



Ministry  
of Defence

**JSP 752**  
**Tri-Service Regulations for Expenses and**  
**Allowances**

# Foreword

People lie at the heart of operational capability; attracting and retaining the right numbers of capable, motivated, skilled and talented individuals in an economically sustainable manner is critical to the delivery of Defence outputs. This is dependent upon maintaining a credible and realistic total offer, of which pay and charges are an important part, that earns and retains the trust of people in Defence.

Part of earning and retaining that trust, and being treated fairly, is the confidence that the rules and regulations governing our activity are relevant, current, fair, legal and transparent.

JSP 752 is the authoritative policy and guidance document designed for use by all Service Personnel, the Chain of Command and specialist administration staff to determine entitlement to expenses and allowances. It is important that all Service Personnel remain aware of current regulations for expenses and allowances and they should keep themselves informed of any policy changes that may affect them.

**Vice Admiral Philip Hally**  
**Chief of Defence People**  
**Defence Authority for People**

# Preface

## How to use this JSP

1. JSP 752 is intended as a publication which details the regulations for payment of military expenses and allowances. It is designed to be used by staff responsible for expense and allowance policy. This JSP contains the policy, direction and guidance on the processes involved and best practice to apply. This JSP will be reviewed at least bi-annually.

## Coherence with other Defence Authority Policy and Guidance

2. Where applicable, this document contains links to other relevant JSPs, some of which may be published by different Defence Authorities. Where particular dependencies exist, these other Defence Authorities have been consulted in the formulation of the policy and guidance detailed in this publication.

Related JSPs	Title
JSP 342	Education of Service Children and Young People
JSP 462	Financial Management and Charging Policy Manual
JSP 464	Tri-Service Accommodation Regulations (TSARs)
JSP 468	Loan and Secondment of Service Personnel to Commonwealth and Foreign Forces
JSP 472	Financial Accounting and Reporting Manual
JSP 516	The Reserve Forces Act 1996
JSP 525	Corporate Governance
JSP 534	Tri-Service Resettlement and Employment Support Manual
JSP 751	Joint Casualty and Compassionate Policy and Procedures
JSP 753	Regulations for the Mobilisation of UK Reserve Forces
JSP 754	Tri-Service Regulations for Pay
JSP 760	Regulations for Leave and Other Types of Absence
JSP 770	Tri-Service Operational and Non-Operational Welfare Policy
JSP 800	Defence Movements and Transport Regulations
JSP 831	Redress of Individual Grievances: Service Complaints

## Further Advice and Feedback – Contacts

3. Personal questions not answered within this publication and cases of doubt over eligibility or entitlement are to be directed through chains of command. The relevant contact details are below:

Job title/e-mail	Project focus	Telephone
Unit HR	First POC for Service personnel for any aspect of personnel administration.	N/A
JPAC Enquiries Centre	Queries regarding pay and allowances and the use of JPA.	94560 3600

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

DBS Pay & Allowances Casework & Complaints Cell DBS MilPers-MilOps-PACCC-Group (MULTIUSER) <a href="mailto:DBSMilPers-MilOps-PACCC-Group@mod.gov.uk">DBSMilPers-MilOps-PACCC-Group@mod.gov.uk</a>	Tri-Service pay and allowances casework and complaints via Unit HR admin staffs.	N/A
Navy Pay Col Focal Point/ Navy NPS-PPA 1 SO2	Influencing, developing and implementing Tri-Service policies for the single Service pay, allowances and expenses conditions including representing single Service interests and concerns regarding current policy or issues out-with JSPs 752 and 754.	9621 80475
Army Pay Col Focal Point/ Army Pers-Pol-Rem-Allces-SO2		9621 89378
RAF Pay Col Focal Point/ Air-COSPers-Pol RewardGMB-0Mail (MULTIUSER)		9621 89365
CDP (AF Rem Allces)	Overall responsibility for policies laid out in JSP 752 and JSP 754 in conjunction with single Service Pay Colonel staffs.	
CDP (AF Rem) Allces Team People-AF Rem-Allces4	General information on this publication not related to eligibility or entitlement and the provision of feedback on the content	+443001623497

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# Chapter 1 Section 1– Principles

**01.0101. Applicability of the Regulations.** JSP 752 is intended as a publication which details the regulations for payment of allowances and expenses. The allowances and expenses provided for in these regulations apply to Regular and Reserve Service personnel. Other publications may provide entitlement to allowances, however, JSP 752 - is the overarching and definitive policy source-document for the allowances and expenses paid to Service personnel. In the event of any conflict JSP 752 has primacy over all other publications.

**01.0102. Interpretation of Regulations.** Personnel responsible for the administration and implementation of these regulations are to interpret them reasonably and intelligently taking into account:

- a. the aim of each allowance,
- b. the specific circumstances of the Service personnel concerned,
- c. the interests of Defence, and
- d. Paragraph **01.0114** (Over Issues).

Where eligibility or entitlement to an allowance or expense, or the appropriate interpretation of policy is not clear, then advice must be sought through the relevant chain of command. It should be noted within the publication that no attempt has been made to provide for obvious exceptions.

**01.0103. Income Tax and NICs.** The Income Tax and NICs liability and method of payment for each allowance is stated within the relevant Section of these Regulations along with the relevant section of the Income Tax (Earnings and Pensions) Act (ITEPA) 2003 which gives rise to the tax status of each allowance (where applicable). Where the Income Tax and NICs are to be paid on behalf of the MOD by Defence Business Services Military Personnel Military Operations (DBS Mil Pers-Mil Ops) automatically via a PAYE Settlement Agreement (PSA), no action is required by the Unit HR Admin staff to effect such payments unless specifically mentioned in the appropriate allowance Section.

**01.0104. Remuneration Policy.** With few exceptions, Chief of Defence Personnel (CDP) is responsible for implementing all policy relating to Service Pay, Charges, Bounties, Expenses, Allowances and Recoveries. CDP (Armed Forces Remuneration) (CDP(AF Rem)) has day-to-day responsibility (in conjunction with the single Service Pay Colonel staffs) for these policies, the administrative arrangements for which are promulgated in this JSP and JSP754 (Tri-Service Regulations for Pay). Sponsorship and periodic review of the policy is vested with CDP(AF Rem) who has responsibility for the publication of updated versions of JSP's 752 and 754. Where policy responsibility lies elsewhere, the lead organisation is indicated at the top of the relevant policy within this JSP. Proposals for changes to this JSP should be submitted to CDP(AF Rem) through the relevant single Service lead as shown in the preface.

**01.0105. Governance and Assurance.** CDP is also the process owner for the Joint Personnel Administration (JPA). Under the JPA Assurance Framework, all users of the

JPA system are obligated to comply with the regulations and responsibilities outlined below.

**01.0106. Remuneration Delivery** Section 333 of the Armed Forces Act 2006 provides a power for the making of a Royal Warrant setting out a single, harmonised basis for pay, bounties and allowances for Regular or Reserve Service personnel. A Royal Warrant was made under section 333 in November 2009 (and amended in April 2010). The Royal Warrant provides that the sole administrator and interpreter of the functions set out therein is the Defence Council. However it also provides for those functions to be discharged by the Admiralty Board, the Army Board or the Air Force Board. The single Service boards have in turn the power to authorise persons to discharge any of those functions on their behalf. Such an Authorisation is in place in respect of each Service board for DBS to discharge many of these functions.

**01.0107. Basic Principles of Policy Construction.** Basic principles in the construction of allowance and expense policy, and the associated rates, are:

- a. **The UK Service Home Base.** That Service personnel are normally recruited in the UK and that the UK is regarded as the home base for Service personnel and their families.
- b. **The Circumstances of Service personnel.** That policy is constructed to cover as many circumstances as Service personnel will find themselves during their career. However, there will be circumstances that are not fully covered by the policy. In such an event Service personnel may submit casework.
- c. **Regular service as Starting Point.** That the starting point for construction of policy is normally Regular Service personnel, with the policy then adapted for Reserves and other cohorts. It is intended that any differences in eligibility and entitlement will be contained within the Regulations.

**01.0108. Benefits May be Varied or Cancelled.** Expense and Allowance policy is kept under constant review. Rates are also changed frequently. As a result, expense and allowance policy and/or rates can be varied or cancelled at any time. Service personnel must not make financial plans on an assumption that current expenses and allowances policy and rates will continue unchanged. Service personnel may only submit claims for expenses and allowances in accordance with the policy and rates current at the time the activity that generates the claim took place. There are no reserved rights to expense and allowance policy or rates that were in effect prior to the date the activity took place.

**01.0109. Substitution of Expenses or Allowances.** Where eligibility exists it does so only within carefully defined circumstances. Individuals may not use any perceived savings made by not claiming one expense or allowance in order to claim another for which there is no eligibility. The cash equivalent of an unclaimed allowance may not be substituted for use in circumstances where there is no eligibility.

**01.0110. Moves on Assignment.** When a Service person in receipt of recurring allowances that are paid as a daily rate, moves between units, existing allowances will be paid up to and including the last day of duty at the former duty station. Eligibility to allowances at the new duty station commences on the day the Service person reports for duty, unless otherwise stated in these regulations.

**01.0111. During Transit.** During a period of transit to or from an overseas station, an allowance that is paid automatically at a daily rate (e.g. Longer Separation Allowance (LSA) or Local Overseas Allowance (LOA)), is not normally paid for the day of emplaning or embarkation. If the individual continues to be eligible, payment is to be resumed on the day of deplaning or disembarkation.

**01.0112. Personnel Transferring Services in the UK Armed Forces.** Where a Service person transfers from one Service to another, with no break or gap between the 2 periods of Service, their eligibility to the allowances and expenses covered in these regulations will normally be as if there had been no change of Service. A full review of the personal allowance eligibility will be conducted by the new Unit HR admin staff on transfer.

**01.0113. Time Limit for Making Claims.** Claims are to be submitted for payment within 90 days of the date on which actual expenditure was incurred. Failure to do so will result in the claim's rejection unless there are exceptional circumstances, e.g. compassionate reasons. These exceptional circumstances must be supported by the Chain of Command and approved by the Finance Team prior to submission. Supporting receipts and documentation must still be retained in accordance with para **04.0303**. Claims submitted outside 90 days due to exceptional circumstances must be submitted within 6 years of the date on which actual expenditure was incurred. No payment will be made for any claim outside this 6 year period.

**01.0114. Over Issues.** An allowance or expense granted or paid in error and received in good faith does not create eligibility to that allowance or expense. Furthermore, an allowance or expense granted or paid in error under these regulations to a Service person, a former Service person or a body of Service personnel collectively, is liable to be stopped or suspended on the order of the Defence Board, or by an officer duly authorised by the Defence Board, and recovered. Over issues may only be written off under the delegated authority of the Chief Executive of DBS, in accordance with JSP 754 para 07.610 and JSP 754 Chap 7 Annex A.

**01.0115. Public Debts on Termination of Service.** In the event of a Service person owing the MOD monies on the completion of their Service, any arrears of allowances may be used to offset this public debt, in accordance with JSP 754 Chap 3 Sect 2.

**01.0116. Service Under the Terms of Reserves Forces Act 1996.** Service personnel electing to commence voluntary periods of service under the provisions of the Reserves Forces Act 1996 (RFA 96) Part III (Training and other duties) Section 22 (Obligatory training), Section 24 (Commitments to a period of full time service), Section 25 (Additional duties commitments) and Section 27 (Voluntary training and other duties) make a conscious decision to do so and are not being directed to undertake such periods of service for service reasons.

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## Chapter 2 Section 1 – General Definitions

**02.0101. General.** Where a term is defined in this section it will apply throughout these Regulations, unless specifically detailed otherwise within a policy section. Where a term is not defined in this section then there is no specific meaning within these Regulations and the ordinary meaning shall apply.

**02.0102. Types of regulations.** Each regulation will fall into one of the following categories:

(a) **Compensatory Allowances.** These remunerate Service personnel for activities or tasks undertaken, or environmental conditions endured, which are considered to be over and above those recognised within base-pay or X-Factor.

(b) **Contributory Allowances.** These provide Service personnel with financial assistance towards additional cost which are incurred as a result of the exigencies of the Service, but where there is a degree of personal choice as to when, where and how the monies received are spent.

(c) **Expenses.** These provide refunds for actual expenditure incurred (within defined limits) by Service personnel whilst undertaking mandated activities, or meeting Service obligations. The activity must be pre-approved and represent non-discretionary expenditure.

(d) **Provisions.** These are policies that either do not result in the payment of money to a Service person or are a collection of entitlements under a single heading. An example would be where a Service person has an entitlement to an activity to be taken on their behalf and for their benefit, such as the Movement and Storage of Personal Effects on assignment.

**02.0103. Accompanied Service.** Accompanied service is deemed to exist when a Service person maintains a home in which their spouse/civil partner and any dependent children normally live and from which the Service person travels daily to work at their duty station or works remotely to carry out their duties. Accompanied service for a single parent (Personal Status Category 2) is deemed to exist when the Service parent maintains a home in which their dependant children would normally live and from which they travel daily to work at their duty station or works remotely to carry out their duties. In cases where there is doubt as to whether or not a Service person is accompanied, for the purpose of the allowance/entitlement, COs should use the guidance at **Annex A** to this Section in making their judgement.

**02.0104. Allowance Checker.** Within each unit a number of individuals are authorised to fulfil the duties of the role of JPA Allowance Checker. These duties include checking, authorising, validating and completing the processing of a number of allowances paid to Service personnel via the JPA system. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0105 Alternative Working Address.** An Alternative Working Address (AWA) is the address at which a Service person either resides or attends whilst they are undertaking a Remote Working agreement. This address must be recorded on JPA in the free-text box within the associated Flexible Working Application. Once recorded and authorised on JPA an AWA should only be changed in exceptional circumstances. A change in AWA will require a new Flexible Working Application to be submitted for authorisation.

**02.0106. Assessment of Mileage.** Mileage is to be calculated by the most direct and shortest route as provided by 'Google Maps' which is an appropriate mileage assessment tool. An alternative route will be permitted if it achieves a significant reduction in travel time. A notional longer distance by road which achieves a significant reduction in travel time, but which is not actually travelled, has no relevance when calculating mileage. Any diversion from the most direct route that involves additional mileage must be fully explained otherwise mileage will be restricted to the most direct route. Fractions of miles are to be mathematically rounded up or down to the nearest whole mile (i.e. <1.4 miles = 1 mile, 1.5 = 2 miles). The use of other mileage assessment tools, such as RAC Route Planner or AA Classic may only be used if 'Google Maps' cannot be accessed, for example in some overseas units<sup>1</sup>. Where an alternative route planning tool is used, then this must be justified and included with the supporting documentation when the claim is called for audit.

**02.0107. Assignment.** A period of duty at a unit for which an assignment order has been issued and actioned iaw JSP 756. If a SP undertakes a period of duty not exceeding 182 days away from the permanent unit, the SP is deemed to be on temporary duty and remains the administrative responsibility of the permanent unit. For any duty or courses expected to exceed 182 days a new assignment order is to be issued.

**02.0108. Cadet Force Personnel.** The generic term used for all Combined Cadet Force (CCF), Sea Cadet Corps (SCC), Army Cadet Force (ACF) and Air Training Corps (ATC) instructors is Cadet Force Adult Volunteer. They may hold military rank or have civil status and include:

- a. RN – All RN and Royal Marine (RM) cadet officers and adult senior ratings/ranks of the Sea Cadet Corps, and RN and RM officers of the Combined Cadet Force.
- b. Army – All Cadet Officers, Adult Instructors and Honorary Chaplains.
- c. RAF – All RAF Volunteer Reserve (Training) officers and adult Warrant Officers/Senior Non-Commissioned Officers (WO/SNCOs), Volunteer Gliding School personnel, Civilian Gliding Instructors, Air Training Corps Honorary Chaplains and Civilian Instructors administered by HQ Air Cadets.

**02.0109. Change in Place of Duty.** Service personnel are deemed to have changed their place of duty once they have moved location from one Duty Station to another as a consequence of written notification of a requirement to move (e.g. an assignment order). A person assigned to the same Duty Station is not deemed to have changed their place of duty for the purpose of allowances.

**02.0110. Child.** For the purpose of these regulations, except where otherwise stated, a child is defined as a legitimate or legitimated child or step-child of either or both of the spouses/civil partners; a child statutorily adopted by either or both of the spouses/civil partners; a child of the family (a legal term meaning any other child who is being brought up in the household of the husband/wife/civil partners at their expense or was so being brought up immediately before the spouses/civil partners were estranged, separated by legal order, divorced or the civil partnership was dissolved or before the death of the

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<sup>1</sup> The same route planner is to be used within a unit, as directed by the Chain of Command.

husband, wife or civil partner). A child is deemed to be below the age of majority (18 years). If over that age, a son or daughter must be 24 years or under (but see Paragraphs **10.0209c** and **d** and **10.0210c** and **d** for School Children's Visits for those with Special Educational Needs and Disability (SEND) up to age 25) unmarried or not in a civil partnership and in receipt of full-time education at a school, college or university (studying for a first degree only), or be out of full-time education for up to one year between further education and higher education. The age limits do not apply to a son or daughter who is physically or mentally incapable of contributing to their own support.

**02.0111. Civil Partnership Home.** A civil partnership home is a home shared by or intended to be shared by a couple in a civil partnership. Such a home could be a selected Place of Residence (SPR) or a Residence at Work Address (RWA) for Service expense or allowance purposes.

**02.0112. Close Family.** For the purpose of these Regulations, except where otherwise stated, the close family of a Service person and/or their spouse/civil partner includes those persons listed below which is in addition to those listed as Immediate Family (see paragraph **02.0124**):

- a. Parent or Step-parent.
- b. Legal guardian.
- c. Non-dependant child.
- d. Grandchild/step-grandchild.
- e. Grandparent.
- f. Sibling, including half and step-sibling.
- g. Person nominated as Emergency Contact.

**02.0113. Council Tax Definition of Sole or Main Residence.** In deciding which is a family's principal residence for expense or allowance purposes, account may be taken of a Council's decision on the family's sole or main residence. It must, however, be recognised that such a decision is a legal judgement under the Local Government Finance Act and has no direct application to a Service person's accompanied status.

**02.0114. Duty Station.** A Service person's Duty Station is one to which they have been ordered, in writing (e.g. assignment order and course instruction) to report to and, to carry out their duties. To support a Flexible Working Application, the chain of command may grant authority for SP to carry out their duties remotely from an Alternative Work Address or another MOD establishment closer to a permanent address which can be either be SFA/SSFA or private owned/rented property.

**02.0115. Expenses Auditor.** Within each unit 2 individuals are to fulfil the duties of the role of JPA Expenses 'Auditor'. 'Auditors' are not to be allocated any of the 'Authoriser' roles. Where this is not possible the issue should be raised with higher formation for approval. Auditors are to check all items in the claim for eligibility, and that claims have been made in accordance with JSP 752. Auditor 1 will be the primary unit auditor with Auditor 2 acting as deputy for periods of absence. Individual 'Auditors' are not permitted to

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audit their own expense claims. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0116. Expenses Authoriser.** Within each unit a number of individuals are to fulfil the duties of the role of JPA Expenses 'Authoriser'. These duties include checking and authorising expense claims prior to payment; where policy violations have occurred, where mandatory authorisation is required and the checking and authorising of all requests for advances of subsistence. There are 3 levels of 'Authoriser' required in each unit, each with a different authorising limit (Level 1 up to £500, Level 2 up to £2000 and Level 3 up to £10,000). The 3 distinct 'Authoriser' roles are to be allocated to 3 separate individuals. Where this is not possible the issue should be raised with higher formation for approval. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0117. Family Accommodation Administrator.** Within each unit a number of individuals are authorised to fulfil the duties of the role of JPA Family Accommodation Administrator. These duties include updating JPA with details of the family accommodation/garage occupied by the Service personnel in their unit and annotating the accommodation charges and fuel and light charges each Service person is liable for payment. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0118. Family Home.** The following definitions of a Family Home apply:

- a. **Personal Status Category 1 and 2.** A family home for a Service person in Personal Status Category 1 or 2 is defined as the residence (which may be SFA, or privately owned/part owned or rented) in which they would normally reside with their family, except when unable to do so for Service reasons. In cases where a family has more than one home, the family home/civil partnership home for expense and allowance purposes should normally be the one where the spouse/civil partner and, where applicable, the children spend the majority of their time. Further amplification of other qualifying family home/civil partnership home addresses is provided as follows:
- b. **Relative's Address.** If a Service person's spouse/civil partner resides permanently with a relative, that accommodation may qualify as a family home as long as the Service person is able to spend weekends (or other stand down periods) with their spouse/civil partner at that accommodation.
- c. **Service Couples.** If members of a Service marriage/civil partnership (Personal Status Category 1s/5s) are not co-located and both occupy Single Living Accommodation (SLA) or Substitute Service Single Accommodation (SSSA) at their respective duty stations, the accommodation occupied by the PStat Cat 1s partner will be designated the Service couple's family home. However, if they own or rent a private property which they would normally occupy, other than for the exigencies of the Service, this property will be designated the family home. Where the PStat Cat 1s partner is a CEA claimant, the Family Home must be as defined at **Paragraph 02.0118a** above (see also [Chapter 14, Section 1, Paragraph 14.0113b](#)).

For Service single personnel see paragraph **02.0121**.

**02.0119. Field or Shipboard Conditions.** Field or Shipboard Conditions may apply to either accommodation or food charges independently, or to both simultaneously. Qualifying criteria can be found in **JSP 464, Vol 3, Pt 1** (Tri-Service Accommodation Regulations) and **JSP 754, Pt 1** (Tri-Service Regulations for Pay). The application of Field or Shipboard Conditions on each day is based on the situation at 0300 hours and is to apply to complete periods of 24 hours from midnight to midnight.

**02.0120. GB Islands.** The GB Islands are defined as those islands around the UK mainland coast and include the Outer Isles of Scotland, the Channel Islands, the Isle of Wight, the Isle of Man and all other British islands in UK mainland waters. GB Islands exclude Northern Ireland.

**02.0121. Home/Permanent Residence for Single Personnel.** For single Service personnel the Home/Permanent Residence is either:

- a. **Home.** A property that is either owned/part owned/rented/part rented where the Service person normally resides at weekends and/or periods of leave; or
- b. **Permanent Residence.** The address where the single Service person resides during the normal course of their day-to-day duties (e.g. SLA, Residence at Work Address (RWA) (either owned/part owned/rented/part rented)).

This paragraph should be read in conjunction with paragraphs **02.0122** and **02.0123**.

**02.0122. Homeowner.** A Homeowner is a Service person who owns a property, which is not let to another person, and in which they normally reside at weekends, stand downs or during periods of leave. If the Service person is Personal Status Category 1, 1c or 2, the property must be occupied by their immediate family.

**02.0123. Householder.** A Householder is a Service person who rents private accommodation, provided the rent is not paid wholly or in part by, or on behalf of, the MOD, which is not let to another person, and in which they normally reside at weekends, stand downs or during periods of leave. If the Service person is Personal Status Category 1, 1c/s or 2, the property must be occupied by their immediate family.

**02.0124. Immediate Family.** The following persons are to be regarded as members of the immediate family of a Service person:

- a. Their spouse/civil partner.
- b. Any dependant child under the age of 18 years (but see paragraphs **02.0110** and **02.0112**).
- c. With the approval of the DBS MIL PERS-MIL OPS PACCC, any dependant son or daughter over 18 and under 21 years not undergoing further education.
- d. A son or daughter of 18 years and over who is normally resident in the home of the Service person and who is certified by a medical authority to be suffering from physical or mental infirmity.
- e. An unmarried son or daughter, or one who is not in a civil partnership, over the age of 18 years who is normally resident in the home of the Service person



provided that for compassionate reasons (e.g. the death or chronic ill health of the spouse/civil partner) it is necessary for that son or daughter to live with the Service person and act as the housekeeper.

**02.0125. Legal Order.** A legal order is a Court Order for separation or other judicial decree relating to marriage/civil partnership, deed of separation or a similar legal instrument (e.g. a document providing for separation, whether executed under seal or not, which has been drawn up by solicitors and is legally binding upon the 2 parties). It will also be held to mean a Court Order for Maintenance, Maintenance Assessment or an Interim Maintenance Assessment made by the Child Support Agency of the Department of Social Security under the Child Support Act 1991, or a similar order made by the MOD under the provision of the individual Service Acts.

**02.0126. Local Training Manager.** Within each unit a number of personnel are authorised to fulfil the duties of the role of JPA Local Training Manager. These duties include authorising and inputting Individual Resettlement Training Cost (IRTC) grants and Standard Learning Credit (SLC) claims for eligible Service personnel via the JPA system. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0127. Long Term Relationship (LTR).** For the purpose of LTR, all Service Personnel (SP) will remain as either PStat 2, 3, 4 or 5 and classed as single. SP will remain entitled to allowances in line with their allocated PStat Cat. Cohabitation of a surplus SFA is an extension of eligibility and is not a widening of entitlement.

**02.0128. Maternity Leave.** There are two types of maternity leave:

a. **Ordinary Maternity Leave (OML).** OML is a period of up to 26 weeks leave during which normal terms and conditions of service apply, except for remuneration (see Chapter 20 of **JSP 760** Tri-Service Regulations for Leave and Other Types of Absences for full details on Maternity Entitlements). A Servicewoman on OML, whether or not on full pay, will be entitled to Service expenses and allowances in accordance with the normal rules for paid leave as detailed in the specific Sections of this JSP.

b. **Additional Maternity Leave (AML).** AML is a period of up to 26 weeks leave which may be taken after OML. The first 13 weeks of AML are paid at the Statutory Maternity Pay (SMP) rate (subject to meeting the qualifying criteria for SMP). The remaining 13 weeks of AML are unpaid. Entitlement to expenses and allowances during any AML is likely to cease for any period of unpaid leave, however see specific sections in this JSP for further clarification.

**02.0129. Messing Facility.** A Service messing facility may be in the UK or overseas and is any cookhouse, canteen, galley, Mess dining room or temporary facility where food is provided under Service arrangements. This would include similar facilities provided by foreign government forces.

**02.0130. Mid-Assignment Move (MAM).** For the purposes of these regulations a Mid-Assignment Move occurs when a Service Person is forced to move their Residence at Work Address, which is either SLA or SFA and equivalents, during their current assignment to a different property. Moves to and from a privately owned or rented property will not normally be considered as a Mid-Assignment Move. The move may be for Service

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Reasons, compassionate, welfare or medical reasons. Entitlements to allowances for such moves are detailed in the relevant sections of this JSP.

**02.0131. North West Europe (NWE).** Unless otherwise defined in a specific Section, NWE comprises Belgium, Denmark, France, Germany, the Netherlands and Luxembourg.

**02.0132. Pay As You Earn (PAYE) Settlement Agreement.** A PAYE Settlement Agreement (PSA) is a mechanism by which MOD settles Income Tax and NICs liability direct with the HMRC. The expenses and allowances that are subject to taxation and to which a PAYE settlement may apply are agreed between CDP(AF Rem) and the HMRC. Those expenses and allowances that are settled by PSA payments are agreed with the HMRC in advance of the relevant Tax Year, by DBS.

**02.0133. Personal Effects (PE).** PE are the personal and household belongings which a SP and their immediate family would reasonably be expected to own and remove from one home, or SLA, to another.

**02.0134. Personal Status Category (PStat Cat).** PStat Cats are used to determine a Service person's eligibility for benefits and to ensure that Expenses, Allowances, Charges and Housing Regulations are properly applied. See **Chapter 2 Section 2** for full details.

**02.0135. Prime Mover.** The Prime Mover is the person responsible for the majority of the parental decisions in the life of a child.

**02.0136. Principal Residence.** The principal residence is the residence where the Service person, and where appropriate their immediate family, live the majority of their time.

**02.0137. Privately Maintained Property.** A privately maintained property is defined as a Service person's wholly or partially owned property or a rented property for which they are a signatory on the tenancy agreement. It must be where the Service person would normally reside during weekends, stand-down periods, and periods of leave and for which they have full or partial financial responsibility for the Council Tax. A Service person may use their PMP for remote working, but entitlement to GYH (T) ceases when used in such a manner. A privately maintained property may not be let (but a lodger may be taken in) and it must not be the family home (see paragraph **02.0118**) or the Residence at Work Address (see paragraph **02.0146**).

**02.0138. Prohibited Items.** Items appearing on the Prohibited Items List within JSP 800, or as advised by the Global Removals Management Service (GRMS) may not be moved or stored at public expense.

**02.0139. Public Accommodation.** Any type of accommodation, whether permanent or temporary, owned, leased, requisitioned or provided by, or on behalf of, any Government Department of the United Kingdom.

**02.0140. Qualifying Move.** A Service person must be ordered in writing to move to a new place of duty, or to proceed on leave pending a further assignment, and as a direct result of that order the requirements of the Service make it necessary for them and/or their family to move from a Residence at Work Address or Selected Place of Residence.

**02.0141. Rank Equivalents.** For expense and allowance purposes, the following are treated as equivalent ranks:



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<b>SERIAL</b> <b>(a)</b>	<b>NATO</b> <b>(b)</b>	<b>RN</b> <b>(c)</b>	<b>Army</b> Including RM <b>(d)</b>	<b>RAF</b> <b>(e)</b>	<b>Chaplains</b> <b>(f)</b>
1	OF-10	Admiral of the Fleet	Field Marshal	Marshal of the Royal Air Force	
2	OF-9	Admiral	General	Air Chief Marshal	
3	OF-8	Vice-Admiral	Lieutenant General	Air Marshal	
4	OF-7	Rear-Admiral	Major General	Air Vice-Marshal	Chaplain-General
5	OF-6	Commodore	Brigadier	Air Commodore	Deputy Chaplain-General
6	OF-5	Captain	Colonel	Group Captain	Principal Chaplain /Chaplain 1 <sup>st</sup> Class
7	OF-4	Commander	Lieutenant Colonel	Wing Commander	Chaplain 2 <sup>nd</sup> Class
8	OF-3	Lieutenant Commander	Major	Squadron Leader	Chaplain 3 <sup>rd</sup> Class
9	OF-2	Lieutenant	Captain	Flight Lieutenant	Chaplain 4 <sup>th</sup> Class
10	OF-1	Sub-Lieutenant	Lieutenant	Flying Officer	
		Midshipman	Second Lieutenant	Pilot Officer Acting Pilot Officer	
11	OR-9	Warrant Officer	Warrant Officer Class 1	Warrant Officer Master Aircrew	
12	OR-8	Warrant Officer Class 2	Warrant Officer Class 2		
13	OR-7	Chief Petty Officer	Staff Corporal Staff Sergeant Colour Sergeant	Flight Sergeant Chief Technician	
14	OR-6 OR-5	Petty Officer	Corporal of Horse Sergeant	Sergeant	
15	OR-4	Leading Rating	Corporal Bombardier	Corporal	
16	OR-3		Lance Corporal Lance Bombardier	Lance Corporal (RAF Regiment only)	
17	OR-2	Able Rating	Marine Private Class 1-3 however described, including: - Trooper	Junior Technician	

			Gunner Sapper Signalman Guardsman Fusilier Kingsman Rifleman Ranger Airtrooper Driver Craftsman	Air Specialist (Class 1) (AS1) Air Specialist (Class2) (AS2) Air Recruit (AR)	
18	OR- 1		Private Class 4		

**02.0142. Rank-Related Rates.** Where the rates of expenses and allowances are related to rank, the rate is to be determined by that rank for which pay is drawn except as otherwise specially provided in these regulations. The granting of unpaid rank gives no entitlement to expenses or allowances of the higher unpaid rank.

**02.0143. Rank of Re-Employed Officers.** When appropriate, officers who are re-employed within the Service following retirement will be entitled to expenses or allowances appropriate to their re-employed rank, rather than their retired rank.

**02.0144. Receipts.** Where you are claiming the reimbursement of actual costs you must be able to support your claim with valid receipts. Receipts are to be the itemised receipt that is provided to you by the hotel, restaurant or other retailer. A credit/debit card receipt or voucher which contains no details of the items purchased is not an acceptable record. (Where the itemised receipt has been lost a credit/debit card receipt is better than nothing but must be annotated with the specific details of the purchases claimed).

**02.0145 Remote Working.** Remote Working (RW) is a non-statutory arrangement recorded on JPA which permits Service personnel to carry out their work from an Alternative Working Address (AWA) which could be either public or private accommodation or from a MOD location other than their assigned place of duty. When a SP chooses to work remotely, it is their sole responsibility to ensure that they are fully compliant with the regulations for allowances that they are claiming. Policy for RW is contained in JSP 750 - Centrally Determined Terms of Service. A RW arrangement may affect eligibility to and/or payment of allowances as detailed in the relevant chapters of this JSP.

**02.0146 Remote Working and Service Couples.** Where a Service couple are undertaking Remote Working whilst residing with their serving spouse or civil partner at the spouse or civil partner's duty location the following is applicable:

- a. For Service couples RW in the UK the PStat Cat 1s duty location is deemed to be their Alternative Working Address (AWA) and the Service person who is PStat Cat 1s must be providing a Family Home as a RWA which can be SFA/SSFA or private owned/rented property which can then be classed as the AWA for the PStat Cat 5s. However, where they are not residing with their serving spouse or civil partner and both occupy SLA or SSSA at their respective duty stations, their AWA will be where their duty station is located.
- b. Where the PStat Cat 1s duty station is based overseas, the PStat Cat 5s Service person who is remote working in the overseas location is not entitled to any

location specific allowances in their own right unless they are permanently assigned to that location. However, the PStat Cat 5s may be entitled to any applicable allowances at their assigned duty station in the UK.

**02.0147. Research Unit HR Administrator.** Within each authorised research unit (see **Chapter 17 Section 2**) a number of personnel are authorised to fulfil the duties of the role of JPA Research Unit HR Administrator. These duties include authorising and inputting Experimental Test Allowance (ETA) payments for eligible Service personnel via the JPA system. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0148. Residence at Work Address (RWA).** A residence occupied by a Service person from which they commute to and from their place of duty on a daily basis without detriment to the satisfactory performance of their military duties. A RWA is normally within 50 miles or 90 minutes travelling time by public transport of the duty station. A SP is permitted to work remotely from their RWA. Where this is the case, the RWA will be considered their Alternative Work Address for the period of remote working. For the purposes of claiming Allowances, the RWA takes precedence over an Alternative Work Address.

**02.0149. Royal Gibraltar Regiment (RG).** RG personnel are not UK regular or reserve forces within the terms of the Armed Forces Act 2006 and as such are not covered by the Royal Warrant (see para **01.0106**). Allowance policy maintenance, advice and guidance is provided by OC Joint Administrative Office, Gibraltar (GIB-JAO-OC). To assist RG personnel and those administering them a table of eligibility is an Annex C to Section 1 of Chapter 2.

**02.0150. Seagoing Longer Separation Allowance Qualifying Unit.** A Seagoing Longer Separation Allowance Qualifying Unit (SLQU) is defined as a seagoing vessel which has a standard operating pattern requiring it to operate regularly away from its Base Port. A seagoing vessel includes ships (including the Coastal Forces Squadron), submarines, Royal Fleet Auxiliary (RFA), and Ships Taken Up From Trade (STUFT) when Service personnel are onboard. Amendments to current SLQU statuses and applications for new Units to be awarded SLQU status should be submitted to either SURFLOT or SUBFLOT WLSG at the earliest possible point. The following conditions apply:

a. Commencement and cessation of a Ship/RFA's entitlement to SLQU status:

(1) SLQU status will commence from contractor acceptance date on building until significant (see below) planned maintenance or Fleet Non-Operational Date (FNOD) when paying-off.

(2) Where the planned length of a Ship's maintenance period, either in base port or displaced, exceeds 12 months from Ship's Staff Move Ashore (SSMA) to Ship's Staff Move On Board (SSMOB), SLQU status will cease at SSMA and recommence at SSMOB.

(3) For maintenance periods of less than 12 months from SSMA to SSMOB, if the SSMOB date is delayed such that the time from SSMA to the revised SSMOB date exceeds 12 months, then SLQU status ceases one month after the date of notification.

- (4) When paying-off or going for disposal, SLQU status ceases on SSMA, or on the date of transfer of the hull to a Foreign Navy, whichever is earlier.
- b. Commencement and cessation of a Submarine's entitlement to SLQU status:
  - (1) SLQU status will commence from the start of contractor sea trials for submarines in build or those exiting from Long Overhaul Period (Refuel) (LOP(R)) until planned upkeep or Fleet Non-Operational Date (FNOD) when paying-off.
  - (2) Where the planned length of a Submarine's upkeep period, either in base port or displaced, exceeds 12 months, SLQU status will cease 3 months after arrival in port for upkeep. In this circumstance, it will recommence on first sailing from upkeep.
  - (3) For upkeep periods of less than 12 months, if the Power Range Testing (PRT) or Initial Criticality (IC) date is delayed such that the time from 3 months after arrival to the revised PRT or IC date exceeds 12 months, then SLQU status ceases one month after the date of notification.
  - (4) When paying off or going for disposal, SLQU status ceases 3 months after arrival in port for disposal preparation.
- c. Personnel of any Service permanently assigned to a SLQU, will be exempt from the requirement to complete 7 days or more qualifying separation prior to the start of Longer Separation Allowance.
- d. Personnel assigned to an exchange, loan or NATO seagoing unit that corresponds to this definition may also be eligible for the 7 day waiver; cases should be submitted to Navy People-REM SO2 A on an individual basis for consideration. Navy People-REM will confirm entitlement and, if approved, assign an appropriate overseas Base Port.
- e. Seagoing vessels such as the Faslane Patrol Boat Squadron or PJOBS Patrol Boat Squadrons in Gibraltar, which ordinarily operate and day run in the Base Port area, are not SLQUs. Personnel in these units will therefore be required to complete a 7 day qualification period before being eligible for LSA.

**02.0151. Secondment.** Secondment is the arrangement under which Service personnel are loaned to and wholly administered by the host country. As seconded personnel receive their emoluments directly from the host country, they are free of United Kingdom and HN income tax. The host country also pays the required contributions for non-effective benefits such as pensions, gratuities and in some cases Earning Related National Insurance Contributions (ERNIC).

**02.0152. Separation.** The circumstances that will determine whether Service personnel, who are separated from their family, will be classified as Voluntary Separated (VOLSEP) or Involuntary Separated (INVOLSEP), and eligible for benefits related to unaccompanied Service can be found at **Annex B** to this Section. Eligibility for VOLSEP/INVOLSEP status is to be reviewed at the beginning of each assignment.

**02.0153. Service Family Accommodation (SFA).** Any type of accommodation, whether permanent or temporary, owned, leased, requisitioned or provided by, or on behalf of MOD for the authorised use of Service families.

**02.0154. Selected Place of Residence (SPR).** A residence other than a RWA. Unless otherwise defined in a specific section, a SPR may be in any country.

**02.0155. Service Person.** A Service person is an individual serving in the UK Armed Forces, Regular or Reserve, irrespective of rank or gender.

**02.0156. Single Accommodation Administrator.** Within each unit a number of personnel are authorised to fulfil the duties of the role of JPA Single Accommodation Administrator. These duties include the allocation of single accommodation appropriate to the rank or status of the service person, and updating JPA with details of the single accommodation/garage occupied by the Service personnel in their unit and annotating the accommodation charges each Service person is liable for payment. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0157. Single Living Accommodation (SLA).** Any type of accommodation, whether permanent or temporary, owned, leased, requisitioned or provided by, or on behalf of MOD for the authorised use of single and unaccompanied Service personnel.

**02.0158. Single Service Language Authority.** Within each Service, normally within specific units or Branches, a number of personnel are authorised to fulfil the duties of the role of JPA Single Service Language Authority. These duties include authorising and inputting Language Award (see **Chapter 13 Section 6**) payments for eligible Service personnel via the JPA system. Further details are included within the JPA Self Service User Guide and the specific Sections within this JSP.

**02.0159. Sponsored Reserves.** Where Reserves are eligible for allowances, Sponsored Reserves (SR) are only eligible when it has been included in the agreement (RFA96).

**02.0160 Temporary Duty.** Where a SP is away on duty from their permanent unit and the period of duty is less than 183 days.

**02.0161. Terminal Travel.** Terminal travel is the total travel on the return journeys between the duty station and the departure airport/port/station and the arrival airport/port/station and the temporary duty station or leave address, as appropriate.

**02.0162. Theatre Boundaries.** The following areas are to be regarded as separate theatres:

- a. **Great Britain (GB).** GB consists of England, Scotland and Wales, and includes the GB Islands at **02.0120** all non-mainland locations such as the Channel Islands, Isle of Man and Scottish Islands, except where the contrary is stated in a specific Section.
- b. **Northern Ireland (NI).**
- c. **NWE.** See paragraph **02.0131**.

- d. **Other Countries.** Within the borders of any other country (i.e. each country counts as a separate theatre).

**02.0163. Unfurnished SFA.** Unfurnished SFA is accommodation from which all accommodation stores and fittings have been removed except for items shown in Joint Service Scales of Accommodation Stores.

**02.0164. Unaccompanied Baggage (UB).** UB is the PE and household furniture which SP are entitled to have moved separately from themselves or their immediate family. It excludes: motor vehicles, motor cycles, any other mechanically propelled vehicle or items specified in the Prohibited Items List.

**02.0165. Unaccompanied Service.** Unaccompanied Service is deemed to exist when a Service person who would normally reside with their spouse/civil partner, lives in a Residence at Work Address (RWA) other than that in which their spouse/civil partner and/or dependant children normally live. Unaccompanied service for a single parent (PStat Cat 2) is deemed to exist when they are serving away from the home in which their dependant children would normally live with them. Unaccompanied service may be either Involuntary (INVOLSEP), which is generally for Service reasons, or Voluntary (VOLSEP) when the Service person makes a conscious decision not to be accompanied at their duty station by their spouse/civil partner and/or dependant children. In cases where there is doubt as to whether or not a Service person is accompanied or unaccompanied, for the purpose of the allowance/entitlement, COs should use the guidance at **Annex A** to this Section in making their judgement. Throughout these regulations, Service personnel who are classed as being on unaccompanied service will, where eligible and where appropriate, receive allowances at the 'Unaccompanied' (UnAcc) rate. 'Unaccompanied' is one of 3 descriptive names applied to the rate of some allowances paid to Service personnel. The other 2 are 'Single' (S) and 'Accompanied' (Acc) (see paragraph **02.0103**). SP who have agreed an alternative working arrangement with their Chain of Command and who work remotely from an AWA which is also where their spouse/civil partner and or dependant children normally live will not be deemed as Unaccompanied Service.

**02.0166. United Kingdom (UK).** UK is a country, regarded as the home base, that consists of GB (see paragraph **02.0162a**) and NI.

**02.0167. Unit Human Resource (HR) Administrator or Unit HR Admin Staff.** The unit HR administrators or unit HR admin staff are staff employed within units who are responsible for the processing of personnel administration. These staff may be military, civil service or civilian staff.

**02.0168. X-Factor.** The X-Factor is fully explained in JSP 754.

## Annexes

- A. Guide on Accompanied Status.
- B. Involuntarily Separated (INVOLSEP) Status and Voluntarily Separated (VOLSEP) Status.
- C. The Royal Gibraltar Regiment Table of Eligibility.



## GUIDANCE ON ACCOMPANIED STATUS

1. **General.** When assessing eligibility for Service expenses and allowances there will be occasions on which a Service person's accompanied status will require confirmation. This is the responsibility of the CO, or a person authorised to act on their behalf, who should undertake this assessment using the guidance within this Annex.
2. **The Family Home.** See definition at para 02.0118.
3. **Other Family Residences.** If a Service family has established more than one residence, entitlement of the Service person to accompanied status will be reviewed if the immediate family spends less than 9 months at the Residence at Work Address (RWA) either continuous or aggregated over a 12 month period. In cases where there is doubt as to where the principal family residence is, COs will have to consider the following factors in reaching a decision:
  - a. Where do the spouse/civil partner spend the majority of the time?
  - b. Where do the children, if any, spend the majority of time when not at school?
  - c. Is the spouse's/civil partner's main residence, for Council Tax purposes, deemed to be other than the home at the Service person's duty station?
  - d. Where are the majority of the spouse's/civil partner's possessions?
  - e. Where are the majority of the children's possessions?
  - f. Where are the immediate family listed on the Electoral Register.
4. **Temporary Absences of the Service Person.** During an assignment, a Service person may be absent from the family home, on duty, for long periods. Provided such temporary absences do not become permanent, they will have no effect on the Service person's accompanied status, except for some expenses and allowances, such as Local Overseas Allowance (LOA) (see section 7 of **Chapter 9**), which may be abated if the Service person is absent.
5. **Temporary Absences of the Service Person's Spouse/Civil Partner.** A spouse/civil partner may also be absent from the family home, either continuously or in aggregated periods, for long periods. Depending on the circumstances, such absences may have an effect on the Service person's accompanied status. In principle, the Service person should be considered to remain accompanied provided that their spouse/civil partner remains resident in the RWA and has not established a principal residence elsewhere. If a Service Person's spouse/civil partner spends 90 or more days away from the RWA, either consecutive or aggregated during a 12 month period, their eligibility for certain expenses and allowances, such as LOA and/or CEA will be reviewed (see section 7 of **Chapter 9**) and CEA (See Section 1 of Chapter 14). This 90 day period does not include absences where the spouse/civil partner accompany the service person on their authorised annual leave.
6. **Council Tax Definition of Sole or Main Residence.** See paragraph 02.0113.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**Annex A to Section 1 of Chapter 2**

7. **Cases Where Doubt Remains.** In cases where use of the above guidance does not produce a decision on a Service person's accompanied status a case should be submitted to the DBS MIL PERS-MIL OPS PACCC for a decision.



## INVOLUNTARILY SEPARATED (INVOLSEP) STATUS AND VOLUNTARILY SEPARATED (VOLSEP) STATUS

1. Service personnel, who are separated from their immediate family, normally for Service reasons, will be classified as INVOLSEP and eligible for benefits related to unaccompanied (UnAcc) service in the following circumstances:

- a. On any assignment of 12 months or less.
- b. When they are Personal Status Category (PStat Cat) 1s/c and assigned to a different location from their spouse/civil partner in excess of 50 miles apart and do not share a family home. Where they are PStat Cat 1s/c and also a CEA claimant, they must occupy a family home as a RWA within 50 miles of their duty station and the provisions of **Chapter 14, Section 1, Paragraphs [14.0113b](#) and [14.0113e\(3\)](#) of JSP 752** apply.
- c. Waiting to occupy Service Families Accommodation (SFA), but not once a SFA appropriate to rank and family size has been refused. If the arrival date of the family is delayed through personal choice, then the Service person will be deemed Voluntarily Separated (VOLSEP) from the date of allocation of the SFA or Service person's arrival date, whichever is the later.
- d. Waiting for up to 6 months for the completion of a house sale/purchase transaction or tenancy agreement but only following the receipt of a firm offer. Where an extension to this period is deemed necessary, application should be made to the DBS MIL PERS-MIL OPS PACCC. The application must be supported by documentary evidence from, for example, Estate Agents or Solicitors, of the Service person's continued attempts to complete the transaction. This provision overrides sub-paragraph **1c** above.
- e. Attending a course as a student for periods up to 12 months.
- f. On Exercise or in Field Conditions.
- g. A Service person in PStat Cat 2 when separated from their child who normally resides at the duty station, or a child for whom Continuity of Education (CEA)(Board), CEA(Special Education Needs Addition (SENA)), CEA(Day) or CEA(SENA(Day)) (see **Chapter 14**) is being claimed when the separation occurs while the child is residing at the duty station during a school holiday.
- h. When a child, attending a non fee-paying school local to the family home (not at the Service person's new duty station) for whom CEA(Board), CEA(SENA), CEA(Guardians) or Day School Allowance (North Wales) (see **Chapter 14**) is not being claimed, is within the last 2 academic years before a public examination in secondary education (GCSE, "A" Level, Scottish equivalents etc). Once established, INVOLSEP status will ordinarily remain only until the child completes their current stage of education unless casework is submitted.
- i. Where the Service person wishes to serve unaccompanied in order that their family may support a child attending a BTEC, or similar course, they may submit a

## Annex B to Section 1 of Chapter 2

case, to the DBS MIL PERS-MIL OPS PACCC for authority to be treated as INVOLSEP. Authority will normally be granted if:

- (1) The child is attending a BTEC, or similar course, at the time of assignment.
- (2) The child has been accepted for and allocated a place on a non-residential course prior to the notification of assignment.
- (3) The course is non-transferable to the new location and there is no acceptable substitute.

j. When a Service person has been assigned to an operational post and has an expectation to serve continuously on operations for 9 months or longer, and opts to move their family to another address in anticipation for this operational tour, INVOLSEP status may commence from the date of the family move up to 6 months prior to the date of deployment. However, if the SP is a CEA claimant casework must be submitted to DBS PACCC in the same manner as any entitlement to move a family under Early Mover Status.

k. On an assignment designated by the Foreign Commonwealth and Development Office (FCDO) as “No Child”, providing the individual has at least one child for whom CEA is not in issue. When a Service person has no children, or is in receipt of CEA for all children, and elects to serve unaccompanied on an assignment designated by the FCDO as “No Child”, they will be regarded as VOLSEP from the date of commencing the assignment.

2. When a Service person considers that they have genuine and compelling personal reasons for serving unaccompanied which are not covered in paragraph 1, and flexible working is not suitable they may submit a case to the DBS MIL PERS-MIL OPS PACCC for consideration to be classified as INVOLSEP. The case should be fully supported by welfare, medical or Education Advisory Team EAT(UK) reports, as appropriate. The following are examples of circumstances which **may** be considered by the DBS MIL PERS-MIL OPS PACCC:

- a. When the medical condition of a child requires the child to remain at the present location for treatment purposes and it is necessary for one parent to remain in that same location when the Service person is assigned elsewhere.
- b. When assigned within the UK a Service person's spouse/civil partner has a medical condition that requires continued treatment at the present location and such treatment cannot be given at the new location. Statements from both the current and new NHS Trusts must support the case. When a Service Person is assigned Overseas, and duties does not support flexible working, the supportability decision will be made by the Global Medical Supportability Cell, supported where available by the in-country SMO.
- c. When, because of the need to take care of elderly or otherwise infirm parents, whose care cannot be undertaken by other relatives, a Service person's spouse/civil partner is unable to accompany them on assignment, or has to leave the duty station

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mid-tour. Statements from the parents' doctor and local authority Social Services must support such a case.

d. When a Service person's spouse/civil partner has a binding contractual commitment to a job which cannot be broken at short notice. In these circumstances, reluctance to give up a job will not be considered a valid reason. A copy of the relevant part of the contract must be submitted with the case.

e. When retention of SFA is requested for the purpose of allowing a Service person's spouse/civil partner to complete an adult education course which was started with the reasonable expectation that the course would be completed before the Service person's Future Availability Date (FAD), but which is still ongoing when the Service person is assigned elsewhere prematurely. Proof that the course would have been completed before the Service person's original FAD must be submitted with the case, together with confirmation that the course is non-transferable to the new location and also that the spouse/civil partner has reached a critical stage of the course which can only be completed at that particular educational facility.

f. When a Service person who, in anticipation of discharge has made long term plans for settling in a particular area but is subsequently offered an extension of Service, cannot move their family to a new location.

g. When a Service person is assigned to a location overseas where the security situation is likely to endanger their immediate family.

h. When a Service person is assigned to a location overseas where standards of educational or medical provision are considered unsatisfactory and likely to adversely affect their immediate family. This does not include overseas assignments referred to in paragraph 1k above.

3. The circumstances outlined at paragraph 2 are not intended to be exhaustive and are not a guarantee that a claim for INVOLSEP status will be granted. Each case will be considered on its merits and in addressing each case the DBS MIL PERS-MIL OPS PACCC will provide appropriate direction on allowance entitlements. An important factor in the consideration of cases will be the permanence or expected duration of the impediment to mobility of the family. It is also important that cases are submitted with all the relevant documentation, such as medical or welfare certificates or reports. Cases should be submitted as early as possible to allow time for staffing.

4. Where INVOLSEP status is not authorised, or where it is clear that the Service person has made a conscious decision to serve unaccompanied, that Service person will be classed as VOLSEP.

5. Single Service personnel (PStat Cat 5) are considered to be INVOLSEP for Longer Separation Allowance (LSA) purposes when they are temporarily detached (e.g. on Ops/ex or courses) away from their permanent duty station for Service reasons for 7 days or more and they are unable to return to their permanent duty station on stand down and weekends. Single Service personnel permanently assigned to a different country to that in which they have a Privately Maintained property would not be considered to be INVOLSEP.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## Annex C to Section 1 of Chapter 2

### THE ROYAL GIBRALTAR REGIMENT TABLE OF ELIGIBILITY<sup>1</sup>

JSP 752 Reference	Expense / Allowance Title	Eligibility to allowances for Service whilst in Gibraltar		Eligibility to allowances for service outside Gibraltar with UK Armed Forces (including Courses/Temp Duty away from Gib)		Remarks
		Regular	Reserve	Regular	Reserve	
Ch 5 Sect 1	<b>Subsistence</b>	Yes	Yes	Yes	Yes	
Ch 5 Sect 2	<b>Reclaim the Daily Food charge/Core Meal</b>	Yes	Yes	Yes	Yes	
Ch 5 Sect 3	<b>Lodging Allowance</b>	No See Remarks	No	Yes	Yes	Receipt of LA whilst in Gib will be decided on a case by case basis should RG personnel find no SLA accommodation upon returning to Gib after deployment in UK/Overseas.
Ch 5 Sect 4	<b>Meals Out Expenses</b>	No	No	Yes	Yes	
Ch 5 Sect 5	<b>Food &amp; Incidentals Allowance</b>	No	No	Yes	Yes	
Ch 5 Sect 6	<b>Special Messing Allowance</b>	No	No	Yes	Yes	
Ch 5 Sect 7	<b>Long Services Advance of Pay</b>	No	No	No	No	Also applies to Forces Help to Buy.
Ch 6 Sect 1	<b>Sports Travel</b>	Yes	Yes	No	No	
Ch 6 Sect 2	<b>Travel for Operational Stand Down</b>	No	No	Yes	Yes	
Ch 6 Sect 3	<b>Service Families Travel</b>	No	No	Yes	Yes	
Ch 6 Sect 4	<b>Motor Mileage Allowance</b>	No	No	Yes	Yes	
Ch 6 Sect 5	<b>Nepal (Gurkha) trek Allowance</b>	No	No	Yes	Yes	
Ch 6 Sect 6	<b>Privately Arranged Passage</b>	No	No	Yes	Yes	
Ch 6 Sect 7	<b>Duty Travel</b>	No	No	Yes	Yes	
Ch 6 Sect 8	<b>Rail Travel</b>	No	No	Yes	Yes	
Ch 6 Sect 9	<b>Road Travel</b>	No	No	Yes	Yes	
Ch 6 Sect 10	<b>Air Travel</b>	No	No	Yes	Yes	
Ch 6 Sect 11	<b>Sea Travel</b>	No	No	Yes	Yes	

<sup>1</sup> This table reflects general eligibility only. To receive the allowance/expense RG will need to meet any specific eligibility or entitlement criteria or conditions iaw the relevant policy in JSP 752. Note that where the JSP says UK, it should be read as Gibraltar for the RG.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Ch 7 Sect 1	<b>Get You Home (Early Years)</b>	No	No	Yes	Yes	
Ch 7 Sect 2	<b>Get You Home (Seagoers)</b>	No	No	Yes	Yes	
Ch 7 Sect 3	<b>Home to Duty Travel</b>	No	No	Yes	Yes	
Ch 7 Sect 4	<b>Get You Home Travel</b>	No	No	No	No	Noting that Gibraltar is the home base.
Ch 8 Sect 1	<b>Northern Ireland Journeys</b>	No	No	No	No	
Ch 8 Sect 2	<b>Reimbursement of Congestion Charges for Personnel Residing in Congestion Charge Zones</b>	No	No	Yes	Yes	
Ch 8 Sect 3	<b>Northern Ireland Resident's Supplement</b>	No	No	Yes	Yes	
Ch 8 Sect 4	<b>Northern Ireland Motor Insurance Refunds</b>	No	No	Yes	Yes	
Ch 8 Sect 5	<b>Recruitment and Retention Allowance (London)</b>	No	No	Yes	No	
Ch 9 Sect 1	<b>Overseas Rent Allowance</b>	No	No	Yes	Yes	
Ch 9 Sect 2	<b>Respite Journeys (Remote Locations)</b>	No	No	Yes	Yes	
Ch 9 Sect 3	<b>Refund of Foreign Currency Exchange Costs</b>	No	No	Yes	Yes	
Ch 9 Sect 4	<b>Overseas Private Vehicle Provision</b>	No	No	Yes	No	
Ch 9 Sect 5	<b>Respite Provision</b>	No	No	Yes	No	
Ch 9 Sect 6	<b>Overseas Furniture</b>	No	No	Yes	Yes	
Ch 9 Sect 7	<b>Local Overseas Allowance</b>	No	No	Yes	Yes	<i>UK is zero-rated and LOA is not paid to RG personnel in Gibraltar.</i>
Ch 9 Sect 8	<b>Seagoing Local Overseas Allowance</b>	No	No	Yes	Yes	<i>UK is zero-rated and LOA is not paid to RG personnel in Gibraltar.</i>
Ch 9 Sect 9	<b>Allowances for Attachés, Advisors, British Defence Staff and Defence Section Service Support Staff Supported by DALs-CP DS.</b>	No	No	Yes	Yes	<i>UK is zero-rated and LOA is not paid to RG personnel in Gibraltar.</i>
Ch 9 Sect 10	<b>European Union (EU) Daily Subsistence Allowance</b>	No	No	Yes	Yes	
Ch 9 Sect 11	<b>Get You Home (Overseas)</b>	No	No	Yes	Yes	

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Ch 9 Sect 12	<b>Overseas Loan Service Allowance</b>	No	No	Yes	Yes	
Ch 9 Sect 13	<b>Provision of Passports and Visas at Public Expense</b>	No	No	Yes	Yes	
Ch 9 Sect 14	<b>Ex Gratia Payments in lieu of Maternity Allowance</b>	No	No	Yes	Yes	
Ch 10 Sect 1	<b>Longer Separation Allowance</b>	No	No	Yes	No	
Ch 10 Sect 2	<b>School Children's Visits</b>	No	No	Yes	Yes	Should a RG service person be stationed outside of Gibraltar but their children are educated either in Gibraltar or away from the home in the country of assignment, SCV may be authorised.
Ch 11 Sect 1	<b>Families Assistance for Visits Abroad</b>	No	No	Yes	Yes	
Ch 11 Sect 2	<b>Concessionary Travel for Immediate Families</b>	No	No	Yes	Yes	
Ch 11 Sect 3	<b>Council Tax Relief</b>	No	No	Yes	Yes	
Ch 11 Sect 4	<b>Operational Allowance</b>	No	No	Yes	Yes	
Ch 11 Sect 5	<b>Campaign Continuity Allowance</b>	No	No	Yes	Yes	
Ch 12 Sect 1	<b>Disturbance Expenses</b>	No	No	Yes	No	
Ch 12 Sect 2	<b>Insurance Allowance</b>	No	No	Yes	Yes	
Ch 12 Sect 3	<b>Refund of Legal Expenses</b>	No	No	Yes	No	
Ch 12 Sect 4	<b>Movement and Storage of Personal Effects</b>	No	No	Yes	No	
Ch 12 Sect 5	<b>Final Tour of Duty</b>	No	No	No	No	
Ch 12 Sect 6	<b>Evacuation from a Permanent Assignment Station Overseas</b>	No	No	Yes	Yes	
Ch 12 Sect 7	<b>The Army Over 37 Provision</b>	No	No	No	No	
Ch 12 Sect 8	<b>Early Mover Status</b>	No	No	Yes	Yes	
Ch 13 Sect 2	<b>Individual Resettlement Training Costs Grant</b>	See JSP 534				Policy area owned by TESSR.
Ch 13 Sect 3	<b>Learning Credit Schemes</b>	See JSP 898 Pt 4 Ch 4 and latest DIN				Policy area owned by TESSR.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Ch 13 Sect 4	<b>Provision of Driving Fees</b>	Yes	Yes	Yes	Yes	
Ch 13 Sect 5	<b>Part Time Service Instructors Allowance</b>	Yes	Yes	Yes	Yes	
Ch 13 Sect 6	<b>Language Awards</b>	Yes	Yes	Yes	Yes	
Ch 14 Sect 1	<b>Continuity of Education Allowances</b>	No	No	No	No	
Ch 14 Sect 2	<b>Continuity of Education Allowance (Special Educational Needs Allowance)</b>	No	No	No	No	
Ch 14 Sect 3	<b>Continuity of Education Allowance (Day)</b>	No	No	No	No	
Ch 14 Sect 4	<b>Continuity of Education allowance (Special Education Needs Addition (Day))</b>	No	No	No	No	
Ch 14 Sect 5	<b>Continuity of Education Allowance (Guardians)</b>	No	No	No	No	
Ch 14 Sect 6	<b>Day School Allowance (North Wales)</b>	No	No	No	No	
Ch 14 Sect 7	<b>Education of Service Children in Extra Command Areas and Isolated Detachments</b>	No	No	Yes	Yes	
Ch 14 Sect 8	<b>Nursery Education for Service Children in Extra Command Areas and Isolated Detachments</b>	No	No	Yes	Yes	
Ch 15 Sect 1	<b>Climatic Clothing Grant for Hot Posts</b>	No	No	Yes	Yes	
Ch 15 Sect 2	<b>Civilian Clothing Daily Allowance and Civilian Clothing Annual Grant for Non-Commissioned Personnel</b>	No	No	Yes	Yes	
Ch 15 Sect 3	<b>Uniform Provision and Grants for Officers</b>	Yes	Yes	Yes	Yes	



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Ch 15 Sect 4	<b>SNCO Mess Dress Uniform Provision</b>	Yes	Yes	Yes	Yes	
Ch 16 Sect 1	<b>Unpleasant Work Allowance</b>	Yes	Yes	Yes	Yes	
Ch 16 Sect 2	<b>Unpleasant Living Allowance</b>	Yes	Yes	Yes	Yes	
Ch 16 Sect 3	<b>Mine Countermeasures Vessels Environmental Allowance (MEA)</b>	No	No	No	No	
Ch 17 Sect 1	<b>Reimbursement of Medical, Dental, Optician and Prescription Fees</b>	Yes	Yes	Yes	Yes	law Army sS policy, AGAI ch 66
	<b>Reimbursement of Telephone and Postal Fees</b>	Yes	Yes	Yes	Yes	
Ch 17 Sect 2	<b>Experimental Test Allowance</b>	Yes	Yes	Yes	Yes	
Ch 17 Sect 3	<b>Compensation for Lost and Damaged Personal Effects</b>	Yes	Yes	Yes	Yes	
Ch 17 Sect 4	<b>Service Risks Insurance Premium Refunds</b>	Yes	Yes	Yes	Yes	
Ch 17 Sect 5	<b>Discharge Grant for Service Personnel Under Sentence</b>	Yes	Yes	Yes	Yes	
Ch 17 Sect 6	<b>Refund of Nugatory Holiday Expenditure</b>	Yes	Yes*	Yes	Yes	
Ch 17 Sect 7	<b>Experimental Diving Allowance</b>	Yes	Yes	Yes	Yes	
Ch 17 Sect 8	<b>Detainees Under Sentence Reimbursement Allowance</b>	Yes	Yes	Yes	Yes	
	<b>Funeral Grants – iaw JSP 751</b>	Yes	Yes	Yes	Yes	JSP 751 refers



## Chapter 2 Section 2 – Personal Status Categories Amended/Updated

### General

**02.0201. Declaration of Personal Status Category. Amended/Updated.** In order to determine eligibility for expenses, allowances and service accommodation (including any liability for charges) and to ensure that the relevant regulations are properly applied, all Service personnel are to declare their Personal Status Category (PStat Cat) on commissioning, enlistment or recall using JS Form JPA N001 [or digitally](#). Thereafter the Service person is required to inform their CO (or authorised representative), of any change to their personal circumstances that could affect their PStat Cat. A member of the Services who has remarried or registered a new civil partnership is to declare the PStat Cat appropriate to the current marriage/civil partnership. A change in PStat Cat is effective from the date of the change in circumstances (but see paragraph **02.0202**). In considering a change of PStat Cat the CO (or authorised representative) must satisfy themselves that the change of PStat Cat is in accordance with these regulations.

**02.0202.** If the date of change in circumstances is in doubt, or the CO (or their authorised representative) is unable to satisfy themselves that the change of PStat Cat has been made in accordance with these regulations then the individual may be directed to submit casework to the Defence Business Service (DBS) Pay and Allowances Casework and Complaints Cell (PACCC). Retrospective application of any change in PStat Cat may be withheld if the DBS MIL PERS-MIL OPS PACCC considers that the notification of the change has been unreasonably postponed.

### Status

**02.0203. Personal Status Category.** All Service personnel are to be placed into one of the following PStat Cats:

a. **PStat Cat 1.** Those in PStat Cat 1 will satisfy one of the following qualifying criteria:

(1) They are legally married and living with their spouse, or who would be but for the exigencies of the Services.

(2) They are registered in a civil partnership in accordance with the Civil Partnership Act, or are in a civil partnership under an overseas scheme recognised under that Act, and are living with their registered civil partner, or would be but for the exigencies of the Services.

b. **PStat Cat 2.** Those in PStat Cat 2 will have parental responsibility within the terms of the Children Act 1989 for a child and satisfy all of the following conditions (but see also paragraph **02.0204**):

(1) They have full residence of the child and can properly be regarded as the centre of and prime mover in the child's life. The Service person will not be categorised PStat Cat 2 where the child is normally resident with their other

natural parent or legal guardian and reside in a separate place of residence to the SP<sup>1</sup>.

(2) They provide a home where they would normally live with the child except when unable to do so during periods of absence directly attributable to their service in the Armed Forces.

(3) They provide, where the child is unable to care for itself, a carer who can look after the child during periods of absence directly attributable to their service in the Armed Forces. The child carer must not be the other natural parent of the child (but see paragraph **02.0204c**).

(4) That they accept financial responsibility for the child.

c. **PStat Cat 3.** A member of the Services who is not in PStat Cat 1 or 2 and who provides financial support for their spouse, former spouse, civil partner, former civil partner, or any dependant child by voluntary agreement. In this case, voluntary agreement means financial support provided other than by an order made by a court, a Child Support Agency arrangement, or the MOD under the relevant Service Act.

d. **PStat Cat 4.** A member of the Services who is not in PStat Cat 1 or 2 and who provides financial support for their spouse, former spouse, civil partner, former civil partner or any dependant child under an order made by a court, by a Child Support Agency arrangement, or the MOD under the relevant Service Act.

e. **PStat Cat 5.** All other members of the Services.

**02.0204. PStat Cat 2 Guidance.** Whether the Service person can properly be regarded as the centre of and prime mover in the life of the child will depend on a number of factors about which it may be necessary to make further enquiries. The following points should be considered:

a. Is the Service person the recipient of Child Benefit (CB) for the child in question? Where an individual other than the Service person is the recipient of CB then the child is not normally resident with the Service person who cannot then be the centre of and prime mover in their child's life.

b. Does the Service person maintain a home of their own where the child is normally resident? If the Service person does not, and the child is normally resident with some other person(s), the disadvantages of Service life will not affect the child. It is the responsibility of the Service person to demonstrate that they provide the home at which the child is normally resident.

c. How much staying contact<sup>2</sup> does the other natural parent have with the child? Despite the provisions of paragraph **02.0203b(3)**, it is not intended to prevent all staying contact nor any provision of care by the other natural parent to the child. However, the more contact the other natural parent has with the child, the less likely

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<sup>1</sup> Where the SP is in a LTR (E) and cohabiting with the other natural parent or legal guardian of their dependent child they may be categorised as P Stat 2. In this instance 02.0204c can be discounted.

<sup>2</sup> Staying Contact is where the child stays overnight with the other natural parent.

it is that the child will be subject to the requirements of their parent's service. It is the responsibility of the Service person to demonstrate that such contact is not excessive or contrary to requirements of paragraph **02.0203b**. There are no restrictions on staying contact for the child's other natural parent when the Service person is classed as INVOLSEP in accordance with **paragraph 1** of Annex B to Section 1 of this chapter, (e.g. deployment on operations, exercise or waiting to occupy SFA).

- d. Does the child spend the majority of time when not at school at the Service person's home and are the majority of the child's possessions there?
- e. Is the child registered with a Medical Surgery at the Service person's location and what address is recorded as the child's home?
- f. Do the records held by the child's school show the Service person's residence as the child's home address?
- g. Does the Service person draw Child Tax Credit? Where eligible, Child Tax Credit must be drawn by the Service person as it may only be claimed by an eligible individual with whom the child is living.
- h. When did the change in PStat Cat take place? There may be difficulties during transition from PStat Cat 1 to PStat Cat 2 and provision exists for a 3 month reconciliation period in which to arrange affairs. However, until a Service person has demonstrated that they are the centre of and the prime mover in their child's life, there is no entitlement to PStat Cat 2. Future intentions can be taken into account only if there is actual evidence of intent, e.g., the setting up of a separate home.
- i. How old is the child in question? When a child has reached the age of 18 and is not in full-time education or no longer meets the definition of a child (see paragraph **02.0110** of this Chapter) then Service personnel in PStat Cat 2 may no longer be entitled to that status and the associated entitlements, (e.g., Service Families Accommodation and Allowances).

**02.0205. Service, Civil Service and Welfare Organisation Spouse or Civil Partner.**

When the spouse or civil partner of the Service person is also a member of the Services (s), or the UK Civil Service (c), or a recognised welfare organisation<sup>3</sup> (c), then the PStat Cat is to bear the additional suffix of 's' or 'c'. The Service person and their spouse or civil partner will elect which spouse or civil partner will be PStat Cat 1 and which will be PStat Cat 5 (or the Civil Service equivalent). A spouse or civil partner in a welfare organisation is to declare a PStat Cat in the same way as if they were a UK Civil Servant. The chosen option will be notified and can only be changed under the following circumstances:

- a. On the occasion of substantive promotion, reversion or relinquishment of rank or grade of either spouse or civil partner.
- b. When either spouse or civil partner leaves the Services, Civil Service or recognised welfare organisation.

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<sup>3</sup> Recognised welfare organisation – Council of Voluntary Welfare Workers (CVWW), Royal Voluntary Service (RVS), SSAFA and Defence Medical Welfare Service (DMHS) will carry the suffix 'c'.

- c. When either spouse or civil partner is assigned/posted to another position.
- d. When a Servicewoman is on unpaid maternity leave.

Where a Service person categorised as PStat Cat 1c or 1s wishes to change their PStat Cat other than in these circumstances, casework is to be submitted to the DBS MIL PERS-MIL OPS PACCC.

## **Children Act 1989 – Parental Responsibility**

**02.0206. Children Act 1989.** These regulations have been framed to meet the requirements of the Services, but against the background of the Children Act 1989, which lays down a general principle for the courts, namely that the child's welfare shall be the paramount consideration when the court determines any question with respect to the upbringing or property of a child. It aims to have Court Orders made only when the court considers that doing so would be better than making no order at all.

**02.0207. Parental Responsibility.** Parental Responsibility means all the rights, duties, powers and responsibilities and authority which by law a parent of a child holds in relation to the child and their property. These rights and responsibilities of a parent are not set out in the Children Act 1989; these rights have been established through case law. Parents married at the time of the child's birth both have parental responsibility for the child. Where the parents were not married, the mother automatically has parental responsibility for the child unless the child was born after 1 Dec 2003 and the father or civil partner has jointly registered the birth of the child: in such cases both parents have parental responsibility. Fathers may however enter into a Parental Responsibility Agreement with the mother or apply to the court for an order confirming that they have parental responsibility.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## Chapter 2 Section 3 – Allowances Absence Matrix

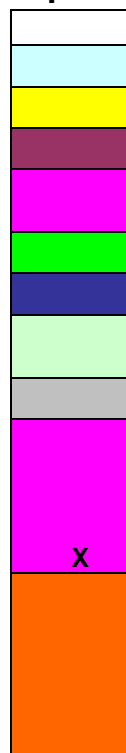
**02.0301. Absence Matrix.** This table shows the impact of various types of absence on allowances.

Absence Type	Element	Additional Adoption Leave	Additional Maternity Leave	Shared Parental Leave <sup>6</sup>	Career Intermission	Civilian Imprisonment	Home Office Registered Detention Rooms	MCTC	Parental Leave	Pre-natal Leave	Civil Custody	Compassionate Leave	DOMCOL/Enhanced Leave	Graduated Resettlement Training	Hospital In Patient	Hospital Leave	Individual Leave Allowance <sup>2</sup>	Jury Service	Military Custody	Ordinary Adoption Leave	Ordinary Maternity Leave	Paternity Leave (Adoption)	Paternity Leave (Birth)	Re-Engagement Leave	Relocation	R & R	Sickness Absence	Suspension from Duty	Terminal Leave	Unauthorised Absence	Missing <sup>3</sup>	Disciplinary Award (AWOL) <sup>4</sup>	Long Term Absentee <sup>5</sup>	Time Off for Dependants	Special Unpaid Leave	Secondment
		Attaches	CEA(Board)	FIA	GYH	GYH(I)	HDT (Auto)	LA	LOA <sup>1</sup>	LSA(INVOLSEP)	LSA(VOLSEP)	NIRS	ORA	RRA(L)	SMA																					

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## KEY

:



Stops payment from day 1 of absence.

If absence in excess of 9 days, stops payment from day 1 if still in issue.

Absence in excess of 10 days (allowance is retained for the first 10 days and is stopped from day 11) Manual Input.

Subject to manual review.

Residual Rates applied.

Stops payment from day 3 of absence.

No impact on Pay, Allowances or Charges. If period of UA exceeds 8 days disciplinary action may result in Pay being forfeited. Action will be taken to make the individual 'Non-Bank Paid'.

No direct impact.

If the Service person departs the Allowance Location and has no remaining entitled family in location, HR Admin staff are to select the move reason 'Permanent Departure for Allowances' on the date of departure. This is to be followed by another change of location with the move reason of 'Temp - Welfare/Comp' the day after the departure is published.

If the Service person departs the Allowance Location but has family remaining in the Allowance Location, HR Admin staff are to select the move reason of 'Temp – Welfare/Compassionate'.

Where the SP is in receipt of Statutory Maternity Pay (SMP) LOA is admissible this payment ceases on the 1<sup>st</sup> day that payment of SMP ceases.

If the Service person departs the Allowance Location and has no remaining entitled family in location, HR Admin staff are to select the move reason 'Permanent Departure for Allowances' on the date of departure. This is to be followed by another change of location with the move reason of 'Temp - Welfare/Comp' the day after the departure is published.

If the Service person departs the Allowance Location but has family remaining in the Allowance Location, HR Admin staff are to select the move reason of 'Temp – Welfare/Compassionate'.

- 1 Where necessary FAMGRANT replaces LOA.
- 2 ILA includes; Annual, Authorised, POL and Seagoers Leave.
- 3 These reasons are not classed as Absence Types but are included within the Casualty Process. Missing will only apply to personnel on Ops. There are various sub categories within missing.
- 4 To be used only when found guilty of being AWOL.
- 5 Following 21 days of Unauthorised Absence a Service Inquiry is convened and this absence type is actioned. JPAC assume responsibility of record.
- 6 Includes Ordinary Adoption Leave (OAL).

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**02.0302. Possible impact on Expenses and Allowances.** If a period of UA exceeds 8 days an individual will not be entitled to expenses and allowances in respect of the period of UA. Payments of allowances will stop in respect of the period of UA and action will be taken to make the individual 'Non-Bank Paid'. Any payments already made in respect of the period of UA will be recovered. The trigger for such action will be the issue of a certificate of absence, authorised by the Commanding Officer of the unit involved, or an officer designated by him. The certificate will be issued to the DBS and other agencies for appropriate action



# CHAPTER 3 – RATES

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# Chapter 3 Section 1 – Rates of Service Expenses and Allowances Amended/Updated

03.0101. Accommodation Expenses and Allowances Rates. Amended/Updated.

## LODGING ALLOWANCE (LA) DAILY RATES Amended/Updated.

RATE	RANK	LONDON		ELSEWHERE	
		1 Aug 22 £	1 Aug 23 £	1 Aug 22 £	1 Aug 23 £
A (See Note a)	OF5 and above	66.01	69.87	46.36	49.22
	OF3 & OF4	59.10	62.57	39.69	42.18
	OF1 & OF2	50.35	53.34	33.88	36.05
	OR6 and above	50.35	53.34	33.88	36.05
	OR5 and below	44.68	47.35	31.57	33.60
B (See Note b)	OF5 and above	57.48	61.32	40.75	43.61
	OF3 & OF4	50.68	54.16	34.08	36.57
	OF1 & OF2	41.94	44.92	28.27	30.44
	OR6 and above	41.94	44.92	28.27	30.44
	OR5 and below	36.27	38.93	25.96	27.99
C (See Note c)	OF5 and above	53.97	57.76	34.32	37.11
	OF3 & OF4	47.06	50.46	27.65	30.07
	OF1 & OF2	39.42	42.35	22.95	25.06
	OR6 and above	40.70	43.65	24.23	26.36
	OR5 and below	36.76	39.41	23.65	25.66
DAILY RESTRICTED RATES					
D (See Note d)	OF5 and above	20.07	21.66	14.67	16.05
	OF3 & OF4	20.07	21.66	14.67	16.05
	OF1 & OF2	20.07	21.66	14.67	16.05
	OR6 and above	20.07	21.66	14.67	16.05
	OR5 and below	20.07	21.66	14.67	16.05

RATE	RANK	LONDON		ELSEWHERE	
		1 Aug 22 £	1 Aug 23 £	1 Aug 22 £	1 Aug 23 £
E (See Note e)	OF5 and above	20.07	21.66	14.67	14.67
	OF3 & OF4	20.07	21.66	14.67	14.67
	OF1 & OF2	20.07	21.66	14.67	14.67
	OR6 and above	20.07	21.66	14.67	14.67
	OR5 and below	20.07	21.66	14.67	14.67

## Notes on LA Rates

- (a) **Rate A** Applies to personnel who, if required to live in Service single accommodation, would be exempt both food and accommodation charges.
- (b) **Rate B** Applies to personnel who, if required to live in Service single accommodation, would pay the daily food charge, but be exempt accommodation charges.
- (c) **Rate C** Applies to personnel who, if required to live in Service single accommodation, would pay the daily food charge, and accommodation charges.
- (d) **Rate D** Applies to single personnel who on posting to a new duty station where Service single accommodation is not available, occupy their privately owned accommodation, provided that all other conditions of entitlement to LA are met.
- (e) **Rate E** Applies to UnAcc personnel who on posting to a new duty station where Service single accommodation is not available occupy accommodation owned wholly or in part by the claimant, or his/her spouse, or dependant child, or by a non-public company in which any of the former maintain a financial interest - provided that the accommodation is not the claimant's main or family residence.

### FOOD ELEMENT OF LODGING ALLOWANCE (LA)

Daily Rate	
1 Apr 22	1 April 23 (No Change)
£6.83	£6.83

To be deducted from any Subsistence Allowance payments when they are claimed concurrently with Lodging Allowance.

### LONG SERVICE ADVANCE OF PAY (LSAP) / FORCES HELP TO BUY (FHTB)

AS AT 1 APR 23

LSAP Maximum Amount of Advance	£8,500
Rate of LSAP/FHTB Insurance Premium (annual premium deducted in equal monthly instalments)	27p for every £100 borrowed
LSAP/FHTB Interest Rate (where applicable)	2%

### COUNCIL TAX RELIEF (CTR)

Daily Rate	
1 May 22	1 Apr 23
£4.09	£4.32

### 03.0102. SUBSISTENCE AND MESSING EXPENSES AND ALLOWANCES RATES

#### NIGHT SUBSISTENCE (NS)

	1 Apr 21	1 Apr 23 (No Change)
<b>Hotel Accommodation booked through American Express (GBT)</b>	Actuals for B&B or D,B & B	Actuals for B&B or D,B & B

<b>Private Arrangements Rate (PAR)</b>	£35.00 per 24 hour period	£35.00 per 24 hour period
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#### DAY SUBSISTENCE (DS)

	1 Apr 21	1 Apr 23 (No Change)
<b>UK DS limit</b>	£25.00	£25.00
<b>Abated DS rate (when Dinner, Bed &amp; Breakfast provided through American Express (GBT))</b>	£4.26	£4.26

#### INCIDENTAL EXPENSES (IE)

(With effect 1 May 11 IE applies only to personnel hospitalised as in-patients.)

	1 Apr 21	1 Apr 23 (No Change)
<b>UK</b>	£5.00 per 24 hour period	£5.00 per 24 hour period
<b>Overseas</b>	£5.00 per 24 hour period	£5.00 per 24 hour period

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### RECLAIM THE DAILY FOOD CHARGE/CORE MEAL

MEAL	1 Apr 22	1 Apr 23 (No Change)
Breakfast	£1.40	£1.40
Main Meal of the Day (either Midday or Evening Meal)	£2.30	£2.30
Third Meal (Midday or Evening Meal)	£1.91	£1.91
Daily Rate	£5.61	£5.61

### MEALS OUT EXPENSES (MOE) - UK

MEAL	1 Apr 22	1 Apr 23 (No change)
Breakfast	£1.68	£1.68
Main Meal	£5.61	£5.61
Third Meal	£3.93	£3.93
Daily Rate	£11.22	£11.22

### DAILY RATES OF FOOD AND INCIDENTALS ALLOWANCE (FIA)

Daily Rate	
1 Apr 22	1 Apr 23 (No Change)
£7.58	£7.58

On those occasions where Subsistence Allowance is abated by the food element of FIA, the rates should be abated by the following amounts:-

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## FOOD ELEMENT OF FIA

Daily Rate	
1 Apr 22	1 Apr 23 (No Change)
£6.83	£6.83

### 03.0103. TRAVEL RELATED EXPENSES AND ALLOWANCES RATES Amended/Updated

## MOTOR MILEAGE ALLOWANCE

Type of Vehicle	1 Apr 22	1 Apr 23 (No Change)
Motor Cars	25.0p	25.0p
Motorcycles	-	24.0p
Motor Cars 75% Rate	18.75p	18.75p
Motorcycle 75% Rate	-	18.0p

## OFFICIAL PASSENGER ALLOWANCE

Type	1 Apr 22	1 Apr 23
First Official Passenger	3.0p	5.0p
Each Additional Passenger	2.0p	5.0p

## MISCELLANEOUS MOTOR MILEAGE ALLOWANCE RATES

Type	1 Apr 22	1 Apr 23
Bicycle	20.0p	20.0p
Carriage of Sports Equipment	2.0p	2.0p



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## GURKHA TRAVEL ALLOWANCE

### Nepal (Gurkha) Trek Allowance

Calculated by Army Remuneration Policy

	1 Apr 23	1 Jul 23
Initial allowance per day per person.	NCR 1040.56	NCR 1500
Daily rate per day per person.	NCR 462.53	NCR 700

## CONCESSIONARY TRAVEL FOR FAMILIES (CTF) RATES Amended/Updated

<b>GYH(O) FLIGHT COSTS</b> (All fares shown are return flights)		
<b>Flight Journey</b>	<b>1 Jun 23 £</b>	<b>1 Oct 23 £</b>
Belize to London	1,125	1,104
Brunei to London	1,889	1,669
Canada (East) to London	811	869
Canada (West) to London	1,315	1,288
Cyprus to London	498	417
Germany to London	254	280
Gibraltar to London	207	196
Nepal to London	1,293	1,134
USA (Midwest) to London	1,289	1,324
USA (Northeast) to London	975	903

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

USA (Pacific – Alaska) to London	1,565	1,352
USA (South) to London	1,133	1,104
USA (West) to London	1,093	1,121

## HOME TO DUTY TRAVEL RATES AS AT 1 APR 23 (No Change)

### How to read this table.

1. Column (a) is the one-way distance between the start and finish points of a Home to Duty Travel (HDT) journey.
2. Columns (b) to (e) are the corresponding HDT amounts paid and PC deducted for a return journey based on the type of HDT being paid and the transport type.

	Motor Vehicle		Bicycle	
	HDT(Automatic) <sup>1</sup> Daily rate	HDT (Manual) <sup>2</sup> Per journey rate	HDT(Automatic) Daily rate	HDT (Manual) Per journey rate
<b>Personal Contribution - Public Accommodation</b>	£0.95	£1.61	£0.24	£0.40
<b>Personal Contribution - Private Accommodation</b>	£2.85	£4.82	£0.24	£0.40
<b>One-way distance (Miles)</b> (a)	(b)	(c)	(d)	(e)
1	£0.32	£0.54	£0.24	£0.40
2	£0.63	£1.07	£0.47	£0.80
3	£0.95	£1.61	£0.71	£1.20
4	£1.26	£2.14	£0.95	£1.60
5	£1.58	£2.68	£1.18	£2.00
6	£1.90	£3.21	£1.42	£2.40
7	£2.22	£3.75	£1.66	£2.80
8	£2.53	£4.28	£1.89	£3.20
9	£2.85	£4.82	£2.13	£3.60
10	£3.17	£5.35	£2.37	£4.00
11	£3.48	£5.89	£2.60	£4.40
12	£3.80	£6.42	£2.84	£4.80
13	£4.12	£6.96	£3.08	£5.20
14	£4.43	£7.49	£3.31	£5.60
15	£4.75	£8.03	£3.55	£6.00
16	£5.07	£8.56	£3.79	£6.40
17	£5.38	£9.10	£4.02	£6.80
18	£5.70	£9.63	£4.26	£7.20
19	£6.02	£10.17	£4.50	£7.60

<sup>1</sup> See Chapter 7 Section 3 Para 07.0374a

<sup>2</sup> See Chapter 7 Section 3 Para 07.0374b

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

20	£6.33	£10.70	£4.73	£8.00
21	£6.65	£11.24	£4.97	£8.40
22	£6.97	£11.77	£5.21	£8.80
23	£7.28	£12.31	£5.44	£9.20
24	£7.46	£12.84	£5.68	£9.60
25	£7.63	£13.38	£5.92	£10.00
26	£7.80	£13.91	£6.15	£10.40
27	£7.98	£14.45	£6.39	£10.80
28	£8.15	£14.98	£6.63	£11.20
29	£8.32	£15.52	£6.86	£11.60
30	£8.50	£16.05	£7.10	£12.00
31	£8.67	£16.59	£7.34	£12.40
32	£8.85	£17.12	£7.57	£12.80
33	£9.02	£17.66	£7.81	£13.20
34	£9.20	£18.19	£8.05	£13.60
35	£9.37	£18.73	£8.28	£14.00
36	£9.55	£19.26	£8.52	£14.40
37	£9.72	£19.80	£8.76	£14.80
38	£9.89	£20.33	£9.00	£15.20
39	£10.07	£20.87	£9.23	£15.60
40	£10.24	£21.40	£9.47	£16.00
41	£10.42	£21.94	£9.71	£16.40
42	£10.59	£22.47	£9.94	£16.80
43	£10.76	£23.01	£10.18	£17.20
44	£10.94	£23.54	£10.42	£17.60
45	£11.11	£24.08	£10.65	£18.00
46	£11.29	£24.61	£10.89	£18.40
47	£11.46	£25.15	£11.13	£18.80
48	£11.64	£25.68	£11.36	£19.20
49	£11.81	£26.22	£11.60	£19.60
50	£11.98	£26.75	£11.84	£20.00
51	£12.16	£27.29	£12.07	£20.40
52	£12.33	£27.82	£12.31	£20.80
53	£12.51	£28.36	£12.55	£21.20
54	£12.68	£28.89	£12.78	£21.60
55	£12.85	£29.43	£13.02	£22.00

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

<b>56</b>	£13.03	£29.96	£13.26	£22.40
<b>57</b>	£13.20	£30.50	£13.49	£22.80
<b>58</b>	£13.38	£31.03	£13.73	£23.20
<b>59</b>	£13.55	£31.57	£13.97	£23.60
<b>60</b>	£13.72	£32.10	£14.20	£24.00
<b>61</b>	£13.90	£32.64	£14.44	£24.40
<b>62</b>	£14.07	£33.17	£14.68	£24.80
<b>63</b>	£14.25	£33.71	£14.91	£25.20
<b>64</b>	£14.42	£34.24	£15.15	£25.60
<b>65</b>	£14.60	£34.78	£15.39	£26.00
<b>66</b>	£14.77	£35.31	£15.62	£26.40
<b>67</b>	£14.94	£35.85	£15.86	£26.80
<b>68</b>	£15.12	£36.38	£16.10	£27.20
<b>69</b>	£15.29	£36.92	£16.33	£27.60
<b>70</b>	£15.47	£37.45	£16.57	£28.00

#### HDT(Manual) – Per journey rates for distances above 50 miles

One-way distance (Miles)	Motor vehicle HDT (Manual)	One-way distance (Miles)	Motor vehicle HDT (Manual)	One-way distance (Miles)	Motor vehicle HDT (Manual)	One-way distance (Miles)	Motor vehicle HDT (Manual)
<b>51</b>	£27.29	<b>101</b>	£54.04	<b>151</b>	£80.79	<b>201</b>	£107.54
<b>52</b>	£27.82	<b>102</b>	£54.57	<b>152</b>	£81.32	<b>202</b>	£108.07
<b>53</b>	£28.36	<b>103</b>	£55.11	<b>153</b>	£81.86	<b>203</b>	£108.61
<b>54</b>	£28.89	<b>104</b>	£55.64	<b>154</b>	£82.39	<b>204</b>	£109.14
<b>55</b>	£29.43	<b>105</b>	£56.18	<b>155</b>	£82.93	<b>205</b>	£109.68
<b>56</b>	£29.96	<b>106</b>	£56.71	<b>156</b>	£83.46	<b>206</b>	£110.21
<b>57</b>	£30.50	<b>107</b>	£57.25	<b>157</b>	£84.00	<b>207</b>	£110.75
<b>58</b>	£31.03	<b>108</b>	£57.78	<b>158</b>	£84.53	<b>208</b>	£111.28
<b>59</b>	£31.57	<b>109</b>	£58.32	<b>159</b>	£85.07	<b>209</b>	£111.82
<b>60</b>	£32.10	<b>110</b>	£58.85	<b>160</b>	£85.60	<b>210</b>	£112.35
<b>61</b>	£32.64	<b>111</b>	£59.39	<b>161</b>	£86.14	<b>211</b>	£112.89
<b>62</b>	£33.17	<b>112</b>	£59.92	<b>162</b>	£86.67	<b>212</b>	£113.42
<b>63</b>	£33.71	<b>113</b>	£60.46	<b>163</b>	£87.21	<b>213</b>	£113.96
<b>64</b>	£34.24	<b>114</b>	£60.99	<b>164</b>	£87.74	<b>214</b>	£114.49
<b>65</b>	£34.78	<b>115</b>	£61.53	<b>165</b>	£88.28	<b>215</b>	£115.03
<b>66</b>	£35.31	<b>116</b>	£62.06	<b>166</b>	£88.81	<b>216</b>	£115.56
<b>67</b>	£35.85	<b>117</b>	£62.60	<b>167</b>	£89.35	<b>217</b>	£116.10

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

<b>68</b>	£36.38	<b>118</b>	£63.13	<b>168</b>	£89.88	<b>218</b>	£116.63
<b>69</b>	£36.92	<b>119</b>	£63.67	<b>169</b>	£90.42	<b>219</b>	£117.17
<b>70</b>	£37.45	<b>120</b>	£64.20	<b>170</b>	£90.95	<b>220</b>	£117.70
<b>71</b>	£37.99	<b>121</b>	£64.74	<b>171</b>	£91.49	<b>221</b>	£118.24
<b>72</b>	£38.52	<b>122</b>	£65.27	<b>172</b>	£92.02	<b>222</b>	£118.77
<b>73</b>	£39.06	<b>123</b>	£65.81	<b>173</b>	£92.56	<b>223</b>	£119.31
<b>74</b>	£39.59	<b>124</b>	£66.34	<b>174</b>	£93.09	<b>224</b>	£119.84
<b>75</b>	£40.13	<b>125</b>	£66.88	<b>175</b>	£93.63	<b>225</b>	£120.38
<b>76</b>	£40.66	<b>126</b>	£67.41	<b>176</b>	£94.16	<b>226</b>	£120.91
<b>77</b>	£41.20	<b>127</b>	£67.95	<b>177</b>	£94.70	<b>227</b>	£121.45
<b>78</b>	£41.73	<b>128</b>	£68.48	<b>178</b>	£95.23	<b>228</b>	£121.98
<b>79</b>	£42.27	<b>129</b>	£69.02	<b>179</b>	£95.77	<b>229</b>	£122.52
<b>80</b>	£42.80	<b>130</b>	£69.55	<b>180</b>	£96.30	<b>230</b>	£123.05
<b>81</b>	£43.34	<b>131</b>	£70.09	<b>181</b>	£96.84	<b>231</b>	£123.59
<b>82</b>	£43.87	<b>132</b>	£70.62	<b>182</b>	£97.37	<b>232</b>	£124.12
<b>83</b>	£44.41	<b>133</b>	£71.16	<b>183</b>	£97.91	<b>233</b>	£124.66
<b>84</b>	£44.94	<b>134</b>	£71.69	<b>184</b>	£98.44	<b>234</b>	£125.19
<b>85</b>	£45.48	<b>135</b>	£72.23	<b>185</b>	£98.98	<b>235</b>	£125.73
<b>86</b>	£46.01	<b>136</b>	£72.76	<b>186</b>	£99.51	<b>236</b>	£126.26
<b>87</b>	£46.55	<b>137</b>	£73.30	<b>187</b>	£100.05	<b>237</b>	£126.80
<b>88</b>	£47.08	<b>138</b>	£73.83	<b>188</b>	£100.58	<b>238</b>	£127.33
<b>89</b>	£47.62	<b>139</b>	£74.37	<b>189</b>	£101.12	<b>239</b>	£127.87
<b>90</b>	£48.15	<b>140</b>	£74.90	<b>190</b>	£101.65	<b>240</b>	£128.40
<b>91</b>	£48.69	<b>141</b>	£75.44	<b>191</b>	£102.19	<b>241</b>	£128.94
<b>92</b>	£49.22	<b>142</b>	£75.97	<b>192</b>	£102.72	<b>242</b>	£129.47
<b>93</b>	£49.76	<b>143</b>	£76.51	<b>193</b>	£103.26	<b>243</b>	£130.01
<b>94</b>	£50.29	<b>144</b>	£77.04	<b>194</b>	£103.79	<b>244</b>	£130.54
<b>95</b>	£50.83	<b>145</b>	£77.58	<b>195</b>	£104.33	<b>245</b>	£131.08
<b>96</b>	£51.36	<b>146</b>	£78.11	<b>196</b>	£104.86	<b>246</b>	£131.61
<b>97</b>	£51.90	<b>147</b>	£78.65	<b>197</b>	£105.40	<b>247</b>	£132.15
<b>98</b>	£52.43	<b>148</b>	£79.18	<b>198</b>	£105.93	<b>248</b>	£132.68
<b>99</b>	£52.97	<b>149</b>	£79.72	<b>199</b>	£106.47	<b>249</b>	£133.22
<b>100</b>	£53.50	<b>150</b>	£80.25	<b>200</b>	£107.00	<b>250</b>	£133.75

### HDT(Automatic) – Daily rates for distances above 50 miles

One-way distance (Miles)	Motor vehicle HDT (Auto)	One-way distance (Miles)	Motor vehicle HDT (Auto)	One-way distance (Miles)	Motor vehicle HDT (Auto)	One-way distance (Miles)	Motor vehicle HDT (Auto)
51	£12.16	101	£20.86	151	£29.57	201	£38.28
52	£12.33	102	£21.04	152	£29.74	202	£38.45
53	£12.51	103	£21.21	153	£29.92	203	£38.63
54	£12.68	104	£21.39	154	£30.09	204	£38.80
55	£12.85	105	£21.56	155	£30.27	205	£38.97
56	£13.03	106	£21.73	156	£30.44	206	£39.15
57	£13.20	107	£21.91	157	£30.62	207	£39.32
58	£13.38	108	£22.08	158	£30.79	208	£39.50
59	£13.55	109	£22.26	159	£30.96	209	£39.67
60	£13.72	110	£22.43	160	£31.14	210	£39.84
61	£13.90	111	£22.61	161	£31.31	211	£40.02
62	£14.07	112	£22.78	162	£31.49	212	£40.19
63	£14.25	113	£22.95	163	£31.66	213	£40.37
64	£14.42	114	£23.13	164	£31.83	214	£40.54
65	£14.60	115	£23.30	165	£32.01	215	£40.72
66	£14.77	116	£23.48	166	£32.18	216	£40.89
67	£14.94	117	£23.65	167	£32.36	217	£41.06
68	£15.12	118	£23.82	168	£32.53	218	£41.24
69	£15.29	119	£24.00	169	£32.71	219	£41.41
70	£15.47	120	£24.17	170	£32.88	220	£41.59
71	£15.64	121	£24.35	171	£33.05	221	£41.76
72	£15.81	122	£24.52	172	£33.23	222	£41.93
73	£15.99	123	£24.70	173	£33.40	223	£42.11
74	£16.16	124	£24.87	174	£33.58	224	£42.28
75	£16.34	125	£25.04	175	£33.75	225	£42.46
76	£16.51	126	£25.22	176	£33.92	226	£42.63
77	£16.68	127	£25.39	177	£34.10	227	£42.80
78	£16.86	128	£25.57	178	£34.27	228	£42.98
79	£17.03	129	£25.74	179	£34.45	229	£43.15
80	£17.21	130	£25.91	180	£34.62	230	£43.33
81	£17.38	131	£26.09	181	£34.79	231	£43.50
82	£17.56	132	£26.26	182	£34.97	232	£43.68
83	£17.73	133	£26.44	183	£35.14	233	£43.85



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

<b>84</b>	£17.90	<b>134</b>	£26.61	<b>184</b>	£35.32	<b>234</b>	£44.02
<b>85</b>	£18.08	<b>135</b>	£26.78	<b>185</b>	£35.49	<b>235</b>	£44.20
<b>86</b>	£18.25	<b>136</b>	£26.96	<b>186</b>	£35.67	<b>236</b>	£44.37
<b>87</b>	£18.43	<b>137</b>	£27.13	<b>187</b>	£35.84	<b>237</b>	£44.55
<b>88</b>	£18.60	<b>138</b>	£27.31	<b>188</b>	£36.01	<b>238</b>	£44.72
<b>89</b>	£18.77	<b>139</b>	£27.48	<b>189</b>	£36.19	<b>239</b>	£44.89
<b>90</b>	£18.95	<b>140</b>	£27.66	<b>190</b>	£36.36	<b>240</b>	£45.07
<b>91</b>	£19.12	<b>141</b>	£27.83	<b>191</b>	£36.54	<b>241</b>	£45.24
<b>92</b>	£19.30	<b>142</b>	£28.00	<b>192</b>	£36.71	<b>242</b>	£45.42
<b>93</b>	£19.47	<b>143</b>	£28.18	<b>193</b>	£36.88	<b>243</b>	£45.59
<b>94</b>	£19.65	<b>144</b>	£28.35	<b>194</b>	£37.06	<b>244</b>	£45.76
<b>95</b>	£19.82	<b>145</b>	£28.53	<b>195</b>	£37.23	<b>245</b>	£45.94
<b>96</b>	£19.99	<b>146</b>	£28.70	<b>196</b>	£37.41	<b>246</b>	£46.11
<b>97</b>	£20.17	<b>147</b>	£28.87	<b>197</b>	£37.58	<b>247</b>	£46.29
<b>98</b>	£20.34	<b>148</b>	£29.05	<b>198</b>	£37.75	<b>248</b>	£46.46
<b>99</b>	£20.52	<b>149</b>	£29.22	<b>199</b>	£37.93	<b>249</b>	£46.64
<b>100</b>	£20.69	<b>150</b>	£29.40	<b>200</b>	£38.10	<b>250</b>	£46.81

## OVERSEAS PRIVATE VEHICLE PROVISION

	<b>1 Apr 22</b>	<b>1 Apr 23 (no Change)</b>
<b>Overseas Private Vehicle Provision</b>	£1025	£1025

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

#### 03.0104. SEPARATION ALLOWANCES RATES Amended/Updated

#### LONGER SEPARATION ALLOWANCE (LSA) Amended/Updated

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

LEVEL	Daily Rate	
	1 Apr 22	1 Apr 23
Level 1 (Up to 280 days)	£7.89	£8.35
Level 2 (281 – 460 days)	£12.33	£13.05
Level 3 (461 – 640 days)	£16.78	£17.75
Level 4 (641 – 820 days)	£18.42	£19.49
Level 5 (821 – 1000 days)	£19.82	£20.97
Level 6 (1001 – 1180 days)	£21.24	£22.47
Level 7 (1181 – 1360 days)	£22.64	£23.95
Level 8 (1361 – 1540 days)	£24.77	£26.21
Level 9 (1541 – 1720 days)	£26.10	£27.72
Level 10 (1721 – 1900 days)	£27.61	£29.21
Level 11 (1901 – 2080 days)	£29.02	£30.70
Level 12 (2081 – 2260 days)	£30.45	£32.22
Level 13 (2261 – 2440 days)	£31.84	£33.69
Level 14 (2441 – 2800 days)	£33.26	£35.19
Level 15 (2801 – 3160 days)	£34.66	£36.67
Level 16 (3161+ days)	£36.05	£38.14

### GET YOU HOME TRAVEL (GYH TRAVEL) RATES

<b>Distance from Place of Duty (miles)</b>	<b>GYH(T) Daily Rate as at 1 Apr 22 (£)</b>	<b>GYH(T) Daily Rate as at 1 Jul 23 (£)</b>
20	0.80	0.86
30	1.21	1.29
40	1.61	1.72
50	2.01	2.15
60	2.41	2.58
70	2.82	3.02
80	3.22	3.45
90	3.62	3.87
100	4.02	4.30
110	4.43	4.74
120	4.83	5.17
130	5.23	5.60
140	5.63	6.02
150	6.04	6.46
160	6.44	6.89
170	6.84	7.32
180	7.24	7.75
190	7.65	8.19
200	8.05	8.61
210	8.40	9.04
220	8.53	9.18
230	8.65	9.31
240	8.78	9.44
250	8.90	9.58
260	9.03	9.71
270	9.15	9.84
280	9.28	9.98
290	9.40	10.11
300	9.53	10.25
310	9.65	10.38
320	9.78	10.51
330	9.90	10.65
340	10.03	10.78
350	10.15	10.91
360	10.28	11.05
370	10.40	11.18
380	10.53	11.31
390	10.65	11.45
400	10.78	11.58
410	10.90	11.72

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**GET YOU HOME TRAVEL (GYH TRAVEL) RATES - CONTINUED**

<b>Distance from Place of Duty (miles)</b>	<b>GYH(T) Daily Rate as at 1 Apr 22 (£)</b>	<b>GYH(T) Daily Rate as at 1 Jul 23 (£)</b>
420	11.03	11.85
430	11.15	11.98
440	11.28	12.12
450	11.40	12.25
460	11.53	12.38
470	11.65	12.52
480	11.78	12.65
490	11.90	12.79
500	12.03	12.92
510	12.15	13.05
520	12.28	13.19
530	12.40	13.32

**GET YOU HOME (EARLY YEARS) (OVERSEAS ASSISTANCE) (GYH(EY)(OA)) (No  
change)**

	<b>1 Apr 22</b>	<b>1 Apr 23 (No Change)</b>
Cap for one journey per entitlement year.	£400	£400

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### 03.0105. LOCATION ALLOWANCES RATES Amended/Updated

#### GET YOU HOME (OVERSEAS) (GYH(O)) FLIGHT ALLOWANCES Amended/Updated

Assignment Country	GYH(O) Flight Allowance 1 Jun 23 £	GYH(O) Flight Allowance 1 Oct 23 £
Afghanistan	-	-
Antigua	1,504	1,395
Argentina	1,633	1,388
Australia (East)	2,011	2,060
Australia (West)	1,983	2,142
Austria	285	275
Bahamas	1,292	1,228
Bahrain	879	919
Bangladesh	1,276	1,034
Barbados	1,301	1,250
Belgium	193	206
Belize	1,125	1,104
Bermuda	1,329	1,566
Bosnia	433	433
Botswana	1,270	1,192
Brazil	1,389	1,345
Brunei	1,889	1,669
Bulgaria	303	273
Burma	1,386	1,453
Cameroon	1,223	1,221
Canada (East)	811	869
Canada (West)	1,315	1,288
Canary Islands	467	302
Chile	1,404	1,298
Colombia	1,221	1,370
Croatia	252	216
Cyprus	498	417
Czech Republic	175	171
Denmark	170	191
Diego Garcia (via Bahrain)	879	919
Diego Garcia (via Singapore)	1,810	1,488

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Egypt	870	632
Assignment Country	GYH(O) Flight Allowance 1 Jun 23 £	GYH(O) Flight Allowance 1 Oct 23 £
El Salvador	1,258	1,242
Eritrea	1,069	1,085
Estonia	322	287
Ethiopia	984	916
France	244	251
Guyana	1,781	1,797
Gambia	936	989
Georgia	706	736
Germany	254	280
Ghana	965	988
Gibraltar	207	196
Greece	248	239
Iceland	288	299
India	1,067	880
Indonesia	1,449	1,307
Italy (North)	231	226
Italy (South)	192	193
Japan	2,001	1,870
Jordan	698	681
Kenya	1,093	925
Korea - Republic of	1,404	1,422
Kuwait	796	773
Latvia	327	328
Lebanon	416	426
Liberia	1,675	1,418
Lithuania	247	238
Luxembourg	220	258
Macedonia	384	315
Malawi	1,337	1,290
Malaysia	1,639	1,358
Mexico	1,349	1,393
Mozambique	1,074	1,026
Nepal	1,293	1,134
Netherlands	180	193

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

New Zealand	2,293	2,138
Nigeria	1,482	1,532

Assignment Country	GYH(O) Flight Allowance 1 Jun 23 £	GYH(O) Flight Allowance 1 Oct 23 £
Norway	196	201
Oman	980	881
Pakistan	1,005	843
Poland	246	265
Portugal	228	196
Qatar	871	804
Romania	308	316
Republic of Ireland	132	134
Russia	-	-
Rwanda	1,390	1,091
Saudi Arabia	1,068	957
Senegal	930	885
Serbia	362	316
Seychelles	1,333	1,491
Sierra Leone	1,401	1,411
Singapore	1,810	1,488
Slovakia	493	432
South Africa	938	883
Spain	267	242
Sri Lanka	1,143	1,050
Sudan	727	1,010
Sweden	254	254
Switzerland	230	228
Taiwan	1,534	1,445
Trinidad and Tobago	1,964	1,627
Turkey	390	273
Uganda	1,173	1,091
Ukraine	-	-
United Arab Emirates	957	917
United States of America (Midwest)	1,289	1,324
United States of America (Northeast)	975	903



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

United States of America (Pacific - Alaska)	1,565	1,352
United States of America (South)	1,133	1,104
United States of America (West)	1,093	1,121
United States of America (Hawaii)	1,696	1,521
Uruguay	1,595	1,646
Yemen	-	-
Zimbabwe	1,413	1,354

#### RESPIRE PROVISION (RP)

Assignment Country	Respite Provision (Number of days)	Amount per person per day £	Maximum Refund per person £
Algeria	7	101	707
Ascension	9	135	1215
Australia	4	115	460
Bahrain	7	154	1078
Bangladesh	7	129	903
Belgium	4	110	440
Belize	7	113	791
Bosnia	7	74	518
Brunei	7	105	735
Bulgaria	4	79	316
Cameroon	7	143	1001
Canada East	4	146	584
Canada West	4	139	556
Colombia	9	86	774
Cyprus	4	97	388
Czech Republic	4	84	336
Denmark	4	135	540
Estonia	4	97	388
Ethiopia	7	92	644
Falkland Islands	6	125	750
France	4	106	424
Georgia	7	63	441
Germany	4	103	412
Gibraltar	4	88	352
Greece	4	102	408
India	7	92	644
Indonesia	7	125	875
Iraq	7	106	742
Israel	4	198	792
Italy South	4	104	416
Italy North	4	104	416
Japan	4	185	740
Jordan	7	163	1141
Kenya	7	114	798

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Korea Republic	4	168	672
Kuwait	7	140	980
Latvia	4	94	376
Lithuania	4	86	344
Malaysia	7	109	763
Nepal	7	85	595
Netherlands	4	108	432
New Zealand	4	113	452
Nigeria	7	118	826
Norway	4	134	536
Oman	7	145	1015
Pakistan	7	77	539
Poland	4	79	316
Portugal	4	95	380
Qatar	7	161	1127
Romania	4	74	296
Saudi Arabia	7	142	994
Senegal	7	130	910
Seychelles	7	132	924
Sierra Leone	7	112	784
Singapore	4	173	692
Slovakia	4	90	360
Somalia	9	95	855
Spain	4	95	380
Sudan	7	119	833
Tunisia	7	78	546
Turkey	7	66	462
UAE	7	157	1099
Ukraine	7	79	553
USA West	4	162	648
USA Midwest	4	153	612
USA Northeast	4	158	632
USA South	4	167	668
USA Alaska	4	161	644
USA Hawaii	4	189	756

## NORTHERN IRELAND RESIDENT'S SUPPLEMENT (NIRS) Amended/Updated

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

	1 Apr 22	1 Apr 23
Daily Rate	£8.58	£9.08

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**RECRUITMENT AND RETENTION ALLOWANCE (LONDON) (RRA(L))**  
**Amended/Updated**

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

	<b>1 Apr 22</b>	<b>1 Apr 23</b>
Daily Rate	£4.53	£4.79

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**OVERSEAS LOAN SERVICE ALLOWANCE Amended/Updated  
RATES OF PAY EFFECTIVE FROM 1 APRIL 2023 TO 31 MARCH 2024**

		<b>BAND 1</b>	<b>BAND 2</b>	<b>BAND 3</b>	<b>BAND 4</b>	<b>BAND 5</b>	<b>BAND 6</b>	<b>BAND 7</b>	<b>BAND 8</b>	<b>BAND 9</b>	<b>BAND 10</b>
Admiral, General RM, General, Air Chief Marshal	Annual	£30,194.14	£40,258.85	£50,323.56	£60,388.27	£70,452.98	£80,517.70	£90,582.41	£100,647.12	£110,711.83	£120,776.54
Vice Admiral, Lt General RM, Lt General, Air Marshal	Annual	£23,019.37	£30,692.50	£38,365.62	£46,038.74	£53,711.87	£61,384.99	£69,058.12	£76,731.24	£84,404.36	£92,077.49
Rear Admiral, Major General RM, Major General, Air Vice Marshal	Annual	£19,784.63	£65,379.50	£32,974.38	£39,569.26	£46,164.13	£52,759.01	£59,353.88	£65,948.76	£72,543.64	£79,138.51
Commodore/Brigadier(RM), Brigadier, Air Commodore	Annual	£18,021.49	£24,028.66	£30,035.82	£36,042.98	£42,050.15	£48,057.31	£54,064.48	£60,071.64	£66,078.80	£72,085.97
Captain RN/Colonel RM, Colonel, Group Captain	Annual	£15,146.84	£20,195.78	£25,244.73	£30,293.68	£35,342.62	£40,391.57	£45,440.51	£50,489.46	£55,538.41	£60,587.35
Commander/Lt Colonel RM, Lt Colonel, Wing Commander	Annual	£12,528.63	£16,704.84	£20,881.05	£25,057.26	£29,233.47	£33,409.68	£37,585.89	£41,762.10	£45,938.31	£50,114.52
Lt Commander/Major RM, Major, Squadron Leader	Annual	£8,969.90	£11,959.87	£14,949.84	£17,939.81	£20,929.78	£23,919.74	£26,909.71	£29,899.68	£32,889.65	£35,879.62
Lieutenant RN/SUY, Captain RM/SCC, Lieutenant/Captain (LE), Flying Officer/Flt Lt (Br Off)	Annual	£8,603.87	£11,471.83	£14,339.79	£17,207.75	£20,075.71	£22,943.66	£25,811.62	£28,679.58	£31,547.54	£34,415.50
Lieutenant RN (Note 1), Captain RM, Captain, Flight Lieutenant	Annual	£7,151.94	£9,535.92	£11,919.90	£14,303.88	£16,687.86	£19,071.84	£21,455.82	£23,839.80	£26,223.78	£28,607.76
Lieutenant RM, Lieutenant, Flying Officer, Sub Lieutenant	Annual	£5,613.75	£7,485.00	£9,356.25	£11,227.50	£13,098.75	£14,970.00	£16,841.25	£18,712.50	£20,583.75	£22,455.00
Warrant Officer 1 RN, WO1 RM, WO1, Warrant Officer	Annual	£8,457.46	£11,276.62	£14,095.77	£16,914.92	£19,734.08	£22,553.23	£25,372.39	£28,191.54	£31,010.69	£33,829.85
Warrant Officer 2 RN, WO2 RM, Warrant Officer 2, Flt Sergeant	Annual	£7,322.85	£9,763.80	£12,204.75	£14,645.70	£17,086.65	£19,527.60	£21,968.55	£24,409.50	£26,850.45	£29,291.40

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

		BAND 1	BAND 2	BAND 3	BAND 4	BAND 5	BAND 6	BAND 7	BAND 8	BAND 9	BAND 10
CPO RN/CSGT RM, Staff Sergeant, Chief Tech	Annual	£6,746.62	£8,995.49	£11,244.36	£13,493.23	£15,742.10	£17,990.98	£20,239.85	£22,488.72	£24,737.59	£26,986.46
PO RN/SGT RM, Sergeant, Sergeant RAF	Annual	£6,015.51	£8,020.68	£10,025.85	£12,031.02	£14,036.19	£16,041.36	£18,046.53	£20,051.70	£22,056.87	£24,062.04
Corporal RM, Corporal, Corporal RAF	Annual	£5,357.74	£7,143.65	£8,929.56	£10,715.47	£12,501.38	£14,287.30	£16,073.21	£17,859.12	£19,645.03	£21,430.94
Lance Corporal, Junior Tech	Annual	£4,615.34	£6,153.79	£7,692.24	£9,230.69	£10,769.14	£12,307.58	£13,846.03	£15,384.48	£16,922.93	£18,461.38
AS1, equivalents and below	Annual	£3,660.07	£4,880.09	£6,100.11	£7,320.13	£8,540.15	£9,760.18	£10,980.20	£12,200.22	£13,420.24	£14,640.26

**Notes:**

1. This rate of Overseas Loan Service Allowance (OLSA) should also be paid to: RN: Senior Upper Yardmen Sub Lieutenants.
2. The Daily Rate will be calculated by JPA.

### 03.0106. RELOCATION EXPENSES AND ALLOWANCES RATES

#### DISTURBANCE EXPENSES (DE) RATES

LOCATION AND TYPE OF PROPERTY OCCUPIED	1 Apr 22	1 Apr 23
Overseas SFA/SSFA/Privately Owned/Rented	£1,638	£1,810
UK SFA/SSFA/Privately Owned/Rented	£1,041	£1,041
Overseas SLA/SSSA	£323	£357
UK SLA/SSSA	£103	£103

Child Element (for each eligible child)	£81	£81
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#### UK PRIVATE ARRANGEMENTS SELF HELP SCHEME (UKPASH)

	1 Apr 22	1 Apr 23
Rate per cubic metre (up to a maximum of 6 cubic metres)	£42.24 per cubic metre	£46.68 per cubic metre

#### INSURANCE ALLOWANCE (IA) RATES

	1 Apr 22	1 Apr 23
All Personnel	£62.60	£69.17

#### REFUND OF LEGAL EXPENSES (RLE) RATES

	1 Apr 22	1 Apr 23 (No Change)
Maximum Refund	£5,000	£5,000

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### **03.0107. CLOTHING ALLOWANCES RATES**

#### **CIVILIAN CLOTHING ANNUAL GRANT (CCAG)**

	<b>1 Apr 22</b>	<b>1 Apr 23</b>
All personnel	£351 per year	£399 per year

#### **CIVILIAN CLOTHING DAILY ALLOWANCE (CCDA)**

	<b>1 Apr 22</b>	<b>1 Apr 23</b>
All personnel	£0.96 per day	£1.09 per day

#### **CLIMATIC CLOTHING GRANT (HOT POSTS) (CCG(HP))**

	<b>1 Apr 22</b>	<b>1 Apr 23</b>
All personnel	£877	£998

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### 03.0108. EDUCATION ALLOWANCES RATES Amended/Updated

EDUCATION ALLOWANCE	1 Aug 22	1 Aug 23
CEA (Board) - Senior	£8047 per term	£8692 per term
CEA (Board) – Junior	£6380 per term	£6998 per term
CEA SENA SP	£12023 per term	£12987 per term
CEA (Day) – Senior	£4835 per term	£5223 per term
CEA (Day) – Junior	£3614 per term	£3964 per term
CEA SENA (Day)	£7719 per term	£8338 per term
CEA (Guardians)	£10.00 per day	£10.00 per day
Day School Allowance (North Wales)	£6255 per term	£7085 per term

EDUCATION ALLOWANCE		
Overseas Nursery Authority (ONA)	For entitlement see JSP 342, Part 2, Vol 4	For entitlement see JSP 342, Part 2, Vol 4

### DEFENCE BASIC LANGUAGE AWARD SCHEME

STANDARDISED LANGUAGE PROFILE (SLP) POINTS	LANGUAGE GROUP		
	1	2	3
2 SLP Points	£288	£216	£144
Requalification Increment (3 yrs)	£96	£72	£48
3 SLP Points	£432	£324	£216
Requalification Increment (3 yrs)	£144	£108	£72
4 SLP Points	£576	£432	£288
Requalification Increment (3 yrs)	£192	£144	£96
5 SLP Points	£720	£540	£360
Requalification Increment (3 yrs)	£240	£180	£120
6 SLP Points	£864	£648	£432



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

STANDARDISED LANGUAGE PROFILE (SLP) POINTS	LANGUAGE GROUP		
	1	2	3
Requalification Increment (3 yrs)	£288	£216	£144
7 SLP Points	£1,008	£756	£504
Requalification Increment (3 yrs)	£336	£252	£168
8 SLP Points	£1,152	£864	£576
Requalification Increment (3 yrs)	£384	£288	£192
9 SLP Points	£1,296	£972	£648
Requalification Increment (3 yrs)	£432	£324	£216
10 SLP Points	£1,440	£1,080	£720
Requalification Increment (3 yrs)	£480	£360	£240
11 SLP Points	£1,584	£1,188	£792
Requalification Increment (3 yrs)	£528	£396	£264
12 SLP Points	£1,728	£1,296	£864
Requalification Increment (3 yrs)	£576	£432	£288
13 SLP Points	£1,872	£1,404	£936
Requalification Increment (3 yrs)	£624	£468	£312
14 SLP Points	£2,016	£1,512	£1,008
Requalification Increment (3 yrs)	£672	£504	£336
15 SLP Points	£2,160	£1,620	£1,080
Requalification Increment (3 yrs)	£720	£540	£360
16 SLP Points	£2,304	£1,728	£1,152
Requalification Increment (3 yrs)	£768	£576	£384

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## DEFENCE OPERATIONAL LANGUAGE AWARD SCHEME

Award Type		Functional	Professional	Expert
SLP Points Required		5 – 9 Pts	10 – 12 Pts	13+ Pts
Minimum Qualification		SLP 2210	L+S or L+R=6+ Pts All skills 2+ Pts	All skills 3+ Pts
Qualification		£4,500	£8,100	£11,700
Incremental Qualification		N/A	£3,600	£3,600
Re-qualification		£1,500	£2,700	£3,900
Non-deployed active use (daily rate)		£9.00	£16.20	£23.40
Deployed active use (daily rate)	Tier 1 (0-180)	£9.00	£16.20	£23.40
	Tier 2 (181-360)	£13.50	£24.30	£35.10
	Tier 3 (361-540)	£18.00	£32.40	£46.80
	Tier 4 (541-720)	£22.50	£40.50	£58.50
	Tier 5 (721+)	£27.00	£48.60	£70.20

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### **03.0109. MISCELLANEOUS EXPENSES AND COMPENSATION AND REIMBURSEMENT ALLOWANCES Amended/Updated**

#### **UNPLEASANT WORK ALLOWANCE (UWA) Amended/Updated**

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

LEVEL	Daily Rate	
	1 Apr 22	1 Apr 23
Level 1	£2.98	£3.15
Level 2	£7.23	£7.65
Level 3	£21.38	£22.62

#### **UNPLEASANT LIVING ALLOWANCE (SEA) (ULA(S)) Amended/Updated**

1 Apr 23 rates published in the AFPRB's Fifty-Second report 2023.

	1 Apr 22	1 Apr 23
Daily Rate	£3.90	£4.13

#### **UNPLEASANT LIVING ALLOWANCE (OPERATIONAL) (ULA(O)) Amended/Updated**

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

	1 Apr 21	1 Apr 23
Daily Rate	£3.90	£4.13

#### **EXPERIMENTAL TEST ALLOWANCE (ETA) Amended/Updated**

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

	1 Apr 22	1 Apr 23
Rate Per Test	£3.17	£3.35

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## SERVICE RISKS INSURANCE PREMIUM REFUNDS (SRIPs)

	1 Apr 22	1 Apr 23
Maximum Total Sum Assured	£208,000	£211,000

## DISCHARGE SUBSISTENCE PAYMENT FOR DETAINEES UNDER SENTENCE

	1 Apr 22	1 Apr 23 (No Change)
Discharge Grant	£76	£76

Note: A further sum of £50 may be paid direct to a genuine accommodation provider for the Service person who requires rented accommodation to be arranged prior to their release.

## DETAINEES UNDER SENTENCE REIMBURSEMENT ALLOWANCE (DUSRA)

Corrective Training Stages	Per Day	
	1 Apr 22	1 Apr 23
Stage 1	£3.01	£3.30
Stage 2	£3.50	£3.81
Stage 3	£6.25	£7.14

## FUNERAL GRANTS

Type Of Funeral	Higher Rate		Lower Rate	
	1 Apr 22	1 Apr 23	1 Apr 22	1 Apr 23
Burial	£3,904	£4,314	£3,141	£3,471
Cremation	£3,819	£4,220	£3,098	£3,422

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## FUNERAL EXPENSES GRANT

	1 Apr 22	1 Apr 23 (No change)
Payable in accordance with JSP 751 Pt1 Vol 2 (Financial Support for Bereaved Families)	£1,000	£1,000

## OPERATIONAL ALLOWANCE

	1 Apr 22	1 Apr 23 (No Change)
Daily Rate	£29.02	£29.02
6-Monthly Total	£5,281.64	£5,281.64

## EXPERIMENTAL DIVING ALLOWANCE (EDA)(DEEP) Amended/Updated

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

GRADE	Per Dive Rate	
	1 Apr 22	1 Apr 23
Grade 1	£17.66	£18.68
Grade 2	£88.34	£93.46
Grade 3	£132.56	£140.25
Grade 4	£176.73	£186.98
Grade 5	£353.41	£373.91

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

GRADE	Additional Hourly Rates	
	1 Apr 22	1 Apr 23
Grade 1	Nil	Nil
Grade 2	£8.86	£9.37
Grade 3	£13.23	£14.00
Grade 4	£17.66	£18.68
Grade 5	£70.68	£74.78

#### PART TIME SERVICE INSTRUCTORS' ALLOWANCE (PTSIA)

CATEGORY	QUALIFICATION	EXAMPLE	Rate Per Hour	Rate Per Hour
			1 Apr 22	1 Apr 23 (No Change)
1	Academic/Leading to Examination or Qualification	Functional Skills, GCSE and 'A' Level	£ 22.82	£ 22.82
2	Vocational	Word processing, foreign language conversation classes etc.	£ 17.62	£ 17.62

#### CAMPAIGN CONTINUITY ALLOWANCE (CCA)

	1 Apr 22	1 Apr 23 (No Change)
Daily Rate	£60.00	£60.00

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**MINE COUNTERMEASURES VESSELS ENVIRONMENTAL ALLOWANCE (MEA)**  
**Amended/Updated**

1 Apr 23 rates published in the AFPRB's Fifty-Second Report 2023.

	<b>1 Apr 22</b>	<b>1 Apr 23</b>
Level 1	£3.90	£4.13
Level 2	£5.25	£5.77
NEW Level 3 (for OR2-4 on Op Kipion)	£10.00	£10.58

# CHAPTER 4 – RESPONSIBILITIES

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<u>Section 2</u>	Unit
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# Chapter 4 – Responsibilities

## Section 1 – Top Level Budget (TLB) Responsibilities

**04.0101. Top Level Budget Holders (TLBs).** TLBs, including the single Services, have their own command chain, finance and personnel staff and their own governance arrangements. Nevertheless, as users of the JPA system, they have an obligation, set out in JSP 525 (Corporate Governance), to comply with the regulatory framework established by CDP, and outlined within the Assurance Framework Document. In particular, all TLBs using JPA are to:

- a. Comply with the policies, mandated processes and procedures established by MOD and DBS for the efficient running and operation of the JPA system, including relevant Business Process Guides (BPGs) and JSPs.
- b. Ensure that the minimum mandatory checks set out in Annex B of JPA Assurance Framework Document are carried out at the frequency stated and that such checks are properly recorded and made available for external audit.
- c. Take all reasonable steps to safeguard the integrity and quality of any data on the JPA system for which TLBs are responsible, including external feeds and systems linked via interfaces.
- d. Take all reasonable steps to ensure compliance with the Data Protection Act 2018, including mandating Data Protection training, safeguarding against unauthorised access and disclosure of JPA data and ensuring the physical security of information produced from JPA.
- e. Take all reasonable steps to increase fraud awareness, deter JPA fraud, detect it when it does occur, and deal with it appropriately in accordance with the MOD's policy of zero tolerance of fraud.
- f. Ensure that internal processes are in place to account for any income received from recoveries levied against Service personnel.
- g. Ensure that internal processes are in place to identify and rectify any irregularities which may occur in pay and allowances.
- h. Cooperate fully with external audits by NAO, ICO, TNA and DIA, providing access to all relevant data and records.

## Section 2 – Unit Responsibilities

**04.0201. Commander’s Responsibilities.** In addition to responsibilities cascaded down from TLBs and formations, unit commanders at all levels are to:

- a. Ensure that Service personnel under their command use JPA to record and maintain their personal details and to check that information regularly for accuracy and completeness. Errors are to be reported to the appropriate authority for correction.
- b. Ensure that all such personnel use JPA to record annual leave.
- c. Ensure that professional and self-service users of JPA have access to the training they need, including Data Protection training, in order to use the system effectively.
- d. Take all reasonable steps to prevent and deter fraud utilising the Authorisation Required List (ARL) for Service personnel considered a risk in accordance with JSP 752 and JSP 754 guidance<sup>8</sup>.
- e. Report cases of irregularity and suspected fraud to the appropriate authorities for further investigation, adhering to the MoD fraud reporting policy.
- f. Report cases of unauthorised access to JPA, unauthorised disclosure of JPA data and JPA data loss to the MOD Chief Information Officer (CIO) in accordance with MOD reporting policy.

**04.0202. Internal Audit.** Unit COs are to appoint an Expense Auditor responsible for conducting the internal audit of expense claims as outlined at **Annex A** to this section.

**04.0203. Unit Human Resources Administration Staff Role.** Unit Human Resources Administration Staff (Unit HR Admin Staff) are responsible for all aspects of personnel administration within their Unit less those functions carried out under “Self Service”. In some cases Unit HR Admin Staff will also have a parenting responsibility for the administration function of individuals serving in lodger unit posts under their remit. In addition to responsibilities cascaded down from TLBs, Unit HR Admin Staff are to:

- a. Ensure that Service personnel are aware of these regulations and where necessary, remind them of the relevant eligibility criteria.
- b. Follow the established processes and procedures established by MOD, CIO and DBS for the efficient running and operation of the JPA system, including relevant JSPs, BPGs, DINs, single Service instructions and local orders.
- c. Take particular care to ensure that all JPA data inputs are complete, coherent and accurate in every respect, recognising that human input error is the most significant cause of JPA related problems.

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<sup>8</sup> Direction and guidance issued in the form of Ops bulletins must be complied with in the same manner as JSPs.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- d. Ensure that there is no unauthorised access to the JPA system, including preventing the sharing of User Login IDs and passwords.
- e. Ensure that there is no unauthorised disclosure of JPA data, including the physical security of all JPA printouts.
- f. Ensure that the unit-level assurance checks set out in Annex B of JPA Assurance Framework Document are carried out at the frequency stated and that such checks are properly recorded and made available for external audit.
- g. In cases of doubt over eligibility or entitlement to an allowance or expense, seek advice through the appropriate chain of command.

## Section 3 – Individual Service Personnel Responsibilities

### **04.0301. Eligibility to Claim.** Service personnel are responsible for ensuring that:

- a. They are aware of these regulations and understand the eligibility criteria of the allowance they wish to claim. In cases of doubt, they should seek advice through their chain of command.
- b. They submit a claim only when specifically eligible to do so, and to meet actual expenditure, in accordance with these regulations.
- c. They only claim an allowance once in respect of any occurrence regardless of whether they are eligible in more than one capacity.
- d. Their personal data held on JPA is correct and up to date and that they notify their Unit HR admin staff of any changes in circumstances that may affect their eligibility as soon as they occur. Failure to do so may result in the Service person becoming liable for recovery action. Such changes include, but are not limited to: any move away from the assignment station; temporary arrival or departure of their spouse/civil partner or child at a duty station; changes in family circumstances that should result in a change in their Personal Status Category (PStat Cat), or absence<sup>9</sup>.
- e. They understand which JPA roles they are allocated and have completed the necessary Self Service/Professional User training appropriate to the roles.
- f. They comply with Part 6, Section 170 of the Data Protection Act 2018 and refrain from unlawfully obtaining or disclosing personal information from JPA relating to any other individual.
- g. Receipts and supporting documentation in support of i-expense and allowance claims are safely retained for the prescribed period and produced promptly when required for audit (See Paragraph **04.0303**).
- h. They check their statement of earnings each month to ensure that their pay and allowances are being correctly paid at the right rate.
- i. Errors or concerns regarding pay and allowances, other data held on JPA, are reported promptly to Unit HR Admin staff or the JPAC for resolution.

**04.0302 – Time Limit for Making Claims.** Claims are to be submitted for payment within 90 days of the date on which actual expenditure was incurred. Failure to do so will result in the claim's rejection unless there are exceptional circumstances, e.g. compassionate reasons. These exceptional circumstances must be supported by the Chain of Command and approved by the Finance Team prior to submission. Supporting receipts and documentation must still be retained in accordance with para **04.0303**. Claims submitted outside 90 days due to exceptional circumstances must be submitted within 6 years of the date on which actual expenditure was incurred. No payment will be made for any claim outside this 6 year period.

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<sup>9</sup> Absence. There may be no entitlement to certain allowances during periods of absence as detailed in JSP 752 Chapter 2 Section 3. Such amounts will be recovered as an over-issue.

**04.0303. Audit and Receipts.** Most allowance payments will be made via the JPA Expenses Claim system (which includes the MyExpenses App). These claims and those submitted manually via the Unit HR Admin Staffs will be subject to a random 5% audit in accordance with the process outlined at **Annex A** to this section. To facilitate this audit, claimants must retain the supporting receipts and documentation for a period of 24 months from the date of submission of the claim unless specifically otherwise directed by the allowance-specific regulations contained in this JSP. A credit/debit card receipt or voucher which contains no details of the items purchased is not an acceptable record. Where the itemised receipt has been lost a credit/debit card receipt is better than nothing but must be annotated with the specific details of the purchases claimed. In cases where receipts cannot be obtained, or have been lost, JPA F025A is to be completed and retained with a copy of the claim.

**04.0304. Supporting Documentation.** All supporting documentation must by definition, be related to the activity undertaken and included for audit. The use of eReceipts (emailed receipts, photographs of original receipts or a screen shot) are acceptable forms of supporting documentation. When called for audit, supporting documentation should be printed and signed as a certified true copy of the original receipt, unless submitted digitally where an electronic authentication will substitute a wet signature.

Supporting documentation (evidence) which supports a JPA i-Expense claim is that which enables the JPA i-Expense Auditor to be satisfied that the individual was authorised by their Line Manager or appropriate budget staffs, and actually completed<sup>10</sup>, the activity for which they have submitted the JPA i-Expense claim. A number of examples are, but are not limited to: joining instructions, assignment orders, a meeting request from another party, a meeting calling notice to attend a meeting (the date and venue is to be evident) or an event/travel notification to which an individual has been invited or is participating in etc. For overseas events, the business case for travel authorised by the appropriate Line Manager and Budget Holder should be a sufficient requirement for proving that the individual had authority to undertake the activity.

A boarding pass, rail ticket, or receipts from the duty location, for example, would demonstrate that the individual actually undertook the journey. If the event/activity is “classified” then on being called for audit, the individual should discuss the requirement with the unit JPA i-Expense Auditor and reach an agreement as to what is appropriate supporting documentation (in some instances the supporting documentation may be presented for review only but not retained with the audited claim). For these cases the JPA i-Expense Auditor should annotate the JS Form JPA F025 accordingly that the supporting documentation has been presented but not retained due to its classification.

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<sup>10</sup> There may be cases where journeys are cancelled for service reasons. A SP may submit a claim for any unavoidable costs already incurred associated with that journey. All such cases should be scrutinised and where appropriate authorised by Line Managers or budget staffs.

## Section 4 – Defence Business Services Responsibilities

**04.0401. Determining Rates of Allowance.** DBS is responsible for setting and promulgating the majority of the allowance rates. The methodology used to calculate the rates is outlined within the regulations for each allowance. Some are determined by other MOD Departments and a number are recommended by the Armed Forces Pay Review Body as detailed within this JSP. Rates of allowance are reviewed periodically at fixed intervals or in the event of a marked alteration in conditions. The majority of rates are published annually by CDP(AF Rem) in a Directed Letter, although some are published following review. It should be noted that allowance rates can reduce as well as increase, depending on the impact of the various elements included in the calculation methodology for each allowance.

**04.0402. Casework.** On occasion, the eligibility and entitlement detailed in this JSP will not fully cover the circumstances of every Service person. In such instances, casework detailing the full scenario, justification and requirement (supported by any relevant documentation) may be staffed to the DBS Mil Pers-Mil Ops PACCC for consideration. The PACCC is a department of DBS with delegated authority to deal with tri-Service pay, allowances and charges casework. The PACCC does not have the authority to alter existing policy and it will refer such cases to CDP(AF Rem) for a policy ruling before a final decision is made. A guide to the submission of Allowances Casework, including the required format, is at **Annex B** to this Section.

**04.0403. Appeal.** A Service person may submit an appeal against a DBS Mil Pers-Mil Ops PACCC decision, if they believe that: they have been unfairly disadvantaged; that new evidence has come to light or, where they can show that insufficient weight was given to the evidence originally presented. All Appeals must be staffed through Unit HR to the DBS Mil Pers-Mil Ops PACCC Appeals in accordance with the process outlined at **Annex B** to this Section.

**04.0404. Service Complaint.** If the Service Person remains dissatisfied after completion of the DBS Mil Pers-Mil Ops PACCC appeal procedure a Service Complaint (SC) may be made in accordance with the policy set out in JSP 831 (Redress of Individual Grievances – Service Complaints). A SC may be made at any time, but it will not be considered until the casework and appeal process has been exhausted.

**04.0405. JPA Service Delivery Complaints.** Complaints relating to Service Delivery Failures should not be confused with Service Complaints or DBS casework. Detailed instructions for submitting a JPA Service Delivery Complaint can be found on the DBS Info centre web page.

**04.0406. Recoveries and Write-Off.** Where a Service person has incurred a Public Debt recovery action will be taken through their pay account, JSP 472 (Financial Accounting and Reporting Manual) refers. The process for the objection against the automatic recovery is detailed in Chapter 7, Section 6, paragraph 07.610 **JSP 754** (Tri-Service Regulations for Pay).

Annexes:

- A. Audit Requirements.
- B. A Guide to the Preparation and Submission of Allowances Casework and Appeals.

## AUDIT REQUIREMENTS

1. All allowance claims whether submitted manually via the Unit HR Admin Staffs or through JPA, will be subject to a random 5% audit.
2. **Methodology.** Once selected, the claimant and the unit audit staff are notified of the claims selected. All audits will be conducted at unit level by the pre-identified Expenses Auditor (See **Paragraph 04.0202**). No Service person must be allowed to audit any claim they have submitted.
3. **Additional JPA Safeguards.** In addition to the audit requirements, there are a number of additional safeguards built into the JPA Expenses Claim system which require some claims to be authorised prior to payment. Authorisation will be required for Service Personnel who are/have:
  - a. HR Professionals involved in the expense, audit and payroll process.
  - b. In their last 6 months of Service.
  - c. Recorded as being on an Unauthorised Absence, noting that this may become Absent Without Leave should disciplinary action be taken.
  - d. Undergoing initial training prior to joining the trained strength of a unit.
  - e. Listed as having monies recovered due to inadmissible i-Expense claims for a minimum period of 3 months<sup>11</sup>.
  - f. Previously been found guilty of any act of fraud or dishonesty and whose award is not spent.
  - g. Exceeded a pre-determined number of claims in any 31 day period.
  - h. Exceeded a pre-determined amount.
  - i. Exceeded a pre-determined total amount claimed in any 31 day period.
  - j. Exceeded a pre-determined amount for any expense type on any line entry on any claim.

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<sup>11</sup> Unit Line Management to determine when individual can be removed from the list following minimum period.



**Annex A to Section 4 of Chapter 4**

- k. Service personnel and groups at the discretion of senior line management where local managerial, geographic or financial conditions merit consideration.

All automated Expenses Claims that require authorisation will be sent automatically by the JPA system to the unit Expenses Authoriser appropriate to the value of the claim. The Expenses Authoriser will be required to check the claims for accuracy and validity before authorising them for payment via JPA. Claims requiring authorisation because the amount claimed exceeds the safeguard at paragraph **3j** should only be authorised for JPA payment in exceptional circumstances and with finance team/CO approval. Automated Expenses Claims which are subsequently authorised for payment may also be identified for audit. Those claims which are submitted manually to the unit HR Admin staffs will also be checked to ensure that they are accurate and valid claims prior to them being added to the JPA pre-formatted spreadsheet. Details of the claims on the spreadsheet, including totals, will also be checked by the unit Expenses Authoriser prior to submission to Joint Personnel Administration Centre (JPAC) for input and payment.

**4. Action on Selection for Audit.** For claims submitted via JPA Expenses Service personnel will be notified by JPA workflow that their claim has been selected for audit and should attach a copy of the claim, along with all supporting paperwork described at paragraph **04.0304**, to a Form JPA F025. The form and its attachments should then be forwarded within 7 days to the Unit Expenses Auditor for completion of the audit. For off-line claims the JPAC will notify the Unit Expenses Auditor of the audit requirement.

**5. Completion of Audit.** On completion of the audit the Form JPA F025 and its attachments are to be securely retained centrally within the unit for a period of 6 years from the date of payment of the claim. For off-line claims the auditor is also responsible for notifying JPAC that the audit has been completed. JPAC will be responsible for hastening units who do not confirm the audit of off-line claims.

**6. Service Persons Unavailable to Comply with an Audit Request.** With the prior authority of the Unit CO it is permitted to void an audit requirement; examples of situations that warrant this action are:

- a. The Service person is deceased.
- b. The Service person is discharged from the Service.
- c. The Service person is serving on long term detachment for a period over 3 months.
- d. The Service person is hospitalised for a period over 3 months.
- e. The Service person is serving on operational deployment.

**7. Service Person's Failure to Respond to an Audit Request.** If the Service person fails to respond to the automated initial notification of audit the Expenses Auditor will receive an automated reminder 15 days later and at 15 day intervals thereafter. The Service person will continue to receive notification through workflow every 15 days until the Audit action is complete. At the 60 day point the Unit CO will receive workflow if the audit is still outstanding. At the 90 day point the Service Person and CO will receive



**Annex A to Section 4 of Chapter 4**

workflow informing them that recovery action is to be taken due to the outstanding audit action. On receipt of these reminders the Expenses Auditor is to take action to remind the Service person of the audit requirement and to confirm that they are aware of the recovery action that will be taken if the Service person fails to respond to the audit request. If they still fail to respond to the audit request the Expenses Auditor is authorised to effect full recovery of the claim, via JPA, from the Service person's pay account. Full recovery action may only be taken a minimum of 90 days after the claim was submitted.

**8. Over Claim of Expenses.** As a result of the audit, if the Expenses Auditor identifies an over claim of expenses it is authorised to recover those amounts over claimed from the Service person's pay account over JPA. All recoveries, regardless of whether there is any suspicion that the over claim has resulted from a fraudulent claim or an irregularity, should be reported by the Expenses Auditor using form JPA F 025B to the Confidential Hotline which may be contacted as follows:

a. Confidential Hotline:

0800 1613665  
94667 4881 (Mil)  
01371 854881 (UK Civ)  
+44 1371 854881 (Overseas Civ)

b. By E-Mail to:

confidential-hotline@mod.gov.uk

c. By Mail to:

Confidential Hotline  
Room 209, Building 1071  
MDPGA HQ  
Wethersfield  
Braintree  
Essex  
CM7 4AZ

## A GUIDE TO THE PREPARATION AND SUBMISSION OF CASEWORK AND APPEALS

1. **Aim.** The aim of this Annex is to provide direction to those involved in the preparation and submission of both casework and appeals in order to ensure that comprehensive casework is submitted in a standard format that enables a balanced and fair decision to be made in a timely manner.
2. The aim of the Chain of Command (CoC) in casework is to consider cases presented to them by the unit HR and determine whether the circumstances presented are exceptional and fall outwith JSP 752 or JSP 754 or, are indeed covered by JSP guidance.
3. **Preparation and Submission.** Service personnel must not submit casework themselves. Casework is to be prepared and submitted to the DBS Mil Pers-Mil Ops PACCC through the Unit HR<sup>12</sup> in the format at **Appendix 1** to this Annex. Unit HR Admin Staff must satisfy themselves that the case is justified and where necessary seek advice from their administrative Chain of Command prior to submission to DBS. Casework must be submitted by the Unit HR on behalf of the Service person to DBS with Part 1 written in the first person as it is the SP's casework; if this is not possible due to circumstances then permission is to be provided from the SP with the submission that the unit HR can submit the casework/appeal on their behalf. Each case is to be staffed by the Unit HR Admin Staff and signed by an officer in the rank of OF2 or above or an OR9 (i.e. a WO1 of any of the Services' HR Admin branches or specialisations<sup>13</sup>) on the Unit HR Admin Staff. For RN establishments with no OF2 or above HR officer but an OR8 HR Admin is borne, the OR8 is authorised to sign. With the exception of previous sentence, if there is no Unit HR OF2 or above or OR9, then all casework is to be signed by the Unit CO. Casework submitted to DBS must contain the following essential elements:
  - a. A clear description of the entitlement being sought together with a full justification quoting full details of the relevant regulations (including all references).
  - b. The full background to the case, including all relevant facts together with the full details of any advice sought from other agencies.
  - c. Justification as to why the submission is supported or not. In instances where the case is supported a clear indication of why a decision should be made in favour of the Service person is to be provided.
  - d. Any appropriate supporting documentary evidence.
4. It is imperative that the elements described above are included in the casework submitted to DBS as failing to include the information will result in the return of the casework to the Unit CO unanswered. Sub paragraphs **3(a)** and **3(b)** above are straightforward and should provide factual information set out in a concise, chronological and logical manner. Sub paragraph **3(c)** requires consideration and interpretation of the regulations as they apply to the individual case and is the most important part of the

<sup>12</sup> Casework for all Army personnel is to be staffed via the appropriate Brigade Headquarters for comment prior to submission to DBS Mil Pers PACCC.

<sup>13</sup> This includes RN: WO1 Logistician (Writer), or Army: WO1 (SSM) AGC (SPS), RAF: WO Personnel.

**Annex B to Section 4 of Chapter 4**

submission. Guidance on completing this is at **Appendix 1** to this annex. It is important that all supporting documents are attached. Cases involving CEA must include a completed Case Information Sheet, in the format at **Annex C to Section 1 to Chapter 14** and a copy of the most recent CEA Eligibility Certificate.

5. **Staffing Procedures.** In order to submit a comprehensive and credible case to DBS as quickly as practicable, it is essential that submissions are staffed through the CoC and commented upon by Unit HR Admin Staff in accordance with **Paragraph 2**. Unit HR Admin Staff must carefully consider the facts and assess whether the case merits support within the context of these regulations. A guide to the factors to be considered is at **Appendix 2** to this annex. When submitting a case that is supported by the CoC, Unit HR is to include in their comments the reasons why the case is supported, and the outcome sought. Unit HR Admin Staff must apply the regulations in accordance with these principles and identify those cases where there is no eligibility, advising the Service person of their decision in writing. Should the Service person still believe that they have a case, they are to submit the casework to the DBS, through the command chain, including a copy of the Unit HR's initial response to their case. It is acceptable to forward a case with a covering letter stating that it is not supported by the Unit HR explaining the reasoning behind the decision. Fully staffed casework is to be sent to DBS via email as follows:

All Casework. By E-Mail to **DBS MilPers-MilOps-PACCC-Group (MULTIUSER)**. In exceptional circumstances, e.g., where units do not have access to a scanner and/or email, casework should be sent to the DBS Mil Pers PACCC by one of the following routes:

(1) By Mail to:

Defence Business Services  
Pay and Allowances Casework and Complaints Cell  
Mail Point 620  
Kentigern House  
65 Brown Street  
GLASGOW  
G2 8EX

6. **DBS MIL PERS-MIL OPS PACCC Procedures.** Where the DBS Mil Pers-Mil Ops PACCC has the authority to decide on a case it will consider:

a. **Whether the case presented falls within the policy intent.** If it is clear that the policy intent was not to exclude the circumstances of the Service person submitting the case DBS may approve the case. If, however, a group of 5 individuals or more seek, simultaneously, the same regulatory treatment and DBS considers it to be justified, it will request CDP(AF Rem) to review the policy to determine eligibility prior to ruling on the case.

b. **Whether the regulations lay down a specific timeframe for eligibility.** The time limit for making claims as laid out at **04.0303**. Cases that exceed the timeframe will be referred to CDP(AF Rem) for consideration prior to any decision being promulgated.

**Annex B to Section 4 of Chapter 4**

7. Once a case is received by DBS, an automated acknowledgement of receipt will be sent within 24 working hours. Provided the submitted casework is complete, DBS aims to process the case and inform the command chain of the result within 30 working days of receipt. Incomplete or unsupported cases will be returned for remedial action. If, on considering the case, it becomes clear that additional information or documentation is required the case may either be returned, or held in suspension until the requested additional information is received.

8. Where it is not possible to meet the 30 day timeframe, a holding letter will be sent to inform the Unit/Bde that the case is still under consideration. If a case is novel or contentious<sup>14</sup> or relates to policy interpretation or change it may be necessary to seek advice from CDP(AF Rem) who, in turn, may need to consult other Government Departments. This will result in delay. Where this occurs, DBS will continue to send holding replies every 30 working days until a final decision is made. Under no circumstances will DBS engage directly with the Service person regarding cases with which it has dealt. Service person will be directed to follow the appeals process should they feel aggrieved at a DBS decision.

9. **Preparation and Submission of Appeals.** All Appeals are to be submitted to DBS in the same format as initial casework within 3 months of notification by DBS of the decision, using the completion guidance notes at **Appendix 1** to this annex. In addition to the direction at paragraph 3 above, all Appeals require a comment signed by the Unit CO. Reference should be made to the initial case and state exactly what outcome is required, there is no need to resend original case material. The Appeal must briefly detail the basis of the appeal, highlighting any key areas and should include any new evidence together with a statement from the Service person. Enclosures are to be dated and in chronological order. The Appeal must include a brief statement of the Unit view articulating whether the appeal is supported or not and sent to the DBS Mil Pers-Mil Ops PACCC via E-Mail as follows:

a. All Appeals. By E-Mail to **DBS MilPers-MilOps-PACCC-Group (MULTIUSER)**. Appeals are to be marked for the attention of SO2 Appeals. In exceptional circumstances, e.g., where units do not have access to a scanner and/or E-Mail, the Appeal should be sent to DBS by one of the following routes:

(1) By Mail to:

Defence Business Services  
DBS Mil Pers SO2 Appeals  
Mail Point 620  
Kentigern House  
65 Brown Street  
Glasgow G2 8EX

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<sup>14</sup> JSP462, Chapter 18, Paragraphs 6 & 7. “**Novel**” expenditure is defined as expenditure on goods and services not previously supplied or purchased, for which MOD has no funding authority, or for which there are no existing rules to suggest the proper course of action. “**Contentious**” expenditure is defined as goods and services that do not constitute value for money and/or is likely to cause public or political controversy or repercussions for others such as other departments.

**Annex B to Section 4 of Chapter 4**

10. The appeal will be considered by an officer of OF4 rank or above as so delegated within DBS. They will review the evidence presented in both the initial case and at appeal; it is the responsibility of the Service person to provide all the relevant evidence in support of their case. CDP (AF Rem) may be consulted prior to a decision being made. Once a decision is made the submitting Unit/Bde will be informed and are to advise the Service person of the decision.

11. Once an appeal is received by DBS, an automated acknowledgement of receipt will be sent within 24 working hours. Provided the submitted casework is complete as detailed in paragraph 9 of this annex, DBS aims to process the appeal and inform the command chain of the result within 30 working days of receipt. Incomplete or unsupported appeals will be returned for remedial action. If, on considering the appeal, it becomes clear that additional information or documentation is required the appeal may either be returned, or held in suspension until the requested additional information is received.

12. Where it is not possible to meet the 30 working days timeframe, a holding letter will be sent to inform the Unit/Bde that the appeal is still under consideration. If a case is novel or contentious or relates to policy interpretation or change it may be necessary to seek advice from CDP(AF Rem) who, in turn, may need to consult other Government Departments. This will result in delay. Where this occurs, DBS will continue to send holding replies every 30 working days until a final decision is made. Under no circumstances will DBS engage in telephone conversations with the Service person regarding appeals with which it has dealt.

13. **Service Complaint.** If the Service person remains dissatisfied with the decision after completing the DBS Mil Pers-Mil Ops PACCC appeals process a Service Complaint may be made in accordance with the policy set out in JSP831 (Redress of Individual Grievances – Service Complaints). Indeed, a Service Complaint may be made at any time, but it will not be considered until the casework and appeal process has been exhausted.

**Appendices:**

1. Format for Written Casework.
2. Factors to be considered by Unit HR Admin Staff.

**FORMAT FOR WRITTEN CASEWORK & APPEALS**

**DBS MilPers-MilOps-PACCC-Group  
(MULTIUSER)\***

Reference:

Unit reference number

DD MON YY

**COMPLETION GUIDANCE NOTES**

All of Part A must be written by the claimant and in the first person.

**1. Entitlement Sought:**

Be clear about what is required, e.g. authority for INVOLSEP status from 1 Apr 18 to 1 Apr 19 or CEA for Spring Term 2018. Refer to specific paragraphs of this JSP, where relevant.

**2. Background:**

Start at the beginning and go through the facts in chronological order. Where relevant include:

- a. Dates of all important events (any delays in actions or submissions at unit (or Bde) should be explained).
- b. What advice was sought or offered and by whom. In cases of incorrect advice, be specific about dates, places and names (enclosing evidence if available). Vague references to a telephone conversation or a general conversation is insufficient.
- c. Relevant family or compassionate circumstances (enclosing welfare or medical reports). Detailed medical information is not normally<sup>10</sup> required and should be restricted to confirmation from a medical SME that there is a medical issue and their recommended course of action in relation to the casework/appeal. Full details are required for welfare issues; however, for particularly sensitive cases, Unit HR should contact PACCC before staffing any casework that is considered 'welfare in confidence'. All data provided by Service personnel is handled in accordance with the principles of the General Data Protection Regulations (GDPR) and by supporting their submissions with such data, they are consenting to its use in support of their PACCC submission.
- d. Any financial hardship suffered (including a financial statement).
- e. Any remedial action taken by the Service person

**3. Address:**

Provide all of the addresses relevant to the case. This is particularly important in a case pertaining to relocation or location allowances, where multiple addresses will be relevant, all of which should be provided.

10. There may be exceptional cases where having reviewed the supporting medical documentation provided, additional clarification may be required. In these cases, the PACCC caseworker will engage with Unit HR to request the additional information required.

#### 4. Justification:

This is the key part of the submission. It must be argued in a logical and convincing manner. If this presents difficulties, does the case deserve to go forward? The key issue is whether the circumstances of the case fall within the spirit and intent of the regulations. If it falls at the 'margins' is it possible to argue that there are other circumstances which should be taken into consideration within the scope of the regulations?

#### 5. Summary

Close with a short, succinct paragraph that summarises the case, whether it is supported by the Chain of Command or otherwise, and details the outcome sought. Do not introduce new information or facts; these should have already been included in the background or justification.

#### 6. Completion:

Part A is to be completed once only on submission of the casework by the claimant. When an Appeal is subsequently submitted, Part A is not to be amended but resubmitted. Comments on the Appeal and any updates on the casework as provided in Part A should be included in Part B.

Part	Occasion	Completed by
Part A	Casework and Appeal	Claimant
Part B	Appeal only	Claimant
Part C	Casework and Appeal	Unit HR
Part D	Appeal obligatory; optional for Casework	CO

Once completed this document and all relevant supporting documentation should be emailed to:  
**DBS MilPers-MilOps-PACCC-Group (MULTIUSER)**

Electronic submissions are to use an email subject line that complies with the standard given in JSP 747: Information Management and Protocols. An example is:

20xx1225\_C123456H\_SMIFF\_CEA\_CASEWORK\_submission-PS  
(Date\_ServiceNumber\_Surname\_AllowanceType\_CaseORappeal\_submission-PS)

**ALL Enclosures are to be labelled clearly and listed as part of the submission.**

**All emails delivered to the PACCC Group Mailbox will receive an automated response message. Should units not receive this message they should contact PACCC.**



**Appendix 1 to Annex B**

**Casework Submission - XXXX (Short Title (e.g. CEA, RLE, Storage of PE).**

References:

- A. (Casework Submission reference)
- B. (PACCC Response Reference(s) (If an Appeal)).

**PART A – Casework (To be completed by the Claimant in typed format)**

SUBJECT DETAILS			
Surname and Initials:		Service Number:	
Rank:		Service:	
Date of Birth:		PStat Cat: WEF (dd/mm/yyyy)	
Arrival Date at current unit:		End of current assignment date (FAD):	
CEA Claimant		End of Service (Termination) Date:	
Current Unit Name		Current Unit Address	
Present Accommodation Type:		Date Accommodation Occupied:	

☐ I confirm that my JPA records are correct and up to date ie personal data such as addresses, PStat Cat, family details, and leave dates. Casework and Appeals may be rejected if JPA records are incorrect.



Appendix 1 to Annex B

**Casework Details.**

- To be written in the first person;
- No amendments are to be made for Appeals; Additional information for Appeals is to be provided in Part B

1. State the entitlement sought/outcome requested. – **Be clear and specific about what is required.** See Completion Guidance Notes - 1

**Relevant policy references**

- JSP 752 (giving chapt/para):
- JSP 754 (giving chapt/para):
- Other (Please specify):

2. Background. – See Completion Guidance Notes - 2

3. Addresses. – Include all addresses relevant to the case - See Completion Guidance Notes - 3

Address	Accommodation Type	Date from and to

4. Justification. – See Completion Guidance Notes - 4

Appendix 1 to Annex B

5. Summary. - See Completion Guidance Notes - 5

(signed electronically)

Name:	Rank:	Position:	Date signed:

**PART B – To be completed by the Claimant for Appeals only**

**For Appeals only – Paragraph 04.0403**

- ☐ I believe I have been unfairly disadvantaged. (State reasons below in Claimant's Statement)
- ☐ New evidence has come to light. If so, list the additional evidence provided in the appeal submission below.  
.....  
.....  
.....
- ☐ I can show that insufficient weight was given to the evidence originally presented. (State reasons below in Claimant's Statement)

**State the entitlement sought/outcome requested. – Be clear and specific about what is required. See Completion Guidance Notes - 1**

**Relevant policy references**

- **JSP 752 (giving chapt/para):**
- **JSP 754 (giving chapt/para):**
- **Other (Please specify):**

**Claimant Statement for Appeals only. Detailing updates since the casework submission and expansion on reasons for the Appeal**

<b>Name:</b>	<b>Rank:</b>	<b>Position:</b>	<b>Date signed:</b>
--------------	--------------	------------------	---------------------

**PART C – To be completed by Unit HR**

UNIT STATEMENT			
Unit/Section:		Unit Contact Number:	
Unit HR Email address:			
Is this Case supported?			
<p>Unit Justification:</p>          <p>Relevant Regulation Documents and Paragraphs to this submission are:</p>          			

<b>Name:</b>	<b>Rank:</b>	<b>Position:</b>	<b>Date signed:</b>
		Unit HR	

**For Appeals only**

☐ If Casework decision directed Recovery action, confirm this has been taken, or placed on suspense on JPA.

Unit HR Additional Statement for Appeals only. Detailing reasons for any change in support of casework.	
Is this Appeal supported?	

*(signed electronically)*

<b>Name:</b>	<b>Rank:</b>	<b>Position:</b>  Unit HR	<b>Date signed:</b>
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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## Appendix 1 to Annex B

**PART D – To be completed for appeals (CO comments optional for initial casework)**

CO Comments and justification (must be completed for Appeals, optional for casework)

(signed electronically)

<b>Name:</b>	<b>Rank:</b>	<b>Position:</b>	<b>Date signed:</b>
--------------	--------------	------------------	---------------------

## FACTORS TO BE CONSIDERED BY UNIT HR ADMIN STAFF

1. **Regulations.** Does the case fall within the spirit and intent of the regulations? Examine the aim of the allowance in JSP 752 and JSP 754. Is the aim of the allowance to provide financial assistance or to reimburse? If the intent is to provide assistance, cases seeking the full reimbursement of expenditure are unlikely to be successful. However, even if the case is outwith the aim in the JSP, it may still warrant support. For example:
  - a. Is this case unique, or are there others like it?
  - b. Do the circumstances indicate a need for fundamental policy review?
2. **Knowledge.** Ignorance of the regulations is never a defence in itself; however, in a more complicated case it might be seen as a mitigating factor.
3. **Alternatives.** Is there an alternative method of compensation, monetary or otherwise? Is it a reasonable and fair claim on tax-payers money?
4. **The X-Factor.** Any attempt to correct every imbalance will risk a reduction in the X-Factor within basic pay, which is paid continuously throughout a Service person's career. Are the circumstances within the case compensated for by the X-Factor as fully explained in JSP754 (Tri-Service Regulations for Pay and Charges).
5. **Extenuating Circumstances.** To what extent are the circumstances brought about by the exigencies of the Service? Where there are extenuating personal circumstances, has the Service person acted in a responsible manner? Is their action a matter of personal choice? If so, do the circumstances justify the reimbursement from public sources being sought?
6. **Culpability.** Is the Service person at fault in any way? If so, what degree of blame should be attached to him/her? Did he/she seek proper advice? Was he/she correctly advised? Has he/she signed to say that they have read and understood the applicable regulations?
7. **Overpayments.** There will be instances in which overpayments occur. The general rule is that the Service person will be required to repay any overpayments, irrespective of whether it was received in 'good faith' (see **Paragraph 01.0114**). If the relevant policy is not in dispute an objection to recovery in accordance with JSP 754<sup>1</sup> may be more appropriate than submitting a case to the DBS MilPers-MilOps-PACCC.
8. **Time limit for making claims.** Time limits for claims are set out at 01.0113. Unit HR Admin staff must ensure that the time limits have been considered prior to submission of casework and that relevant comments made in any submission to DBS MilPers-MilOps-PACCC.
9. **Procedural Issues.** Casework should not be submitted to DBS to resolve procedural issues. This work should be referred to the single Service personnel administration Focal Point.
10. **Checklist of Potential Supporting Documents:**
  - a. CEA Issue:  
  
CEA Eligibility Certificate  
CEA Case Information Sheet  
Head Teacher's Letter(s)

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<sup>1</sup> JSP 754, Chapter 2, Section 6, Annex A.

**Appendix 2 to Annex B**

Educational Psychologist's Report

b. Welfare Issue:

Consultant/Dr/Medical Report or Letter  
Social Services Letter  
SSAFA Report or Letter  
Unit Welfare Officer's Letter

c. PSTAT CAT 2 Issue:

DWP Letter confirming SP is in receipt of Child Benefit  
Legal Agreement or Court Order  
Statement of Arrangement for Children

d. RLE, Relocation & Housing Issues:

Proof of Purchase/Sale  
Proof of Rental Costs  
Proof of Purchase Costs  
DE Housing offers  
DE/ SLA Non availability Evidence  
Requests for SFA/SLA  
Removal Quotes and or Receipts  
Letters from Estate agents or Solicitors

e. Miscellaneous:

Assignment Order(s)  
Security/ Police Report  
Council Tax Bill  
Bank Statements  
Receipts for Expenditure  
Income and Expenditure details  
Advice from Carer Manager, Unit HR staff or Other Specialist  
Any other documentation that may support the case/appeal

The guiding principle should be that all statements should be backed up with copies of evidence or references to official documents that supports the statements. Where evidence cannot be obtained this should be explained.

# CHAPTER 5 – FOOD AND ACCOMMODATION

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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# Chapter 5 Section 1 – Subsistence

## Amended/Updated

### General

**05.0101. Aim. Amended/Updated.** The aim of subsistence is to reimburse actual allowable subsistence expenditure within MOD limits. Subsistence expenses are defined as prepared food, drink, necessary personal expenditure and temporary accommodation expenses incurred when travelling on duty.

When pay and claim is used SP may apply for an advance of subsistence to avoid incurring significant short-term costs (see paragraph 05.0169).

When claiming Subsistence, personnel are to use the 'Subsistence Expense' option on the JPA dropdown menu.

**05.0102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Sections 240 to 241 subsistence expenses are normally non-taxable. However all subsistence for family members within the UK and subsistence for Private Arrangements Rate (PAR) will attract a liability for both Income Tax and NICs. With the exception of PAR, the tax and NICs liability will be met by MOD and paid by DBS under PSA. The Tax and NICs liability for PAR will be an individual liability that is delivered via JPA processing.

**05.0103. Section Contents.** For ease, this Section is divided into 3 parts: Part One covers the types of subsistence expenses, eligibility, conditions and standing entitlements; Part Two covers subsistence entitlements on assignment; Part Three covers payments, advances, rates, method of claim, method of payment and audit arrangements.

### Part One

**05.0104. Elements.** Subsistence comprise 3 elements:

- a. Night Subsistence (NS) (paragraphs **05.0105 - 05.0109**) which normally consists of overnight accommodation and breakfast.
- b. Day Subsistence (DS) (paragraphs **05.0110 - 05.0112**).
- c. Incidental Expenses (IE) (paragraph **05.0113**).

### Night Subsistence

**05.0105. General.** NS is paid for an overnight absence where there is no suitable Service accommodation provision. Suitability of any available Service accommodation is at the discretion of the hosting unit commander. The standard of available Service accommodation should be:

- a. No worse than that occupied on a regular basis by those of the same rank permanently assigned at the temporary duty station as the potential NS claimant,

or

- b. Transit accommodation suitable for short term occupation (up to 30 days) by Service personnel on temporary duty.

The unit commander must always be content that the additional cost of NS can be justified. NS is the re-imbursement of actual expenditure, supported by receipts (paragraph **04.0303**), up to NS limits (see paragraph **05.0108**), for costs necessarily incurred for overnight accommodation, food and drink during absence on duty from the permanent or temporary assignment station.

**05.0106. Inadmissible Journeys for NS.** NS is not admissible for a night on which a journey is begun after, or terminated at the home or duty station before, 0300 hours. Nor is it admissible when Service personnel are required to travel overnight during the routine performance of their duties when there is no requirement for sleeping accommodation, regardless of when the journey starts or terminates. NS may not be claimed for commuting purposes when travelling from an Alternative Working Address (AWA) to the Service persons duty station.

**05.0107. Documentation.** A claim for NS must be supported (see paragraph **05.0172**) by documentary evidence, as follows:

- a. A Non-Availability Certificate (NAC) indicating that suitable Service accommodation and/or messing is not available within 10 miles<sup>1</sup> or 45 minutes travelling time (60 minutes for London) by public transport, or
- b. A letter from the hosting Service unit stating that there is no suitable Service accommodation available for the area of temporary duty (including where appropriate the reason why any available Service accommodation is deemed to be unsuitable), or
- c. Exemption from occupying Service accommodation granted under this Chapter (see paragraph **05.0119**).

**05.0108. Types of NS.** The types of NS are:

- a. **American Express (GBT) Booked Accommodation and Meals.** American Express (GBT) provides Service personnel with hotel accommodation and some meals in the UK and overseas. Procedures for booking American Express (GBT) accommodation and meals are at **Section 8** of this Chapter. The hotel tariff booked by American Express (GBT) and the breakdown available on the subsequent hotel bill will determine the subsistence which may be claimed as follows:

(1) Where a Bed and Breakfast (B&B) booking is made by American Express (GBT), or if they are unable to provide a suitable hotel, the actual costs of the B&B tariff will be reimbursed, irrespective of MOD limits. Where entitled, DS may be claimed in addition to the NS, up to the set MOD DS limit, for the actual cost of lunch and/or dinner meals.

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<sup>1</sup> Due to 'rounding's' the actual distance can be 10.4 miles.

(2) Where a “room only” booking is made by American Express (GBT), the actual cost of the “room only” tariff will be reimbursed, irrespective of MOD limits. Where entitled, DS may be claimed in addition to the NS, up to the set MOD DS limit, for the actual cost of breakfast and/or lunch and/or dinner meals.

(3) American Express (GBT) also offer Dinner, Bed and Breakfast (D,B&B) tariff in some hotels. If D,B&B tariff is booked and the hotel provides an itemised bill for each element, actual dinner expenses may be claimed within the MOD DS limit. If lunch is also required, reimbursement of dinner and lunch may not exceed the MOD DS limit.

(4) If the hotel cannot provide an itemised bill for each element, actual inclusive costs will be reimbursed for D,B&B as NS and any associated DS claim for lunch will be limited to the abated DS rate (see **Chapter 3 Section 1**).

b. **Private Arrangements Rate (PAR).** PAR is only payable when no Service accommodation is available and NS would normally be claimed. Under these circumstances, where convenient, Service personnel have the option of making private arrangements to stay with relatives, (excluding their spouse/civil partner), or friends, as an alternative to using hotel accommodation. PAR is paid at a flat rate and covers up to a 24-hour period, to compensate for all expenses incurred during that period (i.e. all meals, accommodation costs (if any), a gift for the hosts etc). No DS may be claimed for any periods for which PAR is paid. The rate of PAR is at **Chapter 3 Section 1**. Where the claim is for family subsistence, only one PAR claim is permissible per night irrespective of the number of family members who travel together and irrespective of whether or not this includes a Service spouse/civil partner.

c. **Service or Civilian Clubs.** Service personnel who are members of Service or Civilian Clubs may choose to stay in these clubs, which can be booked through American Express (GBT) or direct by the member. However, the Service person may claim actual expenditure only when the accommodation is booked through American Express (GBT).

d. **Ferry Cabin.** When travelling overnight on a ferry, Service personnel may opt to book a ferry cabin in lieu of hotel accommodation. Reimbursement will be for actual expenditure incurred for a standard class cabin only. Reimbursement will specifically not cover the overall cost of the ferry ticket or any other element which does not constitute accommodation.

**05.0109. Maximum Periods of NS in the UK when on Temporary Duty.** Except where specifically stated otherwise within this Section, NS may not be claimed for more than 30 consecutive nights in a single temporary duty location in UK (but for Operational watch keeping duties in MOD London see paragraph **05.0132** and resettlement see paragraph **05.0138**). This limit may only be exceeded in exceptional circumstances (e.g. unforeseen short duration extensions of temporary duty), and under specific authority from DBS MIL PERS-MIL OPS PACCC or where prior authority has been granted by CDP(AF Rem) Allces for specific UK-based operations (e.g. for operations in connection with Military Aid to the Civil Authority). Where there is an expectation of a temporary assignment of more than 30 days in one UK location, Service personnel should, on

notification of the assignment, immediately apply for Lodging Allowance (LA) (**Chapter 5 Section 3**) or Substitute Single Service Accommodation (SSSA) and Food and Incidentals Allowance (FIA) (**Chapter 5 Section 5**) as appropriate. When personnel in receipt of NS are absent, on duty, from their temporary duty location for more than 10 consecutive nights, their return to the same place of temporary duty will be treated as a fresh visit and NS will again be payable for a maximum period of 30 nights. When the period of absence is for 10 nights or less the previous period spent at the place of temporary duty will count towards the 30 day maximum period.

When assigned to a temporary duty location, SP who are working from an AWA will not be capped, as detailed above, for the number of nights they can claim NS if it is less than 30 consecutive nights. Suitable Service accommodation must be used where available. When not available a NAC must be obtained as detailed in paragraph **05.0107**. For periods of more than 30 consecutive nights at a temporary duty location the relevant allowances detailed in paragraph **05.0109** should be applied for.

## Day Subsistence

**05.0110. General.** DS is the re-imbursement of actual receipted costs (see **paragraph 04.0303**), up to a DS limit (see Chapter 3 Section 1), for expenditure necessarily incurred for food and drink (no alcohol) during the day for periods of over 5 hours' absence from the permanent or temporary assignment station, when neither a Core (including Enhanced Core) Meal in a CRL/PAYD Unit<sup>2</sup> or an Entitled Casual Meal in a non-CRL/PAYD Unit can be purchased.

DS cannot be claimed for commuting purposes when travelling from an AWA to the Service persons duty station.

DS may be claimed in combination with NS as appropriate. Authority for claims for subsistence within 5 miles of the assignment station, temporary assignment station or home location are normally inappropriate unless the CO, or appropriate delegated officer, is content that the Service person's duties make it impracticable for them to return to their duty station/home.

DS reimburses breakfast and/or lunch and/or dinner costs, tax and gratuities/service charges, except where NS is also being claimed for the same temporary duty, in which case breakfast costs are contained within NS, and not DS (see paragraph **05.0108a**). Aggregation of DS claims is permitted when Service personnel are away from their permanent duty station for 2 nights or more. This will enable personnel to submit DS claims over the whole period of detached duty, rather than accounting for expenditure against a daily limit. When aggregation is permitted, claims for receipted items of laundry may also be included within a DS claim. If receipted items of laundry are included, the daily rates of DS may not be exceeded.

Service personnel who receive light refreshments, breakfast, lunch or dinner in the working environment or any form of Official Hospitality must not claim DS for the food and drink provided under these circumstances at public expense.

**05.0111. Gratuities and Service Charges.** If a gratuity (which is optional) or service charge (which may be discretionary) is included in the bill, it may be reclaimed. It is

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<sup>2</sup> JSP 456 Part 2 Vol 4 refers.

recognised that countries have different customs and expected percentages vary. As a general rule, any gratuity or service charge not included in the bill may be claimed but should not normally exceed 10% of the value of the bill. However, a tip or gratuity may not be reclaimed when dining at a takeaway, self service or fast food outlet (e.g. McDonalds). Total reimbursement for food, drinks and gratuities or service charges is restricted to the DS limit.

**05.0112. Maximum Period of Entitlement.** There is no maximum period for which reimbursement of DS may be claimed. Officers authorising duty travel are, however, to monitor cases of continuous or prolonged periods of absence from the assignment station, satisfy themselves that the requirement remains justified and that no other more suitable working arrangements can be made.

## **Incidental Expenses**

**05.0113. Incidental Expenses (IE).** IE is a contribution towards personal expenses when a Service person is hospitalised as an in-patient, and is not in receipt of the Deployment Welfare Package. IE caters for items such as laundry, a newspaper, TV access, internet access etc, but this list is not exhaustive. Receipts for expenditure are not required and reimbursement of IE will be paid at a fixed daily capped rate as shown at **Chapter 3 Section 1.**

- a. **Eligibility to Claim IE.** Service personnel are only eligible to claim IE for overnight absences when hospitalised as an in-patient in the UK or overseas, and when expenditure has actually been incurred.
- b. **Ineligibility.** Hospitalised Service personnel are ineligible to claim IE when they are in receipt of the Deployment Welfare Package, or when they move to become accommodated in Service Rehabilitation Centres.
- c. **IE Time Limit.** IE is only payable for overnight absences in hospital. There is no time limit, it may be claimed for every overnight absence when expense is actually incurred for the duration of the hospitalisation.

## **Eligibility**

**05.0114. Eligible Personnel.** The following personnel, who incur the types of expense met by subsistence when they are authorised to travel on duty at public expense may claim subsistence:

- a. All Regular members of the Armed Forces.
- b. All Reserve members of the Armed Forces, and Sponsored Reserves only when in contract.
- c. Immediate Families of Service personnel.
- d. Honorary RNR/RMR Officers, Colonel and Colonel Commandants of Regiments/Corps, Army Reserve Honorary Colonels and Honorary Air Commodores (there are at present no RN equivalents).

- e. Potential Recruits, Potential Officers and Competitors for Service Scholarships, Bursaries and Cadetships in the UK (for travel authority, see **Chapter 6**).
- f. Ex-Service personnel whilst travelling to meet Service requirements (e.g. outstanding medical appointments) under Service arrangements.
- g. Civilian companions of close Service family members in limited circumstances (as detailed at paragraph **05.0142**).
- h. Foreign Exchange Officers, when authorised in the Memorandum of Understanding governing the terms of their exchange and on duties for which a British Service person would have an entitlement to NS, IE and/or DS.
- i. Cadet Force personnel (See **Chapter 2 Section 1** - Definitions).

## Ineligibility

**05.0115. Ineligible Personnel.** Subsistence is not payable in the following circumstances:

- a. Where Service personnel are undertaking any Home to Duty Travel or any form of Get You Home journey<sup>3</sup>.
- b. When Service personnel are living under Field Conditions, no matter what the type of accommodation, there is no entitlement to claim subsistence. However, if the SP is deployed in support of UK operations, during which they are accommodated but have no access to publicly-funded messing/feeding arrangements, they may be entitled to claim DS in accordance with the entitlement criteria at paragraphs 05.0110 to 05.0112, but only on authority from the Joint Military Commander (JMC)<sup>4</sup>.
- c. For journeys by aircraft, ship or train when food and beverages are provided at public expense, including flights for which packed rations or in-flight meals are supplied. On civil air flights when the in-flight refreshment is limited to a drink and light snack, a claim for any actual food and drink costs within the DS limit may be made. This may include the use of airport lounges where appropriate which are to be claimed as subsistence.
- d. When involuntary separated (INVOLSEP) or voluntarily separated (VOLSEP) Service personnel, whilst absent from their assignment station on temporary duty, stay in accommodation that their spouse/civil partner normally occupies.
- e. When Service personnel are accommodated and/or fed under collective arrangements, or who would be, but for the fact that they are proceeding at their own choice under private arrangements (see paragraph **05.0122**). In both cases personnel are ineligible for NS and DS payments. Also, Service personnel who are provided with food and/or drink for Official Hospitality purposes or who receive light refreshments and/or food and drink in the working environment at public expense are ineligible as they are being fed under collective arrangements.

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<sup>3</sup> This restriction does not apply to those eligible under 09.1121d.

<sup>4</sup> This is to be at a minimum 1\* approval or as directed by HQ SJC(UK).



- f. When attending educational day release or evening classes or residential courses as (detailed in **Chapter 6 Section 7**) organised by local educational authorities, universities and technical colleges, even when travel at public expense may have been authorised.
- g. When attending Chatham House courses and Open University summer schools in the UK for which residential fees to cover board and tuition are paid separately from public funds.
- h. When personnel travel in connection with sport, except as follows:
- (1) Service personnel appointed to an established post in which they are required to organise official Service sport, whilst travelling on such duty.
  - (2) Members of sports committees summoned to attend a meeting of a single-Service or Combined Services sports association called or authorised by the relevant Sports Board.
  - (3) Service representatives attending General Meetings of a sport's National Governing Body (NGB). If a Service person is elected to a sub-committee within the NGB, subsistence costs are not to be met by public funds.
  - (4) Key safety officials in major canoeing and winter sports competitions specifically authorised in each case by the Director of a single-Service Sports Board or the Combined Services Sports Board. The competitions qualifying are the Command, single-Service and Inter Service championships in those canoeing and winter sports disciplines that are eligible for public funding; they are listed at **Annex A** to this Section.
- i. When Service personnel participate in any form of Adventurous and/or Expedition Training (with the exception of permanent staff whilst undertaking their primary duties). However, travel to attend such training is reckonable for the purpose of claiming subsistence, noting that, where applicable, packed meals should be provided from Service sources.
- j. At stations in the UK and overseas where personnel are accommodated in specified hotels on a contract basis. In these circumstances, the hotel bills for food and accommodation are normally paid collectively direct from public funds. In such cases personnel are ineligible for NS and DS payments
- k. When Service personnel are in receipt of Meals Out Expenses (MOE) or Special Messing Allowance (SMA) they are ineligible to claim DS for the same meal(s).
- l. When shift workers undertake their normal duties at their permanent duty station. They may, however, have an entitlement to Reclaim the Daily Food Charge/Core Meal (see **Section 2** of this Chapter) and/or MOE (see **Section 4** of this Chapter).
- m. When family members who are not entitled to travel at public expense accompany Service personnel on temporary assignment visits.



- n. When Service personnel attend Garden Parties.
- o. When EUMS staff are engaged on duties directly related to their post. These Service personnel and their accompanying immediate family do, however, remain entitled to NS but not DS on arrival and departure from their EUMS post within the criteria at **Part Two** to this Section.

## Conditions

**05.0116. Prior Authority.** Both line management and budgetary written or verbal authority are required before making subsistence arrangements.

**05.0117. Conditions.** Subsistence expenses re-claimed must be:

- a. Reasonable, not excessive in nature and provide good value for the MOD in respect of accommodation, food, drink (no alcohol) and incidental expenses (for DS, see guidance at paragraph **05.0118**).
- b. Directly related to the duty concerned.
- c. Expenditure which would not have been incurred but for the duty.

**05.0118. Guidelines for DS Meals.** DS enables an individual to be reimbursed for actual, receipted costs for subsistence expenditure whilst on duty away from home, i.e. the costs of eating and drinking incurred, up to the DS capped limit (see Chapter 3 Section 1). Should an individual choose, out of personal preference, to spend more than the DS limit, then they are required to fund personally this additional expenditure themselves.

Meals should be interpreted as prepared food, which is defined as food made by a manufacturer, restaurant or food outlet, to be ready for consumption at the point of sale or temporary duty location (thus replacing what would be provided by the Service mess facility); exceptionally, microwavable meals are included in this definition. A hot or cold soft drink and snack/light refreshment may be claimed in lieu if for Service/travel reasons this is the only option available for a particular meal during the absence period. No alcohol is to be included in any DS or NS claim(s).

**05.0119. Exemption from Occupation of Service Accommodation.** Irrespective of the availability of Service accommodation NS may be claimed by the following:

- a. Service police personnel when visiting a station at which they are conducting an investigation.
- b. Service personnel from the MOD or Service HQs, on inspection or similar duties when the nature of the duty makes it inappropriate for them to stay in Service accommodation (e.g. a Compulsory Drug Test Team required to pre-position the night before a unit test).
- c. Service personnel when serving as a member of a Service Court.

**05.0120. Commencement of Absence.** The period of absence on duty commences from the time of departure from the assignment station or from the Residence at Work

Address (RWA). When, however, a journey begins or ends at a Selected Place of Residence (SPR), the allowance is not to exceed the amount that would have been admissible had the journey begun or ended at the permanent or temporary assignment station.

**05.0121. Temporary Assignment Overseas.** NS may be claimed for up to 4 consecutive months in any single overseas station by Service personnel on temporary assignment from the UK or from their overseas permanent assignment station. This period may only be extended with the authority of DBS MIL PERS-MIL OPS PACCC (e.g. unforeseen short duration extensions of temporary duty), when Overseas Rent Allowance (ORA) would be inappropriate (see **Chapter 9 Section 1**).

**05.0122. Party Travel Collective Arrangements.** Where the CO or appropriately delegated officer is satisfied that it is more economical, or administratively easier, personnel travelling in parties of 4 or more are to be provided with accommodation and/or food under the following collective arrangements in lieu of each eligible Service person claiming subsistence:

- a. Where accommodation only, or accommodation and food, is involved this should be provided collectively.
- b. Where food in transit, but no accommodation, is provided, a CO may authorise either:
  - (1) Meals to be purchased collectively. The cost of these meals is to be charged to the appropriate Subsistence Resource Accounting Code (RAC) and is to be paid under unit arrangements; or
  - (2) Packed meals to be provided by the unit to both living in and living out Service personnel without additional charge.
- c. The total food and accommodation costs, as appropriate, to be met by collective arrangements are to be paid via ePC/Public/Imprest Accounts supported by receipted bills, details of those incurring the costs and details of the comparative costs for individual subsistence entitlements.

**05.0123. Service Personnel in Receipt of FIA or LA.** For Service personnel in receipt of FIA (see **Section 5**) or LA (see **Chapter 5 Section 3**), the actuals claimed up to the NS and/or DS limits in any 24 hour period, are to be abated by the food element of FIA or LA (see **Chapter 3 Section 1** for rates of abatement).

**05.0124. Concurrent Payment with Local Overseas Allowance.** Where eligible, Subsistence (NS, DS or IE for hospitalised personnel) may be paid concurrently with LOA (see **Chapter 9 Section 7**).

**05.0125. Official Hospitality.** A Service person who has travelled on official business and is given hospitality in the form of an overnight stay in the home of an officer (military or Civil Service), who claims official hospitality costs in respect of that visit, is ineligible to claim PAR.

## Standing Entitlements

**05.0126. General.** Provided the eligibility and conditions in this Section are met, the standing subsistence entitlements detailed in the following paragraphs apply.

**05.0127. Transport Emergencies.** Service personnel who are unable to travel between their duty station and their RWA during a public transport emergency, and whose duty is designated essential by their CO or senior line manager (OF3 or above) are eligible to claim subsistence expenses when Service transport or accommodation is not available.

**05.0128. Accommodation Near to the Place of Work.** If there is an essential requirement for personnel to sleep near to their place of work for 2 or more consecutive nights, or at least one night a week over a period of weeks, and there is no Service accommodation available, they may be accommodated in a hotel, booked through American Express (GBT) on D,B&B or B&B tariffs only. Lunch meals may not be claimed. If American Express (GBT) are unable to meet a hotel accommodation requirement, private arrangements may exceptionally be made and refunded in line with the NS/DS rates for the appropriate country.

**05.0129. Personnel Detained on Duty in MOD Establishments with no Mess/ Accommodation Facilities.** A Service person whose normal place of duty is a MOD establishment with no facilities for an evening meal or accommodation, and who is necessarily detained on duty to such a late hour that normal public transport services will not enable the Service person to reach home before midnight, can claim reimbursement for actual allowable costs incurred for NS (limited to Dinner and B&B). In these cases, the authorising officer must be content that public accommodation is not available and late duty was necessary (i.e. the Service person did not choose to work late/stay at their place of duty as a matter of personal convenience). Where the Service person claims MOE, refunds are limited to NS for B&B.

**05.0130. Night Duty at MOD Establishments in London and Abbey Wood.** Service personnel undertaking a night duty at MOD establishments in London and Abbey Wood may reclaim actual dinner and breakfast costs up to the DS limit provided they meet all the following conditions:

- a. Undertake a night duty after normal working hours.
- b. Are not provided with free meals, or rations and cooking facilities from Service sources.
- c. Are unable to return home for meals.
- d. Purchase an evening meal and/or breakfast, from a commercial establishment.
- e. Are not in receipt of MOE, SMA, LA or FIA.
- f. Do not carry out a night duty instead of a day duty.
- g. Do not sleep in the office for their own convenience.
- h. Are not shift workers or whose normal conditions require them:

(1) To work at night or at weekends (or to be on call during these times in addition to normal duty) even where the contingency arises infrequently or irregularly.

(2) To work unsociable hours.

**05.0131. MOD London Watch Keepers During Operations.** Service personnel in MOD London who are watch keepers during operations will be eligible to reclaim the cost of an evening meal necessarily purchased from commercial sources, within the MOD DS limit. They may also be eligible to Reclaim the Daily Food Charge/Core Meal for the missed evening meals (see **Section 2** of this chapter). In order to qualify they must be:

- a. Living in single living accommodation.
- b. Required to work on operational watch keeping duties beyond 1900 hours on a regular basis (at least 9 occasions per month) and as a result miss the evening meal provided at their place of accommodation.

Those eligible to make these claims must not be in receipt of Food and Incidentals Allowance (see **Section 5** of this chapter), Special Messing Allowance (see **Section 6** of this chapter), Lodging Allowance (see **Chapter 5 Section 3**), Unaccompanied rates of Living Out Local Overseas Allowance or be provided with packed meals.

**05.0132. Subsistence - Maximum Payment Periods During Operations.** Where Service personnel are authorised to claim NS as a consequence of duties on a specific named operation (e.g. an extended fireman's strike) they may continue to claim NS in the UK beyond the normal 30 day maximum entitlement period (see paragraph **05.0109**).

**05.0133. Personnel who Require Hotel Accommodation Prior to Early Duty Flights.** Where it is necessary for a Service person, and where appropriate their immediate family, to pre-position in order to board an early duty flight, NS may be claimed for a hotel close to the departure airport from which public transport is readily available to meet the early flight. NS is not to be claimed if Service accommodation is available near the departure airport or the early flight was chosen for personal convenience.

**05.0134. Diversion of Duty Flights.** Service personnel and immediate families on a duty flight that is diverted and forced to land away from their scheduled destination will only be entitled to NS and/or DS for any period that Service provided accommodation and food is not available and personal expense is necessarily incurred. When assessing availability, Service personnel should consider proceeding to a nearby military unit/station. All claims for subsistence expenses under these circumstances are to be supported by a detailed statement outlining the circumstances, which is to be retained by the claimant with their supporting receipts.

**05.0135. Investitures.** Subsistence may be claimed by Service personnel when summoned to attend an investiture by, or on behalf of, His Majesty The King, or at a presentation by a Senior Officer for the purpose of receiving an honour or award earned in a Service capacity. The NS/DS will only be admissible when travel at public expense is authorised in accordance with **Chapter 6**. Subsistence is not admissible for family members or other spectators including those individuals who have been authorised to travel at public expense in accordance with para **06.0733**.

**05.0136. Relatives of Deceased Service Personnel Attending Investitures or Presentations.** When invited to attend an investiture or presentation by, or on behalf of, His Majesty The King to receive a posthumous award (or an award due to a Service person who died before the investiture or presentation), NS and/or DS may be paid for up to 2 people attending the investiture or presentation. Entitlement to NS is limited to one night in these circumstances.

**05.0137. Resettlement Courses.** Resettlement training authorised in accordance with **JSP 534** (Tri-Service Resettlement Manual), may attract subsistence for the duration of the course, irrespective of the maximum number of days limit at paragraph **05.0109**. For UK or overseas hotel accommodation booked through American Express (GBT) actual receipted costs of B&B or D,B&B can be claimed. If American Express (GBT) cannot provide suitable accommodation and the Service person obtains such accommodation through their own means then the actual costs incurred may be claimed, providing the Service person has proof American Express (GBT) were approached and could not provide suitable accommodation. The proof must be kept for audit purposes. Loan Service personnel are normally not entitled to resettlement training in accordance with JSP 468 (Loan and Secondment of Service Personnel to Commonwealth and Foreign Forces).

**05.0138. Post-Discharge Resettlement.** Service personnel specifically authorised and granted exceptional authority by MOD Director Resettlement to attend resettlement courses after being discharged from the Service, are eligible to claim subsistence under the terms of paragraph **05.0138**. Where it is necessary for an ex-Service person who is medically discharged to be accompanied by their spouse/civil partner or carer, that person is also eligible to claim subsistence. Where Post-Discharge Resettlement has been authorised, advances of subsistence/resettlement costs may be paid from the parent unit Public/Imprest Account.

**05.0139. Post-Discharge Service Medicals.** An ex-Service person (and their medical escort if required) who is authorised to travel at public expense to attend a medical examination at the request of MOD, is/are eligible to be paid subsistence.

**05.0140. Repatriation of Deceased Service Personnel.** On those occasions when a Service person's body is repatriated to the UK, close relatives/associates (known as the family group and normally limited to a maximum of 5 personnel) who have been invited to the airhead at public expense will have their NS and/or DS costs met from public funds. The Joint Casualty and Compassionate Centre (JCCC) will provide advice and method of claim (see **JSP 751 Part 1 Vol 2 Chapter 6 - Funerals, Burials, Cremations and Headstones**).

**05.0141. Authorised to Travel on Dangerously Ill Forwarding of Relatives (DILFOR) UK.** When close family members of a Service patient hospitalised in UK are authorised to travel to the bedside within the DILFOR UK Scheme, they may claim NS and/or DS costs as detailed in **JSP 751 Part 1 Vol 1 Chapter 6 - Visits by Relatives and Friends to Sick and Injured Personnel in Hospital (incl DILFOR)**.

**05.0142. Service Personnel Accommodating Relatives Authorised DILFOR (Overseas).** Service personnel may claim an allowance at one-third of the PAR for each relative of a Very Seriously Ill (VSI) or deceased Service person they accommodate for the authorised duration of their visit when the relatives are authorised to travel overseas at public expense under DILFOR (Overseas) provisions (see **JSP 751 Part 1 Vol 1 Chapter**



**6 - Visits by Relatives and Friends to Sick and Injured Personnel in Hospital (incl DILFOR)).**

**05.0143. A Relative or a Companion, Travelling Overseas in Connection with Illness or Death.** When a relative or a companion is authorised to travel overseas under the terms of **Chapter 6 Section 3**, accommodation is to be provided by the authority/unit as economically as possible at public expense by providing either:

- a. Public accommodation; or
- b. Accommodation with a Service family; or
- c. Hotel accommodation booked via American Express (GBT).

If hotel accommodation is arranged, the relative and companion are able to claim NS and/or DS for the length of the authorised period of the visit. This will not normally exceed 7 days. If visitors make their own arrangements, PAR is admissible, but the 7 day maximum period still applies.

**05.0144. Attendance by Family Members at Inquests into Deaths Attributable to Service.** The detailed eligibility and entitlements are in **Chapter 6 Section 7** and **JSP 751 Part 1 Vol 2 Chapter 10 - Coroners Inquests.**

**05.0145. Overnight Accommodation Associated With Compassionate and Sick Absence Flights.** Service personnel, and where appropriate their immediate family, on authorised compassionate, or sick absence, travelling to or returning from their destination, who find it impracticable to complete their journey within 24 hours are eligible to claim subsistence for a maximum 24 hour period, provided suitable Service accommodation (e.g. Gateway House at RAF Brize Norton) is unavailable (see **JSP 751 Part 1 Vol 3 Chapter 1 - Compassionate Leave Travel at Public Expenses**).

**05.0146. Service Personnel From Overseas Stations Attending UK Hospitals in Support of Service Personnel/Immediate Families Admitted To Hospital or to Outpatients.** Service personnel from overseas stations can claim subsistence if they return to the UK with a serving person/accompanying immediate family member who is being admitted to a UK hospital or is attending a UK hospital as an outpatient. Where the family member being admitted to or attending a UK hospital is a child, the child may be accompanied by either the Service parent or the Service parent's spouse/civil partner, and either, but not both, may claim subsistence for the journey. To be eligible to claim subsistence a competent medical authority must deem that the Service person/immediate family member returning requires to be accompanied and there must be no suitable hospital accommodation or Service accommodation (e.g. a vacant SFA available at any unit/station within a 50-mile radius of the hospital, or a vacancy in the Cotswold Centre if the hospital is within a radius of 50 miles).

**05.0147. Return to the UK for Confinement of Pregnant Women who are Servicewomen, Wives of Servicemen or Civil Partners of Servicewomen.** If a pregnant woman, who is a Servicewoman, wife of a Serviceman or the civil partner of a Servicewoman, is returned to the UK on the advice of a competent medical authority, subsistence at PAR (see paragraph **05.0108b**) may be paid for the pregnant woman up to a period of 6 weeks before, and up to 2 weeks after the birth. PAR will not be paid during

any period of hospitalisation. If the decision to return to UK for confinement is a personal choice, claims for subsistence are inadmissible.

**05.0148. Travel Between Northern Ireland and Great Britain Whilst on Duty.**

Service personnel travelling on duty by ferry from NI to GB, or GB to NI, may claim subsistence (at the appropriate rate) as follows:

- a. **If embarking/disembarking a ferry at Liverpool.** There is no entitlement to subsistence.
- b. **If embarking/disembarking a ferry at Stranraer or Cairnryan.** When the starting point or final destination for the journey is beyond the following points, Service personnel will be entitled to NS for one night (and related DS):
  - (1) North of a line between Montrose and Fort William.
  - (2) South of a line between Abergele (Wales), Cannock, York and Whitby.
- c. **If embarking/disembarking a ferry at Troon.** When the starting point or final destination for the journey is south of Troon, there is no entitlement to subsistence. If it is north of a line between Peterhead and Kyle of Lochalsh, however, Service personnel will be entitled to NS for one night (and related DS).
- d. **If embarking/disembarking a ferry at Heysham.** When the starting point or final destination for the journey is north of Heysham, there is no entitlement to subsistence. If it is south of a line between Torquay and Barnstaple, or Southampton and Tilbury, however, Service personnel will be entitled to NS for one night (and related DS).

**05.0149. Scottish Outer Isles.** Subsistence may be paid to Service personnel who are permanently assigned to the Scottish Outer Isles and who are unavoidably detained (e.g. because of flight or sailing cancellations due to bad weather) when returning to duty from temporary duty elsewhere, or exceptionally from leave, for each night necessarily spent in a hotel or similar accommodation. Reimbursement is limited to the NS and DS. Conditions at paragraphs **05.0105-13** for the Service person and accompanying immediate family.

**05.0150. Travel in Parties as Escorts and Service Personnel Under Arrest.**

Subsistence can be claimed in the following circumstances:

- a. Where the party is of 3 or less, the Escorting Officer or Non-Commissioned Officer (NCO) in charge of the escort party and the other escorts can claim personal subsistence. The Escorting Officer or NCO in charge of the escort party is to pay for the prisoner's food and then claim for themselves and the prisoner(s) actual costs within the MOD limit for the appropriate allowance.
- b. Where the party is of 4 or more, arrangements are, where possible, to be made under the collective conditions as set out at paragraph **05.0122**.

**05.0151. Charges for Service Personnel in Civil Custody.** Actual charges for food for Service personnel in civil custody may be paid to the civil authorities and reclaimed by

the Escorting Officer or NCO in charge of an escort party. Actual expenditure, irrespective of MOD limits may be reimbursed.

**05.0152. Travel in the UK for Families of Service Personnel Under Sentence in the Military Corrective Training Centre (MCTC).** Where it is not possible for a visitor to a Service person under sentence in the MCTC to complete the return journey in one day, NS to cover the cost of overnight accommodation for one night will be admissible.

Reimbursement to the visitor is limited to the NS conditions at paragraphs **05.0105-09**.

**05.0153. Escorts Fed and Accommodated by Civilian Police.** Where escorts are fed and accommodated under civilian police arrangements actual expenditure on subsistence expenses may be reclaimed, irrespective of MOD limits.

**05.0154. Personnel Temporarily Accommodated in Foreign Messes.** Service personnel required to pay for accommodation and/or meals when temporarily accommodated in foreign messes may be reimbursed the actual cost up to the appropriate subsistence rate for the country where the Mess is located.

**05.0155. Groups Accommodated in Foreign Messes.** Where a large detachment of personnel are staying in foreign Messes one of the following may be applied:

- a. Personnel are reimbursed for actual accommodation and food expenses up to the appropriate NS and DS allowance rates for the country where the Mess is located.
- b. If there is a collective arrangement and the bill is centrally paid for the group, personnel are ineligible for personal NS or DS expenses.

**05.0156. Personnel Evacuated from their Permanent Duty Station Overseas.** Service personnel and/or their accompanying immediate families evacuated from overseas under the authority of the Head of Mission, but not as a result of personal choice, are eligible to claim NS and DS for initial accommodation arrangements in the UK, or other country to which they have been evacuated, for each member of the immediate family evacuated. These are payable for up to 30 days from arrival if no other suitable Service accommodation is available. Where the evacuated family chooses to stay temporarily with friends and family as an alternative to hotel accommodation NS at PAR may be paid for up to 90 days.

## Part Two

### Subsistence Entitlements on Assignment

**05.0157. General.** A Service person, and if applicable, their immediate family, will be eligible to receive subsistence for their journey when assigned, in writing, to a new permanent duty station, which requires a move of residence for Service reasons. However, any claim for NS must be supported by the gaining unit<sup>5</sup>, via the appropriate HR department. Where the immediate family are required to travel independently at public expense, they will be entitled to subsistence in their own right. Where the Service person

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<sup>5</sup> Unit HR, being cognitive of [Para 05.0107](#), are able to acknowledge the availability, or otherwise, of appropriate Service accommodation and authorise a claim accordingly. Service accommodation is taken to be SFA, SLA and Messes but not Contact Houses which have a wider welfare purpose.



travels alone, they will be eligible for concurrent DS and NS costs. Service personnel travelling in their own vehicle(s) to or from overseas assignments are not normally entitled to subsistence allowance except for those assigned to or from North West Europe<sup>6</sup> (see Paragraph **06.0718**)

**05.0158. Journey to the First Permanent Assignment Station on First Joining the Services and on Termination of Full-Time Service.** Personnel can claim DS for the journey within the UK to their first permanent assignment station and from their releasing unit to the selected place of residence within the UK as a result of their termination of full-time service where the duration of the journey necessitates expenditure on meals. Where, unusually, overnight accommodation is necessary (e.g. an early morning reporting time at the first duty station), NS may be admissible in addition to DS. Journeys to/from countries other than the UK only attract subsistence for the portion of the journey undertaken in the UK. There is no entitlement to subsistence for those who are already serving overseas who elect to retire overseas.

**05.0159. Change of Permanent Assignment Station Within the UK for Personnel due to be Accommodated in Substitute Service Accommodation - Preliminary Viewing.** Service personnel who are assigned to a new permanent assignment station within the UK and are in receipt of a NAC, are eligible for one night's NS for themselves and, if they are viewing SSFA, their accompanying immediate family members, to facilitate their preliminary viewing and selection of new SSFA/SSSA accommodation.

**05.0160. Change of Permanent Assignment Station From Overseas to the UK for Personnel due to be Accommodated in Substitute Service Accommodation - Preliminary Viewing.** Service personnel who are assigned to a new permanent assignment station in the UK from overseas, and are in receipt of a NAC, are eligible for subsistence for up to 4 nights for themselves only, to facilitate their preliminary viewing of SSFA/SSSA and selection of new accommodation prior to their relocation to the UK.

**05.0161. Service Families Accommodation<sup>7</sup> Unavailable for Less Than 28 Days in the UK.** Service personnel permanently assigned to a UK duty station where public accommodation has been allocated, but for administrative reasons is temporarily unavailable for occupation for up to 28 days, are entitled to claim subsistence<sup>8</sup> for a period of up to 3 nights for themselves and their immediate accompanying family, or up to 4 nights when a Sunday or Public Holiday is included. This entitlement to subsistence may be utilised at the old or new UK permanent assignment station. If SFA cannot be made available after 3 nights (4 if a Sunday or Public Holiday is included), the Service person will be expected to occupy SLA until SFA becomes available. Subsistence will not be available to the immediate family beyond 3/4 nights. Where no SLA is available, subsistence may be paid for the Service person only, until SLA or SFA is available, subject to the 28-day maximum. A certificate is to be obtained from DIO, the relevant housing authority or the unit, to support a subsistence claim. Service personnel will not be entitled to additional subsistence, above those allowed in this paragraph. For clarity, these additional subsistence are not payable in the following circumstances:

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<sup>6</sup> For duty travel on assignment purposes, North West Europe is defined as Germany, Denmark, France, Belgium and the Netherlands

<sup>7</sup> This would similarly provide support to SP intending to occupy private accommodation who encounter issues accessing their storage, thereby limiting the habitability of the private property; however this should be in consultation with the gaining unit HR, who must approve this eligibility based upon the circumstances.

<sup>8</sup> This includes the use of contact/welfare houses, however if this type of accommodation is located close to messing or subsidised facilities no subsistence allowance is to be paid as these facilities are to be utilised.

- a. When purchasing a property for which there is no entitlement to claim a refund of legal expenses for that transaction.
- b. When occupying temporary accommodation which is not within 50 miles or 90 minutes travelling time of the new permanent assignment station.
- c. When searching for accommodation, which is not within 50 miles or 90 minutes travelling time of the new permanent assignment station.
- d. When living with relatives or friends whilst searching for accommodation. In this instance, PAR for 3 nights, or 4 nights if a Sunday or public holiday is included, is admissible.

**05.0162. Service Families' Accommodation Unavailable for 28 days or More.**

Where married Service personnel or those in a civil partnership are entitled to, and have applied for, SFA at their new permanent assignment station but have been informed that none is available for occupation within 28 days of joining for duty, the receiving unit can grant subsistence for up to a maximum of 11 nights UK (14 nights if overseas) providing it is necessary to stay within 50 miles or 90 minutes travelling time of their new place of duty to look for privately rented accommodation, SSFA or a property to purchase. These additional nights subsistence are normally to be taken during periods of relocation inter-assignment leave.

**05.0163. Subsistence on Departure from a Permanent Assignment Station in the UK.**

Where Service personnel permanently assigned from the UK to an overseas duty station unavoidably incur hotel expenses (e.g. they are required to move out of their residence at duty station for Service reasons prior to their departure date) they are entitled to claim subsistence for up to 3 nights for themselves and their immediate accompanying family, or up to 4 nights when a Sunday or Public Holiday is included. This subsistence expenses entitlement is to be claimed for temporary overnight accommodation in the UK. There may also be an entitlement to further subsistence on arrival at the overseas duty station in accordance with paragraph **05.0166**. Where the assignment is within the UK and SFA is unavailable on arrival at the new UK duty station there may be an entitlement to subsistence in accordance with paragraphs **05.0162** or **05.0165**.

**05.0164. Subsistence on Arrival at or Departure from a Permanent Assignment Station in Northern Ireland.**

Where Service personnel, and where applicable their accompanying immediate family, unavoidably incur hotel expenses as a result of moving PE to/from a permanent assignment station in Northern Ireland, subsistence for temporary accommodation can be claimed up to the limit authorised in paragraph **05.0167**. This entitlement only exists for the period when a delay in the occupation of the new RWA/SFA is incurred as a result of the timescales for delivery of PE using Service move arrangements.

**05.0165. Overseas Pre-Assignment Recce Visits.** Travel and subsistence entitlements are detailed at Chapter 6, Section 7, paragraphs **06.0709 to 06.0713**.

**05.0166. Subsistence on Arrival at a Permanent Assignment Station Overseas.**

From the official call-forward date, where Service personnel unavoidably<sup>9</sup> incur hotel

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<sup>9</sup> i.e. due to the exigencies of the Service and not for personal reasons.

expenses, for themselves and where applicable their accompanying immediate family, on arrival at an overseas permanent assignment station, (irrespective of the location of the previous assignment station), before moving into either public or overseas rented accommodation, subsistence may be claimed for a period of up to 14 nights on arrival. The local CO (or delegated officer) has the authority to extend this period to a maximum of 28 nights on arrival if the continued occupation of hotel accommodation is unavoidable. Occupation of hotel accommodation beyond 28 nights requires authority from DBS MIL PERS-MIL OPS PACCC. Application for authority should be submitted as early as possible to DBS MIL PERS-MIL OPS PACCC to consider whether subsistence should continue. The application should give the reason for continued occupation of hotel accommodation and details of the family and anticipated costs involved.

**05.0167. Subsistence on Departure from a Permanent Assignment Station**

**Overseas.** Where Service personnel unavoidably incur hotel expenses, for themselves and where applicable their accompanying immediate family, on departure from an overseas permanent assignment station following a requirement to move out of either public or overseas rented accommodation, subsistence can be claimed for a period of up to 6 nights. The local CO (or delegated officer) has the authority to extend this period to a maximum of 14 nights on departure if the continued occupation of hotel accommodation is unavoidable. Occupation of hotel accommodation beyond 14 nights requires authority from DBS MIL PERS-MIL OPS PACCC. The application should give the reason for continued occupation of hotel accommodation and details of the immediate family members and the anticipated costs involved.

## **Part Three**

### **Payments & Advances**

**05.0168. General Guidance.** Service personnel should note the following points when considering submitting claims for subsistence:

- a. They are responsible for the accuracy of their claims and that, by submitting them, they will be confirming that expenditure was actually and necessarily incurred.
- b. The submission of incorrect claims will normally lead to recovery of claims/sums paid and/or disciplinary action. It is a serious offence to make, or conspire in the making of, a false claim or to withhold any information relevant to a claim. Personnel should seek advice at the earliest opportunity from their line manager or unit HR admin staff if they are in doubt or experiencing difficulty in any aspect of completing their subsistence claim.
- c. Compensation accepted in respect of personal hardship caused by disruption of an official journey (e.g. cancellation or overbooking of an air flight; an excessive delay; or for downgrading of travel or accommodation), such as a meal or overnight accommodation in lieu of this, is to be taken into account in any subsequent expenses claim. Subsistence will normally only be payable to cover any additional expenditure necessarily incurred.

**05.0169. Advances.** The following arrangements apply for the payment of advances:

- a. An advance must not be applied for more than 21 days before the expected commencement of the period of duty<sup>10</sup>;
- b. Advances must not be for more than 90% of the anticipated cost of the duty;
- c. Personnel must not have more than 3 advances outstanding at any one time; and
- d. The minimum amount for an advance is £50.

Advances not cleared by the 31<sup>st</sup> day after completion of the duty for which the advance was authorised will be deducted direct from the Service person's pay account. Service personnel in possession of a electronic Purchasing Card (ePC), and specifically authorised to use it for personal subsistence, should use that to pay bills, rather than seek an advance of subsistence expenses. ePC cards can be used for the payment of DS and NS bills (in accordance with **JSP 332** (Low Value Purchasing Manual)).

**05.0170. Re-imbursement Limits and Promulgation.** MOD sets separate limits for Armed Forces personnel for DS for UK and overseas, above which actual expenses may not normally be reimbursed. Limits for PAR and UK DS are at **Chapter 3 Section 1**. Where expenses above the limits for NS or DS are necessarily or unavoidably incurred as a consequence of the duties, but not personal choice, the Service person's line manager and local finance manager must authorise the reimbursement of actual costs in excess of the caps. This does not apply to refunds of IE for hospitalised personnel. Under no circumstances should IE caps be exceeded.

**05.0171. Receipts and Supporting Documentary Evidence.** The payment of actual costs makes it necessary for all NS and DS expenditure (but not IE expenditure for hospitalised personnel) to be supported by receipts and supporting documentary authority to undertake the duty.

- a. Receipts are required for all NS and DS expenditure, where these can be reasonably obtained. Receipts are to be the itemised receipt that is provided by the hotel, restaurant or other retailer. A credit/debit card receipt or voucher which contains no details of the items purchased is not an acceptable record. (Where the itemised receipt has been lost a credit/debit card receipt is better than nothing but must be annotated with the specific details of the purchases claimed.)
- b. It is recognised that obtaining some receipts may be impractical. In cases where receipts cannot be obtained, or have been lost, JPA F025A is to be completed and retained with a copy of the claim.
- c. Service personnel are required to retain a copy of all claims with supporting receipts, authority to travel and, where appropriate, NACs for a period of 24 months after the date of the claim. It is emphasised that these documents are to be retained by the Service claimant and if requested by any authorised person, they are required to produce them for audit/ inspection. An 'authorised person' may be the CO or a delegated authority at the Service person's unit or an external Service

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<sup>10</sup> This regulation will not apply to those personnel who require advances to cover resettlement course fees.

or civilian inspection/audit team. HM Revenue and Customs (HMRC) have statutory powers of inspection. Failure to produce these documents will normally lead to recovery of claims/sums paid and/or disciplinary action.

d. Service personnel cannot claim on JPA on behalf of colleagues when on duty. Where a group has purchased a meal together using cash or a personal credit/debit card, each individual who can claim should take a copy of the itemised receipt (if paid by one person) and only claim for their element of the bill, highlighting those elements on the receipt.

**05.0172. Collective Arrangement Payments.** Payments for accommodation under collective arrangements should be made using a ePC or via the unit Public/Imprest Account. The use of a ePC for collective arrangement NS/DS payments may be used for specific exercise, training and/or operational reasons, in accordance with local budgetary controls. Payments are to be supported by receipted bills, details of those incurring the costs and details of the comparative costs for individual subsistence entitlements. Under no circumstances should individuals then claim on JPA – paragraph **05.0115** of this chapter refers.

## Rates

**05.0173. Rate Calculation.** The various subsistence rates are calculated by CDP(AF Rem) Allces as follows:

- a. **American Express (GBT) Bookings.** There is no set rate for NS for bookings made for UK or overseas hotels via American Express (GBT). B&B or D,B&B actual receipted costs may be claimed.
- b. **PAR.** PAR is paid on the assumption that those staying overnight with friends or relatives will take a small gift in lieu of a contribution towards their board and lodging. To enable CDP(AF Rem) Allces to calculate a rate, this gift is based on the cost of 2 medium-priced bottles of wine purchased from a reasonable quality supermarket.
- c. **DS - UK.** DS is paid within the UK to reimburse actual expenditure, supported by receipts, up to the daily MOD limit.
- d. **DS - Overseas.** DS is paid overseas to reimburse actual expenditure, supported by receipts, up to the MOD limit as published by CDP(AF Rem) Allces. These rates are calculated on independent commercial data and are then adjusted as required for affordability, then published in the relevant overseas currency. In certain circumstances, for example during an exercise in which personnel will eat at a combination of military on base and commercial off base locations, a revised overseas DS rate can be set. Requests for specific overseas DS rates are to be made to CDP(AF Rem) Allces.
- e. **Abated DS Rate.** The abated DS rate (see sub-paragraph **05.0108a(3)**) is calculated by CDP(AF Rem) Allces. It is calculated based on independent commercial data.
- f. **IE Rates.** Reimbursement of IE for hospitalised personnel is at a fixed daily capped rate as shown at **Chapter 3 Section 1** and receipts for expenditure are not



required. IE for hospitalised personnel is designed to cover the daily cost of necessary personal incidental expenses such as for laundry/dry cleaning, a telephone call, a daily newspaper, TV usage, the purchase of books and magazines, stationery and postage.

## Method of Claim

**05.0174. Method of Claim.** Subsistence (less Incidental Expenses (see Para **05.0113**)) are to be claimed by eligible Service personnel using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system or those Service personnel wishing to claim Incidental Expenses, JPA Form F016 is to be completed and submitted to unit HR admin staff for input onto JPA using the Zoom facility or, in the case of Incidental Expenses, for submission to JPAC on JPA Form F016a as offline expense claims. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto JPA Form F016a which will then be dispatched to the JPAC for input to JPA.

**05.0175. Cost Attribution.** The JPA Expenses Claim system has been designed to automatically populate the Unit Identification Number (UIN) field, used for cost attribution, with the parent unit UIN of the claimant. It is recognised that many Expenses Claims need to be attributed to different UINs (e.g. Service personnel who work as part of a project team who need to attribute their costs to different project UINs). Accordingly, personnel are to change UIN field on their I-Expense claim to properly reflect cost attribution.

## Method of Payment

**05.0176. Method of Payment.** All subsistence expense entitlements, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account. Entitlements for spouses/civil partners to claim subsistence for duty journeys independent of their Service spouse/civil partner will be paid locally via the unit Imprest/Public account using a receipted JPA Form F016 to support the account. This method of payment should not be used for claims submitted by the Service person on behalf of their spouse/civil partner for subsistence entitlements associated with journeys such as assignment journeys.

## Audit Arrangements

**05.0177. JPA Audit Arrangements.** All travel and subsistence expense claims processed and paid via JPA, irrespective of whether the claim is made using the JPA on-line system or by submission of a manual claim form via the unit HR Admin Staff, will be subjected to a 5% random audit. 5% of electronically submitted claims will be automatically and randomly selected for audit by the JPA system at the time they are submitted for payment. 5% of manual claims will be selected for audit when the details are input by JPAC for payment on JPA. (see paragraph **04.0303**).

## Annex

A. Specified Sports Events and the Number of Safety Officials Eligible for Subsistence.

## SPECIFIED SPORTS EVENTS AND THE NUMBER OF SAFETY OFFICIALS ELIGIBLE FOR SUBSISTENCE

1. The number of sports safety officials authorised to attend the specific levels of events and be eligible for subsistence are listed in the table below. The limitations stated within the table are not to be exceeded.

Serial (a)	Sport (b)	Disciplines (c)	Level of Event (d)	No of Official s (e)	Length of Event (Days) (f)
1	Canoeing	Slalom	Inter Service	2	4
		WWR <sup>1</sup>	Inter Service	2	3
		Surf	Inter Service	2	3
		S&M <sup>2</sup>	Inter Service	2	3
		Slalom	Single Service	2	3
		WWR	Single Service	2	2
		Surf	Single Service	2	2
		S&M	Single Service	2	2
		Slalom	Land Command	2	4
		WWR	Land Command	2	2
		WWR	Inter Corps	2	2
		Multi-Discipline	RAF Inter Command	2	2
2	Winter Sports	Alpine Skiing	Inter Service	2	7
			Single Service (Army & RAF)	2	13
			Single Service (RN)	2	7
		Bobsleigh <sup>3</sup>	Inter Service	3	7
			Single Service	3	7
		Skeleton Bobsleigh <sup>3</sup>	Inter Service/ Single Service	3	7
		Luge <sup>3</sup>	Inter service/ Single Service	3	7
		Snowboarding	Inter Service	2	7
			Single Service (Army & RAF)	2	13
			Single Service (RN)	2	7
3		Telemark	Inter Service	2	7
			Single Service	2	7

<sup>1</sup> WWR = White Water Racing.

<sup>2</sup> S&M = Sprint and Marathon.

<sup>3</sup> If the individual championships for Bobsleigh, Skeleton Bobsleigh and Luge are combined in to one Ice Championship, the number of officials authorised reduces from 9 to 7 as one doctor can cover all disciplines.

## Chapter 5 Section 2 – Reclaim the Daily Food Charge/Core Meal

### General

**05.0201. Aim.** The aim of Reclaim the Daily Food Charge/Core Meal is to reimburse Service personnel who are paying a Service food charge with the relevant proportion of that charge when, due to Service reasons, they could not reasonably obtain a meal in a Service messing facility. Additionally Reclaim the Daily Food Charge/Core Meal is also utilised to reimburse those personnel who eat in a Catering Retail & Leisure (CRL)/Pay As You Dine (PAYD) Service dining facility and incur costs for their meal despite being entitled to be fed at Crown Expense<sup>1</sup>. The generic term for such Service personnel is 'Crown feeders'.

**05.0202. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 297 Reclaim the Daily Food Charge/Core Meal is non-taxable.

### Eligibility

**05.0203. Eligible Service Personnel.** All Service personnel (including Reserve personnel, and only those Sponsored Reserves in contract), against whom a daily food charge has been raised for the day on which one or more meals are missed, are eligible to Reclaim the Daily Food Charge/Core Meal. Additionally, several circumstances exist in which Service personnel are entitled to be fed at Crown Expense. The regulations identifying who is entitled to be fed at Crown Expense and therefore entitled to Reclaim the Daily Food Charge/Core Meal when they have paid for a meal (or meals) in a CRL/PAYD unit are in **JSP 456, Part 2, Volume 4, Chapter 2**.

### Ineligibility

**05.0204. Ineligible Service Personnel.** The following Service personnel are ineligible to Reclaim the Daily Food Charge/Core Meal:

- a. Those on duty when Field Conditions or Field Conditions (Food) have been declared.
- b. Those who choose not to take a meal that is available in a Service messing facility (e.g. those who elect to work through a meal time).
- c. Those who are unable to obtain a meal in Service messing facility due to undertaking alternative working arrangements by personal choice.

### Conditions

**05.0205. Conditions of Payment.** Payment is subject to all the following conditions being met:

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<sup>1</sup> Eligibility to be fed at Crown Expense is detailed within Paras 0205 & 0206 of JSP 456 Vol 4 Chap 2.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- a. In the time available, the Service person could not reasonably have been required to return to their unit messing facility or obtain a meal in another Service or Government subsidised messing facility.
- b. A packed meal or Service provided meal was not issued.
- c. The claimant is not concurrently in receipt of Lodging Allowance (see **Chapter 5 Section 3**), Food and Incidentals Allowance (see **Section 5** of this Chapter), Special Messing Allowance (see **Section 6** of this Chapter), or the Unaccompanied Living Out rates of Local Overseas Allowance (see **Chapter 9 Section 7**).

Where Reclaim the Daily Food Charge/Core Meal is claimed by Service personnel entitled to be fed at Crown Expense i.e. at a CRL/ PAYD unit in accordance with **JSP 456 Volume 4 Chapter 6**, they may choose whatever they wish from the retail menu but may only reclaim the relevant Daily Food Charge/Core Meal published rates. Any costs above the Daily Food Charge/Core Meal published rates are the responsibility of the Service person. The amount claimed in any one day is not to exceed the sum of the Daily Food Charge for meals taken in that day.

**05.0206. Concurrent Payment of Reclaim the Daily Food Charge/Core Meal With Other Allowances.** Reclaim the Daily Food Charge/Core Meal may be claimed concurrently with Subsistence (see **Section 1** of this Chapter) or Meals Out Expenses (see **Section 4** of this Chapter), but not both.

## Rates

**05.0207. Rate Calculation.** Rates for Reclaim the Daily Food Charge/Core Meal are set annually (as at 1 April) by CDP(AF Rem) Allces and published within the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are at **Chapter 3 Section 1**.

## Method of Claim

**05.0208. Method of Claim.** Claims for Reclaim the Daily Food Charge/Core Meal are to be submitted using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

## Method of Payment

**05.0209. Method of Payment.** All Reclaim the Daily Food Charge/Core Meal entitlements, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Chapter 5 Section 3 – Lodging Allowance

### General

**05.0301. Aim.** The aim of Lodging Allowance (LA) is to enable Service personnel in the UK to rent accommodation and meet associated necessary costs when single public accommodation is unavailable and Substitute Single Service Accommodation (SSSA) is unavailable or inappropriate.

**05.0302. Necessary Costs.** LA contributes to a combination of necessary costs, which are: rent, utilities, food, travel and incidentals.

**05.0303. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Sections 337 to 339 LA is a non-taxable allowance when paid to a Service person for a period not exceeding 24 months. Where, exceptionally, a Service person remains in receipt of LA in excess of 24 months, Income Tax and NICs are payable for the entire period. These are met by the MOD and paid by DBS under PSA.

### Eligibility

**05.0304. General.** LA is payable to Service personnel provided they are in receipt of regular pay. Full Time Reserve Service (FTRS) (Full Commitment), FTRS (Limited Commitment) not serving at their permanent duty station and Military Provost Guard Service (MPGS) personnel who meet the eligibility criteria are also eligible to receive LA. For periods up to and including 30 days, Night Subsistence (NS) may be claimed (see **Chapter 5 Section 1**). LA is normally provided for Service personnel who are detached from their duty station for periods in excess of 30 days and less than 6 months. There may be certain circumstances, however, where personnel are required to occupy lodgings for longer (e.g. the unforeseen extension of a detachment).

**05.0305. Eligible Service Personnel.** LA is admissible provided that the following criteria are met:

- a. The Service person fulfils the eligibility criteria for the allocation of SSSA (see **JSP 464** Tri-Service Accommodation Regulations (TSARs)); and either
- b. Written confirmation has been obtained from Defence Infrastructure Organisation (DIO) that no suitable SSSA is available, or that SSSA is considered by the Unit to be inappropriate; or
- c. The Service person is serving in an appointment where they are exempted from occupying Single Living Accommodation (SLA) or SSSA, and where the appointment is not one that requires them to occupy Service Family Accommodation (SFA) or Substitute Service Families Accommodation (SSFA).

### Ineligibility

**05.0306. Ineligible Service Personnel.** The following categories of Service personnel are ineligible for LA:

- a. Those serving outside the UK for whom other accommodation allowances, such as Overseas Rent Allowance (see **Chapter 9, Section 1**) are available.
- b. Those that are ineligible for SSSA because they own or partly own their home (see **JSP 464 TSARs Vol 2 Pt 2 Chapter 7**).
- c. Those that have been given permission to live out for personal reasons when suitable SLA was available at the time permission to live out was granted.
- d. Those on medical leave or otherwise away from the unit to which they are assigned, or temporarily assigned while awaiting permanent assignment, for periods over 61 days.
- e. University, medical and dental cadets and Foundation Year 1&2 Doctors.
- f. Those that, with other individuals, enter into reciprocal arrangements to create the effect of an entitlement to LA where no entitlement would otherwise exist.
- g. Those who wish to claim LA in order to occupy a property unless it is a second home, which is owned wholly or in part by the claimant, their spouse/civil partner, or dependant child or their parents, or by a third party company in which they, their spouse/civil partner, dependant child or their parents maintain a financial interest.
- h. All Reserve personnel not covered at paragraph **05.0304**, unless mobilised.

## Entitlement

**05.0307. Type of Lodgings.** Service personnel are expected to occupy lodgings of a standard appropriate to their rank including lodgings owned or partially owned by Service personnel. For guidance these standards are:

- a. **OF5 and Above.** A self-contained one-bedroom flat with a separate sitting room, bathroom and kitchen.
- b. **OF4 and OF3.** A small self-contained studio flat or independent suite within a private house that includes: a bedroom, sitting room, en-suite bathroom and self-catering facilities.
- c. **OF2 and Below and OR5 and Above.** A single bed-sit or studio accommodation consisting of a personal bedroom/sitting room, either personal self-catering facilities or a kitchen shared between no more than 3, and bathroom shared on the same basis.
- d. **OR4 and Below.** A flat or house share consisting of a personal single bedroom, shared sitting room, bathroom and self-catering facilities.

**05.0308. Standard of Lodgings.** COs, or officers to whom authority has been delegated to administer LA claims, are to satisfy themselves that acceptable standards of lodgings are obtained. They should also not approve inadequate or unsuitable accommodation (e.g. caravans, boats and campsites). Due consideration should be paid to the standard and availability of accommodation in the area and must reflect the type of lodging in line with the entitlement listed at paragraph **05.0307** of this section.

**05.0309. Agent's Fees.** Non-refundable agent's fees for finding accommodation, and fees for tenancy and/or inventories, may be reimbursed on production of evidence of expenditure. Only one fee for each requirement to find lodgings is refundable. LA claimants will also be eligible for a second reimbursement of agent's fees at the same duty station if they move lodgings for reasons beyond their control. In such cases, the decision is at the discretion of the CO.

**05.0310. Advances.** When rent for the lodgings is paid to the landlord monthly in advance, COs will authorise an advance of pay, if requested, for an amount up to one month's LA to assist with initial expenditure. Requests for more than one month's rent in advance will be authorised only with the approval of DBS MIL PERS-MIL OPS PACCC. An advance of LA is to be recovered in equal monthly instalments over 6 months, or over the period of the assignment, whichever is the shorter.

**05.0311. Returnable Rent Indemnity Security Deposits.** When the claimant is required to pay a returnable rent indemnity security deposit, COs will authorise an advance, if requested, of the amount required. Any advances made to Service personnel in respect of returnable deposits are to be recovered from them at the end of the tenancy agreement or when they cease to be eligible for the allowance, whichever is the earlier. The claimant is responsible for recovering any returnable security deposit from their landlord.

**05.0312. Rent Indemnity.** When LA claimants have to vacate their lodgings at short notice and necessarily incur rent indemnity expense due to unforeseen Service reasons, they will be allowed, with the CO's approval, reimbursement of such expenses within a maximum of one month's LA. DBS MIL PERS-MIL OPS PACCC approval is required for claims exceeding this limit.

## Conditions

**05.0313. Availability of Public Accommodation.** COs are to ensure the maximum use of publicly funded accommodation before supporting claims for LA.

**05.0314. Change in Individual Circumstances.** Service personnel in receipt of LA are to report any changes of circumstances as soon as they become aware of them. Early advice should be sought where a change might place them in an ineligible category at paragraph **05.0306**. Such circumstances are to be formally reported and include:

- a. A change in Personal Status Category (PStat Cat).
- b. Temporary assignments and courses.
- c. Terminal/invaliding/medical leave.
- d. Temporary visits of their immediate family in excess of the permitted period. Immediate family may stay in the lodgings with the claimant on no more than 28 nights in any 61-day period. If visits exceed 28 nights, entitlement to LA will cease on the 29<sup>th</sup> day.
- e. A change of lodgings.

- f. SP wishing to conduct remote working under an agreed Flexible Working Agreement authorised by their CoC in accordance with JSP750 (Centrally Determined Terms of Service) must submit PACCC casework. SP should note that electing to work from an alternative working address may cause entitlement to LA to cease.

**05.0315. Change in Rank.** Service personnel who change rank are to receive the allowance at the rate appropriate to their new rank from the date on which they draw the pay of that rank, irrespective of the date of notification.

**05.0316. Review Procedure.** COs are to review those in receipt of LA every 6 months in order to verify entitlement. In particular, the CO is required to certify that the Service person could not be accommodated in suitable SLA or, if married or in a civil partnership, travel daily from the place where their immediate family is residing. If SLA is available or daily travel is possible the Service person should move as soon as possible and LA should be stopped.

**05.0317. Duration of Allowance.** In certain circumstances LA may be approved for more than 6 months, but will not normally remain in issue for a period exceeding 3 years (e.g. unforeseen extension(s) of duty). COs are to forward details of cases that are likely to exceed 3 years to DBS MIL PERS-MIL OPS PACCC seeking approval for continued payment beyond the third anniversary of the date for which payment was first issued. This action should be taken well in advance of the expiry of the 3-year point to enable sufficient time for consideration by DBS MIL PERS-MIL OPS PACCC and communication back to the unit.

**05.0318. Retention of Lodgings During Temporary Absence.** Claimants who are temporarily absent from their duty station for a period of up to and including 61 days, will continue to receive the allowance in respect of their lodgings provided they retain, pay for and do not sublet their lodgings, and furnish a certificate to that effect. However, where COs are satisfied that exceptional short term circumstances lead to the period exceeding 61 days (e.g. hospitalisation), they will authorise continued payment. The impact on LA payments as a result of other forms of absence can be found at **Chapter 2 Section 3**.

**05.0319. Effect on Other Allowances.** Where NS is paid concurrently with LA, NS is to be abated by the daily food element of LA. No other form of home to duty travel, or food allowance is to be paid concurrently with LA as these elements are included within LA.

**05.0320. Service Food and Accommodation Charges.** Service personnel in receipt of LA are not required to pay the Service food or Service single accommodation charges as these are already deducted when the rates of LA are calculated.

## Rates

**05.0321. Rate Calculation.** The rate of LA is set annually (as at 1 April) by CDP(AF Rem) Allces based on 9 elements (6 credits and 3 debits) and updated each August in line with Consumer Price Index changes. Details of the 9 elements are as follows:

- a. **Credits.**

- (1) **Accommodation Element.** Each year the accommodation element is taken from the DIO-ACC rental ceilings for SSSA. .

(2) **Utilities Element.** The utilities element is based on the figures for SLA water and SLA fuel charge from the Armed Forces' Pay Review Body Pay Review paper on Accommodation charges.

(3) **Setting up Costs.** The setting up costs element is based on the cost of a TV licence and telephone line rental divided to produce a daily rate.

(4) **Food Element.** The food element is the same as the food element of Food and Incidentals Allowance (FIA). This is calculated using the method outlined in **Chapter 5 Section 5**.

(5) **Travel Element.** The travel element is determined by location. For London, the daily rate is based on the price of a monthly Zone 1, 2 & 3 Travel or Oyster card for 11 months of the year divided by 365. Elsewhere, the rates equate to the Home to Duty (Public) automatically paid 4 mile rate.

(6) **Incidental Costs.** This element is same as the incidentals element of Food and Incidental Allowance (FIA).

b. **Debits.**

(1) **MOD Contribution in Lieu of Council Tax (CILOCT).** Rates of CILOCT are obtained annually from CDP(AF Rem) Pay (see **JSP 754**).

(2) **Service Single Accommodation Charges.** Rates of Service single accommodation charges are obtained annually from CDP SVW (see **JSP 754**).

(3) **Food Charges.** Rates of Service Food charges are obtained annually from CDP(AF Rem) Pay (see **JSP 754**).

**05.0322. Standard Rates.** The standard rates for LA are published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The rates differentiate between London and elsewhere in the UK.

**05.0323. Special Rates.** Where accommodation market conditions are difficult and/or periods for the requirement are short term, COs should consider whether NS may be more appropriate. In very exceptional circumstances (e.g. where accommodation is unobtainable within the published rates of LA), COs shall make a case and apply for authorisation of a Special Rate direct to DBS MIL PERS-MIL OPS PACCC. Applications should include 2 quotes from landlords. If the case is successful, DBS MIL PERS-MIL OPS PACCC will authorise the difference between a selected quote and the current rate of LA. COs are to review the availability of alternate accommodation within the standard LA rates every 3 months during the tenure of the claimant. When suitable accommodation within current LA rates becomes available, whether at the 3 month review point or not, claimants are to move lodgings and the rate paid is to revert to the standard rate of LA appropriate to the Service person's rank.



## Method of Claim

**05.0324. Method of Claim.** Application for LA must be made to the CO, or officer to whom authority has been delegated, on the form shown at Annex A immediately it becomes known that publicly funded accommodation cannot be provided. The CO, or officer to whom authority has been delegated, is to certify that the eligibility criteria at paragraph **05.0305** have been met. Where appropriate, written confirmation of non-availability of SSSA under the terms of sub-paragraph **05.0305b** is to be obtained from the DIO, Accommodation Agency Cell. Claims for Agent's fees (see paragraph **05.0309**) and advances of rent indemnity deposits (see paragraph **05.0311**) are to be made through the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR admin staff for input onto JPA using the Zoom facility. Advances (see paragraph **05.0310**) are claimed via the unit HR admin staff who will authorise the advance of pay on the JPA system.

## Method of Payment

**05.0325. Method of Payment.** Once approved, the unit HR Admin staff will input the approved rate onto the JPA system using the JPA 'Arrivals Process'. Payment of LA will be made monthly in arrears via the Service person's pay account. Advances of pay will be paid direct to the Service person's nominated bank account. Claims for Agent's fees and rent indemnity deposits, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to their nominated bank account.

## Annex

A. Application for Approval to Pay Lodging Allowance.

**Annex A to Section 3 of Chapter 5**

Ref: \_\_\_\_\_

Unit \_\_\_\_\_

Date \_\_\_\_\_

**APPLICATION FOR APPROVAL TO PAY LODGING ALLOWANCE**

Number	Rank	Initials	Surname
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>			

1. Claimant's unit and nature of duty: \_\_\_\_\_
2. Address of lodgings: \_\_\_\_\_
3. Name of landlord: \_\_\_\_\_
4.
  - a. Rate to be charged: \_\_\_\_\_
  - b. Services included in rent (e.g. utilities, water, Council Tax):  
\_\_\_\_\_
  - c. Retaining fee: \_\_\_\_\_
5. Method of Payment: \_\_\_\_\_
6. Commencing Date: \_\_\_\_\_
7. Estimated/Actual cessation date: \_\_\_\_\_
8. The information given above is correct. I certify that no publicly funded accommodation is available and that the eligibility criteria of JSP 752 paragraph **05.0305** have been met. I am satisfied that the sourced accommodation meets the appropriate standard specified in JSP 752 paragraph **05.0307**.

Signature

\_\_\_\_\_ for Commanding Officer

Once Lodging Allowance has been authorised, payment will be made monthly in arrears through the individual's pay account.

**To be completed by Unit HR Admin Staff**

The necessary input to JPA to start payment of Lodging Allowance was made on \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



# Chapter 5 Section 4 – Meals Out Expenses

## General

**05.0401. Aim.** The aim of Meals Out Expenses (MOE) is to contribute towards the additional costs of regularly purchasing meals at a commercial retail outlet necessarily incurred by Service personnel whose only source of food would normally be from a Service messing facility and are routinely prevented from doing so as a result of their duties at their assignment station. MOE is an entitlement primarily aimed at single/unaccompanied Service persons and members of the Volunteer Reserve forces.

**05.0402. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 297 MOE is non-taxable.

**05.0403. Definitions.** The following definitions apply:

- a. **Meals.** Meals should be interpreted as prepared food, which is defined as food made by a manufacturer, restaurant or food outlet, to be ready for consumption at the point of sale or temporary duty location (thus replacing what would be provided by the Service mess facility); exceptionally, microwavable meals are included in this definition. As an example, a packet of crisps or a chocolate bar does not constitute a meal.
- b. **Commercial Retail Outlet.** A commercial retail outlet is any establishment that sells prepared food.
- c. **Service Messing Facility.** A Service Messing Facility may be in the UK or overseas and is any cookhouse, canteen, galley, mess dining room or temporary facility where food is provided under Service arrangements. This would include similar facilities provided by foreign government forces.

## Eligibility

**05.0404. Eligible Service Personnel.** MOE may be claimed by Service personnel who, for duty reasons:

- a. Necessarily incur expense in obtaining meals from commercial retail outlets at a greater cost than would be incurred in a Service messing facility at their place of assignment, provided they meet all of the following conditions:
  - (1) Necessarily buy meals in commercial retail outlets on at least 9 occasions for Regular Service personnel and 2 occasions for Volunteer Reserve Service personnel<sup>1</sup> or Regular Service personnel serving with Reserve Units during the calendar month for which the allowance is claimed.

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<sup>1</sup> This includes Royal Naval Reserve (RNR), Royal Marines Reserve (RMR), Royal Auxiliary Air Force (RAuxAF), RAF Reserve (RAFR) and Army Reserve (AR), but does not include all forms of Full Time Reserve Service (FTRS), Sponsored Reserves, Non-Regular Permanent Staff (NRPS), Additional Duties Commitment (ADC) and Mobilised Reserves who will remain at 9 occasions per month.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

(2) Cannot, in the time available for the meals, be reasonably expected to return to a Service messing facility.

(3) Cannot reasonably bring a packed meal from home or obtain a packed meal from a Service messing facility<sup>2</sup>.

(4) Are not in receipt of Lodging Allowance (see **Chapter 5 Section 3**), Subsistence (see **Section 1** of this Chapter), Food and Incidentals Allowance (see **Section 5** of this Chapter), Special Messing Allowance (see **Section 6** of this Chapter) or the Unaccompanied Living Out rates of Local Overseas Allowance (see **Chapter 9 Section 7**).

b. **Exceptional Circumstances.** Whilst not exhaustive, the following are examples of the type of scenarios where exceptional authority for payment of MOE could be justified.

(1) Permanent Staff Instructors (PSIs) attending drill nights ought not to be expected to bring in packed meals to cover 2 consecutive meals (lunch and dinner). Where PSIs are already required to bring a packed meal for lunch, then MOE should be claimed for an evening meal on drill nights, provided all other criteria are met.

(2) There are a small number of establishments where it is prohibited to bring food into the workplace. In these circumstances, MOE could be justified if Service personnel cannot, in the time available for meals, be reasonably expected to return home or reach a Service messing facility.

## Ineligibility

**05.0405. Ineligible Service Personnel.** Those occupying SFA, SSFA, privately owned or rented property, or in receipt of any of a number of other specified accommodation or subsistence expenses detailed in **05.0404.a(4)** above are not eligible for MOE. Service personnel who consume food at, or could bring food in from, their normal place of residence<sup>3</sup> for the duty period are also ineligible to claim MOE. Service personnel who consume food in, or could obtain a packed meal from, a Service messing facility are also ineligible to claim MOE.

## Conditions

**05.0406. Reclaim the Daily Food Charge/Core Meal.** Personnel may also be eligible to Reclaim the Daily Food Charge/Core Meal for the same meal as MOE is paid, under the provisions of **Section 4** of this Chapter.

**05.0407. Receipts.** Service personnel are required to retain a copy of all claims with supporting receipts for a period of 24 months from the date of the claim. It is emphasised that these documents are to be retained by the Service person who should be able to produce them for inspection/audit when required.

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<sup>2</sup> Where a Service messing facility is unable to provide a packed meal, the unit responsible must certify that this facility is unavailable before a claim for MOE can be made.

<sup>3</sup> SFA, SSFA, privately owned or rented property, or in receipt of any of the allowances detailed within para 05.0404a(4).

## Rates

**05.0408. Rate Calculation - UK MOE.** The rates of UK MOE are set annually (as at 1 April) by CDP(AF Rem) Allces<sup>4</sup>. MOE does not represent the full cost of a commercial meal because it is designed to contribute towards the difference between the cost of a meal in Service messing facility and a commercial retail outlet. The current percentages used to calculate these rates are:

- a. Breakfast - 30% of the Daily Food Charge.
- b. Third Meal (normally lunch) - 70% of the Daily Food Charge.
- c. Main Meal - 100% of the Daily Food Charge.

The rates of UK MOE are published in the annual CDP(AF Rem) Allces Directed Letter “Annual Pay Review - Revised Allowance Rates for the RN/RM, the Army and the RAF”. The rates are also repeated within the annual CDP(AF Rem) Allces Directed Letter “Rates of Entitlement for Allowances for Service Personnel”. The current rates are at **Chapter 3 Section 1.**

**05.0409. Overseas MOE.** MOE should be claimed at the UK rates (see **Chapter 3 Section 1**) or the actual meal costs, whichever is the lesser.

## Method of Claim

**05.0410. Method of Claim.** Claims for MOE are to be made by eligible Service personnel using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. They are to be submitted monthly in arrears and may be aggregated over the whole period of the calendar month for which the allowance is claimed, rather than accounting for expenditure against a daily limit. All claims must be receipted actuals for reimbursement of additional costs necessarily incurred as a result of purchasing meals at commercial retail outlets. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

## Method of Payment

**05.0411. Method of Payment.** All MOE entitlements, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Governance

**05.0412. Governance.** In approving the claim for MOE the CO, or his representative, is confirming that the claimant meets all of the eligibility criteria.

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<sup>4</sup> The daily UK MOE rate is set as a percentage of the Daily Food Charge as recommended by the AFRB.

## Chapter 5 Section 5 – Food and Incidentals Allowance Amended/Updated

### General

**05.0501. Aim.** The aim of Food and Incidentals Allowance (FIA) is to assist eligible single and unaccompanied (UnAcc) Regular and FTRS (FC) Service personnel in the UK to meet the necessary additional costs of food and incidental expenses when they are not in receipt of Lodging Allowance (LA) and are without easy access to their Unit's Service messing facilities but have self-catering facilities.

**05.0502. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 297 FIA is non-taxable.

### Eligibility

**05.0503. Eligible Service Personnel. Amended/Updated.** Service personnel are eligible to receive FIA in the UK if they are single or UnAcc at their duty station, not in receipt of LA and meet the criteria of one of the following sub-paragraphs:

- a. They are occupying Substitute Single Service Accommodation (SSSA) administered by the MOD Accommodation Agency that is 3 miles<sup>1</sup> or more from their Unit's designated Service messing facility which is at their place of duty<sup>2</sup>, and do not take the majority of their meals in a Service messing facility.
- b. They have an entitlement, and are required, to occupy Service Families Accommodation (SFA) by virtue of their appointment in accordance with **JSP 464** (Tri-Service Accommodation Regulations (TSARs), Volume 1, Part 1) irrespective of the proximity of their accommodation to Service messing facilities as it is deemed inappropriate for them to live in a Service Mess/accommodation. Additionally, they must not take more than 6 of their meals per week in a Service messing facility. A list of those entitled by this sub-paragraph, by Service, is at **Annex A** to this Section.
- c. They have an entitlement to occupy SFA by virtue of their appointment in accordance with **JSP 464** (TSARs, Volume 1, Part 1). A list of those entitled by this sub-paragraph, by Service, is at **Annex A** to this Section. Unless otherwise indicated at Annex A, the SFA occupied must be 3 miles or more from their Unit's designated Service messing facility which is at their place of duty. Additionally, they must not take the majority of their meals in a Service messing facility.
- d. Due to the lack of suitable Single Living Accommodation (SLA), they occupy surplus SFA (containing self-catering facilities) which has been misappropriated as SLA and is 3 miles or more from their Unit's designated Service messing facility which is at their place of duty. In addition, they must not take the majority of their

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<sup>1</sup> Assessment of mileage is to be the most direct route by vehicle from the messing facility to the residence. Rounding rules are not to be applied.

<sup>2</sup> Such a designated messing facility must provide the core or enhanced core menu 7 days a week.

meals in a Service messing facility. Publicly funded incidentals (such as light bulbs and cleaning materials) are not to be provided to any FIA recipient.

e. They are occupying accommodation, which they own or part-own<sup>3</sup>, or privately rent, provided that:

(1) The property is within a 10 mile radius of the duty station; and

(2) Suitable SLA is not available (at the time of requirement) up to 45 minutes travelling time by public transport (or 60 minutes in London), or up to 10 miles from the permanent duty station when there is no viable public transport (at the discretion of the CO); and

(3) They would have an entitlement to occupy SSSA, but for owning a property within 45 minutes travelling time by public transport, or up to 10 miles of the permanent duty station when there is no viable public transport (at the discretion of the CO); and

(4) The accommodation is 3 miles or more from their Unit's designated Service messing facility which is at their place of duty, and they do not take the majority of their meals in a Service messing facility.

f. They are a qualified doctor or dentist or other medical or dental trade serving on a regular commission, necessarily occupying NHS accommodation whilst attached to a NHS hospital. Refunds of actual accommodation expenditure (i.e. rent and utilities, excluding telephone call charges) will also be admissible.

## Ineligibility

**05.0504. Ineligible Service Personnel.** Service personnel will be ineligible to receive FIA if one of the following applies:

a. They have an entitlement to occupy SFA by virtue of their appointment in accordance with **JSP 464** (TSARs Volume 1, Part 1) but, for personal reasons, choose to waive that entitlement and instead occupy Mess accommodation.

b. They are occupying accommodation, which they own or part-own, or privately rent, in accordance with Para **05.0503.e** above but the property is either their main or family residence or, in the case of single personnel, they are co-habiting with a partner<sup>4</sup>.

c. They are occupying accommodation, which they own or part-own, or privately rent, that is in excess of 45 minutes travelling time by public transport, or beyond 10 miles of the permanent duty station when there is no viable public transport (at the discretion of the CO).

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<sup>3</sup> For the purposes of this Section, property ownership includes both legal and beneficial ownership. Service personnel will be considered to have beneficial (part) ownership of a property if they have contributed to the purchase price by supplying capital (including a deposit payment), and/or by regularly paying/contributing to the mortgage payments

<sup>4</sup> JSP 464 Vol 2, Part 2, Chap 7 refers.

- d. They are PStat Cat 1 or 2 and living Acc at their duty station with their immediate family in SFA, Substitute SFA (SSFA) or privately owned or rented accommodation.
- e. They meet the criteria at paragraph **05.0503** but take the majority of their meals in a Service messing facility.
- f. There is suitable SLA available, but they are occupying surplus SFA by choice as an eligible occupant (**JSP 464** TSARs Part 1, Chapter 10 refers).
- g. Where personnel occupy SSSA and are excluded from claiming FIA because they are less than 3 miles from their Unit's designated Service messing facility which is at their place of duty where the DFC is applicable, individuals may choose to have their automatic payment of the DFC waived. Units must then ensure these individuals purchase any meals taken at the Entitled Casual Meal rates.
- h. They are working remotely in accommodation which is not their RWA. In the event SP are working remotely from SSSA, a minimum of 4 nights per week should be spent at this address.

## Conditions

**05.0505. Periods of Temporary Absence.** Service personnel in receipt of FIA at their permanent assignment station, and who retain their accommodation, are entitled to continued payment of the full rate of FIA for periods up to 10 consecutive days when they are:

- a. Absent on temporary assignment or temporary duty (but see **05.0508e**); or
- b. Absent on sick, compassionate or other authorised absence (but not relocation, terminal, invaliding or DOMCOL absence) during an assignment (but see **05.0508e**).
- c. FIA will continue to be paid throughout absences of annual leave.

**05.0506. Changes in Personal Circumstances.** Service personnel are to report any change in their circumstances to their CO in order that appropriate administrative action may be taken. Circumstances including, but not limited to, the following are to be reported:

- a. Change in Personal Status Category (PStat Cat).
- b. Change of assignment.
- c. The occupation of the accommodation that gives the entitlement to FIA by the Service persons immediate family.
- d. Change in working pattern.



## Entitlement

**05.0507. Start of Entitlement.** FIA is payable from the date of occupation of the qualifying accommodation or the first day of duty at a new permanent assignment station, whichever is the later.

**05.0508. Cessation of Entitlement.** FIA will cease to be paid from:

- a. The day after the last day of duty at the permanent assignment station, or the day after permanent vacation of the accommodation, whichever is the earlier.
- b. The first day of any temporary visits by a Service person's immediate family that exceeds 28 days (aggregated or continuous) within a 61-day period. The Service person must keep records of such visits and report when they become ineligible.
- c. The first day of any period of detention, imprisonment, Absence Without Leave or desertion.
- d. The 11<sup>th</sup> day of a temporary absence (excluding annual leave) from the permanent assignment station that exceeds 10 days.
- e. The first day of terminal leave. Where a Service person has no option but to continue occupying the accommodation during terminal leave that gave a previous entitlement to FIA, a case may be submitted to DBS MIL PERS-MIL OPS PACCC. If they are satisfied that no alternative option exists, they will authorise continued payment of FIA during the period of terminal leave.
- f. The first day of admission to hospital, sick quarters or medical rehabilitation unit.
- g. The 11<sup>th</sup> day after SP is ordered to or elects to work remotely from their own home or permanent residence which is not their RWA.
- h. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to FIA is appropriate.

**05.0509. Effect on Other Entitlements.** Certain other entitlements will be affected when the claimant is in receipt of FIA. The following detail is given for guidance only; the authoritative entitlements and conditions are contained in the regulations governing these allowances/payments:

- a. **Meals Out Expenses (MOE) and Reclaim the Daily Food Charge/Core Meal.** Neither MOE nor Reclaim the Daily Food Charge/Core Meal are payable concurrently with FIA.
- b. **Subsistence.** When Subsistence is claimed (excluding the 'Bed' element) concurrently with FIA, the Subsistence rate is to be abated by the food element of FIA. Service personnel who claim FIA are not required to pay the food charge so

there will be no entitlement to Reclaim the Daily Food Charge/Core Meal, even when Subsistence rate has been abated by the food element of FIA.

c. **Cash in Lieu of Rations (CILOR).** When CILOR is in issue concurrently with FIA, CILOR is to be abated by the food element of FIA up to a maximum of the value of the CILOR in issue.

d. **Casual Meal Charges.** Service personnel in receipt of FIA are to pay the appropriate Casual Meal Charge for all meals taken in a Service messing facility. In Catering Retail & Leisure (CRL)/Pay As You Dine (PAYD) units the FIA recipient would pay for the food they consume.

e. **Travel Costs.** Service personnel in receipt of FIA may be eligible for Home to Duty Travel (HDT) at the appropriate public or private rate, dependant on the type of accommodation occupied, providing they qualify for HDT in all other respects (see **Chapter 7 Section 3**).

**05.0510. Advances of FIA.** Service personnel entitled to FIA may apply for an advance of up to 30 days FIA to assist with initial expenditure. The advance will be recovered by instalments direct from the Service person's salary over a period not exceeding 6 months from the date payment is made.

## Rates

**05.0511. Rate Calculation.** The rates of FIA are set annually effective 1 April) by CDP(AF Rem) Allces. The rates are calculated as 2 separate elements and then combined to make one FIA rate as follows:

a. **Food Element.** The food element of FIA is calculated by assuming the number of meals each week taken in lodgings (6 breakfasts, 2 lunches and 7 main meals) and the number taken in canteens at or close to work (1 breakfast and 5 lunches). It is recognised that some will choose to eat out occasionally in restaurants beyond working hours. The additional costs incurred by eating out is personal choice and not taken account of within the calculation for FIA. The FIA groceries are costed using the Local Overseas Allowance (LOA) UK pricing survey data to produce a total cost of all meals in a week. A percentage abatement is then applied to this rate to recognise average absences away from the assignment station each year on duty, on leave, Bank Holidays and weekends. The rate is then further adjusted by the appropriate daily food charge to produce the food element of FIA.

b. **Incidental Element.** The incidental element of FIA addresses other household costs. Such costs are intended to cover necessary expenditure (e.g. toilet rolls, light bulbs, cleaning materials). The latest rate for this element is based on the actual cost of a set shopping list of items over a year, divided by 365 to give a daily rate.

The FIA rates are published within the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are at **Chapter 3 Section 1**.



## Method of Claim

**05.0512. Method of Claim.** An initial claim for FIA is to be made, through the Service claimant's unit HR admin staff, using MOD Form 1154. Once approved, FIA will be paid continuously until the Service person's entitlement ceases. Manual intervention (as described in the JPA Self Service User Guide) will be required to be taken by the unit HR admin staff to cease the allowance where the circumstances of paragraphs **05.0507b and c, 05.0509** apply. COs are to certify and confirm the Service person's eligibility in accordance with these regulations. Units are to maintain the necessary records to enable them to report accurately and promptly any changes in an eligible Service person's entitlement. Claims for refund of actual accommodation expenditure in accordance with paragraph **05.0503f** will be made via the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

## Method of Payment

**05.0513. Method of Payment.** FIA is paid as a daily amount through the eligible Service person's salary, monthly in arrears. Claims in accordance with paragraph **05.0503f**, irrespective of whether they have been claimed using the on-line system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Annex

A. Single/Unaccompanied FIA Eligibility Table.

## SINGLE/UNACCOMPANIED APPOINTMENTS – FIA ELIGIBILITY TABLE

In order to ascertain eligibility for FIA for single/unaccompanied (UnAcc) personnel in the appointments in column (b), it is necessary first to answer the questions in columns (c) & (d), (f) & (g) or (i) & (j) depending on Service.

Serial	Category <sup>1</sup>	Royal Navy		Army		Royal Air Force	
		Is it appropriate to dine in a Mess?	Does the 3 mile rule apply?	Is it appropriate to dine in a Mess?	Does the 3 mile rule apply?	Is it appropriate to dine in a Mess?	Does the 3 mile rule apply?
		03.0403b	03.0403c	03.0403b	03.0403c	03.0403b	03.0503c
(a)	(b)	(c)	(d)	(f)	(g)	(i)	(j)
1	Officers of OF3 rank and above serving in Command appointments as designated by JSP 464 Part 1 Chapter 3.	No	No	No	No	No	No
2	RAF OF4 Station Executive appointments	N/A	N/A	N/A	N/A	Yes	Yes
3	Regimental Sergeant Majors of major regular Army units or RAF Station Warrant Officers	N/A	N/A	No	No	Yes	Yes
4	Service Chaplains undertaking a pastoral responsibility at Unit level	Yes	Yes	Yes	Yes	Yes	Yes
5	Service Welfare Workers	No	No	No	No	N/A	N/A

<sup>1</sup> All Categories have an entitlement to occupy SFA by virtue of their appointment; however entitlement to FIA is determined by the nature of their appointment and individual Service ethos. Any requests for changes to the above table or individual casework that merits consideration for exception authority are to be staffed to DBS PACCC.

# Chapter 5 Section 6 – Special Messing Allowance

## General

**05.0601. Aim.** The aim of Special Messing Allowance (SMA) is to contribute towards the extra costs necessarily incurred by Service personnel who, when living in Single Living Accommodation (SLA) or equivalent<sup>1</sup>, have to regularly purchase food and beverages from commercial retail outlets because they have no access to Service messing or self-catering facilities. SMA does not represent the full cost of a commercial meal.

**05.0602. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 297 SMA is non-taxable.

**05.0603. Definitions.** The definitions at paragraph **05.0403** apply equally to this Section.

## Eligibility

**05.0604. Eligible Service Personnel.** SMA is payable to all Regular Service personnel, Full Time Reserve Service (Full Commitment) (FTRS (FC)) and FTRS (Limited Commitment) (LC) on detachment, and all mobilised reserve personnel who meet all of the following conditions:

- a. Are assigned to and are serving at their permanent assignment station.
- b. Are accommodated at public expense.
- c. Are without self-catering facilities, except where deployed on Operations.
- d. Cannot be fed in British Service messing facilities.
- e. Incur extra costs by having to regularly purchase most meals at prices that exceed the normal Service food charge.

## Ineligibility

**05.0605. Ineligible Service Personnel.** SMA is not payable for days when Service personnel meet one or more of the following criteria:

- a. They are in receipt of food elements of Subsistence (see **Section 1** of this Chapter), Reclaim the Daily Food Charge/Core Meal (see **Section 2** of this Chapter), Meals Out Expenses (see **Section 4** of this Chapter), Food and Incidental Allowance (see **Section 5** of this Chapter) or Lodging Allowance (see **Section 3**).
- b. They are in receipt of Unaccompanied Living Out rates of Local Overseas Allowance (**Chapter 9 Section 7**).

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<sup>1</sup> HOTAC is not considered as SLA or equivalent.

- c. They visit the messing facilities of a Foreign or Commonwealth Government/Service and claim actual expenses for a meal.
- d. They are away from their duty station on authorised leave for more than 48 hours.
- e. They are held on the ration strength of any establishment, Service unit or HM ship.
- f. They are hospital in-patients.
- g. They are Absent Without Leave.
- h. They are joined by their spouse/civil partner for more than 28 days (aggregated or continuous) in any period of 12 months. The Service person must keep records of such visits and report when they become ineligible.
- i. They are on terminal leave.
- j. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to SMA is appropriate.

## Conditions

**05.0606. Daily Food Charge.** Single and unaccompanied (UnAcc) Service personnel who are in receipt of SMA will be exempt payment of the Daily Food Charge from their first day of entitlement to SMA. Where applicable, the appropriate accommodation and CILOCT charges should still be levied (see **JSP 754** Tri-Service Regulations for Pay and Charges).

**05.0607. Casual Meal Charges.** When Service personnel claiming SMA take meals in a British Service messing facility, they are to pay the entitled Casual Meal Charge. If they take a meal in a unit where Catering Retail & Leisure (CRL)/Pay As You Dine (PAYD) is operated, they are required to pay for the food/drink they consume.

**05.0608. SMA for Exercises and Detachments.** When in HOTAC, Subsistence should be claimed when applicable iaw Chapter 5, Section 1. Should the obtaining of receipts not be feasible, or DS is unsuitable, SMA may be considered. In these cases the TLB/HLB/BLB/Unit Budget holder may direct that SMA be paid instead of Subsistence.

## Rates

**05.0609. Application for SMA Rates.** SMA rates are authorised by CDP(AF Rem) Allces upon application. SMA rates for the most commonly used overseas locations are published annually with OSA rates. For new locations applications should be submitted to CDP(AF Rem) Allces, giving full details of the circumstances, including any Service or host nation messing facilities<sup>2</sup> that may be available for certain meals. Applications must be

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<sup>2</sup> Hotel Accommodation (HOTAC) feeding, under Service arrangements, and third-country facilities (i.e. US DEFAC) are equivalent to 'HN Messing Facilities'.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

received a minimum of 3 months before commencement of the activity. Once a rate is issued, it remains valid for 12 months, thereafter a revalidation request is required.

**05.0610. Calculation of SMA Rates.** SMA rates are based upon 75% of the capped maximum rate of the Overseas Subsistence rate for that country published by CDP(AF Rem) Allces. SMA is then paid at an automatic daily rate, and no receipts are required. Where host nation messing facilities<sup>3</sup> are available for certain meals, further rate adjustments may be made in line with the following percentages; 15% for breakfast, 35% for the third meal and 50% for the main meal. Once a rate is calculated it will then apply to all personnel in that location regardless of their subsequent eating habits or dining locations.

## Method of Claim

**05.0611. Method of Claim.** Following occupation of SLA at a location attracting the payment of SMA or, on receipt of authorisation for payment, the unit HR Admin staff will input the approved rate onto the JPA system using the JPA 'Arrivals Process'. Once approved, SMA will be paid continuously until the claimant's entitlement ceases. Manual intervention (as described in the JPA Self Service User Guide) will be required to be taken by the unit HR admin staff to cease and/or recommence the allowance where the circumstances of sub-paragraphs **05.0605c, e or h** apply.

## Method of Payment

**05.0612. Method of Payment.** SMA is paid monthly in arrears at a daily rate via the Service person's pay account.

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<sup>3</sup> HOTAC feeding, under Service arrangements, and third-country facilities (i.e. US DEFAC) are equivalent to 'HN Messing Facilities'

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

## **Chapter 5 Section 7 – Long Service Advance of Pay**

### **General**

**05.0701. Aim.** The aim of Long Service Advance of Pay (LSAP) is two-fold:

To assist eligible personnel to enter the UK housing market; and/or

To help meet UK housing needs arising from changing personal circumstances during an applicant's Service career.

**05.0702. Income Tax.** In accordance with ITEPA 2003 Section 180 LSAP will attract an individual liability to tax (because such an advance is classed by HM Revenue and Customs (HMRC) as being a beneficial loan) if the total amount outstanding on this and any other concurrent beneficial loans<sup>1</sup> during the tax-year exceeds £10,000 at any time. The amount liable to tax equates to the notional interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual's PAYE tax code.

**05.0703. National Insurance Contributions (NICs).** Employee NICs are not payable.

**05.0704. Scope of LSAP.** LSAP is for Service personnel and is not related to other Government funded schemes, such as the Key Worker Living programme. LSAP is intended to assist towards the balance of the purchase price (taking into account, for example, legal, surveyor's, land registration and estate agent's fees) when buying a property for which a Building Society, Local Authority, recognised Bank or Insurance Company is willing to advance a mortgage. A property for which LSAP has been claimed must be intended for the Service person's own immediate occupation or that of their immediate family.

### **Definitions**

**05.0705. Property Owner.** A Service applicant is deemed to be a property owner if, by virtue of purchase, inheritance, gift or other circumstance, their name appears on the deeds of a property.

**05.0706. Terminal Benefits.** Terminal benefits (according to membership of the Armed Forces Pension Scheme (AFPS)<sup>75</sup>, AFPS05 or AFPS15 respectively) are defined as any retired pay or pensions, gratuities, resettlement grants, special capital payments, invaliding pensions/gratuities, Early Departure Payments (EDP), Ill-Health pensions, Ill-Health lump sums or other emoluments, which are paid upon exit from the Service.

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<sup>1</sup> Transactions classed by HMRC as beneficial loans, and so counting towards the £10,000 threshold, include all Advances of Pay, any public debt arising from Overpayments or Undercharging, Long Service Advances of Pay (LSAP) and any payment made under the Forces' Help to Buy (FHTB) scheme.

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

**05.0707. Definition of Letting.** For the purpose of this scheme (except under the circumstances described at paragraph **05.0726**), an individual will be considered to be letting the property when they receive rent under a formalised rental agreement, as with a Short Term Let, a Short Hold Tenancy Agreement, a Holiday Let, rentals under the 'Rent a Room Scheme' or under any other formal tenancy agreement.

**05.0708. LSAP Waiver Premiums.** To permit waivers of recovery in certain circumstances (see paragraph **05.0738**), an annual premium is payable by the LSAP recipient. This is paid in monthly instalments through their pay account, starting from the month following that in which the LSAP was made and finishing when the whole of the LSAP debt has been recovered.

**05.0709. Relevant Authorities.** The relevant authorities are:

- a. For matters other than the waiver of the recovery LSAP:

LSAP Section  
Service Personnel and Veterans Agency (DBS),  
Centurion Building,  
Grange Road,  
Gosport,  
Hants  
PO13 9XA

Tel: Internal – 94560 3600  
External – 0141 224 3600

- b. For matters associated with the waiver of the recovery of any outstanding balance of a LSAP (see paragraph **05.0738**), the relevant authority is the DBS Debt Management, Recoveries and Write-Offs, however, all requests for waivers must be submitted via the LSAP Section.

## **Eligibility**

**05.0710. Eligible Service Personnel.** A Service person is eligible for a LSAP provided they meet the following appropriate criteria:

- a. **RN/RM Personnel.** They have been accepted onto the trained strength, i.e., in a complement billet. For Naval probationary medical/communications technicians this will be on the move from first to second year rates of pay and for officers on completion of Initial Officer Training.
- b. **Army and RAF Personnel.** They have completed 4 years service from completion of Phase One training.
- c. **All Personnel:**
- (1) They have not yet drawn any terminal benefits; and

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants.**

**Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

(2) They have not given notice or applied for early termination unless they have qualified for a terminal grant which is greater than the LSAP, and from which, the loan can be repaid (see paragraph **05.0722**); and

(3) They are not under warning for discharge (RN), or Formal Warning (Army and RAF); and

(4) They are considered suitable in all respects by their CO to receive a LSAP;

(5) They have more than 6 months remaining before termination from the Services; and

(6) They are Medically Fully Deployable (MFD) or Medically Limited Deployable (MLD) at the time of their application or have been assessed by their Unit Medical Officer (UMO) as likely to be MFD or MLD within 6 months of the application.

## **Ineligibility**

**05.0711. Ineligible Service Personnel.** A Service person is ineligible for LSAP if they are:

- a. A Reservist;
- b. A member of the Military Provost Guard Service.

## **Conditions**

**05.0712. Points to Note.** Applicants should note that:

- a. For those who are graded MLD Temp or MND, the UMO will be required to certify that – in their opinion - the applicant will be in a permanently deployable medical category within 6 months of the date of the UMO assessment. Any other outcome of the UMO assessment will result in the application being rejected and returned to the applicant through the Unit HR. Irrespective of their medical category at the time of the LSAP application, the applicant is required to acknowledge on the application form that, should they later have a medical condition that leads to invaliding or discharge from the Service, then recovery of LSAP may only be waived following the submission of casework in accordance with paragraph **04.0402** of JSP 752.

**05.0713. Qualifying Property.** Any property purchased with the assistance of a LSAP must meet all the following criteria:

- a. The property is intended for the applicant's own immediate occupation or that of their immediate family. In the case of families and single personnel who will be unable to occupy the property during the working week, occupation at weekends and/or during periods of leave is deemed to qualify.



**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

- b. The property is one on which the applicant has agreed to sign a Promissory Note.

**05.0714. Permission to Let.** An LSAP claimant may apply to their CO for permission to let a property purchased or extended with the aid of a LSAP. JPA Form E024a is to be used to submit the letting application. This form is available on the DBS infoCentre and is to be submitted to the LSAP Section, DBS, once completed by the applicant and if approval to let is granted by the CO or delegated officer.

**05.0715. Letting and Interest Charges.** If letting is approved, interest charges will be levied at the HMRC Official Rate. Charges will be calculated monthly by the LSAP Section and debited on the claimant's pay account. The interest charge is calculated on the amount of the LSAP outstanding at the end of each month. Reducing monthly charges therefore occur and will be shown as a monthly charge on the claimant's pay statement. It is to the advantage of a claimant to include the amount of such interest paid to MOD in their Income Tax return. A statement of interest paid will be forwarded to the HMRC by the LSAP Section on receipt of a written request from the claimant.

**05.0716. Commencement or Termination of Letting.** A letting or cessation of letting must be reported immediately to the LSAP Section through the claimant's parent unit. A delay of more than 3 months in reporting should be accompanied by a written explanation from the claimant. Service personnel should also note that when ceasing a letting a delay of more than 3 months in notifying the LSAP Section of the cessation will preclude a claimant from receiving a full refund of interest charges. This is because of the tax ramifications of the letting of property and the declaration of interest to the HMRC.

**05.0717. Sale of LSAP Property.** A participant in the LSAP scheme may sell or otherwise dispose of a property purchased or extended with the aid of LSAP. If a LSAP remains outstanding at the date of sale or other disposal, the claimant must immediately inform the LSAP Section. The LSAP must be repaid immediately and in full (see paragraph **05.0731**). Failure to report the sale or disposal of the property or, if appropriate, to repay the outstanding balance immediately, will be regarded as a breach of the regulations (see paragraph **05.0720**) and will result in interest charges being levied against the outstanding balance from the date on which the sale took place.

**05.0718. Transfer of a LSAP Balance to a New Qualifying Property.** Eligible Service personnel who have received a LSAP, may transfer the outstanding balance to a new qualifying property as defined in paragraph **05.0713**, provided that the new property is bought within 6 months of selling the previous property. In the event that the transfer is not completed within 6 months, the outstanding balance must be repaid in full.

**05.0719. Transfer of LSAP to a Second Qualified Service Person – Early Termination or Change of Personal Circumstances.** In the case of early termination or a change of personal circumstances (for example relationship breakdown), of a recipient of LSAP the outstanding balance of the LSAP may be transferred to another eligible member of the Services. For such a transfer to be made, the Service person to whom the LSAP is to be transferred ('the transferee') must qualify in all respects for a LSAP. In addition, the transferee must own (whether solely or jointly with the original recipient) the property in question on the date of early termination or change of personal circumstances of the

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original recipient. Under this arrangement, the transfer may be completed as a paperwork exercise subject to the prior written agreement of the transferee and original recipient and no money need change hands. The new LSAP will be granted to the transferee on the same terms (including the same date(s) of repayment) as the original LSAP subject to the new termination date not being earlier than the original applicant's. The transferee must complete a JPA on-line application and complete the normal application process as outlined at **Annex A** to this section.

**05.0720. LSAP during Career intermissions (CB) and Secondment.** LSAP repayments may cease for the period of any CB, except when full payment of the LSAP will not be made before a service persons termination date, when sub paragraph 02.0422 is to be applied. The waiver premium must continue to be paid. LSAP repayments for periods of Secondment are to continue.

a. **Career intermissions (CB).** Service personnel in receipt of a LSAP prior to a CB must continue to pay the LSAP Waiver Premium levied. Waiver Premium payments will need to be made through a private arrangement agreed with the LSAP section prior to the commencement of the CB. If, due to the break in repayments caused by the CB, the LSAP will not be repaid in full before the terminal date, then either;

(1) An arrangement can be made for repayment of the LSAP and Waiver Premium throughout the CB.

(2) Upon completion of the CB, higher monthly repayment's can be paid that will ensure the LSAP is repaid by the terminal date.

(3) Repayments can continue at the usual rate, with any outstanding LSAP balance recovered from final salary in the first instance unless clear instruction is given to DBS to recover from immediate terminal benefits, or the Resettlement Grant. In all instances approval must be granted in advance by the LSAP Section, and arrangements agreed.

b. **Secondment.** Service personnel in receipt of LSAP prior to secondment as defined at paragraph **02.0151** must continue to make their LSAP and waiver premium payments throughout the period of secondment. However, such repayments cannot be made via pay accounts and will need to be made through private arrangements agreed in advance with the LSAP section.

**05.0721. Transfer Between Services.** A Service person already in possession of a LSAP who transfers from one Armed Service to another may retain the LSAP (which should be transferred to the new pay account) under the Terms and Conditions of Service in which they were serving when they received the LSAP, provided there has been no break in Service. However, any subsequent request for a LSAP will be considered under the qualifying criteria for their new Service.

**05.0722. Application for Early Termination, or Transfer to a Shorter Engagement.** Personnel in receipt of a LSAP will not normally be granted early termination, or be allowed to apply for early termination, or transfer to a shorter engagement, unless the LSAP has been repaid in full or they have made acceptable arrangements to repay the

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LSAP in full. Applications for early termination must include details of any LSAP balance outstanding, plus the applicant's proposals for its repayment. A proposal to continue repaying the LSAP after discharge from the Service will not be accepted. Moreover, a promise of payment at a future date is not considered to be a firm basis for repayment. Proposals for repayment of a LSAP balance may include:

- a. An immediate lump sum payment.
- b. The commencement of deductions from pay, or the increase of existing deductions from pay, prior to release.
- c. The recovery from any immediate terminal benefits which may be due.
- d. The transfer of the outstanding balance to another Service person (see paragraphs **05.0714** and **05.0719**); or
- e. A combination of the above.

**05.0723. Other Service Debts.** Other Service debts chargeable to the applicant's terminal benefits will be taken into account when considering proposals for repaying the LSAP and, until satisfactory arrangements for repaying the LSAP are approved by the DBS Debt Management Recoveries & Write-Off), no arrangements will be made for the applicant's release

**05.0724. Premature Discharge or Release - Disciplinary or Administrative Grounds (Not at Own Request).** If a LSAP recipient is discharged or released prematurely on disciplinary or administrative grounds (i.e. not at the Service person's own request), in circumstances where they will receive sufficient terminal benefits to clear the outstanding LSAP balance, the balance will be recovered from those terminal benefits only when DBS have been instructed to do so, otherwise recovery will be from final salary in the first instance. When premature discharge or release is being considered on disciplinary or administrative grounds, the fact that a person may receive no terminal benefits, or insufficient terminal benefits to clear any outstanding LSAP balance, is not to affect consideration of the case for that person's discharge. Nevertheless, as much of the outstanding LSAP Debt as possible is to be recovered before the person leaves the Service and the Service person is to be directed to make a proposal for repayment of any outstanding LSAP following discharge or release. Any outstanding LSAP following discharge or release will be converted to a Crown Debt and will attract interest. A Crown Debt must be repaid in full before a further LSAP can be awarded, should the Service person subsequently be allowed to rejoin the Services.

**05.0725. Breach of Regulations - Impact on Interest Charges.** A LSAP will be interest-free except where otherwise indicated (see paragraphs **05.0707** and **05.0727**). However, if the applicant commits, or causes to be committed, a breach of any of the conditions of the LSAP scheme the outstanding LSAP will be converted to a Crown Debt and the Service person shall be required to pay interest from the date of that breach until the final recovery of all sums outstanding at a rate to be determined by the Secretary of State for Defence (normally at the HMRC Official Rate). This requirement does not affect any of the applicant's other liabilities and obligations under the conditions of the LSAP

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

scheme and at law. Any interest due will be deducted from the applicant's salary and from any terminal benefits to which they may be entitled.

**05.0726. Effects of Divorce/Dissolution of Civil Partnership - Sale or Transfer of LSAP Property.** A LSAP recipient who is married or in a civil partnership who currently owns a property (or who has owned a property within the 12 months preceding sale or transfer) may be obliged to sell the property, or to transfer ownership of the property to the Service person's ex-spouse/civil partner, as part of a settlement on divorce or dissolution of a civil partnership. In these circumstances, the Service person would cease to be the legal owner of the property. Regardless of whether the sale/transfer forms part of a voluntary settlement or is by direction of a Court Order, the following regulations apply:

- a. If the property, which is sold or transferred was purchased (or extended) with the aid of a LSAP, and the LSAP has not been repaid in full, the procedures for "Sale of Property" apply; (see paragraph **05.0723**).

**05.0727. Effects of Divorce/Dissolution of Civil Partnership - Continued Ownership.** If, consequent upon divorce or dissolution of a civil partnership, the claimant remains the legal owner of a property purchased or extended with the aid of a LSAP, but allows their ex-spouse/civil partner to continue living there either by mutual agreement or Court Order, the Service person will be liable to interest charges for "Letting". However, if child(ren) of the marriage/civil partnership reside with the claimant's ex-spouse/civil partner, the claimant will be deemed, for the purposes of LSAP, to be providing a home for the Service person's immediate family and in these circumstances interest charges will not be due. The fact that a debt is still owed by the Service person who has left the family home will not affect their right to occupy SLA.

**05.0728. Change in Circumstances - Periodic Spot Checks.** Recipients of a LSAP will be asked periodically to confirm that the property has not been let, disposed of, or sold. The LSAP Section will forward a proforma through the recipient's parent unit for completion and return. This action in no way absolves Service personnel in receipt of a LSAP from their responsibility to report, without delay, the date of letting, sale or disposal of the property, if and when it occurs.

**05.0729. Refund of Legal Expenses (RLE) for Purchase and Sale of Property.** LSAP claimants may also be eligible for RLEs in accordance with **Chapter 12 Section 3**. However, if RLEs are claimed, only those expenses which are not refunded under RLE regulations will be taken into account in calculating the amount of LSAP payable.

**05.0730. Re-Mortgage – Increase in Mortgage Loan.** In circumstances when a recipient of LSAP wishes to re-mortgage in order to raise additional capital, the Service person must notify the LSAP Section prior to taking any further advance of monies against the property as the sum of the mortgage(s) plus LSAP is not to exceed the value of the property. The Service person is to provide either a copy of the valuation for the re-mortgage or confirmation from the lender that they are willing to lend the additional monies without requiring a formal revaluation. Should the value of the mortgage, plus the amount secured as a second mortgage, plus the outstanding LSAP exceed the value of the property the LSAP must be repaid in full.

**With effect from 1<sup>st</sup> April 2014 and the launch of the ‘Forces Help to Buy’ (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

**05.0731. Re-Mortgage – Change of Mortgage Provider.** In circumstances when a recipient of LSAP wishes to re-mortgage in order to change their mortgage provider, for example to benefit from a lower interest rate, and does not increase the actual value of the outstanding mortgage loan the circumstances at paragraph **05.0736** above do not apply and a direct transfer of LSAP capital may take place.

**05.0732. Second Mortgage.** The LSAP is not to be used as security to obtain a further mortgage. Inability to repay the outstanding balance upon sale of a property, because of the redemption of a second or subsequent mortgage, will result in interest being charged at the HMRC Official Rate.

**05.0733. Entitlement to Service Families Accommodation (SFA).** Personnel assigned with their immediate family to an area within 50 miles of a property which they have purchased or extended with the aid of a LSAP are disqualified from occupation of SFA or SSFA at that place of duty during the period that the LSAP loan is being repaid, except in the following circumstances:

- a. Their CO is satisfied that the property remains beyond a reasonable daily travelling distance; or
- b. They are required to occupy SFA by virtue of their appointment.
- c. They are separated from their spouse/civil partner who continue to live in the property purchased (or extended) using an LSAP and they require SFA to facilitate staying in contact with their children.

## **Rates**

**05.0734. Rate of LSAP Waiver Premium.** The LSAP waiver premium rate is reviewed annually by DBS and published in CDP(AF Rem)’s annual Directed Letter “Rates of Entitlement for Allowances for Service Personnel”. The Waiver Premium payable by every LSAP recipient is based on the total value of waivers granted in the previous financial year and the gross loan figure for the current financial year to arrive at the waiver premium payable per £100 of loan per annum. The resulting figure is converted into a sum paid monthly by each participant of the LSAP scheme, per £100 of loan ensuring that each recipient pays a premium that is proportional to the amount originally borrowed.

**05.0735. Rate of Interest Charges.** The interest rate is reviewed annually by CDP(Service and Veterans Welfare and published in CDP(AF Rem) annual Directed Letter ‘Rates of Entitlement for Allowances for Service Personnel’. The interest rate charge is set in accordance with the HMRC Official Rate for beneficial loans. The rate is normally reviewed at the beginning of the tax year and announced in the Budget. This rate is payable by those Service personnel who let a property on which there is an outstanding LSAP (see paragraph **05.0721**).

## **Method of Repayment**

**05.0736. Repayment of the LSAP.** The following circumstances determine the repayment of a LSAP debt:



**With effect from 1<sup>st</sup> April 2014 and the launch of the ‘Forces Help to Buy’ (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

- a. **Personnel with 12 Years or More to Serve.** Repayment will be made at the rate of 10% per annum by recovery from pay in equal monthly instalments over a period of 10 years, commencing 2 years after the date of payment of the LSAP.
- b. **Personnel with More than 10 but Less than 12 Years to Serve.** Repayment will be made at the rate of 10% per annum by recovery from pay in equal monthly instalments, over the last 10 years of service.
- c. **Personnel with Less than 10 Years to Serve.** Repayment will commence immediately, at the rate of 10% per annum by recovery from pay in equal monthly instalments, the balance being recovered from their final salary in the first instance unless DBS are instructed by the individual to recover from terminal benefits.
- d. **Number of Years Left to Serve Undetermined.** Where an applicant has an Optional Retirement Date available in the future and they have not yet decided whether to waive the option, repayment terms will be based on the Normal Retirement Date. Any outstanding balance on termination will then be recovered from the Service person's terminal benefits
- e. **Service Beyond Pension/Early Departure Payment Points.** Where an applicant serves beyond any point when a pension/early departure payment or lump sum could be taken, repayment will continue at the previous monthly rate either until repayment has been completed, the Service person retires or is discharged.
- f. **Increase of Repayment.** The rate of repayment may be increased at the request of the applicant over any period, but may not be reduced below the minimum rate of 10% per annum of the original LSAP regardless of whether the applicant has made part repayment in accordance with paragraph **05.0746**.
- g. **Bankruptcy.** Any participant who is declared bankrupt or insolvent is to notify the LSAP Section through their parent unit. The LSAP Section will forward the case to DBS MIL PERS-MIL OPS PACCC for recovery or write-off action as appropriate.
- h. **Outstanding LSAP Balance.** The outstanding balance of a LSAP shall constitute a debt owed by the borrower to the MOD, and shall therefore be susceptible to recovery action in accordance with Service regulations.

**05.0737. Full or Part Repayment.** Full or part repayment of the outstanding balance will be allowed at any time. A sterling cheque or banker's draft (raised either by the Service person or their legal representative) can be made payable to "JPA UK receipts HMG 3601" and forwarded to the LSAP Section. The Service person's name, Service number and UIN are to be annotated clearly on the back of the cheque.

## **Waiver of Recovery**

**05.0738. Waiver of Recovery of LSAP.** LSAP recipients will be required to refund without delay any balance outstanding at the time of leaving the Service, except:

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

- a. In the case of attributable death of the Service person, where recovery will be waived. It will be for DBS to decide whether or not the death is attributable to the individual's service
- b. In the case of invaliding or premature discharge/release of the Service person, recovery may be waived, subject to the submission of casework to the DBS Debt Mgmt R&WO (through the LSAP Section) who should consult the UMO as necessary.

Consideration of the waiver of an LSAP balance on death in service or retirement on medical grounds is to be initiated by completing the form at **Annex B** and sending it to the LSAP Section, DBS.

**05.0739. Casework Procedure.** Any Service person wishing to dispute a decision regarding the scheme, may submit casework detailing their circumstances to the DBS MIL PERS-MIL OPS PACCC through the LSAP Section in accordance with paragraph **04.0402**.

## **Annexes**

- A.** LSAP Method of Claim.
- B.** Application for the Waiver of the Outstanding Balance of a Tri-Service Long Service Advance of Pay (LSAP).

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

**Annex A to Section 7 of Chapter 5**

**LSAP METHOD OF CLAIM**

1. **Applications.** Service Personnel are to apply for LSAP on JPA through the Self Service Application for LSAP. Full instruction on completion is on line in the **JPA Self Service User Guide- Applying for Pre-Approval for Long Service Advance of Pay (LSAP)**. In exceptional circumstances only, where the individual has no permanent access to JPA, the JPA Form E024 may be used – JPA Form E024 must be forwarded to the LSAP Section at least 6 weeks before the expected purchase completion date. Proof of purchase will be sought by the LSAP Section from the appointed legal representative. In cases where the applicant has owned property within the previous 12 months, a legal representative's statement of sale (actual or intended) and purchase must accompany the application form.
2. **Prior to Application.** Applicants are to satisfy themselves that they have read and understood the provisions of these regulations. In particular, applicants are reminded that they must await confirmation that award of a LSAP has been approved, and payment received by their appropriate legal representative, prior to completion of property purchase.
3. **Entitlement Assessment.** If a potential applicant wishes to seek assessment of their entitlement to receive a LSAP prior to formal application, they may do so by completing the JPA Form E024 for submission to the LSAP Section. The applicant should complete the form as far as possible but need not seek further certification or recommendation by unit authorities at this stage. The top of the form should be clearly marked in red ink "**For Entitlement Only**".
4. **Reassessment of Eligibility.** Personnel who are initially assessed as "entitled" prior to formal JPA on-line application are reminded that both eligibility and the maximum amount of the LSAP which may be awarded will be fully reassessed once the formal JPA on-line application is submitted (subject to certification and recommendation by unit authorities). At this point, if any information supporting the JPA on-line application has changed, it is possible that entitlement may be affected.
5. **Application Procedure.** When an eligible applicant has found a qualifying property they wish to purchase, has arranged as necessary for a mortgage and has obtained the services of a legal representative, they may submit a JPA on-line application to the LSAP Section, through their CO (or authorised representative) as per paragraph 1 above, only in exceptional circumstances may a JPA Form E024 be used. An individual having applied on-line and gained approval, is to use only the JPA printout to gather all required certifying signatures and forward to the LSAP Section.
6. **Certification of the Application Form.** Once a JPA on-line application has been approved and printed, it is to be certified by the claimant's Unit HR and CO (or authorised representative) as follows:
  - a. **Unit HR.** In assessing the LSAP application, the Unit HR is to include a check of the applicant's current medical status on JPA (See paragraph **05.0710c6**). Where the claimant's medical status is not MFD or MLD the Unit HR should seek



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#### **Annex A to Section 7 of Chapter 5**

the advice of the Unit Medical Officer (UMO) (See Paragraph **6b**). Where the applicant is categorised as MFD or MLD, or the UMO has certified that the applicant is likely to be MFD or MLD within 6 months of the date of their assessment, then the application is to be passed to the applicant's CO (or authorised representative). Where the UMO has indicated that the applicant will not be MFD within 6 months of the date of their assessment then the application is to be rejected and passed back to the applicant through the LSAP Section with an explanation of why the application has not been supported.

b. **UMO.** Where the claimant's medical status is not MFD or MLD at the time of the application the Unit HR must seek the advice of the UMO. The UMO must certify whether or not the applicant is likely to be MFD/MLD within 6 months of the assessment and return the application to the Unit HR.

c. **CO (or Authorised Representative).** In certifying an application, the CO (or authorised representative) must take into account an applicant's current financial situation, notably where repayment of a LSAP would increase existing financial difficulties; if appropriate, the application must be refused at this juncture. If an applicant is subject to any administrative or disciplinary action, which may result in a significant/material change in circumstances (e.g. premature termination of Service, assignment, detention, reduction in rank), the application is either to be rejected or held in abeyance until the outcome of the action is known. Otherwise, the application may be recommended by the CO (or authorised representative) and forwarded to the LSAP Section.

7. **Short Notice Appointment.** Applicants who are at risk of being assigned to a seagoing ship (or assigned overseas) at short notice, before the purchase of their new property is completed, should discuss with their solicitor the arrangement of a limited Power of Attorney, or similar. This is to ensure that purchase can be completed in their absence. It is emphasised, however, that the additional expense of such a course of action is not necessary in normal circumstances. Any additional expenses incurred in association with the Power of Attorney are the responsibility of the Service person.

**With effect from 1<sup>st</sup> April 2014 and the launch of the 'Forces Help to Buy' (FHTB) scheme, the LSAP scheme has been frozen to new applicants. Further details on the FHTB scheme can be found in Part 1, Chapter 12, JSP 464.**

**Annex B to Section 7 of Chapter 5**

**Application for the Waiver of the Outstanding Balance of the  
Tri-Service Long Service Advance of Pay (LSAP)**

**THIS FORM IS ONLY TO BE USED TO APPLY FOR A WAIVER OF THE OUTSTANDING BALANCE OF THE TRI-SERVICE LONG SERVICE ADVANCE OF PAY (LSAP) FOR A SERVICE PERSON ON RETIREMENT FROM THE SERVICES ON MEDICAL GROUNDS OR DEATH IN SERVICE**

**Applicant Details (to be completed by the Service Person's executor in the case of death in service)**

Service Number

Surname

Initials

Gender

Service

Rank

Date of Birth (DD/MM/YY)

Final Unit

Final Unit Address

Unit Contact No




**Address of LSAP Property**

**Date of retirement  
or date of death of claimant**




Brief description of reasons for applying for the waiver of recovery of LSAP balance

**In accordance with JSP 752 Chapter 5, I wish to apply for a waiver of the recovery of LSAP and I give my consent for Debt Management (R&WO) to access my medical records in order for the waiver assessment to be carried out**

Name

Tel

Email:

Signature

Date

**Once complete this form is to be sent to:**

**LSAP Section  
DBS  
Centurion Building  
Grange Road  
GOSPORT  
PO13 9XA**

# Chapter 5 Section 8 – American Express Global Business Travel (GBT) Amended/Updated

**05.0801. American Express Global Business Travel (GBT).** All non-Service accommodation must be booked using GBT unless an exemption has been provided **prior** to travel.

GBT provides MOD personnel with hotel accommodation in both the UK and overseas when service accommodation is not available or is inappropriate. GBT must not be used for booking personal travel.

**05.0802. Exemptions.** There are a limited number of MOD personnel who hold an exemption from the use of GBT:

- a. Attaches/Advisors (as directed by International Policy and Planning-Overseas Support) where the exemption is limited to Embassy Staff only, not visitors.
- b. Special Forces whilst on operational duty where the use of the mandated service may compromise security of either the individual or the Unit.
- c. Service personnel (SP) on residential resettlement courses, NATO meetings or conferences where accommodation is provided by the host. However, travellers should contact GBT to allow the booking to be 'taken over' and be tracked by them for security and management information purposes.

All other SP must seek an exemption from the use of GBT, at least 10-days prior to travel, with supporting evidence detailing why GBT cannot supply the service required.

## **Booking accommodation**

**05.0803. Non-availability of Service accommodation.** Before booking accommodation through GBT, SP must support the booking with documentary evidence as per JSP 752 paragraph 05.0107.

**05.0804. Capitation rates.** GBT provide capitation (cap) rates which are set in conjunction with the MOD. When making a booking the online portal or agent will advise whether the hotel rate is in policy. Any booking request above the set cap rate requires local approval and is reported to the TLB.

## Methods of payment

**05.0805. Virtual card.** Most UK hotel bookings may be paid automatically on check-out using a virtual credit card 'billback' option selected at the time of booking. This is the preferred method of payment where available. However, additional costs, such as food and drink (excluding meals when these are included in the hotel rate), must be paid for by the SP and claimed back via the expense claim process (see paragraph 05.0174).

**05.0806. Pay and claim.** GBT will advise at the point of booking if virtual card payment cannot be used. This includes accommodation bookings for all international hotels and those UK hotels which do not accept virtual card payments. In these cases, SP must settle all associated bills on departure and claim back via the expense claim process. Receipts must be obtained and kept for audit purposes.

**When pay and claim is used SP may apply for an advance of subsistence to avoid incurring significant short-term costs (see paragraph 05.0169).**

**05.0807. Electronic Procurement Card (ePC).** Essential business travel for frequent travellers may be paid for using an ePC. These travellers may apply for a named ePC to be issued to them for business purposes.

Some Admin/HR teams may have access to an ePC which can be used to secure advance bookings for accommodation. However, it cannot be used to settle the bill. SP must pay and claim for these bookings.

## Related information

**05.0808.** Detailed information about booking hotel accommodation is available on Sharepoint, search for "Travel hotels" or use this link

<https://modgovuk.sharepoint.com/sites/defnet/HOCS/Pages/Travel-Hotels.aspx>

## CHAPTER 6 – OFFICIAL TRAVEL

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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### **Eligibility**

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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## **Method of Claim**

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## **ANNEX A TO SECTION 12** Driving to an Overseas Assignment



# Chapter 6 Section 1 – Sports Travel

## General

**06.0101. Aim.** The aim of Sports Travel is to assist personnel authorised to undertake travel to participate in official sporting events with the cost of those journeys.

**06.0102. Income Tax and National Insurance Contributions (NICs).** Tax status is currently under review by HMRC.

## Eligibility

**06.0103. Eligible Service Personnel.** Travel at public expense is permitted for all Service personnel (including Reserve personnel) who meet one of the following requirements. They are:

- a. Participating in sport as part of the unit training programme in periods set aside for organised sport, in which case they may be conveyed under Service arrangements to the appropriate playing field, sports ground or local amenities (e.g. swimming pool, sports centre) if the CO considers the distance justifies the use of transport.
- b. Selected as a member of a representative unit, regimental, corps, command, Single Service or UK Armed Forces team when taking part in authorised competitions or matches against other Service or civilian teams in any of the sports listed as being eligible for public funding (i.e. Cat 1 and Cat 2 sports, as defined by the UK Armed Forces Sports Board, in JSP 660.
- c. Attending such competitions or matches as a certified match official or as a nominated member of the relevant Sports Association committee.
- d. Chosen as an individual to participate in such competitions or matches as defined in paragraph **06.0103b**.
- e. Chosen to organise such competitions or matches as defined in paragraph **06.0103b**, or any formal post-match meeting (such as disciplinary hearings).
- f. Acting as a member of a Sports Committee summoned to attend a meeting of a Single Service or UK Armed Forces Sports Association called or authorised by a Single Service or UK Armed Forces Sports Board.
- g. Acting as a Service Representative attending General Meetings of a sport's National Governing Body (NGB). If a Service person is elected to a sub-committee within the NGB, travel costs are not to be met by public funds.
- h. Detailed for duty at a Services' Rifle Meeting.

## Conditions

**06.0104. Competitions.** Service personnel are permitted to travel to competitions and fixtures at public expense provided that:

- a. The competitions and fixtures are authorised by unit/formation commanders or the single Service or UK Armed Forces Sports Boards
- b. The initial rounds of Cup competitions are organised on a regional knock-out basis.
- c. No gate money is charged or, when gate money is charged, the Service Sports Association, team or hosting unit does not directly benefit.
- d. For travel to participate in representative fixtures<sup>1</sup> in UK from permanent overseas assignments (or other assignment types i.e. temporary, at the CO's discretion) or personnel serving on board HM Ships which are deployed overseas.
  - (1) The fixtures are authorised by single Service or UK Armed Forces Sports Boards.
  - (2) Funding is approved under Joint Force and single Service Command arrangements by local commanders and provided through unit or representational travel budgets.
- e. For travel to competitions and fixtures outside the UK:
  - (1) Participation in specific military team competitions taking place in Europe is authorised by the UK Armed Forces Sports Board.
  - (2) For Winter Sports, single Service and Inter-Service Championships and the participation of UK Armed Forces teams in the British Championships, which all take place in Europe, the events have been specifically authorised by the appropriate single-Service or UK Armed Forces Sports Board. Except in exceptional circumstances, agreed in advance by the appropriate Sports Board Director, authorisation may only be given for competitors and those essential officials approved by the appropriate Services Sports Board, to claim a maximum per capita sum towards the cost of travel between their unit in the UK, or the Unit of those based in Europe, and the stated venue. The maximum per capita cost is published in JSP 660. Personnel selected to represent their Service as competitors or officials in Inter-Services Winter Sports Championships, and not returning to the UK between their single Service Championships and the Inter-Services Championship, may claim for travel between the venues of the 2 Championship competitions up to the same maximum per capita cost-as if travelling from UK points of departure (or units of those based in Europe).
  - (3) Competitions or fixtures are approved as exceptional cases by the UK Armed Forces Sports Board. Public funding for overseas visits as described

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<sup>1</sup> As defined in JSP 660

in JSP 660 is inadmissible except in exceptional Defence engagement circumstances.

**06.0105. Principles of Travel.** In addition to the principles of travel laid out in **Section 7** of this Chapter the following conditions apply:

- a. Travel for Service personnel by private motor vehicle is not permitted at public expense if, as a result of such travel, seats would be left empty in any officially provided transport.
- b. When rail travel is necessary, Service arranged tickets including season tickets are to be applied for via American Express (GBT) with prior Line Management authority. Rail warrants are no longer to be used for routine travel; they are only to be used for urgent operational or compassionate travel. Standard class travel only is permitted, regardless of rank.
- c. Subsistence is not permissible in relation to sports travel, except in the circumstances described in paragraph **05.0115**. Local Overseas Allowance is not permissible in relation to any sports travel journey with the exception of staff assigned to that area who are undertaking their primary duties, who retain their eligibility to receive LOA in accordance with Chapter 6.
- d. For bus or other public transport, actual costs may be claimed.
- e. When travel by private motor vehicle is authorised, MMA may be claimed together with the appropriate rate of passenger allowance for each eligible passenger. Spectators are not classed as eligible passengers.
- f. Personnel travelling by civil air (but not privately owned aircraft) within the UK may be allowed to claim actual expenses up to a maximum of the MMA for the journey by the most direct route. Cross-water mileage may be included in the total journey distance.
- g. Personnel travelling by air to/from overseas should use the principles of air travel on duty as detailed at Section 14 to this Chapter and JSP 800 Volume 2 Part 2 Chapter 2, Table 9.
- h. When the seating capacity of Service or hired transport is not fully utilised, spare seats may be used for the conveyance of Service personnel who are spectators, provided that a larger vehicle is not used as a consequence of their travelling.
- i. Travelling to support a unit team. Detailed instructions on the use of MOD transport by spectators is contained in JSP 800, Volume 5. Essentially, COs/HoEs may authorise the use of unit transport to convey spectators where the limitations of budget and capability allow. This does not include the hire of additional vehicles for that purpose or to backfill unit transport carrying spectators. Similarly, claims may not be submitted for travel by private or public transport in order to spectate at sports events.

**06.0106. Towed Sports Trailers.** When travel by private motor vehicle is admissible under sub-paragraph **06.0105e** and a dinghy, rowing boat, horse box or other sports

equipment is towed behind the vehicle for the purpose of being used at the authorised sports fixture, a towing allowance (at the Carriage of Sports Equipment rate) may be paid provided that:

- a. The equipment cannot be carried in, or legally on, the private motor vehicle;
- b. Suitable insurance cover is obtained in respect of towing risks; and
- c. The refund is limited to the authorised travelling distances within paragraph **06.0108**.

**06.0107. Carriage of Sports Equipment.** When travel by private motor vehicle is admissible under sub-paragraph **06.0105e** and sports equipment is carried inside the main body of the vehicle for the purpose of being used at an authorised sports fixture, an allowance at the Carriage of Sports Equipment rate may be claimed.

**06.0108. Team Travel.** Team travel may be authorised within the following limitations:

- a. **Unit Teams.** Over a sport's season, COs may authorise an average of one journey per week of up to 50 miles each way for unit representative teams in each of the sports listed in JSP 660 as eligible for public funding. This limit does not apply to teams participating in the later rounds of Corps, Command or single-Service Cup Competitions.
- b. **Command, Corps, Single-Service and UK Armed Forces Teams.** Single-Service Sports Boards may authorise travel at public expense for travel by Command, Corps or single-Service Teams. The UK Armed Forces Sports Board may authorise travel by UK Armed Forces teams. There is no mileage limit on such journeys, but journeys are to be limited to an average of one per team per week over the season.
- c. **Team and Committee Members Numbers.** Maximum numbers for teams and Association Committee members in each sport who may claim for travel at public expense are laid down by the UK Armed Forces Sports Board in JSP 660.
- d. **Match Officials.** Match officials, as certified by the single-Service Sports Boards, are normally to be found by the units taking part in competitions and their travel is to be undertaken under the same rules as the teams involved. Where it is appropriate for match officials to be appointed by an independent body (e.g. a Service Sports Association or a sub-Committee of such an association), they may travel at public expense under the authorisation given for the teams participating in the fixture. Irrespective of the distances the teams have to travel, the distance authorised for each match official should not normally exceed 100 miles each way.
- e. **Training.** Travel to training sessions is not permitted at public expense except when the UK Armed Forces and single-Service Sports Boards specifically authorise their respective UK Armed Forces and single-Service representative teams to travel at public expense to one training session each season.

**06.0109. Individual Service Competitors.** COs may authorise travel at public expense for individual Service personnel selected to participate in authorised competitions or matches. Services' Sports Boards may similarly authorise travel at public expense for

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

individuals to represent their Service in authorised competitions or matches. No distance or frequency limitation shall apply. Service personnel participating in civilian competitions, but not representing a Service unit or Service Sports organisation, are not to travel at public expense.

**06.0110. Sports Association Meetings.** Meetings authorised under paragraph **06.0103f** are to be limited to one Annual General Meeting and up to 3 Executive Committee Meetings each year. The same scale applies to sub-Committees (e.g. referees, coaches).

## **Rates**

**06.0111. Rates Calculation Methodology.** For the methodology for the calculation of MMA see **Section 4** of this Chapter.

## **Method of Claim**

**06.0112. Method of Claim.** Claims for MMA are to be submitted using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto a JPA Form F016a which will then be despatched to JPAC for input to JPA.

## **Method of Payment**

**06.0113. Method of Payment.** All MMA entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the claimant's nominated bank account.

## Chapter 6 Section 2 – Travel for Operational Stand Down Amended/Updated

### General

**06.0201. Aim.** The aim of Travel for Operational Stand Down (TOSD) is to provide Service personnel with publicly funded transport to their permanent duty station, Base Port or exceptionally to their normal UK leave address, when formally stood down during temporary deployments on UK-based operations assisting the UK civil authorities. These visits are to enable Service personnel to spend time with their friends and family and to give them respite before returning to the operation.

**06.0202. Income Tax and National Insurance Contributions (NICs).** TOSD is non-taxable.

### Eligibility

**06.0203. Eligible Service Personnel.** All Service personnel (including Reserve personnel deployed on the operations but not Sponsored Reserves and Cadet Force Adult Volunteers) are eligible for TOSD. If the Standing Joint Commander (UK) (SJC(UK)) declares an OSD, Service personnel who are deployed away from their permanent assignment station on UK-based operations assisting the UK civil authorities may be returned to their permanent duty station (including those based in Germany) or their Base Port, at public expense. There is no limit on the number of TOSD journeys that may be authorised. The SJC(UK) will determine who, for how long and how often personnel can be stood down. Only those personnel who are expected to return to the operation will be eligible for TOSD.

### Conditions

**06.0204. Genuine Break.** COs are expected to use judgement to ensure that TOSD allows the Service personnel under their command to enjoy a genuine break from duty. Those who would spend most of the OSD travelling should be retained in the operational location for the OSD. Publicly funded TOSD to any local facility in lieu of travel to the permanent duty station, Base Port or exceptionally to their normal UK leave address is not permissible but may be funded from any welfare/unit non-public funds provided to support those on the operation.

**06.0205. Method of Travel.** Travel should be by the most cost-effective means possible for any given set of circumstances. Cost-effectiveness is to be regarded as a balance between 'Cost' and 'Operational Effectiveness'; hence it is a CO's decision and not one made by the local Army Divisional Movements staff<sup>1</sup>. When deciding on means of travel, COs should consider the following options in order of priority:

- a. Group Travel through normal means (e.g. coach or trooping flights);

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<sup>1</sup> The local Army Divisional Movements staff are referred to because it is likely that HQ Land will be the lead Command for these Operations.



- b. Charter travel;
- c. Individual travel.

Units are to consult, in all circumstances, with local Army Divisional Movements staff in order that the best deals can be reached for the TOSD.

**06.0206. Alternative Travel.** Travel to a Selected Place of Residence or to a qualifying address for GYH(EY) (see **Chapter 7 Section 1**) in the UK is authorised as an alternative to returning to the permanent duty station, provided it is cost neutral compared with the negotiated Group Travel costs. If the costs for travel to the alternative address are greater than the negotiated Group Travel costs back to the permanent duty station, Service personnel may claim MMA for the return journey distance, up to the negotiated Group Travel costs (per person).

**06.0207. Transfer of TOSD.** Service personnel may not transfer their TOSD entitlement.

## Other Allowances

**06.0208. Concurrent Payment of Other Allowances.** If Longer Separation Allowance (LSA) is in issue to the Service person during the temporary operational detachment, this will cease for the duration of the OSD period when publicly funded TOSD is taken. If the Service person is offered TOSD but declines it, or the OSD is taken at the operational location the LSA entitlement will continue provided the Service person is not joined by their family at the operational location. Service personnel who claim LSA during the temporary operational detachment will have no entitlement to claim GYH Travel as the 2 allowances are mutually exclusive. Service personnel who were in receipt of GYH Travel immediately prior to the temporary operational detachment may choose to continue to receive either GYH Travel or claim LSA for the duration of the temporary operational detachment.

## Rates

**06.0209. Rate Payable.** The normal method of travel will be by Service provided transport or by rail using a Service arranged ticket. Where a Service person is exceptionally authorised to travel within the conditions at paragraph **06.0207** and claim MMA, the rate of payment will be calculated in accordance with **Section 4** of this Chapter. The full MMA will be capped at the negotiated Group Travel costs (per person). The current rate of MMA is at **Chapter 3 Section 1**.

## Method of Claim

**06.0210. Method of Claim.** Claims for MMA will be processed via the JPA Expense Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

## Method of Payment

**06.0211. Method of Payment.** TOSD should normally be arranged through the unit within the guidance at paragraphs **06.0206** and **06.0207**, using the most cost effective method. If individual TOSD is authorised travel should normally be by standard class rail for which Service provided tickets are to be issued. Any MMA entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.



## Chapter 6 Section 3 – Service Families’ Travel Amended/Updated

### General

**06.0301. Aim.** The purpose of this Section is to detail travel entitlements for the immediate families of Service personnel when they are required to travel in support of duties carried out by their Service spouse/civil partner, and in other specified circumstances as set out in this Section.

**06.0302. Principles.** The immediate family of a Service person has no entitlement to travel at public expense in their own right. Such travel, when permitted, derives entirely from the mobility of the Service person concerned and is based on the recognised need for family union or, where the exigencies of Service life do not permit this, for the family to reside in a place of their own choosing. Immediate family members conveyed at public expense by air or sea are to travel, wherever possible, in the same aircraft or ship as the Service person. Wherever possible, Service provided transport or established charter flights are to be used.

**06.0303. Income Tax and National Insurance Contributions (NICs).** Families’ Travel attracts a liability for Income Tax and NICs when a family is living in the UK. The Tax and NICs will be met by MOD and paid by DBS under PSA. In accordance with ITEPA 2003 Section 299 Families’ Travel is non-taxable when families are living outside the UK.

### Definition

**06.0304. United Kingdom (UK).** For the purpose of this Section, references to UK are to be deemed also to apply to the Republic of Ireland (RoI) for families of Service personnel recruited from, or normally domiciled in, the RoI.

### Entitlements

**06.0305. First Joining.** An immediate family is not entitled to travel at public expense when joining the Service person at their duty station and setting up home for the first time except as provided for in paragraph **06.0306**.

**06.0306. Families of Service Personnel Recruited Overseas.** When an individual has been accepted in an overseas country for service in the UK Armed Forces, and has completed the requisite educational, medical and character tests, they and their immediate family may be conveyed at public expense from the point of departure from that country to their first duty station in the UK. These personnel will not be eligible for the provisions of Domiciled Collective Overseas Leave (DOMCOL). If the overseas recruit is subsequently discharged from initial training, the Service person and their accompanying immediate family may be conveyed at public expense for the return journey to their Country of Origin.

### Family Moves Within the UK

**06.0307. Next Move Having First Set Up Home.** When the first setting up of a home in the UK after marriage or registration of a civil partnership was not at the Service

person's duty station (see paragraph **06.0305**), the immediate family may be conveyed at public expense from that first home to a Residence at Work Address (RWA) at the next or subsequent place of duty in the UK. Such a journey is only permitted within the cost of a move from the first place of duty after marriage or registration of a civil partnership to the place of duty at which the immediate family first sets up home with the Service person. However, if the Service person is assigned overseas on a tour that has been specified as unaccompanied (UnAcc), the immediate family may be conveyed at public expense from the first home to a Selected Place of Residence (SPR) in the UK at the time of the Service spouse's/civil partner's move.

**06.0308. Assignment Within the UK - Immediate Family Accompanying the Service Person.** The immediate family of a Service person may be conveyed, at public expense, when accompanying them from a public or private RWA in the UK to another public or private RWA in the UK, or rejoining them subsequently from a previous station, provided that at the time of the immediate family's move it is expected that the Service person will have at least 183 days to serve at the new duty station.

**06.0309. Residence for Less than 183 Days.** Where a member of the immediate family, conveyed at public expense under the provision of this Section to a RWA, ceases to live at the residence within 183 days of arrival, the CO is to require the Service person to furnish an explanation in writing. Should the CO consider that the explanation is unsatisfactory (e.g. as a result of personal choice), they are to decide whether the Service person should be called upon to refund the cost of conveyance of that member of the immediate family.

**06.0310. Assignment Within the UK - Immediate Family Unable to Accompany the Service Spouse/Civil Partner.** When the immediate family is not permitted, for Service reasons, to proceed to a new UK duty station (i.e. INVOLSEP assignment) or there is no prospect of the immediate family joining the Service person owing to a lack of accommodation at the new UK duty station, they may be conveyed at public expense from their RWA at the old station, or from a military family hostel, to a SPR in the UK or to a military family hostel. This entitlement requires the Service person to have an expectation of at least 183 days to serve at the new duty station at the time of the family move.

**06.0311. Subsequent Move of the Immediate Family.** After an unaccompanied move under the provisions of paragraph **06.0310** and subject to the Service person being expected, at the time of the immediate family rejoining, to have at least 183 days to serve at the new duty station, the following journeys are admissible:

- a. When the immediate family has been conveyed under paragraph **06.0310** and accommodation then becomes available for them at the Service person's new duty station, conveyance at public expense from the SPR or hostel to the new duty station is admissible.
- b. If a member of the immediate family which has been conveyed to a military family hostel under paragraph **06.0310** subsequently moves to a SPR and from there rejoins the Service person in accommodation at the new duty station, conveyance at public expense for the 2 latter journeys is admissible within the distance by the shortest route between the hostel and the new duty station, plus 50 miles.

**06.0312. Preliminary Visit to Arrange Private or Substitute Services Families' Accommodation (SSFA) at a New Place of Duty in the UK.** A Service person who is required to occupy private accommodation or SSFA at a new place of duty in the UK, because Service Families Accommodation (SFA) is not available, may make one return journey to the new duty station with their spouse/civil partner and children (but not any other member of the immediate family) at public expense in order to arrange private accommodation or SSFA.

**06.0313. Assignment Within the UK Where the Immediate Family Does Not Wish to Accompany the Service Spouse/Civil Partner.** Where an immediate family does not, for reasons within their own control, accompany a Service person from one station to another in the UK, conveyance at public expense to a SPR is capped at the estimated cost of the family travel to the new duty station. Their entitlement to other allowances, which derive from the assignment, is not affected by the manner and timescale of the associated family movement.

**06.0314. Immediate Family Moves Within the UK for Reasons Other than the Service Spouse's/Civil Partner's Assignment.** Conveyance at public expense to a SPR is admissible when the immediate family of a Service person leaves a RWA for one of the following reasons:

- a. The appropriate medical authority certifies that it is in the interests of the health of one or more members of the immediate family that they should leave the current duty station without delay.
- b. Service accommodation currently occupied by the immediate family is required for Service purposes.
- c. The non-Service spouse/civil partner has died, and it is necessary to provide adequate care for the children by sending them to a SPR.
- d. The Service person has died. To enable the spouse/civil partner to receive the support of their close family following the death, a public expense move to an alternative SFA, closer to the spouse's/civil partner's close family, will be allowed. This public expense move will, when necessary, be in addition to a further final move at public expense to a SPR.
- e. The Service person is, on termination of service, being conveyed at public expense to a SPR.
- f. The Service person has been declared a deserter or has been imprisoned and the CO certifies that the immediate family must necessarily change residence.
- g. The CO certifies that, because of the conduct of the spouse/civil partner of a Service person, it is desirable that they should vacate their current SFA.

In the circumstances described at sub-paragraphs **06.0314a, b** and **c** only the immediate family may be subsequently conveyed at public expense to rejoin the Service person provided at the time the subsequent family move it is expected that the Service person has at least 183 days to serve at the current or a new duty station.

## Immediate Family Moves from UK to Overseas

**06.0315. Assignment From the UK to an Overseas Station - Immediate Family Accompanying the Service Spouse/Civil Partner.** An immediate family resident in the UK may, when a Service person is assigned to an overseas station, other than on a tour specified as UnAcc, be conveyed at public expense to the new duty station (including travel from the place of residence to the point of departure in the UK) provided that sub-paragraphs (a) to (e) and all other relevant sub-paragraphs below are met:

- a. It is the intention at the time the immediate family proceeds overseas, subject to the exigencies of the Service, to remain united with the Service person for the remainder of the assignment, or for a continuous period of one year.
- b. The remainder of the assignment is of sufficient length to enable the immediate family to be united at the overseas duty station for at least 183 days. The immediate family of a CO may be granted authority to travel to the overseas duty station for a shorter period, provided the prior approval of DBS MIL PERS-MIL OPS PACCC is obtained.
- c. The overseas station is approved by the Services as suitable for families.
- d. Suitable accommodation for the immediate family is available at the overseas station.
- e. The appropriate medical authority certifies that there is no objection on grounds of health to the immediate family's conveyance to the overseas station. This certificate is not required for NWE.
- f. Where it is known that the period of family union is to be spent at more than one overseas station, the CO must decide whether family passages at public expense may be allowed.
- g. A Service family resident overseas (other than the family of a Service person commissioned/enlisted or accepted for commissioning/enlistment in a country outside the UK (see sub-paragraph **06.0315h**)), or a Service family which has proceeded to a country abroad at private expense may be granted passage at public expense to join the Service person at the overseas duty station, provided the cost is within the cost of an official passage from the UK and also that the conditions of sub-paragraph **06.0315a** are satisfied. The immediate family may either:
  - (1) Proceed at private expense to the UK, or to a point on the trooping route between the UK and the Service person's overseas station, where they can be conveyed by trooping aircraft to the overseas station at public expense, or
  - (2) With prior DBS MIL PERS-MIL OPS PACCC approval, travel to the Service person's overseas station under private arrangements. In this event, reimbursement is to be under the rules for Privately Arranged Passage journeys in **Section 6** to this Chapter.
- h. If resident overseas, the immediate family of a Service person who was commissioned/ enlisted or accepted for commissioning/enlistment in a country

outside the UK may be granted a passage at public expense from the point of departure in that country to join the Service person at the overseas station provided that, if the immediate family were resident in the UK, the conditions of sub-paragraph **06.0315a** would be satisfied.

i. The intended spouse/proposed civil partner of a Service person may be conveyed at public expense to their duty station from either the UK or the country in which they were accepted for commissioning or enlistment provided that:

(1) The provisions of sub-paragraphs **06.0315a** to **e** are satisfied.

(2) The DBS MIL PERS-MIL OPS PACCC certifies that they are satisfied that the Service person has made arrangements to marry their intended spouse or register a civil partnership within 3 months of the start of an overseas assignment, and that married accommodation is available.

(3) The Service person undertakes to refund the cost of the outward passage and fund any return travel costs if the marriage or civil partnership registration does not take place. Travel at public expense in the country of embarkation is not admissible.

j. A passage for which an immediate family or family member would qualify under sub-paragraphs **06.0315a** to **h** may be deferred on the application of the Service person and at the discretion of DBS MIL PERS-MIL OPS PACCC for a period not exceeding 12 months, provided that the Service person:

(1) Shows satisfactory cause why deferment should be approved (e.g. medical reasons, or reasons connected with their child(ren)'s education);

(2) Accepts that the conditions of sub-paragraph **06.0315a** must be satisfied at the time the immediate family or family member moves; and

(3) Pays, before the move takes place, any extra expense caused by the deferment (e.g. expense arising from the cancellation of a passage for which payment has to be made, or from the fact that a child has reached an age for which a higher fare is charged).

Travel at public expense under paragraph **06.0316** is not admissible where deferred passages are approved under this sub-paragraph.

k. A child who is over 18 years of age, and has been granted a passage at public expense to join the Service person at their overseas duty station, is entitled to a passage on any entitled journey during the remainder of the Service person's assignment overseas.

**06.0316. Assignment from the UK to an Overseas Station - Immediate Family Not Accompanying the Service Spouse/Civil Partner.** When a Service person is assigned overseas from a station in the UK and their immediate family resident in the UK does not accompany them for the reasons outlined the following entitlements apply:

a. If the immediate family are not permitted by the Services to proceed to the new overseas duty station, or there is no prospect of them joining them owing to a lack of Service Families Accommodation (SFA) at the new overseas station, they may



be conveyed at public expense from a RWA at the former station in the UK, or from a military family hostel, to a SPR in the UK. Where permission to retain SFA in the UK is given, the immediate family may remain in the SFA or move to a SPR either initially or at a later date. Entitlement to travel at public expense is subject to the Service person being expected, at the time of the immediate family's move, to have at least 183 days to serve at the overseas station.

b. If the immediate family resident in the UK cannot accompany a Service person overseas for one of the reasons in sub-paragraph **06.0316a** and they are living in a home first set up after marriage at a place away from a Service person's duty station in the UK, they may be conveyed at public expense to another SPR in the UK subject to the entitlement conditions of sub-paragraph **06.0316a**.

c. If the immediate family residing with a Service person at a station in the UK or living in a military family hostel, certify that they do not intend to join the spouse/civil partner during an overseas tour, they may be conveyed at public expense to a SPR in the UK subject to the entitlement conditions of sub-paragraph **06.0316a**.

When the immediate family is eligible for travel at public expense under the terms of sub-paragraphs **06.0316a**, **b** or **c**, but proceed to a SPR overseas, conveyance is admissible only to the point of departure in the UK.

## Immediate Family Moves Between Overseas Locations

**06.0317. Assignment Between Overseas Stations.** The following will apply to assignments between overseas stations:

a. When a Service person is assigned from one duty station overseas to another, and the immediate family have been conveyed at public expense to the first station, the immediate family may be conveyed at public expense to the second overseas duty station provided that:

- (1) They can join the Service person at the new overseas duty station for not less than 183 days; or
- (2) The conditions of sub-paragraph **06.0315a** are satisfied.

If the conditions at sub-paragraphs **06.0317a(1)** or **(2)** cannot be satisfied the immediate family are eligible for conveyance to the UK at public expense.

b. When a Service person is assigned from one overseas duty station (at which their immediate family had joined them at private expense) to another overseas duty station, the immediate family may be eligible for conveyance at public expense to the new overseas duty station if they would be eligible under sub-paragraphs **06.0318b** or **c** for conveyance at public expense to the UK, provided that the conditions in sub-paragraph **06.0315a** are satisfied. If the immediate family would not be eligible for conveyance from the first overseas duty station to the UK but would, if they were in the UK, be eligible under sub-paragraph **06.0315a** for conveyance to the new duty station, they may be conveyed at public expense from the first to the second overseas duty station. In this case, however, if the cost exceeds that of the journey from the UK to the second overseas duty station, the difference is to be paid by the Service person concerned.

- c. When the immediate family is eligible for conveyance to a new overseas station under sub-paragraph **06.0317a** or **b**, but instead proceeds to the UK, the cost of their conveyance is not to be met from public funds unless the immediate family is eligible for conveyance to the UK under paragraph **06.0318**.
- d. If the immediate family, which joined a Service person at private expense at an overseas station not officially approved for families, is assigned to another overseas station they are entitled to be conveyed at public expense to the second overseas station provided the conditions of paragraph **06.0315c** are met in relation to the second overseas station.
- e. Where a Service person has married or registered a civil partnership locally while serving overseas at a station officially approved for families, and they are assigned to another overseas station, the immediate family may be conveyed at public expense under the provision of sub-paragraph **06.0317a**, provided that:
  - (1) The spouse/civil partner was a member of the Services or a Service family and entitled in that capacity to passage to the UK at public expense, or
  - (2) By the time the Service person was expected to complete the overseas assignment the spouse/civil partner would have been resident in the country in which the Service person was stationed at the time of marriage or registration of a civil partnership for at least 183 days. Periods of residence before and after marriage or registration of a civil partnership may count towards this requirement.

## Immediate Family Moves from Overseas to the UK

**06.0318. Assignment From an Overseas Station to the UK.** The following will apply to assignments from overseas to the UK:

- a. When a Service person returns to the UK at the end of an overseas assignment, or has been ordered by medical authorities to be returned to the UK, the immediate family, which has been conveyed to a unit overseas at public expense, will be conveyed at public expense to the UK.
- b. Where a Service person returns to the UK in the circumstances of sub-paragraph **06.0318a**, the immediate family will also be conveyed at public expense to the UK if they initially travelled overseas at private expense but were eligible, at the time, for travel at public expense.
- c. Where a Service person returns to the UK in the circumstances of sub-paragraph **06.0318a** and the immediate family had travelled to the overseas unit at private expense (because they were not entitled to a passage at public expense having failed to fulfil the conditions of sub-paragraph **06.0315a**), the immediate family will be allowed a return passage to the UK at public expense provided that they have been united with the Service person for not less than the periods specified in sub-paragraph **06.0315a**.
- d. Where a Service person serving overseas is permitted to terminate their service prematurely, and is eligible for travel to the UK at public expense under

paragraph **06.0706**, their immediate family will also be conveyed at public expense to the UK.

e. Where a Service person has married or registered a civil partnership locally while serving overseas at a station officially approved for families, and is subsequently returned to the UK in the circumstances of sub-paragraph **06.0318a**, their immediate family will be conveyed at public expense to the UK if the conditions at sub-paragraphs **06.0317e(1)** or **(2)** are satisfied.

f. Where a Service person who was enlisted or commissioned overseas has been accompanied (Acc) by their immediate family at an overseas station and they would, on termination of their service, be eligible for passage to the UK under sub-paragraphs **06.0318a** to **d**, they will, if the Service person is eligible under paragraph **06.0706** to be returned to a country other than the UK, also be conveyed at public expense to that country.

**06.0319. Return to the UK for Reasons Other Than Assignment.** The following will apply on return to the UK for reasons other than assignment:

a. When the immediate family has been conveyed at public expense to a unit overseas, or in the case of a local marriage or registration of a civil partnership, the conditions at sub-paragraphs **06.0317e(1)** or **(2)** are satisfied, they may be conveyed to the UK at public expense. Gurkha Service Personnel assigned to Brunei who qualify for conveyance to the UK under this policy may instead request movement to Nepal under the following circumstances:

(1) If the Service person dies.

(2) If the Service person has been ordered to proceed on permanent duty to a unit to which the immediate family are not permitted to accompany them, and is unlikely to return to their original overseas unit or be assigned again to an overseas unit at which their immediate family can join them, within 183 days.

(3) If any member of the immediate family becomes ill and a medical board recommends return to the UK (provided the immediate family is eligible for treatment at public expense). Where the medical board also recommends that it is in the immediate family member's interest to be Acc by the Service person, they may both be granted a return journey at public expense to the UK, excluding the cost of their travel within the UK.

(4) If a member of the immediate family officially accompanying a Service person overseas, returns to the UK at public expense for medical treatment on the recommendation of a Senior Medical Officer (sub-paragraph **06.0319a(3)**), including a seriously deaf child returning for specialist treatment (paragraph **06.0329**), the patient and, in the case of a child, an accompanying parent, may be paid the following:

(1) Any necessary travelling expenses (other than taxi fares) incurred between the hospital and temporary accommodation in the UK for the purpose of attending for treatment or for visiting the patient if a child, provided the single journey exceeds 3 miles.



(2) The appropriate rate of Night Subsistence (NS) to assist with the cost of temporary accommodation in the UK, where no Service accommodation can be provided, or the Privately Arranged Rate (PAR) where accommodation was provided by relatives. In addition, the appropriate rate of Daily Subsistence (DS) to which the Service person would have been entitled when a dependant parent necessarily accompanies the child who is the patient. In this case, the child will also be entitled to the appropriate rate.

Payment authorised under **06.0319(4)**1 or 2 is subject to certification by a medical board or Senior Medical Officer that medical treatment in the UK is necessary and, in the case of a patient who is a child, that the presence of a parent is essential, and may be made only where the patient and any accompanying parent is entitled to return at public expense to the overseas station under the normal rules.

(5) On the death of the non-Service spouse/civil partner, the Service person may, at the discretion of the CO, be granted a return journey at public expense to the UK with any accompanying child(ren), when it is necessary for them to make arrangements for the child(ren)'s custody in UK. This additional entitlement will not be applicable when the Service person and the child(ren) have already been returned to the UK or the RoI at public expense to attend the funeral for the non-Service spouse/civil partner in accordance with paragraph **06.0348**.

b. A member of the immediate family who wishes to return to the UK for other reasons before the end of a Service person's assignment overseas will be allowed to do so at public expense, if they would have been so entitled at the end of their assignment, provided that they have resided with the Service person continuously for at least a year during the current assignment and the Service person pays in advance for any extra expense involved in the anticipated passage. The period of one year may be waived in the case of the first move of the family after a break up of a marriage or civil partnership that has resulted in a change of PStat Cat and has been formally recorded on JPA. Should a couple reconcile any travel to reunite the family is at private expense. For all other circumstances the period may only be waived with the prior authority of the CO, if they are satisfied that the reasons necessitating the early return of the immediate family or family member to the UK could not reasonably have been foreseen (e.g. early return to care for ailing parent), and also that the grant of an anticipated passage is not likely to result later in a request to DBS MIL PERS-MIL OPS PACCC for further family passages at public expense.

**06.0320. Arrival in the UK from Overseas.** The following will apply on arrival in the UK from overseas:

a. When the immediate family has been conveyed at public expense from an overseas station to the UK under sub-paragraphs **06.0318a** to **c** or sub-paragraphs **06.0319a(1)** to **(4)** they may also be conveyed at public expense from the point of arrival in the UK to the SFA allocated to them at the Service person's new duty station or, if no SFA is allocated, to any residence in the UK. When conveyance to such an alternative residence is authorised, conveyance to the Service person's

duty station is admissible later if they are expected to remain at the new UK duty station for not less than 183 days.

b. An immediate family granted anticipated passages under sub-paragraph **06.0317b** who arrive in the UK less than 3 months in advance of the Service person, is not entitled to travel at public expense to a SPR. The immediate family however, can be conveyed at public expense to the RWA at the new UK duty station when they subsequently rejoin the Service person.

c. An immediate family which returns to the UK from an overseas station at private expense, other than when travel has been authorised under **Section 6** of this Chapter, is not eligible for travel at public expense from the place of arrival in the UK to a SPR, or from a SPR to the Service person's new duty station in the UK.

## Immediate Family Travel on Termination of Service

### **06.0321. Immediate Family Travel Entitlements on Termination of Service.**

Immediate Service families accompanying their Service spouse/civil partner will have the same entitlements to travel on termination of their Service spouse/civil partner's service as the Service member of the family. The Service spouse/civil partner's entitlement is detailed in **Section 7** of this Chapter.

## Immediate Family Travel for Inter-Assignment Leave

**06.0322. Immediate Family Travel for Inter-Assignment Leave.** An immediate family authorised to accompany a Service person on successive overseas assignments may accompany them on inter-assignment leave at public expense in accordance with **Section 7** of this Chapter, provided that they would have been entitled to be returned to the UK at public expense at the end of the first overseas assignment. There is no entitlement to immediate family leave travel on assignment other than in the above circumstances. Entitlement to conveyance of the immediate family at public expense for assignments within the UK, or from a UK to an overseas assignment, is between the duty station or SPR and the new duty station only. When an immediate family accompanies a Service person in their private motor vehicle on a privately arranged assignment journey which includes relocation leave travel they may claim passenger allowance for immediate family members.

## Authorised Absence

**06.0323. Travel for Authorised Absence in the UK.** The immediate family of a Service person serving in the UK is not entitled to authorised absence travel at public expense except that Service personnel can request that a journey within their own Get You Home (Early Years) travel entitlement may be transferred to immediate family members up to the permitted limit, under the rules set out in **Chapter 7 Section 1**.

**06.0324. Travel for Authorised Absence Overseas.** The immediate family accompanying a Service person serving overseas may be permitted to travel on authorised absence in the following circumstances:

a. When a Service person is granted authorised absence to the UK between 2 complete overseas assignments their immediate family may accompany them at public expense to the UK provided that, if the Service person returned to the home

establishment the immediate family would have been eligible for passage to the UK under paragraph **06.0318**. The immediate family is eligible for a return passage to the new overseas station after the authorised absence only if the conditions of subparagraph **06.0315a** are satisfied at the time the journey is made.

- b. When a Service person is serving in certain overseas stations or diplomatic posts, where authorised absence travel for them and their immediate family is specially authorised.
- c. Under the provisions of Get You Home (Overseas) (see **Chapter 9 Section 11**).
- d. Where travel at public expense to the UK and return is granted under this paragraph, travel within the UK to and from the authorised absence destination is also admissible.

## Service Overseas with Foreign and Commonwealth Forces

**06.0325. Loan Service, Secondment and Exchange Appointments.** The regulations governing movement of immediate families of Service personnel on Loan Service or Secondment are contained in **JSP 468 - Loan and Secondment of Personnel to Commonwealth and Foreign Forces**.

## Travel for Accompanying Employees of Service Personnel

**06.0326. General.** Employees of Service personnel will be allowed travel at public expense subject to the conditions of paragraphs **06.0327** and **06.0328**.

**06.0327. Privately-Funded Employees.** The Commander British Forces of an overseas command may be granted Air Trooping (AT) passages at public expense for 2 civilian privately-funded employees when they are proceeding on a permanent assignment overseas. If their employment is terminated prematurely before the end of the officer's assignment, including where the employee proceeds on a period of mutually agreed absence, their return fare to the UK will not be met at public expense. In addition, if the employee has spent less than 183 days in the overseas duty location, the officer will be liable to refund the MOD the cost of the outward travel of the employee including their baggage and subsistence costs.

**06.0328. Child(ren)'s Nannies, Nurses or Governesses.** With effect from 1 January 2017 the provisions of this paragraph have been withdrawn. Service personnel in receipt of an assignment order dated prior to 1 January 2017, and any Service personnel already employing a nanny, nurse or governess as at 31 December 2016, will retain reserved rights to the provisions of this paragraph until the end of their current (or anticipated) assignment. Travel at public expense for children's nannies, nurses or governesses is limited to COs of major units of over 300 Service personnel. In all other cases the prior approval of DBS MIL PERS-MIL OPS PACCC is required. Where there is an entitlement the following will apply:

- a. A child(ren)'s nanny, nurse or governess may be conveyed at public expense when accompanying the immediate family of an officer appointed to serve as CO of a major unit of over 300 Service personnel, when the immediate family includes a child(ren) under the age of 10 years who are also being conveyed at public

expense. The officer must certify that they intend to continue the employment of the nanny, nurse or governess and that they are a bona fide employee who is not a daughter, son, mother, father, sister or brother of either themselves or their spouse/civil partner.

b. Travel at public expense is not admissible for a child(ren)'s nanny, nurse or governess when accompanying an immediate family proceeding on authorised absence, except where specially authorised by DBS MIL PERS-MIL OPS PACCC.

c. Where a child(ren)'s nanny, nurse or governess is not entitled to be conveyed at public expense under this paragraph, passages may be provided on prepayment of the cost by the Service person concerned.

d. A child(ren)'s nanny, nurse or governess who does not travel with the Service family may still travel at public expense provided that they travel within a period of 14 days after the date on which the immediate family travel on the outward journey and within a period of 14 days before, or 14 days after the date on which the immediate family return to the UK. Any additional accommodation or travel costs arising from the independent travel of the nanny, nurse or governess, such as extra cost due to fares increases or costs in excess of those which would otherwise have been incurred had the nanny, nurse or governess travelled with the immediate family, are not to be met from public funds.

Travel at public expense will normally be limited to one outward and one homeward passage during the officer's assignment. If the employment of a nanny, nurse or governess is terminated prematurely before the end of the officer's assignment, including where the nanny, nurse or governess proceeds on a period of mutually agreed absence, their return fare to the UK will not be met at public expense. In addition, if the nanny, nurse or governess has spent less than 183 days in the overseas duty location, the officer will be liable to refund the MOD the cost of the outward travel of the nanny, nurse or governess including baggage and subsistence cost.

## Travel for Medical Reasons

**06.0329. Medical Treatment.** The following will apply to travel for medical treatment:

a. **Use of Ambulance.** When the use of an ambulance or other similar form of transport to convey a member of the immediate family to hospital or to a medical centre is necessary, it is to be provided free of charge either by the local health authority, or from military sources, if the patient is eligible for treatment at public expense.

b. **Refund of Travelling Expenses in Units Overseas.** DBS MIL PERS-MIL OPS PACCC may authorise payment of travelling expenses incurred when serving overseas when:

(1) Members of the immediate family necessarily incur such expenditure in travelling for treatment to a hospital that serves the overseas station at which the immediate family reside, or which they have been directed to attend.

(2) Satisfied, on the advice of the appropriate medical authority, that a member of the immediate family of a Service person urgently needs medical

or surgical treatment, which is not available locally, travelling expenses will be authorised for a return journey by land to the nearest overseas centre where treatment is available. This authority should not be regarded as an alternative to invaliding back to the UK when that would normally be the proper medical recommendation.

(3) Satisfied, on medical advice, that it is necessary for the child of a Service person to be visited by one of the parents while the child is receiving treatment in hospital, travelling expenses incurred in connection with the visit will be refunded.

**06.0330. Travel of Seriously Deaf Children from Overseas Stations to the UK for Medical Reasons.** A seriously deaf child accompanied by one parent will be allowed to travel to the UK at public expense for the purpose of receiving necessary specialist treatment at the Institute of Audiology or other delegated centre in the UK. Travel will be by RAF Air transport (AT) or charter flights or by other means as provided for in **JSP 800** (Defence Movement and Transportation Manual). Not more than one return journey at public expense will be permitted for each year of the child's residence overseas. There will be no entitlement in any period of 12 months in which a Service person takes mid-assignment or other fare paid authorised absence to the UK. When this entitlement is used sub-paragraphs **06.0319a(3)** and **c** will not apply. For entitlement to other allowances, see sub-paragraph **06.0319a(4)**.

**06.0331. Travel from Overseas to UK for Confinement.** When, on advice from a competent medical authority, a wife/civil partner is returned to the UK for confinement, travel by the appropriate method for a pregnant woman will be at public expense. If the decision to return to the UK for confinement is made by the wife/civil partner, the official method of travel to the UK is authorised.

**06.0332. Travel from Overseas or Within the UK to SFA for a Visit Prior to Adaptation for Special Needs and/or Disability.** When a Service person has received written advice from the housing provider that an appointment to discuss future adaptations has been made, one return journey by the appropriate method of travel and up to a maximum of 2 night's subsistence and accommodation may be claimed at public expense. It is acknowledged that travel plans may need to take into account the disability and, that it may not therefore be feasible to use the cheapest method available. However, either service flights, or the cheapest possible means of travel must be utilised where possible. Publicly funded travel and subsistence for immediate family members residing with the Service person and the person for whom the adaptations are required may be paid to visit a proposed SFA to enable them to meet housing officials/and or medical professionals in advance of a move providing they meet the following criteria:

- a. Have applied for an adapted SFA and been allocated an SFA for adaptation;  
and
- b. Have registered dependants with additional needs and/or disabilities;  
and
- c. Are required by DE/local command housing officials to do so.



## Travel to UK for Service Children Attending Higher Education Amended/Updated

**06.0333. Initial entry into Higher Education. Amended/Updated.** Children of Service personnel permanently assigned overseas who are due to attend, full-time, a nationally accredited establishment (see paragraph 10.0204a) in pursuit of a nationally accredited qualification, will be eligible for one passage only at public expense upon initial entry. For children attending university, this entitlement applies only to those studying a first degree. This journey is to be undertaken by the official method of travel to the airport or port of entry into the UK. The cost of travel between the point of entry to the UK and the accredited establishment will not be funded at public expense. There is no entitlement for either parent to accompany their child. Thereafter, a contribution towards the cost of reuniting children of Service personnel with their parents at duty station overseas is met through School Children's Visits at para 10.0210b. The concession for initial entry to higher education is subject to the following conditions:

- a. The Service parent is serving on an accompanied assignment overseas and the immediate family, including the child concerned, proceeded to the overseas station on a normal family passage at public expense.
- b. Passage will not be permitted during the first 14 days or the last 14 days of an accompanied overseas tour.

**06.0334. Return to the UK for Interview for Children who Officially Accompany Their Parents Overseas.** One passage only at public expense may be granted to children accompanying their Service parent overseas to attend interviews in the UK in connection with entrance to universities or comparable types of academy (such as the Royal College of Music or one of the 3 Service Colleges at Dartmouth, Sandhurst or Cranwell), teachers' training colleges or other full time courses of further education and all mandatory interviews for employment, apprenticeships and/or training for apprenticeships or professions. In order to qualify for a passage under the provisions of this paragraph all of the following conditions must be fulfilled:

- a. The child qualified for an outward family passage at public expense to the overseas station concerned.
- b. The child is aged 15 or over and is officially accompanying and domiciled with their parent(s) overseas, has left school in the overseas area or is due to leave school at the end of the academic year, or is present due to authorised absence at the end of the current academic year, and has not been employed in continuous or regular employment for a period in excess of 12 months.
- c. There is a serious intention to seek entrance to the relevant university or college, or to obtain employment. Evidence must be provided that a decision on the applicant will not be taken without an interview (i.e. a copy of the letter from the college or employer instructing the child to attend for interview).
- d. A certificate is to be obtained from the child's prospective college or employer stating that they will not reimburse the fare.

e. Travel is, wherever possible, to be by RAF AT or charter flights. Where these are not available, economy class air travel at students' concession rates should be used.

f. The parents pay for the cost of surface travel in the UK. Passages under this paragraph are not to be funded at public expense within one month of the end of the Service parents' tour. The alternative of granting an anticipated return passage to the UK in accordance with sub-paragraph **06.0319b** should be considered in all cases. The expense of the return journey to the overseas station is to be incurred only where essential. The need for a child aged 18 or over to return to the overseas station is to be particularly closely examined by the unit CO, whatever the purpose of the interview in the UK.

## Travel to Investitures

**06.0335. Travel to Investitures.** Conveyance at public expense within the UK by the most cost effective means will be allowed for up to 3 guests for whom an investiture ticket has been issued between their place of residence and the place at which the ceremony is being held; no other expenses will be allowed for these journeys. In the case of a posthumous award, conveyance at public expenses within the UK by the most cost effective means will be allowed for a total of up to 4 people (those receiving the award on behalf of the recipient or attending as spectators).

## Travel in the UK for Immediate Families of Service Personnel Under Sentence in the Military Corrective Training Centre (MCTC)

**06.0336. Visitors.** A Service person serving a sentence, which has been confirmed as exceeding 3 months in MCTC, may be visited at public expense by their spouse/civil partner or a close relative resident in the UK 4 weeks after committal and thereafter at monthly intervals. When a sentence is confirmed at 3 months or less, one visit only at public expense during the period of the sentence may be permitted. The conditions, which apply, are:

- a. The spouse/civil partner of the Service person under sentence is in receipt of a Family Maintenance Grant or, although not receiving the Family Maintenance Grant because their own income is adjudged sufficient, has an income approximating to the same level as the Grant; or
- b. The close relative, normally next of kin, is either in receipt of Department for Work and Pensions (DWP) benefits, or a Family Maintenance Grant, or has an income which, in the opinion of the Commandant MCTC, approximates to such benefits.

**06.0337. Rail Travel.** Where travel is by rail, Service arranged tickets will be issued. Where it is not possible for the visitor to complete the journey in one day, NS to cover the cost of overnight accommodation for one night will be admissible (see **Chapter 5 Section 1**).

**06.0338. Extra Visits.** Extra visits at public expense may be allowed for special reasons (e.g. serious illness of the Service person or major domestic reasons) on the authority of the Commandant MCTC.

**06.0339. Visiting Children.** Children of a Service person under sentence may accompany the visiting family member at public expense should this be considered desirable by the Commandant MCTC.

## **Travel for the Spouse/Civil Partner of Service Personnel on Welfare Work**

**06.0340. Welfare Visits.** COs will authorise a spouse/civil partner, up to 5 per major unit and 2 per minor unit, to claim MMA when using their private motor vehicle for travel on welfare visits to Service families. (A major unit constitutes one with 300 or more Service personnel and a minor unit, one with 299 or fewer personnel). Private motor vehicles used on such journeys must be insured in accordance with **Section 4** of this Chapter. Claims are to be made monthly in arrears. Claims made for travel within the UK, within the criteria of this paragraph, attract a liability for both Income Tax and NICs. The Tax and NICs will be met by the MOD and paid by DBS under PSA.

## **FIGLEAF Travel Scheme**

**06.0341. FIGLEAF Travel Scheme.** Service single personnel in their first 3 years of service who have a parent who is also a British Service person or a UK Based Civil Servant resident in Service Families Accommodation in Belgium, Cyprus, Denmark, France, Germany, Gibraltar, Holland, Italy, Luxembourg or Norway, may spend periods of authorised absence with their parents in the overseas country. These Service single personnel also have a public expense travel entitlement as follows:

- a. Those whose duty station is in the UK are entitled to one leave journey in each of their first 3 years of service at public expense, via the official method of service travel, to visit their parents. Each journey will be in lieu of one of their Get You Home (Early Years) (GYH(EY)) (see **Chapter 7 Section 1**) journey entitlement. Service single personnel with no GYH(EY) entitlement will have no entitlement to public expense travel to see their parents within the FIGLEAF Travel Scheme.
- b. Those whose duty station is overseas are entitled to one leave journey at public expense to visit their parents in the country in which they reside. They may travel via UK or direct to the parent's overseas duty station if it can be shown to be cheaper than travelling via the UK. Each journey will be in lieu of their GYH(Overseas) (see **Chapter 9 Section 11**) annual entitlement.

Applications for FIGLEAF Travel Scheme journeys will be made either as applications for GYH(EY) or GYH(Overseas), as appropriate.

## **Families Travel for Casualty and Compassionate Reasons**

**06.0342. Casualty and Compassionate Travel.** The detailed entitlements for family travel for compassionate reasons can be found in **JSP 751** (Joint Casualty and Compassionate Policy and Procedures).

**06.0343. Family Travel for Authorised Dangerously-Ill Forwarding of Relatives (DILFOR) UK Visits.** The detailed entitlements for family travel for authorised DILFOR UK visits can be found in **JSP 751 Part 1 Vol 1**.



**06.0344. Family Travel for Authorised Visits to Very Seriously Ill (VSI) Service Personnel Overseas and VSI/Seriously Ill (SI) in NI.** The detailed entitlements for family travel for authorised visits to VSI Service Personnel Overseas and VSI/SI in NI can be found in **JSP 751 Part 1 Vol 1**.

**06.0345. Family Travel for Authorised Visits to VSI Accompanying Non-Service Spouse/Civil Partner Overseas.** The detailed entitlements for family travel for authorised visits to VSI accompanying Non-Service spouse/civil partner overseas can be found in **JSP 751 Part 1 Vol 1**.

**06.0346. Further Visits to VSI or SI Service Personnel in the UK.** When a Service person remains on the VSI or SI list for a prolonged period and cannot be moved, further visits by not more than 2 persons may be permitted at fortnightly intervals. A further visit may also be permitted if death appears imminent. Travel will be via standard class Service provided ticket or MMA and passenger allowance where applicable may be claimed. The detailed entitlements can be found in **JSP 751 Part 1 Vol 1**.

**06.0347. Family Travel following the Death of a Service Person in the UK.** The detailed entitlements for family travel following the death of a Service person in UK can be found in **JSP 751 Part 1 Vol 2**.

**06.0348. Family Travel following the Death of a Service Person at an Overseas Duty Station.** The detailed entitlements for family travel following the death of a Service person at an overseas duty station can be found in **JSP 751 Part 1 Vol 2**.

**06.0349. Family Travel following the Death of a Service Person who Dies whilst on Authorised Absence.** The detailed entitlements for family travel following the death of a Service person who dies whilst on authorised absence can be found in **JSP 751 Part 1 Vol 2**.

**06.0350. Family Travel following the Death Overseas of a Member of the Women's Royal Voluntary Service (WRVS), Soldiers, Sailors, Airmen and Families Association (SSAFA) or British Red Cross Society (BRCS).** The detailed entitlements for family travel following the death overseas of a member of the WRVS, SSAFA or BRCS overseas can be found in **JSP 751 Part 1 Vol 2**.

**06.0351. Family Travel to Attend a Funeral in the UK/Republic of Ireland of an Immediate Family Member Who Dies Overseas.** The detailed entitlements for family travel to attend a funeral in the UK/Republic of Ireland of a member of the immediate family who dies overseas can be found in **JSP 751 Part 1 Vol 2**.

**06.0352. Family Travel to the UK Following the Death of a Child Overseas and Repatriation of the Child's Body to the UK.** The detailed entitlements for family travel following the death of a child overseas and the repatriation of the child's body to the UK can be found in **JSP 751 Part 1 Vol 2**.

**06.0353. Attendance by Family Members at Inquests into Deaths Attributable to Service.** Detailed regulations for entitlement to travel and subsistence for the attendance of family members at inquests (or equivalents such as fatal accident inquiries as in Scotland) into the deaths of Service personnel that have been attributed to their service are detailed in **JSP 751 Part 1 Vol 2**. These travel and subsistence payments are not liable for Income Tax and NICs.

## Accompanying Duty Travel by Spouses/Civil Partners

**06.0354. General.** This section does not apply to travel in connection with postings, investitures, medical and other compassionate cases. Travel and subsistence costs may only be met from public funds where the approving authority is satisfied that the spouse's/civil partner's presence is clearly in the Defence interest and contributes towards Defence objectives. In all cases the most cost effective method of travel is to be used. Where the use of public funds is not appropriate, a SP may wish to be accompanied at their own expense. In such cases, the SP must ensure that accepting the host's hospitality on behalf of their spouse/civil partner does not contravene the Department's rules on gifts, rewards and hospitality, and that it is not likely to create an expectation of reciprocal arrangements in the UK, or in the country in which the SP is serving, on a later occasion.

Travel within the UK, or within the country in which the SP is serving (not between the two, which is regarded as overseas travel), is restricted to the spouse/civil partner of one-star SP and above and their equivalents or, exceptionally, to officers-in-command below that level. In general, such travel will only be permitted where:

- a. The SP is representing HMG, MOD or a CinC/GOC (or equivalent) and an official invitation has been extended to the SP's spouse/civil partner, and the spouse/civil partner has a clear complimentary role to play.
- b. The SP is making a duty visit to a Service unit under his or her direct command and has significant welfare responsibilities for a number of Service families in that location.

**06.0355. Command Annual Conference.** Spouses/civil partners may accompany SP who are attending a Command's annual conference if welfare matters are to feature significantly on the agenda. This applies to travel within the UK, and for SP based overseas, travelling to and from the UK. This authority is subject to the annual conference being the one occasion per Financial Year that spouses/civil partners attend a Command function at public expenses on the basis of welfare content.

**06.0356. Overseas Accompanied Travel.** Overseas accompanied travel is restricted to High Level Political Military (HLPM) visits undertaken by members of the Defence Council. No other SP may be accompanied by their spouse or civil partner at public expense whilst undertaking an overseas visit.

**06.0357. Approvals.** The Director of Resources for the SP's budgetary area will act as the authority for approving travel within national boundaries and for Overseas accompanied travel in connection with HLMP visits and Command conferences. No authority exists for Director of Resources to approve overseas accompanied travel other than that associated with annual Command conferences or HLMP visits. Travel requests should be submitted to the TLB Director of Resources and should state the Defence interest in the spouse's/civil partner's presence, inclusive of the full travel costs.

## Rates

**06.0358. Rates.** Service arranged tickets will normally be issued for family travel entitlements. Where there is an entitlement to claim MMA, the rates will have been calculated by CDP(AF Rem) Allces in accordance with the methodology in **Section 4** of this Chapter. All the above rates are published in the annual Directed Letter “Rates of Entitlement for Allowances for Service Personnel”. The current rates are shown in **Chapter 3 Section 1.**

## Method of Claim

**06.0359. Method of Claim.** Claims for MMA will be processed via the JPA Expense Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Where there is an entitlement for spouses/civil partners to claim MMA or other actual travel costs (e.g. bus fares) for duty journeys such as conducting welfare visits they are to complete a manual JPA Form F016.

## Method of Payment

**06.0360. Method of Payment.** All MMA entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person’s nominated bank account. Entitlements for spouses/civil partners to claim MMA or other actual travel costs (e.g. bus fares) for duty journeys will be paid locally via the unit Imprest/Public account using a receipted JPA Form F016 to support the account.

# Chapter 6 Section 4 – Motor Mileage Allowance

## General

**06.0401. Aim.** The aim of Motor Mileage Allowance (MMA) is to assist personnel authorised to undertake duty travel using a private motor vehicle with the cost of those journeys.

**06.0402. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Sections 337 to 339 MMA is non-taxable.

## Eligibility

**06.0403. Eligible Service Personnel.** All Service personnel (including Reserve personnel, and Sponsored Reserves only during periods when their individual costs are met by the MOD), who have been granted authority to use their private motor vehicle to undertake journeys as part of their Service duties, are eligible to claim MMA.

## Entitlement to Claim MMA

**06.0404. Authorised Duty Journeys.** MMA will be paid for the authorised duty journeys detailed in **Section 7** of this Chapter.

## Private Car Rate

**06.0405. General.** SP may use their private motor vehicle provided the requirements of JSP 800 Vol 5 leaflet 49, as outlined in paragraph **06.0412**, have been met and a completed and authorised FMT 1000 is held<sup>1</sup>. Duty travel must be conducted from SP's alternative work address in the UK or Duty Station. Service personnel may use their private motor vehicles and claim MMA in the following circumstances:

- a. For journeys where there is no spare seat available in a Service or private motor vehicle already scheduled to undertake a journey in the required direction and, although public transport could be used without the undue detriment to the interests of the Service, the use of a private motor vehicle is considered reasonable.
- b. When authorised by their CO for specific journeys within the unit boundaries. This includes any journey to any part of the unit notwithstanding that the public highway might have to be used.
- c. On change of duty station<sup>2</sup> within the UK, within an overseas theatre, or on change of duty station on assignment to/from the UK and NWE<sup>3</sup>.

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<sup>1</sup> SP wishing to use their Private Owned Vehicle on MOD business must have a completed and authorised FMT 1000 in accordance with leaflet 49 of JSP 800 Vol 5.

<sup>2</sup> For change of duty station on assignment there is no requirement for a FMT 1000.

<sup>3</sup> For duty travel on assignment purposes, NWE is defined as Denmark, Germany, France, Belgium and the Netherlands.

- d. When proceeding on temporary duty, attachment or on a course of instruction to which the Service person is not permanently assigned.
- e. On journeys for the educational purposes outlined at **Section 7** of this Chapter.
- f. When proceeding to and from hospitals for medical treatment.
- g. On journeys in connection with official sport (see **Section 1** of this Chapter).

**06.0406. Double Journeys.** When the private motor vehicle of a Service person has been authorised for use on a journey, as Service transport is not available or appropriate, but is driven on the outward or return journey by another person because the Service person was not present (e.g. when the vehicle is used for a journey to or from an airport) or is incapable of driving it (where they are an inpatient in a secondary care medical facility and due to the nature of their injuries they are unable to drive), MMA is payable for those parts of the journey when the Service person was not present provided that:

- a. The whole or part of the journey for which the Service person was present qualifies for MMA, and
- b. The double journey was in the interests of the Service.

**06.0407. Borrowed or Hired Cars.** MMA will be paid for journeys made in privately borrowed or hired motor vehicles which are self-driven provided that:

- a. The Service person paid for the hire of the car personally and any outstanding charges incurred; and
- b. The insurance of the vehicle meets the requirements of paragraph **06.0412**.

**06.0408. Service Person and Spouse/Civil Partner Owning Separate Cars.** Where a Service person and spouse/civil partner each own a private motor vehicle, MMA may be paid in respect of both motor vehicles for assignment journeys within the UK and within overseas theatres. A Service person and their respective spouse/civil partner travelling on permanent assignment to/from UK and NWE will also have an entitlement to claim MMA. Mileage allowance will not be paid in respect of any private motor vehicle belonging to any other member of the household.

## Miscellaneous Expenses

**06.0409. Passengers.** Both within the UK and overseas a supplement passenger allowance is payable for each passenger whose travel costs would have been paid from public funds. Passenger allowance will not be paid for travel in/on any vehicle designed specifically for one person (e.g. solo motorcycles).

**06.0410. Additional Fees.** Service personnel using their private motor vehicle on journeys qualifying for the payment of MMA will also be repaid any of the following reasonable charges necessarily incurred:

- a. Parking fees.
- b. Tolls.

- c. Inland ferry charges.
- d. Parking meter charges.
- e. Garage expenses if necessarily detained overnight.
- f. Daily Congestion Charges. (See Chapter 8 Sect 2)

## Conditions

**06.0411. Duty Journeys Starting or Ending at the RWA by Claimants of Automated Home to Duty Travel.** Service personnel in receipt of automated HDT (see **Chapter 7 Section 3**) who undertake duty journeys to locations other than their permanent duty station, which start or end at their RWA, will be required to abate any claim received by the daily HDT rate.

**06.0412. Insurance Cover.** A Service person who uses their private motor vehicle for authorised duty journeys must ensure an F/MT 102 has been completed and that the private motor vehicle is insured for business use, has valid Road Tax and a current MoT, and that all are valid on the date the duty journey is undertaken. However, Service personnel using their private motor vehicle for a permanent assignment (or mid-assignment) move are to check with their insurance company that a move to their new accommodation is covered under Social, Domestic and Pleasure usage.

**06.0413. Supporting Documentation and Audit.** A Service person claiming MMA must retain a copy of the authorised FMT 1000 (see paragraph **06.0405**), and a copy of their insurance policy, to support the claim. These items must be retained for 24 months and be produced for inspection, when required, for audit checks.

## Use of Bicycles for Duty Travel

**06.0414. General.** Service personnel who use a private bicycle for duty journeys will be granted MMA at the published rates for bicycles. The current rates are at **Chapter 3 Section 1**.

## Rates

**06.0415. Rate Calculation Methodology.** Fractions of miles are to be mathematically rounded up or down to the nearest whole mile (i.e. <1.4 miles = 1 mile, >1.5 = 2 miles). The rates of MMA are calculated annually by CDP(AF Rem) Allces (as at 1<sup>st</sup> April) using the methodology as follows:

- a. **Overseas MMA.** The Overseas rates of MMA are produced by DGCP HR Ops, usually annually wef 1 October and include “Duty Free” and “Duty Paid” rates for some countries. The rate used should depend on whether the claimant used “Duty Free” (e.g. purchased with petrol coupons) or “Duty Paid” fuel for their duty journey.
- b. **Passenger Allowance Rate.** The passenger allowance rate is a nominal rate which makes a token payment towards the increased fuel cost and wear and tear resulting from carrying a passenger on an authorised journey (see paragraph



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**06.0409.** The rate is not changed annually but is reviewed every 5 years by CDP(AF Rem) Allces to determine whether it is still valid. The rate must remain beneath the HMRC Passenger Allowance cap per mile.

c. **Sports Equipment Supplement.** This supplement is a nominal rate which makes a token payment towards the cost of any abnormal deterioration to the interior of the vehicle caused by carrying the equipment. The rate is not changed annually but is reviewed every 5 years by CDP(AF Rem) Allces to determine whether it is still valid.

All the above rates (except the Overseas rates of MMA) are published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are shown in **Chapter 3 Section 1**. The Overseas rates of MMA are published separately by CDP(AF Rem) Allces Directed Letter.

## Method of Claim

**06.0416. Method of Claim.** Claims for MMA will be processed via the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto a JPA Form F016a which will then be despatched to JPAC for input to JPA.

## Method of Payment

**06.0417. Method of Payment.** All MMA entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Chapter 6 Section 5 – Nepal (Gurkha) Trek Allowance

### General

**06.0501. Aim.** The aim of Nepal (Gurkha) Trek Allowance is to cover costs incurred by Service personnel undertaking duty treks<sup>1</sup> within Nepal. In addition, those Gurkha Service personnel, and where applicable their immediate family, who, having chosen to be discharged in Nepal, and have an expectation to travel by trekking within country on terminal leave prior to final date of discharge, may claim this allowance.

**06.0502. Income Tax and National Insurance Contributions (NICs).** Nepal (Gurkha) Trek Allowance is non-taxable.

**06.0503. Compassionate Leave.** HQ BGN arrange terminal travel in accordance with JSP 751. Where this involves movement for Compassionate A and B category individuals by means of trekking then this allowance may be paid.

### Rates

**06.0504. Calculation of Rates.** Nepal (Gurkha) Trek Allowance is a daily allowance calculated by HQ BGN using average costs of a basket of goods and food that is required and porter rates in both east and west Nepal. HQ BGN notifies the revised rates to Army Pers RemPol and CDP(AF Rem) Allces promulgate them in their annual Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are at **Chapter 3 Section 1.**

### Method of Claim

**06.0505. Method of Claim.** Claims for Nepal (Gurkha) Trek Allowance are to be submitted to RAO BGN at least one month prior to the requested commencement of the duty. The unit HR admin staff are to complete an 'Assessment of Payment' at this time.

### Method of Payment

**06.0506. Method of Payment.** Any entitlement to the allowance detailed in this section will be paid in advance by HQ BGN.

### Calculation of Entitlement

**06.0507. Duration Calculation.** Entitlement to the allowance is based on the duration of the trek, or the trek element of any overall duty journey. Treks of 7 days or less are entitled to 1 payment of the Initial Rate and the relevant number of additional Daily Rates (not including the day for which the Initial Rate is paid). Where treks are for longer than 7 days duration the Initial Rate may be drawn again for the 8<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup> day etc with the Daily Rate being drawn for all subsequent days. Hence a Service Person undertaking an 18 day duty trek, including 1 preparation and 1 cleaning day, would be entitled to draw 3

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<sup>1</sup> Such as those undertaken for the purposes of pension payment and recruiting.



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Initial Rates and a further 15 Daily Rates for their Guides/Porters. Service Personnel are not to be included in the calculations for prep and cleaning days although they are entitled to the allowance for all trekking days therefore in this example they would be entitled to claim for 3 Initial Rates and 13 Daily Rates.

**06.0508. Overall Entitlement Calculation.** Once the duration calculation, as described in para **06.0507** above, has been completed the total value is to be multiplied by the number of eligible personnel taking part in the trek.

## Chapter 6 Section 6 – Privately Arranged Passage Amended/Updated

### General

**06.0601. Aim.** The aim of a Privately Arranged Passage (PAP) is to provide assistance towards the travel costs incurred by Service personnel and accompanying immediate family when they are required to make a duty journey on assignment but, for personal reasons, they choose to travel by other than the recognised flight route<sup>1</sup>.

**06.0602. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Sections 370 to 371 PAPs are non-taxable.

**06.0603. Application.** The principles of duty travel at **Section 7** of this Chapter apply equally to PAP travel, in that PAP journeys must be;

- a. Undertaken via a broadly similar route between the 2 duty stations.
- b. Be conducted by the most economical means of travel.

**06.0604. Insurance.** Personnel are regarded as being on duty for the duration of an official passage arranged by the MoD. However, when electing to travel by personally arranged means, SP are regarded as on leave for the duration of a PAP journey and are not covered by MoD indemnity. As such personnel are advised to take out adequate insurance to meet any cancellation, medical and hospital expenses that may arise during the PAP, as these will not be covered by MOD indemnity in countries other than the duty station.

### Eligibility

**06.0605. Eligible Personnel.** Regular Service personnel, FTRS (FC) and their accompanying immediate families are eligible to apply for a PAP when entitled to be conveyed at public expense to an overseas assignment.

### Ineligibility

**06.0606. Medical Conditions.** If a Service person, or a member of their immediate family, is unable to travel to a new overseas assignment by the official method of transport because of a medical condition, this is not a PAP. Instead, providing the journey has been authorised, in writing, in advance of travel by the Senior Medical Officer and the Commanding Officer, they may reclaim actual travel costs for the family travelling together. Travel must be by the most economical means, and subsistence and accommodation costs will be authorised only for the minimum duration necessary. They may also use Service travel arrangements, booking facilities or vehicles if required.

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<sup>1</sup> This includes travel by alternative route, transport or a different class of travel.

## Conditions

### 06.0607. PAP Restrictions. Amended/Updated

- a. PAP may only be granted in lieu of a flight where the recognised form of travel on assignment is by standard commercial flight.
- b. PAP may not be granted where the recognised form of travel on assignment is by RAF operated or MOD chartered aircraft, or by commercial aircraft on which MOD has block booked seats<sup>2</sup>. Such destinations currently include, but are not limited to; Cyprus, Ascension and the Falkland Islands.
- c. Where the recognised form of travel on assignment to an overseas duty station is by private motor vehicle or hire car, PAP is not permissible. In these circumstances travel on assignment is deemed to be normal duty travel, and will be reimbursed at duty travel rates by the most direct route instead.
- d. PAP refunds are capped at the costs of the official mode of travel (including terminal travel at either end) at non-flexible economy class rates only, by the most direct route between the 2 duty stations, per eligible member of immediate family.
- e. Accommodation and subsistence expenses may not form any part of any PAP claim. All such expenses are the personal liability of the SP. Expenses such as ferries and tolls may form part of the claim, but parking fees may not.
- f. Where a journey is split into 2 or more stages, part PAP may be granted for any individual stage i.e. if 2 consecutive flights are required, the SP may request a part PAP in lieu of the first flight, and then take the official flight for the second stage journey.
- g. PAP journeys by private motor vehicle will be refunded at the MMA rate plus passenger rates.
- h. PAP will be limited to a refund of expenses incurred by one private motor vehicle only.

**06.0608. PAP Journey Start Points.** PAPs are regarded as starting at the duty station or RWA, and ending at the next duty station or RWA. But the overall PAP reimbursement will be capped at the costs of the most economical method of travel between the two by the most direct route.

**06.0609. Method of Claim.** Service personnel and/or immediate family members who wish to undertake a PAP are required to complete an 'Authority and Entitlement Certificate' (**Annex A** to this Section for Service personnel and **Annex B** for immediate family members), which is to be submitted to their CO at least 6 weeks in advance of the date when the official journey is required. When Service personnel are required to proceed on assignment at short notice, and an assignment order has not yet been received, the written approval of the assignment authority must be obtained in addition to the CO's approval.

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<sup>2</sup> Unless PAP Self Drive is being used in lieu of Overseas Private Vehicle Provision (OPVP), see [Ch 6 Sect 12.](#)

**06.0610. Completion and Authorisation of the Entitlement Certificate.** The 'Authority and Entitlement Certificate' is in 2 Parts. Part 1 is to be completed by the applicant. Part 2 the authorisation, is to be completed by an appropriately delegated administrator not below OR-6 and authorised by the CO. The completed Entitlement Certificates are to be copied and distributed as shown on the Certificates. When a PAP is authorised, any previous requests for officially arranged passages are to be cancelled by the unit HR admin staff as detailed in **JSP 800**.

a. **Obtaining Travel Quotes**, Unit HR admin staff are to submit a written request to the MSS Relocations Services Families Section [UKSTRATCOM-DefSp-DSCOM-FamSec@mod.gov.uk](mailto:UKSTRATCOM-DefSp-DSCOM-FamSec@mod.gov.uk) (webpage) for an estimate of the cost of the officially arranged tickets at non flexible economy class rates. MSS Families Section will provide;

(1) Confirmation that seats on a RAF operated or MOD charter plane (or commercial aircraft on which MOD has block booked seats) are not available at any time within a week of the requested date of travel.

(2) A quote for the cost of non-flexible economy class tickets by standard commercial flights including the appropriate baggage allowance 'entitlement' iaw JSP 800 Part 2 Chap 6 Para 13.

b. **Terminal Travel.** Once HR admin staff have obtained the cost of the flights as described above they should estimate the terminal travel costs (if any) at each end of the official journey, excluding any subsistence and accommodation entitlements that would be associated with the officially arranged passage. Terminal travel should be assessed at MMA.

c. **Authorisation.** The overall costs that may be claimed under PAP will be capped at the total sum of the flights quote plus the terminal travel quote. This is the sum that should be entered into the authorisation certificate.

**06.0611. Advances of Pay.** No advance of pay is permissible for the costs associated with the PAP. The full cost of a PAP must be borne initially by the Service person, who must make all their own private travel arrangements, including insurance.

**06.0612. Visas and Passports.** Transit or tourist visa requirements for countries en route must be obtained privately and at private expense. The prohibition of use of official channels does not extend to provision of passports, certificates of status and entry visas specifically required for the country in which the new duty station is located. Application for passports/visas required for the new duty station should be made in the normal way (see **Chapter 9 Section 13**).

**06.0613. Use of Official Movement Organisations.** Applicants are to note that if permission is granted for PAP or Part PAP, they are not allowed to make use of any Service travel arrangements, booking facilities or vehicles for that stage of the journey. Any breach of this rule will affect the consequent refund of expenses.

**06.0614. Method of Payment. Amended/Updated.** All PAP refunds claims are made via the JPA Claim system and will be paid direct to the Service person's nominated bank account. Full details of the estimated costs for the official journey and receipts for the actual costs must be retained by the Service person for a minimum of 24 months for audit purposes.

## **Annexes**

- A. Authority and Entitlement Certificate - Privately Arranged Passage - Service Person.
- B. Authority and Entitlement Certificate - Privately Arranged Passage - Immediate Service Family.

Annex A to Section 6 of Chapter 6

**AUTHORITY AND ENTITLEMENT CERTIFICATE  
PRIVATELY ARRANGED PASSAGE - SERVICE PERSON**

**Part 1** (*To be completed by applicant*)

Rank	Initials	Surname	Number							

Branch/Trade \_\_\_\_\_ Date of Birth \_\_\_\_\_

Present Duty Station \_\_\_\_\_

New Duty Station \_\_\_\_\_ Date due to arrive \_\_\_\_\_

1. Date of Channel crossing (*if applicable*): \_\_\_\_\_
2. Intended date of departure from present duty station: \_\_\_\_\_
3. I shall be accompanied by: \_\_\_\_\_

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4. Full details of proposed method of travel and itinerary (with contact addresses, if known):

5. Leave address in the UK (From \_\_\_\_\_ To \_\_\_\_\_):

6. I request authority for a PAP in accordance with JSP 752 **Chapter 6 Section 6**.

7. I understand that it is entirely my own responsibility to make all arrangements for the journey, without recourse to a Service movements organisation, including the provision of a passport (see paragraph **06.0612**), and any transit or tourist visa(s) that may be required for travel in countries en route to the new duty station, foreign currency, etc, and that I am to arrive at my new duty station by the date given above.

8. I also understand that all expenses incurred in travelling by private arrangements are initially my own responsibility and that the payment of any subsequent reimbursement from public funds will be governed by the terms of current regulations.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Annex A to Section 6 of Chapter 6**

**Part 2 - Unit Authorisation PAP for SP**

9. I certify that:

- a. No MOD Charter or RAF operated aircraft, or commercial flights on which MOD has block booked seats, are flying between the 2 locations on the date requested.
- b. The Service person is entitled to a passage at public expense from \_\_\_\_\_ (Place of departure) to \_\_\_\_\_ (Place of destination).
- c. The arrangements made for the journey are considered to be adequate.
- d. To the best of my knowledge, the particulars given above are correct.

10. I authorise the requested PAP, for a claim limited to a maximum sum of £\_\_\_\_\_

Authorisation by Commanding Officer:

	Signature	_____
	Name	_____
	Appointment	_____
Date	Rank	_____

This completed certificate is to be retained by the Service person to support any subsequent claim for reimbursement of PAP expenses from public funds.

Distribution:

Original:       Returned to Service applicant.  
Duplicate:      Retained for unit records.

Note: Any official travel already booked for this authorised privately arranged passage is to be cancelled immediately by the unit HR admin staff.

Annex B to Section 6 of Chapter 6

**AUTHORITY AND ENTITLEMENT CERTIFICATE  
PRIVATELY ARRANGED PASSAGE - IMMEDIATE SERVICE FAMILY**

**Part 1** ( To be completed by the applicant)

Rank	Initials	Surname	Number							

Branch/Trade \_\_\_\_\_ Date of Birth \_\_\_\_\_

Present Duty Station \_\_\_\_\_

New Duty Station \_\_\_\_\_ Date due to arrive \_\_\_\_\_

Current Assignment expiry date \_\_\_\_\_

1. Immediate family members proposing to travel:

a. \*Spouse/Civil Partner

(State: "Spouse/Civil Partner", or "Spouse/Civil Partner only" if no children, "Intended Spouse/Civil Partner" or "Widower/Widow/Surviving Civil Partner" as appropriate)

Name & Initials \_\_\_\_\_

b. Children. (If child is expected stated "Expected" and date. If none, state "None")

Sex	Date of Birth	Name & Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*c. Dependent relative (state name, sex and relationship):

\_\_\_\_\_  
\_\_\_\_\_

\*d. Others (specify):

\_\_\_\_\_  
\_\_\_\_\_

2. Present address of the immediate family:



**Annex B to Section 6 of Chapter 6**

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3. Details of proposed travelling arrangements:

a. Journey: From: \_\_\_\_\_ (Place) \_\_\_\_\_ (Date of Dep)  
To: \_\_\_\_\_ (Destination) \_\_\_\_\_ (Date of Arr)

b. Method of travel: \_\_\_\_\_

c. Itinerary: (If by land state countries through which the immediate family will travel, and places and dates of overnight stops):

4. Certificate. I certify as follows:

a. Tickets/confirmation of booking for the journey will be obtained from (agent's name and address):

b. Arrangements for transport and accommodation for the journey \*will be/have been made with (state name and address of motoring/travel organisation):

c. My immediate family is in possession of sufficient funds to meet the cost of the journey.

d. My immediate family will be in possession of sufficient funds to maintain themselves throughout the journey, including foreign currency.

e. Insurance, passports and any necessary transit or tourists visas \*have been/will be obtained for each member of my immediate family, to cover travel in countries en route to the new duty station.

f. All members of my immediate family are medically fit to reside at their intended destination.

g. I have read and fully understand the provisions of JSP 752 **Chapter 6 Section 6.**

h. I understand that I shall be entirely responsible for making all the arrangements for my immediate family's journey, and that they travel at their own risk and expense throughout; further, that no assistance will be given by the Service Movement Authorities for the provision of accommodation and food en route.

\*i. I understand that approval of private arrangements for my immediate family's passage will, where appropriate, also be subject to their call-forward to my overseas station.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Annex B to Section 6 of Chapter 6**

*\*Delete inappropriate item.*

**Part 2 - Authorisation**

5. I certify as follows:

- a. To the best of my knowledge, the particulars given above are correct.
- b. All members of the applicant's immediate family are entitled to passage at public expense (\*except his/her child(ren) over 18 years of age, \*his/her dependant relative, and \*his/her children's nurse) from \_\_\_\_\_ (place of departure) to \_\_\_\_\_ (Place of destination).
- c. All members of the immediate family are medically fit to reside at their intended destination.
- d. The arrangements made for the journey are considered to be adequate.
- e. \*The call-forward of the immediate family has been authorized.
- f. No MOD Charter or RAF operated aircraft, or commercial flights on which MOD has block booked seats, are flying between the 2 locations on the date requested.

*\*Delete inappropriate item.*

6. If travelling together, details of the maximum allowable PAP claim for family members are to be included within the PAP quote for the SP). If family members travel independently, their PAP claim is limited to a maximum sum of £\_\_\_\_\_

I authorise the requested PAP

Authorisation by Commanding Officer:

	Signature	_____
	Name	_____
	Appointment	_____
Date _____	Rank	_____

This completed certificate is to be retained by the Service applicant to support any subsequent claim for reimbursement of PAP expenses from public funds.

Distribution:

Original: Returned to the Service applicant.  
Copy 1: To DPRC together with F/Mov/564.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**Annex B to Section 6 of Chapter 6**

Copy 2: Retained for unit records.

## Chapter 6 Section 7 – Duty Travel

### General

**06.0701. Principles of Duty Travel.** A duty journey is one that is undertaken on official MOD business. This can take a variety of forms (e.g. travel to a new unit on change of assignment, travel to official meetings/courses). These journeys should be undertaken via the recognised direct route and in the most economical manner taking into account the class of travel entitlements contained in the relevant parts of JSP 800. In taking economy into account, the business needs should also be considered (e.g. it may be more effective to fly to a location for a meeting and be able to return the same day than to take a train if overnight subsistence is required). All forms of transport may be used; these include air, rail, coach, Service vehicle, hire car and private vehicle. Specific rules apply to various types of duty journey; those rules are contained within this Chapter. All duty journeys will be made at public expense.

**06.0702. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Sections 337 to 339 duty travel is non-taxable except where otherwise stated in individual Sections in this Chapter. Where there is an Income Tax and NICs liability, this will be met by MOD and paid by DBS under a PSA.

**06.0703 Duty Travel and Remote Working.** Service Personnel who have agreed an alternative working arrangement with their chain of command may undertake duty travel from their Alternative Working Address (AWA) in the UK. For SP remote working overseas, duty travel is limited to the return journey from the point of entry in the UK to the duty station. (see Chapter 2 Section 1 paragraph 02.0105).

### CONDITIONS

#### Joining, Transferring Between, Leaving and Rejoining the Services

**06.0704. Personnel Living Within the UK who Join the Services.** Personnel who live within the UK and are required to take a test or other examination with a view to acceptance for enlistment, re-enlistment, commissioning or re-commissioning, are entitled to return travel at public expense between their home and the place of examination. Those accepted into the Services are entitled to return travel, if appropriate, at public expense from their home to their place of attestation. Those who have returned home after attestation are entitled to travel to their first place of duty at public expense. Those who are subsequently discharged from initial training will be conveyed at public expense for the return journey to their former home.

**06.0705. Personnel Living Outside the UK who Join the UK Armed Forces.** There is no entitlement to travel at public expense when personnel living overseas travel between their home and any overseas location where they are required to take a test or other examination with a view to acceptance for enlistment, re-enlistment, commissioning or re-commissioning. Those found suitable for acceptance into the UK Armed Forces are required to pay any subsequent travel costs between their home and place of attestation. Those who attest overseas are subsequently entitled to travel from their place of residence overseas to their first place of duty at public expense. Those who were entitled to travel at public expense from overseas to their first place of duty, who are subsequently discharged

from initial training will be conveyed at public expense for the return journey to their former home in their country of origin.

**06.0706. Personnel who Transfer Between the UK Armed Forces.** A Service person who is already serving within one of the UK Armed Forces is, on transfer to another, entitled to travel for the necessary journey between the 2 at public expense.

**06.0707. Travel Entitlements on Termination of Service.** If service is terminated at a Service person's own request, travel at public expense to where they intend to live will not be allowed unless the Service person has completed more than 4 years' service. When service is terminated on completion of a normal engagement or for other Service reasons such as discharge due to misconduct, or on administrative grounds, the following entitlements apply to the Service person and their accompanying immediate family:

- a. **Service Personnel Attested in the UK and Serving in the UK.** A Service person, on termination of service, is entitled to travel at public expense from their last place of duty to a Selected Place of Residence (SPR) in the UK (or the Republic of Ireland if they were recruited from, or are normally domiciled, there). Where the Service person chooses to settle overseas, they will be entitled to travel at public expense from their last place of duty to the point of departure from the UK.
- b. **Service Personnel Attested in the UK and Serving Overseas.** A Service person, on termination of service while serving overseas, is entitled to travel at public expense from their last place of duty to a Selected Place of Residence (SPR) in the UK (or the Republic of Ireland if they were recruited from, or are normally domiciled, there). Where the Service person chooses to settle overseas, they will be entitled to travel at public expense from their last place of duty to the overseas location of their choice, up to the notional cost of a move from the overseas duty station to Catterick Garrison.
- c. **Service Personnel Attested Overseas and Serving in the UK.** On termination of service, Service personnel who were conveyed at public expense to the UK can return to their home in the country from which they were attested at public expense. Where the Service person chooses to settle in another country overseas, they will be entitled to travel at public expense from their last place of duty to that overseas location up to the cost of the move from the UK to their home in their country of origin. Where the Service person chooses to settle in the UK, they will be entitled to travel at public expense from their last place of duty to a SPR in the UK. If their service is being terminated prematurely by purchase or for misconduct, their application for conveyance to a place of residence overseas is to be referred to DBS MIL PERS-MIL OPS PACCC for a decision.
- d. **Service Personnel Attested Overseas and Serving Overseas.** On termination of service overseas, Service personnel who were conveyed at public expense to the UK can return to their home in the country from which they were attested at public expense. Where the Service person chooses to settle in another country overseas, they will be entitled to travel at public expense from their last place of duty overseas to that alternative overseas location up to the cost of the move from the overseas country where they are serving to their home in their country of origin. Where the Service person chooses to settle in the UK, they will be entitled to travel at public expense from their last overseas duty station to a SPR in the UK. If their service is being terminated prematurely by purchase or for

misconduct, their application for conveyance to a place of residence overseas is to be referred to DBS MIL PERS-MIL OPS PACCC for a decision.

**06.0708. Recall From the Reserve.** When an ex-Service person is recalled for further service, or summoned to attend for a medical board or trade test, travelling expenses to and from their home will be refunded.

**06.0709. Voluntary Re-employment.** A Service person who volunteers, and is accepted, for re-employment with the Regular Services may be granted travel at public expense in accordance with paragraph **06.0703**.

## **Pre-assignment Recce Visits on Permanent Assignment Overseas.**

**06.0710. Intent.** The intent of Pre-assignment recces is to assist Service personnel who are assigned to a singleton appointment and/or a remote location and are to be by exception only. Where it is considered justifiable by the Service person's Commanding Officer and subsequently authorised by the single Service two star Director Resources, authority may be given for a pre-assignment recce visit.

**06.0711. Entitlement.** The entitlement is for travel by the most economical route and subsistence for up to four nights for the Service person and, if accompanied on the assignment, their spouse /civil partner. If subsistence is used, funding should be charged to the gaining Unit's UIN as the four nights will be deducted from the arrival in-country entitlement to subsistence<sup>1</sup>.

**06.0712. Groups Excluded from Pre-assignment Recce Visits.** Locations where there is firm base support are excluded from pre-assignment recces. Firm base support refers to in-country military command and administrative support. Countries such as Germany, Cyprus, Gibraltar, USA, Nepal and Brunei and large formation headquarters such as SHAPE, training establishments such as Collective Training Group and where there is a fixed European Joint Support Unit (EJSU) hub (i.e. national Support Elements (NSE)) are out of scope.

**06.0713. Process for Agreement by CO.** Once a SP has an assignment order to an overseas location where there is no firm base support, they should discuss their entitlement to a pre-assignment recce with the CO of their new unit. In considering entitlement, the CO should apply military judgement to identify if there is a justifiable reason for a visit at public expense. As a general principal, the entitlement should be *by exception only*. In making the decision, the CO should consider the following criteria;

- a. The recce visit should be sufficiently in advance of the assignment to add value;
- b. The security situation; is it likely that there will be lifestyle restrictions;
- c. Pronounced cultural differences which may bring lifestyle restrictions or require understanding/awareness prior to arrival in country (e.g. Sharia);

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<sup>1</sup> JSP 752 Chapter 5, Section 1 – paragraphs 05.0167 refers.

- d. Education; age of any accompanying children/ is there a choice of schools/ requirement for registration in advance of the assignment;
- e. Accommodation – for example, if taking over from the present incumbent, a recce is unlikely to be required;
- f. In-country military support ahead of arrival – for example, what is the number of UK SP in the location; if there are a reasonable number, there should be sufficient information available without the need for a recce;
- g. The level of personal intervention by the assignee to prepare for the arrival of their family; has there been sufficient engagement to support a recce?

**06.0714. Process for Authorisation by Two Star Director Resources.** Once the pre-assignment recce has been agreed, the CO is to request authority from the two star Director Resources of their respective Service, advising them of the travel costs (only).

## Change of Permanent Duty Station

**06.0715. Re-assignment in the UK - Preliminary Visit.** When it is necessary to arrange substitute Service accommodation (Substitute Service Families Accommodation (SSFA), Substitute Service Single Accommodation (SSSA), or publicly funded lodgings), a Service person assigned from one station to another, within the UK, can claim duty travel for one return journey to the new duty station, to arrange the accommodation. When arranging SSFA, a Service person's accompanying immediate family may travel with them and, if travel is to be by private motor vehicle, the appropriate passenger allowance will be payable. Service personnel returning from overseas on assignment to the UK will, during the inter-assignment leave, similarly qualify for travel within the UK from either a leave address or SPR.

**06.0716. Return to a Previous Station Within the UK to March Out of SFA.** Where SFA is not immediately available at a new duty station within the UK and as a result the immediate family remains at the previous duty station, a Service person who is required by their CO to return to their previous station to attend a march out, can claim return travel at public expense. Authority should be granted only where it is considered by the Service person's CO that the appointment of a proxy may not be in the best interests of the Service. No passenger allowance will be payable for such journeys.

**06.0717. Travel in the UK on Return from an Overseas Assignment.** On assignment from overseas, internal flights within the UK are permitted for accompanied personnel travelling with children, provided the journey time from the overseas station to the UK is at least 6 hours and that the final destination in the UK is a minimum of 5 hours' total travelling time by rail from the port or airport of entry into the UK.

**06.0718. Travel on change of permanent assignment to/from Northern Ireland.** A Service person travelling on change of permanent assignment to/from the UK mainland and Northern Ireland and, where appropriate, their accompanying immediate family may be conveyed at public expense to the new duty station. Journeys must be undertaken via the recognised direct route and in the most economical manner. Where both the Service person and spouse each own private motor vehicles and wish to take both vehicles on assignment, claims may be made in respect of both vehicles, including ferry crossings, in accordance with para **06.0408**.



**06.0719. Travel on change of permanent assignment to/from UK and North West Europe countries.** A Service person travelling on change of permanent assignment to/from the UK and NW Europe (NWE)<sup>2</sup> countries and, where appropriate, their accompanying immediate family, may be conveyed at public expense to the new duty station. Journeys must be undertaken via the recognised direct route and in the most economical manner.

The normal method of travel for a Service person and their accompanying family when travelling at public expense to/from the UK and an overseas assignment station is by RAF scheduled/charter aircraft. For destinations not served by RAF scheduled/charter aircraft services, commercial flights may be booked in accordance with JSP 800 Vol 2 procedures<sup>3</sup>. However from 1 April 2012, these journeys may be undertaken utilising private vehicles. The applicable reimbursement for these journeys is outlined below. Where both the Service person and spouse each own private motor vehicles and wish to take both vehicles on assignment claims may be made in respect of both vehicles in accordance with para **06.0408**.

**a. Travel on Permanent Assignment Using Service Arrangements.**

- (1) Travel between the place of residence at the duty station in the UK and the UK airport of embarkation for the overseas airhead is authorised at public expense (e.g. Service transport, Service arranged ticket, MMA in respect of a hire car).
- (2) Travel to/from the UK by Service provided passage including Air or Eurostar<sup>4</sup> as appropriate.
- (3) Travel between the airport and the RWA at the Duty Station overseas RWA is authorised at public expense (Service transport, Service arranged ticket, MMA in respect of a hire car).
- (4) Associated Subsistence costs are in accordance with current regulations.

**b. Travel on Permanent Assignment Using Private Vehicles.**

- (1) Travel between the RWA at the Duty Station in the UK and the point of embarkation or entry in UK is to be reimbursed at UK rates of MMA. Passenger Allowance and Additional Fees are admissible in accordance with current regulations. Where two vehicles are utilised MMA may be claimed for both vehicles and no passenger allowance is to be claimed for the driver of the second vehicle.
- (2) Sea Crossing (Eurotunnel or ferry travel) is to be in standard class. Claims for overnight accommodation costs are only admissible on ferry crossings where overnight travel is used. Where overnight accommodation is required it is to be at economy class or its equivalent. Where two vehicles are being utilised on the journey sea crossings are authorised for both

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<sup>2</sup> For duty travel on assignment purposes, NW Europe is defined as Germany, France, Belgium, Denmark, Luxembourg and the Netherlands.

<sup>3</sup> JSP 800 Volume 2 Edition 5 Part 2: Movement of Passengers, Chapter 1: Provision of Airlift, Paragraph 5.

<sup>4</sup> Use of Eurostar is restricted to travel on assignment between UK and Belgium and France only.



vehicles. All travel for Sea Crossings will normally be arranged upon request by the unit HR admin/unit travel office and the Service person will be issued with a Service arranged ticket or an e-ticket reference.

(3) All travel undertaken between the point of entry or embarkation and the RWA at the Duty Station on the continent is to be by the most direct route, and is to be reimbursed at the appropriate rate of MMA applicable to the Duty Station the Service person is assigned to or is departing from within NW Europe. Passenger Allowance and additional fees are admissible in accordance with current regulations. Where two vehicles are utilised MMA may be claimed for both vehicles and no passenger allowance is to be claimed for the driver of the second vehicle.

(4) Subsistence expenses while travelling, including the accommodation provision in sub para (2) above, is restricted to one night only and is to be in accordance with the current subsistence regulations (**Chapter 5, Section 1**).

## Duty Travel with Associated Leave Journeys

**06.0720. Inter-assignment Leave.** When assigned to a new unit either temporarily or permanently the Service person, and where appropriate their accompanying immediate family, will be entitled to travel at public expense. A Service person granted leave between assignments may, when they have an entitlement, travel using a Get You Home (Early Years) (GYH(EY)), GYH(Seagoers) (GYH(S)) or GYH(S) Additional journey from their former duty station to an appropriate qualifying address in the UK or Republic of Ireland (ROI). Irrespective of the method of travel, the Service person should, in these circumstances, be debited one appropriate journey from their overall entitlement. The following options are to be considered when establishing entitlements:

- a. **Rail Travel** (see **Section 8** of this Chapter). A Service arranged ticket is to be provided from the nearest rail station at the current duty station to the nearest rail station to the leave address and another Service arranged ticket is to be provided from the nearest rail station to the leave address to the nearest rail station to the new duty station. If the new duty station is not known when proceeding on leave, hence no Service arranged ticket can be issued, the Service person should pay their own fare and claim a full refund for the cost of the ticket on joining the new unit. Public transport or taxi fares can be claimed to and from the rail stations (see **Section 8** of this Chapter) when no Service transport is available. HM Forces Railcards are not to be used for duty journeys.
- b. **Private Motor Vehicles** (see **Section 9** of this Chapter). The direct mileage between the current duty station and the new duty station can be claimed as MMA. Additional fees such as bridge and road tolls and congestion charges to achieve the most direct route can be claimed if taken into account when costing the journey. MMA can also be claimed from the former duty station to the appropriate qualifying address in the UK or ROI and from this address to the new duty station, less the distance between the former and new duty station.
- c. **Hire Cars** (see **Section 9** of this Chapter). If requested, some units may authorise and arrange use of a hire car for duty travel direct between the current and new duty stations. The hire will be arranged and paid for by the unit HR admin staff and the Service person will be reimbursed costs for fuel, bridge, road tolls and

congestion charges necessarily incurred. The total costs will be allowed up to the cost of the refund for the direct mileage from the current to the new duty station. Where a Service person elects to use a hire car for a journey starting at an authorised leave address they are to arrange and settle the hire car costs privately and if a GYH(EY), GYH(S) or GYH(S) Additional journey is used they may claim actual costs up to the MMA or the direct distance between the leave address and the new duty station. If no journey entitlement exists or is used they may claim actual costs up to MMA for the direct distance between the current and the new duty station.

d. **Air Travel** (see **Section 10** of this Chapter). Whilst not regarded as the preferred method of duty travel, a Service person who elects to travel by air for the main part of their journey from an authorised leave address to the new place of duty is to personally arrange and pay for their flight and the Service person may claim actual costs up to the cost of the refund for the direct mileage from the current to the new duty station at MMA. If a GYH(EY), GYH(S) or GYH(S) Additional journey is used they may claim actual costs up to the MMA for the direct distance between the leave address and the new duty station. If no journey entitlement exists or is used they may claim actual costs up to MMA for the direct distance between the current and the new duty station.

**06.0721. Inter-Assignment Leave Between 2 Overseas Assignments.** A Service person granted leave in the UK (or the ROI if they have an appropriate qualifying address) between 2 permanent overseas assignments is entitled to be conveyed at public expense to the UK (or ROI) qualifying address. A Service person who is permitted by their CO to take inter-assignment leave in a country other than the UK may travel at their own expense and reclaim the cost, up to the cost of passage to and from the UK under official arrangements. Where an Air Trooping (AT) flight is available, this is either to be used or the cost of the overseas leave travel is to be borne by the Service person. The Service person is responsible for meeting any travel costs which may arise if they subsequently wish, or are required to, proceed to the UK while on inter-assignment leave.

**06.0722. Watch Rotation Travel for Royal Navy Personnel Assigned to Forward Deployed Units (FDUs) with 3 Watch Rotation (3WR).** RN personnel assigned to FDUs with 3WR returning to the UK for Watch Rotation Leave (WRL) are entitled to duty travel from the point of disembarkation in the UK to their nominated WRL address, provided they proceed directly on WRL. The service person is also entitled to duty travel at the conclusion of their WRL from their nominated WRL address to the UK point of embarkation to return to their FDU. FDUs that do not employ a 3WR cycle are not eligible under this provision.

**06.0723. Privately Arranged Passage.** When a Service person has been authorised to travel under private arrangements on assignment to, or return from, an overseas station, the rules at **Section 6** to this Chapter apply.

**06.0724. Recall From Leave.** Service personnel may be recalled to duty during a period of leave only for the most compelling reasons which could not have been foreseen before their departure. Reasonable extra and necessary expenses incurred by Service personnel in complying with orders for recall from a period of leave can be refunded. Travel to resume the leave may also be at public expense but is subject to the following:

- a. **Stationed in the UK.** Duty travel to resume the leave is not permissible to a place beyond that from which the Service person was recalled. Travel expenses incurred as a result of any travel outside the UK to resume leave are not to be refunded.
- b. **Stationed Overseas.** Service personnel stationed overseas who are recalled from local leave may be allowed to travel at public expense to resume leave, provided that the unexpired period of leave exceeds 3 days and cannot reasonably be added to the next period of leave. Service personnel stationed overseas who are recalled from leave in the UK or beyond their local overseas area may not return to their leave location at public expense for the unexpired leave period.

Where a return to the leave address at public expense is not authorised, a claim for the curtailed holiday may be admissible as Nugatory Holiday Expenditure (see **Chapter 17**).

**06.0725. Compassionate Leave.** A Service person granted compassionate leave<sup>5</sup> is eligible to travel at public expense to and from a leave address in the UK. This eligibility is in addition to any annual entitlement within GYH(EY) (see **Chapter 7 Section 1**). Service personnel granted compassionate leave may be eligible for travel at public expense to and from a country other than the UK, subject to the following provisions:

- a. **Service Personnel on Temporary Duty in the UK.** Service personnel on temporary duty in the UK who are granted compassionate leave to visit their immediate family (who have remained at their permanent overseas station), are eligible provided that the immediate family has an entitlement to travel to the UK at public expense.
- b. **Service Personnel Registered or Eligible for Domiciled Collective Overseas Leave (DOMCOL).** Service personnel registered for, or eligible for, DOMCOL and granted compassionate leave to their normal country of domicile, may travel at public expense on such leave as an anticipated DOMCOL entitlement if they so choose.
- c. **Service Personnel Not Eligible for DOMCOL.** Service personnel who have no entitlement to DOMCOL, and who are granted compassionate leave to visit a relative residing in a country other than the UK or the ROI, are normally responsible for their own travel costs. However, where, as a result of an assignment overseas, the cost of travel to the country in which the relative lives exceeds the cost of a direct civil air journey from the UK to that country, the excess can be met from public funds.
- d. **Service Personnel Whose Relatives are Temporarily Residing Outside the UK.** Service personnel granted compassionate leave to visit relatives who are normally resident in the UK, but who are temporarily away from home in another country, are normally responsible for their own travel costs. However, The Joint Casualty and Compassionate Centre (JCCC) can grant financial assistance from public funds towards such cost up to the equivalent cost of the journey to the relative's normal place of residence in the UK.

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<sup>5</sup> In line with the Compassionate Categories listed in JSP 751 Vol1 Part 2 Ch1.

**06.0726. Sick Absence.** When a Medical Officer or Medical Board certifies that it is necessary, on medical grounds, for a Service person to spend a period of sick absence away from a place of duty, they may be allowed a return journey at public expense to the nearest suitable place recommended by the Medical Officer or Medical Board.

## Other Entitlements to Duty Travel

**06.0727. Reserve Forces Personnel living overseas.**

a. **Travel to attend Training.** There is no entitlement for journeys at public expense to the UK for members of the Reserve Forces living overseas. Those Reserve Forces personnel living overseas who do travel to the UK for the purpose of attending training may claim only for the return cost of travel between the point of entry to the UK and the temporary duty station/location where the training is due to take place.

b. **Travel on Mobilisation.** Refer to JSP 753.

**06.0728. Service Complaint Interviews .** Where a Service person has been nominated, in accordance with JSP 831 to carry out the functions of either the CO or Investigating Officer (IO) in relation to the investigation of a Service complaint from an ex-Service person, providing that there is no reasonable alternative method of conducting an interview other than face to face, the CO or IO may be entitled to travel at public expense in order to carry out their duties. In certain circumstances, when deemed by the designated budgetary authority to represent value for money, the ex-Service complainant may be authorised to travel at public expense to attend an interview with either the CO or IO. Where authority is granted, travel is to be undertaken in the most economical manner and Day Subsistence claims will be limited to capped actuals on provision of receipts. IE is not admissible. Exceptionally, where Service accommodation is not available or appropriate, authority may be granted for 1 night's hotel accommodation, to be booked through American Express (GBT).

**06.0729. Witnesses at Courts-Martial and Service Inquiries.** Travel at public expense is admissible for military witnesses attending courts-martial, including attendance necessary for the taking of a written summary of evidence, or Service inquiries.

**06.0730. Attendance at Civil Courts as a Witness.** Return travel at public expense is admissible for Service personnel attending as witnesses at a civil court to give evidence on matters relating to their official Service capacity. When Service personnel are required to attend a civil court as a witness in an unofficial capacity, the matter is to be referred to the CO before authority to travel at public expense is given. Application should not be made until it has been clearly established that the authority requiring the Service person as an essential witness is not prepared to meet the cost, or that the court will not accept an affidavit.

**06.0731. Defendants at Civilian Courts.** Service and ex-Service personnel are entitled to travel at public expense, as for a duty journey, when attending a court as defendants or witnesses in civilian legal proceedings in which the Treasury Solicitor undertakes the defence.

**06.0732. Visits to Defence Lawyers.** Service personnel charged with an offence, and their Unit Defending Officer/Accused's Friend or equivalent, are entitled to travel at public

expense to consult with their legal representative. This concession applies to individuals whose charges are being dealt with by the Military Prosecuting Authority or for those who are attending civilian legal proceedings as defendants in which the Treasury Solicitor undertakes the defence.

**06.0733. Returning to a Unit after Acquittal.** Service personnel returning to their unit after acquittal by a civilian court on a criminal charge are entitled to travel at public expense.

**06.0734. Investitures and Royal Garden Parties.** The cost of travel to attend an investiture or presentation for the purpose of receiving an award not earned in a military capacity, or to attend a garden party, is not to be borne by public funds unless the Service person is ordered to attend as a military duty. When an award has been earned in a military capacity, however, travel at public expense to attend an investiture or presentation is admissible as follows:

- a. **Service Personnel Stationed in the UK.** Duty travel is admissible from the place of residence to the presentation venue. Duty travel is also admissible for up to 3 relatives or friends who have received cards of admission permitting them to attend as spectators, or for 3 relatives. in the case of a posthumous award, regardless of cause or timing of death, travel is permitted for a total of up to 4 people who are either receiving the award on behalf of the recipient or who have received cards of admission permitting them to attend as spectators. In all cases, travel should be undertaken via the recognised direct route and in the most economical manner. For requests outwith the regulations detailed contact CDP(AF Rem) Allces.
- b. **Service Personnel Stationed or Domiciled Overseas.** Where an award is to be presented overseas by an appropriate representative of His Majesty The King, travel within the overseas command at public expense by the Service person and up to 3 accompanying relatives who have been invited to the ceremony is admissible. Where the Service person elects to travel to the UK to receive their award, travel is to be at their own expense, except that travel from the point of entry into the UK to the place where the investiture is to be held may be at public expense under the terms of sub-paragraph **06.0732a**.
- c. **Ex-Officers (Including Retired Officers) and Ex-Soldiers.** Surface travel is to be admissible from the place of residence under the same conditions as for serving Service personnel under sub-paragraphs **06.0732a** and **b**.

**06.0735. Guards of Honour.** Travel costs in connection with the provision of a Guard of Honour (including a band) and, where appropriate, a travelling escort, are admissible at public expense when the Sovereign, or a member of the Royal Family (who is a Royal Highness) expressly nominated to represent the Sovereign, attends a military ceremony or a civil function at which Service representation is required.

**06.0736. Bands.** When a unit (e.g. regiment or battalion) is proceeding overseas unaccompanied by its authorised band, the band can travel at public expense to the place of departure, or departure ceremony, in the UK to 'play it off'. Travel is also admissible for the band to meet the returning unit at the place of arrival, or arrival ceremony, in the UK.



**06.0737. Assisted Travel to the UK or Germany to Attend Spouse's/Civil Partner's Confinement.** A Service person who is serving unaccompanied overseas, or on an emergency assignment in NI, may be granted assisted return travel from their duty unit to the country where their wife/civil partner is residing in order to be present at her confinement. However, the Service person must:

- a. Be serving INVOLSEP or in circumstances in which the spouse's/civil partner's health or advanced state of pregnancy did not permit her to accompany the Service person to the overseas unit; and
- b. Be able to be reunited with their spouse/civil partner within 9 days of the birth taking place; and
- c. Agree to the prepayment of either 20% of the cost of the return journey, or the first £100, whichever is the lesser sum. This prepayment is to be made by the Service person into their unit Imprest/Public account using a unit originated Debit Voucher, prior to the return journey being arranged.

**06.0738. Medical Boards and Appointments.** Duty travel is admissible for Service personnel attending medical boards or attending hospital appointments, which have been arranged and authorised through the Service medical authorities. If the Service person is on leave in the UK and is ordered to appear before a medical board, reimbursement is to be between the leave address and the location of the Medical Board.

**06.0739. Funerals and Memorial Services.** When authorised Service personnel attend military funerals or memorial services under the provisions of Queen's Regulations, or a Service representative attends a privately arranged funeral for a Service person (at the wish of the Next-of-Kin), the cost of any permitted travel is to be at public expense.

- a. Where the funeral of a Foreign and Commonwealth Service person is held in the Country of Origin, and the Next of Kin request the attendance of a Service representative, return travel and subsistence for one Service representative is admissible at public expense.
- b. Where the funeral of a Foreign and Commonwealth Service person who was either Killed in Action, Died of Wounds or Died on Operations, is held in the Country of Origin, and the NOK requests the attendance of a military bearer party, return travel and subsistence for up to 10 Service representatives is admissible at public expense.

**06.0740. Attendance at Inquests.** Service personnel instructed by a Coroner to attend an inquest (or equivalent such as a fatal accident inquiry as in Scotland), should normally receive from the Coroner an allowance which covers reasonable travelling expenses. If, in exceptional circumstances, the Coroner is unable to pay the travel expenses, reference is to be made to the CO for consideration as to whether they may be met from public funds.

**06.0741. Officiating Chaplains and Civilian Lay Readers.** Officiating chaplains can, in addition to the remuneration granted to them from public funds, be refunded their travelling expenses for journeys which they necessarily make in order to minister to Service personnel. Civilian Lay Readers who are licensed by the Archbishop of Canterbury, and who give their services without remuneration, can travel at public expense

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when they undertake journeys in connection with their duties as Lay Readers for the Services.

**06.0742. Learning Credits Scheme.** Travel at public expense is not permitted whilst attending personal development courses under the Standard Learning Credits (SLC) and Enhanced Learning Credits (ELC) Schemes, except when using resettlement warrants.

**06.0743. Educational Courses, Educational Visits and Graduated Resettlement Time (GRT).** Journeys made by Service personnel to attend the following types of educational courses will be regarded as duty journeys:

- a. For approved residential courses including approved Residential Study periods.
- b. Up to a maximum of 5 journeys per week, not exceeding 60 miles per return journey, for the purpose of regular attendance at:
  - (1) Service-sponsored educational courses organised by Local Authorities or Higher/Further Education Institutions; or
  - (2) Voluntary courses held under Service arrangements and having a personal development or Service training value.

Exceptionally, where the distance is more than 30 miles, but not more than 100 miles, in each direction, the CO may authorise travel at public expense. No authority is to be given for distances in excess of 300 miles per week for any one Service person.

- c. For educational visits (e.g. organised visits to local government meetings, factories and places of historical interest) up to a maximum of one return journey per person per month is authorised for distances of not less than 2 miles and not more than 40 miles, in each direction. The visit must be designed to supplement a course of study under further education and continuous training schemes.
- d. For attendance at lectures and meetings of professional bodies when:
  - (1) The lecture is part of the syllabus of a course that the Service person has been authorised to attend at public expense; and
  - (2) The subject matter of the meeting/course has a direct bearing on the Service person's immediate Service duties i.e. beneficial to the assignment being currently filled at the time of attendance at the lectures rather than to an anticipated future Service assignment.
- e. For Graduated Resettlement Time (GRT) Scheme journeys to attend any authorised resettlement activity, briefing, visit, attachment, training or Individual Resettlement Preparation (IRP) as follows:

- |                        |   |                                      |
|------------------------|---|--------------------------------------|
| GRT of 2, 3 or 4 weeks | - | up to a maximum of 4 return journeys |
| GRT of 5 weeks         | - | up to a maximum of 5 return journeys |

GRT of 6 weeks	-	up to a maximum of 6 return journeys
GRT of 7 weeks	-	up to a maximum of 7 return journeys

- f. If a Service Leaver (SL) is in receipt of GYH Travel (see **Chapter 7 Section 4**) whilst on their GRT that allowance takes precedence and negates the use of warrants during the course of training or civilian work attachment. GRT warrants should still be used, as appropriate at the start and finish of the training or civilian work attachment.
- g. If the SL is attending a resettlement activity which is within reasonable daily travelling distance from their residence at work address (RWA) and accommodation at the course location is not mandatory, they should travel daily and claim Home to Duty Travel costs in accordance with **Section 3** of Chapter 7. Where HDT is claimed, Service transport or hire car is utilised or a claim in lieu is submitted by the SL for travel to the location of the resettlement training, each claim will reduce the SL's entitlement of up to 7 GRT journeys by one GRT journey for every 5 days of continuous GRT activity the travel is claimed for.. Where the continuous GRT activity period claimed is less than 5 days, this will still reduce the SL's entitlement by one GRT journey.
- h. Where the SL attends a number of resettlement events or activities in the same week or month (for example, a job interview, a job fair and a one day training activity) then each separate resettlement activity requires a separate GRT return journey to be used. The SL may not combine the multiple resettlement activities for travel purposes, into one return journey, unless these activities are all occurring in the same location, the SL is not returning to their RWA address each evening, and no further travel is required between the separate events.
- i. Where GRT is authorised to be taken overseas for a SL assigned in the UK the SL may claim only public travel within the UK from their normal duty station to the point of departure for overseas.
- j. **Service Personnel Assigned Overseas.** Eligible personnel may take training or a civilian work attachment locally. In these circumstances travel at public expense is permitted for the attachments within the borders of the country where the SL is assigned. Alternatively, costs to the appropriate border crossing or airhead may be claimed for travel to countries other than the UK. Eligible personnel may undertake familiarisation attachments to civilian companies in neighbouring countries, on the proviso that existing UK regulations on maximum mileages are adhered to (see Paragraph **06.0741b**). In such cases, MMA will be payable for the number of miles travelled in each country.
- k. **Service Personnel Assigned Overseas Travelling Back to the UK.** Eligible SL may travel at public expense from an overseas duty station to the UK to undertake authorised resettlement activities as specified in JSP 534 (Tri-Service Resettlement Manual). Eligible personnel are to use the official specified country flight booking procedures (if applicable, Air Trooping Flights) through unit movement/HR staffs and may claim the return terminal travel costs between the airports of departure/arrival and the location of the GRT/RWA. Each publicly funded return journey for authorised resettlement activities will reduce the SL's entitlement by one GRT journey. Where the SL is attending additional resettlement activities in



a separate location to that of the original terminal travel location, then these additional return journeys will reduce the SL's entitlement by one GRT journey for each additional resettlement event undertaken. For all resettlement activities taking place at the terminal travel location requiring no further travel between separate events the SL's GRT entitlement is unaffected

l. Travel to the UK from overseas is to be by the most cost-effective method of travel.

m. SL's should discuss their GRT travel journeys with their Service Resettlement Advisor (SRA) as part of their resettlement process.

n. Loan Service personnel are normally not entitled to resettlement training in accordance with **JSP 468** (Loan and Secondment of Service Personnel to Commonwealth and Foreign Forces).

**06.0744. Examinations.** A claim for duty travel will be admissible within the UK or within main areas overseas for personnel attending any of the following:

a. Authorised Service examinations or tests (including Apprenticeship End Point Assessments).

b. Examinations held by professional bodies and institutions for which a Service person would be permitted to claim a Standard or Enhanced Learning Credit, provided a suitable course has been completed.

**06.0745. Honorary RNR/RMR Officers, Colonels and Colonels Commandant of Regiments, Corps and Divisions of Infantry, Army Reserve Honorary Colonels and Honorary Air Commodores.** Honorary RNR/RMR Officers, Colonels and Colonels Commandant of Corps, Regiments and Divisions of Infantry, other than Honorary Colonels Commandant, are permitted to travel at public expense for duties in connection with their appointments, as follows:

a. **Honorary Royal Naval Reserve / Royal Marines Reserve Officers.** Honorary RNR/RMR Officers are permitted to travel at public expense for duties in connection with their appointments as follows:

(1) Up to and including 5 return journeys per financial year within the UK.

Exceptionally, financial authority for further visits can be sought, prior to travelling, from the Naval Secretary.

b. **Colonel and Colonel Commandants of Regiments, Divisions of Infantry and Corps.** See **AGAI Vol 2 Chapter 37** for details of entitlement.

c. **Honorary Air Commodores - Royal Auxiliary Air Force.** See AP3392 Vol 7 Chapter 20 for detail of entitlements.

**06.0746. Conditions of Travel for Honorary RNR/RMR Officers, Colonels and Colonels Commandant of Regiments, Corps and Divisions of Infantry, Army Reserve Honorary Colonels and Honorary Air Commodores.** All journeys made under paragraph **06.0743** are subject to the following conditions and any detailed instructions issued by the MOD:

- a. Journeys should be so spaced as to cover the whole period of entitlement.
- b. Travel at public expense is restricted to the distance between the officer's normal residence in the UK and the place to be visited. Where the residence is outside the UK such travel is to be to and from the port or airport most suitable for the place to be visited.
- c. For the purpose of travel entitlements, the rank of Major General (or other Service equivalent) is to be assumed, irrespective of the actual rank of the Service person.

**06.0747. Rifle Meetings.** Travel at public expense to authorised rifle meetings in the UK, organised by unit or higher headquarters or by the Army Rifle Association, may be permitted subject to the following conditions:

- a. Travel is restricted to competitors, officials and organisers of the meetings.
- b. Travel to District meetings is restricted to a Service person located within the District.
- c. Travel to Corps meetings is restricted to a Service person serving in the UK and Germany.
- d. Travel to Bisley meetings is restricted to Service personnel serving in the UK and Germany except that the total from UKSC(G) is to be limited to 20 officers and 180 non-commissioned personnel.

**06.0748. Laying Up Standards, Guidons and Colours.** Division/District commanders, or equivalent, in the UK can authorise travel at public expense in the UK for a detachment, including a band and/or corps of drums of a Regiment or Corps, limited to a maximum of 60 all ranks, for the laying up of the most recent old Colours.

**06.0749. Granting of "Freedom" of a City or Town.** When a unit is granted the freedom of a city/town or is adopted by a city/town in the UK and a unit visit is appropriate, Top Level Budget (TLB) Holders' staff can authorise travel at public expense in the UK, for a detachment limited to a maximum of 100 all ranks, when the single journey distance from the detachment's station does not exceed 50 miles. If the distance is greater than 50 miles the size of the detachment will be reduced to a maximum of 60 all ranks.

**06.0750. Return Passage for Gurkhas.** Families who were originally conveyed from Nepal to join a serviceman at a duty station at public expense are entitled to publicly funded return passage for the family to Nepal at the end of service. In the event that a soldier is discharged in UK any entitlement to a public funded passage home for his family is forfeited. Any soldier who qualified for accompanied service after the TACOS change on 1 Apr 07 and moved his family at private expense will be expected to return his family to Nepal at private expense at the end of his service.

**06.0751. Duty Travel for Royal Navy Personnel Returning From Operational Tours and Proceeding on Post Operational Leave.** RN Personnel returning from Operational Tours which attract Post Operational Leave (POL) and where assigned as Individual Augmentees, and subsequently assigned into the Workforce Margin (RN MA6 billets)

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awaiting assignment, are entitled to a duty journey from the point of disembarkation in the UK to the nominated location in the UK at which Post Operational Leave (POL) will be undertaken, providing they proceed directly on POL. The service person is also entitled to a duty journey at the conclusion of the period of POL from the nominated (UK) POL location to the subsequent place of duty. If RN Personnel maintain a Parent Unit whilst on Operational Tour, the Parent Unit should restart GYH(T) (if eligible and previously claimed) once the SP has returned to the UK.

## **Duty Travel by Claimants of Automated Home to Duty Travel (HDT)**

### **06.0752. Duty Journeys to Other Locations Starting or Ending at the RWA.**

Service personnel in receipt of automated HDT (Public) or (Private) (see **Section 3** of Chapter 7) who undertake duty journeys to locations other than their permanent duty station, which start or end at their RWA, will be required to abate any claim received by the daily HDT rate.

## Chapter 6 Section 8 – Rail Travel

### General

**06.0801. Application.** The principles of duty travel (see **Section 7** of this Chapter) apply to this Section. As with all duty travel, there can be a variety of reasons for travelling on duty by rail; these are also described in **Section 7** to this Chapter.

**06.0802. Definition of Rail.** The term “rail” includes combined rail and ferry routes within the UK and between the UK and the Republic of Ireland (RoI), France, Belgium and Holland.

**06.0803. Rail Travel in the UK.** For guidance on Rail Travel in the UK, refer to **JSP 800, Volume 2**, (Defence Movements and Transportation Regulations) **Part 4**, which is the regulations governing all aspects of passenger travel by rail. This includes entitlement to class of travel, the use of Service arranged tickets and railcards, underground travel and troop movements (but see paragraph **06.0807** for additional conditions concerning classes of travel).

**06.0804. Eurostar Travel.** Eurostar may be used for duty travel. For guidance on the booking of Eurostar, see **JSP 800, Volume 2, Part 4, Chapter 5**.

**06.0805. Time Saving in the Interests of the Service.** Where rail transport is used, the cheapest route is to be undertaken except where the CO (not below OF4), is satisfied that a more expensive route effects a time saving that can be justified on Service grounds. For travel by combined rail and sea routes the cheapest route is to be used.

**06.0806. Repayment of Rail Fare When a Warrant is Not Issued.** Eligible personnel are normally to be issued with Service arranged tickets for all authorised journeys by rail. If a rail journey is undertaken without the use of a Service arranged ticket, the cost incurred will be refunded only when proof of expenditure and a written record of why obtaining a Service arranged ticket was not possible are produced by the claimant. The proof of expenditure and written record are to be retained for 24 months from the date of claim for audit purposes. HM Forces Railcards are not to be used for the purchase of tickets for duty journeys.

### Conditions

#### Rail Travel and/or Eurostar in the UK and the RoI.

**06.0807. Class of Travel.** The class of rail and/or ferry travel to be used by Service personnel, immediate family or other entitled personnel is laid down in JSP 800.

**06.0808. Seat Reservation.** Service personnel proceeding on a duty journey by rail may be refunded any cost of a seat reservation (note a seat reservation is often provided without charge) for either first or standard class travel on production of a receipt for the reservation fee provided that:

- a. The accommodation on the train is restricted (i.e. all seats have to be reserved in advance); or

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- b. Exceptional circumstances authorised by the CO (e.g. a medical condition), require a seat to be reserved, even where accommodation is not restricted.

**06.0809. Sleeping Berths.** Sleeping accommodation will be provided for a Service person for a duty journey at public expense only when overnight travel is unavoidable and subject to the following:

- a. A Service person is allowed the cheapest sleeping berth accommodation appropriate to the class they are normally entitled to travel in by rail, this is to be booked through American Express (GBT) as part of the rail ticket reservation.
- b. Sleeping accommodation is not admissible for any journey made by an immediate family member.

**06.0810. Exclusive Use of a Reserved Compartment.** Where it is considered necessary to book a whole coach or compartment, IPG (Manager Business Travel) is to be consulted.

## Rail Travel in Overseas Theatres

**06.0811. General.** Journeys in overseas theatres are to be completed via the cheapest suitable means of transport available. The general rules explained for the UK in paragraphs **06.0801** - **06.0810** are applicable to overseas, except where they relate to circumstances peculiar to the UK.

**06.0812. Class of Travel.** When standard class is the appropriate form of travel the class of travel to be used overseas is that which equates most closely to standard class travel in the UK. This does not apply when, because of local conditions, a higher class is approved by the relevant authorising officer after consultation and agreement with the unit budget staffs.

## Method of Claim

**06.0813. Method of Claim.** Rail travel will normally be funded using the Defence Travel Lodged ePC or a Service arranged ticket. Where one cannot be provided eligible Service personnel may exceptionally reclaim their actual rail costs by submitting an Expenses Claim as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto a JPA Form F016a which will then be despatched to JPAC for input to JPA.

## Method of Payment

**06.0814. Method of Payment.** All Expenses Claim payments, irrespective of whether they have been claimed using the JPA on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Chapter 6 Section 9 – Road Travel

### General

**06.0901. Application.** The principles of duty travel (see **Section 7** of this Chapter) apply to this Section. As with all duty travel, there can be a variety of reasons for travelling on duty by road; these are also described in **Section 7** to this Chapter.

### Eligibility

**06.0902. General.** Where no public transport exists and Service owned or hire transport is not available, the cost of privately hired transport, including taxicabs, can be refunded from public funds for journeys of a distance of one mile or more. When 2 or more Service personnel are proceeding on the same journey they are to utilise the same vehicle.

**06.0903. Travel by Bus/Coach.** For journeys by bus or coach, Service personnel may claim reimbursement of actual expenditure. The receipted ticket must be retained by the claimant for 24 months for audit purposes.

**06.0904. Taxi.** In addition to those journeys outlined at paragraph **06.0902**, refunds of taxicab fares are also admissible for journeys, including those of less than one mile, within the following criteria:

- a. Service personnel are making a duty journey when one of the following conditions is met:
  - (1) They are necessarily carrying heavy baggage. The amount of personal baggage needed for duties of one or 2 nights only is not justifiable in claiming the use of a taxicab at public expense.
  - (2) The Service person would not have arrived at their destination at the required time by using public transport.
  - (3) For prisoners and escorts when they cannot be conveyed by rail.
- b. For immediate families of all ranks, whether accompanied or unaccompanied by the Service member of the family, when necessarily travelling with heavy baggage, where no suitable public transport is available.
- c. The Service person or their immediate family have a medical certificate signed by a medical officer stating that they are unable to travel by a cheaper mode of transport. The certificate is to be retained for 24 months by the Service person with a copy of their claim to be produced for audit purposes when requested.
- d. Service personnel carrying classified documents that are too heavy or bulky to be carried on public transport.
- e. In exceptional circumstances, not covered by the above, OF4 or above may authorise taxi hire.

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Service personnel travelling in or through London, without baggage, for a distance too great to walk are to use public transport, but not taxis. Service personnel on duty in MOD London at conferences, meetings or interviews, are not to claim taxi fares for journeys that should have been taken by other means of public transport, except as detailed at paragraph **06.0904a(2)** or other exceptional circumstances.

**06.0905. Private Vehicles.** The regulations concerning the submission of a claim for duty travel by private vehicle are contained in **Section 4** of this Chapter. For the purpose of this section the term 'a private vehicle' means a:

- a. Motor car (including people carriers, 4x4s, and other types of car).
- b. Motor cycle.
- c. Bicycle.

The vehicle may be regarded as private if it is:

- d. Owned by the Service person or being bought on hire purchase and registered in their name and the insurance requirements are met and specifically cover its use on official business (see **Section 4** of this Chapter); or
- e. Privately hired by the Service person and the insurance requirements are met and specifically cover its use on official business (see **Section 4** of this Chapter); or
- f. Registered in the name of the Service person's spouse/civil partner and the insurance requirements are met and specifically cover its use on official business (see **Section 4** of this Chapter).

**06.0906. Car Hire.** Hired transport may be used in preference to public transport when the official method of transport is uneconomic, impractical or unsuitable. In all cases budget holders should be consulted (see **JSP 800 Volume 5**).

**06.0907. Motorcycles and Bicycles.** Service personnel who regularly use their own motorcycle or bicycle for duty journeys, for which travelling expenses are permissible, may be granted an allowance as shown in **Section 4** of this Chapter.

**06.0908. Saving of Time in the Interests of the Service.** Where road transport is used, expenses are allowed for the cheapest or most direct route, except where the CO is satisfied that a more expensive journey effects a saving of time which is advantageous on Service grounds. The claimant is to keep a record of these reasons for audit purposes. Where a Service person elects to use an alternative route, that is not the most direct, because it is longer but quicker, they may claim MMA for the actual distance travelled subject to the following conditions:

- a. The alternative route was taken (including motorways) to avoid congested areas, road works or other temporary hazards.
- b. Where the distance is appreciably greater than the direct route (e.g. more than 10% further) an explanation of the route taken and why is to be retained by the claimant with a copy of the claim.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- c. Assessment of the distance travelled is to be undertaken with reference to a motoring organisation handbook or route planner, normally based on the most direct route.

**06.0909. Additional Fees.** When a Service person performing a duty journey by Service-owned transport, or approved to travel by private motor vehicle, necessarily incurs incidental costs such as those listed below, the actual expenditure may be reclaimed:

- a. Parking fees.
- b. Tolls.
- c. Inland ferry charges.
- d. Parking meter charges.
- e. Garage charges overnight, where the vehicle could not be garaged under Service arrangements.
- f. Daily congestion charges. (See para **06.0910**)
- g. Clean Air Zone charges.

Receipts should be obtained and retained for 24 months for all expenditure to support the claim. Where a receipted bill is not obtainable, a written justification for any expense must be kept with a copy of the claim by the claimant.

**06.0910. Congestion Charges.** For regulations covering reimbursement of Congestion Charges see **Section 2** of Chapter 8.

## Overseas Theatres

**06.0911. General.** Journeys in overseas theatres are to be performed by the cheapest suitable means of transport available as determined by the Service person or the chain of command. The rules for the UK in paragraphs **06.0901** to **06.0910** are generally to be applied, except where they relate to circumstances peculiar to the UK.

## Method of Claim

**06.0912. Method of Claim.** Claims for MMA, actual public transport costs or additional fees will be made via Expense Claims as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto a JPA Form F016a which will then be despatched to JPAC for input to JPA.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Method of Payment**

**06.0913. Method of Payment.** All Expenses Claim entitlements, irrespective of whether they have been claimed using the JPA on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Chapter 6 Section 10 – Air Travel

### General

**06.1001. Application.** The principles of duty travel (see **Section 7** of this Chapter) apply to this Section. As with all duty travel, there can be a variety of reasons for travelling on duty by air; these are also described in **Section 7** to this Chapter.

**06.1002. Air Trooping Services/MOD Charter.** The Air Trooping services operated by the RAF or by MOD-chartered civil aircraft are to be used wherever possible for journeys between the UK and stations overseas. Only officers of the rank of OF7 and above may fly by civil airlines when Air Trooping services are available, though they should consider the use of RAF or charter services if at all practicable. **JSP 800, Volume 2, (Defence Movement and Transportation Regulations) Part 2, Chapter 1** contains details of Air Trooping Flights and the official method of travel for Service personnel and their immediate family.

**06.1003. Class of Travel by Civil Airlines.** The regulations governing class of travel by civil airlines can be found in **JSP 800, Volume 2, Part 2, Chapter 1**.

**06.1004. Seat Reservation.** Service personnel and accompanying immediate family members proceeding on a duty journey using civilian airlines who have an exceptional reason for requiring a seat reservation at additional cost (e.g. a medical condition requiring additional legroom) are to submit a business case to their finance team for approval before the flight is booked.

**06.1005. Travel by Civil Airline.** Movement by civil airline is not to be authorised except in the following circumstances:

- a. Where this method of travel is authorised by MOD instructions, either in relation to specific journeys or categories of journeys.
- b. On the authority of unit budget staff, provided that one or more of the following conditions are fulfilled:
  - (1) The cost of conveyance by civil airline is cheaper than travel by other means, taking into account in each case the cost of the terminal land travel involved, the cost of transporting heavy baggage separately and the cost of the subsistence expenses that would be admissible. For journeys within the UK only, the circumstances must also be such that travel by rail is unsuitable or would result in serious delay or marked inconvenience.
  - (2) The need for medical facilities is so urgent that no other means of transport will suffice.
  - (3) The use of civil airlines is the only practicable means of carrying out an urgent military duty.

**06.1006. Regional Airport Tax.** A number of regional UK airports require payment of airport tax for those flying in or out of the airport. This expense cannot be included by American Express (GBT) when booking air travel requiring individuals to pay at the point of

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

travel when transiting through airports that charge this tax. Therefore, this expense is to be paid by the service traveller and is to be re-claimed via JPA i-expenses utilising the 'Tolls' option from the JPA dropdown list.

## **Method of Application**

**06.1007. Method of Application.** Air travel will normally be arranged upon request by the unit HR admin staff/unit travel office or through Defence Travel (either on-line or "classic" and the Service person will be issued with a Service arranged ticket or an e-ticket reference.

## Chapter 6 Section 11 – Sea Travel

### General

**06.1101. Application.** The principles of duty travel (see **Section 7** of this Chapter) apply to this Section. As with all duty travel, there can be a variety of reasons for travelling on duty by sea; these are also described in **Section 7** to this Chapter.

### Ferry Journeys

**06.1102. Class of Sea Travel for Service Personnel.** A Service person is entitled to travel in the same class by sea as they would be for rail travel in the UK (see **Section 8** of this Chapter).

**06.1103. Class of Travel for Immediate Family Members.** When the Service person is travelling with their immediate family, their immediate family will travel in the same class of accommodation to which the Service member of the family is eligible. Immediate family members travelling on their own will be allowed to travel in accordance with JSP 800.

**06.1104. Sleeping Accommodation.** Sleeping accommodation will be provided for a Service person for a duty at public expense only when overnight travel is unavoidable<sup>1</sup>. Sleeping berth accommodation should be at the class of travel that the Service person is normally entitled to travel in. Sleeping accommodation is not admissible for any journey made by a family member, unless authorised for a duty journey to or from NI and NWE<sup>2</sup>. See **JSP 800, Volume 2, Part 3, Chapter 5** for information regarding movement by ferry to and from NI or the Rol.

**06.1105. Use of Hovercraft, Hydrofoil or Jetfoil.** The cost of travel on official duty by civil hovercraft, hydrofoil or jetfoil services on routes that are also covered by rail or ferry services may be refunded only where the use of hovercraft, hydrofoil or jetfoil is justified on Service grounds (e.g. time or cost). In these instances, the claimant is to retain a written explanation justifying the exceptional use of these forms of sea travel; this is to be kept for audit purposes for 24 months.

### Sea Travel (Other Than Ferry Journeys As Detailed Above)

**06.1106. General.** An officer of the rank of OF7 or above, or an officer granted local unpaid rank on embarkation or disembarkation for the purposes of taking up an overseas assignment in the rank of OF7 will be allowed a sea passage in a passenger carrying vessel in preference to travel by air. Where a sea passage is chosen the accompanying immediate family should travel in the same vessel. All other Service personnel and their immediate family are to travel by sea passage only where other means of travel is impractical, and sea travel has prior approval from the DBS MIL PERS-MIL OPS PACCC. Service personnel will be reimbursed the actual costs of a sea passage up to the cost of an equivalent commercial flight that would have been taken.

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<sup>1</sup> For SP assigned to NWE sleeping accommodation may be used (Paragraph 06.0713b)

<sup>2</sup> For duty travel on assignment purposes, NW Europe is defined as Denmark, Germany, France, Belgium and the Netherlands.

## **Eligibility**

**06.1107. Class of Travel.** When duty travel by sea is permitted the classes of accommodation is set out in JSP 800. When different rates are charged for different types of accommodation within a particular class the cheapest accommodation available in the appropriate class is to be allotted:

## **Method of Application**

**06.1108. Method of Application.** Sea travel will normally be arranged upon request by the unit HR admin staff/unit travel office and the Service person will be issued with a Service arranged ticket or an e-ticket reference.

## Chapter 6 Section 12 – Self-Drive Amended/Updated

### General

**06.1201. Aim.** The aim of Self-Drive is to provide flexibility to SP when assigned to or from an LOA location to drive one personal vehicle to/from the assignment location as an alternative to the recognised flight route and Overseas Private Vehicle Provision (OPVP).

**06.1202. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Sections 370 to 371 PAPs are non-taxable.

### Eligibility

**06.1203. Eligible Personnel.** Service personnel who are or will be in receipt of a permanent rate of LOA on assignment, and eligible for OPVP as detailed in **Chapter 9, section 4**, are eligible to use self-drive as an alternative to OPVP.

### Ineligibility

**06.1204.** Service personnel who have utilised one of the OPVP options as detailed in 09.0407 are not eligible to also claim self-drive.

**06.1205. Medical Conditions.** If a Service person, or a member of their immediate family, is unable to travel to a new overseas assignment by the official method of transport because of a medical condition, this is not self-drive. Instead, providing the journey has been authorised, in writing, in advance of travel by the Senior Medical Officer and the Commanding Officer, they may reclaim actual travel costs for the family travelling together. Travel must be by the most economical means, and subsistence and accommodation costs will be authorised only for the minimum duration necessary. They may also use Service travel arrangements, booking facilities or vehicles if required.

### Conditions

**06.1206. Insurance.** Personnel are regarded as being on duty for the duration of an official passage arranged by the MoD. However, when electing to travel by personally arranged means, SP are regarded as on leave for the duration of a self-drive journey and are not covered by MoD indemnity. As such personnel are advised to take out adequate insurance to meet any cancellation, medical and hospital expenses that may arise during the self-drive journey, as these will not be covered by MOD indemnity in countries other than the duty station.

**06.1207. Advances of Pay.** No advance of pay is permissible for the costs associated with Self-drive. The full cost of the journey must be borne initially by the Service person, who must make all their own private travel arrangements, including insurance.

**06.1208. Visas and Passports.** Transit or tourist visa requirements for countries en route must be obtained privately and at private expense. The prohibition of use of official channels does not extend to provision of passports, certificates of status and entry visas

specifically required for the country in which the new duty station is located. Application for passports/visas required for the new duty station should be made in the normal way (see [Chapter 9 Section 13](#)).

#### 06.1209. Self-Drive Conditions.

- a. Claims are for one vehicle only by the most reasonable direct and economical route. Deviations to this route for personal preference are not permissible and, if undertaken, are at personal cost to the SP.
- b. Self-Drive journeys are regarded as starting at the duty station or RWA, and ending at the next duty station or RWA.
- c. A SP is not entitled to claim for both OPVP and Self-drive.
- d. Hired or borrowed vehicles, vans, trailers or vehicles specifically used for the relocation of effects, are ineligible.
- e. SP are to submit leave on JPA for the duration of the self-drive journey and Thus, are considered as off duty. Leave applications on JPA should also include contact information during the self-drive journey.
- f. Additional costs relating to the transportation of pets are not admissible.
- g. Subsistence expense whilst traveling, including accommodation provision, is restricted to one night only for each eligible family member and is to be in accordance with current subsistence regulations.
- h. Sea Crossing (Eurotunnel or ferry travel) is to be in standard class.
- i. The SP, or accompanying spouse/civil partner, must be the registered owner/lease holder of the personal vehicle. Payments are not applicable in respect of any private vehicle belonging to any other member of the household.
- j. The use of Self-Drive does not preclude access to a second car driving provision under Privately Arranged Passage (PAP) (see **Chapter 6, section 6**) when accompanied by a spouse/civil partner.
- k. The use of Self-Drive does not preclude other eligible family members traveling by the recognised flight route whilst the Service person or spouse/civil partner drives to the assigned location when on an accompanied assignment.
- l. Married Accompanied Service Couples (MASC) both assigned to/from an LOA location are both considered as single/unaccompanied and entitled to one vehicle move each when eligible. No second car provision is permissible.
- m. A SP electing to Remote Work from an overseas location is not entitled to relocate a personal vehicle<sup>1</sup> unless made at the time of the assignment of an spouse/civil partner who is/will be in receipt of LOA.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**06.1210. Use of Official Movement Organisations.** Applicants are to note that when using Self-drive they are not permitted to make use of any Service travel arrangements, booking facilities or vehicles for the journey. Any breach of this rule will affect the consequent refund of expenses.

## **Rates**

**06.1211.** Self-drive MMA claims are capped at the OPVP allowance rate published at the time of travel as detailed in Chapter 3. One night's subsistence per eligible family member, as detailed in para g, may be claimed iaw current subsistence regulations, in addition to the MMA cap.

## **Method of Claim**

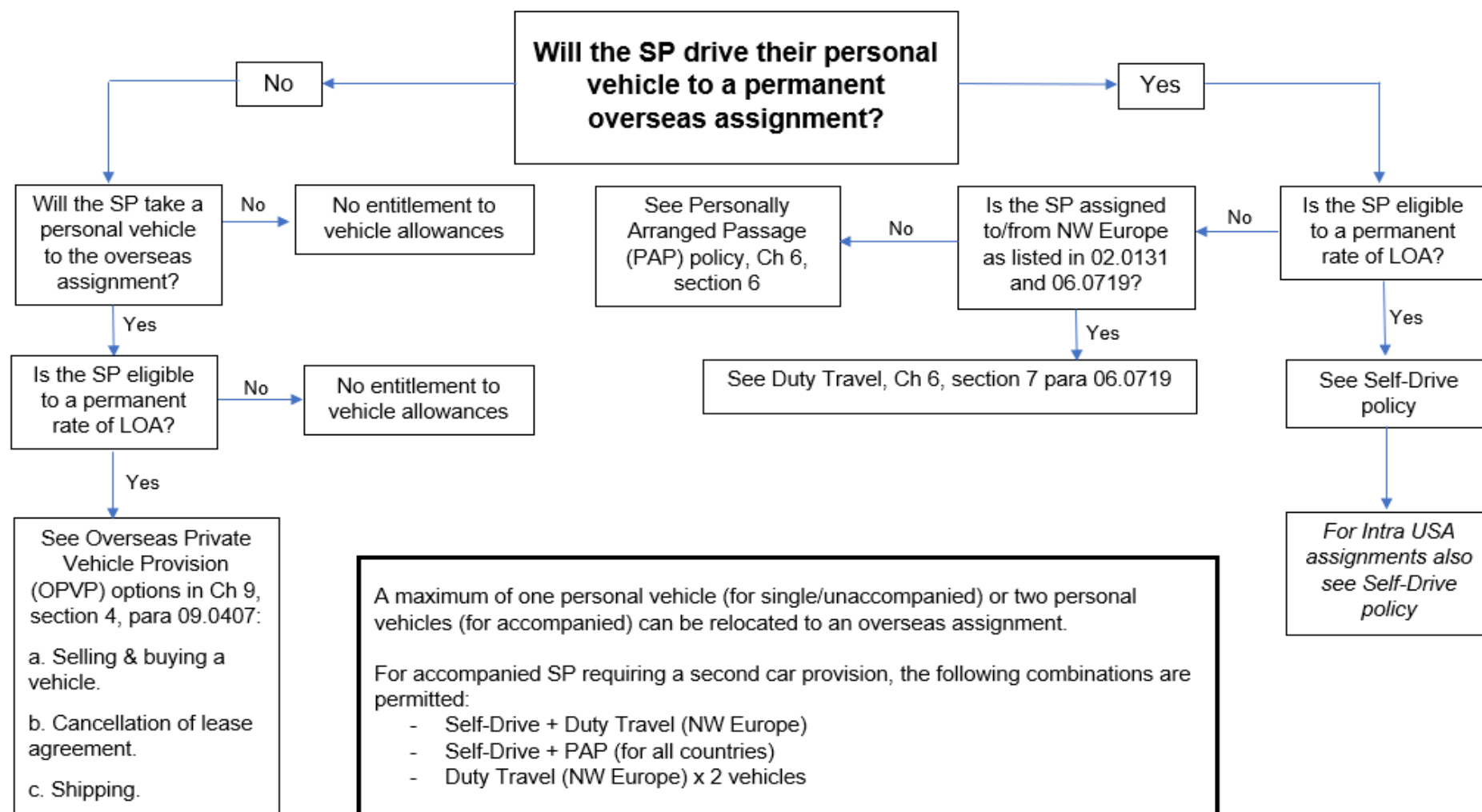
**0601212. Method of Claim.** All self-drive claims are made via the JPA Claim system and will be paid direct to the Service person's nominated bank account. Receipts must be retained by the Service person for a minimum of 24 months for audit purposes.

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## DRIVING TO AN OVERSEAS ASSIGNMENT



# CHAPTER 7 – COMMUTING

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# Chapter 7 Section 1 – Get You Home (Early Years)

## General

**07.0101. Aim.** The aim of Get You Home (Early Years) (GYH(EY)) is to enable junior members of the Services in the UK to maintain links with their close family/friends and home area while they adjust to Service life. GYH(EY) can only be claimed for journeys between the Service person's duty station or Residence at Work Address (RWA) in the UK and a qualifying address in the UK or the Republic of Ireland (ROI) except for personnel eligible for travel outside the UK and ROI (formerly known as the GYH(EY)(Overseas Assistance Scheme)). Travel within the UK is normally warrant based, for those eligible for travel abroad GYH(EY) provides capped actuals or a contribution to the cost of travel to a qualifying address abroad.

**07.0102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296 GYH(EY) is non-taxable.

## Definitions

**07.0103. Qualifying Service.** Qualifying service, for the purposes of GYH(EY) is defined as all service from the first day of paid service on a regular commission or engagement.

**07.0104. Qualifying Addresses.** Qualifying addresses are to be restricted to the addresses of the following:

- a. A registered Next-of-Kin/Emergency Contact.
- b. A parent/guardian or close blood relative.
- c. A parent/guardian or close blood relative of the Service person's spouse/civil partner.
- d. A fiancé(e), intended civil partner or long-standing friend.
- e. A residence where the Service person has established a home.
- f. A Boarding School where the Service person has a child(ren) being educated.
- g. An address in an area in which the Service person intends to settle after discharge. This is applicable only to those who have a firm discharge date within 6 months of the date of the GYH(EY) journey. Any address is eligible, including a hotel, boarding house, or the home of a friend or relative in the chosen area, but Subsistence Allowance may not be claimed.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**07.0105. Entitlement Period.** The entitlement period commences from the first day of paid service on recruit or initial officer training and ceases 12mths following completion of Phase 1 training. Journeys undertaken after this period are not permitted.

## Eligibility

**07.0106. Eligible Service Personnel.** Regular Service personnel will be eligible for GYH(EY) irrespective of PStat Cat, if they are on a full-time regular commission or engagement and assigned in the UK. For Service personnel undergoing Phase 1 training as a re-joiner or as an Officer Commissioned from the Ranks (OCFR) see para **07.0107e** and **10.0125**.

Eligibility to GYH(EY) will continue when Service personnel are in receipt of GYH Travel or LSA. Travel outside the UK and ROI is permitted for personnel who have a qualifying address on joining the Services which is outside the UK and the ROI or their appropriate relative/friend moves to a qualifying address within the qualifying period. However, where there ceases to be a qualifying residence outside the UK or the Republic of Ireland then the eligibility to further journeys outside the UK and ROI will cease and any GYH(EY) journeys taken outside of the UK and ROI after this date will not be refunded.

## Ineligibility

**07.0107. Ineligible Service Personnel.** Service personnel are ineligible for GYH(EY) if:

- a. The journey undertaken is 12mths after the completion of Phase 1 training.
- b. They are assigned overseas.
- c. They are assigned to a Seagoing Longer Separation Allowance Qualifying Unit (SLQU) (see **Chapter 2 Section 1**).
- d. They are registered for the Domiciled Collective Leave (DOMCOL) scheme.
- e. They are undergoing Phase 1 training as a re-joiner or as an OCFR and in receipt of LSA (see **Chap 10 Sect 1**) or GYH(T) (**See Section 4**).

## Entitlement

**07.0108. Qualifying Address in UK or ROI.** Entitlement to GYH(EY) journeys to a qualifying address within the UK and ROI as defined at paragraph **07.0104** is as outlined below:

Age on Day 1 of Phase 1 training	GYH(EY) Entitlement	Claim Period
Under 17½ years of age	Max 4 journeys	GYH(EY) journeys to be undertaken from the first day of paid service on recruit or initial

Over 17½ years of age	Max 2 journeys	officer training up to 12mths following completion of Phase 1 training.
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**07.0109. Qualifying Address outside UK or ROI.** Entitlement to GYH(EY) journeys to a qualifying address outside the UK and ROI as defined at paragraph **07.0104** is as outlined below:

- a. Provides capped actuals, or a contribution towards, one return journey a year for the period of qualifying Service between the Service person's duty station or Residence at Work Address (RWA) and a qualifying address outside the UK or the ROI.
- b. Actual travel costs up to the MOD determined cap are refundable for the return journey, including terminal travel at each end of an overseas journey, starting at the Residence at Work Address (RWA) or the duty station and ending at the qualifying address overseas.
- c. Entitlement to an overseas journey when eligible will continue if personnel are in receipt of LSA but may not be claimed concurrently with GYH(O). If in an SLQU personnel must surrender 1 GYH(S) for each GYH(EY) journey, each GYH(S) journey surrendered will attract 25% of the annual MOD capped rate (this meets the MOD cap of an overseas GYH(EY) journey being equivalent to 4 assumed GYH(EY) journeys within the UK and ROI).

**07.0110. Calculation of Travel Entitlement GYH(EY) within the UK or ROI.** The following rules are to be applied to Service personnel who:

- a. **Undertake Single GYH(EY) Travel Journeys.** Where Service personnel use only a single GYH(EY) travel warrant for a GYH(EY) journey within the UK or ROI, this will count as a half journey against their annual entitlement. The remaining half can be used at any other time during the current entitlement period.
- b. **Are Leaving the Service or who Become or Cease to be Eligible for GYH(EY).** Service personnel leaving the Service during the GYH(EY) entitlement period will not be permitted to claim any GYH(EY) journeys from the date the individual is notified that their Service is to be terminated. However, our youngest cohort under the age of 17½ will be eligible for one further GYH(EY) warrant for each 3 month period following notification of termination, up to their cap, in order to receive family support. Once the SP who is to be terminated reaches 18 years of age, there will be no further GYH(EY) entitlement.

**07.0111. Calculation of Travel Entitlement for GYH(EY) journeys outside the UK and ROI.** The following rules are to be applied to Service personnel who:

- a. Are under the age of 17 years 6 months. They are entitled to a refund of 25% of the annual MOD Capped Rate. If eligible these personnel may not claim more than the full MOD Capped Rate in the entitlement period.
- b. Over the age of 17½ and undertaking Phase 1 Training or in the 12mths following completion of Phase 1 training are entitled to a refund of 50% of the

annual MOD Capped Rate. Individuals may only use this provision once during their entitlement period. The Journey attracting the use of this provision is to be undertaken before the 12mths post completion of Phase 1 training.

c. Are leaving the Service or who cease to be eligible for GYH(EY). GYH(EY) journeys already claimed will not be recovered should the Service Person leave the Service prior to completing the required qualifying period.

d. Undertake single GYH(EY) journeys. Claims can be made for the actual costs incurred, up to their entitlement or the annual MOD Capped Rate if qualified, whether it is a single journey or a return journey.

**07.0112. Change of Qualifying Residence.** Where there is a change of qualifying residence, possibly to a different country but not to the UK or the Republic of Ireland, the future entitlement to GYH(EY) will be calculated on the actual return costs of travel to/from the new qualifying residence up to the annual MOD Capped Rate.

## Conditions GYH(EY)

**07.0113. Methods of Travel for personnel entitled within the UK and ROI.** Service personnel may choose to travel on their GYH(EY) journeys by rail, any other public transport or by motor vehicle, and claim or be reimbursed, as follows:

a. **Rail and Ferry Travel.** For journeys by rail, and associated sea passages where applicable, standard class Service arranged tickets are to be issued for the recognised direct and/or cheapest route. Service personnel who wish to travel by a more expensive means such as First Class or sleeper accommodation may, at their own expense, exchange the standard class warrant and pay the excess costs. Where the period of the return journey extends beyond the validity of a return ticket, 2 single warrants may be issued and will count as one return journey against GYH(EY) entitlements.

b. **Bus/Coach.** Where journeys are undertaken wholly by bus or coach actual fares may be reimbursed up to the cost of Motor Mileage Allowance (MMA) for the journey. The Service person must retain the ticket for the journey concerned to support their claim.

c. **Civil Air.** Where the journeys are undertaken by civil air, the actual costs will be refunded up to the MMA cost of the same journey, had the entire distance been travelled by road. Terminal travel costs to/from the airport by any mode of transport may be reimbursed within this overall limit. The claim must be supported by actual flight receipts, retained by the claimant.

d. **Motor Vehicle.** When Service personnel travel by motor vehicle they may claim MMA or the mileage from the place of duty, or RWA, to the nominated qualifying address and return. Mileage is to be calculated by the most direct route which takes account of motorways, bypasses and any other relevant factors:

(1) **Claims for Car Travel.** The MMA will be admissible for one entitled person per vehicle, who does not necessarily have to be the driver or the owner. Personnel may claim in respect of their own car or a borrowed car or where they have contributed towards the cost of a journey in someone else's

car, recognising that mileage allowance is payable for only one entitled person per vehicle. Passenger allowance is not admissible to avoid disadvantaging entitled passengers because the sum of money payable is insufficient to offset the loss of a GYH(EY) journey.

(2) **Private Hire Vehicles.** Where Service personnel travelling to their appropriate qualifying address hire a vehicle for the journey, those entitled may claim the following:

(i) The driver may claim MMA for each full return journey.

(ii) Any entitled passengers may claim 75% of MMA for the mileage they complete in the privately hired vehicle for each return journey they undertake. Any other travel costs incurred by passengers for the remaining part of their journey will not be refunded. The amount payable is set at 75% of MMA to enable passengers to make a contribution to the cost of hiring the vehicle and other associated costs.

Each claimant will be debited with one journey against their entitlement for each claim they make. It will be the responsibility of Service personnel travelling in the privately hired vehicle to arrange an appropriate split of the actual costs incurred for the hire and running costs of the privately hired vehicle.

e. **Taxi.** Where no form of public transport operates to within one mile of the authorised departure or destination address, or public transport was not operating at the time of travel, reasonable expenses necessarily incurred in providing the cheapest alternative means of transport (e.g. taxi) may be refunded. On-base journey distances are not to be used in calculating eligibility to use taxis to the appropriate rail or coach station.

f. **Inland Ferry, Toll Charges or Congestion Charges.** Costs incurred for inland ferry, toll, parking or congestion charges are not admissible, but the whole distance travelled may be used to calculate the MMA entitlement. MMA is not admissible for any longer distance necessary to detour round the crossing.

g. For personnel eligible to travel outside the UK and ROI capped rates apply on any claim.

**07.0114. Journeys on Change of Assignment Broken by Leave.** Where on change of assignment Service personnel proceed on leave within the UK, prior to reporting to their new duty station, a claim may be made for the UK leave portion of the journey provided that a journey is used from the Service person's GYH(EY) entitlement.

**07.0115. Refunds.** Claims for refunds in respect of leave travel by rail or by ferry are not admissible. However, due to the security implications of trying to use warrants in NI and the Republic of Ireland and the fact that warrants are not valid in the Republic of Ireland, Service personnel travelling in those countries must book their travel through the nominated Travel offices and may then exceptionally claim refunds of rail or ferry travel costs.

**07.0116. Travel to the GB Islands, Northern Ireland (NI) and the Republic of Ireland.** Travel from the UK mainland assignment station to the GB Islands, NI or the Republic of Ireland will be admissible if one of the following conditions is fulfilled:

- a. The Service person was domiciled there up to the time of joining the Services.
- b. The Service person's spouse/civil partner would normally be domiciled there but for the exigencies of the Service.
- c. The Service person has a parent (or, if their parents have died, a brother or sister) domiciled there.

**07.0117. Journeys Involving Travel to/from the GB Islands.** Those who meet the eligibility criteria at paragraph **07.0106**, and where appropriate paragraph **07.0116**, will receive one of the following travel entitlements:

- a. **GB Island Locations Where Flight Travel Options are Limited.** Where Island to/from UK mainland travel is limited to one flight route, the eligible Service person will receive return flights for each entitled GYH(EY) journey to/from the Island airport to the sole UK mainland airport plus MMA for the return terminal travel at each end of the flight.
- b. **GB Island Locations Where Various Flight Travel Options are Available.** Where various Island to/from UK mainland flight travel options are available, the eligible Service person will receive return flights for each entitled GYH(EY) journey from the Island airport to the UK mainland airport closest to the UK mainland qualifying address, or vice versa. In addition, they may receive MMA for the return terminal travel for the total distance from the assignment station to the UK mainland airport and from the Island airport to the Island qualifying address, or vice versa.
- c. **Eligible Service Personnel who Opt to Travel by Means Other Than Air.** Where eligible Service personnel opt to travel by car and ferry as an alternative to air travel, either to or from the Islands, the actual travel costs for the eligible Service person and the vehicle will be refunded up to the cost of the appropriate return airfare plus MMA for the return distance from the duty station to the port of embarkation.

**07.0118. Overseas Qualifying Address.** Where Service personnel nominate a qualifying address overseas, travel at public expense will be from the place of duty or RWA to the place of embarkation in the UK and return. For the purpose of reunion, Service personnel may invite their close family/friends (see paragraph **07.0104**) to visit their UK place of duty or RWA. A claim for the reimbursement of the cost of the return journey actually undertaken by the Service person in a private car in order to convey the close family/friend from or to the point of disembarkation/embarkation in the UK, is admissible against the Service person's GYH(EY) entitlement. One journey is to be deducted from the Service person's annual GYH(EY) entitlement for each return journey claimed.

**07.0119. Methods of Travel for personnel entitled to journeys outside the UK and ROI.**

- a. Service personnel may choose to travel on their GYH(EY) journeys by any means however, all GYH(EY) claims must be supported by actual flight, rail, ferry or

other travel receipts. Rail travel within the UK is to be undertaken using standard class Service arranged tickets. The cost of the Service arranged ticket is to be deducted from the MOD cap when submitting the claim (e.g. for an individual with an entitlement to the full annual MOD Capped Rate where their total travel costs are £1450 and for whom a Service arranged ticket was issued costing £70 the maximum claim submitted should be will be for the annual MOD Capped Rate less the cost of the Service arranged ticket).

b. When Service personnel travel by motor vehicle for part of the journey they may claim Motor Mileage Allowance (MMA) for the mileage of that portion of the GYH(EY) journey as part of their overall costs. The mileage is to be for the most direct route. This MMA entitlement is to be included within the overall cost of the claim and paid from within the annual MOD Capped Rate, it is part of the overall costs.

c. When claimed, the MMA will be admissible for one entitled person per vehicle, who does not necessarily have to be the driver or the owner. Personnel may claim in respect of their own car or a borrowed car or where they have contributed towards the cost of a journey in someone else's car, recognising that mileage allowance is payable for only one entitled person per vehicle. It is anticipated that when more than one entitled Service person travel together on GYH(EY) journeys they will share the costs and this arrangement will be sorted out separately.

d. Costs incurred for inland ferry, toll charges, parking or congestion charges are not admissible, but the whole distance travelled may be used to calculate the MMA entitlement. MMA is not admissible for any longer distance necessary to detour round the crossing.

e. Where no form of public transport operates to within one mile of the authorised departure or destination address, or public transport was not operating at the time of travel, reasonable expenses necessarily incurred in providing the cheapest alternative means of transport (e.g. taxi) may be refunded as part of the overall capped travel costs. On-base journey distances are not to be used in calculating eligibility to use taxis to the appropriate rail or coach station.

**07.0120. Untaken GYH(EY) Journeys.** There is no entitlement to carry forward any untaken GYH(EY) journeys beyond 12 mths following completion of Phase 1 training. If the Service person was unable to undertake the journey for exceptional circumstances or Service reasons, an application to carry forward should be forwarded to DBS PACCC for consideration.

**07.0121. Transfer of GYH(EY) Journeys.** Eligible Service personnel may, if they wish, transfer any of their entitlement to GYH(EY) journeys to their spouse/civil partner, a registered Next of Kin/Emergency Contact, or a parent/guardian or close blood relative, for travel between their residence (including overseas where eligible) and the Service person's duty station. When this takes place each transferred journey will count as one journey against the Service person's entitlement. A return Service arranged ticket transferred to an adult will count as one journey but a return Service arranged ticket transferred to a child under 16 will count as a half journey against the Service person's entitlement. Where the journey is transferred and claimed as MMA in lieu the transferred



claim will count as 1 journey against the Service person's entitlement irrespective of how many close family/friends are in the vehicle.

**07.0122. Hospital In-Patients.** Service personnel undergoing approved In-patient treatment in a Service or civil medical establishment in the UK for at least 2 months, or admitted to hospital immediately on arrival in the UK after medical evacuation from overseas, who are unable to make use of one or more of their GYH(EY) entitlement are entitled to transfer GYH(EY) journeys to their spouse/civil partner, a registered Next of Kin/Emergency Contact, or a parent/guardian or close blood relative, for the purpose of visiting them in hospital. These transferred entitlements may not be used for any other journey.

**07.0123. Transfer from GYH(EY) or DOMCOL to GYH(EY).** Service personnel who have elected to take GYH(EY) entitlements or registered for DOMCOL who are otherwise eligible for GYH(EY) may transfer to GYH(EY) at any point during their period of qualifying Service, subject to the following conditions:

- a. **Transfer from GYH(EY).** Entitlement will be based on the number of GYH(EY) journeys available to the individual. Each available GYH(EY) journey will attract reimbursement up to 25% of the annual MOD Capped Rate for qualifying GYH(EY)(OA) journeys.
- b. **Transfer from DOMCOL.** Any DOMCOL qualifying service prior to transfer to GYH(EY) will be forfeited on transfer. Personnel who subsequently rejoin the DOMCOL scheme after a period of up to 3 years initial regular service will be required to serve for a further 5 years before qualifying for a publicly funded DOMCOL journey (e.g. End date of qualifying period for GYH(EY) plus 5 years DOMCOL = qualification date for DOMCOL).

## Rates

**07.0124 Rates.** GYH(EY) is normally a warrant based allowance for standard class rail travel or the actual mileage travelled is refunded at MMA. When MMA is paid the rate will have been calculated by CDP(AF Rem) Allces in accordance with the methodology at **Chapter 6 Section 4**. Current rates of MMA are also at **Chapter 3 Section 1**.

**07.0125 Rate Calculation for Personnel entitled for travel outside UK and ROI.** The MOD cap for GYH(EY) is based on the notional cost of 4 assumed GYH(EY) journeys within the UK. This is a trade off of the GYH(EY) annual entitlement. Subsequent annual rates will be adjusted by the annual percentage change (increase or decrease) in the MMA rate. The GYH(EY)(OA) rate is promulgated in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate of GYH(EY)(OA) is also at **Chapter 3 Section 1**.

## Method of Claim

**07.0126 Method of Claim.** GYH(EY) will be delivered by Service arranged tickets (or part delivered up to capped rate for journeys outside the UK and ROI) where appropriate, for journeys by rail, air or ferry. Applications for GYH (EY) journeys should be made by the Service person using the JPA on-line self-service system. For journeys undertaken by private motor vehicle, or other means of public transport, eligible personnel will be entitled to submit their retrospective claims for the applicable fares (less any Bonus



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Points/Customer Incentives) and/or MMA for the return journey using the JPA Expenses Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before transcribing the claim onto JPA F016a prior to sending to the JPAC for payment. Where journey costs for those eligible for travel outside of the UK and ROI exceed the capped limit no warrants should be issued; the individual should arrange their own tickets and claim the cost up to the cap, an advance up to the capped rate may be claimed via the JPA Expenses Claim system.

## **Method of Payment**

**07.0127 Method of Payment.** All expenses claim entitlements, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

# Chapter 7 Section 2 – Get You Home (Seagoers)

## General

**07.0201. Aim.** The aim of Get You Home (Seagoers) (GYH(S)) is to support and improve retention by reducing the impact of separation on seagoing personnel.

**07.0202. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296 GYH(S) is non-taxable.

## Definitions

**07.0203. GYH(S) Definitions.** The following definitions are used for the purpose of these regulations:

- a. **Seagoing LSA Qualifying Units (SLQU).** SLQUs are those seagoing vessels exempt from the Longer Separation Allowances (LSA) 7 day qualification period. A list of qualifying vessels is held by the JPAC. SLQU is further defined at **Chapter 2 Section 1.**
- b. **Qualifying Addresses.** SP are to nominate an address to which they will travel using their GYH(S) journeys. The nominated address may only be changed at the CO's discretion, following normal official request procedures. Where a Service person seeks to change a qualifying address on a regular basis (i.e.more than twice in any one assignment year), authority is to be sought from NAVY PEOPLE-REM SO2A, accompanied by a report detailing the circumstances.

## Eligibility

**07.0204. Eligible Service Personnel.** All Regular Service personnel in receipt of Regular Service rates of pay and Reserve Service personnel (but not Sponsored Reserves or Cadet Force Adult Volunteers) who commence a permanent assignment in a SLQU, or who serve on a temporary assignment for a period of 36 consecutive days or more in such a Unit, are eligible to accumulate GYH(S) journeys.

## Entitlement

**07.0205. Annual Entitlement.** Qualifying personnel are entitled to a maximum of 10 GYH(S) journeys per leave year. These journeys may be taken at any time during the leave year, provided the Assignment End date demonstrates the SP is in an eligible unit for the entire year. Where this is not the case, GYH(S) journeys are to be allocated on a *pro rata* basis of 1 journey for every 36 days the SP is expected to be eligible. GYH(S)/GYH(S) Additional journey (see paragraph **07.0210**) entitlements remain unaffected when a Service person is in receipt of the GYH Travel allowance; however, when SP are in receipt of GYH(T) and GYH(S) they may use a combination of the two but no more than 2 GYH(S) may be used in any calendar month.

**07.0206. Travel to Qualifying Address.** GYH(S) travel is restricted to a single authorised qualifying address as defined in paragraph **07.0203b**. Travel to a qualifying address overseas will be restricted to travel between the UK port from which the journey starts to the nearest practicable UK point of embarkation/disembarkation for the overseas location, as determined by the unit HR admin staff.

**07.0207. Time Qualification Criteria.** Service personnel serving in a SLQU, will be granted one GYH(S) journey for each anticipated period of 36 consecutive days in the SLQU up to a maximum of 10 journeys in any leave year. These journeys may be taken at any time during the leave year; provided there is a reasonable expectation of continuing entitlement (e.g. estimated assignment end date). The journeys will be for travel from the ship's port location in the UK, or from a temporary place of duty on the UK mainland and the islands surrounding the UK mainland (see **Chapter 2 Section 1**), to the Service person's qualifying address. Those who serve for periods of temporary duty between 10 and 36 days do not have an entitlement to GYH(S) but may claim either GYH Travel or LSA, subject to meeting the appropriate eligibility criteria. If a period of temporary duty exceeds 36 days for unplanned reasons GYH(S) is effective from the 37<sup>th</sup> day.

**07.0208. Seagoing Personnel Temporarily Landed Ashore.** Service personnel serving in SLQUs who have a planned move ashore on temporary duty or for other reasons (e.g. sickness, disciplinary or Managed Move ashore) for continuous periods of less than 36 days will continue to receive their GYH(S) entitlement. For periods of 36 days or more the GYH(S) entitlement will cease from the first day away from the SLQU and personnel may have an entitlement to claim a GYH Travel allowance provided they meet the eligibility criteria. If a period of temporary duty exceeds 36 days for unplanned reasons, entitlement to GYH(S) will cease from the 37<sup>th</sup> day when GYH Travel will become effective if applicable. Service personnel are permitted to use their accrued GYH(S) journeys whilst serving away from the SLQU, for travel between the temporary duty station in the UK and their qualifying address. The GYH(S) entitlement should be reduced proportionately with the period spent in receipt of GYH Travel at the rate of one journey per 36 days. Embarked personnel will cease accruing GYH(S) journeys from the date of leaving the SLQU.

**07.0209. SLQUs Alongside in UK Ports.** Units alongside in Base Port, or other UK ports for periods of 15 days or more, will remain eligible to accrue GYH(S) journeys provided the Unit is programmed to sail from this port within 12 months of arrival. Where the period is programmed to complete within 12 months, but is subsequently extended beyond this period, personnel will cease accruing GYH(S) journeys from the date the change in circumstances is notified. GYH(S) journeys accrued during the leave year prior to this date, may continue to be used up to the end of the leave year. Where the Unit is programmed to remain in port for more than 12 months, any GYH(S) journeys which have been accrued within the leave year, leading up to the Unit's change of status, may continue to be used up to the end of the leave year. Where entitlement to GYH(S) has ceased, and for ships in build, accrual of further journeys will re-commence on the day the Unit sails from the port in which it has been berthed.

**07.0210. GYH(S) Additional Journeys for Displacement of Ships from Base Port.** GYH(S) Additional Journeys may be issued to compensate displacement of ships from their Base Port. Should a Unit have its Base Port formally changed to the displaced port, GYH(S) Additional Journeys will cease from the effective date of the Base Port change. The relevant criteria for GYH(S) Additional Journeys are:

- a. When a ship is displaced from her UK Base Port to another port in the UK, members of the ship's company will be eligible for one additional return GYH(S) travel journey for each period of 36 consecutive days, in addition to any GYH Travel entitlement and GYH(S) entitlement.
- b. One GYH(S) Additional Journey may be claimed by Service personnel for each complete period of 36 consecutive days spent at the displaced port; periods of less than 36 days may not be aggregated or carried forward for this purpose. A Journey may be authorised at any time during a 36 day period where Service personnel are expected by their CO to be retained at the displaced port for that length of time.
- c. Periods of detached duty or annual leave away from the displaced port for 15 days or more will not count towards the qualifying period for the issue of GYH(S) Additional Journeys.
- d. Journeys authorised under these regulations may be accumulated and used within the period of displacement, but any GYH(S) Additional Journeys unused at the end of the displaced period are forfeited.
- e. GYH(S) Additional Journeys may be used for return journeys between the displaced port and the Base Port. Where the cost of travel to a qualifying address destination is within the cost of travel to the Base Port, a GYH(S) Additional Journey may be used to that address in lieu. The cost of travel will be covered either by Service arranged ticket and/or Motor Mileage Allowance (MMA) as appropriate.
- f. Where the Service person travels by private motor vehicle and the distance from the displaced port to the qualifying address exceeds the distance of travel to the Base Port, a claimant may be reimbursed actual travel costs or MMA up to a maximum of the distance between the displaced port and Base Port.
- g. If a Service person in PStat Cat 1 is accompanied (Acc) by their immediate family at the displaced port other than for casual visits (a visit not exceeding 28 days in any period of 61 days) the time spent living out with the immediate family at the displaced port will not count towards the qualifying period for the issue of GYH(S) Additional Journeys under these regulations.
- h. A member of the ship's company who, whilst at the displaced port and entitled to receive GYH(S) Additional Journeys under these conditions, is assigned to a shore post will cease to be eligible with effect from the date of leaving the ship.

**07.0211. Visits to Other UK Ports.** GYH(S) journeys will remain unaffected when individuals are in receipt of LSA, during visits to UK ports other than the Base Port, where the visit does not exceed 14 days.

**07.0212. GYH(S) and GYH(S) Additional Travel to the GB Islands, Northern Ireland (NI) and the Republic of Ireland.** Travel to the GB Islands, NI or the Republic of Ireland from a UK mainland port will only be admissible for Service personnel who fulfil one of the following conditions:

- a. The Service person was domiciled there up to the time of joining the Services.
- b. The Service person's spouse/civil partner would normally, but for the

exigencies of the Service, be domiciled there.

- c. The Service person has a parent (or, if their parents have died, a brother or sister) domiciled there.

When a GYH(S) journey is made to the GB Islands, personnel under the age of 18 may have a publicly funded return flight between the sole UK mainland airport and the Island airport, or if cheaper to the Crown than the equivalent rail journey to the sole UK mainland airport, personnel may travel from airports closer to their place of duty. All SP over the age of 18 will be refunded MMA for the road element of the journey e.g. duty station to port of embarkation and from port of disembarkation to nominated address. The over the water element of the journey will be reimbursed in full (ferry fare for car and driver only).

**07.0213. Ceasing Entitlement to Accrue GYH(S) Journeys.** Accrual of GYH(S) entitlements will cease on the following occasions:

- a. On the commencement of any leave in advance of assignment (including periods between GYH(S) qualifying Units), or on the date of leaving a SLQU on re-assignment.
- b. On the date of arrival in the displaced port for periods in excess of 12 months.
- c. Where a Service person has retained LSA during a period of temporary absence from a SLQU:
  - (1) For planned periods of 36 days or more, on the first day of temporary duty.
  - (2) When a period of temporary duty exceeds 36 days for unplanned reasons, on 37<sup>th</sup> day.
- d. From the first day of any period that pay is not in issue, including periods for which pay is subsequently forfeited.
- e. On the start of loan service.

## Conditions

**07.0214. Effect on Other Allowances.** **Annex A** to this Section details the entitlement of seagoing personnel to LSA, GYH Travel, GYH(S)/GYH(S) Additional Journeys and Unpleasant Living Allowance (ULA).

**07.0215. GYH(S) and GYH(S) Additional Journeys - Single Journeys.** When the SLQU sails during a period of leave, and return travel to a different location is required, 2 single journeys may be issued and each accounted for as a half journey against the individual's GYH(S) or GYH(S) Additional entitlement. Any half journeys remaining on re-assignment will be forfeited.

**07.0216. Issue of Multiple Travel Methods for GYH(S) or GYH(S) Additional Journeys.** A GYH(S)/GYH(S) Additional Journey will only be granted to a qualifying address in the UK (see paragraph **07.0203b**). If the journey requires the issue of more

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than one method of travel for separate parts of the same journey (e.g. because it covers travel by mainland rail services and the Isle of Man Railway), it will count as one journey.

**07.0217. Methods of Travel.** Service personnel may choose to travel on their GYH(S) journeys by rail, any other public transport or by motor vehicle, and claim or be reimbursed, as detailed in paragraph **07.0113**, but for GYH(EY) read GYH(Seagoers).

**07.0218. Refunds.** Claims for refunds in respect of leave travel by rail are not admissible for GYH(S) Journeys. However, due to the security implications of travel in NI and the Republic of Ireland and the fact that warrants are not valid in the Republic of Ireland, Service personnel travelling in those countries must book their travel through the nominated Travel offices and may then exceptionally claim refunds of rail or ferry travel costs.

**07.0219. Bonus Points or Customer Incentives.** Bonus points or customer incentives may be used to defray the cost of travel but will not be considered in the assessment of re-imbursement due.

**07.0220. Travel to and from a Rail/Bus/Coach Station.** Where the nearest railway, bus or coach station, or place of embarkation or disembarkation is more than one mile from the duty location or qualifying address, travelling expenses incurred for that element of the journey carried out in public transport in the form of bus, boat or ferry on normal routes may be met by public funds.

**07.0221. Combination Travel.** The use of a combination of methods of travel for GYH(S) travel journeys is admissible, provided the principles given in the Duty Travel Section of this JSP (**Chapter 6 Section 7**) are observed. Refund of costs for the return journeys is to be restricted to the notional cost of MMA by the most direct route. Combination travel will count as one GYH(S) journey for record purposes.

**07.0222. Carry Forward of GYH(S) Journeys on Assignment from Seagoing to Shore Service.** Service personnel may carry forward GYH(S) journeys in accordance with the following:

- a. **SP Proceeding Directly To A Professional Qualifying Course.** When SP are assigned to a Professional Qualifying Course directly from an SLQU, they may carry forward their total remaining balance of GYH(S) journeys. These are to be claimed before the end of course or within 12 months of leaving the SLQU, whichever is sooner; paragraph 07.0223 will not apply in this instance.
- b. **SP Proceeding Directly To Shore Service (Not PQC).** SP may carry forward up to 5 GYH(S) journeys into the 12 month period immediately following assignment from Seagoing to Shore Service. Where this period straddles a leave year, SP will retain their entitlement to 5 journeys; paragraph 07.0223 will not apply in this instance.

**07.0223. Carry Forward of GYH(S) Journeys Between Leave Years.** Carrying forward of GYH(S) journeys from one leave year to the next will not be permitted unless exceptional operational reasons exist which prevented the seagoer from using the journeys; no more than one journey may be carried forward into the following leave year in these circumstances. The CO's authority is required for this carry forward.



**07.0224. Non-British Passport Holders.** With the exception of SP from the Republic of Ireland, SP who have come to the UK from their home in a country abroad specifically to join the British Armed Forces or alternatively, joined the British Armed Forces from their home in a country overseas, are able to exchange either 5 or 10 GYH(S) journeys for one return journey to their country of domicile.

a. **Ineligibility.** Service personnel may not use GYH(S) for a UK journey during the same 12 month period as the journey to their country of domicile if all 10 GYH(S) journeys are exchanged.

b. Service personnel may not use GYH(S) in the same 12 month period as DOMCOL (JSP760 Tri-Service regulations for Leave & other Types of Absence refers).

**07.0225. Transfer of Journeys.** Service personnel may transfer GYH(S) and GYH(S) Additional journeys to their immediate family (see **Chapter 2 Section 1**), in accordance with the instructions below:

a. Up to 6 GYH(S) and GYH(S) Additional Journeys may be transferred to the immediate family at any time for travel between their place of residence and the Service person's place of duty.

b. Whilst a SP is permanently assigned to a SLQU/Unit/Ship which is deployed away from their Base Port with their SLQU/Unit/Ship, up to a maximum of 6 journeys in any leave year may be transferred under the following criteria:

(1) To the immediate family, provided the purpose of travel is to visit either the spouse's/civil partner's or Service person's parents, or;

(2) To the SP's close family and/or the close family of the spouse/civil partner, provided the travel is to the spouse's/civil partner's address, or;

(3) To the spouse/civil partner/immediate family for travel to and from accommodation in the UK, provided by a charitable organisation for service family respite.

When this takes place each transferred journey will count as one journey against the Service person's entitlement. A return rail journey transferred to an adult will count as one journey but a return rail journey transferred to a child under 16 will count as a half journey against the Service person's entitlement. Where the journey is transferred and claimed as MMA in lieu the transferred claim will count as 1 journey against the Service person's entitlement irrespective of how many close family/friends are in the vehicle.

**07.0226 Deployed Units.** SP deployed in a Seagoing LSA Qualifying Unit who are:

(1) Deployed continuously for 182 days; or

(2) Deployed on a Forward Deployed Unit for a minimum of 182 days in any 365 day period,



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

can exchange either 5 or 10 GYH(S) journeys for 1 or more return flights to the location of an OSP when deployed<sup>1</sup>. The contribution can be used for immediate family (spouse, child), close family member (parent, sibling), long term partner or longstanding friend, as approved by the CO. Return travel from the UK airport of choice, terminal travel costs to/from the airport by any method may be reimbursed within the overall limit.

**07.0227. Children Under 16 Years of Age.** When GYH(S)/GYH(S) Additional Journeys are transferred to children under 16 years of age, where a half fare or less is chargeable, they are to be accounted for as a half journey. The remaining half journey may only be issued in the same leave year.

**07.0228. Seagoing Longer Separation Allowance Qualifying Unit.** Those personnel assigned to SLQUs who meet the eligibility and entitlement criteria at **Chapter 7 Section 1** will be entitled to GYH(EY)(OA) journey reimbursement as detailed in **Chapter 7 Section 1** until their 18<sup>th</sup> birthday. Eligible personnel will in return surrender 1 GYH(S) for each 25% of the MOD determined cap claimed in a given entitlement year. Conditions, Rates and method of claiming is detailed in **Chapter 7 Section 1.**

## Rates

**07.0229. Rates.** GYH(S)/GYH(S) Additional Journeys are normally a rail journey based entitlement for standard class rail travel or the actual mileage travelled is refunded as MMA. When MMA is paid the MMA rate will have been calculated by CDP(AF Rem) Allces in accordance with the methodology at **Section 4 of Chapter 6.**

## Method of Application/Claim

**07.0230. Method of Application/Claim.** GYH(S)/GYH(S) Additional Journeys will be delivered by Service arranged tickets where appropriate, for journeys by rail, air or ferry. Applications for GYH(S) journeys should be made by the Service person using the JPA on-line self-service system. For journeys undertaken by private motor vehicle, or other means of public transport, eligible personnel will be entitled to submit their retrospective claims for the applicable fares (less any Bonus Points/Customer Incentives) and/or MMA for the return journey using the JPA Expenses Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before transcribing the claim onto JPA F016a prior to sending to the JPAC for payment.

## Method of Payment

**07.0231. Method of Payment.** GYH(S) and GYH(S) Additional Journeys will be delivered by Service arranged ticket where appropriate. All expense claim entitlements, irrespective of whether they have been claimed using the on-line self-service Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

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<sup>1</sup> Up to capped amount iaw latest sS Policy.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Annex**

A. Seagoers' Entitlement to Separation, Get You Home and Unpleasant Living Allowances.

## SEAGOERS ENTITLEMENT TO SEPARATION, GET YOU HOME AND UNPLEASANT LIVING ALLOWANCES

LSA QUALIFYING UNIT SCENARIO	LSA <sup>1</sup>	GYH(S) <sup>2</sup>	GYH(S) ADDITIONAL JOURNEYS <sup>3</sup>	GYH TRAVEL <sup>4</sup>	ULA <sup>5</sup>
ALONGSIDE IN BASE PORT	N	Y <sup>6</sup>	N	Y	Y
ALONGSIDE IN UK OUT OF BASE PORT >15 DAYS	N	Y <sup>7</sup>	Y <sup>8</sup>	Y	Y
ALONGSIDE IN UK OUT OF BASE PORT < 15 DAYS	Y	Y	N	N	N
ALL OTHER CIRCUMSTANCES <sup>9</sup>	Y	Y	N	N	N

<sup>1</sup> LSA and ULA are mutually exclusive.

<sup>2</sup> For personnel with a qualifying address in the Islands surrounding the UK mainland, if the individual is in their first 3 years of service when a GYH(S)/GYH(S) Additional journey is made they may have a publicly funded flight between the sole mainland airport and the Island airport or, if it is cheaper to the Crown than the equivalent rail journey to the sole UK mainland airport, personnel may travel from airports closer to their place of duty (see Section 3 of this Chapter (GYH(EY))). Beyond 3 years Service personnel will be refunded the full ferry fare (car and driver only).

<sup>3</sup> This is 1 additional journey to GYH(S) for consecutive periods of 36 days in a displaced port.

<sup>4</sup> Payable to personnel who own or occupy a qualifying property more than 50 miles from the Base Port and have not been given exceptional approval to travel daily in excess of 50 miles.

<sup>5</sup> ULA will be paid to personnel of any rank occupying multi-occupancy accommodation of 3 berths or more in specific classes of ships and submarines which fall below Fleet Accommodation Standards. It will not be paid to those normally living ashore but onboard for duty. It will not be paid concurrently with LSA.

<sup>6</sup> Yes provided period alongside is programmed to complete within 12 months.

<sup>7</sup> Yes provided period alongside is programmed to complete within 12 months.

<sup>8</sup> Yes provided in a displaced port for a period programmed to complete within 12 months and the unit has not had its Base Port formally changed to the displaced port.

<sup>9</sup> Includes at sea, anchor or buoy, or in foreign ports or when nuclear propulsion staff are required to maintain sea watches alongside (LSA will however cease on the first day a claimant no longer meets the qualification criteria for the allowance).

# Chapter 7 Section 3 – Home to Duty Travel

## General

**07.0301. Aim.** The aim of Home to Duty Travel (HDT) is to contribute towards the costs incurred when eligible Service Personnel (SP) travel between either their Residence at Work Address (RWA) or Alternative Working Address (AWA) and their assigned Duty Station.

**07.0302. Rationale.** HDT is payable because SP are required to be mobile as a condition of service, have a continuous liability for duty and have limited choice over the location of their Duty Station.

**07.0303. Income Tax and National Insurance Contributions (NICs).** HDT is non-taxable under a concession agreed by MOD, HMRC and HM Treasury.

**07.0304. Principles.** The following principles apply to all HDT payments:

- a. **Maximum distance for daily HDT.** The maximum one-way journey distance claimable for daily HDT is normally 50 miles or 90 minutes travelling time by public transport between RWA and Duty Station. See paragraph **07.0347** for exceptions to this.
- b. **Maximum distance for HDT when not travelling daily.** The maximum one-way journey distance claimable is 250 miles between AWA/RWA and Duty Station for SP who are undertaking formal Remote Working (RW)<sup>1</sup>. This is not applicable to SP undertaking different forms of Flexible Working<sup>2</sup> who are assumed to be travelling daily between their RWA and Duty Station.
- c. **Mileage assessment.** HDT mileage is assessed as the distance travelled by the most direct route by road as calculated by a recognised route planner such as Google maps<sup>3</sup>. See paragraph **07.0319** for route factors which may be considered.
- d. **HDT contribution limit.** HDT provides a tax-free contribution towards the cost of travel, it is not full reimbursement of all costs.
- e. **Personal Contribution.** All eligible SP must self-fund part of the cost of their travel to their Duty Station, this is known as a Personal Contribution (PC). See paragraph **07.0331** for more details.
- f. **Cost Effectiveness.** HDT payments should be based on the most cost effective and practical route. This will normally be the most direct route between RWA or AWA and Duty Station.

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<sup>1</sup> see JSP 750 – Centrally Determined Conditions of Service

<sup>2</sup> Variable Start and Finish Times (VSFT) and Compressed Working (CW).

<sup>3</sup> The same route planner is to be used within a unit, as directed by their Chain of Command.

- g. **Season Tickets.** Where a HDT journey includes use of public transport for either part or all the journey a season ticket should be considered where this is the most economical and practical means of completing the journey. Season tickets are valid for periods ranging from seven days to a year. The choice of the most cost effective season ticket depends upon the frequency of travel required by a SP's authorised working pattern. Annex A provides further details about season tickets.
- h. **Multiple Journeys.** Only one HDT return journey per day may be claimed except as detailed in paragraph **07.0344**.
- i. **Inner London.** For HDT purposes Inner London is defined as within a five mile radius of Charing Cross (the statue of King Charles I - WC2N 5DU).
- j. **Unit HR.** References to "Unit HR" in this section refer to JPA professional HR users whether accessed in-person or online via regional hubs<sup>4</sup>.

## Eligibility

**07.0305. Eligible Personnel.** The following SP are eligible to claim HDT:

- a. Regular and FTRS (Full Commitment) (FTRS(FC)) SP.
- b. Volunteer Reserve SP, including Officer Cadets who are Volunteer Reserves for University Royal Naval Units (URNU), Gp B University Officer Training Corps (UOTC) or University Air Squadrons (UAS) travelling from their permanent home address or their normal civilian place of work to attend training.
- c. Cadet Force Adult Volunteers (CFAV) occupying private accommodation are eligible to claim in accordance with single-Service Cadet Force regulations.
- d. Non-Regular Permanent Staff (NRPS), FTRS (Limited Commitment) (FTRS(LC)), FTRS (Home Commitment) (FTRS(HC)) and Additional Duties Commitment (ADC) personnel serving in Inner London assignments.
- e. Military Provost Guard Service (MPGS) personnel but who may only claim HDT up to 30 miles of their assigned location.

**07.0306. Ineligible Personnel.** The following SP are ineligible to claim HDT:

- a. SP who have the option of using transport provided under Service arrangements whether they use it or not. Service transport includes minibuses, coaches and any other form of Service vehicle used for HDT journeys. They may exceptionally be eligible to claim HDT when the scheduled journeys of this transport do not correspond with their hours of duty and they are unable to use it (e.g. shift workers).
- b. SP who are authorised to use Service provided staff cars to travel between their RWA or AWA and their Duty Station.
- c. Medical or Dental cadets and Foundation Year 1 & 2 Doctors.

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<sup>4</sup> RN - Human Resource Service Delivery (HRSD); RAF - Human Resources Operating Model (HROM).

- d. Sponsored Reserves.
- e. NRPS, FTRS(LC), FTRS(HC), FTRS (HC) Reserve Staff Group and ADC personnel who are not serving in Inner London assignments. They may be exceptionally eligible to claim HDT when authorised by DBS MilPers-MilOps-PACCC.

## Conditions

**07.0307. Calculation of HDT contribution.** HDT is a contribution towards the cost of travel between RWA/AWA and Duty Station. The value of the contribution is determined by the mileage of the most direct route when travelling by road between RWA/AWA and Duty Station. The maximum contribution is capped regardless of the method(s) of transport used, any greater distance travelled or additional expenses incurred.

**07.0308.** See the Table of HDT Rates in Chapter 3 Section 1 and paragraph 07.0358 for details of when this cap does not apply.

**07.0309.** HDT is not payable where SP live at or below the relevant PC distance from their Duty Station except as detailed in paragraph **07.0354**.

**07.0310. HDT (Automatic).** HDT(Auto) applies when an eligible SP is routinely expected to:

- a. Travels to their Duty Station every working day<sup>5</sup> and
- b. Travels by either motor vehicle or bicycle for the entire journey and
- c. Does not claim additional expenses for the journey.

**07.0311.** See paragraph 07.0374(a) for details of how the HDT(Auto) rate is calculated and paid.

**07.0312.** HDT(Auto) payment is normally capped at 50 miles but see paragraph 07.0347 for exceptions to this.

**07.0313. HDT (Manual).** HDT(Man) applies when an eligible SP does not meet the conditions for HDT(Auto). This includes SP who:

- a. Do not travel to their Duty Station every working day irrespective of their method of transport or
- b. Travel to their Duty Station by private and/or public transport irrespective of whether they travel daily or not, or
- c. Claim additional expenses in relation to their journey or
- d. Are assigned to seagoing ships or units.

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<sup>5</sup> For SP on irregular working patterns, this equates to an average of 18 days per month after accounting for annual leave (38 days) and weekends (104 days);  $365 - 38 - 104 = 223/12 = 18$ .

**07.0314.** In general SP pay their own HDT(Man) travel costs and reclaim them on a per-journey basis. See paragraphs **07.0374(b)** for details of how the HDT(Man) rate is calculated and reclaimed.

**07.0315.** HDT(Man) is normally capped at 50 miles or 90 minutes travelling time by public transport for SP who are travelling daily to their Duty Station, or 250 miles for SP who are not travelling daily.

**07.0316.** See paragraph **07.0324** for details of additional expenses

**07.0317. HDT for SP receiving Attendance Based Pay.** A separate business process applies to the payment of HDT to SP in receipt of Attendance Based Pay (ABP)<sup>6</sup>. These SP must not be paid HDT(Auto) or claim HDT(Man) for travelling to or from their assigned Unit. This includes Nationally Recruited Reservists<sup>7</sup> who have been granted approval by their CO and Finance Manager to travel farther than 50 miles to attend training at their assigned Unit.

**07.0318. Declaring method of travel and HDT route.** Eligible SP must review their usual method(s) of travel and any associated additional expenses when they either start a new assignment or any of the HDT journey details change. The Arrivals Clerk/Unit HR will record these details on JPA. HDT payments will subsequently be processed and authorised in accordance with the details recorded on JPA. If a SP changes their HDT journey for more than five days a month then they must seek authority from their Unit HR admin staff.

**07.0319. Assessment of mileage.** HDT mileage is assessed using the most direct route when travelling by road taking into consideration:

- a. Points of embarkation and disembarkation where a ferry journey is necessarily required. Ferry crossings are only admissible where there is no reasonable alternative route or method of transport for that part of the HDT journey.
- b. Start and end points of public transport journeys forming part of the HDT journey.
- c. Local conditions requiring additional mileage (e.g. the size of the Duty Station, where the route must go round an airfield/station perimeter for safety reasons or avoidance of notified out of bounds areas).
- d. Longer routes which are shown to achieve a significantly reduced travelling time (for example by using a bypass) will be assessed on the longer route subject to the SP travelling on the longer route.
- e. Claims for the M6 toll road are inadmissible for HDT journeys.

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<sup>6</sup> Business Process Guide PR906001 – Home to Duty Travel Reservists – Attendance Based Pay.

<sup>7</sup> The RN does not define nationally recruited reserves, the Unit CO may grant exceptional authority to allow MR personnel in their Unit to travel in excess of 50 miles. For the Army, this includes Nationally Recruited Reservists ('Group A' contracts – formerly known as Specialist Reservists) and other reservists who the unit CO considers key to unit capability. The CO must have written financial authority from the chain of command. For the RAF this includes Nationally Recruited Squadrons and Specialist Units defined in AP 3392 Vol 7 Part 2. In all cases, the CO must have written financial authority from the respective chain of command.



**07.0320.** HDT rates are paid per whole mile: 0.4 miles or less is rounded down, 0.5 miles or more is rounded up.

**07.0321. Change of residence.** If a SP changes RWA or AWA the HDT distance must be re-assessed and their HDT contribution amended accordingly.

**07.0322. Remote Working.** SP who submit a Flexible Working Application for formal RW<sup>8</sup> must record their intended AWA and working pattern on JPA (Joint Personnel Administration). Their HDT contribution will be assessed using the declared AWA.

**07.0323. Remote Working overseas.** There must be no expectation that SP who are undertaking voluntary RW overseas are eligible for any publicly funded allowances but see **07.0366** and **07.0367**.

**07.0324. Additional expenses.** The following additional expenses are admissible as part of a HDT journey. See Annex B for further details about admissible expenses.

- a. Economy class public transport season tickets (bus, rail and tube).
- b. Regular, FTRS(FC) and personnel in receipt of ABP may claim actual road, tunnel and bridge tolls (except the M6 toll) when these are necessarily incurred on the most direct route. There must be no other reasonable alternative route or method of travel available for that part of the journey.
- c. Toll fees may be claimed in isolation whether the SP lives under or over the relevant PC distance.
- d. Ferry fares when necessarily incurred. There must be no other reasonable alternative route or method of travel available for that part of the journey.
- e. Taxi fares and parking fees provided they are demonstrated to support the most cost effective means of travel.

**07.0325. Congestion Charge, Ultra-Low Emission Zone and Clean Air Zones.**

Claims for additional expenses for driving in the Congestion Charge, Ultra-Low Emission Zone (ULEZ) and Clean Air Zones (CAZ) within other towns and cities are not admissible as part of a HDT journey.

**07.0326. Public transport tickets.** Working patterns for SP who are undertaking formal RW should be consistent over a reasonable period. For example, the RW agreement recorded on JPA could specify the number of working days per month which a SP is required to attend their Duty Station with attendance varying week by week within that overall total if required.

**07.0327.** SP are expected to plan their journeys in sufficient time to allow the most cost-effective public transport tickets to be purchased. The default should be Advance, standard class fares. Tickets should only be bought at the on-the-day, walk-up rate in exceptional circumstances – for example, where the SP has been ordered to return to their Duty Station immediately.

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<sup>8</sup> See JSP750 – Centrally Determined Conditions of Service for details of how to apply for Remote Working.

**07.0328. Receipts.** Receipts must be obtained and kept for all additional expenses for audit purposes.

**07.0329. Car Share.** Where SP at the same Duty Station travel together in the same private vehicle only the driver is eligible to claim HDT. The driver is eligible to claim passenger allowance for other SP(s) in the vehicle.

**07.0330. Passenger Allowance.** SP travelling by motor vehicle may claim passenger allowance subject to the following conditions:

- a. The passenger(s) must be SP with an entitlement to HDT in their own right.
- b. The passenger(s) must not claim HDT for journeys where passenger allowance is claimed on their behalf.
- c. The journey claimed must be a reasonable route from the driver's RWA or AWA to their shared Duty Station but consideration will be given on the selected route to take account of the passenger(s) pick-up and drop-off addresses.

**07.0331. Personal Contribution (PC).** The PC is the distance of travel that must be self-funded by SP. It is applied to each one-way journey.

**07.0332.** Eligible SP who travel farther than the relevant PC distance may claim HDT only for the additional mileage above the relevant PC distance and/or other additional expenses up to the appropriate limit.

**07.0333.** The relevant PC distance must not be rounded up to make a SP eligible for HDT.

**07.0334. PC when living in Public Accommodation.** SP living in public accommodation have little control over where they live in relation to their Duty Station. They self-fund the first three miles of HDT. Volunteer Reserve and Cadet Force Adult Volunteer (CFAV) also self-fund the first three miles<sup>9</sup> even though they live in private accommodation.

**07.0335. PC when living in Private Accommodation.** SP living in private accommodation have more personal choice over where they live in relation to their Duty Station. They self-fund the first nine miles of HDT.

**07.0336. PC for Bicycle claimants.** SP who are claiming the bicycle rates for HDT self-fund the first one mile of HDT irrespective of accommodation type.

**07.0337. PC deduction for HDT(Auto) payments.** The PC is automatically deducted from monthly salary when HDT(Auto) is in payment. The deduction is set up by the Arrivals Clerk during the Arrivals process.

**07.0338. PC deduction for HDT(Man) claims.** The JPA business rules for deduction of the PC from HDT(Man) claims are complex. The guiding principle is that deduction of the PC should be transparent to the SP when they submit a claim but this will not always be

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<sup>9</sup> In recognition that this travel may not be to their primary employment location and travel to their Service place of duty may be from either home or normal civilian place of work.

possible. SP are to consult with their Unit HR to confirm whether a PC is to be deducted manually at the point of claim and, if so, the amount to be deducted. Unit HR should consult with the relevant JPA Focal Point where further guidance is required.

**07.0339.** No PC is payable when toll fees are claimed in isolation.

**07.0340. HDT documentation.** Unit HR are to obtain and check proof of residence for all SP who are claiming HDT from private accommodation on the following occasions:

- a. On initial claim.
- b. Annually on the anniversary of initial claim.
- c. When there is a change in the SP's personal circumstances.
- d. When the SP begins a RW agreement.

07.0341. Proof of private residence must be in the name of the SP, dated and show the address for which HDT is to be claimed. It should include one of the following:

**Group One** – Applicable to SP who are claiming HDT from private accommodation for which they have a financial commitment:

- a. Council Tax bill for the current year
- b. Mortgage or tenancy agreement

**Group Two** – Applicable to SP who are claiming HDT from private accommodation for which they have no financial commitment (e.g. the address of a relative). All documents must be dated within the last four months.

- a. Bank statement or building society account summary
- b. Car insurance, Vehicle V5 certificate or Driver's licence
- c. Letter from a government department (e.g. HMRC).

**07.0342.** Unit HR admin staff are authorised to consider other forms of proof of residence on a case-by-case basis.

**07.0343. Contactless and Smartcards.** Contactless payment cards and pre-payment Smartcards may be used to pay for the public transport segment of an HDT(Man) journey. Refunds of any pre-paid Smartcard journeys which have been reclaimed via JPA must not be retained by the SP.

**07.0344. Additional HDT(Man) journeys on the same day.** SP may only claim a second HDT(Man) journey on the same day for the following reasons:

- a. Attendance at official Mess business (e.g. Mess Meetings) and Mess functions for which public funding is provided. HDT claims for second journeys for such functions are limited to one per month.

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- b. Split-shifts/watches.
- c. Recall situations.
- d. Approved flexible working arrangements.

**07.0345.** Where a second journey is claimed in a day a second PC must also be paid.

**07.0346.** HDT(Auto) claimants are ineligible to claim additional HDT journeys on the same day.

**07.0347. Exceeding the maximum distance for daily HDT.** The maximum distance for daily HDT may only be exceeded when:

- a. Exceptional authority to do so has been granted by the CO (but for the purposes of CEA (Continuity of Education Allowance) see **Chapter 14, Section 1, Annex B, Paragraph 8**). The CO must then be satisfied that:

- (1) the SP is travelling daily;
- (2) the longer journey is not adversely affecting the SP's ability to perform their duties;
- (3) their Duty of Care as a CO is not compromised;
- (4) Driving Regulations regarding driving and rest periods are not contravened when considering any relevant civilian employment where appropriate.

- b. Authorised by the CO for medical, welfare or compassionate reasons. Medical and welfare reports must be included with submissions where appropriate.

- c. Authorised by DBS MilPers-MilOps-PACCC for Service couples.

**07.0348.** Authority from the CO to exceed the maximum distance for daily HDT does not automatically give the SP eligibility to any other allowance. If exceeding the maximum distance for daily HDT is against the specific conditions required for other allowances then the SP will remain ineligible for those allowances.

**07.0349. Retention of Service Family Accommodation.** SP occupying Service Family Accommodation (SFA) at their previous Unit must provide an in-date retention certificate or surplus agreement to Unit HR admin staff. This must specify the SFA address and how long retention or occupation of surplus SFA has been authorised for. If it has expired and there is no evidence that the SP has applied for SFA (i.e. submission of MOD form e1132) then HDT is to be stopped at the end of the authorised period. If an SFA application is in progress then HDT may continue to be paid/claimed but continuing eligibility should be reviewed every 15 days. If the SP is considered to be deliberately stalling a move from retained SFA for personal reasons then HDT should be stopped at the end of the authorised period and the SP advised it will only resume after assessment of casework by DBS MilPers-MilOps-PACCC.

**07.0350. Temporary Duty.** HDT(Auto) must be re-assessed when a SP is on temporary duty. Where appropriate HDT(Auto) should be stopped and the SP become an HDT(Man) claimant.

**07.0351.** SP detached on temporary duty<sup>10</sup> away from their Duty Station are entitled to HDT if they travel daily from their actual accommodation<sup>11</sup> to their temporary duty station subject to the following:

- a. **Less than 10 Days.** HDT(Man) may be claimed for either the journey between their actual accommodation to the temporary duty station or for the journey between their RWA and permanent Duty Station, whichever is the greater.
- b. **10 Days or More.** HDT(Man) must be claimed for the journey between their actual accommodation and the temporary duty station.
- c. The maximum daily distance for HDT journeys applies to temporary duty HDT journeys.

**07.0352. Temporary Duty Journeys starting or ending at the RWA.** SP in receipt of HDT(Auto) who claim Motor Mileage Allowance (MMA) for temporary Duty journeys which start or end at their RWA must abate the MMA claim by their daily HDT rate.

**07.0353.** HDT(Man) claimants are ineligible to claim HDT(Man) for days on which they claim MMA for Duty journeys.

## Concessions

**07.0354. Public Accommodation near to assigned Duty Station.** SP may be eligible for a public transport season ticket if they meet all the following conditions:

- a. Are eligible for HDT(Auto) and
- b. Occupy Public accommodation as their RWA which is less than three miles but more than one mile from their Duty Station and
- c. Necessarily incur significant public transport costs in travelling to their Duty Station.

**07.0355.** If a season ticket has been issued but the SP subsequently no longer meets all the above conditions they are to surrender the season ticket.

**07.0356.** The PC will be automatically deducted at the three mile motor vehicle rate starting on the first day on which the season ticket is valid and ceasing on cancellation or the last day of validity of the ticket.

**07.0357.** SP who are eligible for this concession should however opt to pay their own travel costs where Unit HR admin staff advise it is more economical to do so.

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<sup>10</sup> Move and Track regulations apply to temporary detached duty.

<sup>11</sup> For example, an RWA, a permanent home address or temporary accommodation provided for the duration of the course.

**07.0358. SP assigned to Inner London.** SP assigned or attached to a Unit in Inner London may be eligible for a public transport season ticket which costs more than the maximum daily HDT distance of 50 miles. This concession is in lieu of their driving into Inner London each day and claiming HDT mileage plus additional expenses.

**07.0359.** SP living in Private accommodation are only eligible for this concession if they live more than nine miles from their Duty Station.

**07.0360.** SP may claim parking fees at, or close to, the train station where they start their journey but must not claim MMA for the journey to the train station.

**07.0361. Gosport and Hayling Ferries' Concession.** This concession is applicable to SP who:

- a. Live in private accommodation more than nine miles from their Duty Station and
- b. Travel to their Duty Station using either the Gosport or Hayling foot passenger ferries and
- c. Travel less than nine miles because of using the ferry.

**07.0362.** Eligible SP may claim for a hypothetical HDT journey when they travel by motor vehicle, public transport and Gosport/Hayling ferry for all or part of their actual HDT journey. The hypothetical journey is the most direct route by motor vehicle from their RWA or AWA to their Duty Station. The nine mile PC is to be deducted from this claim.

**07.0363.** Passengers in motor vehicles who are eligible to HDT in their right and incur the ferry cost may reclaim the full ticket cost as an Expenses Claim.

**07.0364.** SP who live in either public or private accommodation who walk or cycle to/from the ferry may reclaim the full cost of their ferry tickets as an Expenses Claim without deducting a PC. Cyclists may claim the adult and bicycle elements of the ferry fare.

**07.0365.** Examples of journeys eligible for the concession are:

- a. **Motor vehicle and Gosport Ferry.** A SP lives in private accommodation in Gosport which is 17 miles by motor vehicle from their Duty Station in Portsmouth. They drive 6 miles to the Gosport ferry, park their car in Gosport and then catch the ferry using a return passenger ticket. They can claim HDT for 17 miles minus the 9 mile PC. Parking costs in Gosport are not admissible.
- b. **Example – Public transport and Gosport Ferry.** A SP lives in private accommodation in Gosport which is 17 miles by motor vehicle from their Duty Station in Portsmouth. They use public transport to travel 6 miles to the Gosport ferry and catch the ferry using a return passenger ticket. They can claim HDT for 17 miles minus the 9 mile PC.
- c. **Example - Walk or cycle and Gosport Ferry.** A SP lives in either private or public accommodation in Gosport. They travel to their Duty Station by walking or cycling to/from the Gosport ferry and pay for an Adult or Adult plus bicycle ferry cost. They can claim the full cost of their ferry tickets as an Expenses Claim without deducting a PC.



**07.0366. SP who are RW overseas.** SP who are RW overseas may have an occasional requirement to attend their assigned Duty Station. They may claim HDT(Man) for the UK element of that journey if they meet the following conditions:

- a. The requirement to attend and frequency of attendance are detailed in the associated RW agreement recorded on JPA and
- b. Their overseas place of residence is their declared AWA.

**07.0367.** SP must self-fund the overseas element of the journey. HDT(Man) may be claimed between the UK airport/seaport of disembarkation/embarkation and their assigned Duty Station.

## Entitlement

**07.0368. Start.** Entitlement to HDT starts on the first day of actual travel after Arrival at the Duty Station.

**07.0369. End.** Entitlement to HDT(Auto) stops on:

- a. The first day of any period of 10 days or more other than for annual leave during which the SP does not travel to their Duty Station.
- b. The first day on which pay ceases to be in issue e.g. AWOL (Absent Without Leave) or detention.
- c. The day after the last day of travel to an assigned duty station.
- d. The first day of commencement of a RW agreement.

**07.0370. Effect on other allowances.** SP claiming HDT from private accommodation are ineligible for concurrent payment of Get You Home (Travel) (GYH(T)).

**07.0371. Effect of absences.** The Allowances Absence Matrix in **Chapter 2 Section 3** details the impact that distinct types of absence have on the eligibility for payment of HDT. This table should be consulted in all cases of absence to ensure that continued eligibility to HDT is appropriate.

## Rates

**07.0372. Rate Calculation.** HDT rates and PC deductions for return journeys are shown in **Chapter 3 Section 1** listed against the one-way journey distance.

**07.0373.** UK HDT mileage rates are derived from the UK MMA rate. Overseas HDT mileage rates are derived from the MMA rate for the relevant country.

**07.0374.** HDT mileages rates are calculated as follows from the MMA rate:

- a. **HDT(Auto) daily rate** = MMA rate x single journey mileage x 2 (convert to return journey) x 18 (days) x 12 (months) ÷ 365



For HDT(Auto) claims the motor vehicle MMA rate is 25p per mile for the first 23 miles of each one-way journey; for 24 miles and above the MMA rate reduces to 13.75p. The bicycle MMA rate is 20p per mile regardless of miles cycled.

b. **HDT(Man) monthly rate** = MMA rate x single journey mileage x 2 (convert to return journey) x number of monthly journeys

For HDT(Man) claims the motor vehicle MMA rate is 25p per mile for the first 10,000 miles per financial year. SP must self-monitor the total miles driven per financial year and, once the 10,000 miles limit has been reached, must not claim for the return journey. The bicycle MMA rate is 20p per mile regardless of miles cycled.

c. From 1 August 2022 a 7% increase was applied to the motor vehicle HDT(Auto) and HDT(Man) rates after they have been calculated using the equations at (a) and (b).

d. The PC deduction is calculated using same formula using three miles for travel from public accommodation, nine miles for travel from private accommodation or one mile when claiming the bicycle rate regardless of accommodation type.

## Method of Claim

**07.0375.** HDT(Auto) is started, stopped or amended by the Arrivals Clerk via the Arrivals process.

**07.0376.** HDT(Man) is started, stopped or amended by the Arrivals Clerk via the Arrivals process. The SP must provide evidence of the costs associated with their standard HDT(Man) journey (e.g. rail fare) which are then entered on their HDT(Man) record in relation to the return journey.

**07.0377.** SP will be informed by the Arrivals Clerk of the total amount claimable for each HDT return journey and, if appropriate, the PC deduction they are to manually apply.

**07.0378.** SP must subsequently submit claims for HDT(Manual) no less than monthly in arrears via JPA Expenses. Claims are validated against their pre-recorded HDT(Man) details and are capped at the appropriate HDT distance (see paragraph **07.0376**).

**07.0379.** HDT for personnel in receipt of Attendance Based Pay is started, stopped or amended by the Unit HR Administrator.

**07.0380.** SP without access to JPA should complete JPA Form F016 and pass it to Unit HR Admin staff for input to JPA.

**07.0381.** CFAV should complete JPA Form F016 and pass it to Unit HR Admin staff. Unit HR will check entitlement before sending claims to JPAC (Joint Personnel Administration Centre) for input to JPA.

**07.0382. Passenger Allowance.** Passenger allowance must be claimed manually via JPA as a separate Expense claim using Type of Claim = 'Other Duty Travel' under Expense Type = 'Motor Mileage Allowance.'

## Method of Payment

**07.0383. Automated Payment.** HDT (Auto) is paid monthly in arrears via salary. It is paid during annual leave and during any periods of less than 10 days when the SP does not travel to their Duty Station.

**07.0384.** HDT payments to SP in receipt of Attendance Based Pay are also paid in arrears via monthly pay.

**07.0385.** The SP's statement of earnings will show the amount of HDT(Auto) paid and the PC deduction separately. However, SP who are eligible for HDT(Auto) but live in private accommodation less than nine miles from their Duty Station will not see HDT reflected in their statement of earnings.

**07.0386. Manual Payments.** HDT(Man) will be paid into the SP's nominated bank account.

## **Annexes**

- A. Type of Season Ticket for Rail Travel
- B. HDT(Manual) – Additional Expenses

## Annex A to Section 3 of Chapter 7

### Types of Season Ticket for Rail Travel

This annex is included for as guidance to Service Personnel (SP) on the types of season ticket available.

The choice of which season ticket offers the best value for money depends upon the frequency of travel.

Season tickets are available for most short and medium distance journeys on the National Rail network. They are not available for long distance journeys but may be available where a train company chooses to offer them.

Type of ticket	Validity	Comments
Daily	On day of travel	Only appropriate where there is an infrequent requirement for travel
7-day/weekly	Any consecutive seven days	Cheaper than daily tickets when travelling three or more times a week
Flexi	Travel on any eight days within a 28-day period	SP who regularly travel on more than two days per week will require more than one Flexi ticket per month
Carnet	Usually six months but each train company sets their own terms and conditions	Pre-paid tickets (usually ten single or return journeys) which are useful when travelling on the same route but not regularly enough to buy a season ticket. They are not available on every route or for Advance or Off-Peak tickets.
Monthly	Full calendar month	Cheaper than four individual weekly season tickets
Annual	Full calendar year	Cost the same as 10 monthly season tickets. Most cost-effective for SP who are travelling daily to their Duty Station

## Annex B to Section 3 of Chapter 7

### HDT(Manual) - Additional Expenses

The following table details the additional expenses that are admissible within an HDT(Manual) claim.

Element	Claimable	Conditions
Number of <u>single</u> journeys	Yes	Enter the number of <u>one-way</u> journeys being claimed.
Taxi fares	Yes	Must demonstrably support the most cost effective means of travel.
Parking Fees	Yes	Must be at the public transport hub or at/near Duty Station if free parking is not provided at Duty Station. Not admissible when claiming Gosport Ferry concession.
Bus fares	Yes	
Ferry Charges	Yes	When necessarily incurred because there is no other reasonable alternative route or method of travel.
Tube fares	Yes	
Rail fares	Yes	Advance, economy class
Congestion Charge	No	Not admissible for HDT journeys. SP living in public accommodation within a Congestion Charging Zone may claim as per Chapter 8 Section 2.
Congestion Charge Registration Fee	No	Not admissible for HDT journeys. SP living in public accommodation within a Congestion Charging Zone may claim as per Chapter 8 Section 2.
Congestion Charge Resident's Fee	No	Not admissible for HDT journeys. SP living in public accommodation within a Congestion Charging Zone may claim as per Chapter 8 Section 2.
Toll Charges	Yes	Not admissible for M6 toll. If claimed in isolation submit as an Expense under 'Other Duty Travel' to avoid PC deduction.

#### Notes.

1. Where the HDT journey includes travel by a motor vehicle or bicycle the associated mileage must be entered by the Arrivals Clerk.
2. HDT(Man) is not to be claimed by SP in receipt of Attendance Based Pay.

## Chapter 7 Section 4 – Get You Home Travel Amended/Updated

### General

**07.0401. Aim.** The aim of Get You Home Travel (GYH(T)) is to reduce the impact of separation on Service personnel (SP) in order to improve retention whilst also supporting the mobile nature of the Services. It achieves this by contributing towards the cost of travel<sup>1</sup> from the Duty Station to a Qualifying Residence (QRes) when both are within the same country, and the SP carries out such travel.

**07.0402. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296 GYH (T) is non-taxable.

### Definitions

**07.0403. Theatre Boundaries.** Theatre boundaries are defined in **Chapter 2 Section 1**. The following areas are regarded as separate theatres for the purposes of GYH(T).

Great Britain  
Northern Ireland  
NWE  
Other Countries

In addition, approval has also been given to extend GYH (T) to those serving in Great Britain whose authorised QRes is in Northern Ireland or the Republic of Ireland.

**07.0404. Qualifying Residence.** The QRes must normally be in the same country as the Duty Station. It is the main residence where the Service person would live, but for the exigencies of the Service, and to which they return (and are capable of returning) during weekends, stand-down periods and periods of leave on a regular basis and therefore incur the travelling expenses which GYH (T) is designed to contribute towards. The QRes for the purpose of GYH (T) must be one of the following:

- a. The Family Home. (P Stat Cat 1/1s, 2 and 5s only). (Where the family home is in a different country to the Duty Station), PACCC casework is to be submitted. In this scenario, the family home must be within a bordering country, must be an address that has previously been used as an overseas RWA or GYH(T) QRes and be subject to the usual QRes definitions). Family homes in the UK do not qualify as GYH(T) QRes when the Duty Station is overseas.
- b. Privately Maintained Property.
- c. Residence at Work Address (RWA), including SLA at the permanent Duty Station.

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<sup>1</sup> Rate Calculation held by CDP and approximately equates to 24 journeys per annum, paid on a daily basis.

Definitions of Family Home, Privately Maintained Property and Residence at Work Address are given in **Chapter 2 Section 1**. Further restrictions on the use of a Privately Maintained Property are given at paragraph **07.0409**.

## Eligibility

**07.0405. General.** A guide to GYH(T) eligibility can be found at Annex C. All Service personnel other than those personnel specifically excluded under paragraph **07.0412** will be eligible to claim GYH (T), subject to meeting the following general criteria:

- a. The QRes is more than 50 miles from the Service person's Duty Station. However, where the Service person has a family home or privately maintained property within 50 miles of their Duty Station, but their duties or a travel to work time exceeding 90 minutes by all viable methods and routes of travel preclude them from travelling daily from that property, authority to claim GYH (T) may be exceptionally granted by the PACCC.
- b. The nature of their duties permits them to travel to their QRes at weekends and normal stand down periods and such travel is undertaken.
- c. Those claiming GYH (T) must provide current documentary evidence to prove entitlement<sup>2</sup>. The Service Person is to provide proof of financial commitment to the QRes supplying photocopies of the documents listed below, as follows; a Mortgage document, Land Registry document, Ground Rent or Tenancy Agreement of a QRes is mandatory in the UK, plus one of the documents from Group Two. For overseas properties, any two documents from Groups One or Two are required.

### Group One

- Mortgage documents, Land Registry documents, Ground Rent, Tenancy Agreement or License to Occupy including full details of the property.

### Group Two (either one, mandatory)

- Council Tax bill for the current year (or overseas equivalent) for a property which is wholly or partially owned by the Service Person, or is a property on which the Service Person is a signatory on a tenancy agreement, as detailed in paras **02.0137** and **07.0404 a-c**
- Utility bill (gas, electric, water, telephone but not mobile phone) (to be dated within the last 4 months)
- Buildings and/or contents insurance (for the current year)
- Direct Debit or Giro bank evidence of payment of any of the Group Two documents above (to be dated within the last 4 months)

- d. The documents above are to be shown in the name of the SP and are to clearly show the address of the QRes. The documents are to be provided on initial

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<sup>2</sup> Following a check of JPA to confirm surplus SFA charges are being made to a qualifying residence, no further documentation evidence is required.

claim at a Duty Station, when assigned to a new Duty Station, annually thereafter on the anniversary of their initial claim date and where there is a change in personal circumstances.

e. Where the documents listed above are produced but are not shown in the name of the SP (with the exception of a Council Tax bill which must be in the SP's name), but the Commanding Officer can confirm that the name on the documents is that of a person with whom the SP has maintained a long standing relationship, and that the SP contributes financially towards the costs of running that property as the residence where they would live, but for the exigencies of the Service, and to which they return (and are capable of returning) during weekends, stand-down periods and periods of leave on a regular basis, GYH(T) may be paid, subject to all other criteria being met.

f. **Over The Water Flights.** Service personnel permanently assigned to certain remote GB Islands (as defined at **Chapter 2, Section 1, Paragraph 02.0120**) will be eligible to receive GYH(T) as per this chapter, but in addition may opt to receive Service arranged Over The Water (OTW) flights for the duration of their assignments, in lieu of the over the water mileage described at Annex A. OTW flights are to be booked to the UK mainland airport closest to the QRes (subject to routes being available), with GYH(T) mileage calculated as the shortest distance from the Duty Station to the airport, and from the mainland airport to the QRes.

(1) Married unaccompanied Service persons, plus single Service personnel who retain a PMP in the UK, may receive a maximum of 24 return OTW flights per year, delivered at a rate of 2 per month. Unused flights may be carried forward month on month, but may not be carried forward to the next leave year. Entitlement will be reduced by one flight for every 14 calendar days of continuous temporary duty absence.

(2) Single personnel who are otherwise without a QRes as outlined at **07.0404**, may use their nominated NOK address as their GYH(T) QRes, provided their nominated NOK address is within the UK. Such personnel may receive a maximum of 8 return OTW flights per year, delivered at a rate of one every 6 weeks. Unused flights may be carried forward month on month, but may not be carried forward to the next leave year. Entitlement will be reduced by one flight for every 42 calendar days of continuous temporary duty absence.

(i) For personnel using their nominated NOK address as their QRes, the GYH(T) daily rate for the overland part of the journey will be based upon one third of the actual mileage.

(3) Service personnel are not permitted to self book OTW flights. A manual record of OTW entitlement, OTW flights used and OTW flights remaining is to be retained by Unit Admin.

g. **Surplus SFA & Retention Certificate.** Surplus SFA, may be considered as a qualifying residence (family home) for the purpose of GYH(T) when meeting all other eligibility requirements.

(1) **Eligible Cohorts.** Only Service personnel in P Stat Cats 1/1s, 2 and 5s



living in SLA at their duty Unit who have retained SFA or surplus SFA at their previous unit are eligible for GYH(T) to surplus SFA. Personnel must provide an in-date retention certificate or surplus agreement from DIO / Pinnacle as evidence to Unit HR Staff admin staff.

(2) **Retention Certificates.** The retention certificate or surplus agreement Must specify the SFA address and how long retention or occupation of surplus SFA has been authorised for. If the retention certificate or surplus agreement has expired and there is no evidence that SP have applied for SFA (e1132), GYH(T) is to be stopped at the end of the authorised period. If a SFA application is in progress, GYH(T) may continue and should be reviewed every 15 days. If the Service person is considered to be deliberately stalling a move to the new catchment area for personal reasons, GYH(T) should be stopped at the end of the authorised period and the Service person advised that GYH(T) will only resume on the successful submission of casework to DBS MIL PERS-MIL OPS PACCC.

h. Service personnel undergoing Phase 1 training as a re-joiner or as an Officer Commissioned from the Ranks (OCFR) will be eligible for GYH (T) to their family home or Privately Maintained Property from the day after LSA ceases, (see para **10.0125**) the day they are no longer restricted to leaving the confines of the training establishment due to the training programme<sup>3</sup>. If the Service person is not eligible for GYH (T) whilst undergoing Phase 1 training they will be entitled to GYH(EY) subject to the conditions at **Chap 7 Sect 1**.

## Ineligibility

**07.0406. Ineligible Personnel.** SP are ineligible for payment of GYH(T) when:

- a. In receipt of LSA or HDT(Private) (see Annex B).
- b. Living in privately owned or rented accommodation at their Duty Station.
- c. Living accompanied in Service Families Accommodation (SFA) at their Duty Station.
- d. Living in surplus<sup>4</sup> SFA at their Duty Station.
- e. Travelling daily from a nominated GYH(T) QRes to their permanently assigned or detached duty station.
- f. The permanent or temporary duty location is within 50 miles of their QRes and they may travel daily (but see paragraph **07.0405a**).
- g. The nature or location of the duty precludes travel at weekends (in these instances LSA would normally apply (see **Section 1** of Chapter 10)).

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<sup>3</sup> Normally at the end of the first term.

<sup>4</sup> This does not include SP living in appropriated SFA as SLA – i.e. as extension of the Mess/Barrack accommodation.

- h. They are in designated LSA On The Road (OTR) posts where they have elected to claim LSA (see **Section 1** of Chapter 10).
- i. Alongside, in UK ports, other than the ship's Base Port, for periods of less than 15 days. In these circumstances LSA will normally continue to be paid.
- j. Authorised to use Service Transport, including a contract hire vehicle, regularly to return to their QRes.
- k. On any period spent away from an individual's permanent duty station for the purposes of sport or sponsored or organised recreational activities. However, an individual who is normally in receipt of GYH(T), for travel between their permanent duty station and a QRes, will retain this entitlement throughout periods of temporary absence for sport or sponsored or organised recreational activities. Similarly, where an individual undertakes recreational activities as part of their Individual Resettlement preparation element of Graduated Resettlement Time the payment of GYH(T) is to be authorised subject to meeting all other eligibility criteria.
- l. On any period spent away from an individual's permanent duty station to participate in expeditions or adventurous training. However, enablers (instructors, drivers, chefs etc) whose attendance is solely to facilitate the activity and without whom the activity could not take place will be regarded as being on Temporary Duty and may claim GYH(T), subject to them meeting all other eligibility criteria. Enablers who participate in any activity under instruction or supervision are deemed to be participants and are ineligible for the payment of GYH(T) for the entire period. As with sub para i above, participants who are normally in receipt of GYH(T), for travel between their permanent duty station and a QRes, will retain this entitlement throughout periods of absence from the permanent duty station on adventurous training or expeditions of less than 30 days duration.
- m. University, medical or dental cadets and Foundation Year 1&2 Doctors.
- n. They are Reservists attending annual camp or courses in lieu of camp as part of their mandatory training under Sections 22 and 27 RFA 96 in order to qualify for bounty.
- o. FTRS (Limited Commitment) (FTRS(LC)), FTRS (Home Commitment) (FTRS(HC)), and FTRS (HC) Reserve Staff Group (FTRS(HC) RSG) SP, unless on qualifying temporary duty (see paragraph **07.0412**).
- p. SP serving on Additional Duties Commitments unless on temporary qualifying duty (see para **07.0412**).
- q. Sponsored Reserves.
- r. Cadet Force Adult Volunteers.
- s. Military Provost Guard Service (MPGS) unless on detached or temporary duty for up to 30 days in any year. Any claim for a detached or temporary duty period in excess of 30 days must be referred with casework to DBS MIL PERS-MIL OPS PACCC.

- t. Ordered or elects to undertake Remote Working (RW) from the QRes for which they receive GYH.

**07.0407. Permanent Assignments.** Service personnel will be eligible to be paid GYH (T) from their permanent assignment unit to their QRes, providing they continue to meet the eligibility at paragraph **07.0405**.

**07.0408. Mid-Assignment Change of QRes.** If a Service person's QRes changes during the assignment, the change is to be reported and entitlement to GYH (T) is to be reassessed by unit HR admin staff. This also applies to those assigned to GB Islands whose QRes is their NOK address.

**07.0409. Privately Maintained Property (PMP).** Where the QRes is a PMP, the following criteria must be met in order for payment to be made, having also acknowledged the criteria at paragraph **07.0405**.

- a. It must be a home within the same country as the Duty Station which the SP provides and maintains for their own occupancy (in accordance with paragraph **02.0137**) and for which they have an enduring financial responsibility; and
- b. The PMP must not be let and must be available for their occupation. Sub-tenancies held as part of the rent a Room scheme do not qualify under this definition, neither do rental agreements for a sub-division of a property unless the sub-division is a fully self contained property in its own right with its own utilities, council tax etc.
- c. SP who occupy a RWA and maintain a PMP will be eligible to claim GYH(T) from their Duty Station to their PMP, provided that they continue to meet the criteria at paragraph **07.0405**. However, they will be ineligible for concurrent payment of Home to Duty (Private) (HDT(Private)) while in receipt of GYH(T).

**07.0410. Service Couples (PStat Cat 1s / 5s / 2 in LTR (E)).**

- a. Where both members of a Service couple occupy Service accommodation at their respective Duty Stations, the accommodation occupied by the Cat 1s / Cat 2 partner may be designated the Service couple's family home and qualify as the QRes<sup>5</sup>.
- b. However, in circumstances where the Service couple, who are not collocated or do not occupy the same RWA but both occupy public accommodation, own or maintain a family home elsewhere in which they would normally reside except when unable to do so for Service reasons, the family home elsewhere may then be regarded as the QRes for both, and both may claim GYH(T)<sup>6</sup> from their respective Duty Stations to the PMP, provided all other criteria are met.

**07.0411. Seagoers' Residence at Work Address (RWA).** For Service personnel assigned to a seagoing unit the RWA for GYH(T) purposes will be an address at the Seagoing LSA Qualifying Unit's Base Port. It will not be at the port where the unit is

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<sup>5</sup> The mandatory requirement to produce a Council Tax bill as documentary evidence to claim GYH(T) when the QRes is publically funded is not applicable for Service couples. Unit HR should satisfy themselves that the SP remains eligible in all other ways.

<sup>6</sup> At the rate of 24 journeys per annum each.

berthed at the time of the entitlement. However, where a SLQU is berthed in a UK port, other than the Base Port, for a period exceeding 15 days duration, SP who are assigned to and remain with / in the SLQU for a period exceeding 15 days duration, and are able to travel to their QRes at weekends or during normal stand down periods, are eligible to claim GYH(T) from the SLQU to the QRes, rather than from the Base Port. On sailing the RWA address will revert to the UK Base Port address.

**07.0412. Temporary Duty.** Service personnel who are detached on temporary duty for 10 days or more (including Service personnel admitted to hospital who are fit to travel to a QRes for at least 24 hours (e.g. for a weekend) and choose to do so) are eligible to claim GYH(T), provided they meet the eligibility criteria at paragraph **07.0405** and subject to the following conditions:

- a. The temporary duty location is within the same country as the QRes.
- b. They are not in receipt of LSA. (Hospitalised personnel who are not medically fit to travel and cannot therefore claim GYH (T) may be entitled to claim LSA (see **Section 1** of Chapter 10)).
- c. They may only claim to one QRes. A Service person on temporary duty may elect to travel from the temporary Duty Station back to the permanent Duty Station or their usual QRes for the purposes of GYH (T), whichever is more beneficial to the Service person.
- d. For RN ships visiting UK ports, other than the Base Port, the ship's visit must be of 15 days or more duration and the ship's company must be able to travel to their QRes at weekends or during normal stand down periods. LSA is not payable in these circumstances for the duration of the ship's visit (see paragraph **10.0112i**).
- e. Where they are serving unaccompanied (UnAcc) overseas and return to the UK on temporary duty for 10 days or more they may be eligible to claim GYH (T) from the temporary Duty Station to the QRes in the UK, where travel at weekends and stand down periods is permissible. In such circumstances, entitlement to any LSA will cease.
- f. Where they are serving UnAcc overseas and are in receipt of LSA at the permanent overseas duty station, but are detached on a temporary duty of 10 days or more within the same country as their Duty Station, they will be eligible to claim GYH (T) from their temporary duty location to their overseas permanent duty location, if the nature of their duties permits travel between the two at weekends or stand down periods. In these circumstances LSA is to cease for the period of the temporary duty. Where travel back to the permanent Duty Station is not possible at weekends or normal stand down periods, the Service person will not be entitled to GYH (T) and the appropriate rate of LSA will continue to be paid, if previously in issue.

## Entitlement

**07.0413. General.** Entitlement to GYH(T) commences on the 1<sup>st</sup> day of an assignment or period of temporary duty of 10 days or more.

- a. If the Service person elects to travel to a permanent or temporary duty location earlier than is required by the Service, entitlement will be reckoned from the day on which they would have been required to report.
- b. For eligible personnel in SLQUs (see definition **Chapter 2 Section 1**) in Base Port, where the qualifying address meets the criteria at sub-paragraphs **07.0404a** and **b**, GYH (T) commences on the 1<sup>st</sup> day of arrival in the Base Port. When visiting other UK ports where the expected visit is of 15 days or more and the qualifying address meets the criteria at sub-paragraphs **07.0404a**, **b** or **c**, GYH (T) commences on the 1<sup>st</sup> day of arrival in port.

**07.0414. Continuation of Entitlement.** Once an entitlement is established, GYH (T) will continue to be paid during:

- a. Any period of sick absence spent at the permanent or temporary duty station.
- b. Any period not exceeding 6 days spent as an in-patient in hospital or rehabilitation centre where the treatment precludes travel back to the permanent duty station, family home or permanent residence during normal stand down periods (e.g. weekends). In cases where the period in hospital or rehabilitation centre attracts the payment of LSA, eligibility to claim GYH(T) ceases immediately.
- c. Any period of sick absence not exceeding 9 days spent at an individual's QRes in the same country.
- d. Any period of temporary duty not exceeding 9 days spent away from the permanent Duty Station. Where the period of temporary duty attracts the payment of LSA, eligibility to claim GYH(T) ceases immediately.

**07.0415. Cessation of Entitlement.** GYH (T) will cease to be paid during:

- a. Any period of sick absence of 10 days or more, at any location away from the permanent duty station. The cessation will be retrospective from the 1<sup>st</sup> day of the period of sick absence.
- b. Any period that pay is not in issue, or is subsequently recovered retrospectively.
- c. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to GYH(T) is appropriate.

**07.0416. Journeys Involving a Sea Passage.** For GYH (T) journeys to or from the GB mainland involving a sea passage (e.g. to the Islands surrounding the GB mainland, NI, Republic of Ireland and Channel Islands) the sea mileage between the normal ports of embarkation and disembarkation, an assumed 'over the water mileage' for each Island location detailed at **Annex A** of this Section, is to be included in the total distance for which GYH (T) may be claimed. Where the permanent duty station is located on a GB Island, dispensation to claim over the water flights instead must be granted by DBS MIL PERS-MIL OPS PACCC.

**07.0417. Inland Ferry, Toll Charges or Congestion Charges. Amended/Updated.**

GYH (T) recipients who incur inland ferry, toll, parking, Congestion Charge, Ultra Low Emmission Zone (ULEZ) or Clean Air Zone (CAZ) charges as part of their GYH (T) journey between their duty station and their QRes are not entitled to claim a refund of those charges in addition to their GYH (T) mileage rate.

**07.0418. Temporary Duty in More than One Location.** If a Service person is sent, within the same period of temporary duty, to more than one location, mileage is to be calculated from the location at which the Service person commences a weekend stand-down (or other period in lieu). If the Service person has more than one stand-down during the period, and each stand-down commences from a different location, an average mileage is to be calculated.

## Effects on Other Allowances

**07.0419. Effect on Other Allowances - Seagoers.** Annex A to **Section 2** of this Chapter details the entitlement of seagoing personnel to LSA, GYH (T), GYH(S)/GYH(S) Additional journeys and Unpleasant Living Allowance (ULA).

**07.0420. Effect on Other Allowances - All Service Personnel.** GYH (T) may not be paid concurrently with LSA or HTD(Private)(see **Chapter 7 Section 3** and the flowchart at Annex B to this Section). GYH (T) claimants may still use untaken GYH(EY) journeys in accordance with paragraph **07.0120** whilst in receipt of GYH (T) and Service personnel who are eligible for GYH(S)/GYH(S) Additional journeys may continue to accumulate those journeys whilst in receipt of GYH (T).

## Rates

**07.0421 Rate Calculation.** GYH (T) rates are calculated annually and are promulgated in the annual MOD DPT(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates of GYH (T) are also at **Chapter 3 Section 1**. The maximum GYH(T) claim is capped at the 530 mile rate, regardless of any greater distance actually travelled. GYH(T) rates are based on two rates, a higher rate up to 10,000 miles per annum and a lower rate thereafter. The 10,000 mile threshold aligns with the mileage split used by HMRC for its Approved Mileage Allowance Payment (AMAP) rates<sup>7</sup>. The rate for each band, known as Mileage Band Rates (MBR<sup>8</sup>), is based on a %<sup>9</sup> of HMRC's AMAP rates. The MBR and mileage splits are:

Mileage Band Rates (MBR)	Single Mileage Splits	Annual Mileage
Band 1 – 45p reduced by %	20 – 210 miles	Up to – 10,000 miles
Band 2 – 25p reduced by %	220 – 530 miles	Above 10,000 miles

The GYH(T) daily rates are calculated as follows:

<sup>7</sup> HMRC AMAP rates are 45p per mile up to 10,000 miles and 25p per mile over 10,000 miles annually.

<sup>8</sup> MBR is used instead of MMA to allow greater flexibility in rate changes based on affordability to Defence.

<sup>9</sup> The % adjustment is for affordability purposes.



### **GYH(T) Calculation**

$$\begin{aligned} &= \text{Single mileage} \times 2 \text{ (return journey)} \times \text{MBR (based on 2 Bands)} \\ &\quad \times 24 \text{ (journeys; 2 per month)} \div 365 = \text{Daily Rate} \end{aligned}$$

On 1 August 2022 a 7% increase was applied to the GYH(T) daily rates after they have been calculated using this equation.

### **Method of Claim**

**07.0422. Method of Claim.** GYH (T) entitlements will be processed by the unit HR admin staff using the JPA 'Arrivals Process'. Unit HR are to enter the actual Single Journey Mileage. Mileage is to be mathematically rounded up or down to the nearest ten miles (i.e. 50 to 54 miles = 50 miles, 55 to 60 miles = 60 miles). For mileage over the current maximum permitted 530 miles, the exact mileage should be entered (rather than the capped amount) without rounding up or down.

### **Method of Payment**

**07.0423. Method of Payment.** GYH (T) will be paid as a daily rate for the appropriate mileage through the Service person's pay account, monthly in arrears.

### **Annexes**

- A. Journeys Involving a Sea Passage: GYH (T) Journey Assumed 'Over the Water' Distances from the GB Mainland to the Island Locations.
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# **JOURNEYS INVOLVING A SEA PASSAGE: GYH(T) JOURNEY ASSUMED ‘OVER THE WATER’ DISTANCES FROM THE GB MAINLAND TO THE ISLAND LOCATIONS**

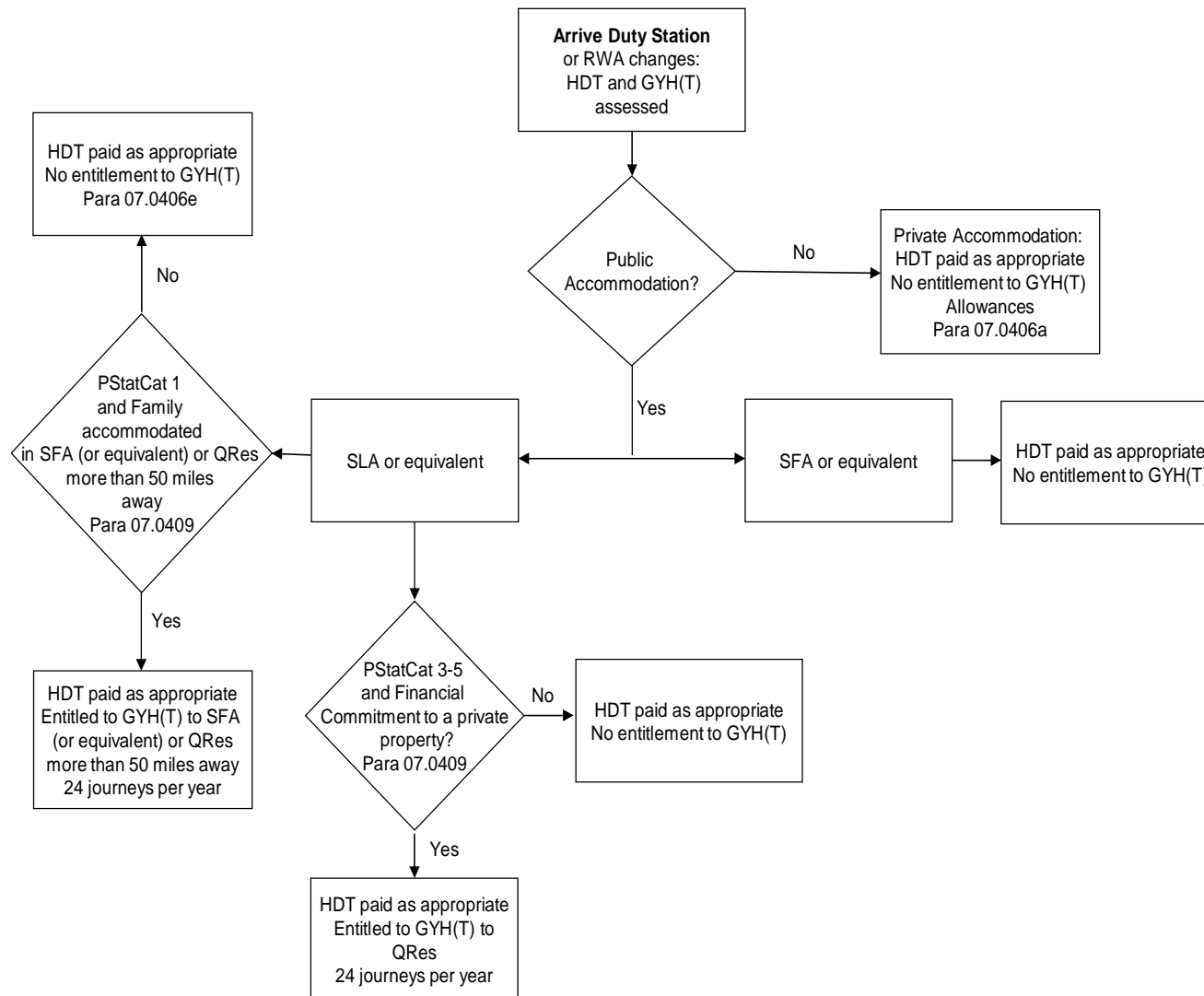
<b>GB MAINLAND LOCATION</b>	<b>ISLAND LOCATION</b>	<b>SINGLE JOURNEY OVER WATER DISTANCES (MILES)</b>
Aberdeen	Lerwick, Shetland Islands	217
	Kirkwall, Orkney Islands	154
Cairnryan	Larne, NI	37
	Belfast, NI	42
Heysham	Douglas, Isle of Man	66
Holyhead	Dublin, RoI	69
Liverpool	Belfast, NI	146
	Dublin, RoI	137
	Douglas, Isle of Man	80
Lymington	Yarmouth, Isle of Wight	4
Oban	Isle of Colonsay	37
	Castlebay, South Uist	89
Penzance	St Mary's, Isles of Scilly	43
Poole	St Peter's Port, Guernsey	91
	St Helier, Jersey	106
Portsmouth	St Peter's Port, Guernsey	113
	St Helier, Jersey	119
	Fishbourne, Isle of Wight	6
	Ryde pier head, Isle of Wight	6
Scrabster	Stromness, Orkney Islands	29
Southampton	East Cowes, Isle of Wight	12
Stranraer	Belfast, NI	41
	Larne, NI	34
Uig <sup>1</sup>	Lockmaddy, North Uist	32
Ullapool	Stornoway, Isle of Lewis	52
Weymouth	St Peter's Port, Guernsey	79
	St Helier, Jersey	99

<sup>1</sup> For personnel serving at Benbecula authorised to use the route via the Isle of Skye and to the UK Mainland via the bridge at Kyle of Lochalsh

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Annex B to Section 4 of Chapter 7

## FLOWCHART DEPICTING THE INTERACTION BETWEEN HDT AND GYH(T)



### **Get You Home (Travel) Eligibility Table**

**1. Eligibility Table.** IAW all definitions contained in JSP 752 Chapter 7 Section 4, the below table may be used as a general guide for personnel to understand their eligibility to GYH(T) based on their personal status category (PSTAT CAT) and qualifying residence type (QRes). The below assumes the SP possesses a QRes (See **07.0404**) and is not ineligible for GYH(T)(See **07.0406**). This table is to be read in conjunction with the rest of the GYH(T) section.

<b><u>PSTAT</u></b>	<b><u>Family Home</u></b>	<b><u>Privately Maintained Property (PMP)</u></b>	<b><u>RWA at duty station when detached, incl SLA**</u></b>
PSTAT 1	✓	✓**	✓
PSTAT 1s	✓	✓**	✓
PSTAT 2	✓	✓**	✓
PSTAT 3	X	✓	✓
PSTAT 4	X	✓	✓
PSTAT 5	X	✓	✓
PSTAT 5s	✓*	✓	✓

\*Accommodation occupied by 1s is to be considered the Family Home.

\*\* Unless living accompanied in SFA at duty station.

# CHAPTER 8 – UK SERVICE

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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# Chapter 8 Section 1 – Northern Ireland Journeys

## General

**08.0101. Aim.** The aim of Northern Ireland (NI) Journeys is to provide assistance with the cost of return journeys from NI to GB made by Service personnel and any accompanying eligible immediate family in order to achieve respite from the additional pressures and restrictions placed on them in NI and to reduce separation from family.

**08.0102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296 NI Journeys are non-taxable for Service personnel. Journeys by the immediate family within this allowance attract a liability for Income Tax and NICs. The Income Tax and NICs will be met by MOD and paid by DBS under PSA.

## Eligibility

**08.0103. Eligible Personnel.** All Regular Service personnel and Mobilised Reserves serving on the permanent strength of a resident unit in NI, excluding roulement units, are eligible for NI Journeys. (See paragraph **08.0304e** for Service women on Ordinary Maternity Leave (OML)). NI Journeys are only available to those eligible Service personnel and their accompanying immediate family who are proceeding on, or returning from, leave.

## Ineligibility

**08.0104. Ineligible Personnel.** The following are ineligible for NI Journeys:

- a. Children for whom School Children's Visits (SCVs) are claimed are ineligible to receive NI Journeys.
- b. Service women on Additional Maternity Leave (AML).
- c. Service personnel assigned to a unit resident in NI but choose to work remotely outside of NI.

## Entitlement

**08.0105. Service Personnel on Assignment in NI.** Service personnel assigned to the permanent strength of a resident unit in NI are entitled to the following return NI Journeys from the Province to a nominated GB address:

- a. **Accompanied (Acc) Service Personnel.** Three return family passages at public expense per assignment year. Only those children who are permanently resident with their parents in NI are eligible. It is recognised that this entitlement could be seen as inconsistent with that for single/ Unaccompanied (UnAcc) Service personnel. The warrant entitlement for a family with 2 children does, however, equal the single/UnAcc annual return passage entitlement (i.e. 3 x 4 family passages = 12 passages).

- b. **Single/UnAcc Service Personnel.** Twelve return passages at public expense per assignment year.
- c. **Service Couples.** Service personnel married to or in a civil partnership with another service person, where both are assigned to NI, will be entitled to the Acc entitlement. Entitlement is, however, limited to a total of 3 return immediate family passages to GB per assignment year (but see paragraph **08.0108**).

**08.0106. Start/Cessation Dates.** Entitlement to NI Journeys will be in line with the length of tour. Therefore the year is calculated from the first day of a Service person's NI assignment with a requirement to serve a minimum of 30 days before entitlement commences; if a Service woman remains in NI while on OML, the period of OML should be included when calculating entitlement to NI Journeys. For Service personnel who are assigned to or from a resident unit/post in NI for periods of less than one year, their entitlement will be calculated as 1 x family return NI journey for every completed 120 days that you are expected to serve per assignment year and a part of the year thereafter as detailed below:

- a. **Acc Service Personnel.**
  - (1) 31 – 120 days = 1 family return NI Journey.
  - (2) 121 – 240 days = 2 family return NI Journeys.
  - (3) 241 – 365 days = 3 family return NI Journeys.
- b. **S/UnAcc Service Personnel.** One return NI Journey per month.

## Conditions

**08.0107. Timing of NI Journeys.** NI Journeys may be taken at any time during the assignment year, provided there is a reasonable expectation of continuing entitlement. Service personnel are expected to take their full entitlement in each assignment year. NI Journeys may not be carried forward from one assignment year to another.

**08.0108. NI Journeys Travel by the Immediate Family without the Service Person.** There may be occasions when the Service person is unable or chooses not to accompany eligible immediate family members to GB for family or Service reasons. In such circumstances, the Service person is allowed to travel at a later date than the immediate family, but within the same NI Journey Warrant provided the travel is to the same qualifying leave address. However, where this incurs additional terminal travel costs, above those that would have been incurred had the family members travelled together, only one refund of terminal travel costs will be paid.

**08.0109. Transfer of Journeys.** Service personnel entitled to NI Journeys may not transfer any of their entitlement to allow anyone to travel to visit them in NI as this is inconsistent with the aim of this allowance.

**08.0110. Journeys to Overseas Destinations.** For those eligible Service personnel assigned in NI who transit through GB for holidays overseas, only the part of the journey to the mainland airport of departure or port of departure can be claimed within the NI Journey

(e.g. for a Service person or immediate family flying to Jamaica via London Stansted, only the journey from NI to London Stansted is refundable). Service personnel flying direct to their overseas holiday destinations from an airport located within NI will have no entitlement to a NI Journey for any part of that journey.

**08.0111. Permissible Destinations.** When using a NI Journey, Service personnel and their immediate family will be permitted to travel to destinations within GB that correspond to the address of one of the following which should be detailed on their leave application:

- a. A registered Next-of-Kin/Emergency Contact.
- b. A parent/guardian or close blood relative.
- c. A parent/guardian or close blood relative of the Service person's spouse/civil partner.
- d. A fiancé(e), intended civil partner or long standing friend.
- e. A residence where the Service person has established a home.
- f. UK Airport/Port of Departure (see Para **08.0110**)

**08.0112. Death in Service.** If the Service person dies, entitlement to NI Journeys for any surviving previously eligible family member will continue for those occupying Service Families' Accommodation (SFA) in NI, until they vacate SFA in NI. However, entitlement for those living in privately owned or rented property in NI will cease from the day following the Service person's death.

## Method of Travel

**08.0113. Method of Travel.** The method of travel from NI to GB is either by economy class air or ferry warrant (for passengers and private motor vehicle where necessary), with tickets supplied by the NI Central Booking Office (CBO). Air travel should be to the airport closest to the destination address. Travel should be by the most economic route using rail, bus or private motor vehicle. Where possible a standard class warrant should be used; however, if this is not practical, actual bus fares or Motor Mileage Allowance (MMA) may be claimed for the land terminal travel in. Where no form of public transport operates to within one mile of the authorised departure or destination address, or public transport was not operating at the time of travel, reasonable costs necessarily incurred in providing the cheapest alternative means of transport (e.g. taxi) may be refunded. On-base journey distances are not to be used in calculating eligibility to use taxis to the appropriate rail or coach station. Costs incurred for inland ferry, toll charges or congestion charges are not admissible, but the whole distance travelled may be used to calculate the MMA entitlement. MMA is not admissible for any longer distance necessary to detour round the crossing. Refunds of hire car costs are not admissible, but MMA may be claimed. Warrants must be utilised in all instances for cross-water air, or ferry travel. There is no entitlement to retrospective refunds for privately purchased air or ferry tickets or for the payment of MMA in respect of the cross-water element from NI to GB, or return, in lieu of NI CBO issued warrants.

## Rates

**08.0114. Rates for NI Journeys.** Where there is an entitlement to MMA the rate will be calculated by CDP(AF Rem) Allces using the methodology outlined in **Chapter 6 Section 4**. The current MMA rates are at **Chapter 3 Section 1**.

## Method of Application/Claim

**08.0115. Method of Application/Claim.** Applications for NI Journeys should be made by the Service person using the JPA on-line self-service system. A record of journeys taken is to be maintained by the unit HR admin staff on the Service person's record. All claims for eligible non-warrant expenditure are to be submitted by the Service person on the JPA Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before the claim is transferred to a JPA Form F016a and submitted to JPAC for input.

**08.0116. HM Revenue and Customs (HMRC) Reporting Requirements.** In order to comply with HMRC taxation requirements, all travel provided by Service arranged flight or ferry ticket/warrant undertaken by the immediate family under NI Journeys is to be recorded by the unit HR admin staff. Unit HR admin staff are to submit a consolidated return, as at 31<sup>st</sup> March each year, in the format at **Annex A** to this Section to DBS MIL PERS-MIL OPS PACCC Recoveries and Writes-Off, Mail Point 600, APC Glasgow. DBS will use the information provided to meet the PSA liabilities.

## Method of Payment

**08.0117. Method of Payment.** All Claim entitlements, irrespective of whether they have been claimed using the on-line Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account. Claims for the terminal travel entitlements of NI Journeys for any surviving previously eligible family members (see paragraph **08.0112**) should be made on the manual JPA Form F016 and, if possible, paid locally via the unit Public/Imprest account. If this is not possible the JPA Form F016 should be submitted to JPAC for payment to a nominated bank account.

## Annex

A. Record of NI Family Journeys that Incur Income Tax and NICs Liabilities.

Annex A to Section 1 of Chapter 8

**RECORD OF NI FAMILY JOURNEYS THAT INCUR INCOME TAX  
AND NICs LIABILITIES**

Please refer to the notes below before completion.

<b>NAME OF RECIPIENT</b>	<b>RANK</b>	<b>SERVICE NUMBER</b>	<b>NI NUMBER</b>	<b>BUDGET UIN</b>	<b>DATE WARRANT ISSUED OR PAYMENT AUTHORISED</b>	<b>COST OF WARRANT OR AMOUNT REIMBURSED (£) (g)</b>
(a)	(b)	(c)	(d)	(e)	(f)	(g)

(Use continuation sheets as necessary)

**NOTES:**

1. Travel costs of the Service person are non taxable and should not appear on the return.
2. Travel costs of the immediate family are to be included. Total costs are to be attributed against the Service person - there is no requirement to record immediate family members separately.
3. The difference between single and family ferry and toll fees are to be included only when it results in an increased cost.

I certify that the above return details the costs of all family travel undertaken under NI Journeys for the Financial Year \_\_/\_\_.

SIGNED: \_\_\_\_\_ APPOINTMENT: \_\_\_\_\_

NAME: \_\_\_\_\_ UNIT: \_\_\_\_\_

RANK: \_\_\_\_\_ DATE: \_\_\_\_\_

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**Annex A to Section 1 of Chapter 8**

**RECORD OF NI FAMILY JOURNEYS THAT INCUR INCOME TAX AND NICs  
LIABILITIES (CONTINUATION SHEET)**

<b>NAME OF RECIPIENT</b>	<b>RANK</b>	<b>SERVICE NUMBER</b>	<b>NI NUMBER</b>	<b>BUDGET UIN</b>	<b>DATE WARRANT ISSUED OR PAYMENT AUTHORISED</b>	<b>COST OF WARRANT OR AMOUNT REIMBURSED (£) (g)</b>
(a)	(b)	(c)	(d)	(e)	(f)	(g)



## Chapter 8 Section 2 – Reimbursement of Congestion Charges for Personnel Residing in Congestion Charge Zones

### General

**08.0201. Aim.** The aim of this provision is to reimburse Congestion Charges (CC) incurred by Service personnel occupying publicly funded accommodation within a Congestion Charge Zone (CCZ).

**08.0202. Background.** Transport for London (TfL) operates an arrangement whereby non-exempted vehicles driven within a defined area of Central London (i.e. the CCZ) incur a charge.

**08.0203. Income Tax and National Insurance Contributions (NICs).** Reimbursement of CC attracts a liability for both Income Tax and NICs. The Tax and NICs will be met by the MOD and paid by DBS via a PSA.

### Eligibility

**08.0204. Eligible Service Personnel.** All Regular Service personnel occupying publicly funded accommodation, as an entitlement, within a CCZ are eligible to receive CC reimbursement. For Reserve personnel, eligibility to a refund of CC in these circumstances is unlikely to extend beyond Full Time Reserve Service (Full Commitment) (FTRS (FC)) and mobilised personnel.

**08.0205. Duty Travel.** CC costs incurred by Service personnel required to drive for duty reasons within a CCZ, but not claiming within the provisions of this Section, may be reimbursed under duty travel regulations. Further details may be found in **Section 4** of Chapter 6.

### Ineligibility

**08.0206. Home to Duty Travel.** Personnel accommodated outside the CCZ may not normally claim CC reimbursement in respect of home to duty travel. Further details may be found in **Section 3** of Chapter 7.

### Entitlement

**08.0207. Refunds.** Eligible Service personnel may claim the weekly or monthly CC payments they make, as well as the annual registration fee applicable to CCZ residents. Service personnel who decide to pay an annual CC will only be reimbursed by MOD at the start of each quarter. Amounts paid to the CC authority for a period not subsequently required must be reclaimed by the Service person from the CC authority. There is no guarantee that the CC authority will reimburse the full amount paid.

## Conditions

**08.0208. Limitations.** Eligible Service personnel may not claim reimbursement in respect of more than one private motor vehicle for the same period. A Service person who disposes of their private motor vehicle, or is otherwise not able to use the vehicle, may be reimbursed the resident's registration fee for a replacement private motor vehicle. Economy should be exercised when paying CC costs. Service personnel should only pre-pay their CC for periods during which they are confident they will be required to drive within the CCZ as refunds may not be offered by the authority raising the CC.

**08.0209. Death in Service.** If the Service person dies while occupying Service Families' Accommodation (SFA) or Substitute Service Families' Accommodation (SSFA) in a CCZ, entitlement to reimbursement of the CC for one private motor vehicle will continue for the widowed spouse, surviving civil partner or dependent child(ren) until they vacate the SFA/SSFA.

## Rates

**08.0210. Rates of CC.** Eligible Service personnel are refunded the actual charge incurred. Historically these CC payments were discounted at a rate of up to 90% by the authority raising the CC; where discounted Service personnel may only claim for the discounted fee.

## Method of Claim

**08.0211. Method of Claim.** Claims for CC are to be submitted using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. Service personnel who purchase an annual CC will only be reimbursed at the start of each quarter. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

## Method of Payment

**08.0212. Method of Payment.** All CC entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Chapter 8 Section 3 – Northern Ireland Resident's Supplement

### General

**08.0301. Aim.** The aim of Northern Ireland Resident's Supplement (NIRS) is to compensate for the additional pressures and restrictions placed on eligible Service personnel and where applicable their accompanying families serving on permanent assignment in Northern Ireland (NI).

**08.0302. Rationale for NIRS.** NIRS recognises:

- a. The additional stress, over and above that compensated for through the X-Factor, experienced by Service personnel when serving in NI for an extended period.
- b. The restrictions placed upon freedom of movement and access to local amenities imposed by the security situation.
- c. The stress faced by accompanying members of the immediate Service family when the Service person is assigned to NI.

**08.0303. Income Tax and National Insurance Contributions (NICs).** NIRS attracts a personal liability for Income Tax and NICs. These are deducted automatically from the Service person's salary.

### Eligibility

**08.0304. Eligible Service Personnel.** The following personnel are eligible for the payment of NIRS:

- a. All Regular Service personnel or mobilised Reserve personnel serving on the assigned strength of a resident unit in NI.
- b. Reserve personnel undertaking Full Time Reserve Service, Additional Duties Commitments, NRPS commitments who are serving on the assigned strength of a resident unit in NI.
- c. Reserve personnel on the assigned strength of a resident unit in NI undertaking periods of training within NI under the terms of Sections 22 and 27 of RFA 96. These personnel are eligible for the payment of NIRS for each full day that paid training is undertaken in Northern Ireland (a full day is any periods of duty of 2 hours or more that accumulates to 8 hours of training).
- d. Personnel attached on temp duty utilising an established NI PID for periods in excess of 183 days. Personnel in receipt of NIRS under these circumstances are ineligible for concurrent payment of continuous LSA for separation from their permanent Duty Station.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- e. Service women on Ordinary Maternity Leave (OML) retain NIRS if they remain in NI for the period of their OML.
- f. Personnel who have agreed a remote working arrangement in NI as part of a NI resident unit. All remote working arrangements must be agreed with Personnel's chain of command (CofC).

## Ineligibility

**08.0305. Ineligible Service Personnel.** The following are ineligible to receive NIRS:

- a. Personnel serving in NI on temporary assignment of up to 183 days from parent units based outside NI.
- b. Medical/Dental officers undertaking pre-registration appointments or post-graduate courses at civilian or military hospitals in NI.
- c. CFAV personnel and Sponsored Reserves.
- d. RN personnel on board ship when on duty in NI coastal waters.
- e. Service women on Additional Maternity Leave (AML).
- f. SP assigned to a unit based in NI but have agreed with their CofC to work remotely outside of NI.

## Entitlement

**08.0306. Start of Entitlement.** NIRS is payable from the date on which the eligible Service person reports for duty on a permanent assignment in a NI residential unit. NIRS is then payable for each day that pay is received and all eligibility criteria are met.

**08.0307. Cessation of Entitlement.** The NIRS entitlement will cease in the following circumstances:

- a. **All Personnel.**
  - (1) On the first day of Terminal Leave.
  - (2) On the first day of a permanent re-assignment away from a NI Resident Unit or to a unit outside NI.
  - (3) On the first day of Absence Without Leave.
  - (4) On the first day of imprisonment/detention.
  - (5) On the first day of any period that pay is not in issue.
  - (6) On the first day following the death of the Service person.

(7) On the first day of remote working outside of NI, if unaccompanied. Accompanied personnel will lose entitlement to NIRS when they, and their family, work remotely from the mainland when assigned to a NI resident unit.

(8) The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to NIRS is appropriate.

b. **Single/Unaccompanied (UnAcc) Personnel.** NIRS will cease on the first day of any temporary absence from NI that exceeds 24 hours, but excluding periods of absence as part of the Service person's Individual Leave Allowance (ILA) including, the Annual Leave Allowance (ALA) (currently 30 days per year), seagoers' leave, bank holidays and absence during normal stand down periods (e.g. weekends). Temporary absence includes temporary assignments, deployment on overseas Operations, courses, or hospitalisation.

**08.0308. Retention of Entitlement When Accompanied.** Accompanied (Acc) Service personnel will retain NIRS during periods of temporary absence from NI when their families remain in the Province. When SP chooses to work remotely from the mainland when stationed in NI, entitlement to NIRS will only be retained if SP's family remains in NI. When the family does not remain in the Province, the payment of NIRS will stop on the first day of temporary absence by the Service person. When the family leaves the Province, the payment of NIRS will stop for the duration of the period of concurrent absence of the family and SP. NIRS will re-start when either the family or the SP return to the Province.

**08.0309. Service Couples.** Where partners of a Service marriage or civil partnership are serving on a collocated permanent assignment in NI both PStat Cat 1S and 5S partners are eligible for the payment of NIRS. Payment of NIRS for the PStat Cat 1S or 5S Service person will however cease on the first day of temporary absence from NI.

## Rates

**08.0310. Rate Calculations.** The Secretary of State (SofS) for Defence confirms the rate of NIRS following recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendations on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). The rate is published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate is at **Chapter 3 Section 1**.

## Method of Claim

**08.0311. Method of Claim.** Payment of NIRS will be processed by unit HR admin staff as part of the JPA 'Arrivals Process'.

## Method of Payment

**08.0312. Method of Payment.** Payment will be at the daily rate, monthly in arrears, through the Service person's salary.

## Chapter 8 Section 4 – Northern Ireland Motor Insurance Refunds

### General

**08.0401. Aim.** The aim of Northern Ireland Motor Insurance Refunds (NIMIR) is to meet the full cost of any loading on motor insurance premiums directly attributable to a permanent assignment in NI.

**08.0402. Income Tax and National Insurance Contributions (NICs).** NIMIR attract a liability for both Income Tax and NICs. These are met by MOD and paid by DBS under a PSA.

### Eligibility

**08.0403. Eligible Service Personnel.** Regular Service personnel, Full Time Reserve Service (Full Commitment) and (Limited Commitment) and Additional Duties Commitment personnel, who are serving on the assigned strength of a resident unit within NI are eligible for refunds of additional motor insurance while resident in NI (but see paragraph **08.0404**).

### Ineligibility

**08.0404. Ineligible Service Personnel.** Reserve personnel who are either outside the categories listed in paragraph **08.0403** or who have been locally recruited and are normally resident in NI, are ineligible for refunds of additional motor insurance.

### Entitlements

**08.0405. Service Entitlements.** Personnel are entitled to the cost of any loading on motor insurance premiums which can be directly attributable to service in NI. The part of the premium to be refunded will be the amount by which the NI premium exceeds the notional comparable Central London premium.

**08.0406. Admissible Refunds.** Refunds are admissible as follows:

- a. **Initial and Renewal.** Refunds of the full excess premium will be admissible for the period of the NI motor insurance policy provided the Service person has an expectation to serve in NI for the duration of the period for which the premium is paid.
- b. **Departure from NI.** Refunds of excess premiums charged for a period beyond the Service person's anticipated departure date from NI are to be calculated on a *pro rata* basis. In the event that any refund of premium is made to a Service person for a period during which they are not entitled to such a refund (e.g. when departure from NI is earlier than the anticipated departure date or when SP have an agreed remote working pattern external to NI), they must notify their unit HR admin staff as they will be required to repay the amount of this refund through their pay account. Unit HR admin staff will calculate the repayment and set up the debit on the Service

person's pay account. It is the Service person's responsibility to reclaim the extra premium from their insurance company.

c. **Paid Breaks in Service.** No recovery will be made of a refund that has already been paid for a period that falls within a paid break in service (e.g. statutory maternity leave). If the claimant continues to reside in NI during the paid break in service new claims will be admissible.

d. **Unpaid Breaks in Service.** No recovery will be made of a refund that has already been paid for a period that falls within an unpaid break in service. No new claims will be admissible during such unpaid breaks.

## Rates

**08.0407. Calculation of Refund.** Refunds of NI motor insurance premiums are limited to the actual difference in cost between insuring the same vehicle in the highest car insurance area in the UK (currently Central London) and insuring it in NI, as explained at paragraphs **08.0405 - 06** and **08.0408**.

## Method of Claim

**08.0408. Insurance Quotations.** Claims are to be based on written quotations from the same insurance company or broker, stating the difference between insuring the same vehicle in Central London and NI. The claim submitted is for the difference between the 2 quotations. When an insurance company or broker is unable to supply both quotations the Service person is to obtain confirmation of this fact in writing from the company or broker. In such circumstances, a comparative quotation from NAAFI based on the same criteria detailed in the NI quotation is to be obtained.

**08.0409. Submission of Claims.** Claims are to be submitted by the Service person using the JPA Expenses Claim system, as detailed in the JPA Self Service User Guide, as soon as the premium has been paid. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto JPA Form F016a which will then be dispatched to the JPAC for input to JPA. Supporting documentary evidence from the insurance company or broker must be retained by the claimant. If premiums are being paid in instalments, the claim may not be submitted until the final instalment has been paid. Under no circumstances should claims be submitted for a period that extends beyond the anticipated end of the Service person's assignment.

## Method of Payment

**08.0410. Method of Payment.** All NIMIR, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.



## Chapter 8 Section 5 – Recruitment and Retention Allowance (London)

### General

**08.0501. Aim.** The aim of Recruitment and Retention Allowance (London) (RRA(L)) is to counter reluctance to serve in designated London locations by contributing to the higher costs encountered during a permanent assignment in London and by compensating for the reduced quality of the supporting infrastructure.

**08.0502. Rationale.** In addition to a reluctance to serve in London, RRA(L) recognises, amongst other things, the stress of commuting, higher cost of food and beverages in Central London, lack of Service sporting and recreation facilities, lack of a Service Mess and extra travelling time to medical/dental appointments.

**08.0503. Income Tax and National Insurance Contributions (NICs).** RRA(L) attracts a personal liability for Income Tax and NICs. These are automatically deducted from the Service person's salary.

### Eligibility

**08.0504. General.** RRA(L) will be granted to Service personnel of OR4 rank and below for each day for which full pay is received. It is paid to Regular Service personnel and members of the Reserve Forces undertaking Non-Regular Permanent Staff, Full Time Reserve Service or mobilised personnel, who are serving on the assigned strength of or attached to an establishment in the areas specified below for a period which is expected to exceed 182 continuous days (i.e. not aggregated). RRA(L) will only be granted to Service personnel working remotely from an alternative work address within the specified areas. The specified areas are:

- a. Inner London; the area within a radius of 5 miles from Charing Cross (statue of King Charles I).
- b. Units within Cavalry Barracks, Hounslow.
- c. Units within Woolwich Station.

### Entitlement

**08.0505. Commencement of Entitlement.** RRA(L) will be paid to eligible Service personnel permanently assigned to one of the specified areas at paragraph **08.0504** from the first day of the qualifying permanent assignment.

**08.0506. Cessation of Entitlement.** The entitlement will cease:

- a. On the first day of an assignment of more than 182 days away from a London unit within the specified areas at paragraph **08.0504**.
- b. On the first day of Terminal Leave.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- c. On the death of the eligible Service person. The last day of payment will be for the day the death occurred.
- d. On the first day of working remotely from an alternative work address not in a specified area.
- e. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to RRA(L) is appropriate.

**08.0507. University Cadets.** University cadets will be eligible to receive RRA(L) in accordance with the terms set out above (providing they hold the paid rank of OR4 or below) except that payment will commence at the beginning of the Autumn Term and will continue until the end of the Summer Term. Exceptionally, those university cadets who are required to continue their studies outside the above periods will, with prior authority of DBS MIL PERS-MIL OPS PACCC, continue to be eligible.

## **Rates**

**08.0508. Rate Calculation.** The Secretary of State for Defence confirms the rate of RRA(L). The SofS bases those rates upon recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendation on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). Normally, they recommend that the rate increases at the same percentage as the annual pay award. The rate of RRA(L) will be published annually by the AFPRB. The rate is also published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate is also at **Chapter 3 Section 1**.

## **Method of Claim**

**08.0509. Method of Claim.** RRA(L) entitlement will be processed by the unit HR admin staff as part of the JPA 'Arrival Process'.

## **Method of Payment**

**08.0510. Method of Payment.** Payment will be at the daily rate, monthly in arrears, through the Service person's salary.

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# Chapter 9 Section 1 – Overseas Rent Allowance

## General

**09.0101. Aim.** The aim of Overseas Rent Allowance (ORA) is to reimburse Service personnel with the necessary cost of rent and utilities for rented accommodation when they are assigned overseas and no suitable Service Families Accommodation (SFA), Single Living Accommodation (SLA), Substitute Service Families Accommodation (SSFA) or Substitute Service Single Accommodation (SSSA) is available.

**09.0102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 ORA is a non-taxable allowance.

## Eligibility

**09.0103. Conditions of Eligibility.** ORA applies to Service personnel assigned overseas who necessarily rent accommodation not owned or hired by the MOD because no suitable public accommodation or substitute is available. For the Reserve Forces, only Full Time Reserve Service (FTRS) (Full Commitment) personnel who meet the entitlement criteria are eligible to ORA. Personnel may not claim ORA to occupy a property owned by themselves, their spouse/civil partner or a dependant child, or by a non-public company in which they, their spouse/civil partner or dependant child maintain a financial interest.

## Entitlement

**09.0104. Accommodation Entitlements and Specification.** Payment of ORA should enable Service personnel to occupy rented accommodation that broadly equates to their equivalent entitlement to SFA or SLA in UK where local conditions allow. All recipients of ORA will pay accommodation charges in accordance with Volume 3 of JSP 464 (Tri-Service Accommodation Regulations (TSARs)). The accommodation entitlements and specifications are:

- a. **SFA.** Where possible, rented property is to have a similar specification to normal entitlements in terms of the number and type of rooms as detailed at Volume 1 of TSARs.
- b. **SLA.** Unaccompanied personnel should occupy rented accommodation that broadly equates to the appropriate SSSA in the UK according to rank (see Volume 2 of the **TSARs**).
- c. **Accommodation Above or Below the Normal Entitlement.** Service personnel may choose to occupy any accommodation within their financial entitlement (subject to paragraph **09.0105**). Where Service personnel choose to occupy accommodation that is above their financial entitlement, they must pay the difference between the published ORA ceiling and the actual cost of their preferred property.

- d. **Suitability of Accommodation.** The suitability of a property, for occupation by the Service person and their immediate family, if appropriate, remains at the discretion of the CO, or delegated representative (not below the rank of OF4) who should consider the guidance in the TSARs.

## Conditions

**09.0105. General.** ORA will only be paid when a CO, or delegated representative, certifies that there is no suitable unoccupied SFA, SLA, SSFA or SSSA available. Where this applies, evidence will be required that the accommodation for which ORA is sought has been inspected by the CO, or delegated representative, and found to be of a suitable size, specification and standard, considering both the rent to be paid and local conditions. Where a service person has elected to occupy accommodation that is above their normal entitlement standard, the CO, or delegated representative must be satisfied that the standard of accommodation is reasonable and does not exceed the service person's financial ceiling. If it does, the provisions of paragraph **09.0113** apply, however, the service person must be able to demonstrate they were unable to find any accommodation of at least their normal entitlement standard within their financial ceiling. Where ORA is authorised, the refund admissible is limited to the rent paid, or by the rental ceiling for that area (published concurrently with LOA rates by DBS MilPers-MilOps-CuOps-ART), whichever is the lower.

**09.0106. Payment of ORA in Advance of an Individual's Arrival at a Duty Station.** In exceptional circumstances (e.g. securing a property prior to arrival) a CO, or delegated representative may authorise the payment of ORA in advance of a Service person arriving at an overseas duty station. This period should not normally exceed 61 days. Under no circumstances is this property to be sub-let during this interim period. LOA will not be paid until the date the Service person arrives at the duty station (see **09.0518**). The Service person will not be liable for accommodation charges at the new duty station until the first day of residence in the property for which they are receiving ORA.

**09.0107. Changes in Rent.** ORA will be adjusted within the rental ceiling following any change in the rent for the private accommodation. If a Service person moves voluntarily to different private rented accommodation, the continuance of the allowance will be subject to the CO, or delegated representative being satisfied that the move was for valid and necessary reasons and that the new property is suitable (see **09.0104d**).

**09.0108. Mid-Assignment Moves.** A move that is deemed as being for valid reasons, as detailed in **Chapter 12 Section 1** would be publicly funded.

**09.0109. Payment of ORA During the Absence of the Service Person, Spouse/Civil Partner and/or Immediate Family from the Overseas Duty Station.** ORA may continue to be paid during the absence of the Service person and/or their immediate family subject to the CO, or delegated representative being satisfied that the Service person has a need to retain and pay for their accommodation and has not sub-let. ORA may continue to be paid for up to 61 days from the first day of absence. Absence of the spouse/civil partner and/or immediate family also includes non-arrival. This period may exceptionally be extended (e.g. temporary evacuation) by the CO, or delegated representative.

**09.0110. Miscellaneous Utilities Expenditure.** Where Service personnel are billed for items such as water, waste water, electricity and gas that are normally reflected in their accommodation charges reasonable claims for reimbursement, against receipted bills, will

be approved locally by unit HR admin staff. In line with JSP464, Vol 2, Part 2 unaccompanied and Single Service personnel may claim back the cost of telephone line rental provided it is separately identified on a bill.

**09.0111. Cessation of ORA.** When the Service person commences additional adoption leave, additional maternity leave, a career intermission, parental leave, pre-natal leave, special unpaid leave, or terminal leave, a review of ongoing eligibility will be conducted by the unit HR admin staff after which eligibility to ORA may cease. ORA will cease in the following circumstances:

- a. When a Service person occupies SFA, SLA or the substitute equivalent.
- b. On vacation of the private accommodation on assignment of the Service person or permanent departure of the immediate family from the overseas area.
- c. When the Service person is absent without leave, in detention or imprisoned. However, when an entitlement to Family Maintenance Grant exists, the immediate family may continue to reside in the ORA property and ORA be paid.
- d. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to ORA is appropriate.

**09.0112 Cessation of ORA Following Death of the Service Person.** In the event of death of a Service person in receipt of ORA, their spouse/civil partner or dependant child (Personal Status Category 2 only) will retain ORA until they vacate the rented property in line with the **TSARs**.

## Rates

**09.0113. Rate Calculation.** COs or delegated representatives should determine the average rate for rented accommodation by reference to letting agencies, and forward their proposals to DBS MilPers-MilOps-CuOps-ART for authorisation and publication of in-country rental ceilings for each rank. There may be different rental ceilings approved for different areas of a country. Where the existing published rental ceilings appear insufficient, the Service person is required to produce at least 3 quotes, ideally from different letting agencies, identifying that suitable rentals for that area exceed the published rental ceilings for the rank in that country. If the CO, or delegated representatives, is satisfied that a Service person has actively sought accommodation within the published rental ceilings and has produced documentary evidence to support that none could be found, the CO or delegated representatives should forward a case to DBS MIL PERS-MIL OPS PACCC. This should certify that suitable accommodation could not be found within the published rental ceilings and request a Personal Rental Ceiling. DBS MIL PERS-MIL OPS PACCC will forward the case to DBS MilPers-MilOps-CuOps-ART who will determine and authorise a Personal Rental Ceiling, based on the quotations provided in the case. In exceptional circumstances where the service person requires a Personal Rental Ceiling within 5 working days, they may forward their case direct to DBS MilPers-MilOps-CuOps-ART (copied to the PACCC) who will determine and authorise the Personal Rental Ceiling.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**09.0114. Annual Rate Review.** The rental ceilings, including any Personal Rental Ceilings, must be reviewed annually. Unit HR admin staff will initiate the review as at 1<sup>st</sup> February each year for implementation with effect 1<sup>st</sup> April. They will obtain 3 quotations, again ideally from different letting agencies, for suitable rentals in the areas for which they are responsible and forward these with recommendations for future rental ceilings to DBS MIL PERS-MIL OPS PACCC. DBS MIL PERS-MIL OPS PACCC will consult with DBS MilPers-MilOps-CuOps-ART, who will subsequently authorise and publish new rental ceilings with effect from 1 Apr.

**09.0115. Action on Rent Changes.** Service personnel must inform their unit HR admin staff of changes to their rent. Unit HR admin staff will then ascertain whether the new rent is within the latest rental ceiling for the area and, if it is, authorise the revised ORA amount and update JPA. If the new rent exceeds the latest rental ceiling, but is deemed appropriate by reference to other rents in the local area, they will seek a Personal Rental Ceiling as described in paragraph **09.0113**.

## **Method of Claim**

**09.0116. Method of Claim.** See **Annex A** to this Section.

## **Method of Payment**

**09.0117. Method of Payment.** Once approved, the unit HR admin staff will input the approved rate onto JPA using the JPA 'Arrivals Process'. Payment of ORA will be made direct to the Service person's pay account. Claims for miscellaneous utilities expenditure, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to their nominated bank account.

## **Annex**

A. Instructions for Claiming Overseas Rent Allowance.

## INSTRUCTIONS FOR CLAIMING OVERSEAS RENT ALLOWANCE

1. Applications for ORA are to be made on the form shown at **Appendix 1** to this Annex. The CO, or delegated representative, is to certify that no suitable SFA, SLA, SSFA or SSSA is available.

### Initial Claims

2. Initial claims are to be accompanied by a copy of the tenancy agreement. All initial claims are to be authorised by the claimant's CO, or delegated representative, who is to examine the lease, where applicable, before the claimant signs, to ensure that a break clause exists to allow it to be terminated without undue penalty. The MOD will not bear any responsibility for rent deposits, insurance or other conditions attached to a lease. However, an advance of pay may be admissible for such elements.

### Further Claims

3. Further claims require documentary evidence of rent paid and are to be submitted on the following occasions:

- a. On change of rent or other financial conditions of occupancy.
- b. On change of private accommodation, whether or not there is a change in the ORA entitlement
- c. On promotion or reversion which involves a change of rental ceiling.
- d. On change in immediate family circumstances which involve a variation in accommodation charges.

### Commencement and Cessation of ORA Payments

4. Unit HR admin staff are to manually input commencement of ORA on JPA. Whilst the start date may be mid-month (e.g. 10 Jan) the payment received by the claimant will be for a full month (e.g. covering rent from 10 Jan to 9 Feb). The monthly payments will continue automatically until the month when ORA is ceased by unit HR admin staff input on JPA. There will be no automatic payment for the month in which a cessation is input. For example, if the ORA is to cease on 15 Aug the unit HR admin staff will input the cessation with effect from this date and no ORA payment will be made to the claimant in Aug. This could mean that the claimant may have been required to pay rent for days for which no ORA has been received (e.g. in this case 10 Aug - 15 Aug). To ensure that the claimant is not out of pocket, the unit HR admin staff should manually calculate the amount the claimant is out of pocket and input a start ORA for that amount. They should then stop ORA with effect from the 1st day of the following month.

5. **Mid Assignment Moves.** Where a claimant is authorised to make a mid-assignment move in accordance with paragraph **09.0108**, the unit HR admin staff are to cease the ORA on JPA from the date of the vacation of the first property and start the ORA on JPA for the 2<sup>nd</sup> property from the date of occupation. The new occupation date should not be earlier than the preceding vacation as the new rate will override the old one. It may

**Annex A to Section 1 of Chapter 9**

be necessary for the unit HR admin staff to undertake a manual calculation for any amount that the claimant may be due in the changeover month (see paragraph 4).

6. **Rent Changes.** When unit HR admin staff are notified of a change in the rent they are to take the action outlined at paragraph **09.0115**. Once the higher rate of ORA is authorised the unit HR admin staff are to input the new ORA rate on JPA with effect from the month in which the rent was increased.

**Miscellaneous Utilities Expenditure**

7. Claims for miscellaneous utilities expenditure as detailed at paragraph **09.0110** may be paid through the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. Exceptionally, where personnel have no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR admin staff for input on JPA using the Zoom facility.

Appendix:

1. Application for Payment of Overseas Rent Allowance.



## APPLICATION FOR PAYMENT OF OVERSEAS RENT ALLOWANCE

### Part A - (To be completed by the applicant)

Originating Unit \_\_\_\_\_

Number								Rank	Initials	Surname ( <i>in block letters</i> )

1. Address of Rented Accommodation:


2. Date of Occupation:

/	/
---	---

3. Date of entering into tenancy agreement:

/	/
---	---

4. Date of arrival of the immediate family at the overseas location:

/	/
---	---

5. With effect from:

/	/
---	---

I am paying the amount stated below for Monthly Rental (local currency) of the property detailed at paragraph 1.

--

### Claimant's Declaration

6. I am not the owner of this property, neither is it owned by my spouse/civil partner, or dependant child in accordance with paragraph **09.0103**, and no part of the accommodation for which Overseas Rent Allowance is claimed has been, or will be sub-let.

7. The amount of rent stated at paragraph 5 will be paid on the due date to the landlord or his agent, in accordance with the tenancy agreement, or as indicated in the rent book or certificate provided by the landlord or a bona-fide agent.

8. The tenancy agreement and other supporting documentation is attached.

9. I claim refund of rent within the appropriate rental ceiling. In the event of any change in my circumstances affecting my entitlement to Overseas Rent Allowance I will immediately inform my unit HR admin staff.

Date

/	/
---	---

Signature

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**Appendix 1 to Annex A to Section 1 of Chapter 9**

**Part B** - (To be completed by the Commanding Officer (or delegated representative))

10. The information given above is correct. The accommodation detailed at paragraph 1 is considered suitable and the rent fair having regard to the applicant's accommodation entitlement and local conditions.

11. I certify that no suitable SFA, SLA, SSFA or SSSA is available and that the eligibility conditions of JSP 752 Chapter 9 Section 1 have been met.

12. Where a Personal Rental Ceiling is authorised the authority is   
JPAC letter dated

13. The monthly rate of Overseas Rent Allowance  is authorised for  
payment from

Signature and Rank

Date

**Part C** - (To be completed by the unit HR admin staff)

14. Details of the amount and effective date shown at Part B, paragraph 13 have been entered onto JPA.

15. The appropriate Grade accommodation charges as outlined at paragraph **09.0104** have been commenced.

Date:

Signature and Rank

## Chapter 9 Section 2 – Respite Journeys (Remote Locations)

### General

**09.0201. Aim.** The aim of Respite Journeys (Remote Locations) (RJ(RL)) is to provide assistance towards the cost of journeys made by Service personnel and their accompanying immediate family assigned to the Scottish Outer Isles or Diego Garcia in order to achieve respite from locations that are remote or inhospitable.

**09.0202. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296 RJ(RL) are non-taxable for all journeys by Service personnel. Journeys by immediate family based in the Scottish Outer Isles attract a liability for Income Tax and NICs. Night Subsistence for Service personnel and their families also attracts a liability for Income Tax and NICs. The Income Tax and NICs will be met by MOD and paid by DBS under PSA.

### Eligibility

**09.0203. Eligible Personnel.** All Regular, Full Time Reserve Service (Full Commitment) (FTRS (FC)), FTRS (Limited Commitment) (LC), Non-Regular Permanent Staff (NRPS), Additional Duties Commitment (ADC) and Mobilised Personnel Service personnel, irrespective of PStat Cat, who are permanently assigned (see **para 02.0107**) to a unit within the Scottish Outer Isles or Diego Garcia. In addition, any accompanying immediate family on the assignment will have entitlements to RJ(RL).

### Ineligibility

**09.0204. Ineligible Personnel.** Children who attend Boarding or Day School and whose parents receive Service Education Allowances, including those eligible for School Children's Visits and Guardian's Allowance, are ineligible for RJ(RL).

### Entitlement

**09.0205. Areas of Entitlement.** The current authorised locations and their approved RJ(RL) entitlements are listed below:

- a. **Scottish Outer Isles.** Four return journeys per eligible person per assignment year. One journey to be issued for every 3 months completed in the Islands.
- b. **BIOT.** Individuals assigned to Diego Garcia are entitled to one return journey per assignment year.

**09.0206. Commencement of Entitlement.** Entitlement to RJ(RL) commences for Service personnel and entitled immediate family from the date the Service person reports for duty at the designated RJ(RL) location. RJ(RL) cannot be used during any period of leave taken in theatre prior to taking up post or during leave immediately following the end of the assignment.

**09.0207. Cessation of Entitlement.** Entitlement to RJ(RL) for the Service person will cease on the last day of the assignment. The immediate family entitlement will cease from the date the immediate family leaves the location or on the last day of the Service spouse's/civil partner's assignment, whichever is the earlier.

**09.0208. Use of RJ(RL).** RJ(RL) are to be issued in accordance with the entitlements at paragraph **09.0207** and are not to be issued in advance of the requisite qualification period. Journeys are to be used in the time-scale designated and are not to be carried forward unless the CO is satisfied that, for Service reasons, the journeys could not be used in the time frame and the need for a recreational or welfare break from the environment still exists. For example, a Service person sent from the Scottish Outer Isles to the mainland on a 2-month training course would lose entitlement to one journey as the Service person has already had the respite from the isolated environment that RJ(RL) seeks to provide. Temporary absence of the Service person will reduce entitlement as follows:

- a. **Scottish Outer Isles.** Temporary absence of 2 consecutive months reduces entitlement by 1 return journey.
- b. **BIOT.** Temporary absence of 2 consecutive months removes the entitlement for that assignment year.

Temporary absence of the Service spouse/civil partner does not affect RJ(RL) entitlement for accompanying immediate family, provided they remain in residence at the qualifying location during the temporary absence of the Service spouse/civil partner. Whilst the Service person and immediate family will normally be expected to travel together when taking a RJ(RL) entitlement, separate journeys may be taken when the Service person is unavailable to travel for Service reasons or when the Service person's RJ(RL) entitlement is less than that of their immediate family due to absences from the duty station.

## Conditions

**09.0209. Methods of Travel and Routes.** The primary mode of travel is to be by pre-booked economy air to a nominated airhead. Destinations deemed to meet the recreational/respite needs of the majority at each location are as follows:

- a. Benbecula: Glasgow or Inverness.
- b. Shetland Isles: Aberdeen, Edinburgh, Glasgow, Inverness or Wick.
- c. Isle of Lewis: Glasgow or Inverness.
- d. Orkney Islands: Aberdeen or Inverness.
- e. Diego Garcia: Singapore or Bahrain.

Service personnel (and any eligible accompanying immediate family) eligible for RJ(RL) may travel (by economy) to any location within the costs of the capped return economy journey to the designated recreational/respite destination.

**09.0210. Alternative Mode of Transport to Air Travel.** Reimbursement of the cost of hire cars or any other mode of transport (e.g. ferries) may be authorised only if it represents an appropriate alternative and cheaper method of travel to the authorised destination. Any lower cost options authorised would include only the cost of the direct travel to and from the authorised destination, subject to the overall cost not exceeding the cost of the basic entitlement to a return economy airfare and, where appropriate, (see paragraph **09.0211**) associated accommodation costs. Claims will be capped at the cost of the cheapest economy airfare available at the time the journey is authorised. The cost of the airfare is to be established by the appropriate electronic Purchasing Card (ePC) holder at each location.

**09.0211. Accommodation and Other Costs.** In recognition of the particular challenges of travelling from the Scottish Outer Isles, where ferry journeys are long and air options are extremely limited, personnel may claim up to 3 night's Night Subsistence (NS) in addition to the air or road/ferry costs per return journey. Personnel are required to make use of American Express (GBT) when booking accommodation and are to book standard accommodation based on Bed & Breakfast rates only. Costs over and above the standard charge for an appropriately sized room (e.g. bookings for superior or executive rooms) are considered inappropriate and are to be met by the claimant, as are all additional costs such as other meals, mini bar, telephones and newspapers.

**09.0212. Inadmissible Costs.** Package type deals, recreational vehicle hire, tours, helicopter trips and other sightseeing tours are not permitted under RJ(RL). Unit HR admin staff will be required to ensure that journeys issued and reimbursement of any authorised NS costs comply with the spirit of these regulations, which demand propriety at all times.

**09.0213. Combination of Travel Entitlements.** RJ(RL) journeys may not be combined with other travel entitlements (e.g. GYH Travel) to fund travel by the Service person and their immediate family beyond the designated city or town detailed at paragraph **09.0210**.

**09.0214. Death in Service.** If the Service person dies whilst assigned to an authorised location, entitlement to RJ(RL) for any surviving previously eligible immediate family will continue for those occupying Service Families' Accommodation (SFA) or Substitute Service Families' Accommodation (SSFA) in the authorised location, until they vacate the SFA/SSFA. Entitlement for those living in privately owned or rented property in the authorised location will cease at the end of the current assignment year or on vacation of the property whichever is the earliest.

## Rates

**09.0215. Calculation of Rates.** The full cost of the RJ(RL) is met by a Service provided flight ticket/rail ticket booked via American Express (GBT). If the Service person and/or their immediate family are unable to travel by air (e.g. for medical reasons) they will be refunded the full actual cost of their alternative means of travel. If the Service person elects for personal reasons to use a form of transport, other than air, the rate payable will be actual costs that are capped at the Service cost of the airfare. Where accommodation is authorised (see paragraph **09.0211**), entitlements to NS are calculated in accordance with **Chapter 5 Section 1**.

## Method of Application/Claim

**09.0216. Method of Application/Claim.** Applications for RJ(RL) should be made by the Service person using the JPA on-line self-service system. Administration of RJ(RL) will be completed by unit HR admin staff in accordance with JPA procedures. Claims for any eligible non-warrant actual costs of RJ(RL) will be made via the JPA Expenses Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before the claim is transferred to a JPA Form F016a and submitted to JPAC for input.

**09.0217. HM Revenue and Customs (HMRC) Reporting Requirements.** In order to comply with HMRC taxation requirements, all travel provided by Service arranged flight/rail tickets undertaken by the immediate family under the RJ(RL) Scheme is to be recorded by the unit HR admin staff. Unit HR admin staff are to submit a consolidated return, as at 31<sup>st</sup> March each year, in the format at **Annex A** to DBS MIL PERS-MIL OPS PACCC Recoveries and Writes-Off, Mail Point 600, APC Glasgow. DBS will use the information provided to meet the PSA liabilities.

## Method of Payment

**09.0218. Method of Payment.** All Expenses Claim entitlements, irrespective of whether they have been claimed using the Expenses Claim on-line system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## Annex

A. Record of RJ(RL) Journeys from the Scottish Outer Isles and Accommodation that Incur Income Tax and NICs Liabilities.

Annex A to Section 2 of Chapter 9

**RECORD OF RJ (RL) JOURNEYS FROM THE SCOTTISH OUTER ISLES AND  
ACCOMMODATION THAT INCUR INCOME TAX AND NICs LIABILITIES**

Please refer to the notes below before completion.

NAME OF RECIPIENT (a)	RANK (b)	SERVICE NUMBER (c)	NI NUMBER (d)	BUDGET UIN (e)	DATE PAYMENT AUTHORISED (f)	AMOUNT REIMBURSED (£) (g)

(Use continuation sheets as necessary)

NOTES:

1. Travel costs of the Service person are not taxable and should not appear on the return.
2. Travel costs of the immediate family are to be included, as well as **ALL** accommodation costs. Total costs are to be attributed against the Service person – there is no requirement to record immediate family members separately.
3. The difference between single and family ferry and toll fees are to be included only when it results in an increased cost.

I certify that the above return details the costs of all family travel undertaken from the Scottish Outer Isles under RJ(RL) for the Financial Year \_\_/\_\_.

SIGNED: \_\_\_\_\_ APPOINTMENT: \_\_\_\_\_

NAME: \_\_\_\_\_ UNIT: \_\_\_\_\_

RANK: \_\_\_\_\_ DATE: \_\_\_\_\_



Annex A to Section 2 of Chapter 9

**RECORD OF RJ (RL) JOURNEYS FROM THE SCOTTISH OUTER ISLES  
AND ACCOMMODATION THAT INCUR INCOME TAX AND NICs  
LIABILITIES (CONTINUATION SHEET)**

NAME OF RECIPIENT (a)	RANK (b)	SERVICE NUMBER (c)	NI NUMBER (d)	BUDGET UIN (e)	DATE PAYMENT AUTHORISED (f)	AMOUNT REIMBURSED (£) (g)

## Chapter 9 Section 3 – Refund of Foreign Currency Exchange Costs

**09.0301**    **Aim.** The aim of Refund of Foreign Currency Exchange Costs is twofold:

- a. To reimburse Service personnel who have necessarily incurred charges in respect of Service-related essential purchases<sup>1</sup> and redemption of foreign currency and/or credit card exchange rates and/or travel cards and/or commissioning costs and/or traveller's cheques for temporary duty journeys overseas.
- b. To make good any loss otherwise incurred by differences in the value of currency purchased commercially and the General Accounting Rate (GAR) of exchange when purchasing Service required items.

**09.0302. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 370 Refunds of Foreign Currency Exchange Charges are non-taxable.

### Eligibility

**09.0303. Eligible Service Personnel.** All Service personnel who have incurred charges when purchasing and/or redeeming foreign currency and/or traveller's cheques for necessary Service-related purchases when on temporary duty journeys overseas. Service personnel must have purchased this foreign currency and/or traveller's cheques from commercial sources and not through Service related sources and they must suffer a net financial loss from their currency purchase transaction (e.g. a claim would not be appropriate if the Service person made a £5 gain on purchase of local currency and only incurred a £3 commission charge - net gain of £2). Overseas currency and/or traveller's cheques purchases are to be restricted to the minimum amount necessary to enable a Service person to meet their daily expenses until they are able to cash a Sterling cheque through local Service facilities at GAR. Minimum amounts of overseas currency should be obtained to minimise the amounts the Service person may have to redeem at the end of their temporary overseas duty journey.

### Rates

**09.0304. Refund Entitlements.** Service provided debit/credit cards (i.e. GPC) should be used for purchases when available. When not available, a refund may be claimed when foreign currency and/or, credit card exchange rates and/or, travel cards and/or, commissioning costs and/or traveller's cheques purchased from or redeemed at a commercial source, inclusive of any commission costs, result in a Service person obtaining a worse rate of exchange than the GAR of exchange. The GAR that should be used is the one that was in force for the foreign currency and/or credit card and/or traveller's cheques on the day that they were purchased, used or redeemed by the Service person. An example of when a refund can be claimed is as follows:

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<sup>1</sup> Service related items include essential purchases required for the duty undertaken. The purchase of personal items, inc personal vehicles, are not eligible for refund of exchange costs.

A Service person proceeds on a temporary duty journey from UK to the USA and has a requirement to use commercial messing and accommodation facilities throughout the duty. In preparation for this expense, the Service person purchases \$800 at an exchange rate of \$1.48 to £1 plus a 1% commission charge. The cost of the commercial transaction was £545.95 (\$800 at \$1.48 equals £540.54 plus 1% charge of £5.41), whereas the cost through the Service would have been £533.33 (\$800 at a GAR rate of \$1.50 to £1). The Service person has therefore incurred additional expenditure of £12.62 which will be refunded. If the same Service person has US Dollars remaining at the end of the duty journey and further costs are incurred to exchange these back to Sterling, these costs may also be claimed.

## Method of Claim

**09.0305. Method of Claim.** Refunds of Foreign Currency Exchange Costs are claimed through the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR Admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto a JPA Form F016a which will then be despatched to JPAC for input to JPA. The Service person is to retain full details of the transactions, including the number and denominations of any traveller's cheques purchased, supporting receipts and details of the bank or agency from which they were obtained. These records are to be retained by the Service person for 24 months. Similar information is to be retained regarding traveller's cheques cashed during the duty visit or foreign currency and traveller's cheques redeemed on return from the temporary overseas duty.

## Method of Payment

**09.0306. Method of Payment.** All refunds of Foreign Currency Exchange Costs, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

# Chapter 9 Section 4 – Overseas Private Vehicle Provision (OPVP) Amended/Updated

## General

**09.0401. Aim.** The aim of OPVP is to **assist** Service Personnel (SP) permanently assigned<sup>1</sup> to or from an overseas location with access to a private motor vehicle. It replaces the vehicle provision in previous LOA policy<sup>2</sup>.

**09.0402. Principles.** The following principles underpin OPVP and should be applied when interpreting the regulations in this Section and its associated Annexes:

- a. These regulations apply to SP proceeding on and returning from a permanent overseas assignment for which they receive permanent rates of LOA<sup>3</sup>. SP will be eligible to submit one claim per assignment order subject to meeting the specific requirements at **Annexes A to D**.
- b. SP moving between assignments in the same LOA location will normally not be eligible for OPVP<sup>4</sup>. Applications must be submitted to DBS MIL PERS-MIL OPS PACCC for approval.
- c. OPVP is designed to assist with access to one vehicle whilst in the overseas location, regardless of the SP's accompanied or unaccompanied status.
- d. OPVP is to be used for a private vehicle and may not be used for the transportation or purchase / leasing of items such as trailers, caravans or horseboxes.
- e. SP utilising OPVP are responsible for ensuring that they comply with all necessary statutory and mandatory requirements for the passage and use of their vehicle in the new assignment location. The MOD will bear no responsibility for disposing of a vehicle that does not meet the legal requirements of the destination country.
- f. Unit expenses authoriser is to verify the supporting documentation (see **Annexes A to D**) for all OPVP claims prior to giving approval. SP must retain all receipts and paperwork for a period of 24 months from the date of submission of the claim.

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<sup>1</sup> As per para **02.0107**, a permanent assignment is any period of duty at a unit that is anticipated from the outset to exceed 182 days.

<sup>2</sup> SP in receipt of Main Station LOA received a Car Buy/Sell element as part of the LOA Daily Rate, intended to contribute towards depreciation costs; SP in receipt of Small Station LOA had the option to have a car shipped to their overseas assignment location.

<sup>3</sup> Service Personnel on permanent assignment to UN operations as UN Staff Officers are eligible to apply for OPVP, where they are not in receipt of LOA or any other provision designed to contribute to access to a private motor vehicle.

<sup>4</sup> Unless it can be demonstrated that it is unfeasible for the SP to self-drive (eg. If moving from the west coast to the east coast of USA).

**09.0403. Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296 OPVP is non-taxable.

**09.0404. Insurance.** SP are strongly advised to make private insurance arrangements to ensure comprehensive and appropriate vehicle cover.

## Eligibility

**09.0405. Regular Service Personnel. Amended/Updated.** All regular SP permanently assigned to/from an overseas location and in receipt of LOA are eligible to claim OPVP<sup>5</sup>.

**09.0406. Reserve Forces Personnel.** FTRS (Full Commitment) personnel on selection for an overseas assignment may be eligible for OPVP, but only where the appropriate workforce authority has approved the selection and budgetary approval is provided in accordance with **Chapter 12 Section 4 para 12.0409**.

**09.0407. OPVP Options.** Eligibility flowcharts for SP assigned into and from an overseas location can be found at **Annexes E** and **F** respectively. Eligible SP may use the OPVP provision in one of the following ways:

- a. To contribute towards administrative and vehicle depreciation costs when selling and buying a vehicle. The SP must be able to demonstrate that **two** separate financial transactions have taken place. Further information and conditions are at **Annex A**. Or;
- b. To contribute towards the charges incurred (up to the capped rate) when required to cancel a vehicle lease agreement. Further information and conditions are at **Annex B**. Or;
- c. To contribute towards the cost (up to the capped rate) of privately shipping one vehicle to and from the permanent overseas assignment location<sup>6</sup>. Further information and conditions are at **Annex C**.
- d. To contribute towards the costs of UK return journeys taken in pursuit of a UK MOT. This option is only for countries where SP are legally prevented from registering a private vehicle. Further information and conditions are at Annex D. Where all the conditions at Option D are met, SP may additionally claim expenses as detailed in 09.0408.
- e. Alternatively, SP who elect to self-drive to/from their permanent overseas assignment location are to refer to JSP 752 Chapter 6 Section 7 para 06.0719 for NW Europe or JSP 752 Chapter 6 Section 6 Personally Arranged Passage (PAP) for countries other than those detailed at 06.0719 (including intra-USA moves).

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<sup>5</sup> Service Personnel on permanent assignment to UN operations as UN Staff Officers are eligible to apply for OPVP, where they are not in receipt of LOA or any other provision designed to contribute to access to a private motor vehicle.

<sup>6</sup> Ordinarily, SP must self-source a commercial shipping provider and make all necessary arrangements. However, subject to advance PACCC approval, SP with a specially adapted vehicle may use the MOD GRMS contractor if the person for whom the adaptation was made will be based in the overseas location.

## Rates

**09.0408. Method of Calculation.** OPVP claims are capped at the maximum rate as shown in **Chapter 3**.

**09.0409. Method of Claim.** Claims for OPVP will be processed through the JPA iExpenses Claim system as detailed in the JPA Self Service guide. Timelines associated with each type of claim can be found within the relevant annex. For SP with no access to the JPA on-line system, JPA Form F016 is to be submitted through the appropriate HR staff. The supporting documentation for all OPVP claims is to be verified by the unit expenses authoriser before the claim can be authorised.

**09.0410. Method of Payment.** Approved claims will be paid direct to the SPs nominated bank account.

## Annexes

- A. Overseas Private Vehicle Provision - Selling / Buying (OPVP(S/B))
- B. Overseas Private Vehicle Provision - Cancelling Vehicle Lease (OPVP(CVL))
- C. Overseas Private Vehicle Provision - Shipping (OPVP(S))
- D. Overseas Private Vehicle Provision - Pursuit of UK MOT (OPVP (MOT))
- E. Eligibility Flowchart – SP Assigned into a Permanent Overseas Location
- F. Eligibility Flowchart – SP Assigned from a Permanent Overseas Location

## Annex A to Section 4 of Chapter 9

### Overseas Private Vehicle Provision - Selling / Buying (OPVP(S/B))

#### General

1. OPVP(S/B) contributes towards the administrative and vehicle depreciation costs when a SP is required to sell and buy a vehicle as a result of moving to/from a permanent overseas assignment.

#### Entitlement

2. Only one claim can be made as a result of a new assignment order, and the SP must be able to demonstrate two separate financial transactions (per assignment order) to be eligible. One of the following situations must have taken place before eligibility can be confirmed:

#### SP Assigned into a Permanent Overseas Location

- **Sell UK + buy overseas.** The SP sold a vehicle in the UK within the 12-week window prior to moving to a permanent overseas assignment. The SP then bought a vehicle in the overseas assignment location within 12 weeks of arrival at their new permanent duty station.

#### SP Assigned from a Permanent Overseas Location

- **Sell overseas + buy UK or other overseas location.** The SP sold a vehicle that they bought in the overseas assignment location. The sale must be within the 12-week window prior to departure. The SP then bought another vehicle within 12 weeks of arrival at their new permanent duty station (in the UK or a different overseas location). Or;

- **Buy overseas + sell overseas.** The SP did not sell a vehicle prior to moving to a permanent overseas assignment but bought a vehicle within 12 weeks of arrival at the new duty location. The SP then sold the vehicle within 12 weeks prior to leaving the same overseas location. Eligibility only exists if OPVP(S/B) was not previously claimed on the purchase of this vehicle.

#### Rate

3. Eligible SP will be entitled to the full rate of OPVP as listed in **Chapter 3**.

#### Method of Claim

4. Eligible SP may claim OPVP(S/B) within 90 days of the 2nd qualifying financial transaction and in accordance with paragraph **04.0302**. Claimants must present the following evidence:

- Proof of sale of the vehicle sold (receipt from sale and a copy of VO5 (UK) or overseas certificate confirming deregistration). And;
- Proof of vehicle purchase (receipt from purchase and vehicle registration document)
- .



## Annex B to Section 4 of Chapter 9

### Overseas Private Vehicle Provision - Cancelling Vehicle Lease (OPVP(CVL))

#### General

1. OPVP(CVL) contributes towards the costs incurred (up to the capped rate) when a SP is required to cancel a vehicle lease agreement due to a permanent overseas assignment.

#### Entitlement

2. Only one claim can be made as a result of a new assignment. The SP must be able to demonstrate that the following has taken place before eligibility can be confirmed:

- The SP has been required to pay an early termination fee for cancelling their vehicle lease.
- The SP did not enter the lease after receipt of the assignment order to the new overseas location.
- The SP did not enter the lease within 6 months of their expected departure date from the permanent overseas location.
- OPVP(CVL) will only contribute towards the receipted cost of an early termination fee for cancelling a vehicle lease. Additional costs incurred (e.g. damage to vehicle, going over the agreed mileage) cannot be claimed through OPVP(CVL).
- Whether leasing the motor vehicle through a Personal Contract Hire, Personal Contract Purchase or Hire Purchase agreement, OPVP(CVL) will only contribute towards an early cancellation fee. OPVP(CVL) is not to contribute towards any payment whereby the SP purchases the associated vehicle.

#### Rate

3. SP can claim actual receipt-based costs up to the capped rate listed in **Chapter 3**.

#### Method of Claim

4. Claims are to be made within 90 days of the date on which the expenditure occurred, in accordance with paragraph **04.0302**, utilising iExpenses on JPA. Claimants must present a receipt with the early cancellation fee clearly annotated.

## Annex C to Section 4 of Chapter 9

### Overseas Private Vehicle Provision - Shipping (OPVP(S))

#### General

1. OPVP(S) contributes towards the costs incurred (up to the capped rate) when a SP elects to ship their private vehicle to or from the permanent overseas assignment location.

#### Method

2. SP must ordinarily make their own private shipping arrangements using any commercial provider other than the MOD contractor (see para 3 below for exception to this). SP are solely responsible for ensuring that they comply with all statutory and mandatory requirements associated with both the passage of the vehicle and the embarkation of the vehicle into the assigned destination. Claimants must start the shipping process no further than 12 weeks prior to the subsequent assignment start date.

3. SP who wish to ship a specially adapted vehicle may seek exceptional authority from PACCC to use the MOD contractor if the person for whom the adaptation was made will be based in the overseas location. PACCC approval must be sought in advance of shipping. SP given approval to use the MOD contractor will be ineligible to claim any form of OPVP.

#### Entitlement

4. Only one claim can be made as a result of a new assignment. The SP must be able to provide the following:

- Proof of ownership of the vehicle being shipped to and / or from the overseas location.
- An invoice from the shipping company showing date of vehicle departure from previous location and date of arrival in the new assignment country.
- Proof of arrival in the receiving country via either importation documents or registration documents.

#### Insurance

5. SP electing to ship their vehicle are advised that it is moved at the SP's risk and that the insurance held by the provider may be the minimum required by the industry. This may not be adequate to cover individual requirements. For SP that are eligible to ship their vehicles using the MOD contractor, no liability against public funds is accepted by the MOD or its agents for any loss, damage or delay to vehicles moved, except under conditions listed in **Chapter 17 Section 3**. Disturbance Expense (DE) includes an element to assist with the cost of insurance of PE in transit. SP ineligible to receive DE may be eligible to claim Insurance Allowance (see **Chapter 12 Section 2**). All SP are strongly advised to make private insurance arrangements to ensure comprehensive and appropriate cover.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### **Rate**

6. SP can claim actual receipt-based costs up to the capped rate listed in **Chapter 3**.

### **Method of Claim**

7. Claims are to be made within 90 days of the date in which the expenditure occurred, in accordance with paragraph **04.0302**, utilising iExpenses on JPA.

## **Annex D to Section 4 of Chapter 9**

### **Overseas Private Vehicle Provision – Pursuit of UK MOT (OPVP (MOT))**

#### **General**

1. OPVP(MOT) contributes towards the journey and administrative costs when a SP is legally required to return to the UK from mainland Europe in pursuit of a UK MOT. This option is only available to SP permanently assigned to an overseas location where the in-country status of forces agreement (SOFA) prevents SP from registering a private vehicle.

#### **Entitlement**

2. Only one claim can be made as a result of a new assignment order, and the SP must be able to demonstrate:

- They are legally unable to purchase or lease and subsequently register a vehicle in their permanent overseas assignment location
- That there is an MOT requirement for their private vehicle during their assignment period
- Proof of journeys undertaken during the overseas assignment

#### **SP Assigned into a Permanent Overseas Location**

Upon receipt of an assignment order to a permanent overseas location (where they are legally prevented from registering a vehicle) SP may:

- Claim the MMA and a portion of subsistence costs associated with driving their existing vehicle to the specified assignment location and;
- Claim OPVP(MOT) when they next undertake the UK MOT return journey. This will be classed as claim one and can only be used in conjunction with the initial assignment to the overseas location.

#### **SP Assigned from a Permanent Overseas Location**

Upon receipt of an assignment order from the permanent overseas location (that legally precludes private vehicle registration) either back to the UK or to another/different overseas location, SP may:

- Claim OPVP(MOT) again, should they have undertaken a 2<sup>nd</sup> or 3<sup>rd</sup> UK MOT return journey during their overseas assignment.
- Claim the MMA and a portion of subsistence costs associated with driving their existing vehicle from the specified assignment location.

### **Additional Restrictions**

#### 3. OPVP(MOT):

- provides a maximum of two claims (one for each assignment order) as per other OPVP options.
- does not make the journey in pursuit of UK MOT a duty journey.

It is the SP's responsibility to ensure their private vehicle is legally insured at all times.

### **Rate**

4. Eligible SP will be entitled to the full rate of OPVP as list in **Chapter 3**.

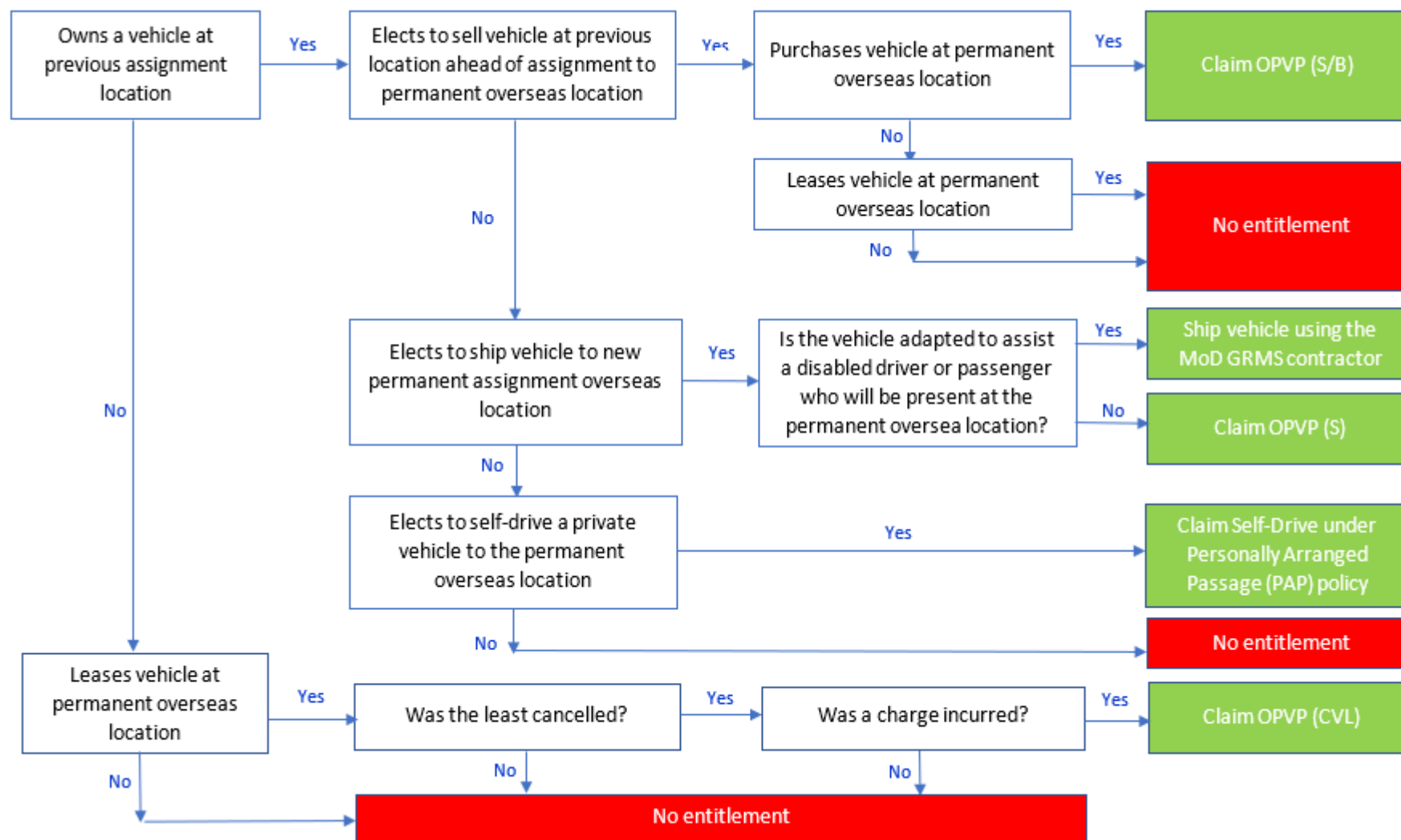
### **Method of Claim**

5. Eligible SP may claim OPVP(MOT) within 90 days of the MOT UK return journey undertaken. Claimants must present the following evidence:

- Proof of UK MOT required on the private vehicle.
- Proof of legal inability to register a vehicle locally. (Confirmation and proof to be provided by in-country administrative leads)
- Proof of UK journey undertaken and subsequent MOT certificate.

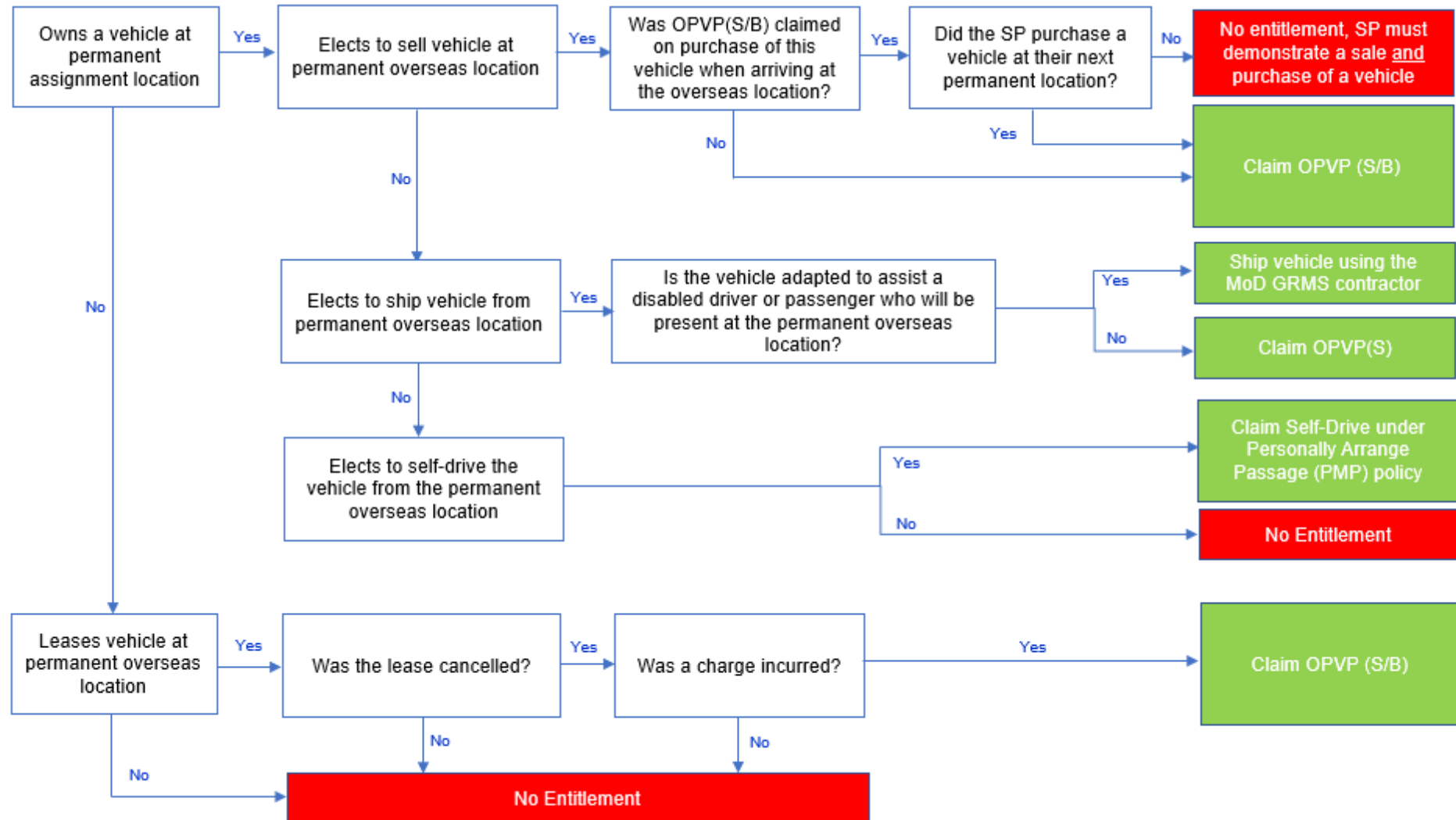
Annex E to Section 4 of Chapter 9

ELIGIBILITY FLOWCHART – SP ASSIGNED INTO A PERMANENT OVERSEAS LOCATION



Annex F to Section 4 of Chapter 9

ELIGIBILITY FLOWCHART – SP ASSIGNED FROM A PERMANENT OVERSEAS LOCATION



## Chapter 9 Section 5 - Respite Provision (RP) Amended/Updated

### General

**09.0501 Aim.** The aim of Respite Provision (RP) is to contribute towards travel and accommodation costs of Service personnel and their accompanying immediate family (see para **02.0124**) permanently assigned to an overseas station in order to achieve overnight respite from their duty station.

**09.0502 Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 296, RP is non-taxable.

### Eligibility

**09.0503 Eligible Service Personnel. Amended/Updated.** All Service personnel, irrespective of PStat Cat, who are permanently assigned (see para **02.0107**) to an overseas location and in receipt of **Local Overseas Allowance (LOA)**<sup>1</sup> are eligible for RP. In addition, any accompanying immediate family (see para **09.0714**) on the assignment are eligible for RP.

### Ineligibility

**09.0504 Ineligible Personnel.** Children visiting their parents in accordance with the arrangements for School Children's Visits (see **Chap 10 Sect 2**) are ineligible for RP.

### Entitlement

**09.0505 Areas of Entitlement.** All overseas locations where permanent rates of LOA exist.

**09.0506 Annual Entitlement.** Each country is awarded a set number of RP days with each RP having a capped monetary daily rate for that country. Eligible Service personnel and each eligible member of their immediate family are entitled to RP from the Service persons duty station to the location where respite is taken. RP is awarded annually, irrespective of a FAD falling short of the entitlement anniversary. Personnel who are delayed in reporting for duty in the overseas location for service reasons, will receive the full RP entitlement. RP is delivered through a receipt based annual contribution towards travel and accommodation. The level of provision<sup>2</sup> varies and is based upon data from commercial partners for the overseas assignment location to which the Service person is assigned (the current rates for each country can be found at **Chapter 3, Section 1**).

**09.0507 Commencement of Entitlement** Entitlement to RP commences for Service personnel and any entitled immediate family from the date the Service person reports for duty in the overseas location. RP cannot be used during any periods of leave taken prior to the commencement of the overseas assignment nor at the end of the assignment.

**09.0508 Cessation of Entitlement** Entitlement to RP ceases on the last day of the Service persons assignment or terminal leave whichever is the earliest. The immediate

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<sup>1</sup> Service Personnel on permanent assignment to UN operations as UN Staff Officers are eligible to apply for RP, where they are not in receipt of LOA or any other provision designed to contribute to respite from their duty station.

<sup>2</sup> Number of days and value.



family entitlement will cease from the date of their departure or last day of the Service spouse/civil partner's entitlement, whichever is the earlier.

**09.0509 Consecutive Overseas Tours** In the event of consecutive qualifying assignments in the same country, entitlement to RPs will continue rather than ceasing and restarting. Where Service personnel are assigned to different country, then each assignment is to be treated entirely separately for the purpose of this allowance.

**09.0510 Personnel Short Toured.** If the Service person is unexpectedly short toured for Service reasons, including medical or compassionate circumstances and consequently does not complete their anticipated full assignment year, the cost of any RPs already undertaken will not be recovered. In the event of a journey being booked, but not undertaken, this journey may still take place and costs can be reclaimed.

**09.0511 Service Couples.** Service personnel married to, or in a registered civil partnership with another Service person who are both assigned overseas (not necessarily in the same country), will each be entitled to RPs in their own right. Eligible children of service couples are entitled to the same RP entitlement as the parent who is PStat Cat 1s. Claims in respect of eligible children can only be made by the Service person nominated as 1s.

**09.0512 Travel by the Immediate Family without the Service Person.** Whilst the Service person and immediate family will normally be expected to travel together when taking a RP entitlement, separate journeys may be taken when the Service person is unavailable to travel for Service reasons (deployment, long course).

**09.0513 Death in Service.** If the Service person dies whilst assigned to an RP location, entitlement for RP for the previously eligible immediate family will continue for those occupying SFA or SSFA until they vacate that property. Entitlement for those occupying privately owned or rented property will cease at the end of the current RP year or on vacation of the property whichever is the earliest.

## Conditions

**09.0514 Leave.** An absence application is to be submitted when the Service person is utilising RP.

**09.0515 Carry Forward of RP Entitlement.** In normal circumstances there will be no scope to carry forward entitlement. Where it is considered that there are exceptional circumstances where the RP entitlement could not be used then the Service person should submit a case to their CO for consideration. If the request is authorised by the CO, then a copy of the authorisation should be forwarded to Unit HR staff to allow adjustments to be made to the Service persons RP balance.

**09.0516 Reverse Travel** There is no entitlement to reverse travel as this is inconsistent with the aim of this allowance.

**09.0517 Use of RP** To give the Service person and the eligible immediate family members greater flexibility, RP can be used towards transportation and accommodation costs only<sup>3</sup>. Package tour type holiday deals (including All Inclusive) which includes accommodation costs and vehicle hire to get to and from the RP destination are admissible. Costs for vehicle or bike hire at the respite location, such as mopeds, or

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<sup>3</sup> Recreational vehicles used as both accommodation and transport (ie. campervans) are admissible.

transport used as part of a sightseeing tour are not admissible. RP can be taken as a block of days or individual days up to the maximum entitlement for that country.

**09.0518 Combination of Travel Entitlements** RP are not to be combined with any other travel entitlements (e.g. GYH(O)) to fund travel by the Service person and/or their immediate family<sup>4</sup>.

## Reimbursement Limits

**09.0519 Reimbursement Limits** Service personnel will be reimbursed for admissible travel<sup>5</sup> and accommodation costs; claims per day may not exceed the daily MOD Allowance for the country the Service person is permanently assigned to, multiplied by the number of eligible immediate family members travelling.

Travel to an RP location can be made by economy class civil air, car, standard class rail, bus, coach taxi, motorbike or recreational vehicle.

Accommodation can be either hotel, B&B, campsite, part of a package deal or similar.

Other than MMA claims, all other forms of travel and accommodation will be reimbursed on production of receipted bills.

American Express (GBT) is not to be used for the booking of any travel or accommodation.

**09.0520 Advances for Respite Provision (RP)** Service personnel eligible to claim RP may claim an advance of up to 80% of the anticipated RP entitlement, travel and accommodation only, for themselves and their accompanying eligible immediate family members up to 90 calendar days prior to travel. The advance must be cleared by claiming for the RP costs on JPA within 31 days of the anticipated return from the period of leave for which the RP advance was paid. If not cleared by the Service person within those 31 days the advance will be recovered from the Service person's salary<sup>6</sup>.

## Rates

**09.0521 RP Rates** RP rates are calculated yearly by CDP (AF Rem) using data from Employment Conditions Abroad (ECA) and Office for National Statistics (ONS) data. The current Respite rates<sup>7</sup> are contained at **Chapter 3 Section 1.**

## Method of Claim

**09.0522 Method of Claim** Refunds of RP costs are retrospectively claimed through the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before the claim being transferred to a JPA Form F016a and submitted to JPAC for input. Claims are normally to be submitted within 14 days of completion of the journey in order to ensure that costs are attributed to the correct assignment year. SP are required to retain evidence of travel expenditure to substantiate their claims. Such evidence is to be retained in accordance with para **04.0303.**

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<sup>4</sup> Where SP receive travel entitlements from a host nation, they will still be entitled to RP, but cannot claim both for the same journey

<sup>5</sup> See JSP 752 para 02.0106 for assessment of mileage.

<sup>6</sup> Advances paid for respite journeys not subsequently undertaken will be recovered in full. SP are to inform Unit HR should their respite journey be cancelled. It is the responsibility of the SP to ensure they have sufficient travel insurance to cover such eventuality.

<sup>7</sup> Showing country, number of RJ days awarded and daily rate per eligible person.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Method of Payment**

**09.0523 Method of Payment.** All refunds of RP costs, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

# Chapter 9 Section 6 – Overseas Furniture Provision Scheme

## General

**09.0601. Aim.** The aim of the Overseas Furniture Provision Scheme (OFPS) is to provide furniture and furnishings for Service personnel, irrespective of Personal Status Category (PStat Cat), who are necessarily living overseas in unfurnished publicly-rented accommodation or foreign government quarters. Funds provided under the Scheme allow for the provision of furniture to broadly the quality expected from official sources in appropriate Service Families Accommodation (SFA), Single Living Accommodation (SLA), Substitute Service Families Accommodation (SSFA) or Substitute Service Single Accommodation (SSSA) in GB.

**09.0602. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 OFPS is non- taxable.

## Eligibility

**09.0603. Eligible Service Personnel.** Service personnel assigned to an overseas area are eligible for the OFPS only when occupying either a publicly-rented residence or a foreign government quarter that cannot be furnished through official sources or as part of the rental agreement. Service personnel setting up a new OFPS, or those assuming provision from a predecessor, must apply to the unit HR admin staff for funds for new or supplementary furniture. Only when it has been confirmed that no furniture is available from official sources may funding be made available. For the Reserve Forces, only Full Time Reserve Service (FTRS) (Full Commitment) and (Limited Commitment) personnel who meet the entitlement criteria are eligible for OFPS.

## Definitions

**09.0604. OFPS Definitions.** The following definitions apply to this Section:

- a. **OFPS Holder.** A Service person to whom OFPS funds and/or an existing inventory of furniture is issued.
- b. **Hard Furnishings.** Household furniture, tableware and domestic equipment.
- c. **Soft Furnishings.** Carpets, rugs, curtains, stretch seat covers, mattresses, pillows, towels and linen.
- d. **Lifespan of Items.** Items purchased under the OFPS should be assumed to have an average useful lifespan as follows:

All hard furnishings	- 10 years
Carpets	- 9 years
Rugs and curtains	- 6 years

Other soft furnishings - 3 years (e.g. stretch seat covers).

e. **Residual Value.** Straight-line depreciation will apply, whereby the Residual Value of items will reduce accordingly by the number of years in use. Thus, the Residual Value is the initial cost less the accumulated annual depreciation. However, if the unit HR admin staff consider that any of the items are in a satisfactory condition beyond the specified lifespan, they are to remain in use until the unit HR admin staff consider them to be otherwise. Conversely, should the unit HR admin staff be satisfied that an item needs replacement before the end of its designated lifespan; they may give authority, via the CO, for its early replacement.

## Conditions

**09.0605. Basis of Provision.** The basis for the provision of furniture for accompanied (Acc) Service personnel is the appropriate SFA furnishing scale as stated in Joint Service Scales of Accommodation Stores. Furniture provision for single and unaccompanied (UnAcc) Service personnel should be based on the furnishing specification for SSSA in GB, or otherwise allowed within this Section. Where local messing facilities exist, the kitchen items shown in the specification are not to be provided. The SSSA furnishing specification is contained within **JSP 464** Tri-Service Accommodation Regulations (TSARs) Volume 3. Where the designs of local properties require it, unit HR admin staff will authorise the purchase of reasonable alternative items to those listed in Joint Services Scales of Accommodation stores or **TSARs**. Requests for provision of additional items must be submitted to DBS MIL PERS-MIL OPS PACCC for consideration prior to purchase. Unit HR admin staff are required to issue the Service person with the appropriate SFA/SSSA inventory when taking over a publicly-rented residence or a foreign government quarter.

**09.0606. Ownership of Stock.** In purchasing items under the OFPS, Service personnel are acting as purchasing agents of the Crown and it is a condition of the Scheme that all items bought/provided are registered and treated as Crown property.

**09.0607. Inadmissible Items.** Except where specified under the special provisions (paragraph **09.0608**) the OFPS is not to be used for the purchase of televisions, hi-fi units, separate freezers, tumble dryers or garden furniture. Both the SFA/SSSA inventory and the list of inadmissible items are subject to change. In the event of seeking to purchase an item not included on the listed admissible items detailed in Joint Service Scales of Accommodation Stores or **TSARs**, advice, and where appropriate approval, should be sought from the unit HR admin staff. Where a case cannot be resolved at local level, the matter is to be referred to DBS MIL PERS-MIL OPS PACCC.

**09.0608. Special Provisions.** In some overseas areas, special provisions may be added to the inventory to account for local conditions. Items provided from any of the following supplements are to be treated as OFPS stock and are to be added to the OFPS inventory for the property. The rules on initial provisioning, accountability and responsibilities for passing items purchased from the supplements on to a successor are the same as those applying to standard OFPS items. Specific additions and exceptions to these rules are listed below:

a. **White Goods Supplement.** Service personnel qualifying for OFPS in the USA and Canada, may, in addition to furniture provided under the terms of the

OFPS, claim a White Goods Supplement. This element is intended to make provision for the purchase of a washing machine, fridge/freezer and a dryer where these are not provided in the rented property. Exceptionally, BATUS assigned Service personnel may also claim a separate freezer. In areas of Europe, where electricity is expensive and gas is not provided, a supplement for the purchase of a Liquid Propane Gas oven will be provided.

b. **Small Electrical Goods Supplement.** Service personnel qualifying for OFPS, serving in those overseas areas where the local voltage is not compatible with the UK level, (e.g. USA, Canada and Belize) may be provided with small electrical goods if available from stores or are provided within the accommodation, such as a food mixer, toaster, kettle, coffee percolator, vacuum cleaner, iron, table fans, hair dryer and microwave oven. If these goods are not available the SP may claim a Small Electrical Goods Supplement (SEGS) to purchase these items in-country.

c. **Electrical Lighting Supplement - Denmark.** Service personnel qualifying for OFPS in Denmark may, in addition to furniture provided under the terms of the OFPS, claim an Electrical Lighting Supplement for the provision of fixed wall and ceiling lights. Table or standard lamps are specifically excluded. This supplement acknowledges a local standard whereby lighting is rarely provided in rented accommodation.

d. **Kitchens.** Service personnel qualifying for OFPS may, in addition to furniture provided under the terms of OFPS, claim a Kitchen Supplement for the provision of a sink and some kitchen units if none are provided with the property. The unit HR admin staff will determine a reasonable cost associated with fitting this equipment.

## Operation of the Furniture Provision Scheme

**09.0609. Setting up a New Scheme.** Applications to set up a new scheme are to be made in accordance with **Annex A** to this Section and submitted through the unit HR admin staff to DBS MIL PERS-MIL OPS PACCC for approval.

**09.0610. Issue of Funds.** Public funds are only to be used to provide the necessary OFPS hard and soft furnishings according to the published list of admissible items (see paragraphs **09.0605**, **09.0607** and **09.0608**) and to an appropriate standard and style representative of items normally supplied in SFA/SSSA. Whenever possible, flame resistant furnishings must be purchased. The benchmark for quality and style is IKEA or an approximate local alternative. For a new Scheme, the OFPS holder has 6 months from the date of authorisation to make the purchases necessary to set up home. In remote areas where there are limited shopping facilities and only with the prior permission of the unit HR admin staff, purchases may be made in advance of the move to the overseas country and the costs charged to the budget of the receiving unit. However, this option should only be used as a last resort and should not be considered for large items of furniture or for special small electrical goods provision. OFPS items should not be shipped as part of a Service person's unaccompanied baggage (UB) unless it is within their allowance. If Service personnel seek to move OFPS items in addition to their UB allowance, separate shipping arrangements should be made through IPG and costs will fall to the Service person.



**09.0611. Handover of OFPS Inventory Items.** OFPS holders are required under the terms of the Scheme to pass all inventory items to their successor on completion of their assignment. The outgoing holder does not have the option of selecting items that should change hands and may not normally purchase items provided under the Scheme during their assignment. Therefore, purchases must not reflect flamboyant or unusual personal or contemporary tastes. Similarly, it is unacceptable to spend a disproportionate amount of allocated OFPS funds on any one item; to do so creates deficiencies and shortfalls elsewhere on the furniture inventory, which in turn leads to extra cost in making good the deficiencies when a successor takes over the OFPS inventory.

**09.0612. Expenditure Levels.** Unit HR admin staff are to advise on appropriate local levels of expenditure on major items such as sofas, wardrobes, dining furniture and, where not provided in the accommodation, kitchens. In cases where locally devised funding guidelines on such items are deemed insufficient, evidence must be submitted to the unit HR admin staff of comparative costs from different outlets against the item(s) concerned.

**09.0613. Maintenance of a Residential Inventory.** OFPS holders must account for all items purchased under the Scheme by recording them on an inventory. This inventory must be maintained from the date of the first purchase. Copies of all invoices, (which must be dated and receipted), should be retained for the duration of the Scheme holder's assignment for inspection by the unit HR admin staff. All initial purchasing must be complete within 6 months of the authorisation of the Scheme. At this time or, if earlier, at the point at which purchasing is complete, the unit HR admin staff will take the inventory, receipted invoices and all unspent OFPS funds for budgetary reconciliation. A copy of the inventory, endorsed by the unit HR admin staff will be returned for retention and future amendment as necessary. The unit HR admin staff may make an interim inspection of receipts and purchases before the 6-month period has elapsed or the purchasing has been completed. For this reason, records should be kept by the OFPS holder from the first day of expenditure.

**09.0614. Subsequent Purchases.** It may be necessary during the life of an OFPS to purchase additional items of furniture, (e.g. to replace items worn out through fair wear and tear). If required, applications for funds should be made to the unit HR admin staff, including a case stating the reason why the furniture or furnishing is required and the cost of the new item(s). After the initial 6 months, no consideration will be given to cases submitted for reasons of purely enhancing an agreed OFPS inventory.

**09.0615. Final Reconciliation.** Special provisions and additional items for which funding is approved should be added to, and accounted for against, the existing inventory. Receipts must be submitted immediately to the unit HR admin staff. Purchases are to be made in accordance with the rules on standards, style and proportional cost at paragraphs **09.0610-09.0612**. On completion of an assignment, a reconciliation of the inventory will be made by the unit HR admin staff in order that the full OFPS inventory, less any damaged or worn items, may be passed to the OFPS successor.

**09.0616. Broken or Damaged Items.** OFPS holders will be liable for any broken or damaged OFPS items in line with standard Service procedures. The unit HR admin staff will assess whether full charges or a sum equal to the published residual value (see paragraph **09.0604e**) should apply for the replacement of any such items.

**09.0617. Taking Over an Existing Scheme.** The new OFPS holder will be required to complete **Appendix 1 to Annex A** to this Section, and to sign for the items listed on the

inventory. The original signed inventory should be passed to the unit HR admin staff and a copy retained by the holder to be maintained during the assignment for eventual hand over to the successor.

**09.0618. Closing Down a Scheme and Disposal of Stock.** When an OFPS is no longer required (e.g. when the holder is not to be replaced at the end of an assignment) the OFPS is to be closed down. Once inventory checks have been completed, the unit HR admin staff are to check whether the items of furniture may be re-allocated to other OFPS holders locally or in a neighbouring unit. Consideration is to be given to the cost effectiveness of transporting goods. Unit HR admin staff should also consider the potential to store furniture for future assignments, where a post is merely to be gapped temporarily, or where there would only be a short delay before stock may be re-allocated.

**09.0619. Offers to Other Government Departments.** Personnel in remote posts should consider offering stock to other Government Departments (e.g. the FCDO), in order that the stock may remain in Public hands rather than being written off. Records must be kept of any such action taken.

**09.0620. Sale of Stock.** Where the options described above are not viable (e.g. Service personnel filling singleton appointments located in an area remote from an Admin Unit) and a post is to close or is to be gapped for a long period, it is the responsibility of the unit HR admin staff to give the OFPS holder adequate notice of their intentions regarding inventory items. The usual procedure will be for the OFPS holder to use their best efforts to sell the inventory items locally in order to realise the optimum return. Monies received from sale of stock must be paid in to the local Public/Imprest account. Advertisements should be placed in local newspapers to announce 'yard' or garage sales. The cost of such advertisements, authorised by the unit HR admin staff may be reimbursed from public funds. In remote areas, where the OFPS holder has sold all or the majority of items purchased under the OFPS, the Service person and their accompanying family will, if necessary, be accommodated at public expense in a hotel, under Subsistence regulations (see **Chapter 5**), prior to departing the overseas location. Additionally, in areas where it would be inappropriate to sell the furniture (e.g. for security reasons) and this precludes the OFPS holder disposing of the OFPS stock, the cost of transportation to an appropriate disposal area will be authorised by the unit HR admin staff at public expense.

**09.0621. Sale to the OFPS Holder.** Once all the options covered above have been explored, and provided that every reasonable effort has been made to sell the OFPS items, consideration will be given to allowing OFPS holders to buy OFPS items. However, OFPS holders have no right of purchase and such purchase is only to be authorised where no other means of disposal by sale is possible. Where authority has been delegated to local Admin Units, sale to OFPS holders will be permitted for a sum not less than the prescribed residual value for hard and/or soft furnishings detailed in paragraph **09.0604e**. Any freight cost incurred, over and above the existing baggage entitlements on completion of assignment, must be borne by the Service person.

**09.0622. Local Delegation.** Where delegated authority has not been given to overseas Admin Units, application for purchase of OFPS items by the OFPS holder must be made to DBS MIL PERS-MIL OPS PACCC. Applications must include full supporting evidence of the effort made to dispose of items through official sources or by sale on the open market.



**09.0623. Write-Off of Stock.** In the event that OFPS items remain once all procedures for disposal and options for sale have been followed, consideration may be given to write-off action. OFPS holders are to apply for write-off to the relevant Finance Team and are to include evidence that all procedures contained in this instruction have been followed. Following approval of write-off, disposal is to be by means of receipted gift to a charitable institution or, if beyond economical repair, by certified disposal for scrap. Receipts/certificates are to be retained with OFPS records.

## Rates

**09.0624. OFPS Financial Ceilings.** DBS MIL PERS-MIL OPS PACCC issue rates for OFPS, which will be agreed in consultation with DBS MilPers-MilOps-CuOps-ART. Where authority to set levels of OFPS has been delegated to unit HR admin staff, relevant rates may be obtained locally. Where published OFPS ceilings do not exist, a case is to be made to DBS MIL PERS-MIL OPS PACCC. They will forward the case to DBS MilPers-MilOps-CuOps-ART who will set an appropriate ceiling in accordance with the benchmark for quality and style of IKEA or an approximate local alternative. The case must include a list of items required and the cost. For any item in excess of £200, comparative costs from different outlets must be provided wherever practicable. Once a ceiling has been assessed, approved and notified, only those items included in the original case, for which authority has been given, may be bought. Any subsequent change to the list of items required, whether an admissible item or not within Joint Service Scales of Accommodation Stores or **TSARs**, is to be notified to DBS MIL PERS-MIL OPS PACCC before the purchase is made.

## Method of Payment

**09.0625. Method of Payment.** Once authority has been given for a Service person to set up a new Scheme, funds will be paid via Admin Unit Public/Imprest Accounts. Cost associated with the advertising or sale of stock (see paragraph **09.0620**) may also be paid by this method. Where it is administratively easier, and subject to prior approval by the unit HR admin staff, OFPS holders may purchase approved items at their own expense and be reimbursed against production of receipts. If a retailer levies a delivery charge, this is also an admissible expense. The local unit HR admin staff are responsible for the administration and the audit trail of the OFPS.

## Annex

A. Instructions for Setting Up/Taking Over an Overseas Furniture Provision Scheme.

## INSTRUCTIONS FOR SETTING UP/TAKING OVER AN OVERSEAS FURNITURE PROVISION SCHEME

### Procedures

- Setting up a New OFPS.** Where authority is sought to set up a new OFPS, Service personnel must complete the forms shown at **Appendix 1** and **Appendix 2** to this **Annex**, and pass both to unit HR Admin staff for consideration and approval of funds. Unit HR Admin staff are to follow the requirements indicated at paragraph **09.0624** concerning OFPS rates and financial ceilings prior to giving approval.
- Taking over an Existing OFPS.** Where authority to take over an existing OFPS is sought, Service personnel must complete the form shown at **Appendix 1** to this **Annex**. When authority is required to purchase additional items, requests are to be submitted on **Appendix 2** to this **Annex**. Completed forms are to be passed to unit HR Admin staff for consideration and where required approval of funds. Unit HR Admin staff are to follow the requirements indicated at paragraph **09.0624** concerning OFPS rates and financial ceilings prior to giving approval.
- Additional Claims.** Service personnel wishing to claim advertising costs for sale of stock (see paragraph **09.0620**), should seek prior authority from unit HR admin staff. Subsequent authorised costs shall then be reclaimed from the unit Public/Imprest account on production of the receipted invoices.

### Appendices

- Application to Set Up/Take Over an Overseas Furniture Provision Scheme.
- Overseas Furniture Provision Scheme - Application to Purchase Items.

Appendix 1 to Annex A to Section 5 of Chapter 9

**APPLICATION TO SET UP/TAKE OVER AN OVERSEAS FURNITURE  
PROVISION SCHEME INVENTORY**

Service Number	Rank	Name	Service
Tel Number	Dept	Unit	UIN
Address of Property			

1. I request authority to:

- a.\* Set up a new Overseas Furniture Provision Scheme (OFPS) inventory.
- b.\* Take over the OFPS inventory held by \_\_\_\_\_

2. I certify that I understand and agree to be bound by the OFPS regulations as published in JSP 752 and Joint Service Scales of Accommodation Stores regarding the purchasing of furniture, maintenance of records, handing over of the inventory and disposal of stock. I have been provided with a copy of the Regulations.

3. I wish to apply for funds to purchase furniture and/or furnishings detailed on the completed **Appendix 2** to **Annex A** attached\*.

Date Signed

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For completion by unit HR admin Staff

\*Application to set up a new OFPS inventory

\*Application to take over the OFPS inventory held by \_\_\_\_\_

Approved\*/ Not Approved\*

Date Appointment

Rank & Name (Block capitals)

Signed

\*Delete as applicable

## OVERSEAS FURNITURE PROVISION SCHEME - APPLICATION TO PURCHASE ITEMS

Service Number	Rank	Name	Service
Tel Number	Dept	Unit	UIN
Address of Property			

Full Description <sup>1</sup> of Furniture Item and Intended Location Within the Property	Cost of Item	Name and Address of the Outlet From Which Purchased	Approved (Yes or No)

The items annotated YES in the above right hand column have been approved for purchase.

Authorised by:                      Signature:

Appointment:                      Name:                      Date:

<sup>1</sup> Description is to include colour, defining features (e.g.6 beech dining chairs with green leather upholstery), serial number and, where required by the Admin Unit, a photograph of the item.

# Chapter 9 Section 7 – Local Overseas Allowance (LOA) Amended/Updated

## Part 1 - GENERAL PRINCIPLES

### Principles and Definitions

**09.0701. Aim.** The aim of LOA is to contribute towards the necessary additional cost of day-to-day living, when Service personnel (SP) are assigned or deployed overseas at public expense. It recognises the amount by which average essential day-to-day expenditure in an overseas location differs from that in the UK.

**09.0702. Tax and National Insurance Contributions (NICs).** In accordance with Income Tax (Earnings & Pensions Act (ITEPA) 2003 Section 299 LOA is non-taxable.

**09.0703. Personal Circumstances.** SP must notify Unit HR immediately of any temporary or permanent changes that could affect entitlement to LOA, e.g., the arrival or departure of their spouse/civil partner and/or any child at the duty station, or a change in their Personal Status Category (PStat Cat) (**Chapter 2, Section 2**). Failure to do so may result in the SP later becoming liable for the recovery of overpayments of LOA.

**09.0704. LOA Area.** A LOA area is a whole country or, exceptionally, part of a country, as indicated when LOA rates are published. The LOA rate is normally determined by the location of the duty station, but where SP are, for service reasons, accommodated in Service provided accommodation in a different country (e.g., where the duty station is close to an international border), the LOA rate will be based on where the SP is accommodated.

**09.0705. Applicability of Policy.** The provisions in Part 1 of this Section apply to all SP in receipt of LOA. The principles corresponding to accompanied status and the administrative arrangements for the allowance are outlined as follows:

- a. General Principles (**Part 1** of this Section);
- b. Accompanied LOA (**Part 2** of this Section);
- c. Single/Unaccompanied LOA (**Part 3** of this Section);
- d. Calculation, Claim and Payment (**Part 4** of this Section).

**09.0706. Allowances Absence Matrix.** The Allowances Absence Matrix in **Chapter 2 Section 3** provides details of the impact that various types of absence have on the eligibility for payment of LOA. The matrix should be consulted in all cases of absence to ensure that ongoing eligibility to LOA remains appropriate.

### General Qualifying Criteria

**09.0707. General Qualifying Criteria.** Subject to the conditions in this Section, SP qualify for LOA if they are:

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- a. assigned or deployed, and entitled to be conveyed at public expense, to the LOA area at the time of travelling;
- b. In receipt of Service pay and liable to pay UK income tax.

**09.0708. Ineligible SP. Amended/Updated.** SP are ineligible to receive LOA in the following circumstances:

- a. On a visit to a LOA area to carry out an expedition, adventurous training or participate in official sports unless they are [AT/exped](#) enablers (instructors, drivers, chefs etc) whose attendance is solely to facilitate the activity and without whom the activity could not take place ([this is not applicable to sports coaches/managers/other enablers whom remain ineligible](#));
- b. When they are FTRS LC or HC, enlisted from within the LOA area.
- c. When they are in receipt of the United Nations Mission Subsistence Allowance (MSA)<sup>1</sup>;
- d. When they are Attachés, Advisers and Defence Section Service Support Staff in receipt of Cost of Living Addition (COLA) (**Chapter 9, Section 9**) including any authorised pre-assignment recce visits;
- e. When they are in receipt of European Union Daily Subsistence Allowance (EUDSA) (see **Chapter 9, Section 10**);
- f. Where they are permanently assigned to a duty station overseas but are remote working outside of the overseas location.
- g. SP conducting AWA in an LOA area they are not assigned to including those SP who are married to or are in a civil partnership with another member of the Armed Forces.

## General Provisions and Entitlements

**09.0709. Commencement and Cessation of Entitlement.** Unless otherwise stated in this Section or in the Absence Matrix (**Chapter 2, Section 3**), entitlement to LOA commences on the date of arrival in a LOA area and ceases on the day before the date of departure from the LOA area. The commencement date may be up to 6 days before the Report for Duty Date (RDD) on JPA if necessitated by the timings of the approved Service method of travel.

**09.0710. Continuance on Admission to Hospital.** If a SP, spouse/civil partner or accompanying child becomes an in-patient in a hospital or sick quarters while in a LOA area the following applies:

- a. If the SP is permanently assigned to the LOA area, the Permanent rate of LOA will cease and be replaced by the Residual rate;

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<sup>1</sup> For UN Seconded only, reflecting the cost of long-term accommodation, food and miscellaneous expenses at the UN duty station.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- b. Where the spouse/civil partner or an accompanying child is admitted to hospital, they will continue to qualify for LOA if they would normally be resident with the SP;
- c. If the SP is temporarily assigned to the LOA area, any Temporary Duty, Exercise/Field Conditions or Seagoing Rates of LOA in issue for that location will cease from the first day of admission. Any Residual rate of LOA already in issue for another permanent duty station will continue to be paid.

**09.0711. Additional Provision. Amended/Updated.** The following additional provisions are available to qualifying SP:

- a. **Overseas Private Vehicle Provision (OPVP). Amended/Updated.** SP who are permanently assigned (**02.0107**) to an overseas location and in receipt of LOA may be eligible to claim OPVP to assist them with access to a private motor vehicle in the assignment location. OPVP provides a contribution (up to a capped maximum) towards either: the cost of privately shipping one car to/from the permanent assignment location; the administrative and vehicle depreciation costs when selling and buying a vehicle; or the charges incurred when SP are required to cancel a vehicle lease agreement. **The eligibility criteria and regulations governing OPVP are in Section 4 of this Chapter.** Alternatively, SP may choose to drive their current vehicle to/from the assignment location and claim Motor Mileage Allowance and Subsistence (see Self-Drive policy in **Chapter 6, Section 6**);
- b. **Second Vehicle Provision (Accompanied PStat Cat 1 SP only)<sup>2</sup>.** Accompanied PStat Cat 1 SP in receipt of LOA may be eligible for an additional daily contribution towards the cost of running and maintaining a second vehicle in the overseas assignment. The supporting documentation required, method of claim and payment is at **Para 09.0743c**;
- c. **Respite Provision (RP). Amended/Updated.** SP, irrespective of PStat Cat, who are permanently assigned (**02.0107**) to an overseas location and in receipt of LOA are **eligible** to claim RP. The aim of RP is to contribute towards the travel and accommodation costs of SP and their accompanying immediate family (See **Para 02.0124**) in order to achieve overnight respite from their duty station. **The regulations governing the RP are in Section 5 of this Chapter.**

## Part 2 - ACCOMPANIED LOA

### Principles and Definitions

**09.0712. Qualifying SP.** SP in PStat Cat 1 serving accompanied (See Para **02.0103**).

**09.0713. SP in PStat Cat 2.** For the purposes of LOA, SP in PStat Cat 2, are not eligible for accompanied rates, qualifying instead for Single/Unaccompanied rates (**See Part 3**)<sup>3</sup>. When accompanied by a dependent child, they will receive the Single/Unaccompanied rate of LOA plus the child element for any qualifying child.

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<sup>2</sup> PStat Cat 1s are ineligible for this provision

<sup>3</sup> In the context of Cost of Living, a SP in PStat Cat 2 is necessarily living on their own unless accompanied by a dependent child.



**09.0714. Immediate Family.** For the purpose of LOA, the term immediate family means the spouse/civil partner of a SP and any children as defined in the General Definitions (**Para 02.0124**). The immediate family must be eligible to travel to the overseas area at public expense (**Chapter 6, Section 3**).

## Qualifying Criteria

**09.0715. Supplementary Qualifying Criteria (Child Element).** A child is as defined in Paragraph **02.0110** however, for the purposes of LOA, the following additional conditions apply:

- a. A child must be unemployed and entitled to conveyance to the LOA area at public expense.
- b. A child is deemed to be eligible for the purposes of LOA until the end of the academic year during which they reach the age of 18 or until they have completed the A Level (or equivalent) stage of their education; whichever is the later (but see Paragraph **09.0715d**). However, in the case of a child who is physically or mentally incapable of contributing to their own support, the provisions of **Chapter 2 Section 1 Paragraph 02.0110** continue to apply.
- c. A child may be eligible for the purposes of LOA until the end of the academic year in which they reach the age of 23 providing they are in full time education and entitled to travel to the location at public expense in accordance with the regulations governing SCVs (see **Chapter 10, Section 2**).
- d. LOA is only payable in respect of a child who does not normally reside with the Service person in the overseas area when that child travels to that area in accordance with the regulations governing School Children's Visits (SCVs) scheme (see **Chapter 10, Section 2**). If the Service person exercises the option to convert the SCV entitlement of 6 return journeys per academic year to 12 single journeys, LOA remains admissible for only 6 of those visits in any academic year. The choice of which visits attract LOA rests with the Service person and does not necessarily have to be for the 6 main and half term holiday periods. The Accompanied Rate of LOA in issue will be adjusted by the Child Element for the duration of the visit.
- e. A child attending a day school or an educational establishment with boarding in the same, or a neighbouring LOA area to the Service person's permanent assignment LOA area, will be regarded as eligible for the purposes of LOA provided they were entitled to travel to the LOA area at public expense and the school provides educational facilities, similar to those available at the Service person's permanent assignment station and if boarding, only when they are actually resident with the Service person at their permanent assignment station during authorised absences from the educational establishment.
- f. When any child normally resident with the Service person leaves the LOA area (other than when the whole immediate family is absent under the circumstances outlined at a Paragraph **09.0727**), the appropriate Accompanied Rate of LOA will be adjusted to reflect the absence of the child.
- g. A child who is a patient in a hospital in a neighbouring LOA area, recognised as providing the normal facilities for personnel in the area of the parent's

assignment station, is to be recognised for LOA purposes as if they are resident in the assignment area.

## Accompanied LOA Types

**09.0716. Accompanied LOA Types.** The different types of accompanied LOA are:

- a. **Accompanied Rate.** Accompanied rates of LOA are payable to accompanied PStat Cat 1 permanently assigned overseas. See **Para 09.0718** for those who are PStat Cat 1s/5s and **Para 09.0719** for 1c/5c. The rate is adjusted by the Child Element depending on how many qualifying children are resident with the SP either permanently or temporarily;
- b. **Residual Rate.** The Residual Rate is paid when either the SP or spouse/civil partner is temporarily absent from the permanent LOA area other than for Individual Leave or Rest and Recuperation to recognise ongoing financial commitments. For accompanied SP, the Residual Rate is set at 100% of the Accompanied rate.

## Provisions and Entitlements

**09.0717. Entitlement if a PStat Cat 1 SP arrives in the LOA area prior to the Immediate Family.** If the SP arrives in the LOA area before their immediate family, but the immediate family intends to join the SP later, the SP's initial entitlement to LOA will depend on the accommodation occupied until the immediate family arrives:

- a. **Single Living Accommodation (SLA) or Appropriated Service Families Accommodation (SFA).** If initially accommodated in SLA or appropriated SFA, the SP is entitled to the Single/Unaccompanied Living-In rate<sup>4</sup>;
- b. **Substitute Single Service Accommodation (SSSA).** If initially accommodated in SSSA, the SP is entitled to the Single/Unaccompanied Living-Out rate;
- c. **Service Families Accommodation (SFA).** If accommodated in SFA or equivalent, the SP is entitled to the Single/Unaccompanied Living-Out rate of LOA until the immediate family's arrival after which the Accompanied rate of LOA will become payable plus the child element for any qualifying children. Any absence of the immediate family after the assignment date should be treated in accordance with the advice on accompanied status (**Chapter 2, Section 1**).

**09.0718. Entitlement of SP Married to or in a Civil Partnership with a member of the Armed Forces.** Where SP are married to each other or in a civil partnership and assigned to the same LOA area, they will both receive the appropriate Single/Unaccompanied rate of LOA regardless of the type of family accommodation they are living in. If any qualifying children are present in the LOA area, the child element will be paid to the PStat Cat 1s, including when the SP is absent from the LOA area. If one partner of a Service Couple is undertaking a Career Intermission (or other period of unpaid leave) and therefore not in receipt of pay or allowances, or has a remote working arrangement to accompany their spouse/civil partner in an LOA location, the assigned

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<sup>4</sup> Where SP living in SLA or appropriated SFA are without easy access to their Unit's Service messing facilities (more than 3 miles away), or other publicly funded arrangements, but have self-catering facilities and have not been afforded an alternative messing allowance, the Living-out rate of LOA is payable.

partner should receive the Accompanied rate of LOA. See para **09.0726** for when the married/civil partner service couple are assigned to different LOA areas.

**09.0719. Entitlement of SP Married to or in a Civil Partnership with a UK Based Civil Servant, or Civilian Welfare Worker.** Where the SP is married to, or in a civil partnership with a Civil Servant or Civilian Welfare Worker, assigned to the same LOA area and in PStat Cat 1c, then the SP will receive the Accompanied rate of LOA plus the Child element for any qualifying children. Where accompanying children are present in the LOA area, then the child element of LOA will be paid to the SP even when the SP is absent from the LOA area. If the SP is in PStat Cat 5c, they will receive the appropriate Single/Unaccompanied rate of LOA regardless of the type of family accommodation they are living in.

**09.0720. Entitlement of SP separated from the Immediate Family (Non-Service Married Couples/Civil Partnerships).** If a SP in receipt of the Accompanied LOA is separated from their immediate family for Service reasons within the same LOA area, the Accompanied rate will continue to be paid.

Entitlement of SP Permanently assigned but separated from the immediate family not in the same LOA area (non-service married couples/civil partnerships). If an accompanied SP is permanently assigned to another LOA area and separated from their immediate family for service reasons, and their immediate family is not in the same LOA area, LOA entitlement will depend on their accompanied status. The following paragraphs outline the LOA entitlements in full, however they are summarised in the following table:

	<b>Family not accompanying SP 09.0720a</b>	<b>SP moves ahead of the immediate family 09.0720b</b>	<b>Immediate family moves ahead of SP 09.0720d</b>
Current Duty Station e.g. Germany	The SP receives the Accompanied rate of LOA for Germany plus the child element (where applicable) until the earliest date on which the immediate family can leave the LOA area for the UK.	The SP receives the Residual rate of LOA plus the child element (where applicable) for Germany until their immediate family leaves for Canada.	After the immediate family moves to Canada, the SP converts to the appropriate unaccompanied rate of LOA for Germany until they leave for Canada.
Future Duty Station e.g. Canada	SP receives Unaccompanied rate of LOA for Canada.	The SP receives the appropriate Unaccompanied rate of LOA for Canada until the immediate family arrives. The SP then converts to the Accompanied rate of LOA plus the child element (where applicable) for Canada.	The SP receives the Residual rate of LOA plus the child element (where applicable) for Canada until they arrive when they convert to Accompanied rate of LOA plus the child element (where applicable) for Canada.

a. **Family will not accompany SP when assigned to another LOA area.** If the immediate family is unable to join the SP at their new permanent duty station, does not intend to do so, or is not entitled to be conveyed at public expense, the SP will continue to receive the Accompanied rate of LOA plus the child element for any qualifying children until the earliest date that the immediate family can leave that LOA area. Identification of the family's departure date will be the responsibility of the

losing unit. If the SP has been assigned to another LOA area, they will receive the appropriate Single/Unaccompanied rate of LOA;

b. **SP moves ahead of the immediate family to another LOA area.** The immediate family's arrival in the new duty location may be delayed due to circumstances such as:

- (1) A lack of transport facilities to move the family;
- (2) A competent medical authority certifying that a member of the immediate family is unfit to travel;
- (3) An accompanying child is within one academic term of taking public examinations at the end of a stage of education and retention of SFA/SSFA has been granted in accordance with JSP464 (Tri-Service Accommodation Regulations, Volume 1, Part 1);
- (4) Where it is not possible for the child to transfer schools within 3 years of public examinations e.g. because of school availability in the new location, regional syllabus differences or specific Continuous Assessment Work requirements, and retention of SFA/SSFA has been granted up to the public examination (which will include only GCSE, A/S level, A Level (or equivalent qualification). This is subject to successful re-application after 12 months;
- (5) An accompanying child with Special Educational Needs and Disability (SEND) is undergoing statutory assessment at their current school in accordance with JSP464 (Tri-Service Accommodation Regulations, Volume 1, Part 1);
- (6) Suitable accommodation will become available for the immediate family later.

c. If this happens, the SP will receive the Residual rate of LOA plus the child element for any qualifying child for the previous LOA location until the immediate family joins the SP at the new duty station. The SP will be paid the appropriate Single/Unaccompanied rate of LOA for the new duty station in accordance with **Para 09.0729** until their immediate family joins them, at which point they will convert to the Accompanied rate of LOA plus the Child element for any qualifying children.

d. **Immediate Family moves ahead of SP to another LOA area for Service Reasons.** If this happens the SP will convert to the Single/Unaccompanied rate of LOA for the current duty station in accordance with **Para 09.0729** until they join the family at the new duty station. The SP will also receive the Residual rate of LOA plus the child element for any qualifying children for the new LOA area from the date the immediate family arrives until the SP joins them. After this, the SP will receive the Accompanied rate of LOA plus the Child element for any qualifying children.

**09.0721. LOA Entitlement and School Children's Visits (SCV).** LOA is only payable for a child who is not normally resident with the SP when that child travels to the LOA area in accordance with the regulations governing the SCV scheme (**Chapter 10, Section 2**). Eligibility is determined by the entitlement (of the child) to receive return travel at public expense, 6 times during an academic year. If the SP exercises the option to convert the

entitlement of 6 return journeys per academic year to 12 single journeys, LOA remains admissible for only 6 of those visits in any academic year. The choice of which visits attract LOA rests with the SP. If a child who is not normally resident with the SP visits the LOA area for any reason other than under SCV regulations, eligibility to LOA will be determined by casework.

**09.0722. Absence of the Immediate Family (Those SP in PStat Cat 1 or 1c).** If the immediate family is absent from the permanent assignment station for more than 61 continuous days, or their temporary absences exceed an aggregated total of 90 days in a 12-month period, Unit HR admin staffs will review the SP's entitlement to Accompanied Rates of LOA, and:

- a. If the immediate family does not intend to remain with the SP at the permanent assignment station, the Accompanied rate will be abated to the appropriate Single/Unaccompanied rate, effective from the first day of the family's absence; or
- b. If the SP's CO is satisfied that the immediate family intends to return to the permanent assignment station, the details should be submitted to DBS MIL PERS-MIL OPS PACCC to consider whether the Accompanied rate of LOA may remain in issue.

**09.0723. Absence of both SP and Spouse/Civil Partner (Those SP in PStat Cat 1 or 1c).** If both the SP and their spouse/civil partner are absent from the LOA area, Accompanied rates of LOA will remain in issue if there is an expectation that the SP and/or their spouse/civil partner will return to the duty station within 90 days. However:

- a. If the SP has not returned to the LOA area within 90 days, but the spouse/civil partner has, the SP will receive the Residual rate of LOA from day 91 of the absence;
- b. If the spouse/civil partner has not returned to the LOA area within 90 days, but the SP has, a review of the SP's accompanied status must be conducted in accordance with the Guidance on Accompanied Status (**Chapter 2, Section 1, Annex A**).

**09.0724. Death of the SP, Spouse/Civil Partner (Those SP in PStat Cat 1 or 1c) or Child.** In the event of the death of a SP in receipt of the Accompanied rate of LOA, or their spouse/civil partner, or a qualifying child at the permanent LOA area, the impact on the Accompanied rate will be as follows:

- a. **Death of the SP.** If the SP and immediate family are accommodated in SFA (or equivalent) the Accompanied rate including any child element will continue to be paid to the immediate family until they vacate the accommodation in accordance with JSP464 (Vol 1, Part 2) (see **para 09.0744** for method of payment). If the SP and immediate family are accommodated in private accommodation, ongoing entitlement to LOA will be the subject of casework;
- b. **Death of the Spouse/Civil Partner.** If the SP and immediate family are accommodated in SFA (or equivalent) the Accompanied rate including any child element will continue to be paid until the date on which the SP is required to vacate the accommodation in accordance with JSP464 (Vol 1, Part 1). If the SP and immediate family are accommodated in private accommodation, ongoing entitlement to LOA will be the subject of casework. If the SP remains in the LOA area as a PStat Cat 2, the provisions of **para 09.0713** will apply;



- c. **Death of an Eligible Child.** The Accompanied rate including any child element will remain payable for 30 days after the death of the child after which it will be adjusted to account for the reduced family size. Exceptionally, the original Accompanied rate may continue beyond 30 days following the submission of casework.

**09.0725. Entitlement on Imprisonment or Detention.** If a SP is in detention or imprisoned and is expected to return to the same assignment area when the sentence expires, the Accompanied rate of LOA will continue for as long as their family remain in the LOA area. If the SP is not expected to return to the same assignment area and the immediate family is accommodated in SFA (or equivalent), the Single/Unaccompanied Living-Out rate plus the appropriate child element will be payable to the immediate family until they vacate the accommodation (see **para 09.0744**). Where the SP is not expected to return to the same assignment area and the immediate family is accommodated in private accommodation, LOA entitlement will cease immediately on imprisonment or detention of the SP.

## Part 3 - SINGLE/UNACCOMPANIED LOA

### Principles and Definitions

**09.0726. Qualifying SP.** Single/Unaccompanied rates of LOA are payable to Single/Unaccompanied SP, unaccompanied SP in PStat Cat 1s/c and SP in PStat Cat 2 assigned overseas. The rate payable will depend on the type of accommodation occupied (Living-In or Living-Out) and the type of assignment (**para 09.0729**).

**09.0727. Allowance Rationale.** Unless otherwise stated, the following is based on permanently assigned SP who are **Living-Out**, i.e. not accommodated within easy access to service messing facilities<sup>5</sup>, or other publicly funded arrangements, but have self-catering facilities.

**09.0728. Permanently Assigned SP.** A single rate of LOA applies to permanently assigned SP. LOA payment depends on the Service person's accommodation arrangement and assignment:

- a. **Living-Out Rate.** The Living-Out Rate of LOA is paid to Single/Unaccompanied SP who are permanently assigned overseas without access to service messing facilities or other publicly funded arrangements but have self-catering facilities. SP that are PStat Cat 2 in SFA, SSFA or private accommodation with an accompanying child will receive the unaccompanied living-out rate of LOA plus the child element;
- b. **Living-In Rate.** The Living-In rate of LOA is paid to Single/Unaccompanied SP permanently assigned overseas who are either paying the Daily Food Charge or assigned to a PAYD unit and accommodated from Service sources, other publicly funded arrangements, (e.g., host nation accommodation) or who are in receipt of an alternative MOD messing allowance such as Special Messing Allowance (SMA), Meals Out Expense (MOE), Day Subsistence (DS) or Cash in Lieu of Rations

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<sup>5</sup> Where SP living in SLA or appropriated SFA are without easy access to their Unit's Service messing facilities (more than 3 miles away), or other publicly funded arrangements, but have self-catering facilities and have not been afforded an alternative messing allowance, the Living-out rate of LOA is payable

(CILOR). The Living-In rate is set at 64% of the Single/Unaccompanied Living-Out rate.

**09.0729. Ineligible Single/Unaccompanied SP. Amended/Updated.**

Single/Unaccompanied SP are ineligible to receive **Living-Out** LOA under the following circumstances:

- a. During an assignment on operations or exercises for which the Deployment Welfare Package (DWP) is fully in effect<sup>6</sup>. In exceptional circumstances where elements of the DWP cannot be made available, a special rate of LOA may be payable at an adjusted 'Operational' rate to reflect the missing DWP provision (**para 09.0733**);
- b. They have an entitlement to occupy accommodation by virtue of their appointment in accordance with JSP 464 but, for personal reasons, choose to waive that entitlement and occupy SLA instead. In these circumstances the **Living-In** rate of LOA is payable.

**09.0730. Residual Rate.** The Residual Rate of LOA is paid to SP who are temporarily absent from their normal LOA area, other than when that absence is due to leave or where Rest and Recuperation has been granted. It is paid to recognise continuing financial commitments in the permanent LOA area. The Residual rate will depend on the SP's permanent rate at their duty station:

- a. **Living-Out Residual.** The Living-Out Residual rate of LOA is set at 49% of the permanent Living-Out rate of LOA;
- b. **Living-In Residual.** The Living-In Residual rate of LOA is set at 32% of the permanent Living-Out rate of LOA.

**09.0731. Temporary Duty.** The Temporary duty rate of LOA is paid when SP are temporarily assigned overseas as defined in **Chapter 2, Section 1** or in receipt of a deployment order or authorising instruction, with the exception of personnel deployed INVOLSEP to an operational theatre (see **para 09.0736**). On receipt of written notification that an assignment or deployment overseas will extend beyond 182 days in length, the full rate of LOA will become payable from the date of such notification. Temporary Duty LOA may be paid in one of the following scenarios:

- a. **LOA Area to LOA Area/Series of LOA Areas.** SP who are temporarily assigned from a permanent assignment LOA area to another LOA area will receive the Temporary Duty rate for each LOA area visited, plus concurrent payment of the Residual rate of LOA (**para 09.0716b (Accompanied SP) or 09.0730 (Unaccompanied SP)**) for their Permanent duty station;
- b. **UK to LOA Area or Series of LOA Areas.** SP who are temporarily assigned from the UK to a LOA area, or series of LOA areas, during one period of temporary duty without return to the UK, will receive the Temporary Duty rate for each LOA area visited;
- c. **LOA Area to UK or Non-LOA Area.** SP who proceed from a LOA area to the UK or to a non-LOA area on temporary duty, will receive the Residual Rate of LOA for

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<sup>6</sup> SP assigned on unaccompanied continuity tours to BFSAI are eligible to receive the field condition rate of LOA vice DWP.



their permanent assignment area from the first day in the UK or non-LOA area (**para 09.0716b (Accompanied SP)** or **09.0730 (Unaccompanied SP)**).

The Temporary Duty rate is set at 54% of the Single/Unaccompanied Living-Out rate.

**09.0732. Exercise/Field Conditions.** The Exercise/Field Conditions rate of LOA is paid when SP proceed to a LOA area on Exercise or where Field Conditions of any type are declared. Exercise/Field Conditions rates of LOA are payable in the following circumstances:

- a. **UK to LOA Area.** A SP who proceeds from the UK to a LOA area on Exercise and/or any activity for which Field Conditions are declared, will receive the Exercise/Field Conditions rate for the LOA area visited from their first day of duty in the LOA area;
- b. **LOA Area to LOA Area.** A SP who proceeds from one LOA area to another LOA area on Exercise or where Field Conditions are declared will receive the Exercise/Field Conditions rate for the LOA area visited plus concurrent payment of the Residual Rate of LOA for their permanent duty station (**para 09.0716b (Accompanied SP)** or **09.0730 (Unaccompanied SP)**);
- c. **LOA Area to Exercise within UK or other non-LOA Area.** A SP who proceeds from a LOA area to the UK, or to a non-LOA area on exercise or where Field Conditions are declared, will receive the Residual Rate of LOA for their permanent duty station from their first day in the UK or non-LOA area **para 09.0716b (Accompanied SP)** or **09.0730 (Unaccompanied SP)**).

The Exercise/Field Conditions rate is set at 28% of the Single/Unaccompanied Living-Out rate.

**09.0733. Operational Rate.** Ordinarily, SP are ineligible to receive LOA when assigned to operations or exercises for which the Deployment Welfare Package (DWP) is in effect. In exceptional circumstances where SP are required/encouraged to incur additional expense in the local community or, where elements of the DWP are not available, LOA may be payable at an adjusted 'Operational' rate. It should be noted that the incurrence of additional expense, or the absence of any elements of the DWP will not automatically entitle SP to receive LOA. Under such circumstances, an application is to be submitted by the Operational Commander through PJHQ J1 to CDP (AF-Rem) for consideration using the form at **Annex B**. Residual rates applicable for any permanent assignment areas remain admissible when SP are assigned or detached to operations or exercises where the DWP is in effect.

**09.0734. Operational Rate Cessation.** When an Operation for which an Operational rate of LOA has come to an end, UKStratCom must inform DBS MilPers-MilOps-CuOps-ART.

**09.0735. Seagoing Rate.** If SP serving on board HM Ships and those of the Royal Fleet Auxiliary (RFA), deployed outside UK waters, are granted shore leave overseas, the Seagoing rate of LOA will be paid. It is set at 32% of the Single/Unaccompanied Living-Out rate. The regulations for Seagoing Rates of LOA are contained in **Section 8** of this Chapter.

## Qualifying Criteria

**09.0736. Supplementary Qualifying Criteria (Single/Unaccompanied SP).** In addition to the General Qualifying Criteria (**para 09.0727**), to qualify for the Single/Unaccompanied **Living-Out** rate, SP must satisfy one of the following criteria:

- a. They are entitled to occupy SFA by virtue of their appointment in accordance with JSP 464 (Tri-Service Accommodation Regulations). A list of those entitled by this sub-paragraph, by Service, is at **Annex A** to this Section. Unless for service reasons, they must not routinely take their meals in a Service messing facility<sup>7</sup>;
- b. It is deemed inappropriate for them to live in Service Mess accommodation. Unless for service reasons, they must not routinely take their meals in a Service messing facility. A list of those entitled by this sub-paragraph, by Service, is at **Annex A** to this Section;
- c. They are occupying SLA/SSSA, or equivalent, that is 3 miles or more<sup>8</sup> from their Unit's designated Service messing facility at their place of duty<sup>9</sup>, and do not routinely take their meals in a Service messing facility;
- d. Due to the lack of suitable SLA/SSSA or equivalent they occupy SFA (containing self-catering facilities) which has been appropriated as SLA and is 3 miles or more from their Unit's designated Service messing facility. Additionally, they must not routinely take their meals in a Service messing facility. Publicly funded incidentals such as light bulbs and cleaning materials are not to be provided.

## Provisions and Entitlements

**09.0737. Entitlement of SP in PStat Cat 2.** SP in PStat Cat 2 accommodated permanently in SFA/SSFA and whose child(ren) reside with them in the LOA area, including during visits under the SCV scheme, will be entitled to:

- a. The Single/Unaccompanied Living-Out rate when not accompanied by any children;
- b. The Single/Unaccompanied Living-Out rate plus the child element for any qualifying children permanently residing with them at the LOA area or visiting under the SCV scheme (**Chapter 10, Section 2**).

**09.0738. Staging Through a LOA Area.** If SP are staging through a LOA area on deployment to or from an operational area, they will be entitled to Temporary Duty LOA or, if Field Conditions have been declared, then Exercise/Field Conditions rates of LOA if they are in the LOA area for longer than 24 hours.

**09.0739. Effect on Other Allowances/Charges** Certain allowances and charges will be affected when claimants are in receipt of **Living-Out** LOA. The following is for guidance

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<sup>7</sup> Unless otherwise indicated at Annex A, SFA occupied must be 3 miles or more from their unit's designated Service messing facility located at the duty station. Also, SP must not take most of their meals in a Service messing facility.

<sup>8</sup> Assessment of mileage is to be the most direct route by vehicle from the messing facility to the residence. Rounding rules are not to be applied.

<sup>9</sup> Such a designated messing facility should provide the core menu 7 days a week.

only; the authoritative entitlements and conditions are contained in the regulations governing each allowance/payment:

### **Allowances**

- a. **Subsistence.** Where eligible, Subsistence (Night & Day Subsistence) may be paid concurrently with LOA (see **Section 1 of Chapter 5**). When Subsistence Expenses are claimed (excluding the 'Night' element) concurrently with Single/Unaccompanied **Living-Out** LOA, the claimant must abate the Subsistence rate by the published Single/Unaccompanied Living-Out food element. The SP should refer to their Unit HR for details of the Food Element;
- b. **Meals Out Expenses (MOE), Reclaim the Daily Food Charge. (DFC)/Core Meal and Special Messing Allowance (SMA).** Where SP are in receipt of Single/Unaccompanied **Living-Out** LOA, they are not eligible for MOE, Reclaim the DFC/Core Meal or SMA;
- c. **Cash in Lieu of Rations (CILOR).** When CILOR is in issue at the same time as Single/Unaccompanied Living-Out LOA, CILOR is to be abated by the published food element of Single/Unaccompanied Living-Out LOA up to a maximum of the value of the CILOR in issue;

### **Charges**

- d. **Accommodation & Utility Charges.** In the event of the SP being charged Host Nation accommodation charges, the charges may be reclaimed via the JPA Claim system. Utilities charges for normal domestic use will be met from public funds on production of receipted bills. These are paid via JPA I-expenses;
- e. **Daily Food Charge (DFC).** SP who previously received Living-Out Supplement LOA (LOSLOA) and Find Own Food LOA (FOFLOA) were not required to pay the DFC. **From 1 July 2021**, where the DFC remains in issue, no SP will be exempt. There will consequently be no entitlement to Reclaim the DFC/Core Meal, even when Subsistence is abated by the food element.

## **Part 4 - Calculation, Claim and Payment**

### **Calculation**

**09.0740. Rate Calculation Methodology (Permanently Assigned SP).** DBS MilPers-MilOps-CuOps-ART is responsible for calculating LOA rates. The allowance is made up of the following:

- a. **Cost of Living Element.** An element to recognise the relative difference in the average cost of living between the UK and the overseas location. The UK side is underpinned by data from the Office of National Statistics' Living Cost and Food Survey and the overseas side is based on commercial data from Employment Conditions Abroad (ECA);
- b. **Environmental Factor.** An element to recognise specific environmental factors at a location is added where applicable; this is also provided by ECA;
- c. **Location Factor.** An element to contribute towards additional expenses such

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as legal requirements and other additional necessary costs specific to an overseas location. Any local command wishing to add items to the Location Factor must complete the form at **Annex C**.

**09.0741 Rate Calculation (Temporary Assignments/Absences).** Different types of LOA are paid to Single/Unaccompanied SP (**paras 09.0732 to 09.0736**) on temporary assignments or temporarily absent from their permanent duty station. Those rates are calculated using a percentage of the Single/Unaccompanied LOA rate for the location concerned.

**09.0742 Publication of LOA Rates.** DBS MilPers-MilOps-CuOps-ART will publish LOA rates by Directed Letter.

## **Method of Claim and Payment**

**09.0743 Method of Claim and Payment.** LOA and associated provisions are administered as follows:

- a. **LOA.** Unit HR will action the payment of LOA using the 'Arrivals Process'. LOA is paid monthly in arrears through salary;
- b. **Overseas Private Vehicle Provision (OPVP).** Claims for the OPVP are made through JPA iExpenses. The requirements for each type of claim, including supporting documentation, are detailed in the OPVP regulations at **Section 4** to this Chapter;
- c. **Second Car Provision (Accompanied PStat Cat 1 SP only).** Unit HR will take action to commence payment of the Second Car Provision using the 'Arrivals Process'. The claim must be supported by documentary evidence, e.g., Insurance Certificates for both cars, Bill of Purchase, Local Registration Certificate etc. The documentation presented for initial entitlement must be in the name of either the SP or the spouse/civil partner and must be presented annually thereafter on the anniversary of the initial claim. For ongoing entitlement, the SP must present the documentary evidence within 30 days of the anniversary, otherwise the provision will be stopped;
- d. **Respite Provision (RP).** Claims for the RP are made through JPA iExpenses. The requirements, including supporting documentation, are detailed in the RP regulations at **Section 5** to this Chapter.

**09.0744 Method of Payment in the Event of the Imprisonment, Detention or Death of a SP.** In the event of the imprisonment, detention or death of a SP in receipt of the Accompanied rate of LOA (**para 09.0724-09.0725**), Unit HR will arrange for continued payment of the appropriate rate of LOA via the Unit Imprest/Public account.

### **Annexes:**

- A.** Single/Unaccompanied Appointments - Single/Unaccompanied Living-Out Eligibility Table
- B.** [Application for LOA in Operational Areas](#)
- C.** [Application for Addition to Location Factor](#)

## SINGLE/UNACCOMPANIED APPOINTMENTS – SINGLE/UNACCOMPANIED LIVING-OUT ELIGIBILITY TABLE

In order to ascertain eligibility for Living-Out LOA single/unaccompanied SP in the appointments in column (b), it is necessary first to answer the questions in columns (c) & (d), (e) & (f) or (g) & (h) depending on Service.

Serial	Category <sup>1</sup>	Royal Navy		Army		Royal Air Force	
		Is it appropriate to dine in a Mess?	Does the 3-mile rule apply?	Is it appropriate to dine in a Mess?	Does the 3-mile rule apply?	Is it appropriate to dine in a Mess?	Does the 3-mile rule apply?
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Officers of OF4 rank and above serving in Command appointments as designated by JSP 464 Part 1 Chapter 3.	No	No	No	No	No	No
2	RAF OF4 Station Executive appointments.	N/A	N/A	N/A	N/A	Yes	Yes
3	Regimental Sergeant Majors of major regular Army units or RAF Station Warrant Officers	N/A	N/A	No	No	Yes	Yes
4	Service Chaplains undertaking a pastoral responsibility at Unit level	Yes	Yes	Yes	Yes	Yes	Yes
5	Service Welfare Workers	No	No	No	No	N/A	N/A

<sup>1</sup> All categories have an entitlement to occupy SFA (or equivalent) by virtue of their appointment; however, entitlement to Living-Out LOA is determined by the nature of the appointment and individual Service ethos. Any requests for changes to the above table or individual casework that merits consideration for exception authority are to be staffed to DBS PACCC.

## Annex B to Section 7 of Chapter 9

### Amended/Updated

#### LOA FORM 1 (JSP 752, Chapter 9, Section 7, Annex B)

#### APPLICATION FOR LOA IN OPERATIONAL AREAS

Part 1: To be completed by the Operational Commander in the location for which LOA is being sought.

Part 2: To be completed by PJHQ.

Part 3: To be completed by DBS.

Part 4: To be completed by Single Services and People AF-REM.

Part 5: To be completed by Chair AFASG (People Hd Rem).

Part 6: To be completed by DBS

#### **PART 1 (To be completed by Operational Commander)**

<b>Op Name:</b>	<b>Location:</b>			
<b>Number of SP:</b>	<b>Is DWP in effect:</b>	Full	Partial	No
<b>Breakdown of SP (by Service):</b> RN/RM	Army	RAF		

Elements of LOA that are being sought:

✓	LOA Elements	Includes
	Food	Food Purchased from commercial sources for preparation and consumption at home
	Non-alcoholic Drinks	Beverages (Tea, coffee, water, soft drinks) purchased from commercial sources for consumption at home
	Alcoholic Drinks	Purchased for consumption at home
	Tobacco	
	Clothing & Footwear	
	Housing, Fuel & Power	Maintenance & repair, services to dwelling
	Household Goods & Services	Furniture & Furnishings, Tools & Equipment, Tableware, Goods & Services for routine maintenance
	Health	Healthcare products, spectacles & lenses

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	Transport - Enduring	Purchase of Vehicles, operation of personal transport
	Transport	Rail, tube, bus, other fares
	Communication	Postal services, internet, telephone
	Recreation & Culture - Enduring	TV & Audio Equipment, Photographic equipment, Sports subscriptions, TV subscriptions
	Recreation & Culture	Sports admissions, cinema, photos, newspapers, books, Stationery
	Education	School Trips
	Restaurants	Meals out, alcoholic drinks, take away meals
	Hotels	
	Miscellaneous Goods & Services - Enduring	Insurances, Other Services & Professional Fees
	Miscellaneous Goods & Services	Hairdressing, toiletries, personal effects
	Other Expenditure Items - Enduring	Licences, payments associated with accommodation
	Other Expenditure Items	Money transfers, general spending

<b>Supporting Information</b>	
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<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**PART 2 (To be completed by PJHQ)**

LOA Elements Supported			
	Food		Communication
	Non-alcoholic Drinks		Recreation & Culture - Enduring
	Alcoholic Drinks		Recreation & Culture
	Tobacco		Education
	Clothing & Footwear		Restaurants
	Housing, Fuel & Power		Hotels
	Household Goods & Services		Miscellaneous Goods & Services - Enduring
	Health		Miscellaneous Goods & Services
	Transport - Enduring		Other Expenditure Items - Enduring
	Transport		Other Expenditure Items

<b>Supporting Information</b>	
<b>Supported: Yes   No</b>	
<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**PART 3 (To be completed by DBS)**

LOA Form 1 Serial Number \_\_\_\_\_

**Proposed LOA Daily Rate:**

**Proposed Cost of LOA: Daily**

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**PART 4 (To be completed by Single Service/AF-Rem)**

**RN**

<b>Comments</b>	
<b>Supported: Yes    No</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Rank:</b> _____ <b>Post:</b> _____	

**Army**

<b>Comments</b>	
<b>Supported: Yes    No</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Rank:</b> _____ <b>Post:</b> _____	

**RAF**

<b>Comments</b>	
<b>Supported: Yes    No</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Rank:</b> _____ <b>Post:</b> _____	

**People AF Rem Allowance Team**

<b>Comments</b>	
<b>Supported: Yes    No</b> <b>Name:</b> _____ <b>Date:</b> _____ <b>Rank:</b> _____ <b>Post:</b> _____	

	Supported ✓	
	Yes	No
PJHQ		
RN		
Army		
RAF		
CDP-REM		

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**PART 5 (To be completed by Chair AFASG (People Hd Rem))**

**AFASG Approval**

<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**Part 6 (To be completed by DBS)**

**Effective Date** \_\_\_\_\_

**Review Date** \_\_\_\_\_

**Annex C to Section 7 of Chapter 9**

**Amended/Updated**

**LOA FORM 2 (JSP 752, Chapter 9, Section 7, Annex C)**

**APPLICATION FOR ADDITION TO LOCATION FACTOR**

Part 1: To be completed by CO of Local Command

Part 2: To be completed by DBS

Part 3: To be completed by Single Services and People AF REM.

Part 4: To be completed by Chair AFASG.

Part 5: To be completed by DBS.

**PART 1 (To be completed by Local Command)**

	<b>Location:</b>			
<b>Number of SP:</b>	<b>Is DWP in effect:</b>	Full	Partial	No
<b>Breakdown of SP (by Service):</b> RN/RM	Army	RAF		

<b>Supporting Information</b>	(What is the element requested and evidence to support inclusion including cost)

<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**PART 2 (To be completed by DBS)**

<b>Supporting Information</b>	

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

<b>Supported: Yes   No</b>	
<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

LOA Form 1 Serial Number \_\_\_\_\_

Proposed LOA Daily Rate:

Proposed Additional Cost of LOA: Daily

PART 3 (To be completed by Single Service/AF-Rem)

**RN**

<b>Comments</b>	
<b>Supported: Yes   No</b>	
<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**Army**

<b>Comments</b>	
<b>Supported: Yes   No</b>	
<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**RAF**

<b>Comments</b>	
<b>Supported: Yes   No</b>	
<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**People AF-Rem Allowance Team**

<b>Comments</b>	
<b>Supported: Yes   No</b>	
<b>Name:</b>	<b>Date:</b>

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

<b>Rank:</b>	<b>Post:</b>
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	Supported ✓	
	Yes	No
PJHQ		
RN		
Army		
RAF		
CDP-REM		

**PART 4 (To be completed by Chair AFASG (People Hd Rem))**

**AFASG Approval**

<b>Name:</b>	<b>Date:</b>
<b>Rank:</b>	<b>Post:</b>

**Part 5 (To be completed by DBS)**

**Effective Date** \_\_\_\_\_

**Review Date** \_\_\_\_\_

# Chapter 9 Section 8 – Seagoing Local Overseas Allowance

## General

**09.0801. Aim.** The aim of Seagoing Local Overseas Allowance (SLOA) is to contribute towards the necessary additional cost of day-to-day living overseas encountered by Service personnel serving on board HM Ships and those of the Royal Fleet Auxiliary (RFA), deployed outside UK waters, when granted shore leave overseas.

**09.0802. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 SLOA is non- taxable.

## Definitions

**09.0803. Reserved.**

**09.0804. Rate Terminology.** LOA Rates read Unaccompanied, for Service personnel who are either single or married/in a civil partnership but serving unaccompanied.

## Eligibility

**09.0805. Eligible Service Personnel.** Subject to the conditions set out in this Section, the following Service personnel are eligible for SLOA:

- a. Service personnel serving on board HM Ships and RFAs deployed outside UK waters.
- b. Service personnel serving overseas on board foreign warships.
- c. Service personnel serving in designated Seagoing Exchange Personnel posts (see Paragraph **09.0808**).
- d. JS Sailing Centre yacht skippers and other permanent staff who are crew members on official instructional duties overseas.

## Ineligibility

**09.0806. Ineligible Service Personnel.** Service personnel are ineligible to receive SLOA in the following circumstances:

- a. When shore leave is not granted or during passage between overseas ports.
- b. On the first day a Service person leaves the ship to return to the UK on leave.
- c. On the first day a Service person is assigned from their current seagoing ship.
- d. When they fall within the categories of personnel listed at Paragraph **09.0708**.



## Entitlement

**09.0807. Commencement of Entitlement.** Entitlement to SLOA will commence:

- a. In each overseas port visited, from the first day that shore leave is granted up to and including the last day that shore leave is granted.
- b. For Service personnel joining a seagoing ship deployed overseas, from shore, from the date of joining the ship if SLOA had already been granted for the rest of the ship's company. It will then be paid in accordance with Paragraph **09.0807a**.

**09.0808. Seagoing Exchange Personnel.** UK Service personnel serving in designated Seagoing Exchange Personnel posts are entitled to LOA subject to the conditions detailed in **Chapter 9 Sections 7**. The following also applies:

- a. Unaccompanied Service personnel who normally live ashore in substitute single accommodation due to the non-availability of Service accommodation are entitled to:

- (1) Unaccompanied Living-Out rates of LOA, when alongside in any Host Nation port; or
- (2) The appropriate Residual Rate of LOA (see Paragraph **09.0808a(1)**) from the first day at sea; and
- (3) SLOA when the ship is alongside and shore leave (or equivalent) has been granted in an overseas port other than any Host Nation port.

- b. Unaccompanied personnel who normally live in SLA provided by the Host Nation will be entitled to:

- (1) The Unaccompanied Rate of LOA, or SSLOA, as appropriate when alongside in any Host Nation port; or
- (2) The appropriate Residual Rate of LOA (see Paragraph **09.0808b(1)**) from the first day when at sea; and
- (3) SLOA when the ship is alongside and shore leave (or equivalent) has been granted in an overseas port other than any Host Nation port.

- c. Accompanied personnel entitlements are:

- (1) The Accompanied Full Rate of LOA when alongside in any host nation port;
- or
- (2) The Accompanied Residual Rate of LOA from the first day when at sea; and

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(3) SLOA when the ship is alongside and shore leave (or equivalent) has been granted in an overseas port other than any host nation port.

**09.0809. LOA Entitlement During Land-Based Medical Treatment.** Seagoing personnel landed for medical treatment or taken sick on-shore will be paid the SLOA appropriate to the overseas port in which they are located for the necessary duration of their stay.

**09.0810. Embarkation and Landing of Seagoing Personnel.** SLOA is to be paid to those who:

- a. Are sent or held ashore in connection with investigations or trials.
- b. Miss the ship on sailing.
- c. Are waiting to join the ship after imprisonment or detention.
- d. Are awaiting passage to another ship, rejoining a ship, or awaiting passage to the UK.

Service personnel who proceed early for Service reasons to a port overseas to join a seagoing ship are to be paid the appropriate Temporary Duty Rate of LOA (see **Section 7** of this Chapter) from the date of early arrival at the overseas port until the date of joining the ship. Personnel landed (i.e., those who are moved to shore-based accommodation) from a ship for reasons other than medical are to be paid the appropriate Temporary Duty Rate of LOA.

**09.0811. Ships Refitting or Immobilised in a Foreign Port.** When a ship refits or is immobilised in a foreign port other than the Base Port, Service personnel who are landed should be paid according to Paragraph **09.0810**. Personnel who continue to live onboard are eligible for SLOA, if shore leave is declared.

## Rates

**09.0812. Calculation of Rates.** DBS MilPers-MilOps-CuOps-ART are responsible for determining the rates of SLOA. SLOA is payable at 32% of the Unaccompanied, Living-Out Rate of LOA for the overseas duty area. This percentage reflects that seagoing personnel do not face the full range of higher costs experienced by those serving continuously on shore.

**09.0813. Publication of Rates.** DBS MilPers-MilOps-CuOps-ART will publish a list of rates of SLOA with the results of each LOA review/update in a Directed Letter. Requests for SLOA rates not routinely published should be made via Unit HR to DBS MilPers-MilOps-CuOps-ART.

## Method of Claim

**09.0814. Method of Claim.** Entitlements to SLOA are processed by the unit HR admin staff using the 'Arrivals Process'.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Method of Payment**

**09.0815. Method of Payment.** SLOA entitlements will be paid monthly in arrears through the Service person's salary.

# Chapter 9 Section 9 – Allowances for Attachés, Advisers, British Defence Staff and Defence Section Service Support Staff Supported by DALS-CP DS

## General

**09.0901. Aim.** The aim of the bespoke allowances for attachés, advisers, British Defence Staff (BDS) and Defence Section Service Support Staff supported by DALS-CP DS<sup>1</sup> is to provide recompense, within clearly defined limits, for the necessary expenditure they incur in conducting their duties in the country or countries to which they are assigned. For some countries, it also includes an element of hardship recompense.

**09.0902. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 Attachés Allowances are non-taxable.

**09.0903. The Hornby Package and Instructions to Service Attachés and Advisers (INSAA).** Allowances for attachés, advisers, BDS and Defence Section Service Support Staff are derived from the Diplomatic Service Compensation Allowance, known as the Hornby package. The principal difference lies in the travel package and this is explained in INSAA. This Section describes the Hornby Package as it applies to Service personnel. Defence Attaché and Loan Service – Corporate Policy (DALS-CP) staff are responsible for allowances paid to attachés, advisers and Defence Section Service Support Staff for the coordination of in-post administration. They maintain the MOD INSAA. A copy of these instructions will be given by DALS-CP DS directly to individuals prior to taking up an attaché, adviser and Defence Section Service Support Staff assignment.

## Eligibility

**09.0904. Eligible Service Personnel.** Only Service personnel who are assigned as attachés, advisers, British Defence Staff (BDS) and Defence Section Service Support Staff are eligible to the allowances described in this Section.

## Ineligibility

**09.0905. Ineligible Service Personnel.** Service personnel who are serving on an overseas assignment, or who are on temporary assignment, exchange, secondment, or on Loan Service are not entitled to claim these allowances.

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<sup>1</sup> The Allowances mentioned in this chapter and section are not payable to Washington British Defence Staff (BDSUS) Service Support Staff.

## Entitlement

**09.0906. General.** In addition to UK Service pay, attachés, advisers, BDS and Defence Section Service Support Staff may receive up to 4 tax-free allowances, these are:

- a. **Cost of Living Addition (COLA).** COLA aims to compensate for the additional cost of maintaining the same lifestyle as that in the UK. It contains provision for:
  - (1) Food.
  - (2) Utilities (except where arrangements exist for the costs to be borne by public funds).
  - (3) Maintenance of household items.
  - (4) Domestic help (other instructions in connection with the funding of domestic help are contained in JSP 915, Chapter 2 and INSAAs).
  - (5) Other essential living costs, which vary from location to location.
- b. **Representational Attachment Allowance (RAA).** RAA is to be paid to Attachés as a one-off payment prior (4 months or less) to their assignment. RAA is paid in order to purchase household linens, representational wardrobe and miscellaneous household items. For those DAs in receipt of RAA a certain number of household items will be purchased by FCDO Corporate Services, and become inventory items in the DA's residence. These will be sourced, purchased and subsequently maintained through the DA's Representational account. This removes the requirement for DAs to purchase crockery, glassware etc at their own expense for the purposes of official entertainment and to ship such items to country. RAA will not be paid to BDS or Defence Section Service Support Staff as they are ineligible.
- c. **Hardship Allowance.** Hardship Allowance is paid to attachés, advisers, BDS and Defence Section Service Support Staff only at designated posts, as determined by DAL-CP DS staffs, who adopt the Foreign and Commonwealth Office (FCDO) list to determine entitlement for Service personnel. It is paid to compensate staff for the additional costs of maintaining quality of life at identified posts. Climate, isolation, security, language, and culture are all factors considered by the FCDO when they consider Hardship Allowance entitlement. The posts eligible for Hardship Allowance and the rates are reviewed annually as at 1 January by the FCDO.
- d. **Climatic Clothing Addition.** Climatic Clothing Addition is paid in certain locations (listed in INSAA Leaflet 510) where the climate is particularly cold. Defence Section and BDS staff are not eligible for the Climatic Clothing (Hot Posts) Allowance (see **Chapter 15 Section 1**). All other matters regarding Clothing Allowances and scales are the responsibility of the relevant single Service staff branch.

**09.0907. Accompanied Personnel.** For these allowances Service personnel are considered to be accompanied (Acc) if their spouse/civil partner spends at least 6 months of each assignment year at the overseas station (or an accumulated 50% of any part of

each year in appointment). Acc Service personnel will receive any entitlement to the allowances in this Section at the Acc rate.

**09.0908. Unaccompanied Personnel.** Unaccompanied (UnAcc) Service personnel will receive any entitlement to the allowances in this Section at the unaccompanied rate.

**09.0909. Child Addition.** An additional element of COLA is available for each eligible child living permanently at the overseas station.

**09.0910. Travel To and From Duty Station.** Travel to and from the place of assignment will be in accordance with the normal tri-Service regulations (see **Chapter 6**).

**09.0911. Travel Allowances.** Travel allowances are admissible at the appropriate local overseas rates in the following circumstances:

a. **Home to Duty Travel.** Home to Duty (Public) may be claimed by Defence Section staff (see **Chapter 7 Section 3**) unless an official vehicle is provided.

b. **Other Duty Journeys.** When a Service person uses a private motor vehicle for an official journey they may claim Motor Mileage Allowance in accordance with **Chapter 6 Sections 4 and 9**.

c. **Defence Section Leave Journeys.** Attaches, Service Advisors, BDS and Defence Section Service Support Staff are eligible for the Mid Tour Leave (MTL) scheme, and are ineligible for the GYH(O) scheme (**09.1205d** refers). Defence section personnel serving in certain posts may also be eligible for Additional Journeys and unaccompanied personnel may be eligible for Unaccompanied Post Journeys in certain austere posts or when security considerations dictate, as decided by DALSCP DS.

(1) **Mid Tour Leave (MTL).** The scheme provides an entitlement to an economy return flight from post to the UK. However, eligible service personnel and eligible dependants may choose to travel to another location within the cost of the economy class capped return journey to the UK. Applications for authority to travel to an alternative destination must be made to DALSCP DS using the form in INSAA Leaflet 522. Personnel will be allocated one MTL journey when undertaking a two year assignment and two MTL journeys when undertaking a three year assignment. Personnel undertaking assignments of less than two years will not be eligible for Mid Tour Leave journeys. Extensions of service of a full 12 months entitle the individual and eligible dependants to a third MTL journey.

(2) **Additional Journeys (AJs)/Respite Breaks.** Service personnel and their eligible dependants (immediate family who permanently reside at post) serving in certain difficult locations may be eligible to AJs or Respite Breaks away from post. The scheme provides an entitlement to economy class travel from Post to a Designated Leave Centre (DLC). However, eligible service personnel and eligible dependants may choose to travel to another location within the cost of the economy class capped return journey to the DLC. Applications for authority to travel to an alternative destination must be made to DALSCP DS using the form in INSAA Leaflet 522. The number of

journeys is decided by DALSCP DS, up to a maximum of 3 per year. DALSCP DS manage the list of entitled posts.

d. **Leave Journeys in Special Circumstances.** Attaches and BDS may also be eligible to receive other journeys if the following special circumstance apply;

**FCDO Designated No Child Posts.** In FCDO designated 'no-child' posts, parents are not able to receive visits from their children at their duty station as they would under SCV. Therefore, each parent may claim a maximum of 6 Reverse SCV journeys to the UK per education year for children in primary or secondary education instead, in addition to any other leave travel entitlements. For children in tertiary education the entitlement is 3 reverse SCV. Unused journeys may not be transferred between parents for primary or secondary education for children.

**09.0912. Pre-Assignment Recces for Attachés and their Spouses.** In order to ease the transition of moving to an area where there is no military command, administrative or support structure, Attachés, BDS and their spouses, less those in Washington will be able to undertake a pre-assignment recce visit to include four days Private Arrangement Rate (PAR), (UK rate).

**09.0913. Pre-Assignment Recces for Defence Section Attaché and BDS Support Staff.** Embassy based Attaché support staff will be entitled to a recce and should stay, if at all possible, in the receiving support staff's accommodation. Four days Private Arrangement Rate (PAR), (UK rate) will apply. If it is not possible to stay with the receiving support staff, hotel accommodation may be used and up to four night's subsistence (and day subsistence) may be claimed, deductible from their in-country arrival entitlement. Funding for the subsistence will come from the gaining unit's UIN.

**09.0914. Local Overseas Allowances (LOA).** Attachés, advisers, BDS and Defence Section Service Support Staff are ineligible for all forms of LOA as they are eligible for COLA. COLA/LOA is also inadmissible for any authorised Pre-Assignment recce.

**09.0915. Temporary Rent Allowance/Subsistence.** Where Defence Section staff necessarily occupies temporary accommodation immediately on arrival at the assignment station, or immediately prior to their permanent departure from post, they may claim a hotel allowance funded by the FCDO for up to 6 nights/7 days. Exceptionally, handovers at the behest of DALSCP DS over and above the 6 nights/7days are to be specifically approved by the Director DALSCP DS as the additional accommodation/subsistence costs fall to that budget. Should the handover be extended by the FCDO, the FCDO will meet the additional accommodation costs.

**09.0916. Free Vehicle Shipment.** A (one) vehicle may be shipped at public expense from the current assignment station to the overseas assignment station, and on completion of the assignment shipped to the next assignment station, either in the UK or overseas.

**09.0917. Local School Fees.** In countries with no suitable state schools available and where there is a requirement to pay for schooling and associated travel costs for eligible accompanying children, costs may be claimed (see **Chapter 14 Sections 7 and 8**).

**09.0918. Death in Service.** If the Service person dies, entitlement to the following allowances for attachés, advisers, BDS and Defence Section Service Support Staff will



continue for the widowed spouse, surviving civil partner and/or dependent child(ren) for one month after the service persons death, regardless of whether they have left Post during that time:

- a. Cost of Living Addition.
- b. Hardship Allowance.

## Rates

**09.0919. Calculation of Rates.** DALS-CP DS staff are responsible for the calculation of allowances paid to attachés, advisers, BDS and Defence Section Service Support Staff. The method of calculation for the 4 allowances specifically available to this group of staff is as follows:

- a. **Cost of Living Addition (COLA).** COLA is paid to attachés, advisers, BDS and Defence Section Service Support Staff. The rates stem from cost of living surveys conducted by a civilian company. These rates are then enhanced by additional sums for telephone calls, childcare/baby-sitting, recreation and domestic help. FCDO COLA rates are assessed for 4 groups: single, married/in a civil partnership with no children, married/in a civil partnership with one child, married/in a civil partnership with 2 children. These groups are then further divided into 7 salary bands. Service ranks are assigned the appropriate COLA band according to salary. Revised rates of COLA are issued every 6 months.
- b. **Representational Attachment Allowance (RAA).** As there are worldwide DA appointments with differing factors for each location, the allowance rate for each location is set against the level of representational commitments for each appointment; DALS-CP DS hold the rates and the items for which the allowance is intended.
- c. **Hardship Allowance.** The locations and rates for the payment of Hardship Allowance are directly taken from the FCDO Hardship Allowance list. A civilian company awards a hardship score to each FCDO location. The FCDO considers that more emphasis should be placed on health and security than under the private company scheme and less on culture and accommodation. The FCDO, therefore, weights the civilian company scorings to arrive at a hardship scoring of its own; each location is given a points score. Hardship Allowance is calculated on a points basis. Each point has a monetary value, which is subject to annual review. The UnAcc rate of Hardship Allowance is half the Acc rate.

**09.0920. Rates of Allowances.** Where the rates in this Section are the same as those available to all eligible UK Service personnel, the rate is calculated as explained in the appropriate Section of this JSP.

**09.0921. Publication of Rates.** DALS-CP DS staff hold the lists of rates in the first instance however, individuals should apply to JPAC for a specific rate.



## Method of Claim

**09.0922. Commencement, Change and Cessation of Eligibility.** An Arrival Report is completed by the embassy administrative staff and sent to HR Admin staff for input onto JPA as part of the Arrivals Move and Track process, copied to DALs-CP DS, in respect of all attaché, advisers, BDS and Defence Section Service Support Staff. The Arrival Report is used by HR Admin Staff to authorise payment of the appropriate allowances until either the assignment has been completed, or a change of circumstances or rates is notified. The impact on Allowances for Attachés, Advisers and Defence Section Service Support Staff payments as a result of other forms of absence can be found at **Chapter 2 Section 3**.

## Method of Payment

**09.0923. Advances of Pay.** Attachés, advisers, BDS and Defence Section Service Support Staff may be authorised interest-free advances of up to 4 months net pay to assist with their setting-up costs. These will be paid no earlier than 90 days before proceeding to their appointment. The advances will be recovered direct from salary in equal monthly instalments over the first 12 months of the assignment in accordance with **JSP 754** (The Regulations for Service Pay).

**09.0924. Method of Payment.** Allowances for Attachés, Advisers, BDS and Defence Section Service Support Staff will be made monthly in arrears through the Service person's salary.

## Chapter 9 Section 10 – European Union (EU) Daily Subsistence Allowance (DSA)

### General

**09.1001. Aim.** The aim of European Union Daily Subsistence Allowance (EUDSA) is to compensate United Kingdom (UK) Seconded National Experts (SNEs) (Military) personnel who are assigned to specified EU organisations for the absence of the benefits of diplomatic status (e.g. loss of some tax free concessions usually allowed for personnel serving overseas) and to assist with the additional costs of living in Brussels. Articles 12, 14, 15 and 16 of Council of the EU Decision 2001/496/CFSP dated 25 June 2001, as amended by 2004/677/EC dated 24 September 2004, refer.

**09.1002. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 EUDSA is non-taxable.

### Definitions

**09.1003. Seconded National Experts (Military) European Union (SNE(M)EU).** For the purpose of this regulation, SNE(M)EU are UK Service personnel assigned by the UK MOD authorities to one of the EU organisations listed at paragraph **09.1005**. It should be noted that this specifically excludes personnel who are employed on Agency contracts, during which time they may be either on a sabbatical or a period of unpaid leave from the UK Armed Forces. SNE(M)EU personnel should not be confused with personnel who are employed under terms and conditions authorised by **JSP 468** (The Joint Service Manual for the Loan and Secondment of Service Personnel to Commonwealth and Foreign Forces).

**09.1004. Place of Recruitment.** For the purpose of this allowance, the place of recruitment for all UK Service personnel is the UK.

### Eligibility

**09.1005. Eligible Service Personnel.** SNE(M)EU are eligible personnel when assigned to the following EU organisations:

- a. The General Secretariat of the European Council (also known as EUMS personnel).
- b. The European Commission.
- c. The European Defence Agency.

**09.1006. Duration of Eligibility.** SNE(M)EU will normally be posted to an EU organisation for 3 years. Exceptionally this may be extended by one year with the approval of the EU Council.

## Ineligibility

**09.1007. Ineligible Service Personnel.** Service personnel who are employed under Foreign and Commonwealth Office (FCDO) Defence/Military Attaché or NATO Status of Forces Agreement (SOFA) arrangements, or those on Loan Service Terms, are not eligible for EUDSA.

## Entitlements and Non-Entitlements

**09.1008. Concurrent Payment of UK Service Allowances.** Unless stated to the contrary, SNE(M)EU remain eligible for UK Service allowances and entitlements in accordance with current UK Service regulations as detailed in this JSP.

**09.1009. Subsistence and Cost of Living.** SNE(M)EU personnel will receive the EUDSA established under Article 12 of Council Decision 2001/496/CFSP but not the Additional Flat-Rate Allowance established under Article 13. SNE(M)EU personnel are ineligible for payment of the following UK Service allowances in respect of themselves and their immediate family members:

- a. All forms of Local Overseas Allowance (LOA), including LOA in respect of dependant children visiting their parents under the UK School Children's Visits arrangements.
- b. Subsistence Expenses, except in the circumstances described at paragraph **09.1012** below, and to cover the hotel accommodation costs (but not the food element) on arrival and departure from post.
- c. Home to Duty Travel (HDT) Allowances.

**09.1010. Relocation.** SNE(M)EU personnel are to avail themselves of the Removal provisions established under Article 15 of Council Decision 2001/496/CFSP. This will have the following effect on UK relocation provisions:

- a. **UK Disturbance Expenses (DE).** SNE(M)EU personnel will not be eligible for DE at either the beginning or the end of their EU assignment.
- b. **Storage in UK.** Storage of furniture and other belongings in the UK at public expense will not be allowed during the EU assignment.
- c. **Removals and Unaccompanied Baggage.** SNE(M)EU personnel will not usually be entitled to move their furniture and belongings to or from Brussels at public expense. SNE(M)EU personnel are to utilise EU provisions at the start and end of their EU assignment.

**09.1011. Leave Travel.** SNE(M)EU personnel are eligible for the travel expense provisions established under Article 14 of Council Decision 2001/496/CFSP. They are not entitled to the UK Service Get You Home (Overseas) (GYH(O)) Package (as described in **Section 11** of this Chapter).

**09.1012. Official Travel and Related Expenses.** SNE(M)EU personnel are entitled to the arrangements established under Article 16 of Council Decision 2001/496/CFSP when undertaking duty travel for SNE(M)EU purposes and are not entitled to claim UK Service

subsistence or travel expenses for such activities. UK Service personnel and eligible immediate family will be entitled to normal subsistence and travel expenses for any duty travel undertaken solely in connection with UK national tasks, and medical and dental cover in accordance with existing Service regulations. Costs associated with travel at the start and end of the EU appointment will be reimbursed under the provisions established at Article 14 of the Council Decision 2001/496/CFSP.

**09.1013. Tax Free Privileges.** There is no entitlement to the tax-free elements that are provided for NATO and other staff (e.g. petrol, cigarettes/cigars/tobacco, alcohol, and NAAFI facilities) for SNE(M)EU personnel.

**09.1014. NATO or FCDO Allowance Package.** SNE(M)EU personnel are not eligible for the NATO or FCDO allowance package.

## Conditions

**09.1015. Requirements.** This package is subject to the requirements that EUDSA recipients shall:

- a. Not receive any duty free privileges from the host Government.
- b. Pay UK Service accommodation charges and Contributions in Lieu of Council Tax (CILOCT) at the Grade/Type applicable to the property occupied.
- c. Pay the Daily Food Charge.
- d. Retain their normal conditions of service as a member of the UK Armed Forces but modified as set out in the paragraphs above.

**09.1016. Periods of Payment.** A Service person will receive the EUDSA throughout the period of the EU assignment only. Any pre/post assignment leave is not considered an integral part of the assignment period for allowance purposes. Payment will not be made during periods of authorised breaks in secondment. EUDSA will be paid during periods of annual leave and EU special leave and public holidays granted by the EU authorities.

## Rates

**09.1017. Rate of EUDSA.** The EUDSA rate is set by the Council of Europe and published in the Council of Europe European Union Rules applicable to Seconded National Experts.

## Method of Claim

**09.1018. Documentation.** Service personnel are to present themselves to the appropriate EU Administration and Protocol office on the first day of their assignment to complete the relevant administrative formalities. In principle, duty is taken up on the first day of the relevant month.

**09.1019. Advances.** Service personnel entitled to the EUDSA allowances may apply for an advance of up to 60 days pay to assist with initial expenditure. Advances of pay are

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claimed via the unit HR admin staff at the unit prior to assignment to the EU. They will authorise the advance of pay on the JPA system.

**09.1020. Recovery of Advances.** Advances of pay will be recovered automatically in instalments over a period not exceeding 6 months from the month in which the advance was received.

## **Method of Payment**

**09.1021. Method of Payment.** The EU pays the EUDSA directly to the entitled Service person, in Euros, into a local bank account.

# Chapter 9 Section 11 – Get You Home (Overseas)

## General

**09.1101. Aim.** The aim of Get You Home (Overseas) (GYH(O)) is to reduce the separation of eligible personnel from close family and friends that results from a permanent overseas assignment. This is achieved by assisting towards the costs of return journeys to the UK or, in the case of non-British and dual nationality passport holders, to the country of domicile origin<sup>1</sup>. The financial contribution afforded by this allowance follows the home base principle of allowances and thus is calculated on a return journey to the UK.

**09.1102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 GYH(O) is non-taxable.

## Definition

**09.1103. Qualifying GYH(O) Leave Addresses.** Except for circumstances defined within paragraph **09.1104**, GYH(O) journeys are restricted to the UK address of any of the following:

- a. A registered Next-of-Kin/Emergency Contact.
- b. A parent/guardian or close blood relative.
- c. A parent/guardian or close blood relative of the Service person's spouse/civil partner.
- d. A fiancé(e), intended civil partner or long standing friend.
- e. A residence where the Service person has established a home.
- f. UK Airport of Arrival (APOA).
- g. UK Sea Port of Arrival (SPOA), including the Channel Tunnel terminal at Folkestone.

## Eligibility

**09.1104. Eligible Service Personnel.** All Service personnel who are permanently assigned to an overseas station are eligible for GYH(O). The scale of entitlement varies according to location (see paragraph **09.1106**). For Reserve personnel, this eligibility is unlikely to extend beyond Full Time Reserve Service (Full Commitment) (FTRS (FC)), FTRS (Limited Commitment) (LC) and Mobilised Personnel. In addition, any spouse/civil partner and/or dependant child(ren) accompanying the Service person on the overseas

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<sup>1</sup> For the purposes of GYH(O), 'dual national' refers to those who were non-British and who have, since joining the UK Armed Forces, acquired a British passport.

assignment will also be entitled to GYH(O). Where a Service Person is permanently assigned to an overseas location and their declared Residence at Work Address (RWA) is SFA in that overseas location, GYH(O) is permissible to this RWA if that SP is then subsequently re-assigned to a temporary 12 month post in another country. Under such circumstances the conditions of entitlement are that the cost of the return journey must not exceed the equivalent return journey to the UK. SP whose RWA SFA is within NWE cannot concurrently utilise their personal entitlement to the UK during the period of the 12 month temporary post; however, their immediate family continue to be entitled in accordance with paragraph **09.1115**.

## Ineligibility

**09.1105. Ineligible Service Personnel.** The following personnel are ineligible for GYH(O):

- a. Service Personnel assigned overseas who are serving on an assignment less than 183 days in duration.
- b. Service personnel who are in receipt of School Children's Visits to the overseas country for a child, will not be eligible to claim a GYH(O) journey for that child.
- c. Service personnel serving overseas who have a separate entitlement to a return journey to the UK for themselves and their families as part of their terms and conditions (e.g.Loan Service and EUMS personnel).
- d. Reserve Forces personnel who are locally recruited overseas for Service in the overseas Theatre (e.g.FTRS(LC) or (HC)), whose established home is in the overseas Theatre.
- e. SP not permanently assigned to the overseas location but conducting AWA in the overseas location (this does not include those P Stat Cat 5s SP who are accompanying their serving spouse/civil partner in the overseas location on an agreed RW arrangement).
- f. When they are permanently assigned to an overseas location but are remote working from UK or in their country of domicile.

## Entitlement

**09.1106. Annual Entitlement.** Eligible Service personnel and each eligible member of their immediate family travelling with them (but see paragraph **09.1115**) are entitled to one return journey from the overseas duty station or RWA, to the UK qualifying GYH(O) leave address for each 12 months overseas (one assignment year). Periods of less than 12 months will only qualify for GYH(O) if the reduction in qualifying period is due to service reasons that cause a delay to reporting for duty in the overseas location i.e. additional training/courses at the commencement of an assignment. If a SP is short toured before completing 12 months see **para 09.1110**).

**09.1107. Commencement of Entitlement.** Entitlement to GYH(O) commences from the date the Service person reports for duty in the overseas country. Entitlement to GYH(O) will not commence during any period of leave taken in the overseas country prior



to the assignment reporting date.

**09.1108. Cessation of Entitlement.** The entitlement to GYH(O) for the Service person will cease on the last day of duty in the overseas country. The immediate family entitlement will cease from the date the immediate family departs the overseas assignment location, or the date of the Service person's last day of duty overseas, whichever is the earlier.

**09.1109. Consecutive Overseas Tours.** In the event of consecutive qualifying assignments in the same country, entitlement to GYH(O) will continue on an aggregated basis rather than ceasing on the Service person's last day of duty in their current unit. A combination of consecutive overseas assignments will require the individual to complete a minimum of 12 months qualifying service in order to remain eligible. Where personnel are assigned to different overseas locations, then each assignment is to be treated entirely separately for the purpose of this allowance.

**09.1110. Personnel Short Toured.** If the Service person is unexpectedly short-toured for Service reasons, including medical or compassionate circumstances, and consequently does not complete their previously anticipated full assignment year, the cost of any GYH(O) journeys already undertaken will not be recovered. In the event that a journey has been booked, but not undertaken, this journey may still take place and costs can be reclaimed as allowed for in this Section. However, if the Service person has received an Assignment Order giving formal, advance notification of the premature end of the overseas assignment (or voluntarily prematurely ends the assignment) and the assignment year will not be completed by the time they leave the country, no GYH(O) travel will be permitted for the remainder of that assignment.

**09.1111. Voluntary Outflow (VO).** If a Service person submits an application for VO, entitlement to GYH(O) will only be permitted where the approved discharge date falls beyond the end of the assignment year.

**09.1112. Terminal Leave.** GYH(O) journeys will not be permitted during any period of a Service person's Terminal Leave.

**09.1113. Service Couples.** Service personnel married to, or in a registered civil partnership with another Service person and where both are assigned overseas (not necessarily at the same location), will each be entitled to GYH(O) in their own right from their country of assignment to the UK with the exception of terminal travel where the restrictions at **Para 09.1122** will apply where both members of the Service couple are collocated and travel together. Eligible children of Service couples are entitled to the same GYH(O) entitlement as the parent(s) they are residing with. When claiming, Unit HR are to check that a duplicate claim has not already been made for the entitled child.

**09.1114. Death in Service.** If the Service person dies whilst assigned overseas, entitlement to GYH(O) for any surviving previously eligible immediate family members will cease immediately. Alternative provision is made for repatriation in such circumstances (see **JSP 751 - Joint Casualty and Compassionate Policy and Procedures**).

**09.1115. GYH(O) Travel by the Immediate Family Without the Service Person.** There may be occasions when the Service person is unable or chooses not to accompany eligible immediate family members to the UK for family or Service reasons. In such circumstances, GYH(O) entitlement may be split over 2 journeys provided the travel is to



the same qualifying leave address. However, where this incurs additional terminal travel costs, above those that would have been incurred had the family members travelled together, only one refund of terminal travel costs will be paid.

## Conditions

**09.1116. Leave.** A leave application is to be submitted to cover the full period of the Service person's GYH(O) journey.

**09.1117. Carry Forward of GYH(O) Entitlement.** In normal circumstances there will be no scope for the carry forward of GYH(O) from one assignment year to the next. Where it is considered that there are exceptional circumstances (e.g.consecutive operational deployments) a case should be submitted by the affected Service person to their unit CO for authorisation. A copy of the CO's personal authorisation should be copied to the unit HR admin staff to authorise them to adjust the Service person's GYH(O) journey balance on the JPA system.

**09.1118. Non-British Passport Holders<sup>2</sup>.** Service personnel assigned overseas who hold non-British passports may use their GYH(O) entitlement to contribute towards the cost of a standard economy return flight to their country of domicile origin, up to a maximum of the GYH(O) allowance for the country in which the Service person is assigned. A Service person's spouse/civil partner who is a non-British passport holder will also be able to use their GYH(O) allowance in this way. Where the non-British passport holder elects to return to their country of domicile origin, the spouse/civil partner and all members of the accompanying immediate family are eligible to return to the non-British passport holder's country of domicile origin. However, such costs are also to be capped at the GYH(O) allowance for the country in which the Service person is assigned. Service personnel may not use GYH(O) in the same 12 monthly period as DOMCOL (**JSP 760 – Tri-Service Regulations for Leave and Other Types of Absence** refers). SP who are dual nationals must record their dual nationality status on JPA to provide an accurate record. This record will be used to confirm eligibility for the conditions laid out in 09.1118.

**09.1119. Reverse Travel.** Service personnel based overseas may not transfer their GYH(O) entitlement to allow visits to the overseas duty station as this is inconsistent with the aim of this allowance (see paragraph **09.1101**).

## Method of Travel

**09.1120. Travel Arrangements.** Personnel are responsible for their own travel arrangements. Service flights (other than as in paragraph **09.1121b**) are not normally to be used for GYH(O) travel. Where however an Air Trooping (AT) flight is available, and the Service person and their accompanying immediate family wish to use the AT flight, they may do so. In these circumstances no refunds will be made for the air travel but terminal travel refunds in accordance with paragraph **09.1122** may still be claimed. Service arranged tickets are not to be issued for GYH(O) journeys. Depending on the methods of travel used for the GYH(O) journey, refunds of actual expenses are permitted within the financial reimbursement limits explained at paragraph **09.1121**.

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<sup>2</sup> This includes dual nationals as defined in footnote 1.

## Reimbursement Limits

**09.1121. Reimbursement Limits - Flights.** Eligible Service personnel will be reimbursed as follows:

- a. **Civil Air Flights.** Service personnel will be reimbursed the actual costs for the civil air fares<sup>3</sup> for a standard economy return flight to the UK from the local International Airport, up to the published MOD Flight Allowance for the country in which the Service person is assigned. Where a direct flight is not available<sup>4</sup> and a break in the journey is unavoidable, Service personnel are to book the next available connecting flight to the UK.
- b. **Service Flights.** Where Service flights are provided because there is no reasonable alternative (e.g. Falkland Islands and the Ascension Islands) or where the Service person and their accompanying immediate family choose to take an available AT flight (see paragraph **09.1120**), there will be no cost to the Service person for the flight and hence no refund for this element of the GYH(O) journey. A specific additional MOD Flight Allowance will be published for Diego Garcia to cover the cost of the US Air Force Charter aircraft to Singapore when used for GYH(O) travel.
- c. **Indulgence Flights.** Service personnel who arrange indulgence passage flights for GYH(O) travel will be paid the actual costs of their Service indulgence flights. Where a lack of seat availability means a full civil airfare is required to complete the journey, the actual cost of the journey, up to the published MOD Flight Allowance for the embarkation country multiplied by the number of eligible immediate family members travelling, will be refunded.
- d. **Subsistence.** It is recognised that Service personnel and their families permanently assigned overseas can sometimes be subject to long journeys and/or unavoidable long layovers during GYH(O):
  - (1) **Unavoidable long layovers.** Certain countries<sup>5</sup> are subject to an unavoidable, long layover that requires an overnight stay in the vicinity of a connecting airport whilst travelling to and/or from the overseas duty station and the UK. SP permanently assigned to countries listed in this instance are authorised to claim one night's subsistence. This includes night and day subsistence for the SP and all eligible family members. This claim is above and separate to, the GYH(O) flight cap limit.
  - (2) **Long journey time.** In addition, where Service personnel (globally) can reasonably prove that their total journey time from duty station to their qualifying GYH(O) address (and vice versa) exceeds 24hrs (via the most economical and direct/reasonable route), they will be permitted to claim one night's subsistence (subject to CoC authorisation). This includes night and day subsistence. Unit HR are to satisfy themselves that this stands up to scrutiny and the CoC must make a decision in all cases. SP are not to

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<sup>3</sup> This may include reasonable expenditure for incidentals such as luggage, meals & seating charges.

<sup>4</sup> Where possible stopovers in the overseas destination must not exceed 24hrs as it is expected that a flight to the UK will exist in the timeframe.

<sup>5</sup> Belize and New Zealand.

engineer journeys in order to enable one night's subsistence but where it is deemed reasonable to support SP and their families, the CoC can make a judgment in order to provide authority for subsistence. This claim is above and separate to, the GYH(O) flight cap limit.

**09.1122. Reimbursement Limits - Terminal Travel.** Reimbursement for terminal travel may be made as follows:

- a. Where the terminal travel is made by rail, civil air, bus coach or taxi, or a combination of any of these forms of transport, the refund of actual terminal travel costs in both the country of embarkation and in the UK will be made within the following reimbursement limits. Reimbursement will be limited to the value of the notional return road journeys between the duty station and the closest international airport<sup>6</sup>, and between the UK arrival airport and the qualifying address, at the Motor Mileage Allowance (MMA) multiplied by the number of eligible immediate family members travelling. Overseas MMA rates apply for travel conducted in overseas locations. For example, where the Service person and 3 eligible immediate family members travel, the terminal travel entitlement will be capped at 4 times the MMA for the notional road return terminal travel at each end of the GYH(O) journey.
- b. Where the terminal travel is made by private vehicle, including a privately hired vehicle, (but see paragraph **09.1123**) reimbursement will be 1 x MMA (regardless of number of family members travelling) for the actual return journey(s) between the duty station and the closest international airport, and/or between the UK arrival airport and the qualifying address. Overseas MMA rates apply for travel conducted in overseas locations.
- c. **Car Parking.** Where terminal travel is made by private vehicle in the country of embarkation, standard parking charges (for the duration of a GYH(O) period) experienced at the airport of embarkation are permitted to be claimed as actuals. Premium/valet services are not permitted as an expense. This claim is above and separate to, the GYH(O) flight cap limit.

**09.1123. GYH(O) Journeys Undertaken by Road, with a Ferry/Eurotunnel or Eurostar Crossing, in lieu of Air.** For those serving in mainland Europe, GYH(O) journeys may be undertaken by motor vehicle and ferry/Eurotunnel or Eurostar. For those wishing to undertake GYH(O) travel in this manner, the costs to be refunded are the lesser of the following:

- a. MMA at UK rates for the return journey between the duty station and the UK leave address plus the actual costs for the ferry/Eurotunnel or Eurostar element of the journey; or,
- b. The published MOD Flight Allowance for the embarkation country multiplied by the number of eligible personnel travelling plus MMA for the notional return road journey between the duty station and the closest international airport<sup>7</sup> and the notional return journey between the UK arrival airport and the qualifying leave address. For this method of travel the terminal travel element is not to be multiplied

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<sup>6</sup> Where a flight (direct or indirect) to the UK exists or can be booked.

<sup>7</sup> Where a flight (direct or indirect) to the UK exists or can be booked.

by the number of eligible immediate family members travelling as it is assumed they will all be in the same vehicle.

For example, where the Service person and 3 eligible immediate family members travel by car and Eurotunnel they will be entitled to actual costs for the car and Eurotunnel fare(s) plus fuel costs up to the total of 4 times the MOD Flight allowance, plus terminal travel for the notional return journey between the duty station and the closest international airport and the notional return journey between the UK arrival airport and the qualifying leave address at MMA rates. Costs incurred for congestion charges or parking during such journeys are not admissible. Additional MMA is not admissible for any longer distance necessary to detour round the congestion charge zone.

## Rates

**09.1124. MOD Flight Allowance Rates.** The MOD Flight Allowances are calculated by AF Rem Allces using commercial data provided by Employment Conditions Abroad (ECA) and are recalculated three times per year before each major holiday season – Summer, Christmas and Easter. Rates are based upon an average of economy class airfares including baggage and are informed using data from airports with the most international traffic. CDP(AF Rem) Allces publish the MOD Flight Allowances for each country in April and October each year. The current MOD Flight Allowances are also at **Chapter 3 Section 1.**

## Method of Application/Advances/Claim

**09.1125. Method of Application/Claim.** Applications for GYH(O) journeys should be made by the Service person using the JPA on-line self-service system (Self Service Journey Claim). Service personnel should submit one claim per family member travelling. Individual claims may be submitted up to the value of the published MOD flight allowance. Service personnel are not permitted to amalgamate multiple claims.

**09.1126. Advances.** Service personnel eligible to claim GYH(O) may claim an advance of up to 100% of the anticipated GYH(O) entitlement, including terminal travel, for themselves and their accompanying eligible immediate family members up to 90 days prior to travel. The advance must be cleared by claiming for the GYH(O) journey travel costs on JPA within 31 days of the anticipated return from the period of leave for which the GYH(O) advance was paid. If not cleared by the Service person within those 31 days the advance will be recovered from the Service person's salary. The process governing advances for GYH(O) is illustrated at **Annex A.**

### **09.1127. Claims Prior To Travel for Flight Ticket Values Totalling over £1,000.**

Where the sum total of the Service Person's annual GYH(O) claims exceed £1,000, they have the option to receive an advance of pay iaw JSP 752 **07.0506e** or may submit a claim on JPA prior to travel. Personnel are permitted only to claim for themselves and immediate accompanying family (see paragraph 09.1106). For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR who are to check the claim before the claim being transferred to a JPA Form F016a and submitted to JPAC for input. Service personnel are required to submit evidence of their travel having been undertaken for their own and their immediate family's GYH(O) journeys to unit HR following completion of the GYH(O) journeys. Such evidence, which may be boarding passes or other evidence which substantiates the journey having been undertaken, is also to be retained for a minimum of 24 months from the date of completion

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

of the GYH(O) journey and produced for audit as required. Where the total value of the claim is £2,000 or more the claim will be subject to an enhanced audit process. The process governing these claims is illustrated at **Annex A**.

**09.1128. Claims Following Completion of Travel<sup>8</sup>.** Claims for refunds of GYH(O) entitlement travel costs will be paid retrospectively following the submission of a claim using the JPA Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before the claim being transferred to a JPA Form F016a and submitted to JPAC for input. Claims are normally to be submitted within 14 days of completion of the GYH(O) journey in order to ensure that costs are attributed to the correct assignment year. Service personnel are required to retain evidence of their travel expenditure for their own and their immediate family's GYH(O) journey to substantiate their claims. Such evidence, which may be travel tickets or similar documentation, is to be retained for a minimum of 24 months from the date of submission of the claim and produced for audit as required. Where an advance has been issued, a claim will clear the advance, up to the value of the claim.

## Method of Payment

**09.1129. Method of Payment.** All Claim entitlements for GYH(O), irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

Annex:

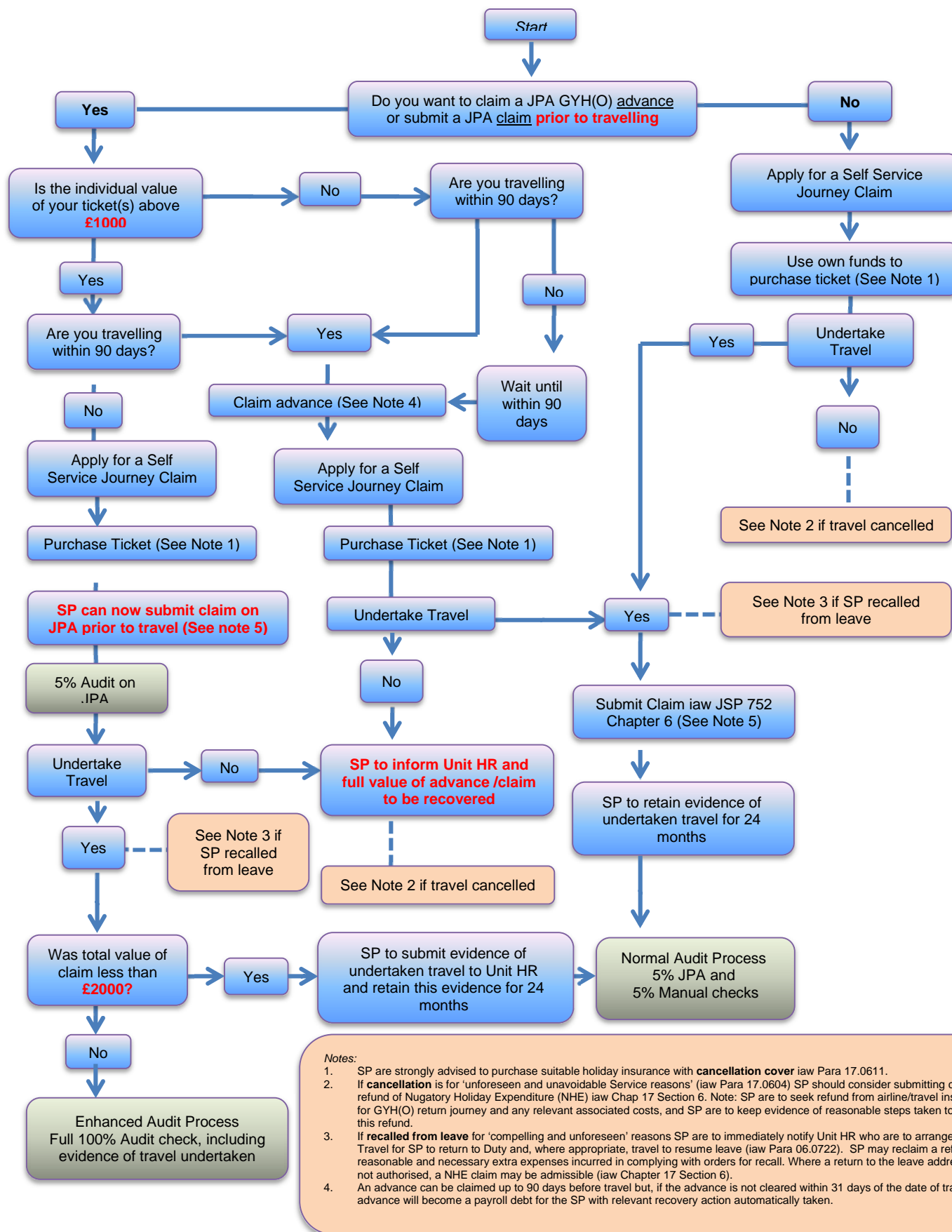
A. Get You Home (O) Allowance/Assurance Process

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<sup>8</sup> When the GYH(O) rate differs from the date of booking and the actual date of flying, the SP is to be reimbursed the rate at the time of the booking

## Annex A to Section 11 of Chapter 9

**Get You Home (O) Allowance/Assurance Process** (to be read alongside JPA BPG's IN506013, IN506024 and IN906036)





# Chapter 9 Section 12 – Overseas Loan Service Allowance (Formerly Loan Service Pay)

## General

**09.1201. Aim.** The aim of Overseas Loan Service Allowance (OLSA) is to provide recompense for the unique challenges faced by those serving in Loan Service appointments. OLSA seeks to target the specific challenges faced in each of the Loan Service areas throughout the world, thereby encouraging suitable personnel to volunteer for Loan Service. The challenges vary and include: living and working conditions, environmental conditions and the security of accompanying families. As the challenges faced by those on Loan Service change, the amounts of OLSA can increase or decrease.

**09.1202. Other Relevant Regulations. JSP 468** (The Joint Service Manual for the Loan and Secondment of Personnel to Commonwealth and Foreign Forces) deals with this subject in greater detail. The cost of living aspects of overseas posts are met separately through Local Overseas Allowances (see **Section 6** of this Chapter).

**09.1203. Income Tax and National Insurance Contribution (NICs).** OLSA attracts a personal liability for Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility

**09.1204. Eligible Service Personnel.** Service personnel who have been accepted for a Loan Service Post, as defined by the MOD Directorate of Military Strategic Planning (DALSC-CP DS), will be eligible to receive OLSA. It is normally payable in respect of assignments of longer than 12 months; payment for periods of between 6 and 12 months will be payable only after authority has been granted by DALSC-CP DS via the DBS MIL PERS-MIL OPS PACCC.

## Entitlements

**09.1205. Duration of Entitlement.** OLSA commences on the date of arrival in theatre and continues, with the exceptions shown, throughout the Service person's loan service assignment, including periods of temporary duty, holiday or sick absence outside the normal area of operation. OLSA ceases on the day before the date of departure. OLSA is not admissible for relocation or during any leave taken on completion of Loan Service, or during periods of terminal or invaliding leave granted on the termination of the qualifying assignment. It is important therefore, that those on Loan Service make full use of their leave entitlement whilst on the assignment for which OLSA is paid.

**09.1206. Alternative Working Arrangements.** If a SP conducts AWA away from the Overseas Loan Service location OLSA will cease.

**09.1207. Effect on Other Allowances.** All Loan Service personnel remain eligible for UK Service Allowances as described in this JSP. Some allowances, such as motor



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mileage and rates of subsistence, may also be governed by the Memorandum of Understanding (MOU) with the host country.

**09.1208. Death in Service.** If the Service person dies, entitlement to OLSA will continue for the accompanied widowed spouse, surviving civil partner and/or dependent child(ren) until the date that they permanently leave the overseas area for which OLSA was paid.

## Rates

**09.1209. Method of Calculation.** OLSA countries are divided into OLSA Bands. The Band for each country (or area within a country if the circumstances are different) is determined by a Board, chaired by DALSCP-OS-DSLS, that sits every other year. Senior British Loan Service Officers (SBLSO) may request a review of the OLSA Band at any time if changes in the local conditions prevail or the Board determine the need to conduct an out of sequence review. The Board is informed by information from a variety of sources including expert knowledge from within MOD and those serving within the countries concerned. The amounts paid within each OLSA Band are based on percentages of basic pay (i.e. a different percentage is applied to each OLSA Band). The percentage set is subject to review by the OLSA Board at least once every 5 years. The Board may move a country, or area within a country, to a higher or lower Band when they conduct their periodic reviews.

**09.1210. Variation in Daily Rates of OLSA.** OLSA personnel should particularly note that the OLSA Band and hence their daily rate of OLSA, can go down as well as stay the same or go up.

**09.1211. Rates for each OLSA Band.** Rates for each OLSA Band are adjusted each year in line with the annual pay award for the UK Armed Services to ensure the amount paid stays at the pre-set percentage of basic pay. The annual pay award for the UK Armed Services is recommended by the Armed Forces Pay and Review Body to the Secretary of State for Defence. The OLSA Bands and Rates are published in the annual CDP(AF Rem) Allces Directed Letter "Annual Pay Review - Revised Allowance Rates for the RN/RM, the Army and the RAF" for implementation from 1 April each year. The Bands and Rates are also published in the annual Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are at **Chapter 3 Section 1**.

## Method of Claim

**09.1212. Method of Claim.** Claims are to be processed in accordance with the procedures in **JSP 468**.

## Method of Payment

**09.1213. Method of Payment.** Payment will be made monthly in arrears through the Service person's salary.

## Chapter 9 Section 13 – Provision of Passports and Visas at Public Expense Amended/Updated

### General

**09.1301. Aim.** To provide Service Personnel travelling on official journeys, and their dependants who are eligible to travel at public expense, with the necessary identity documentation, and to ensure that those requiring UK visas are not disadvantaged (or advantaged) by virtue of living outside the UK.<sup>1</sup>

**09.1302. Entitlement. Amended/Updated.** Reimbursement of costs for passport and visa renewal is restricted to those Service personnel, and dependants who are posted to, or due to undertake temporary duty, overseas or those already serving overseas. [2023DIN01-083](#) (MOD Provision of Passports for Service Personnel, MOD Civilians and their dependants living in the UK) details eligibility.

**09.1303. Provision of Passports. Amended/Updated.** Passports will be publicly funded for Service Personnel and their eligible dependants, who require passports to travel on official journeys at public expense for an overseas assignment, to undertake temporary duty overseas, or those already serving overseas. In order to meet Host Nation immigration regulations whilst on an overseas assignment, there is a requirement for all Service Personnel (including non-UK personnel) and their eligible dependants to maintain a valid passport. Therefore, regardless of nationality and whilst on an overseas assignment, all Service Personnel and their eligible dependants are eligible for reimbursement of passport renewal fees. Initial application for newborn dependants, born overseas, will also be reimbursed. Reimbursement of costs will not be made for replacement passports due to loss or mutilation. Reimbursement of costs for passport renewal does not include premium services, such as document checking or a surcharge for priority applications (unless a priority application is made for Service reasons, such as a short-notice assignment, when a routine application would not meet travel deadlines).<sup>2</sup>

**09.1304. Visa.** When serving overseas, eligible dependants require a UK Limited Leave to Enter (LLE) visa/visa issued under Appendix Armed Forces to enable entry into the UK (to support routine travel and enable emergency activity such as medical, welfare and compassionate travel). If an eligible dependant requires a UK visa to be renewed while they continue to be resident overseas at public expense, then the cost of UK visa renewal can be reimbursed at public expense. Costs for UK visa renewal for dependants who are resident in the UK at the point at which their current UK visa expires are not to be publicly funded (unless stated under specific conditions in this chapter). Reimbursement of costs

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<sup>1</sup> In order to meet Host Nation immigration regulations whilst on an overseas assignment, there is a requirement for all personnel (including Non-UK) and their dependants to maintain a valid passport. Therefore, regardless of nationality and whilst on an overseas assignment, all personnel and their dependants are eligible for a refund of passport renewal fees (not replacement due to loss or mutilation) and initial applications for newborns. Reimbursement of costs for passport renewal is restricted to those Service personnel who are posted to, or due to undertake temporary duty, overseas or those already serving overseas.

<sup>2</sup> [2023DIN01-083](#) and [2023DIN01-084](#)

for visa renewal does not include premium services, such as document checking or a surcharge for priority applications (unless a priority application is made for Service reasons, such as a short-notice assignment, when a routine application would not meet travel deadlines or undue delay via external agencies threatens the overseas assignment timeline). Costs associated with renewing a UK visa are to be met at public expense.

a. Admissible expenses include:

- (1) Cost for renewal of their LLE visa (including scenarios where the LLE is due/anticipated to expire when on overseas assignment),
- (2) Travel to/from country of residence to an appropriate biometric testing facility,
- (3) Biometric testing/submission,
- (4) Cost of a 'vignette' to travel to the UK to collect their Biometric Residency Permit (BRP).
- (5) Costs associated when a BRP expires when on overseas assignment, such as application costs. Travel is covered in para 7 below.
- (6) Return travel within the UK in pursuit of visas required to enable an overseas assignment. This includes necessary travel for one parent to accompany a child.
- (7) Return travel to the UK to maintain validity of a visa whilst on an overseas assignment. Expiration of a visa during the overseas assignment must be proven to allow funded travel. This includes travel associated with BRP renewals/replacements. This also includes necessary travel for one parent to accompany a child<sup>3</sup>.
- (8) A maximum of one night's subsistence for dependents, based on travel required, as stipulated above in paras (6) and (7)<sup>4</sup>.

b. Inadmissible expenses:

- (1) Reimbursement of costs for UK visa renewal whilst resident in the UK (unless as stated above, ie upon receipt of overseas assignment order),
- (2) Travel and subsistence to collect and cost of any visa, where renewal is a personal choice, this includes those choosing to move from an old vignette to BRP.
- (3) First-time UK LLE visas and associated travel for eligible dependants (Less Gurkha SP who are covered by local policy)

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<sup>3</sup> All reasonable opportunities, prior to overseas assignment, to extend an LLE (publicly funded as outlined in (1)), must be sought to prevent unnecessary journeys to collect BRPs or other Visa related documents whilst on overseas assignment. Where an extension of LLE is judged to delay an overseas assignment, the SP may choose to extend whilst on overseas assignment.

<sup>4</sup> Travel and subsistence support in pursuit of Visas is to be undertaken via the most economical and cost-effective route. Collection of BRP is to be via the closest available post office collection site to the UK port of entry, unless making local arrangements with family for travel and subsistence proves more economical.

**2015DIN01-130** (Family Migration Rules for UK Armed Forces family members who are Non-British) contains further details.

**09.1305.** The minimum visa requirement for the UK is a 5 year LLE visa. The standard cost of this specific visa may be put towards equivalent settlement visa where entitlement and appetite exists.

**09.1306. Overseas visas.** Some countries will require SP and their eligible dependants to obtain a visa to travel to and reside in that country. Overseas visas will be publicly funded for Service Personnel and their eligible dependants, who require visas to travel to other countries on official journeys at public expense for an overseas assignment, to undertake temporary duty overseas, or renewal for those already serving overseas.

**09.1307 Application for first-time UK visas.** Applications for first-time UK LLE visas for eligible dependants, where the SP has married or entered into a civil partnership with a non-UK national while serving overseas, are to be funded at private expense. This is in line with first-time applications from country of origin to join the SP serving in the UK or transiting via the UK to where the SP is serving. All costs associated with obtaining a first-time UK visa are to be met at private expense.

**09.1308. Passports for Foreign Born Spouses.** Where an overseas post requires Diplomatic and Administrative and Technical (A&T) accreditation status, necessitating a Diplomatic or Official Passport for the duration of an assignment i.e. for a DA and their foreign born spouse, the case should be forwarded to the Defence Attaché Loan Service Centre (DALSC) for budgetary approval by DALSC-CP DS/HOCs Fin.

**09.1309. Method of Payment:** The actual costs of passports and visas are normally paid by ePC, in exceptional circumstances payment can be made from the unit COM account.

**09.1310. Income Tax and National Insurance Contributions.** In accordance with ITEPA 2003 Section 299. The provision of passports and/or visas to Service personnel, and in certain circumstances to accompanying dependants, has an Income Tax and NICs liability as follows:

- a. There is no liability for Income Tax and NICs when Service personnel are provided with a new, renewal or replacement passport and/or visa, and travel to a country which requires a valid passport and/or visa, within 6 months of a passport and/or visa being provided at public expense.
- b. There is a liability for Income Tax and NICs when Service personnel are provided with a new, renewal or replacement passport and/or visa and do not travel to a country which requires a valid passport and/or visa within 6 months of purchase at public expense. This liability will be met by MOD and paid centrally by DBS under a PSA. To limit this liability, passports and/or visas are, where possible, only to be purchased where overseas travel requiring the passport and/or visa within the next 6 months is expected.
- c. The immediate family of Service personnel are only provided with a passport and/or visa at public expense when they have an entitlement to travel at public expense to a country that requires them to hold a valid passport and/or visa. It is envisaged that as passports and/or visas provided for dependants at public expense will only be

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purchased when their use within 6 months of procurement is confirmed, there will therefore be no liability for Income Tax or NICs.

d. There is a liability for Income Tax and NICs for visas that are provided at public expense for Non-UK British Service personnel and their accompanying dependants to enable them to enter the UK during UK-based assignments. This liability will be met by MOD and paid centrally by DBS under a PSA.

#### **09.1311. Regulations And References.**

a. JSP 800 Volume 2 Part 2 Chap 14 (Defence Movement and Transportation Manual).


# Chapter 9 Section 14 – Ex Gratia Payments in lieu of Maternity Allowance

## General

**09.1401. Aim.** To pay the equivalent of Maternity Allowance to Service personnel whose spouses/civil partner accompany them overseas to countries where there is no reciprocal maternity arrangement and would have otherwise been entitled to receive the Maternity Allowance had they remained in the UK.

**09.1402. Method of Payment:** Payment once authorised by the Department for Works and Pensions is paid at the actual equivalent costs of Maternity Allowance All payments to personnel overseas are normally paid direct from the unit Imprest/Public account.

**09.1403. Income Tax and National Insurance Contributions.** In accordance with ITEPA 2003 Section 299 Compensation for loss of National Insurance Benefits are non-taxable.

**09.1404. Regulations And References.** Rules on the entitlement to Maternity Allowance are governed by the following DIN:  **2023DIN01-043** (MOD Ex-Gratia Payments in Lieu of Maternity Allowance).

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### Allowances

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# Chapter 10 Section 1 – Longer Separation Allowance Amended/Updated

## General

**10.0101. Aim.** The aim of Longer Separation Allowance (LSA) is to support and improve retention by compensating those personnel experiencing separation over and above that compensated for by the X-Factor element within basic pay. As a general principle, it is paid at increasing amounts in order to target those who experience the most separation throughout their service. Payment of the allowance recognises the disadvantages of separation caused when return to the duty station at weekends/stand-down is precluded by either the nature or location of the duty. It also provides some support for those who are voluntarily separated from their immediate family.

**10.0102. Income Tax and National Insurance Contributions (NICs).** LSA attracts a personal liability for Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Definitions

**10.0103. LSA Specific Definitions.** For the purposes of this allowance:

- a. **Involuntary and Voluntary Separation.** The definitions of Involuntary Separation (INVOLSEP) and Voluntary Separation (VOLSEP) are in **Chapter 2 Section 1 Annex B**.
- b. **Family Home.** The definition of family home is in **Chapter 2 Section 1**.
- c. **Permanent Residence.** The definition of permanent residence (for a single Service person) is in **Chapter 2 Section 1**.
- d. **Duty Station.** The definition of duty station is in **Chapter 2 Section 1**.
- e. **Qualifying Separation (QS).** Qualifying Separation (QS) is defined as 7 consecutive days or more INVOLSEP that is taken at a location that precludes return to the duty station, family home or permanent residence during normal stand down periods (e.g. weekends).

For eligibility for personnel

- on board sea-going qualifying vessels see sub-paragraph **10.0103e(2)**.
- serving under Field Conditions see sub-paragraph **10.0103e(3)**.
- for those in On The Road (OTR) posts see paragraph **10.0114**.

QS does not start to accrue for new entrant officers until completion of initial officer training at the appropriate single Service officer training college BRNC, RMAS or RAF College Cranwell.

For new entrant non-commissioned ranks, LSA starts to accrue after 26 weeks of

Service (on the move from new entrant rate of pay to basic pay level one or higher) or on completion of Phase 2 training, whichever is the earlier.

For Service personnel commissioned from the ranks and undergoing Phase 1 training or re-joiners who are undergoing Phase 1 training see paragraph **10.0125**.

A Service person will be deemed to be undertaking QS if they are:

- (1) On temporary duty for a period of 7 consecutive days or more and are unable to spend a minimum period of 24 hours at their duty station, family home or permanent residence within a weekend (or period of time off in lieu) due to the nature or location of the temporary duty.
- (2) Permanently assigned to or embarked for a continuous period in excess of 7 days onboard a Seagoing LSA Qualifying Unit (SLQU) (see definition at **Chapter 2 Section 1**) where the requirement to complete 7 consecutive days or more separation is waived and LSA is payable from the 1<sup>st</sup> day of qualifying separation, but only for periods whilst the Service person is:
  - (a) At sea.
  - (b) Alongside in ports outside the UK Theatre.
  - (c) At anchor or a buoy in UK waters.
  - (d) Alongside in UK ports other than a ship's Base Port for periods not exceeding 14 days.
  - (e) A member of a submarine nuclear propulsion watch when nuclear safety regulations require the maintenance of sea watches alongside, including in Base Port.

In all of these circumstances entitlement to LSA will cease during periods that a Service person returns to the family home or permanent residence. Where ships visits, programmed to complete within 14 days, are extended, entitlement to LSA will cease immediately. LSA will not be paid when alongside in Base Port. It will also not be paid during visits to other UK ports for periods of 15 days or more, as seagoers are likely to become eligible for GYH (Travel) at this point (see **Section 4** of Chapter 7).

- (3) Serving on a period of temporary duty of 24 hours or more away from a permanent duty station where Field Conditions for both Food and Single Living Accommodation have been declared in accordance with the regulations contained within JSP 754 and JSP 464. In these circumstances the requirement to complete 7 consecutive days or more separation is waived and LSA is payable from the 1<sup>st</sup> day of qualifying separation. The application of Field Conditions on each day is based on the situation at 0300 hours and is to apply to complete periods of 24 hours from midnight to midnight.
- (4) Serving on an exchange assignment in a ship which corresponds to the definition of an SLQU (see **Chapter 2 Section 1**). They will be allocated an

appropriate overseas Base Port which will equate to a UK Base Port. Entitlement to LSA and other separation allowances are as detailed in paragraph **10.0103e(2)**.

(5) Admitted as an in-patient to hospital or Rehabilitation Centre for a period of 7 consecutive days or more where the nature of the treatment precludes travel to the permanent duty station, family home or permanent residence during normal stand down periods (e.g. weekends), unless they are in receipt of LSA on the day that they are admitted, in which case QS continues without a break.

(6) Permanently assigned to a designated LSA payment area (see paragraph **10.0111**).

(7) Permanently assigned to a designated OTR post and temporarily absent on duty for 4 or more, but less than 7 days (see paragraphs **10.0113** to **10.0116**).

(8) Already qualified for LSA and then opting to serve unaccompanied for the duration of a permanent assignment to a different Theatre from the family home (see paragraphs **10.0117** to **10.0122** for further clarification).

(9) When a Survey or Patrol Vessel using a 3 Watch Crewing (3WC) construct is conducting a maintenance period away from Base Port LSA can remain in payment where the following is applied:

(i) The vessel will maintain a 3WC construct throughout the maintenance period which is certified by the Commanding Officer of the unit. Certification by the CO must be forwarded to RN Rem Hd<sup>1</sup> for approval. Application should be made not less than 2 months prior to the commencement of the maintenance period. Displaced emergency docking periods excepted.

(ii) Leave, including weekend and night leave, to a return home address, will not be granted other than in the course of the standard 3WM rotation. Where an individual is detached from the unit or leave is granted (not iaw the 3WC rotation) LSA will cease in accordance with paragraph **10.0112** and the **Allowances Absences Matrix at Chap 2 Section 3**.

(iii) Accrual of GYH(S) will continue, though use is restricted iaw standard LSA regulations. There is no entitlement to GYH(T) during the maintenance period as LSA is in payment.

(10) Undertaking 7 consecutive days or more on Quick Reaction Alert (QRA) duties in support of OP ADANA at a permanently or temporarily assigned unit, confined to the secure QRA compound without access to the wider duty station.

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<sup>1</sup> Via NAVY NPS-PPA 1 SO2

## Eligibility

**10.0104. Eligible Service Personnel.** Service personnel (irrespective of PStat Cat) will be eligible for payment of LSA if they satisfy the specific eligibility criteria for any one of the following 3 types of separation:

- a. Involuntary Separation (INVOLSEP) (see paragraphs **10.0108** to **10.0112**).
- b. Separation in On The Road (OTR) posts (see paragraphs **10.0113** to **10.0116**).
- c. Voluntary Separation (VOLSEP) (see paragraphs **10.0117** to **10.0122**).

**10.0105. Reserve Forces Personnel.** Members of the Reserve Forces, but not Cadet Force Adult Volunteers, will be eligible for LSA in line with their Regular counterparts (but see paragraph **10.0107h**). Reservists are eligible for LSA if they are serving under the terms of Section 24 (FTRS) and Section 25 (ADC) of RFA 96.

**10.0106. Gurkha<sup>2</sup> Separation.** As a consequence of the Gurkha Married Accompanied Service (GMAS) policy which provides accompanied service for all married Gurkhas who have at least 3 years service, Married unaccompanied Gurkhas in their first 3 years of service will automatically be granted Involsep status for the purpose of claiming LSA. Those married unaccompanied Gurkhas with more than 3 years service who elect to serve unaccompanied will therefore be granted Volsep status whilst their spouses remain in Nepal.

## Ineligibility

**10.0107. Ineligible Service Personnel.** Service personnel will be ineligible to receive LSA when:

- a. In receipt of Get You Home (GYH) Travel allowance for the same period of separation. However, entitlement to GYH (Early Years) (GYH(EY)) and the accumulation of GYH (Seagoers) (GYH(S))/GYH(S) Additional Journeys is unaffected by payment of LSA. LSA ceases for the period a GYH(EY), GYH(S) or GYH(S) Additional Journey is undertaken.
- b. Serving UnAcc on a tour of duty in MOD London, or UnAcc within Permanent Joint Headquarters (PJHQ) Northwood, classified as INVOLSEP. These Service personnel will, however, be eligible if, during their assignment, they go on temporary duty away from MOD London or PJHQ and meet all other LSA entitlement criteria. Those serving UnAcc on a tour of duty in MOD London or UnAcc within PJHQ Northwood in posts classified as INVOLSEP, whose immediate family still reside in their former<sup>3</sup> overseas theatre, will however receive LSA Level 1 for VOLSEP if they meet the eligibility criteria conditions (see paragraphs **10.0117** and **10.0118**).
- c. On any period spent away from an individual's permanent duty station for the purposes of sport or sponsored or organised recreational activities.

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<sup>2</sup> This paragraph does not apply to Former Gurkhas that have transferred to UKTAP.

<sup>3</sup> Assignment immediately prior to taking up post.

- d. On any period spent away from an individual's permanent duty station to participate in expeditions or adventurous training. However enablers (instructors, drivers, chefs etc) whose attendance is solely to facilitate the activity and without whom the activity could not take place will be regarded as being on Temporary Duty and may claim LSA, subject to them meeting all other eligibility criteria. Enablers who participate in any activity under instruction or supervision are ineligible for the payment of LSA for the entire period.
- e. On VOLSEP the Service person and spouse/civil partner are in adjoining Theatres and the family home is within 50 miles of the permanent duty station.
- f. The Service person occupies the family home at the permanent duty station and the spouse/civil partner and/or dependant children are absent from the family home.
- g. The Service person is in detention, imprisoned, absent without leave or temporarily reassigned for administrative reasons. If, however, a Service person or their spouse/civil partner is held in custody pending investigation or disposal of a charge, the Service person remains entitled to receive LSA provided all other criteria continue to be met.
- h. They are Volunteer Reserves undertaking periods of training under the terms of Section 22 (Obligatory Training) or Section 27 (VTOD) of RFA 96 except where participating as an enabler to expeditions or adventurous training under the terms of **10.0107d**.
- i. They are Medical, Dental or University cadets, Defence Bursars and Foundation Year 1&2 Doctors.
- j. Army recruits under Phase 2 Training who, due to course structures, cannot be said to have a permanent Duty Station.
- k. On any period spent away from an individual's permanent Duty Station when undertaking Remote Working (RW) in accordance with JSP750 - Centrally Determined Terms of Service.

## Involuntary Separation (INVOLSEP)

**10.0108. Eligibility.** Service personnel involuntarily separated (irrespective of PStat Cat) will be eligible for payment of LSA. Payment of LSA will start from the first day of QS.

**10.0109. LSA Levels.** Service personnel will be paid LSA Level 1 for their first 280 days of QS. Qualification for the next LSA levels will require further multiples of 180 days of QS, up to and including level 13 when the multiples increase to 360 days.

**10.0110. Service Couples.** Where partners of a Service marriage or civil partnership, including marriage to a member of the Civil Service, are not collocated and are required to serve on permanent assignments in different countries (with the UK being considered as one country as per 02.0166, and the home base), the partner nominated as serving away from the family home (PStat Cat 5s/c) will be deemed to be INVOLSEP and therefore eligible to claim LSA at whatever level their personal accumulated QS dictates. The Service spouse/civil partner deemed to be occupying the family home will not be entitled to



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

LSA for the period of separation. If both partners are absent from their permanent duty station on qualifying temporary duty then both are eligible for LSA, at whatever level their personal accumulated QS dictates, even if they are collocated or in the same country.

**10.0111. Designated LSA Areas. Amended/Updated.** Single personnel and those serving UnAcc who are assigned on a permanent basis (i.e. for more than 6 months) to one of the designated LSA areas detailed below, will be entitled to claim LSA from Day 1 of the permanent assignment.

- a. Ascension Island<sup>4</sup>.
- b. Belize.
- c. Diego Garcia.
- d. The Falkland Islands (see footnote 4).
- e. Assignments in certain other areas in support of UN or national operations (eligibility is to be confirmed by CDP(AF Rem) Allces on a case-by-case basis).

**10.0112. Cessation of Entitlement.** Personnel in receipt of LSA on INVOLSEP service terms will cease to be entitled to the allowance from:

- a. The 1<sup>st</sup> day they cease to meet the eligibility criteria.
- b. The 1<sup>st</sup> day of any period taken as part of the Service person's Individual Leave Allowance (ILA) including, the Annual Leave Allowance (ALA), seagoers' leave, bank holidays and absence during normal stand down periods (e.g. weekends), during the period of separated service, where they are able to return to the duty station, family home or permanent residence.
- c. The 1<sup>st</sup> day away from an Operational area where there is an entitlement to the Deployment Welfare Package (Overseas) and any Rest and Recuperation (R&R) is spent at their permanent duty station, family home or permanent residence. If, however, the R&R is taken locally in the temporary assignment or overseas Theatre and they are not joined by their immediate family, entitlement to LSA will not be affected.
- d. The 1<sup>st</sup> day of any absence from the location for which LSA is being paid, in which case their circumstances and entitlement to LSA will be reassessed by the unit HR admin staff.
- e. The 1<sup>st</sup> day of any period that pay is not in issue and for periods for which pay is subsequently forfeited.
- f. The 1<sup>st</sup> day of terminal leave.
- g. The end of the last day of duty at the separated service location.

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<sup>4</sup> Those assigned on a continuity tour to BFSAI unaccompanied, will also be eligible to receive the field condition rate of LOA.

- h. The end of the last day of official duty at a temporary duty station which gave an entitlement to LSA, when the move to the next duty station is delayed for personal reasons.
- i. When assigned to a SLQU, LSA will cease on arrival in the Base Port, or other UK port when visiting for periods of 15 days or more. GYH Travel will normally be paid from the date of arrival in UK ports other than the Base Port. The last payment of LSA will be made on the day before arrival. LSA will re-start on the day the SLQU sails from the port.
- j. When a SLQU visits a port, other than its Base Port, and this is coincidentally where the Service person's family home is located, LSA will cease on any day that the Service person goes home.
- k. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to LSA is appropriate.

## On The Road (OTR) Posts

**10.0113. General.** An OTR post for LSA purposes is one which has an established and continuing requirement for frequent, regular and repeated absence in consecutive periods of at least 4 days (defined as 96 hours) but less than 7 days, totalling at least 55 days in a 6-month period. The list of current authorised OTR posts is held by the DBS MIL PERS-MIL OPS PACCC. Once authorised a post will be subject to annual review by the PACCC. To enable this formal review, units are to submit casework prior to the anniversary of the date the post was granted OTR status. In all cases (either initial or review), casework submitted to the PACCC must include a completed **Annex A** to this section, evidence of both the last year's separation and a forecast of the continued separation.

**10.0114. Eligibility.** Service personnel serving in an OTR post (irrespective of PStat Cat) will be eligible for payment of LSA for periods of separation from the permanent duty station at least 4 days (defined as 96 hours), but less than 7 days, totalling at least 55 days in each successive 6-month period throughout their tour of duty. Payment for these periods will be at LSA Level 1 for the duration of the assignment, irrespective of any previously accumulated QS. OTR separation periods of between 4 and 7 days absence are not to be added to the LSA accumulated QS total.

**10.0115. Temporary Assignment Away from the OTR Post.** Service personnel in OTR posts who are assigned on a temporary basis for more than 7 days on INVOLSEP terms (e.g. to an Out of Area detachment) will be eligible to claim LSA at the higher levels, dependent on the level of QS accumulated prior to the commencement of the OTR assignment. For example, a Service person who had previously qualified for LSA Level 3 would revert to Level 1 for any separation arising from the OTR duties. On temporary assignment to an INVOLSEP area, payment of LSA would revert to Level 3 and may reach higher levels dependent on the accumulation of further QS beyond the LSA threshold levels. The exception to this is admission to hospital, whereupon the Service person reverts to the relevant level of LSA from Day 1. On return to the OTR assignment, the LSA payments revert to Level 1.

**10.0116. Assigned to an OTR Post in the Same Theatre as their Spouse/Civil Partner.** Service personnel assigned to an OTR post who decide to serve UnAcc in the same Theatre as their spouse/civil partner must elect, at the beginning of the OTR assignment, whether to claim LSA Level 1 for any periods of separation associated with the OTR post or GYH Travel for the duration of the assignment. Concurrent payment of LSA and GYH Travel is not permitted. Once the decision is made, it may only be changed if there is a significant change in circumstances (e.g. a change of PStat Cat). In such circumstances, unit HR admin staff should send a case to the DBS MIL PERS-MIL OPS PACCC for consideration.

## **Voluntary Separation (VOLSEP)**

**10.0117. Eligibility.** Subject to the conditions in paragraph **10.0118** Service personnel who undertake a permanent voluntarily UnAcc assignment to a permanent duty station in an overseas location away from their UK based spouse/civil partner will be eligible for LSA Level 1 from the 1st day of the assignment. LSA will be paid at Level 1 for the duration of the assignment, reflecting the voluntary nature of the UnAcc service. VOLSEP does not count towards the accumulation of separated service to progress through the LSA level thresholds.

**10.0118. Conditions for Payment of LSA Level 1 for VOLSEP Service.** Service personnel claiming LSA Level 1 on the grounds of voluntary UnAcc service overseas must be one of the following:

- a. Be married or in a civil partnership and assigned to a permanent duty station in an overseas location away from their UK based spouse/civil partner.
- b. Marry or register a civil partnership during a permanent overseas assignment and elect to serve UnAcc for the remaining duration of the assignment whilst the spouse/civil partner remains in the UK.
- c. Whilst serving accompanied (Acc) at the permanent overseas assignment but elect, to relocate their spouse/civil partner to a family home in the UK Theatre for the remainder of that assignment.

**10.0119. VOLSEP When Occupying Private Accommodation Overseas.** In order to be considered voluntarily separated, a Service person occupying private accommodation at the permanent overseas duty station will be required to satisfy their CO that the private accommodation is not the family home and that their spouse/civil partner is maintaining a family home in the UK to which the Service person will return on a regular basis.

**10.0120. Temporary Duty to the UK.** If, during the UnAcc assignment for which LSA Level 1 is being paid, the Service person is sent on temporary duty back to the UK for a period of 10 consecutive days or more, entitlement to LSA Level 1 will cease from day one. Entitlement to either **GYH Travel** or **LSA INVOLSEP** as described at paragraph **10.0121** may then be applicable.

**10.0121. Travel to the UK Family Home Precluded During Temporary Duty.** If during the temporary duty described at paragraph **10.0120**, return to the family home is precluded due to the nature or location of the temporary assignment/duty (including admission to hospital), entitlement to LSA will be reassessed for INVOLSEP purposes. On

return to the overseas permanent duty station, payment of LSA will revert to VOLSEP Level 1.

**10.0122. Cessation of LSA Level 1 for VOLSEP Service.** Service personnel in receipt of LSA Level 1 during a voluntary UnAcc assignment will cease to be entitled in the following circumstances:

- a. Any visit by the spouse/civil partner to the Service person's permanent duty station that exceeds 28 days in any 61 day period, in which case the Service person's status as UnAcc is to be reassessed by the unit HR admin staff. At the first opportunity, Service personnel must notify their unit HR admin staff of any changes, whether temporary or permanent which could affect their entitlement to LSA. Such changes will include, but not be limited to, notification of the arrival and departure of the spouse, civil partner, child or immediate family at the assignment station. Failure to do so will result in the Service person becoming liable for the recovery of any overpayments of LSA.
- b. Any period of sick absence.
- c. Any period that pay is not in issue, including periods for which pay is subsequently forfeited.
- d. On the 1<sup>st</sup> day of annual leave taken during the period of VOLSEP, unless for Service reasons they are unable to return to their UK family home.
- e. On the first day of INVOLSEP away from the permanent duty station in accordance with paragraph **10.0103**, which results in the payment of INVOLSEP LSA.
- f. On the 1<sup>st</sup> day of assignment to a new permanent duty station which does not entitle the claimant to LSA.
- g. The Allowances Absence Matrix in **Chapter 2 Section 3** outlines further details of the impact that various types of absence have on the eligibility for payment of this allowance. This table should be consulted in all cases of absence to ensure that continued eligibility to LSA is appropriate.

## Conditions

**10.0123. Re-entering the Services.** Service personnel re-entering the Services after 1 Jun 18<sup>5</sup> may count former QS for the purpose of LSA eligibility. QS accrued under former separation terms (Longer Separated Service Allowance/ Longer Service at Sea Bonus (LSSA/LSSB)) may also be counted at the rate of one LSA day for each LSSA day and 219 days LSA for every 365 days LSSB. Any LSA earned by Reserve personnel whilst on regular engagements should count towards their entitlement as a Reserve Service person and vice versa.

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<sup>5</sup> Prior to 1 Jun 18 entitlement existed only for those who re-joined after a break not exceeding 4 years.

**10.0124. Extended Operational Tours.** Personnel deployed on extended operational tours<sup>6</sup> of 9 months or more became eligible for an uplift (or supplement) to their qualifying service. Relevant adjustments to accumulated LSA totals are made on reaching the following specified points:

- a. **Nine Month Deployment.** The provision of an additional 100 days qualifying separation to the Service person's accumulated total on reaching the end of the 9 month period.
- b. **Twelve Month Deployment.** The provision of a further additional 100 days qualifying separation to the Service person's accumulated total on reaching the end of the 12 month period.

When a Service person completes a 9 Month Operational Tour, or reaches the 9 Month point of a 12 Month Operational Tour, or completes a 12 Month Operational tour, form JPA F005 is to be raised by Unit HR. Completed forms are to be forwarded to the JPAC staff who will apply the required adjustment to accumulated LSA totals.

**10.0125. Phase One Training.** Service personnel commissioned from the ranks and undergoing Phase 1 training or re-joiners<sup>7</sup> who are undergoing Phase 1 training are entitled to LSA in accordance with paragraph **10.0103e** from day 1 until the day before they are no longer restricted to leaving the confines of the training establishment due to the training programme<sup>8</sup>. From this date SP will then be eligible for GYH in accordance with paragraph **07.0405h**, if the Service person is not eligible to GYH (T) they will be entitled to GYH(EY) subject to the conditions at **Chap 7 Sect 1**. All QS earned whilst serving in the ranks will be carried forward on commissioning.

**10.0126. Effect on Other Allowances.** **Annex A to Section 2 of Chapter 7** details the entitlement of seagoing personnel to LSA, GYH Travel, GYH (S)/GYH(S) Additional Journeys and Unpleasant Living Allowance (ULA).

## Rates

**10.0127. Rates of LSA.** The Secretary of State for Defence confirms the rates of LSA. The SofS bases those rates on recommendations made by the Armed Forces Pay Review Body (AFPRB). The AFPRB make their recommendations on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). The rates are published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates of LSA are also at **Chapter 3 Section 1**.

## Method of Claim

**10.0128. Method of Claim.** Entitlements for LSA will be processed by the unit HR admin staff using the JPA 'Arrivals Process'.

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<sup>6</sup> Including deployments to BFSAl.

<sup>7</sup> Having already qualified for LSA after accruing 26 weeks of Service or on completion of Phase 2 training, whichever is the earlier.

<sup>8</sup> Normally at the end of the first term.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Method of Payment**

**10.0129. Method of Payment.** Payment will be at the appropriate daily rate of LSA, monthly in arrears, via the Service person's salary.

## **Annex**

A. Application for LSA OTR.

## APPLICATION FOR LONGER SEPARATION ALLOWANCE ON THE ROAD (LSA OTR)

### General Guidance

1. A Service person who occupies an established post which has a continuing requirement for frequent, regular and repeated absence may be entitled to receive LSA OTR in accordance with paragraphs **10.0113** to **10.0116**. In an effort to provide efficient administration for new OTR posts, and the review of existing posts, the following procedure is to be adopted:
  - a. At **Appendix 1** is a proforma, which is to be used by unit HR admin staff when assessing a Service person's initial and continuing entitlement to LSA OTR. The aim of this proforma is to ensure that all periods being used in assessing the eligibility for the payment of LSA OTR, are valid and relevant.
  - b. In assessing this eligibility, unit HR admin staff must count only full 24 hour periods of separation in excess of 4 days but less than 7 days spent away from the station, without the ability to return (e.g. 1000 hours 25 Jan 05 to 1200 hours 29 Jan 05 should not be interpreted as being eligible for a payment of 5 days LSA OTR, as it only equates to 98 hours and therefore may only be counted as 4 days).
  - c. Absence should be forecast 6 months in advance and applications for OTR status approval should be submitted in advance. The Service person must complete a minimum of 55 days absence on duty in each successive 6-month period throughout their tour of duty. Retrospective applications for OTR status may be submitted for consideration to DBS MIL PERS-MIL OPS PACCC.
  - d. LSA periods where absence from the permanent duty station is for 7 days or more bring entitlement to LSA in its own right and cannot therefore be counted towards LSA OTR (see paragraph **10.0115**).
  - e. A copy of the relevant Job Description should be included with each application, detailing the requirement for regular travel away from the duty station in order to perform the duty, thereby supporting the OTR application. The Establishment number and the Service person's Line Serial Number (LSN) on that establishment are to be included.
2. Submissions are to be made to the DBS MIL PERS-MIL OPS PACCC.

### Appendix

1. Application for Payment of LSA OTR.



Appendix 1 to Annex A to Section 1 of Chapter 10

**APPLICATION FOR PAYMENT OF LONGER SEPARATION  
ALLOWANCE ON THE ROAD (LSA OTR)**

Service Number	Rank	Surname	Duty Station
Unit Establishment Number	Post Line Serial Number	Unit Identification Number	Telephone Number

Dates of Absence		Location	Reason for Absence	Running Total of LSA OTR Days
From DTG	To DTG			

(Use continuation sheet if necessary)

Service Person's Signature:	Date:
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**TO BE COMPLETED BY THE UNIT HR ADMIN STAFF**

Authorised by (Name): Appointment:	Rank:
Signature:	Date:

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## Appendix 1 to Annex A to Section 1 of Chapter 10

## CONTINUATION SHEET – LSA OTR

[illegible]

## Chapter 10 Section 2 – School Children's Visits Amended/Updated

### General

**10.0201. Aim.** The aim of School Children's Visits (SCVs) is to contribute towards the cost of reuniting children of Service personnel with their parents at their duty station during some school holidays. It is a principal condition that there will be a parental contribution made towards all SCVs.

**10.0202. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 297C, SCVs are non-taxable.

**10.0203. Additional Regulations.** These regulations must be read in conjunction with the SCV regulations in **JSP 800** (Defence Movement and Transportation Regulations) Volume 2 Part 2 Chapter 8.

### Definitions

**10.0204. Definitions. Amended/Updated.** For the purposes of this Section the following definitions apply:

- a. **A School.** A school is any type of full-time educational establishment, university, teacher training college, technical college or any other educational institution, including those offering unpaid vocational training to that provided at university or technical colleges. Paid vocational training programmes, such as nursing and apprenticeships (except Service apprenticeships, see paragraph [10.0207](#)) are excluded from this scheme.
- b. **Academic Year.** The academic year shall be a 12 month period beginning 1 September annually.
- c. **SCV Journey.** A SCV journey is one being undertaken by the child (but see paragraphs [10.0213](#) to [10.0216](#) and [10.0228](#)). Any other journeys a parent chooses to make to collect the child or following the return of the child to school are not funded at public expense except in the following circumstances:
  - (1) Service parents stationed in NW Europe may elect to travel by surface means to collect their child/children. They will be entitled to claim the actual costs and MMA terminal costs to/from the UK point of arrival in accordance with paragraph [10.0211c](#).
  - (2) The actual cost of the return journey from the overseas duty station to the overseas airhead in order to specifically drop off or collect the child is refundable up to the cost of MMA, in accordance with [10.0211b.4](#).

### Eligibility

**10.0205. Eligible Parent. Amended/Updated.** To qualify as eligible, a Service parent must be:

- a. Serving on a Regular Commission or Engagement or as Full Time Reserve Service (Full Commitment) (FTRS (FC)).
- b. Of PStat Cat 1 or 2 as defined in **Chapter 2 Section 2** and be:
  - (1) The prime mover as defined in **Chapter 2 Section 2** for the child(ren) for which they wish to claim SCVs. They will have no entitlement to claim SCVs for a child from a previous marriage/civil partnership for whom they no longer have care and control: and
  - (2) Be accompanied by their spouse/civil partner at public expense at the assignment station on the date of the child's visits; or
  - (3) PStat Cat 2 with the care and control of a child(ren) who would normally be resident with them other than for attendance at school; or
  - (4) Serving unaccompanied on an INVOLSEP overseas assignment. In these circumstances the Service person may claim SCVs from the child's school to the family home address where the spouse/civil partner is residing.
- c. Of PStat Cat 1 or 2 as defined in **Chapter 2 Section 2** and be serving on an overseas assignment or in one of HM Ships, which carries entitlement to a family passage and meet the criteria at paragraph **10.0205a** or **10.0205b** (1) and (2) or (3).
- d. **Parental Responsibility.** Parents, or appointed Guardians, are responsible for the welfare and adequate supervision of children travelling under SCV arrangements at all times. This includes circumstances such as unexpected delays on departure.
- e. **Remote Working (RW).** For the purposes of RW, SCVs are only permissible to an Alternative Working Address (AWA) where the residence is also the Service parent's Residence at Work Address (RWA).

**10.0206. Eligible Child. Amended/Updated.** To qualify as eligible a child must be:

- a. Undergoing full-time studies at school in the UK (but see **10.0208**) up to the completion of the academic year in which their 18<sup>th</sup> birthday falls (but see Paragraphs **10.0209c** and **d** and **10.0210b** for extended eligibility for children with Special Educational Needs and Disability (SEND) and for children of SP permanently assigned overseas.
- b. Be unmarried or not be registered in a civil partnership, as defined in **Chapter 2 Section 1**.

If they are a child from a previous marriage/civil partnership to qualify as an eligible child their Service parent must be the prime mover in their life (see **Chapter 2 Section 1**) and have care and control of them, irrespective of whether their Service parent has remarried or registered another civil partnership. If the child lives with their non-Service parent who retains care and control there is no entitlement to SCVs to visit the Service parent.

**10.0207. Children Who Are Also Serving in the UK Forces.** Amended/Updated. A child who qualifies under **10.0206** and who is a Service apprentice or a junior entrant of all categories is eligible for SCVs under the terms of this Section, provided all the general qualifying conditions are satisfied. Those who are ineligible for publicly funded SCVs under this scheme are:

- a. Cadets at the Britannia Royal Naval College, Royal Military Academy Sandhurst and RAF College Cranwell.
- b. Serving sons and daughters who are eligible for the FIGLEAF scheme (see **Section 3 of Chapter 6**).

**10.0208. Children at School Overseas.** A child at school overseas, in a different country from that in which the Service parent is assigned, will be eligible for SCVs subject to:

- a. The child being entitled to a visit had that child remained in the UK (see paragraph **10.0206** and **10.0207**).
- b. The cost of the official return journey not exceeding the cost of an official return passage from UK to the Service parent's overseas duty station.
- c. Where the cost of the return journey does exceed the cost of a return passage from UK to the Service parent's overseas duty station, the difference in cost is paid by the parent to the unit Public Fund before a Service-arranged flight is confirmed for the journey.

## Entitlement

**10.0209. Entitlement for Service Personnel assigned within the UK.** Amended/Updated. The entitlement is as follows:

- a. Children who qualify under **10.0206** (see paragraph **10.0204a**) will be eligible to 3 return SCVs at public expense. Alternatively, the Service parent may choose to claim public expense travel for the eligible child(ren) for 6 single journeys, or any combinations of single or return journeys thereof.
  - (1) Service personnel serving on a nine month (274 days or more, but less than 364 days) operational tour<sup>1</sup> are entitled to an additional 2 SCVs which are to be used during the period of the Service parent's deployment.
  - (2) Service personnel serving on a twelve month (365 days or more) operational tour<sup>1</sup> are entitled to an additional 3 SCVs which are to be used during the period of the Service parent's deployment.
- b. When an eligible child has completed the academic year in which their 18<sup>th</sup> birthday falls, and providing they still have unused SCVs for that academic year, the child may use one SCV for a single journey to the parent's duty station. There is no eligibility to any return journey, or further SCVs, thereafter.

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<sup>1</sup> Including deployments to BFSAL.

c. **Children with Special Educational Needs and Disability (SEND).** Children with SEND may require more time in order to complete their general education. Children with SEND who have an EHC plan<sup>2</sup> which requires them to have additional time in order to complete their general education may be granted SCV up to age 25 on submission of casework to DCS. Enquiries should be sent by email to the DCS mailbox [RC-DCS-HQ-MAILBOX@mod.gov.uk](mailto:RC-DCS-HQ-MAILBOX@mod.gov.uk) for attention of the Head of SEND Services with a request that the evidence be considered. Entitlement will be at the levels stated at paragraph **10.0209a** and will apply up to completion of the academic year in which their 25<sup>th</sup> birthday falls. This entitlement only applies to those completing general education and does not apply to anyone undertaking further education.

d. **Children with Complex Needs Requiring Specialist Support.**  
**Amended/Updated.** Whilst the majority of children with **SEND** will complete general education with their peers, there will be a small minority who, because of profound disability, are unable to access formal education but require continuing life skills training. Those over the age of 18 who have continuing severe mental and physical disabilities and continuing education and/or training requirements as identified through an EHC plan or a Care and Support Plan<sup>2</sup> and are unable to access formal general education due to their disability, may be granted SCVs up to age 25<sup>3</sup> through submission of casework to DCS. Enquiries should be sent by email to the DCS mailbox [RC-DCS-HQ-MAILBOX@mod.gov.uk](mailto:RC-DCS-HQ-MAILBOX@mod.gov.uk) for attention of the Head of SEND Services with a request that the evidence be considered. Entitlement will be at the levels stated at paragraph **10.0209a** and will apply up to completion of the academic year in which their 25<sup>th</sup> birthday falls. Where necessary, authority for a parent or guardian to travel to accompany the child may also be granted.

#### **10.0210. Entitlement for Service Personnel Permanently Assigned Overseas.**

**Amended/Updated.** The entitlement is as follows:

a. Children who qualify under **10.0206** (see paragraph **10.0204a**) will be eligible to 6 return SCVs at public expense per academic year. Alternatively, the Service parent may choose to claim public expense travel for the eligible child(ren) for 12 single journeys, or any combinations of single or return journeys thereof.

b. Children of Service personnel permanently assigned overseas who are attending, full-time, a nationally accredited establishment (see paragraph **10.0204a**) in pursuit of a nationally accredited qualification, will be eligible for three return SCVs at public expense during each academic year commencing from the academic year in which their 19<sup>th</sup> birthday falls until completion of the academic year in which their 23<sup>rd</sup> birthday falls. For children at university, this entitlement applies only to those studying for a first degree.

c. **Children over the age of 18 with Special Educational Needs and Disability (SEND).** Children with SEND may require more time in order to complete further education. Those over the age of 18, whose Service parent is permanently assigned overseas, and who have SEND as identified through an EHC plan or a Care and Support Plan<sup>4</sup> and require additional time to access further education due

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<sup>2</sup> Or equivalent in Northern Ireland, Scotland or Wales

<sup>3</sup> In line with the provisions for EHC plans for young people aged 19 or over under the Children and Families Act 2014

<sup>4</sup> Or equivalent in Northern Ireland, Scotland or Wales

to their disability, may be granted SCVs up to age 25<sup>5</sup> through submission of casework to DCS. Enquiries should be sent by email to the DCS mailbox [RC-DCS-HQ-MAILBOX@mod.gov.uk](mailto:RC-DCS-HQ-MAILBOX@mod.gov.uk) for attention of the Head of SEND Services with a request that the evidence be considered. Entitlement will be for three return SCVs at public expense during each academic year commencing from the academic year in which their 19<sup>th</sup> birthday falls until completion of the academic year in which their 25<sup>th</sup> birthday falls provided they are continuing in further education. This entitlement does not apply to those studying beyond first degree level.

**d. Children over the age of 18 with Complex Needs Requiring**

**Specialist Support. Amended/Updated.** Whilst the majority of those with SEND will complete further education with their peers, there will be a small minority who, because of profound disability, are unable to access further education. Children over the age of 18, whose Service parent is permanently assigned overseas, and who have continuing severe mental and physical disabilities as identified through an EHC plan<sup>4</sup> and are unable to access further education due to their disability, may be granted SCVs up to age 25<sup>5</sup> through submission of casework to DCS. Enquiries should be sent by email to the DCS mailbox [RC-DCS-HQ-MAILBOX@mod.gov.uk](mailto:RC-DCS-HQ-MAILBOX@mod.gov.uk) for attention of the Head of SEND Services with a request that the evidence be considered. Entitlement will be for three return SCVs at public expense during each academic year commencing from the academic year in which their 19<sup>th</sup> birthday falls until completion of the academic year in which their 25<sup>th</sup> birthday falls. Where necessary, authority for a parent or guardian to travel to accompany them may also be granted.

**10.0211. Method of Travel. Amended/Updated.** The methods of travel that may be utilised for SCVs are as follows:

- a. When the Service parent is stationed in GB:
  - (1) Service arranged ticket<sup>6</sup>.
  - (2) Private motor vehicle and claim MMA.
  - (3) Where the Service parent is stationed in GB Islands, over water journeys may be undertaken by air and are to be by the most economical means from the nearest airport to the child's school. RAF Air Transport (AT) or MOD charter aircraft is to be used unless it is unavailable. Where civil air travel is used for SCVs it is to be by civil scheduled air services, in economy class, unless specifically authorised for a higher class by Defence Passenger Reservation Centre (DPRC).
- b. When the Service parent is stationed overseas or NI:
  - (1) Service arranged ticket<sup>7</sup>.
  - (2) Civil air travel is to be used for SCVs, ensuring the appropriate

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<sup>5</sup> In line with provisions for EHC plans for young people aged 19 or over under the Children and Families Act 2014

<sup>6</sup> The Service arranged ticket can be for travel by train or civil air but the journey must be undertaken via the recognised direct route and in the most economical manner.

<sup>7</sup> The Service arranged ticket can be for travel by train or civil air but the journey must be undertaken via the recognised direct route and in the most economical manner.



Unaccompanied Minor (UNMIN) procedures are in place. Travel is to be in economy class unless specifically authorised for a higher class by DPRC. AT or MOD Charter is to be used when there is no direct Civilian air route ie BFSAI. UNMIN policy must be enacted when AT or MOD Charter is used.

(3) Terminal costs to and from the point of arrival/departure within the UK for actual rail, coach, taxi, airfare, school owned or provided transport, private car journeys and any congestion charges are refundable up to the cost of MMA for the same journey.

(4) Where Service transport is not provided, the actual cost of the return journey from the overseas duty station to the overseas airhead is refundable up to the cost of MMA for the same journey.

c. Service parents stationed in NW Europe may elect to travel to the UK by car via cross-channel ferry or Eurotunnel within existing SCV entitlements. To enable this, SP may make a return crossing by car to collect/return the child(ren). For each return journey made by the parent, one single SCV warrant/journey for each child travelling in the car will be used. A 100 miles single journey personal contribution must also be made per child travelling in the car. For each return journey made by the parent, SP will be entitled to claim the actual return cost of the crossing and return terminal MMA travel up to the value of:

(1) Half of the current GYH(O) rate for the country in which the Service person is assigned per child travelling in the car; and

(2) The cost of MMA for the notional single road journey between the school and the nearest international airport plus, but only where service transport is not provided, the notional single journey between the normal airport in the country of assignment and the RWA/Duty Station. These rules also apply in reverse, when travelling by car from the overseas country of assignment to the UK. The airports used for the notional calculations must have existing UK flights. Where more than one child is travelling in the car, and they attend the same school, only one MMA may be claimed for the notional single journey between the school and the nearest international airport. When more than one school is involved, then the notional journey for each child may be used.

d. Service parents stationed in NI may elect to travel to the UK by ferry. They will be entitled to claim the actual cost of their return journey up to the cost of a civil air fare for a standard economy return flight to the UK from Belfast and terminal costs to/from the UK point of arrival.

**10.0212. Carry Forward.** Entitlement to any SCV may not normally be carried over from one academic year to another. Exceptionally and with the CO's approval, the entitlement to the final SCV in the academic year may be held over for up to 3 months due to educational requirements or genuine family reasons. Such an approved delayed SCV must be completed by the return of the child to the UK before the end of the 3-month period. Approvals to go beyond this 3-month period are not to be granted under any circumstances.

## Additional Entitlements

**10.0213. Initial Entry into Boarding School (Excluding Higher Education).** There is no entitlement for a visit at public expense for either parent to a potential boarding/day school prior to the acceptance of a place at that or any other school. However, once a place is confirmed, one parent of a child returning to the UK from overseas or to the UK mainland from NI or the GB Islands for initial entry into boarding school can be granted an additional passage at public expense, in addition to the normal SCV entitlement. This journey is to be undertaken by the official method of travel to the airport or port of entry into the UK and return. The parent is required to pay the cost of travel between the point of entry to the UK and the school. This concession is subject to the following conditions:

- a. The Service parent is serving on an accompanied assignment overseas and the immediate family, including the child concerned, proceeded to the overseas station on a normal family passage at public expense.
- b. The additional passage will not be permitted during the first 14 days or the last 14 days of an accompanied overseas tour.
- c. Where 2 or more children of the same immediate family have the same initial entry date for the same school, the additional entitlement will still be for only one parent to accompany them. Where the initial entry is on the same date, but at 2 different schools then exceptionally, both parents may accompany the children; each parent accompanying one child to their respective school.

**10.0214. Change of UK School (Excluding initial entry to or change of Higher education establishment).** When a child in the UK changes school, the Service parent or their spouse/civil partner, may be granted a passage at public expense by the official method of travel to the airport or port of entry into the UK and return, in order to supervise the change of school. The parent is required to pay the cost of travel between the UK airport and the school. This concession is subject to the conditions at paragraph **10.0213a** and **b** and the following additional conditions:

- a. The circumstances of the change of school are such as will not disqualify the Service parent from continuing to receive CEA(Board)/CEA(SENA) under the normal rules, if it were in issue.
- b. The change of school involves the child moving to a school at a new location.
- c. Where 2 or more children of the same immediate family move school on the same date from the same school, the additional entitlement will still be for only one parent to accompany them. Where the school change is on the same date, but involves 2 different schools then exceptionally, both parents may travel to accompany the children, each parent accompanying one child to their new school respectively.

**10.0215. Visits to Children in the UK with Special Educational Needs and Disability (SEND).** Parents are strongly advised to register with EAT(UK) so that the MOD can provide appropriate support where it is reasonably practicable to do so. The entitlement of a child with SEND to visit their parents overseas may be transferred to enable the parents to visit the child in the UK in the following circumstances:

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- a. The child in normal circumstances would be eligible for a SCV at public expense to the parents overseas, and
- b. The child can be certified by a doctor as being incapable of making the journey to the overseas permanent duty station because of a learning or physical disability.

The visit is to be restricted to the duration of the relevant school holiday.

**10.0216. Entitlement to Reverse SCV for Children with SEND.** The entitlement is as follows in each academic year:

- a. For children with SEND who qualify under **10.0206**, parents may make one joint visit and one individual visit or 3 individual visits in each academic year. Individual visits may be made by either parent.
- b. When the equivalent of all individual visits is taken under sub-paragraphs **10.0215a**, the entitlement to SCVs of any other children of the immediate family living in the UK, is reduced to one SCV in the same academic year to the overseas permanent assignment station.

Service personnel travelling under the provisions of this paragraph are required to take annual leave to cover their absence from their units. Eligibility to Local Overseas Allowances (LOA) will be in accordance with the relevant LOA regulations (see **Chapter 9**).

**10.0217. Method of Travel for SCVs for Children with SEND.** On routes served by AT or MOD charter aircraft these must be used for travel for SCVs for children with SEND. In all other cases the normal official Service method of travel will apply (see paragraph **10.0211**).

**10.0218. Arrangement of SCV Air Passages for Children with SEND.** Passages to the UK by AT or MOD charter aircraft are to be arranged in accordance with local instructions. Return passages by this means will be arranged by the relevant Service movements authority in UK to whom the CO of the Service parent's unit or ship is to forward, at least 2 months before the parent is to return to the overseas station, an application for an air passage quoting all the relevant details in respect of the return journey.

**10.0219. SCV Travel by Commercial Means for Children with SEND.** Where a commercial passage is authorised, the parent is to be issued with the relevant travel warrant to cover both the outward and return journeys at economy class. The arrangements for both the outward and return passages will be the responsibility of the parent.

**10.0220. SCV Terminal Travel for Children with SEND.** Travelling costs will be allowed in UK only between the point of arrival and the place of residence of the child and return. Service arranged tickets are to be issued in advance where possible.

**10.0221. Reimbursement of Miscellaneous Expenses.** Miscellaneous expenses such as passport and visa fees, airport duties and airport coach fares paid by the parent in connection with officially arranged SCV journeys, may be claimed. This includes notarisation letter costs associated with single parent travel immigration rules for the

overseas location. Excess baggage charges for up to 8kg to accommodate school books only may be claimed, but only when the requirement for the child to travel with school books as excess baggage was requested by the Service person at the time of booking the SCV flight. Where excess baggage for school books is requested by the Service person when booking the flight, but an airline's policy does not allow for the excess baggage to be booked in advance, the Service person will be required to pay for the excess baggage at check-in, and charges for up to 8kg may be claimed. Claims should be made via the JPA Expenses Claim system quoting the unique SCV reference number produced by the JPA system when the SCV application is submitted. Receipts are to be retained for 24 months for inspection as required. A refund of subsistence costs, overnight accommodation costs or rail seat reservation costs when proceeding on a SCV, including any such costs incurred during delays, are not permissible.

**10.0222. Locations where no Airline Offers an Unaccompanied Minors (UNMIN) Service to/from/within the UK.** Where there are no airlines offering an UNMIN service to/from an overseas location or to the closest airport within the UK, the Service person should, in the first instance, contact the MOD Families Section<sup>8</sup> who will advise on alternative options for travel. Where the MOD Families Section is satisfied that no UNMIN service is available from the closest airport the following will apply:

a. SP assigned within the UK will be authorised to use the lowest cost of the following 2 options:

(1) Reimbursement of the costs of return travel<sup>9</sup> by the most economical means for a parent to accompany the child(ren) from/to an alternative airport within the UK offering an UNMIN service, and/or for the costs of return travel for the child(ren) to use school arranged transport to an alternative airport within the UK offering an UNMIN service; **or**

(2) A publicly funded return flight for one parent<sup>10</sup> to travel and collect/return their child(ren) by the most economical<sup>11</sup> route.

b. SP assigned overseas will be authorised to choose either the lowest cost of options (1) or (2); or opt for option (3):

(1) Reimbursement of the costs of return travel<sup>12</sup> by the most economical

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<sup>8</sup> 07977 824330 or [UKSTRATCOM-DefSp-DSCOM-FamSec@mod.gov.uk](mailto:UKSTRATCOM-DefSp-DSCOM-FamSec@mod.gov.uk)

<sup>9</sup> For actual rail, coach, private car journeys at MMA and any congestion charges. This includes terminal travel. Travel should be by the most economical means and reimbursement of actual taxi costs is permitted only where the child(ren) are travelling without the parent (or person nominated by the parent). Otherwise, taxi costs are restricted to claims within MMA.

<sup>10</sup> Or a person nominated by the parent. Only immediate family members are permitted to escort children on Military flights, therefore civ air is authorised when nominated person is not immediate family. For SP, journeys to accompany a child are not considered duty journeys.

<sup>11</sup> If the parent, or person nominated by the parent, stays on in the UK/overseas location after dropping a child at school/with parents, their flight back should be the most economical fare.

<sup>12</sup> For actual rail, coach, airfare, private car journeys at MMA and any congestion charges. This includes terminal travel. Travel should be by the most economical means and reimbursement of actual taxi costs is permitted only where the child(ren) are travelling without the parent (or person nominated by the parent). Otherwise, taxi costs are restricted to claims within MMA.

means<sup>13, 14</sup> for a parent to accompany the child(ren) from/to an alternative airport offering an UNMIN service to/from the UK and/or for the cost for the child(ren) to use school arranged transport, to an alternative airport offering an UNMIN service to/from the UK; **or**

(2) A publicly funded return flight, and if flight timings preclude travel in one day, overnight subsistence<sup>15</sup>, for one parent<sup>16</sup> to travel and collect/return their child(ren) by the most economical<sup>17</sup> route.

(3) Reverse SCV. This entitlement is for one parent only, for each of the 6 annual school holidays and is per family, rather than per eligible child.

**10.0223. Reimbursement of any Costs Charged by Civilian Airlines for the Moving of Unaccompanied Minors (UNMINS).** Where a parent personally incurs charges imposed by a civilian airline for the movement of UNMINS (i.e. the charges have not already been met from public funds within the negotiated contract and issued airline ticket), the Service parent may reclaim those charges via the JPA Expense Claims system quoting the unique SCV reference number produced by the JPA system. Receipts are to be retained for 24 months for inspection as required.

## General Conditions

**10.0224. Parental Contribution.** A contribution of 100 miles per single SCV journey is to be met by the Service parent (i.e. a total of 200 miles per return visit). The appropriate parental contribution to be charged (e.g. single or return) will be determined by the unit HR admin staff at the time the SCV request is submitted and will be automatically deducted from the Service person's salary for each arranged SCV. The Service person will then be issued with a Service-arranged ticket for the SCV or claim MMA for the most direct route distance between the school or place of residence with a Guardian and the RWA if the Service person's duty station is in the UK, or the point of embarkation from the UK if the Service person's duty station is overseas.

**10.0225. Children Travelling Together.** If a Service parent assigned within the UK has more than one child at the same school and chooses to convey them by private motor vehicle, they should normally travel together. Only exceptionally, if circumstances beyond the Service parent's control do not permit this, may they be conveyed separately; each separate claim for MMA being subject to a parental contribution. When collection is possible at the same time, one entitled SCV journey is to be used for each of the eligible children at the same school but only one claim for MMA is allowed and one parental contribution is to be recovered per return journey.

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<sup>13</sup> Where no UNMIN service is available/required, or a parent is entitled to accompany their child(ren), Mil AT/MoD Charter flight can be considered a suitable economical means of travel.

<sup>14</sup> SP/parents are responsible for making alternative arrangements should a MilAT/MoD chartered flight be cancelled, delayed or has no seat availability.

<sup>15</sup> Which may include PAR

<sup>16</sup> Or a person nominated by the parent. Only immediate family members are permitted to escort children on Military flights, therefore civ air is authorised when nominated person is not immediate family. For SP, journeys to accompany a child are not considered duty journeys.

<sup>17</sup> If the parent, or person nominated by the parent, stays on in the UK/overseas location after dropping a child at school/with parents, their flight back should be the most economical fare.



**10.0226. Duration of Visits.** There is no minimum duration for a SCV assuming that any periods outside the child's school holidays are authorised by the school.

**10.0227. Reimbursement of the Costs of Medical and Dental Treatment.** The Service parent or sponsor has a responsibility to ensure that a child is medically fit to spend a SCV in the overseas area in which the parents are living. A child will, however, be eligible for routine<sup>18</sup> medical and dental treatment at public expense during the visit, under current JSP 770 (Tr-Service Operational and Non-Operational Welfare Policy) regulations. Any costs associated with the medical/dental treatment (e.g. subscription fee) may be reclaimed by the Service person via Expense Claims (see paragraph **10.0221**).

**10.0228. Reverse Visits.** If for reasons of the child's welfare or for educational purposes it is preferable for a parent to join the child(ren), whether in the UK, or overseas, a reverse visit may be authorised as a concession in lieu of one of the SCVs for each eligible child. In addition, for Service personnel assigned overseas, up to a further 2 reverse SCVs (in lieu) may be authorised for each family to take account of the impracticality of travel overseas during short half term holidays<sup>19</sup>. If the half term school holidays for children within the same family do not coincide or overlap, the reverse SCVs may then be authorised for each eligible child rather than per family. Reverse visits are for one parent only and do not attract payment of subsistence. Applications must be made in accordance with **JSP 800**. Service personnel who make reverse travel journeys are to be regarded as being on leave during the whole period of absence from their permanent duty station. Parents undertaking reverse visits from overseas are advised to establish the effect on their LOA entitlement before committing themselves to the visit (see **Chapter 9**). Reverse visits are not permitted for SCVs authorised under Paragraph **10.0208**.

**10.0229. Visits to Areas Other Than the Service Parent's Place of Duty.** Under normal circumstances visits are only allowed to the Service parent's permanent duty station (but see paragraph **10.0205b(4)**). However where a non-British/dual national passport holder (as defined in **09.118**) Service parent chooses to travel to his/her country of domicile origin using their GYH(O) entitlement they may similarly utilise an SCV entitlement to the same nominated GYH(O) destination. The cost of the SCV return journey to the nominated GYH(O) destination is to not exceed the capped cost of an SCV to the parent SP's overseas duty station. Requests for exceptional circumstances (i.e. for operational reasons) to visit other areas may be submitted to DBS MIL PERS-MIL OPS PACCC for consideration.

**10.0230. Detention, Imprisonment and Desertion.** Entitlement to SCVs will continue during periods of detention or imprisonment of a Service parent where they remain admissible in all other respects. If the Service person is to be discharged on completion of a period of detention or imprisonment, the entitlement to SCVs is to cease from the end of the term following the term in which the detention or imprisonment started. Entitlement to SCVs is to cease during periods of desertion on a date to be notified by DBS MIL PERS-MIL OPS PACCC following the submission and consideration of an appropriate case. Exceptional cases for Service personnel with children in the 2-year lead up to public examinations are to be submitted to DBS MIL PERS-MIL OPS PACCC for consideration.

**10.0231. Death and Invaliding.** If the Service parent dies or is invalided from the Service, the entitlement to SCVs will continue in line with the entitlement to CEA as

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<sup>18</sup>  2021DIN01-113

<sup>19</sup> This entitlement is for half term holidays only.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

detailed in **Chapter 14 Section 1.**

**10.0232. Redundancy.** If the Service person is made redundant from the Service, the entitlement to SCVs will continue in line with the entitlement to CEA as detailed in **Chapter 14 Section 1.**

**10.0233. Exceptional cases.** In welfare or compassionate cases, consideration will be given to granting entitlement to SCVs for children who remain in education beyond the completion of the academic year in which their 18<sup>th</sup> birthday falls. Any such applications should be forwarded to the DBS MIL PERS-MIL OPS PACCC.

**10.0234. Servicewomen on Maternity Leave.** If a Servicewoman takes maternity leave the entitlement to SCVs will continue in line with the entitlement to the CEA she receives, as detailed in **Chapter 14 Section 1.**

**10.0235. Career intermissions.** Service personnel who opt to take a career intermission cease to be eligible for SCVs from the start of the term immediately after the first day of the career intermission. SCVs may be restarted from the start of the term following the return of the Service person to Regular Service after the career intermission, provided the Service person and the child(ren) meet the eligibility criteria.

## **Rates**

**10.0236. Rates.** The number of SCV journeys per academic year for SP assigned within the UK is based on one publicly funded return journey per term, less the appropriate parental contribution, for all eligible children who qualify under **10.0206.** The number of SCV journeys per academic year for SP permanently assigned overseas is based on one publicly funded return journey for each term and each half term, less the appropriate parental contribution, for all eligible children who qualify under **10.0206.** Whilst this is the basis for the entitlement there is no compulsion to use one journey (or two journeys in the case of those permanently assigned overseas) in each of the 3 terms. For children of SP permanently assigned overseas who remain eligible for further SCVs under paragraph **10.0210b,** the number of publicly funded SCV journeys is three return journeys per academic year.

## **Method of Claim**

**10.0237. Method of Application/Claim.** Applications for SCV should be made by the Service person using the JPA on-line self-service system prior to the date of the journey. It should be noted that the allocation of this number does not automatically initiate organisation of travel arrangements. Travel arrangements should be made in the normal way, in accordance with **Chapter 6.** Administration and authorisation of SCV will be completed by unit HR admin staff in accordance with JPA procedures. Once the SCV claim number has been allocated, the parental contribution will be deducted automatically from the Service person's salary. Claims for any eligible non-warrant actual costs of SCV will be made via the JPA Expenses Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, Unit HR staff are to reduce the journey type balance as appropriate. In addition, a manual JPA Form F016 is to be forwarded to Unit HR staff who are to transcribe the approved journey onto JPA Form F016a and forward to the JPAC for payment. Irrespective of the method of SCV application used, or the means of transport utilised, Unit HR are to ensure that the correct parental contribution is always deducted from the individuals pay account.



## **Method of Payment**

**10.0238. Method of Payment.** All Expenses Claim entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

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# Chapter 11 Section 1 – Families

## Assistance for Visits Abroad

### General

**11.0101. Aim.** The aim of the Families Assistance for Visits Abroad (FAVA) Scheme is to help alleviate the stresses of long-term separation by providing a token level of financial assistance with the food and accommodation costs incurred by specified family and friends visiting eligible Service personnel during an extended period of deployment overseas.

**11.0102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 FAVA allowance is non-taxable.

**11.0103. The FAVA Scheme.** There are 2 different provisions under FAVA scheme:

- a. SP on overseas unaccompanied service; and
- b. SP deployed in Seagoing LSA Qualifying Units (SLQU) who are:
  - (1) Deployed continuously for 182 days or more; or
  - (2) Deployed on a Forward Deployed Unit for a minimum of 182 days in any 365 day period.

**11.0104.** The FAVA scheme consists of 2 elements:

- a. FAVA is paid for the duration of the visit (see paragraph **11.0110**); and
- b. SP in PStatCats 1 & 2 may request an Advance of Pay to assist with the cost of the single or return flight of the immediate family. The Advance of Pay may be used to assist with travel costs only and is not to be used to assist with accommodation charges. When a combined travel and accommodation package is purchased the invoice is to detail the cost of flights separately and the Advance of Pay is to be limited to the flight element cost.

### Eligibility

**11.0105. Overseas Unaccompanied Eligible Service Personnel.** The FAVA Scheme is available to all Service personnel (for Reserve personnel, this eligibility does not extend beyond Full Time Reserve Service (Full Commitment) (FTRS (FC)) who are:

- a. In PStat Cat 1, 2 or 5s/c; and
- b. On overseas unaccompanied (UnAcc) service with an expectation of being deployed continuously for 182 days or more; and
- c. Not in receipt of the full Deployment Welfare Package (Overseas) (DWP(O)).



**11.0106 SLQU Eligible Service Personnel.** Personnel are eligible for FAVA if they are:

- a. Deployed in a SLQU outside UK waters, with an expectation of being deployed continuously for 182 days or more; or
- b. Deployed in a Forward Deployed Unit (SLQU) which is operating an alternative workforce profile, outside UK territorial waters, in receipt of the Deployed Welfare Package and who are deployed for a minimum of 182 days in any 365 day period.

**11.0107. Eligibility for a Second FAVA Visit.** Those who are deployed in a SLQU/series of SLQUs outside UK waters for over 365 days may be eligible for a second FAVA visit (see paragraph **11.0109a**).

## Ineligibility

**11.0108. Ineligible Service Personnel.** The FAVA Scheme is not open to Service personnel who are:

- a. Eligible for Get You Home (Overseas) (GYH (O)) (see **Chapter 9 Section 11**).
- b. Eligible for UK-based Rest and Recuperation or NI Journeys (see **Chapter 8 Section 1**).
- c. On Loan Service.

## Conditions

**11.0109. Conditions of Payment.** FAVA allowance and, where required, the Advance of Pay may only be paid to Service personnel under the following conditions:

- a. **Overseas Unaccompanied Personnel.** Only one visit is permitted by a spouse/civil partner and/or dependant child(ren) during each assignment/deployment overseas. Land-based personnel who are serving on overseas assignments over 365 days are not entitled to a 2<sup>nd</sup> visit because they are entitled to GYH(O).
- b. The period of absence for land-based personnel is to be calculated from the date of departure from the permanent assignment station and will cease upon the date of arrival back at the permanent assignment station. A return visit to the UK or the permanent assignment station for any purpose in between these dates will invalidate any claim for the FAVA Scheme.
- c. Personnel on SLQUs. The period of absence for seagoing personnel is to be calculated from either:
  - (1) The day their SLQU leaves the last UK port visited where shore-leave was granted, prior to leaving UK waters; or
  - (2) The day the Service person joins the SLQU whilst deployed outside UK waters, whichever is the latest.
- d. The period of absence ceases when the ship arrives back into a UK port where shore-leave is granted, or the claimant returns to the UK as part of a FD unit's watch

rotation. The claimant must be away for a continuous period of 182 days or more or accumulate 182 days or more in a 365 day period if assigned to a FD unit to be eligible for the FAVA Scheme.

- e. FAVA visits may only be made when the opportunity arises to grant local shore-leave and annual leave is taken.
- f. Applications must be approved by the CO. When approving applications on SLQUs, COs must satisfy themselves that any applicants are using FAVA for an appropriate visit<sup>1</sup>.

**11.0110. Period of Payment.** Payments of FAVA allowance will commence from the day that the claimant is joined in the overseas area/foreign port by the named person(s) on the application and remain payable up to and including the day they depart, or the day the Service person's leave terminates, whichever is the sooner.

**11.0111. Visits to Other Areas.** The claimant may visit other locations away from the location of deployment or the foreign port being visited during the period for which they are claiming FAVA. They will remain eligible for only the FAVA allowance appropriate to the original deployment location or the foreign port being visited, subject to meeting all of the following conditions:

- a. The visit to another area(s) must be approved by the CO.
- b. The nominated visitor(s) must initially join the SP at the deployment location or foreign port being visited.
- c. Costs for journeys between the deployment location/ship port and other locations will not be met from public funds.
- d. The Service person and nominated visitor(s) must return to the original deployment location being visited before the nominated visitor(s) depart. However, seagoers may on occasions be landed for a FAVA visit in one foreign port and then be required by their CO to rejoin their ship in a second foreign port. No public expense travel is admissible for the Service person or the visiting immediate family between the 2 foreign ports/locations.
- e. The additional journey must not involve a journey to the UK or the permanent assignment station.

**11.0112. RAF/Charter Flights.** The MOD is unable to offer free passages or to subsidise the cost of travel by RAF or Service charter flights (or commercial flights). However, immediate family members or nominated visitor(s) may be carried, on prepayment of a fare, in civil aircraft chartered by MOD or in RAF aircraft, provided spare capacity is available and with the consent of the appropriate authority.

**11.0113. Refunds of Pre-Payment Flights.** When a pre-payment passage arranged to make a FAVA visit is cancelled for any reason, a refund of the cost of the pre-payment passage should, once confirmation has been received from the Defence Passenger Reservations Centre (DPRC) that the seat has been reallocated, be made by the

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<sup>1</sup> Eg. Spouse, civil partner, parent, long term partner, established relationship

establishment who certificated that the airfare pre-payment had been made. Refunds for flights booked with a commercial airline are a private matter between the Service person or their spouse/civil partner, their travel insurance company and the airline.

**11.0114. Cancellation or Curtailment of Visits.** Service personnel and their families or friends participating in the FAVA Scheme must be aware that visits may be cancelled or curtailed as part of the “normal exigencies of the Service”. If a period of leave in the overseas location/port is cancelled or curtailed, or if a SLQU is prevented from calling at a nominated foreign port where the Service person has made arrangements to meet their immediate family or nominated visitor(s), FAVA allowance will not be paid other than for the period of the visit by the immediate family or nominated visitor(s) prior to curtailment. Service claimants should ensure that their travel insurance covers this eventuality, as the MOD will make no refund of monies spent on cancelled or curtailed holidays relating to cancelled FAVA Scheme visits. There is no entitlement for compensation through the Nugatory Holiday Expenditure (NHE) Scheme (see **Chapter 17 Section 6**) in the event of cancellation or curtailment of a planned FAVA Scheme visit.

**11.0115. Medical Facilities.** Visiting immediate family members or nominated visitor(s) are not entitled to medical treatment at public expense. If the resources are available, they may make use of Service facilities. Service personnel or the immediate family members on a FAVA visit who travel beyond the country for which the FAVA Scheme has been approved will not be able to make use of Service facilities. Where Service personnel and their families or nominated visitor(s) are planning a FAVA visit, irrespective of whether they are considering travelling outside the country for which the FAVA scheme has been approved, they should ensure that they have adequate private medical insurance, as the MOD will not normally accept liability for medical expenses, medical evacuation or repatriation of bodies following death.

**11.0116. Impact on Other Allowances.**

- a. **LOA Payments.** Service personnel who receive FAVA allowance will continue to receive Single/MU rates of LOA or Seagoing LOA (SLOA) (see **Sections 5** and **8** respectively of **Chapter 9**) for the duration of the FAVA visit. If a visiting spouse/civil partner and/or dependant child(ren) stay with another Service family in an SFA/SSFA, or are temporarily accommodated in an SFA/SSFA under local arrangements during the visit, no FAVA allowance is to be paid. However, the Service person will retain entitlement to Single/MU rates of LOA or SLOA.
- b. **Overseas Rent Allowance (ORA).** Personnel in receipt of FAVA allowance are not entitled to ORA.
- c. **Subsistence.** Service personnel are not entitled to claim subsistence expenses for the duration of the payment of FAVA allowance.

**11.0117. Advance of Pay.** COs may authorise an Advance of Pay for SP in PStatCats 1 and 2 to meet all or part of their nominated visitor(s)' single or return airfares. COs must assess the ability of the Service person to repay the advance prior to giving approval. Advances are to be recovered via salary over a period not exceeding 12 months.

## Rates

**11.0118. Calculation of FAVA Allowance.** As FAVA provides only a token level of financial assistance, no contribution is made towards the cost of the journey. The daily rate is calculated as 40% of the sum of the Overseas Day Subsistence (DS) rate and the American Express (GBT) Cap rate for the country or city being visited. Units are to obtain the current Cap rate for the period of any stand down visit (available from the American Express (GBT) Website) and apply the calculation guidance below, before any FAVA funding levels are promulgated to individuals. The maximum sum payable will be the same, irrespective of the number of immediate family members (spouse/civil partner and/or dependant child(ren)) or nominated visitor visiting.

- a. **Scenario:** One or more immediate family members (defined as spouse/civil partner and/or dependant children) or nominated visitor visit for 13 nights in a country where the Overseas DS rate is £40 and the American Express (GBT) Cap rate is currently £80.

$$£40 \text{ DS} + £80 \text{ Cap rate} = £120$$

$$£120 \times 40\% = £48 \text{ for each complete 24 hour period.}$$

$$£48 \times 13 \text{ nights} = £624$$

- b. **Entitlement:** The Service person can then claim FAVA, based upon actual receipted costs, up to a maximum sum of £624.

## Method of Application

**11.0119. Application for a FAVA Visit.** Eligible Service personnel are responsible for making applications to their CO. Records of authorised FAVA visits are to be maintained by the unit HR admin staff. Service personnel whose immediate family members or nominated visitor(s) wish to use the facilities of the Defence Passenger Reservation Centre are to send them a copy of the FAVA visit application at least 2 months prior to the first day of the month of travel with their prepayment flight application.

## Method of Claim

**11.0120. Authority.** Within the rules set out in this Section, the FAVA Scheme is administered by the appropriate single-Service Administrative Authority, who will take into consideration programming constraints, the operational requirements, the political situation and the overall desirability of allowing families or nominated visitors to visit the country in question. They will also monitor any changes in circumstances during the visit. Once approval has been given in principle by the appropriate Administrative Authority for a FAVA visit, COs are then to decide whether Service personnel in the station, or formation, satisfy the requirements, including whether the nominated visitor has an established relationship with the SP. Requests for advances of pay may be made to the unit HR admin staff who will authorise the advance of pay on the JPA system.

## Method of Payment

**11.0121. Method of Payment.** FAVA allowance claims are submitted by the Service person through the JPA Expenses claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Advances of Pay for FAVA visits are processed via the JPA payroll and will be paid via salary. The recovery of an advance of pay will be undertaken automatically by JPA via salary.

**11.0122. Erroneous Payments.** In the event of an erroneous payment, FAVA allowance is to be recovered immediately through JPA.

## Chapter 11 Section 2 – Concessionary Travel for Immediate Families

**11.0201. Aim.** The aim of Concessionary Travel for Families (CTF) is to enable the immediate families of Service personnel to have the benefit of the support of the Service person/spouse/civil partner's close family during extended periods of deployment by their Service spouse/civil partner.

**11.0202. Principles.** The family of a Service person has no entitlement to travel at public expense in their own right. Such travel, when permitted, derives entirely from the mobility of the Service person concerned and is based on the recognised need for family union. Wherever possible, Service provided transport or established charter flights are to be used.

**11.0203. Income Tax and National Insurance Contributions (NICs).** Families' Travel attracts a liability for Income Tax and NICs when a family is living in the UK. The Tax and NICs will be met by MOD and paid by DBS under PSA. In accordance with ITEPA 2003 Section 299 Families' travel is non-taxable when families are living outside the UK.

### Definition

**11.0204. United Kingdom (UK).** For the purpose of this Section references to the UK are to be deemed to also apply to the Republic of Ireland (RoI) for families of Service personnel recruited from, or normally domiciled in, the RoI.

### Entitlement

**11.0205. Travel for Immediate Families.** Concessionary Travel for Families (CTF) is provided to enable the immediate family (see paragraph **02.0124**) of Service personnel to have the benefit of the support of the Service person/spouse/civil partner's close family (see paragraph **02.0112**), during extended periods of deployment by their Service spouse/civil partner. Eligibility for CTF is created when an Acc (or INVOLSEP/VOLSEP) or PStat Cat 5s Service person is deployed from the UK or from an overseas station to an operational location, exercise or deployment endorsed by PJHQ that attracts the Deployed Welfare Package (DWP), or exceptionally, where Field Conditions Rates of LOA have been authorised in lieu of DWP. Exceptionally, there will be occasions where payment of LOA has been authorised for personnel assigned to areas which attract elements of the DWP but delivery of the full package is not practical. In such cases, CTF will only be admissible, when the individual is in receipt of the Families Welfare Grant (FWG). The award of FWG, and consequently the simultaneous award of CTF, will be determined on a case by case basis by CDP SVW and CDP(AF Rem) Allces staff. Applications for the simultaneous award of FWG and CTF are to be supported by, and submitted through, PJHQ J1.

The following personnel are **ineligible** for CTF:

- a. Personnel in Seagoing Longer Separation Allowance Qualifying Units who are entitled to use transferred Get You Home (Seagoers) warrants (see **Chapter 7 Section 2**) are not eligible to claim CTF.



- b. Full Time Reserve Service (Full Commitment) and mobilised personnel are eligible to claim CTF, but other Reserve personnel will not be eligible for CTF except in DILFOR and compassionate circumstances.

**11.0206. Assessment of Entitlement.** The assessment is to be based on the Service person's expected duration of deployment. This will be known as the "projected entitlement". When informed of the projected entitlement the Service person and the accompanying Service spouse/civil partner should be notified that any change in the duration of the Service person's deployment could lead to an entitlement change.

**11.0207. Service Personnel Permanently Assigned in the UK.** The immediate family of Acc (or INVOLSEP/VOLSEP) Service personnel, who are stationed in the UK, but deployed for 119 days or more, are entitled to 2 return journeys (by Service arranged ticket or MMA) to enable them to visit the Service person/spouse/civil partner's close family within the UK.

**11.0208. Service Personnel Permanently Assigned Overseas.** The immediate family of Acc (or INVOLSEP/VOLSEP) Service personnel stationed overseas but deployed on operations elsewhere overseas for 119 days or more, will be eligible to the following number of return journeys to the UK at public expense to enable them to visit the Service person's close family provided the immediate family remain at the overseas duty station other than when taking these CTF journeys:

- a. **Less Than Six Month Deployment.** A projected deployment of 119 days or more (but less than 181 days) will attract one return CTF journey.

- b. **Six Month Deployment.** A projected 6 month deployment (182 days or more, but less than 273 days) will attract 2 return CTF journeys.

- c. **PJHQ Designated Theatre Reserve Battalion (TRB).** On occasions when PJHQ designates a TRB, held at readiness in order to provide a UK reserve force for ongoing Operations, TRB personnel will be eligible for CTF subject to the following criteria;

- (1) The TRB personnel must be under PJHQ command and be deployed on designated operations that are entitled to Reserve funding (currently Op HERRICK and TELIC).

- (2) Repeated operational deployments, regardless of duration, may be accumulated towards CTF qualifying time.

- (3) When the TRB is tasked, and is specifically projected to carry out a future operational deployment, the projected days of deployment may also be counted towards CTF qualifying time, and CTF awarded in anticipation subject to:

- (i) Once an individual's aggregated total of deployed days (actual and projected) reaches 119 days or more, (but less than 181) they will attract one return CTF journey.

- (ii) Once an individual's aggregated total of deployed days (actual and projected) reaches 6 months (182 days or more but less than 273) they will attract a second return CTF journey.



**11.0209. Extended Operational Tour Lengths.** The immediate family of Acc (or INVOLSEP/VOLSEP) Service personnel, who are stationed in the UK or overseas, but deployed for 9 months or more on an extended operational tour<sup>1</sup>, will be eligible to the following number of return journeys within or to the UK at public expense to enable them to visit the Service person/spouse/civil partner's close family. When personnel are deployed from overseas, the Service person's immediate family are to remain at the overseas duty station other than when taking a CTF journey:

- a. **Nine Month Deployment.** A projected 9 month deployment (274 days or more, but less than 364 days) will attract 4 return CTF journeys.
- b. **Twelve Month Deployment.** A projected 12 month deployment (365 days or more) will attract 6 return CTF journeys.

**11.0210. Transfer of GYH (EY) to Spouse/Civil Partner.** Personnel deployed for 182 days or more are also entitled to transfer the balance of their GYH (EY) entitlement to their spouse/civil partner (see **Chapter 7 Section 1**).

**11.0211. Shortened Operational Deployments.** When a projected deployment is shortened by the early return of the Service person to their permanent duty station, the "actual entitlement" may be less than the "projected entitlement". In these circumstances:

- a. Any uncompleted CTF journey within the "actual entitlement" may continue but must be completed before the return of the Service person to the duty station.
- b. Any completed CTF journey within the "projected entitlement", but over the "actual entitlement", will be allowed and no recovery action will be taken.
- c. Any uncompleted CTF journey within the "projected entitlement", but over the "actual entitlement", booked in good faith prior to the announcement of the early return of the Service person will not be funded at public expense. The immediate family (close family when transferred) may choose to continue with the journey at private expense. If the journey is cancelled, any cancellation costs will be met at public expense.
- d. Any CTF journey within the "projected entitlement", but over the "actual entitlement", booked after the announcement of the early return of the Service person is to be at personal expense and no costs will be met from public funds.

**11.0212. Death in Service.** If the Service person dies while on operational deployment, the entitlement to CTF ceases from the day following the death. This may result in journeys that are either booked or which have been taken, which are in excess of the actual entitlement. In this instance, the same criteria apply as for a shortened operational deployment (see paragraph **11.0211**).

**11.0213. Transfer of Entitlement.** Any, or all, of the entitled CTF journeys may be transferred to allow up to 2 close family members to take Reverse CTF from their residence to the UK or overseas duty station where the Service family are residing. When Reverse CTF is undertaken, the same travel allowances may be claimed by the Service

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<sup>1</sup> Including deployments to BFSAL.

person, on behalf of the visiting close family members, as allowed for under normal CTF. Unit HR admin staffs are to maintain full details of all Reverse CTF travel on the form at **Annex A to this Section**.

**11.0214. Travel to the Airhead.** Return travel at public expense (Service arranged ticket, MMA, rail, bus and/or taxi fares) from the overseas station to the overseas airhead is authorised for all overseas CTF journeys. Associated subsistence expenses or sleeper costs for these journeys are not authorised.

**11.0215. Use of Eurostar, Eurotunnel and Sea Ferry Services.** Immediate family based in Europe<sup>2</sup> are authorised to use the methods outlined in sub-paragraphs **11.0215a** and **11.0215b** as an alternative to reliance on the AT flights. The following principles are to apply:

- a. Travel from the overseas base in Europe to Eurostar and Eurotunnel rail stations or sea ports is at public expense (Service arranged tickets, MMA, rail, bus and/or taxi fares).
- b. Eurostar, Eurotunnel or ferry travel is to be in standard class. Reimbursement of fares is to be on an actual basis. The imposition of any criteria relating to time of travel (thus the price of the ticket) may, through Front Line Command authorities, be delegated to unit level.
- c. Travel between the point of entry in to the UK or the channel ports and the final destination in the UK is authorised at public expense (Service arranged tickets, MMA, congestion charges, rail, bus and/or taxi fares).
- d. The notional cost of a CTF flight cannot be claimed in conjunction with reimbursement of Eurostar, Eurotunnel or ferry costs.
- e. Night Subsistence (NS) may be claimed, within the overall cap, for necessary overnight stops during the CTF journey back to the UK and the return to the overseas station in Europe. NS will not however be paid for any more than one night in the same location on the homeward or return leg of the CTF journey. This does not preclude a longer stop at any one location but the costs of extended overnight stops must be met by the travelling family members, and may not be claimed from public funds.

**11.0216. Use of Civil Air Travel.** The use of civil air as an alternative to AT is authorised either where no AT flights are provided from/to the overseas theatre in which the immediate family is based, or where it can be proven that civil air would be demonstrably cheaper for the return journey, when the whole journey is taken into account. In assessing the comparative costs of each journey by civil air against the notional AT journeys, the CTF rates published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel" should be used. The current CTF rates are also at **Chapter 3 Section 1**. The cost comparison is to be made as follows:

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<sup>2</sup> For the purposes of CTF only, 'Europe' is the continental land mass of Europe, west of the Ural mountains in the Russian Federation and north of Asian Turkey plus Northern Ireland.

a. From the duty overseas base to the overseas civilian airport (cost of Service arranged ticket, MMA, rail, bus and/or taxi fare), plus the CTF rate (based on the GYH (O) rates), plus the cost of travel from the civilian airport of arrival in the UK to the final destination in the UK (cost of Service arranged ticket or MMA) and return;

against,

b. From the duty overseas base to the overseas AT departure airport (cost of Service arranged ticket, MMA, rail, bus and/or taxi fare), plus the notional cost of the AT flight from that overseas theatre, plus the cost of travel from London to the final destination in the UK (cost of Service arranged ticket, MMA, rail, bus and/or taxi fare) and the return.

Where the total return journey cost at paragraph **11.0216a** is less than those at paragraph **11.0216b** the use of civil air may be authorised and the full costs of a standard economy air fare refunded. Where the total return journey cost at paragraph **11.0216a** is greater than at paragraph **11.0216b**, the use of civil air may be authorised but the total refund entitlement will be capped at the figure at paragraph **11.0216b**.

**11.0217. Travel within the UK.** Return travel at public expense (Service arranged ticket, MMA, rail travel, CC, bus and/or taxi fares) between the point of entry to the UK (for those arriving from overseas) or the UK duty station (for those based in the UK) and the final destination in the UK is authorised for all CTF journeys. Associated subsistence expenses or sleeper costs for these journeys may not be claimed.

**11.0218. Split Family CTF Journeys.** Where the eligible family members wish to travel back to the UK from overseas separately, rather than as a family less the serving spouse/civil partner, they may do so within the same family CTF journey (i.e., if the children travel back to UK to visit relatives and are joined later by their non-Service parent, this will still only count as one family CTF journey). Where this incurs additional terminal travel costs, above those that would have been incurred had the family members travelled together, only one refund of terminal travel costs will be paid. However, cross water travel costs will be paid for each eligible family member, since these costs are assumed to be the same, irrespective of whether the family members travel separately or together.

**11.0219. CTF for Non-British/Dual National Passport Holders.** A Service person who holds a non-British passport (inclusive of those defined as dual national in **09.118**) has the same eligibility to CTF as those with a British passport. Eligible members of the immediate family who may also be non-British/dual national passport holders permanently assigned overseas may use their CTF travel entitlement (up to the capped limit for the journey to the UK) for standard class travel to the country of domicile rather than to the UK. Eligible members of the immediate family of a non-British/dual national passport holding Service person permanently assigned in the UK may use their CTF travel entitlement for return travel between the UK duty station and the nearest practicable point of embarkation/disembarkation in the UK for the country of domicile origin, as determined by unit HR admin staff.

## Rates

**11.0220. Rates.** Claims are permitted up to the value of the most economical method of travel and reasonable route. Should eligible family members elect to travel by other methods, or by an indirect route, the additional costs cannot be claimed. Where there is

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

an entitlement to claim MMA, the rates will have been calculated by CDP(AF Rem) Allces in accordance with the methodology in **Section 4** of **Chapter 6**. The rates for CTF flights are published in the annual Directed Letter 'Rates of Entitlement for Service Personnel'. The current rates are shown in **Chapter 3 Section 1**.

## **Method of Claim**

**11.0221. Method of Claim.** Claims for CTF including MMA will be processed via the JPA Expense Claim system as detailed in the JPA Employee Self-Service Desk Manual. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and passed to unit HR admin staff who are to check the claim before entering it onto JPA via the Zoom facility or, if JPA is unavailable, transcribing the claim onto JPA F016a prior to submission to the JPAC for payment. Only in exceptional circumstances e.g. where no HR Admin sp is available or the SP is unable to obtain an authorised Journey Number through JPAC, should the claim be transferred to a JPA Form F016a and submitted to JPAC for input.

## **Method of Payment**

**11.0222. Method of Payment.** All CTF entitlements, irrespective of whether they have been claimed using the on-line Expenses Claim system or the manual alternative, will be paid direct to the Service person's nominated bank account.

## **Annex**

A. Record of Reverse Concessionary Travel for Families (CTF) Journeys.

## RECORD OF REVERSE CONCESSIONARY TRAVEL FOR FAMILIES (CTF)

From: \_\_\_\_\_ (Unit) UIN: \_\_\_\_\_

Period From: \_\_\_\_\_ To: \_\_\_\_\_

SERVICE NUMBER	RANK	SURNAME OF SERVICE PERSON	OPERATION/ EXERCISE NAME	NAME OF CLOSE FAMILY MEMBER WHO TRAVELLED	RELATIONSHIP TO SERVICE PERSON
(a)	(b)	(c)	(d)	(e)	(e)

(Use continuation sheets as necessary)

I certify that the above Reverse CTF journeys have been undertaken by close family members of Service personnel within the stated period and in accordance with the regulations in **JSP 752 Chapter 11 Section 2**.

SIGNED: \_\_\_\_\_

APPOINTMENT: \_\_\_\_\_

NAME: \_\_\_\_\_

UNIT: \_\_\_\_\_

RANK: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECORD OF REVERSE CONCESSIONARY TRAVEL FOR FAMILIES (CTF)  
JOURNEYS FROM THE UK TO THE OVERSEAS DUTY STATION  
(CONTINUATION SHEET)**

<b>SERVICE NUMBER</b>	<b>RANK</b>	<b>SURNAME OF SERVICE PERSON</b>	<b>OPERATION/ EXERCISE NAME</b>	<b>NAME OF CLOSE FAMILY MEMBER WHO TRAVELLED</b>	<b>RELATIONSHIP TO SERVICE PERSON</b>
(a)	(b)	(c)	(d)	(e)	(e)

# Chapter 11 Section 3 – Council Tax Relief (CTR) for Service Personnel on Specified Operations

## General

**11.0301. Aim.** The aim of Council Tax Relief (CTR) is to provide financial support through a relief payment system for Service personnel on specified operations or assignments.

**11.0302. Income Tax and National Insurance Contributions (NICs).** CTR is non-taxable.

**11.0303. Regulation History.** The regulations governing the administration of CTR were previously contained within JSP 754 (Tri-Service Regulations for Pay) until Edition 18 (dated 1 Apr 13).

## Eligibility

**11.0304. Eligible Service Personnel.** All Regular Service personnel, mobilised Reserves and Full Time Reserve Service (Full or Limited Commitment) (FTRS (FC) or (LC) personnel serving on specified operations or assignments who pay, or are counted for Council Tax or Rates in Northern Ireland or Contributions in Lieu of Council Tax (CILOCT) for Service Family Accommodation (SFA). Only one claim for CTR may be made for each deployment. The qualifying operations and assignments where Service personnel are eligible for CTR is reviewed periodically by CDP(AF Rem) in conjunction with single Service Pay Colonel staffs; taking advice from PJHQ where operations come under their responsibility. The list is published periodically by CDP(AF Rem) Allces in a Directed Letter.

**11.0305 RN Eligibility** RN personnel are eligible for CTR if they fulfil either of the following:

- a. Permanently assigned or detached for a continuous period of 90 days or more to Royal Navy Ships or Submarines (SLQUs) which are operating outside UK territorial waters and in receipt of the Deployed Welfare Package.
- b. Permanently assigned to a Forward Deployed Unit (SLQU) which is operating a 3 Watch Crewing profile, outside UK territorial waters, in receipt of the Deployed Welfare Package and who are deployed for a minimum of 183 days in any 365 day period. Claims should be submitted at the end of each 365 day period or on assignment away from the Unit; no claim is to exceed 365 days.

## Ineligibility

**11.0306. General.** Service personnel who have negotiated a Council Tax/Rates discount on their private property with their Local Authority specifically for being away on



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

operational deployment<sup>1</sup>. Accompanied Service personnel who occupy SFA or equivalent on a qualifying operation or assignment are ineligible for CTR unless they can demonstrate that they have incurred Council Tax/Rates on a private property in the UK.

**11.0307. Ineligible Service personnel.** The following Service personnel are also ineligible for CTR as they receive different remuneration packages:

- a. Attachés, Advisers and Embassy/High Commission-based personnel.
- b. Loan Service personnel.
- c. Sponsored Reserves.
- d. Expeditionary Forces Institute (EFI) personnel or NAAFI personnel on board RN vessels.

## Entitlement

**11.0308. General.** CTR is paid for each day that eligible Service personnel are on the qualifying location or assignment and includes days out of theatre on Rest and Recuperation (R&R).

## Conditions

**11.0309. Continuation of Payment of CTR.** CTR will be paid for:

- a. The planned duration of service on the qualifying operation or assignment if the recipient is hospitalised in theatre or elsewhere.
- b. The planned duration of service on the qualifying operation or assignment if the recipient dies.
- c. Eligible Service personnel declared 'Missing' or 'Returned from Missing' (RFM), until the Joint Casualty and Compassionate Centre (JCCC) categorises them otherwise. The following will subsequently apply:
  - (1) If the Service person is subsequently declared 'Dead', their pay account will be credited with the amount that would otherwise have been paid if they had completed their planned operational deployment. If that date has passed, entitlement to CTR will cease the day after they are declared 'Dead'.
  - (2) 'Missing' Service personnel who return and pending repatriation to the UK are re-categorised as RFM (e.g. after a period of detention against their will by a hostile group) will continue to be paid the CTR until they leave the specified location.
  - (3) 'Missing' Service personnel who return and resume their duties in the qualifying location will continue to receive CTR.

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<sup>1</sup> Receipt of a council tax/rates discount for other purposes, e.g. the 25% single person discount, does not make the person ineligible for CTR.

**11.0310. Cessation of Entitlement.** Unless the Service person remains eligible for CTR in accordance with the provisions at Paragraph **11.0308**, their entitlement will cease with effect from:

- a. The day after they depart the qualifying operation or assignment. This excludes days spent out of the qualifying location on R&R.
- b. The 1st day of any period that pay is not in issue and for periods for which pay is subsequently forfeited.
- c. The 1st day of Absence Without Leave (AWOL) or when an individual is declared as having deserted, whichever is earlier.

## Rate

**11.0311. Rate Calculation.** The daily rate of CTR is based on the average Council Tax per dwelling in England, and is updated annually by CDP (AF Remuneration) (CDP(AF Rem)). The current rate is at **Chapter 3, Section 1**.

## Method of Claim

**11.0312. Method of Claim.** Entitlement to CTR will be captured by unit HR admin staff in accordance with separate instructions issued by DBS. All Regular Service personnel, mobilised reserves and FTRS (FC) or (LC) personnel who live in private accommodation are to provide proof as follows:

- a. A Council Tax / Rates in NI Bill for the period(s) in question, confirming that the Service person is counted for council tax / rates at that property;
- b. A letter (or other proof) from their local authority that they have not been given a discount due to their deployment on operations; or alternatively a signed statement to that effect from the Service claimant.

## Method of Payment

**11.0313. Method of Payment.** Payment will be at the daily rate of CTR, as a lump sum, following the end of their period of duty on the qualifying operation or assignment via the Service person's salary.

# Chapter 11 Section 4 – Operational Allowance

## General

**11.0401. Aim.** The aim of Operational Allowance (OA) is to recognise the significantly increased and enduring nature of the danger in specified operational locations (SOL), over and above that compensated for within the X Factor.

**11.0402. Income Tax and National Insurance Contributions (NICs).** OA is non-taxable. This is in accordance with Amendment 6 to The Social Security (Contributions) Regulations 2006 (in respect of NICs) and the Finance Act 2007 (in respect of Income Tax).

## Eligibility

**11.0403. General.** Service personnel in operational locations specified by MOD will be eligible for the OA. Qualifying locations will be determined at least every 6 months following PJHQ advice on the danger of current operations and the challenge of a deployment. The qualifying locations and dates on which an OA begins and ceases to be payable, in a SOL, will be announced by CDP(AF Rem) Allces in a Directed Letter.

**11.0404. Eligible Service Personnel.** Regular Service personnel, mobilised Reserves and Full Time Reserve Service (Full or Limited Commitment) personnel are eligible for the Allowance if they are in a SOL<sup>1</sup> where the Allowance has been declared as payable.

## Ineligibility

**11.0405. Ineligible Service Personnel.** The following personnel are ineligible for OA as they receive different remuneration packages:

- a. Attachés, Advisers and Embassy/High Commission-based personnel.
- b. Loan Service personnel.
- c. Sponsored Reserves.

## Entitlement

**11.0406. Scope.** OA is paid for each day that eligible Service personnel are in a SOL where the Allowance has been declared as payable. The geographical boundary includes personnel serving on RN ships in specified waters and those flying sorties over or into a designated operational area, provided that they directly support the operation. Detailed eligibility for aircrew and personnel whose duties require them to fly over or into a SOL are at Annex A.

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<sup>1</sup> SLQUs are eligible for OA for each complete 24-hour period alongside a SOL.

**11.0407. Continuation of the Allowance.** The Allowance will be paid:

- a. For the duration of the planned length of the Service person's assignment to the operational deployment, if the recipient is hospitalised<sup>2</sup> in theatre or elsewhere as a result of an attributable injury<sup>3</sup> sustained whilst on the operational deployment. The Allowance is to be paid for the full length of the planned deployment, up to a maximum of 6 months, even if the Service person is discharged from hospital and does not return to the operational theatre. Where the CoC deems that circumstances exist whereby the continuation of the allowance is justified, despite the fact that the individual was not hospitalised as a result of an attributable injury sustained whilst on the operational deployment, casework is to be submitted to DBS PACCC for a decision on whether continuity of payment is appropriate.
- b. For the planned length of the Service person's assignment to the operational deployment, if the recipient dies.
- c. When a Service person serving in a SOL is declared 'Missing' or 'Returned from Missing' (RFM), until such time as the Joint Casualty and Compassionate Centre (JCCC) categorises them otherwise. The following will subsequently apply:
  - (1). If the Service person is subsequently declared 'Dead', their pay account will be credited with the amount that would otherwise had been paid if they had completed their planned operational deployment. If that date has passed, entitlement to OA will cease the day after they are declared 'Dead'.
  - (2). 'Missing' Service personnel who return and pending repatriation to the UK are re-categorised as RFM (e.g. after a period of detention against their will by a hostile group) will continue to be paid OA until they leave the SOL.
  - (3). 'Missing' Service personnel who return and resume their duties in a SOL will continue to receive OA.

**11.0408. Cessation of Entitlement.** The Service person's entitlement will cease with effect from:

- a. The day after they depart a SOL (unless the Allowance continues in accordance with paragraph **11.0407**). This excludes days spent out of a SOL on Rest and Recuperation (R&R) or, for eligible ships, RN standoff time. The rate calculation methodology takes account of projected days out of theatre on R&R.
- b. The day after departure, if deploying to another OA earning location on the same day. In this instance, the effect is that the payment will be continuous but is payable in one location only i.e. this clause avoids payment of 2 daily rates of OA.
- c. The 1<sup>st</sup> day of any period that pay is not in issue (unless the Allowance continues in accordance with paragraph **11.0407**) and for periods for which pay is subsequently forfeited.

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<sup>2</sup> This means in-patients admitted to a hospital or rehabilitation centre for medical treatment that requires at least one overnight stay.

<sup>3</sup> Defined as being caused by service.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- d. The 1<sup>st</sup> day of Absence Without Leave (AWOL) or when an individual is declared as having deserted, whichever is earlier.

**11.0409 Concurrent Payment of the Operational Allowance with Other Allowances.** OA is payable concurrently with any other allowance for which the Service person is eligible.

## **Rates**

**11.0410. Rates of Operational Allowance.** The daily rate of OA is based upon the tax and National Insurance contributions paid by a Private Soldier, with 5 years service, on his/her salary and separation allowance when deployed for 6 months. The current daily rate is at **Chapter 3 Section 1.**

## **Method of Claim**

**11.0411. Method of Claim.** Entitlements to OA will be captured by unit HR admin staff in accordance with separate instructions issued by DBS.

## **Method of Payment**

**11.0412. Method of Payment.** Payment will be at the daily rate of OA, as a lump sum following the end of their period of duty in a SOL, via the Service person's salary.

## **Review Process**

**11.0413 Review Process.** PJHQ will submit to CDP(AF Rem) Allces a list of locations that they believe should attract OA bi-annually, no later than 1 Mar and 1 Sep. Upon receipt of the proposal CDP(AF Rem) Allces will staff the submission through DCDS(Cts), Def Res and HMT in order to gain agreement on which of the proposed locations will qualify for OA and which will attract reserve funded OA. Once agreed by all parties CDP(AF Rem) Allces will return the list to PJHQ for promulgation as necessary wef 1 Jun and 1 Dec.

## **Annex**

A. Payment of OA To Personnel Flying Over or Into a SOL.

## **PAYMENT OF THE OPERATIONAL ALLOWANCE TO PERSONNEL FLYING OVER OR INTO A SPECIFIED OPERATIONAL LOCATION**

1. **General.** OA is to be paid to those personnel deployed to Forward Operating Bases outside the SOL, whose role requires them to fly into or over the SOL directly in support of operations there. Payment of the OA is either continuous for the duration of the deployment, or paid at a daily rate.
2. **Continuous Payment.** Payment of OA is continuous (i.e. it is paid for every day of a qualifying deployment) for the following:
  - a. Personnel deployed for the primary purpose of flying sorties over or into a SOL who, for the duration of their deployment undertake these duties for at least 50% of the time (e.g. for a deployment of 60 days, flying sorties must be undertaken for a minimum of 30 days).
  - b. Personnel undertaking flying duties from ships stationed outside of a SOL who spend the majority of their working week flying sorties over or into a SOL (i.e. a minimum of 4 out of 7 days per week).
  - c. Any other personnel whose duties require them to fly over or into a SOL for at least 50% of the time that they are deployed (eg. for a deployment of 120 days, these duties must be undertaken for a minimum of 60 days). Examples of eligible personnel are: aeromedical staff, aircraft engineers and air despatch personnel.
3. **Daily Payment.** Personnel, irrespective of their branch or trade, whose duties require them to fly over or into a SOL for 3 days or less per week, will be paid OA only for those days when they do fly over or into a SOL.
  - a. Flights into and over a SOL, directly in support of operations there, which span midnight are to count as one 24 hr period and are eligible for one daily rate of OA.
  - b. SP whose duties require them to fly into or over the SOL directly in support of operations on multiple sorties within one 24 hr period are eligible for one daily rate of OA.
  - c. SP whose duties are for 3 days or less per week (so are not eligible for continuous payment) but whose sorties depart more than 24 hours apart, are to receive a daily rate of OA for each 24 hr period in which they fly.
  - d. SP whose duties require them to fly into or over more than one SOL directly in support of operations on multiple sorties within one 24 hr period are eligible for one daily rate of OA.
4. **Clarification of Entitlement.** Where eligibility for a particular group of personnel is unclear, Unit HR admin are to seek guidance, via their J1 staffs within their front line command HQs, from their MOD single Service Allowances Policy staffs. They, in turn, will seek a ruling from CDP(AF Rem) Allces.

**Annex A to Section 4 of Chapter 11**

5. **Review of Entitlement.** Front line command HQs should keep the eligibility for aircrew and personnel whose duties require them to fly over or into a SOL under review, to ensure that the appropriate OA is paid (either continuous or daily), as employment patterns alter.



# Chapter 11 Section 5 – Campaign Continuity Allowance

## General

**11.0501. Aim.** The aim of the Campaign Continuity Allowance (CCA) is to recognise and compensate for the significantly increased burden placed on personnel assigned to specific campaign continuity posts that result in longer operational tours than would normally be experienced. These specified posts are required so as to preserve accumulated knowledge and develop long-term relationships with allies and local national authorities in which the operation is being conducted.

**11.0502. Income Tax and National Insurance Contributions (NICs).** CCA attracts a personal liability for Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility

**11.0503. General.** Service personnel permanently assigned to campaign continuity qualifying posts specified by PJHQ will be eligible for the CCA after 228 days qualifying service has been completed within the relevant operational theatre. Qualifying posts are designated and approved by PJHQ COS(Ops). CCA will only be granted for deployed operational posts which are specifically required to develop long-term relationships and preserve accumulated knowledge with allies and local national authorities; in extraordinary circumstances, other posts may be considered. Longer than normal tours for CCA purposes are defined as 9 months or longer.

**11.0504. Eligible Service Personnel.** Regular Service personnel, mobilised Reserves and Full Time Reserve Service (Full Commitment) personnel are eligible for the allowance if they are permanently assigned into a post on the PJHQ Campaign Continuity Database for operational tours of over 9 months duration, or longer, that are specified on the Operational Establishments Table and endorsed by PJHQ COS(Ops). Applications which fall under extraordinary circumstances are to be submitted to PACCC for endorsement.

**11.0505. PJHQ Campaign Continuity Database.** PJHQ maintains the database of CCA posts. All tour posts are flagged on JPA and audited every 6 months by PJHQ J1/J3. The number of qualifying posts and associated cost implications are closely monitored. If an in-Theatre commander considers there to be compelling evidence for adding an existing post to the CCA eligibility list in order to develop long term relationships with allies and local national authorities and preserve accumulated knowledge, applications are to be made to the relevant PJHQ J3 lead desk with a comprehensive justification of the campaign continuity requirement. PJHQ J3 will staff applications with recommendations to PJHQ COS(Ops) for approval. If agreed PJHQ J3 will inform all relevant stakeholders of CCA eligibility outcomes and PJHQ J1 will take all relevant administrative action. No additions to the CCA Database will be permitted unless authorised by PJHQ COS(Ops).

## Ineligibility

**11.0506. Ineligible Service Personnel.** The following personnel are ineligible for the CCA:

- a. Personnel who are not permanently assigned to a post on the PJHQ campaign continuity database.
- b. Personnel who are permanently assigned to a post on the PJHQ campaign continuity database but who serve for 228 days or less in that post.
- c. Personnel who are permanently assigned to an operational theatre in excess of 228 days but in a post which is not on the PJHQ campaign continuity database.
- d. Personnel who are permanently assigned to a post in an operational theatre in receipt of Overseas Loan Service Allowances or FCDO or UN remuneration packages (e.g. Mission Support Allowance).

## Entitlement

**11.0507. Scope.** A Service person (SP) must accumulate 228 days of CCA qualifying service before CCA can be paid. CCA will be paid for each day thereafter that the SP continues to serve in a designated campaign continuity post. Payment will continue until permanent departure from the relevant operational theatre or post, whichever is sooner.

**11.0508. CCA Qualifying Service.** CCA qualifying service will begin on the date of permanent arrival in the operational theatre to take over a designated post. Preliminary visits to theatre prior to taking up the designated post will not count towards CCA qualifying service. Once the Service person has accumulated 228 days of CCA qualifying service, CCA will be payable from the 229<sup>th</sup> day.

**11.0509. Interruption of Operational Tour before 228 days.** A SP who begins an operational tour in a campaign continuity post but does not accumulate 228 days of CCA qualifying service for any reason other than those stipulated in **11.0510**, will not be eligible to receive CCA. All periods of rest and recuperation (R&R) will count towards CCA qualifying service. Other periods of temp duty absence from theatre such as courses, briefings, meetings, medical appointments, hospitalisation or compassionate leave will count as CCA qualifying service but only for periods of up to 10 days' absence from theatre.

**11.0510. Continuation of the Allowance.** Once payment has commenced CCA will continue to be paid:

- a. For the duration of the planned length of the assignment to the campaign continuity post in excess of 228 days. CCA will continue to be paid for all periods of R&R.
- b. CCA will be paid for periods of temporary duty outside the appropriate theatre for periods up to and including the 10<sup>th</sup> day. This will include meetings, briefings, courses, compassionate leave and hospitalisation and any other authorised absence. SP undertaking temporary duty outside the appropriate theatre in excess of 10 days will continue to receive CCA for the first 10 days, but CCA will cease to be paid from the 11<sup>th</sup> day until the SP returns to the appropriate theatre. Where

military flights are delayed or diverted, CCA will be paid provided the SP has reported for duty at the appropriate point of embarkation by the 10<sup>th</sup> day of absence.

c. For the planned length of the SP's assignment to the campaign continuity post in excess of 228 days, if the recipient dies.

d. When a SP serving in a campaign continuity post is declared 'Missing' or 'Returned from Missing' (RFM), until such time as the Joint Casualty and Compassionate Centre (JCCC) categorises them otherwise. The following will subsequently apply:

(1) If the SP is subsequently declared 'Dead', their pay account will be credited with the amount that would otherwise have been paid if they had completed their planned campaign continuity deployment. If the date on which they would have completed their campaign continuity deployment has passed, entitlement to the CCA will cease the day after they are declared 'Dead'.

(2) 'Missing' SP who return and pending repatriation to the UK are re-categorised as 'Returned from Missing' (RFM) (e.g. after a period of detention against their will by a hostile group) will continue to be paid the CCA until they leave the operational theatre in which the campaign continuity post is located.

(3) 'Missing' SP who return and resume their duties in a campaign continuity post will continue to receive CCA.

e. Where a SP is moved in-theatre mid-tour from one CCA post to another, any previously accumulated CCA qualifying service will be carried forwards to the new post. Where a SP is moved mid-tour from a non CCA post into a designated campaign continuity post, a case should be submitted to PJHQ J1 Branch using the format in paragraph **04.0402**, to determine whether any previous period in the operational theatre should count as CCA qualifying service.

**11.0511. Cessation of Entitlement.** The SP's entitlement will cease with effect from:

a. The day after they permanently depart the operational theatre or relinquish a campaign continuity post (unless payment continues in accordance with paragraph **11.0510**).

b. The day after departure, unless re-assigned to another campaign continuity post on the same day. In this instance, the effect is that the payment will be continuous but is payable for one post only i.e. this clause avoids payment of 2 daily rates of CCA.

c. The 1<sup>st</sup> day of any period that pay is not in issue (unless CCA continues in accordance with paragraph **11.0510 Paras c and d**) and for periods for which pay is subsequently forfeited.

d. The 1<sup>st</sup> day of unauthorised absence or when a SP is declared as having deserted, whichever is earlier.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

e. After an authorised temp duty absence from the operational theatre extends over a period of 10 consecutive days. The allowance will cease to be paid from the 11<sup>th</sup> day of absence. Where the CoC deems that such absences are a continuation of the duties of the qualifying post in a separate location, casework is to be submitted to PJHQ J1 Branch (in accordance with paragraph **04.0402**) for a decision on whether a waiver to this ineligibility clause is appropriate.

**11.0512. Concurrent Payment of the CCA with Other Allowances.** The CCA is payable concurrently with any other allowances for which the SP is eligible, with the exception of Overseas Loan Service Allowance, FCDO or UN Remuneration packages.

## **Rates**

**11.0513. Rates of CCA.** The current daily rate of CCA is at **Chapter 3 Section 1**.

## **Method of Claim**

**11.0514. Method of Claim.** Entitlement to CCA will be captured by Unit HR Admin Staff in accordance with instructions issued by DBS.

## **Method of Payment**

**11.0515. Method of Payment.** Payment will be at the appropriate rate of CCA, monthly in arrears, via the Service person's salary.

# Chapter 11 Section 6 – SSBN Extended Patrol Payment (SSBN EPP)

## General

**11.0601. Aim.** The aim of SSBN EPP is to recognise and compensate for the significantly increased burden placed on personnel who experience extended SSBN patrols.

**11.0602. Income Tax and National Insurance Contributions (NICs).** SSBN EPP attracts a personal liability for Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility and Entitlement

**11.0603. Eligible Service Personnel.** Eligibility and entitlement are published annually by Navy People-REM Hd as a Directed Letter.

## Rates

**11.0604. Rates of SSBN EPP.** The current daily rate of EPP is published annually by Navy People REM-Hd as a Directed Letter.

## Method of Claim

**11.0605. Method of Claim.** Entitlement to SSBN EPP will be captured by Unit HR Admin Staff in accordance with instructions issued by DBS.

## Method of Payment

**11.0606. Method of Payment.** Payment will be made retrospectively on completion of the EP at the appropriate rate via the Service Person's salary.

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## Chapter 12 Section 1 - Disturbance Expenses Amended/Updated

### General

**12.0101. Aim.** The aim of Disturbance Expense (DE) is to contribute towards the necessary additional expenses that may arise when the Services require their personnel to make a qualifying move to or from a RWA on permanent assignment.

**12.0102. Scope.** DE applies for moves within the UK, between the UK and overseas, overseas and UK or moves between overseas stations. Expenditure associated with moving from one residence to another varies from move to move. The expenses (see **Annex A** to this Section) that underpin the DE rates are kept under constant review to ensure the rates cover expenses incurred in the majority of moves. Some SP will find that the expenses incurred in connection with a particular move will be higher than the allowance paid, while for other moves expenses will be lower. Over the course of a full career, therefore, DE will have made a significant contribution towards costs incurred.

**12.0103. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 271 to 287 elements of DE are taxable. Where required, tax and NICs will be met by MOD and paid by DBS under a PSA for:

- a. Mid-assignment moves for Service reasons within the UK.
- b. Final Tour of Duty moves within the UK (see **Section 5** of this Chapter).
- c. Moves under the Army Over 37 Provision (see **Section 7** of this Chapter).
- d. Any other UK move to a Residence at Work Address (RWA) which is within 50 miles or 90 minutes travelling time of the previous RWA.
- e. The Child Element of DE (see paragraph **12.0115**) associated with moves within the UK.
- f. A percentage, as agreed between CDP Rem and the HM Revenue and Customs (HMRC), of all other claims associated with moves within the UK.

### Eligibility

**12.0104. Eligible Service Personnel.** Amended/Updated.

- a. Regular Service, MPGS and Full Time Reserve Service (Full Commitment) (FTRS(FC)) personnel are eligible on moving from<sup>1</sup> Phase 1 to Phase 2 training on a qualifying move, and on subsequent qualifying moves.
- b. FTRS(FC) personnel on selection for, and subsequent return from, an overseas assignment [into a Regular JPAN are eligible.](#)

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<sup>1</sup> This eligibility includes Service personnel who are currently transitioning to Phase 1 training in another Service or those Service personnel commissioning, or transferring to Non-Commissioned Aircrew terms of service, from the ranks.

- c. FTRS (Limited Commitment) (FTRS(LC)), FTRS (Home Commitment) (FTRS(HC)), Additional Duties Commitment (ADC), Army Reserve Non Regular Permanent Service (NRPS) may be eligible and but only when they are invited to be assigned to a new duty station mid-contract, in the interests of the Service, and it is authorised by the DBS MIL PERS-MIL OPS PACCC.

#### **12.0105. Ineligible Service Personnel.**

- a. SP joining their initial (Phase 1)<sup>2</sup> training unit.
- b. SP leaving the Services unless entitled to Final Tour of Duty (**12.0112b**), redundancy or being medically discharged (**12.0112a**).
- c. SP assigned to the European Union Military Staff (EUMS) are ineligible for both their move to and from their EUMS assignment as they receive EU Daily Subsistence Allowance (EUDSA) (see **Chapter 9 Section 10**).
- d. University Cadets, Medical or Dental Cadets and Foundation Year 1&2 Doctors, including re-designated deferred University Cadet Entrants (UCEs), are ineligible when in receipt of pay that includes an element for education grant.

### **Qualifying Criteria**

**12.0106. Qualifying Moves.** It is the move of the SP, not the immediate family (except under circumstances in **12.0121**, **12.0109** or **12.0108a**), which provides eligibility for DE. To qualify for DE SP must:

- a. Be ordered in writing to move to a new place of duty to undertake a permanent assignment following Phase 1 training<sup>1</sup> or on subsequent qualifying moves (but see **12.0105**); or
- b. Be required to move from a RWA to temporary accommodation awaiting a further assignment (e.g. on an extended period of sickness). Where the subsequent assignment necessitates a further move to a RWA this will also attract DE; or
- c. Undertake a mid-assignment move as detailed at **12.0117** or
- d. Undertake a move in advance of an extended operational tour as detailed at Annex B to Section 1 of Chapter 2 para 1(j) and 12.0412(m).

For the purposes of Remote Working (RW), DE may be claimed by Service persons moving to or from an Alternative Work Address (AWA) when making a qualifying move on permanent assignment. SP will not be entitled to DE when making a mid-assignment move to an AWA unless ordered to in writing (**See 12.0117**). Where the SP's AWA is separate to their RWA, DE may only be claimed from one of these.

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<sup>2</sup> This does not include Service personnel who are currently transitioning to Phase 1 training in another Service or those Service personnel commissioning, or transferring to Non-Commissioned Aircrew terms of service, from the ranks, who are eligible.

**12.0107. Non-Qualifying Moves.** The following moves are ineligible:

- a. Where SP move between 2 Selected Places of Residence (SPR).
- b. Where SP return from an assignment, where they occupied public accommodation, to a property that they previously lived in and which their family continued to occupy during their absence (e.g. those returning from SSSA to a home that has been continually occupied by their family, or single SP returning to privately owned or rented property that has not been let, or those returning to a home under Final Tour of Duty moves).
- c. Where a couple move accommodation mid-assignment following their marriage/civil partnership, regardless of whether they have established a home prior to marriage/civil partnership.
- d. When SP move into accommodation in a seagoing unit.
- e. When SP undertake operational tours.
- f. Moves between SLA within the same Unit unless detailed in **12.0117**.
- g. When SP are in the final 6 months of their service. Where eligible, SP may be entitled to claim the Final Tour of Duty Allowance (**See Chapter 12, Section 5**).

**12.0108. Qualifying Residences.** To qualify for DE SP must be entitled to move at public expense and the move must be to or from a RWA. For remote working purposes, an AWA will also be considered a qualifying residence where the criteria in **para 12.0106** are met.

- a. If a SP elects to serve unaccompanied (UnAcc) and settle their immediate family in a SPR in the UK, DE may be claimed at the SFA or privately owned or rented accommodation Rate.
- b. Where a SP assigned in the UK occupies SFA by virtue of their appointment, in accordance with JSP 464 Part 1, paragraph 0302, DE will be paid at the SLA rate unless they are also eligible to claim DE at the appropriate SFA/SSFA/Privately Owned/Rented rate for a family move (see paragraph **12.0108a**).
- c. Where a SP assigned overseas occupies SFA by virtue of their appointment, in accordance with JSP 464, Part 2, paragraph 0302, DE will be paid at the appropriate SFA/SSFA/Privately Owned/Rented rate. If that SP is also eligible to claim DE at the appropriate SFA/SSFA/Privately Owned/Rented rate for a family move (see paragraph **12.0108a**) only one DE claim may be made.
- d. Where a SP successfully applies to occupy surplus SFA on assignment, in accordance with JSP 464, Part 1, Chapter 9, DE will be paid at the SFA/SSFA/Privately Owned/Rented rate; this does not confer entitlement to any other relocation allowances unless mentioned within the specific chapters. The SP will not be eligible to claim further DE should they be required to vacate the surplus SFA in accordance with JSP 464, Part 1, paragraph 0905.

- e. Where a SP is required to be accommodated in appropriated SFA in lieu of SLA (IAW JSP 464 Vol 2 Pt 1 para 0209), DE will be paid at the SLA rate unless they are also eligible to claim DE at the appropriate SFA/SSFA/Private Owned/Rented rate for a family move (see paragraph **12.0108a**).

**12.0109. Service Couples (as per definition at 02.0205).** A PStat Cat 1(s) or (c) SP, whose authorised change of PStat Cat was effected at the time of the new assignment, may claim DE provided a claim, other than at the SLA rate, has not been made by either of the partners in the previous 182 days. For determination of entitlement in exceptional circumstances (e.g. short notice change of assignment) casework should be submitted to DBS MIL PERS-MIL OPS PACCC.

**12.0110. Qualifying Periods.** There is no entitlement to DE for moves solely as a consequence of a temporary assignment (as defined in 02.0107) except in the following circumstances:

- a. A family move to a residence, which is to be occupied during 2 or more assignments or courses (which may be at different places) provided the total period of occupation is expected to exceed 182 days.
- b. SP returning from an overseas assignment when leaving the Services and with an expectation of at least 91 days service (this period includes resettlement courses and terminal absence) from the date of arrival in the UK. Where it can be demonstrated that the 91 days qualifying period cannot be achieved for Service reasons a case is to be made to DBS MIL PERS-MIL OPS PACCC.

**12.0111. Cancelled Assignment.** A SP whose Assignment Order is cancelled and who has necessarily incurred expenses in anticipation of a qualifying move, may submit a claim for these expenses to DBS MIL PERS-MIL OPS PACCC. The total claim must not exceed the appropriate rate of DE and any Child Element (see paragraph 12.0115). Only items of expenditure which the allowance was devised to cover (see Annex A to this Section) will be admissible and receipts must be provided. If the full entitlement to DE has been claimed prior to notification of the cancellation receipted actual costs incurred should be included in casework submitted to DBS MIL PERS-MIL OPS PACCC.

**12.0112. Medical Discharges.** SP will be eligible for DE on medical discharge under the following circumstances:

- a. They have been awarded a Joint Medical Employment Standard (JMES) of Permanent, Medically Non-Deployable by their Service Employment Board with a Medical Employment Standard of A5/L6/M6/E5, ie unfit to be taken into the air, unfit for land or maritime environments and may be employed within the UK only. This includes Army personnel who are medically discharged under Medical Employment Standard L5, who were not made an employment offer. A code that indicates fit for service in a functional area that is not linked to the Service person's own Service is acceptable, eg a sailor graded L5. (For further information on JMES see JSP 950, Vol 6, Ch 7).

- b. SP who are discharged from the Services on medical grounds, and who will be in receipt of an Immediate Pension<sup>3</sup> or Early Departure Payment, may be entitled to the benefits of the Final Tour of Duty Provision (see **12.0505g** to this Chapter).

**12.0113. Personnel Transferring Between the Services.** Where a SP transfers from one Service to another, with no break between the 2 periods of service, this will be treated as an assignment for DE purposes and will be payable if they are otherwise eligible.

## Entitlement

**12.0114. General.** Only **one** claim and therefore **one** rate of DE is payable when a SP is permanently assigned to a new duty station (but see paragraph **12.0117**), including the Child Element of DE where appropriate. The DE payment is to be based upon the type of accommodation the Service person is going to occupy and whether it is in the UK or overseas. The property for which DE is claimed must be occupied for a minimum of 6 months during the assignment. In cases where the accommodation for which a DE payment is made is vacated within 6 months for other than Service reasons recovery action will be taken. Rates payable are for moves into:

- a. **SFA or Privately Owned or Rented Accommodation.** This rate is payable to SP who occupy either SFA (except see paragraph **12.0114b**) or Substitute Service Families' Accommodation (SSFA), their own property or privately rented accommodation for which they are a signatory on a tenancy agreement either in the UK or overseas.
- b. **SLA.** This rate is payable to SP who occupy SLA or Substitute Service Single Accommodation (SSSA). For the purposes of DE, accommodation in a seagoing unit is not SLA and those moving into such accommodation do not have an entitlement to DE. Where a SP occupies SFA by virtue of their appointment, in accordance with JSP 464, Part 1, paragraph 0302 or Part 2, paragraph 0302, DE will be paid at the appropriate rate (see paragraphs **12.0108b** and **12.0108c**). Where SP are also eligible to claim DE at the appropriate SFA/SSFA/Privately Owned/Rented rate for a family move (see paragraph **12.0108a**) only one DE claim may be made.

**12.0115. Child Element.** The Child Element of DE contributes towards the additional costs<sup>4</sup> faced by Service parents when their child(ren) are required to change school **as a direct result** of the SP being permanently assigned to a new duty station. SP entitled to DE may claim the Child Element for each child (as defined at **02.0110**) who is receiving full-time education, which includes nursery school or technical college, and there is a requirement to purchase new school uniform for the child. The following conditions must also be met to be eligible to claim the Child Element of DE<sup>5</sup> :

- a. The SP must be recorded as PSTAT Cat 1 or 2 and have declared their children on JPA.

<sup>3</sup> This includes the immediate issue of a Medical Pension on discharge.

<sup>4</sup> Costs include buying new school uniform and associated items when moving a child from one school, or place of apprenticeship, to another.

<sup>5</sup> For determination of entitlement in exceptional circumstances casework should be submitted to DBS MIL PERS-MIL OPS PACCC.



- b. The SP must be eligible for the SFA / SSSFA / Privately Owned/Rented rate of DE. SP claiming the SLA rate of DE will not ordinarily be eligible for the Child Element of DE.
- c. Any nursery school or playgroup is to be established under formal arrangements with the Local Education Authority (LEA) or equivalent overseas.

**12.0116. Delayed Moves.** The aim of a delayed move is to retain eligibility for a move at public expense and DE where there is a clear intent to move on assignment. Delayed moves resulting in an entitlement to DE are as per paragraph **12.0412**. SP who move into SLA on a temporary basis while arranging permanent accommodation may defer the payment of DE until they move into their selected permanent accommodation and therefore claim the appropriate rate (see paragraph **12.0114**). DE may not be claimed for both moves. Delayed moves for any other reason may be authorised by DBS MIL PERS-MIL OPS PACCC.

**12.0117. Mid-assignment Moves.** The following rules apply for entitlement to DE on mid-assignment moves:

- a. DE is payable for mid-assignment moves where a move of accommodation is directed by DIO, or equivalents, or for Service reasons<sup>6</sup>. Where there are compelling welfare, medical or compassionate reasons for a mid-assignment move approval should be sought from DBS MIL PERS-MIL OPS PACCC. The CO or authorising officer should stipulate whether the case requires urgent resolution or not.
- b. Where the SP accommodation entitlement changes due to promotion or a change in the size of the immediate family (other than as a result of first setting up of home as per **12.0107c**) the SP will normally be entitled to a mid-assignment move and therefore the associated level of DE. The SP must have an expectation of occupying the new property for at least 6 months.
- c. Mid-assignment moves for other personal reasons, including on estrangement, and for operational deployments do not give an entitlement to DE.
- d. Mid-assignment moves to or from an AWA do not give an entitlement to DE unless the SP has been ordered to in writing or the conditions in sub para a. above have been met.

**12.0118. House Moves on Security Grounds.** Any requirement for SP to move home as a result of a security threat, which has been verified by a Home Department Police Force, is to be treated as a move of house for Service reasons. Such SP are entitled to Disturbance Expenses, Refund of Legal Expenses and Movement and Storage of Personal Effects allowances and may additionally claim for any extraordinary expenditure incurred.

- a. For Mainland UK moves, CDP(AF Rem) AHd Allces is responsible for authorising all claims, including any extraordinary expenditure, having consulted with single Service/TLB staff. The process for submitting claims and details of eligibility is at **Chapter 12, Section 4**.

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<sup>6</sup> Mid-Assignment Moves between SLA should be of a permanent nature i.e. for a minimum of a 6 month period as stated in Para **12.0114**.



- b. For Northern Ireland moves, Comd 38 (Irish) Brigade is responsible for authorising all claims, having consulted with CDP(AF Rem) staff. The process for submitting claims and details of eligibility is contained within 38 (Irish) Brigade Standing Instructions (NISO 119).

**12.0119. Service Couples.** Where a Service couple occupy the same private accommodation (owned or rented) or SFA/SSFA, only one individual is eligible to claim DE for that accommodation. This is normally the individual who is recognised as PStat Cat 1s.

**12.0120. SP Sharing Private Accommodation.** Where a SP entitled to DE moves into shared private accommodation with other SP, who are not their spouse or civil partner, the rate of the allowance payable will be as follows:

- a. When sharing with one other SP, who is entitled to claim DE for the move, on occupying the accommodation half the appropriate rate is payable. When calculating this rate, the resultant sum is to be rounded up to the nearest whole pound.
- b. When sharing with 2 or more other SP, who are entitled to claim DE, on occupying the accommodation one third of the appropriate rate is payable. When calculating this rate, the resultant sum is to be rounded up to the nearest whole pound.

**12.0121. Families of Deceased SP.** Following the death of a SP, their immediate family is entitled to DE for any move between Service accommodation and for their final move from Service accommodation into private accommodation.

**12.0122. Evacuated Families.** For entitlement to DE as a consequence of emergency evacuation from an overseas assignment, see **Section 6** to this Chapter.

## Rates

**12.0123. Method of Rate Calculation.** The rates are based upon the average additional expenditure incurred when SP are required to move into a RWA at a new duty station in the UK or overseas. MOD then determines the type of expenditure it will support (e.g. at present it will support the cost of providing new school uniforms; but it will not support the loss of income as a result of a spouse/civil partner or partner giving up their employment). The full list of items to which DE currently contributes is at **Annex A** to this Section.

**12.0124. Publication of Rates of DE.** The rates of DE will be published in the annual CDP Rem Directed Letter "Rates of Entitlement for Allowances for SP". The current rates are also at **Chapter 3 Section 1**.

## Method of Claim

**12.0125. Method of Claim.** Claims for DE may be submitted 45 days prior to the expected move date. Service personnel are to claim using the JPA on-line self-service system. For those personnel with no access to the JPA on-line system, JPA Form F018 is to be submitted to unit HR admin staff. The unit HR admin staff will then check the claim

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prior to its authorisation by the unit Allowances Checker and input to the JPA system via an Element Entry.

## Method of Payment

**12.0126. Method of Payment.** The appropriate rate of DE and Child Element may be paid in advance of, but not more than 30 days prior to, a qualifying move. DE payments will be made via the Service person's salary. The rate of DE payable will be the rate in force on the date of the qualifying move. DE payments to families of deceased personnel will be made under arrangements made by JPAC. Unit HR admin staff are to ensure that the amount paid is recovered if the move does not take place, or payment is appropriately adjusted if the type of accommodation eventually occupied differs (see paragraph **12.0111**) from that for which payment was made.

## Annex

A. Expenses that Disturbance Expenses Contributes Towards.

## **EXPENSES THAT DISTURBANCE EXPENSES CONTRIBUTES TOWARDS**

1. **Expenses Included in the DE Rate.** DE **contributes** to the following areas of expenditure incurred as a result of moving property:

- a. Preparation of current accommodation for march out/sale/letting (e.g. the cost of paint for making good, commercial cleaning, window cleaning, dry cleaning, laundry).
- b. Mail redirection.
- c. Additional cost of postage/telephone calls.
- d. Loss of food (opened packets/non transportable).
- e. Installation of domestic appliances.
- f. Alterations to electrical fittings (e.g. plug/voltage changes on assignment to/from overseas).
- g. Clearance of garden/household rubbish.
- h. Provision or alteration of furnishings.
- i. Installation of Satellite/Cable Equipment.
- j. Insurance of stored items.

2. **Expenses Included in the Child Element of the DE Rate.** DE **contributes** to the following areas of expenditure incurred as a result of moving property:

- a. School uniform.
- b. School shoes.
- c. School sports kit.
- d. School/Course books.

# Chapter 12 Section 2 – Insurance Allowance

## General

**12.0201. Aim.** The aim of Insurance Allowance (IA) is to meet the average cost of transit insurance purchased by Service personnel when they are required to move their Personal Effects (PE) for Service reasons, but are not entitled to claim Disturbance Expenses.

**12.0202. Income Tax and National Insurance Contributions (NICs).** IA is liable to Income Tax and NICS in respect of assignments, temporary assignments or deployments within the UK. The tax and NICS will be met by MOD and paid by DBS under PSA. In accordance with ITEPA 2003 Section 299 IA is non-taxable for Service personnel assigned, temporarily assigned, or deployed outside the UK.

## Eligibility

**12.0203. Eligible Service Personnel.** All Service personnel who are entitled to move their PE using Unaccompanied Baggage (UB) (see **Section 4** of this Chapter) or unit arranged moves on deployment or assignment, but are ineligible to claim DE for the move, are eligible to claim IA.

## Ineligibility

**12.0204. Ineligible Service Personnel.** Those Service personnel who have received DE for a particular move are ineligible for IA for the same move.

## Entitlement

**12.0205. General.** Eligible Service personnel are entitled to a payment of IA if they have purchased insurance to cover their PE in transit. Refund of the actual cost may be paid, up to the maximum IA rate. However, individuals may not draw IA in respect of the same operational deployment and therefore it is expected that only one IA claim may be made within a 12 month period.

## Documentation

**12.0206. Supporting Evidence.** Service personnel are required to retain, for 24 months, supporting evidence of the purchase and cost of the transit insurance cover to the full value of their PE. Where this is included in a household insurance policy, it should be shown separately within the schedule.

## Rates

**12.0207. Method of Rate Calculation.** The rate at which IA is paid will be updated annually by CDP(AF Rem) Allces in line with Consumer Price Index changes. The rates are published in the annual CDP(AF Rem) Allces Directed Letter “Rates of Entitlement for Allowances for Service Personnel”. The current IA rate is also at **Chapter 3 Section 1**.

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## **Method of Claim**

**12.0208. Method of Claim.** Claims for IA will be submitted by the Service person using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

## **Method of Payment**

**12.0209. Method of Payment.** All Expenses Claim entitlements, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

# Chapter 12 Section 3 – Refund of Legal Expenses

## General

**12.0301. Aim.** The aim of Refund of Legal Expenses (RLE) is to contribute towards the legal and associated expenses a Service person necessarily incurs when on assignment they elect to both sell a Residence at Work Address (RWA) and purchase a RWA at the new duty station. Alternatively, it contributes towards the legal fees that arise on letting and repossession of a home (see **Section 3 Part 2**). It therefore assists existing homeowners to remain in the property market.

**12.0302. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 271 to 287 refunds of expenses incurred in respect of the sale and purchase of residences are non-taxable. Refunds of legal fees in respect of letting and repossession are liable to tax and NICs; these are met by the MOD and paid by DBS under PSA.

## Definitions

**12.0303. Qualifying Assignment.** A Qualifying Assignment is one for which a Service person is in possession of a permanent assignment order requiring them to move to a new duty station, which clearly indicates a likelihood of serving a minimum of 12 months at the new duty station. For RLE Letting a Qualifying Assignment is one which clearly indicates that the Service Person is likely to serve at least 6 months (182 days) at the new duty station.

**12.0304. Commuting Distance.** For the purposes of these regulations, the acceptable commuting distance is defined as being within 50 miles of the duty station or, if over 50 miles, within 90 minutes' travelling time by public transport.

**12.0305. Qualifying Residence.** For the purpose of these regulations a qualifying residence is defined as being a static home (e.g.house, flat, maisonette, bungalow or mobile home). Houseboats, caravans and dedicated business premises (but see paragraph **12.0313**) are not qualifying residences.

For the purposes of Remote Working (RW), RLE may only be claimed for an Alternative Work Address (AWA) where the residence is also the Service Persons RWA.

**12.0306. Qualifying Moves.** A Qualifying Move is one in which the sale and purchase or the letting of the residence is as a direct consequence of an assignment to a new permanent duty station that entitles the Service person and, if appropriate, their immediate family, to move at public expense

- a. The new duty station must not be within commuting distance of the Service person's presently owned residence at the current or, if appropriate, a former duty station. However, personnel in receipt of a Homeowners' Re-Entry Certificate

(**paragraph 12.0320 refers**) who on assignment have no reasonable expectation<sup>1</sup> of where their duty station will be on the subsequent assignment but are assigned back to their former station will, by exception, be entitled to RLE. Where doubt exists a case is to be submitted to the DBS MIL PERS-MIL OPS PACCC for consideration.

b. Where the new duty station is within commuting distance but there are exceptional circumstance (e.g. a move across the Severn Bridge) to justify a qualifying move, a case is to be submitted to the DBS MIL PERS-MIL OPS PACCC for consideration.

## **General Conditions for Sale and Purchase of a RWA and Letting of a RWA**

**12.0307 RWA.** A RWA, or former RWA, is defined as a property that is occupied, or has been occupied, by the Service person for a minimum period of 6 months either at the present duty station or a previous duty station.

**12.0308. Claims.** RLE against one property, either for sale/purchase or letting, per qualifying assignment is permissible to be claimed.

**12.0309. Reserve Forces.** For the purposes of this Section, Reserve Forces refers only to Full Time Reserve Service (Full Commitment) (FTRS(FC)) personnel who are required, for Service reasons, to relocate in mid-commitment, and are able to satisfy the length of employment conditions within these regulations. (Although Army Reserve NRPS, FTRS (Limited Commitment) (FTRS(LC)), FTRS (Home Commitment) (FTRS(HC)) and Additional Duties Commitment (ADC) may be eligible exceptionally to claim refund of legal expenses if they are invited to be assigned to a new duty station and have to move house in the interests of the Service and when authorised by the DBS MIL PERS-MIL OPS PACCC).

**12.0310. Length of Service.** The claimant must have completed 3 years service (3 years cumulative commitment service for eligible Reserve Forces), and must have at least 12 months remaining to serve from the date of taking up the new assignment.

## **PART ONE**

### **RLE for Sale and Purchase of a RWA**

#### **ELIGIBILITY**

**12.0311. Eligible Service Personnel.** Regular, Reserve Service and MPGS personnel who sell a property that is a RWA at the current duty station, or was a RWA at a former duty station and then purchase a property that is to be a RWA at the new duty station, will receive a refund of the legal and associated expenses incurred in the sale and purchase of the properties up to an MOD limit.

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<sup>1</sup> Personnel who through the nature of their trade or unit they belong to can reasonably expect to be based at one location for the majority of their careers, for example a base ported sailor or an air engineer of a specific airframe type with a permanent base, are ineligible.



## CONDITIONS

### 12.0312. General Conditions. The following conditions apply:

- a. The Service person must be in possession of an Assignment Order which clearly states that there is a likelihood of serving a minimum of 12 months full time service at the new duty station from the latest of the following dates:
  - (1) The effective date of the start of the new assignment; or
  - (2) The date of joining the new duty station; or
  - (3) The sale completion date if sale expenses only are claimed at this time. A Homeowner's Re-Entry Certificate (HREC) must be obtained in these circumstances (see paragraph **12.0320**); or
  - (4) The date of occupying the newly purchased property or, if accompanied, the date of occupation by the immediate family, if both sale and purchase expenses are claimed; and
- b. The claimant must own the qualifying residence that is being sold and it must be, or have been, a previous RWA; and
- c. The claimant must purchase a RWA at the new duty station (but see paragraph **12.0320** concerning personnel in possession of a HREC); and
- d. Any sale and purchase must occur within 6 months of joining the new duty station. However, the period may be extended for a further 6 month period by application to the unit's HR, in the following circumstances:
  - (1) Service personnel who are deployed or temporarily assigned from their duty station for a period of 3 months or more within the first 6 months of arriving at their new duty station.
  - (2) Service personnel who can demonstrate negative equity regarding the sale price/mortgage value.
  - (3) Service personnel who can demonstrate that they have continuously marketed their property at a realistic price since the date of assignment but have been unable to achieve a sale.
- e. An application to DBS MIL PERS-MIL OPS PACCC must be made where personnel seek an extension in the following circumstances:
  - (1) Beyond 6 months for Service personnel in PStat Cat 1 or 2 who have dependant children within the last 2 academic years (or for the duration of the course if less than 2 academic years) before public examinations in secondary education, provided they are not in receipt of CEA(Board), CEA(SENA), CEA(Day) or CEA(SENA(Day)).
  - (2) Beyond 6 months for Service personnel with genuine and severe personal reasons (e.g.health or compassionate).

(3) Beyond 12 months where unit HR staff have previously granted an extension.

f. **Maximum Refund.** Eligible Service personnel are entitled to a combined maximum up to the RLE limit as detailed in **Chapter 3 Section 1** in respect of allowable expenses arising from property sale and purchase, unless a greater sum is permitted under the terms of paragraph **12.0318a**.

### **Conditions Relating to the Sale and Purchase of Properties**

**12.0313. Non-Residential Use.** If any part of a property at either the old or new duty station was, or will be, used for other than purely residential purposes, (e.g.a farm, boarding house or shop), DBS MIL PERS-MIL OPS PACCC is to be consulted on the apportionment of the selling or purchase price of the property to business and residential elements, for the purpose of determining the admissible refund of legal expenses.

**12.0314. Ownership.** The properties being sold and purchased must be owned either solely or jointly by the Service person(s) claiming RLE.

### **Conditions Relating to Joint Ownership**

**12.0315. Joint Ownership.** Service personnel are not eligible to claim RLEs for expenses that have, or will be, claimed by a joint owner from any other source. They may, however, receive RLEs up to the value of the allowable expenses that have not been, and will not be, claimed by any other joint owner(s), up to the RLE limit.

**12.0316. Sale and Purchase by Service Joint Owners.** In the event that 2 (or more) Service personnel jointly own a property that is a RWA for them all, and they decide to sell the property in order that there can be a purchase of a RWA at their new place(s) of duty, subject to their fulfilling all other qualifying criteria, the allowable expenses, up to the RLE limit, will be apportioned on the basis of equal shares irrespective of the varied costs that the different claimants may incur, except that each claimant may not receive refunds greater than their actual costs incurred.

**12.0317. Sale by Service Joint Owners and Individual Purchase.** In the event that 2 (or more) Service personnel jointly own a property that is a RWA for them all, and they decide to sell the property in order that they can each purchase RWAs at their respective new places of duty, subject to their fulfilling all other qualifying criteria, the allowable expenses will be apportioned as follows:

a. They may share refunds of up to half the RLE limit in respect of allowable expenses arising from the sale of the jointly owned property at the current duty station.

b. They may each claim up to half the RLE limit in respect of allowable expenses arising from the purchase of the individually owned properties at their new duty stations.

**12.0318. Individual Sale and Purchase by Service Joint Owners.** In the event that 2 (or more) Service personnel each own separate properties that are RWAs, which they decide to sell in order that they can purchase jointly a single property that will be a RWA

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for all of them at their new place(s) of duty, subject to their fulfilling all other qualifying criteria, the allowable expenses will be apportioned as follows:

- a. They may each claim up to half of the RLE limit in respect of allowable expenses arising from the sale of each of the properties at the current places of duty.
- b. They may also share the refunds in respect of allowable expenses arising from the joint purchase of the property at their new duty station, up to a total maximum value of half of the RLE limit. This will be apportioned on the basis of equal shares irrespective of the varied costs that the different claimants may incur, except that each claimant may not receive refunds greater than their actual costs incurred.

**12.0319. Cases of Doubt.** Any cases of doubt should be referred to DBS MIL PERS-MIL OPS PACCC.

### **Conditions Relating to Homeowners' Re-Entry Certificates (HREC)**

**12.0320. HRECs.** Service personnel, whose circumstances on assignment meet one of those defined below may be issued with a HREC, authorised by their CO (or their designated representative). The HREC (**Annex A**) is to be raised in duplicate, with one copy being handed to the Service person and one retained in their personnel records. Claimants should not make financial arrangements on the presumption of their application being agreed. The HREC entitles them to be refunded sale expenses, and be permitted to defer the subsequent purchase and retain eligibility for a refund of purchase expenses until a future qualifying assignment. HRECs may be authorised in the following circumstances:

- a. Service personnel assigned within the UK who are unable to purchase a suitable property within commuting distance of the new duty station as well as being unable to let their current property. Applications must be supported by documentary evidence showing that:

- (1) Suitable properties are not available for purchase within commuting distance of the new duty station because of much higher prices (a selection of estate agent's notices showing prices from areas within commuting distance of the new duty station is acceptable); and

- (2) Attempts to let the current property at a fair market rent over a period of at least 3 months have been unsuccessful, supported by either a solicitor's or estate agent's letter stating that the property has been on the market at a fair market rent and there have been no agreed tenancies. This letter should show the rent at which the property has been placed on the rental market, as well as the rent of similar properties in the local area; or

- (3) The mortgage lender prevents letting; or

- (4) The anticipated rent is less than the Service person's mortgage repayment.

or

- b. The Service person is assigned overseas, to London (defined as the area bounded by the M25), NI, RAF Valley, the Channel Islands, the Isle of Man or the

Scottish Outer Isles and opts not to purchase at their new duty station; or

c. The Service person is required for Service reasons to occupy an ex-officio/tied SFA at the new duty station; or

d. The Service person is assigned to a course for a period of between 6 and 12 months. This will permit purchase at the new duty station to be deferred for 6-12 months once the HREC has been issued.

**12.0321. Valid Period of HREC.** Service personnel in possession of a HREC are allowed to retain their HREC for as long as they are assigned to stations in locations that would qualify for the issue of a HREC, but they must purchase a property on the occasion of their next qualifying assignment. However, where there are considered to be sound reasons for the Service person to remain outside the property market even though they have been assigned to an area where an HREC is no longer justified, a case may be submitted to DBS MIL PERS-MIL OPS PACCC for consideration.

### Conditions Relating to Recoveries

**12.0322. Recovery of RLE.** Refunds made under the RLE scheme will normally be recovered in the following circumstances:

a. If within 12 months of joining a new duty station, the Service person leaves the Service at their own request or as a result of misconduct or a disciplinary offence; or

b. If the Service person elects not to occupy the residence for at least 12 months from the date of purchase; or

c. If in possession of a HREC (i.e. monies have been claimed for the sale of a property) and no purchase is subsequently made prior to leaving the Service, the HREC is deemed to have been invalidated.

**12.0323. Waiver of RLE Recovery.** Recovery of residence purchase expenses will be waived if the residence is vacated within 12 months of purchase because:

a. The Service person dies.

b. The Service person's spouse/civil partner dies.

c. The Service person and, if married or in a civil partnership, the immediate family move to a new duty station for Service reasons; this excludes a move following misconduct or a disciplinary offence or as a consequence of an application for a move that is submitted by the Service person.

d. The Service person is prematurely discharged by invaliding or compulsorily retired from the Services for reasons beyond their control.

e. Where negative equity can be demonstrated on the sale of a property purchased within the last 12 months and for this reason no subsequent purchase is made, a case may be submitted to DBS MIL PERS-MIL OPS PACCC to waive the recovery of any sale expenses. The case may include a request for a HREC.

## Conditions Relating to the Sale of a RWA

**12.0324. The Property to be Sold.** The property to be sold must be a RWA occupied by the Service person, or have previously been a RWA. Where the property is used as a RWA only, the Service person must have travelled daily, or had an expectation of travelling daily, from it to a current or former duty station for a period of not less than 6 months. Where the property is also used as an AWA then the SP must instead have followed their agreed Flexible Working Agreement authorised by their CoC in accordance with JSP750 (Centrally Determined Terms of Service).

## Entitlement Relating to the Sale of a RWA

**12.0325. Refundable Expenses.** The following expenses, including Value Added Tax, when supported by documentary evidence (Completion Statement and a receipted bill for costs paid), may be refunded up to the RLE limit:

- a. All necessary legal expenses of sale, including legal expenses incurred on redemption of a mortgage.
- b. Estate agent's or auctioneer's fees, including advertising costs if these are charged separately.
- c. Advertising costs where an estate agent or auctioneer is not employed.
- d. The payment of penalty fees on the unavoidable early redemption of a mortgage, or in lieu of notice of redemption. The early redemption of a mortgage, and any resulting penalty fees, are deemed to be avoidable if it is possible for the Service person to transfer the existing mortgage to a new property without incurring penalty charges. Therefore penalty charges will normally only be reimbursed where a Service person is granted a HREC. However, where a Service person moving home in order to undertake an assignment without a HREC can demonstrate to DBS MIL PERS-MIL OPS PACCC (evidence from the previous mortgage provider would be necessary) that interest charges are unavoidable then they may be reimbursed within the limits prescribed in paragraph **12.0312f**. The penalty charges, where they are regarded as unavoidable, will be reimbursed subject to a maximum limit of the value of 3 months interest on the balance of the mortgage outstanding.
- e. Cost of the Home Information Pack.

## Conditions Relating to the Purchase of a RWA

**12.0326. Location and Occupation of the Property to be Purchased.** RLEs will only be paid For a property purchased within commuting distance of the qualifying assignment. The property to be purchased must be a RWA, and be occupied by the Service person.

**12.0327. Purchase of Property with LSAP.** When a new property is being purchased with the assistance of a Long Service Advance of Pay (LSAP) (see **Chapter 5 Section 7**), there is to be no duplicate refund of the same legal and associated expenses within RLE and LSAP.

**12.0328. Purchase of a Property Overseas.** A Service person wishing to claim RLE for the purchase of a RWA overseas during a qualifying assignment must seek prior permission from the DBS MIL PERS-MIL OPS PACCC. Personnel who retain ownership of their principal UK residence will not be eligible under this scheme.

**12.0329. Purchase of a Selected Place of Residence (SPR) before 1 Oct 88.** Exceptionally, personnel who purchased a residence as a SPR before 1 Oct 88 and who sell that residence and purchase at a new duty station (i.e. a RWA) as a result of a qualifying assignment, may claim residence purchase legal expenses only, up to the RLE limit. Sale expenses will not be reimbursed in these circumstances.

### **Entitlement Related to the Purchase of a RWA**

**12.0330. Refundable RLE.** The following purchase expenses, including any Value Added Tax, supported by documentary evidence, may be refunded up to the RLE limit after the refund of sale expenses:

- a. Solicitor's fees or other qualified legal agent's fees.
- b. Stamp Duty.
- c. Land Registration fees.
- d. Incidental solicitor's or other qualified legal agent's expenses.
- e. Expenses connected with a mortgage or loan, including mortgage indemnity guarantee and survey fees, but excluding interest.
- f. Cost of electrical wiring, gas and drain tests.
- g. Cost of a private survey.
- h. Cost of survey fees on a property, which because of an unfavourable report or for reasons outside the claimant's control is not purchased. Only one such additional survey fee is normally refundable, but for residence purchase in Scotland up to 5 additional survey fees may be refundable.
- i. National House Building Regulation Certificate fees.
- j. Valuation fees.

## **PART 2**

### **RLE in Connection with Letting a RWA**

#### **General**

**12.0331. General Conditions.** The following conditions apply:

- a. The Service person must be in possession of an Assignment Order which clearly states that there is a likelihood of serving a minimum of 6 months (182 days) full time service at the new duty station from the latest of the following dates:



- (1) The effective date of the start of the new assignment; or
- (2) The date of joining the new duty station.

**12.0332. Right of Possession.** Service home owners who let their RWA rather than reclaiming their sale and purchase costs in the UK as a direct consequence of a new assignment are strongly advised, if they wish to re-occupy the residence, to establish a right of repossession on the termination of the tenancy (subject, if necessary, to any legal process). This is achieved by having an appropriate tenancy agreement drawn up, and by service of the requisite legal notices to the prospective tenants.

**12.0333. Correct Legal Documentation.** A right of repossession can only be safeguarded by correct application of the relevant legislation before the property is let. Service personnel should employ the services of a solicitor (or Scottish equivalent) in drawing up the appropriate tenancy agreement, which must be compliant with the Housing Act 1988 or any subsequent Act. Failure to observe these requirements may nullify any claims for refund of residence letting-tenancy fees or costs. It is emphasised that if the tenancy agreement is drawn up by a qualifying authority, such as an estate agent or property services agency, instead of a solicitor, it will be at the claimant's own risk. In such circumstances should disputes or difficulties arise with either the agent or tenant when repossessing the property there will be no entitlement to a refund of any extra costs which result from not using a solicitor to draw up the original qualifying agreement.

### **Eligibility for Fees on Letting a RWA**

**12.0334. Eligible Service Personnel.** Subject to the following conditions, Regular and Reserve Service (see paragraph **12.0309**) personnel making a qualifying move that results in them wishing to let their property may receive a refund of legal expenses as specified in paragraphs **12.0343** to **12.0344**.

### **Ineligibility for Fees on Letting a RWA**

**12.0335. Joint Ownership Expenses.** Service personnel are not eligible to claim a refund of tenancy letting costs for expenses that have, or will be, claimed by a joint owner from any other source. They may, however, receive reasonable refunds for up to the value of the allowable expenses that have not been, and will not be, claimed by any other joint owner(s).

**12.0336 Non-Residential Use.** If any part of the property is, or will be, used for other than purely residential letting purposes, (e.g.a farm, boarding house or shop), RLE Letting expenses may not be claimed.

### **Conditions for Fees on Letting a RWA**

**12.0337. Length of Occupation of Property.** The property being let must have been a RWA, and the Service person must normally have occupied the property for at least a 6-month period during an assignment.

**12.0338. Property Ownership.** The property being let must be owned either solely or jointly by the Service person.

**12.0339. Accompanied Service.** Service personnel in PStat Cat 1 (including all sub-



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

categories) and 2 must be accompanied by their families, unless they are serving INVOLSEP, at the new duty station in order to qualify for RLE on letting.

**12.0340. Service Joint Ownership.** If the property is owned by more than one Service person, the refunds will be divided by the number of Service owners who meet all the other qualifying conditions and paid only to them.

**12.0341. Restrictions on Sale.** Service personnel who decide to let their residence and claim a refund of tenancy agreement costs will not then be eligible for a refund of expenses for selling the residence until the next or subsequent assignments.

**12.0342 Returning to the Property.** When a Service person who is claiming RLE Letting is assigned to a duty station within commuting distance of the qualifying property, eligibility for RLE Letting will cease (except for repossession fees as detailed in **12.0346**).

### **Entitlement for Fees on Letting a RWA**

**12.0343. RLE Letting Expenses.** An eligible Service person may be refunded the costs incurred in:

- a. Drawing up the tenancy agreement.
- b. Solicitor's fees for verifying the agreement.
- c. The service of the appropriate notices upon a prospective tenant that will safeguard the right of the Service person, or if required, their immediate family to re-occupy the property.

Other costs such as mortgage providers' and estate agents' fees, advertising, drawing up an inventory and checking references are not refundable.

**12.0344. Maximum Number of Claims.** Service personnel are restricted to a maximum of 2 claims per annum.

### **Eligibility for Fees on Repossession of a RWA**

**12.0345. Eligible Service Personnel.** Subject to the specified qualifying conditions, Service personnel who had a tenancy agreement drawn up under the provisions of paragraphs **12.0331** to **12.0344** may receive a refund of the legal expenses incurred when it has been necessary to instigate legal proceedings to regain possession of their property.

### **Conditions for Fees on Repossession of a RWA**

**12.0346. Conditions for Refund.** The Service person must meet one of the following conditions:

- a. They must be notified of a qualifying assignment to a station within daily commuting distance of the property that is let; or
- b. They are making a qualifying move that results in them wishing to repossess a property for occupation by themselves or their immediate family; or

- c. They have a qualifying assignment in the UK to a new duty station in a different area to that in which the let property is situated, but repossession is required in order to buy another residence at the new duty station for immediate occupation by the Service person as a RWA at the new duty station; or
- d. They are in their last year of service and they require repossession of the let property in preparation for retirement; or
- e. They are at the end of an assignment, have not received notification of their next assignment and require repossession for occupation by themselves and/or their immediate family.

**12.0347. Formal Notice to Vacate.** Formal notice to vacate must have been served to the tenant if the tenancy is periodic (e.g. by the week or month), or a fixed tenancy (e.g. for one year only) must have ended. A Possession Order granted by a court must not be dated before the Service person receives a new qualifying assignment, except in cases under sub-paragraph **12.0346e**

**12.0348. Occupation of the Repossessed Property.** Where qualification is under sub-paragraphs **12.0346a** or **b**, the Service person and/or their immediate family, must occupy the property as a principal residence within 3 months of regaining possession and must declare an intention that the residence will be occupied by them for at least 9 months from the date of occupation. Failure to meet this requirement, other than for Service reasons, will result in recovery from the Service person of any payment of repossession costs.

**12.0349. Joint Ownership Costs.** Service personnel are not eligible to claim a refund of repossession expenses that have, or will be, claimed by a joint owner from any other source. They may, however, receive refunds up to the value of the allowable expenses that have not been, and will not be, claimed by any other joint owner(s).

**12.0350. Service Joint Ownership.** If the property is owned by more than one Service person, the refund will be divided by the number of Service owners who meet all the other qualifying conditions and paid only to them.

**12.0351. Property Ownership.** The property being re-possessed must be owned either solely or jointly by the Service person.

### **Entitlement for Fees on Repossession of a RWA**

**12.0352. Refundable Repossession Expenses.** Legal expenses and solicitors' fees incurred solely in regaining possession of the property are refundable. Expenses incurred in relation to rent arrears, damage to property, checking payments, tracing the tenant, and any costs incurred as a result of not using a solicitor to draw up the tenancy agreement, or any other matter not directly related to repossession are not admissible.

## **PART 3**

### **Rates, Method of Claim and Payment**

#### **Rates**

**12.0353. RLE Rates.** The HM Revenue and Customs (HMRC) set a tax-free limit on overall relocation costs; the MOD policy is not to exceed this limit. As such, the average amount of Disturbance Expenses (DE) is combined with the average amount spent on removal and storage costs. Once this has been determined and deducted from the HMRC limit, what remains is the maximum RLE rate. Actual expenditure for RLE for sale and purchase expenses is reimbursed up to a RLE limit as shown in **Chapter 3 Section 1**. The RLE rate will be subject to periodic review using JPA generated management information.

#### **Method of Claim**

**12.0354. RLE Method of Claim.** Claims are to be submitted by Service personnel, with receipted invoices, HREC (if applicable) and all supporting paperwork, on JPA Form F004 to their unit HR admin staff. The unit HR admin staff will ensure that all appropriate paperwork is included and then forward the claim to DBS for assessment, authorisation and payment.

#### **Method of Payment**

**12.0355. Method of Payment.** Payment of approved claims will be made through the Service person's pay account up to the maximum threshold.

Annex:

A. Homeowner's Re-Entry Certificate (HREC).

## HOMEOWNER'S RE-ENTRY CERTIFICATE (HREC)

Applicants are to ensure that they have read and understood the extant regulations relating to the issuing and validity of a HREC (see **JSP 752** paragraphs **12.0320** and **12.0321**).

Service (Tick as appropriate):	<input type="checkbox"/> RN <input type="checkbox"/> RM <input type="checkbox"/> ARMY <input type="checkbox"/> RAF
Name:	
Rank/ Service No:	
Address of Property attracting entitlement to Sale element of RLE:	
Current Duty Station:	
New Duty Station:	
Date of Assignment:	
Assignment Authority:	
Date of Assignment Authority:	
Sale Fees Reimbursed:	£
<b>Applicant's Signature:</b>	

Authority is granted for the issue of a HREC to the above named.

It has been confirmed that the conditions stated in **JSP 752** paragraph **12.0320**, have been met and the above named Service person has been granted this HREC in accordance with **JSP 752** paragraph **12.0320** sub-paragraph.....[insert relevant paragraph]

UNIT STAMP
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Signature: \_\_\_\_\_  
(to be signed by OR9 or above)

Name: \_\_\_\_\_

Rank: \_\_\_\_\_

Date: \_\_\_\_\_

**Note**

In accordance with **JSP 752** paragraph **12.0312d** house purchase should be completed within 6 months of joining a new duty station. However, the period may be extended for a further 6 month period on application to Unit HR.

**DECLARATION BY SERVICE PERSON**

I have read, understood **and fully complied with the requirements of JSP 752 Chapter 12** and I am fully aware that payment of RLE is **dependant on there being a sale and purchase of qualifying residences**. I accept that if I do not purchase a property at my next qualifying assignment or if I leave the Service before I have an opportunity to purchase a qualifying property, all RLE received by me for sale costs will be recovered from my pay or terminal benefits.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Rank: \_\_\_\_\_

Date: \_\_\_\_\_

## Chapter 12 Section 4 – Movement and Storage of Personal Effects Amended/Updated

### General

**12.0401. Aim.** To enable Service personnel and accompanying members of immediate family to move and/or store their Personal Effects (PE) at public expense, within entitlement, when assigned to a new qualifying duty station.

**12.0402. Principles.** The following Principles underpin the Movement and Storage of Personal Effects, and should be applied when interpreting the regulations in this section.

- a. Removals and storage provision is to be delivered by the MOD contractor, unless otherwise stated.
- b. Entitled Service Personnel (SP) shall receive publicly funded removals and/or storage upon permanent assignment to a new duty station, or on an authorised Mid Assignment Move (see paragraph **12.0413**).
- c. For homeowners or householders, the combined maximum volume of PE that may be moved and/or stored is 67.92 Cu M.
- d. Relocation may not be granted on joining or rejoining the Services. For FTRS who immediately transfer to the regulars see paragraph **12.0409d**.
- e. Relocation will only be granted on Termination of Service, when SP qualify under **12.0416**, **12.0417** or FTOD regulations (see Section 5 of this chapter). Relocation on Termination of Service must be complete before the last day of Service (unless authorised by DBS MIL PERS-MIL OPS PACCC **prior to discharge**). No authority can be given after personnel have left the Service.
- f. SP moving to SLA, or equivalents, have different entitlements based on the accommodation type they are entitled to occupy as per JSP 464.
- g. Single SP who are homeowners or householders, who get married or enter a civil partnership and move to a Residence at Work Address (RWA) at the new duty station on permanent assignment, are entitled to relocation at public expense.
- h. Relocation may not be granted on first setting up of a home after marriage or civil partnership (but see paragraph **12.0412h**), or on moving to a SFA on change of entitlement from PStat Cat 5 to PStat Cat 2.
- i. Moves between two Selected Places of Residence (SPR) will not be funded at public expense.
- j. For the purposes of Remote Working (RW), in order to claim MSPE for moves to or from an Alternative Work Address (AWA), the conditions in paragraph **12.0412** must be met.

- k. **Where moves are not covered in these regulations casework must be submitted** to DBS MIL PERS-MIL OPS PACCC for authorisation.

**12.0403. Scope.** These regulations detail eligibility for the movement and storage of PE, and unaccompanied baggage, and outline the various methods available. They should be read in conjunction with Chapter 12 Section 1, Disturbance Expense and JSP 800 Vol 2 Part 5 which is available on the Defence Intranet. The Global Removals Management Service (GRMS) are responsible for the co-ordination, movement and storage of PE, and unaccompanied baggage, and have appointed a MOD Contractor to carry out these moves under Contract Management Authority.

**12.0404. Relationship with MOD Contractor and Contractor Managers.** Any queries SP have on entitlements should be directed to their Unit HR in the first instance not via the MOD contractor or contract managers. If Unit HR is unsure of entitlements they should pass the query up their single Service Chain of Command who should be able to resolve the query or advise that casework should be submitted to DBS MIL PERS-MIL OPS PACCC. Any queries about the removals or storage process can be found on the MOD Contractors website, or once booked can be discussed with the MOD Contractor or contract managers.

**12.0405. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 271 to 287 unless otherwise stated in paragraphs **12.0412-16**, the methods of movement and storage of PE are not subject to Income Tax. Where the tax liability depends upon 'reasonable travelling distance' this is defined as 50 miles or 90 minutes. SP will not be liable for any tax; all tax liabilities for movement and storage of PE will be met by the MOD and paid by DBS under a PAYE Settlement Agreement.

**12.0406. Insurance.** All Service personnel are strongly advised to make private insurance arrangements to ensure comprehensive and appropriate cover. Service Personnel using the MOD GRMS removals and storage service are advised that all PE is moved at the SP's risk and that the insurance held by the storage contractor will be the minimum required by the industry. This may not be adequate to cover individual requirements. No liability against public funds is accepted by the MOD or its agents for any loss, damage or delay to PE moved or placed into storage, except under conditions listed in Chapter 17 Section 3. Disturbance Expense (DE) includes an element to assist with the cost of insurance of PE in transit. Service personnel ineligible to receive DE may be eligible to claim Insurance Allowance (see **Section 2** of this Chapter).

**12.0407. Personal Contribution and Over Entitlement Costs to Contract Movements.**

- a. **Personal Contribution.** In some instances SP are required to contribute to the cost of their move. Moves to which this applies are detailed at **12.0412**. Details of repayment procedures are at **12.0427**.
- b. **Over Entitlement Costs.** Where the SP is moving, or intending to move, a volume of PE greater than their entitlement, they are to enter into a private arrangement with a contractor of their choice for the additional volume. MOD has no responsibility or liability for such private shipment or associated charges.<sup>1</sup>

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<sup>1</sup> The regulations applicable to excess baggage and privately arranged moves for additional baggage are further amplified in JSP 800 Vol 2 Part 5.



## Eligibility

**12.0408. Regular Service Personnel.** All Regular SP, including MPGS, and, where appropriate, accompanying immediate family are eligible to move and/or store their entitled PE at public expense, within entitlement, when assigned to a new duty station.

**12.0409. Reserve Forces Personnel. Amended/Updated.** Members of the Reserves Forces are not eligible for relocations at public expense, but the following exceptions apply;

- a. FTRS(FC) are entitled if required to move mid-contract for Service reasons.
- b. FTRS(FC) **are** eligible if selected for an overseas assignment **into a Regular JAPAN**.
- c. Army Reserve NRPS, FTRS(LC), FTRS(HC) and ADC personnel may be eligible if invited to be assigned to a new duty station mid-contract and are required to move home in the interests of the Service. Cases must be authorised by DBS MIL PERS-MIL OPS PACCC in advance.
- d. FTRS are entitled if they join the regulars immediately from their FTRS contract as long as the break of service is no more than 1 day and the SP is in receipt of an assignment to a new station.

**12.0410. Naval Service Only.** Naval Service personnel occupying Service Family Accommodation (SFA) Substitute Service Family Accommodation (SSFA), privately owned or rented property in a Port Area<sup>2</sup> will be ineligible for relocations at public expense when re-assigned to a new duty station within the same Port Area as the SFA/SSFA they currently occupy. However this is waived when moves are for Service reasons which may include situations where a move is necessary for DIO Ops Accommodation disposal or upgrade programmes and where entitlements change as a result of changes in family size or on promotion.

## Entitlement

**12.0411.** Eligible SP can only move or store PE at public expense within their authorised entitlement.

- a. Details of maximum entitlements are at Annex A to this section.
- b. No items that appear in JSP 800 Vol 2 Part 5 Prohibited Items List will be moved or stored at public expense. SP will be liable for additional costs incurred for failing to adhere to this policy.
- c. SP may not mix the private (UK Private Arrangements Self-Help Scheme (UKPASH)) and contract arrangements detailed in this section.

## Conditions

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<sup>2</sup> As defined in JSP 464 Vol 1 Pt 2 Ch 1 Annex C.

**12.0412.** Eligible SP may have a publicly funded move when one of the following conditions is met:

- a. They move to a new RWA address at a new duty station on permanent assignment within 3 months of reporting for duty at the new assignment (as moves more than 3 months in advance of a Report for Duty are generally for personal reasons, casework submissions will only be considered in exceptional circumstances, for example a child commencing the 2 years study prior to sitting public examinations).
- b. They undertake a delayed move<sup>3</sup> to a RWA within 6 months of reporting for duty, on the written authority of their CO. SP must have at least a further 6 months to serve at the current duty station after the move. Delayed moves may be authorised for the following reasons:<sup>4</sup>
  - (1) To allow house sale or purchase;
  - (2) Where SFA is not available at the new duty station<sup>5</sup>;
  - (3) Where a child's schooling is involved<sup>6</sup>;
  - (4) Due to spouse's requirement to complete contracted period of notice to employers or training/education courses;
  - (5) Where a SP receives an assignment order to a new duty station with a RDD within 3 months of proceeding on maternity leave, the CO may authorise a delayed move up to 3 months after their authorised return to work date.
  - (6) Where the unit/station/ship a SP is assigned to is formally warned off for an operational deployment within 3 months of the SP's RDD, the CO may authorise a delayed move up to 3 months after their final day of post operational leave. This provision is not extended to SP in receipt of CEA (see **para 14.0113c**).
  - (7) Where Early Mover Status is granted in accordance with **Chapter 12 Section 8**.
- c. Where there is a clear intent to move on assignment but a specified period of retention has been approved<sup>7</sup> at the previous Unit on the basis of: children's' education; spouses' training or education courses; spouses' requirement to give a

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<sup>3</sup> The aim of a delayed move is to retain eligibility for a move at public expense where there is a clear intent to move on assignment.

<sup>4</sup> Para 3 of Annex B to Section 1 to Chapter 2 states 'An important factor in the consideration of cases will be the permanence or expected duration of the impediment to mobility of the family.' COs may wish to refer to Annex B to Section 1 to Chapter 2 when considering approval to extensions.

<sup>5</sup> But only where SFA has been applied for immediately upon receipt of an assignment order.

<sup>6</sup> For example to enable the child to complete an academic term/year/key stage exam that moving immediately before could result in disadvantage

<sup>7</sup> The Occupancy Service Centre may authorise retention of SFA/SSFA, under the provisions of JSP 464 Part 1, Chp 7, Art 0725, however the staffing of such requests is to be coordinated by the Losing Unit CO, in consultation with the Gaining Unit CO.

contracted period of notice to employers, or; essential medical treatment that cannot be transferred.

(1) Eligibility to a move at public expense will apply until the expiry of the authorised period of retention<sup>8</sup>. SP must have at least a further 6 months to serve at the current duty station after the move and authority to retain the SFA must be approved prior to the Report for Duty Date; this entitlement does not cover retention of SFA on discharge for which moves must be completed prior to discharge. All other cases should be sent to DBS MIL PERS-MIL OPS PACCC for consideration.

(2) Authority to retain SFA does not confer automatic entitlement, nor continued entitlement, to any expenses or allowances other than MSPE and DE. Authority for all other allowances must be in accordance with extant policy within this JSP.

(3) Where there is no intent to move on assignment or for compassionate reasons an additional move is requested following relocation to the new Duty Unit this is to be classed as a Mid-assignment Move.

d. They are accompanied and occupying SFA/SSFA in the UK, and move their family to a SPR in the UK as a result of a new assignment requiring a change of duty station. Moves are to be undertaken within 3 months of reporting for duty at the new assignment, or within 6 months with the authority of their CO but only where a delay is required to allow house sale or purchase to be completed.

(1) SP occupying privately owned RWA are not entitled to publicly funded relocations to a SPR, unless qualifying under FTOD rules or if assigned to a seagoing unit.

(2) Costs of relocating to a SPR must not exceed the cost of a move by the MOD contractor to the new duty station. If the cost exceeds the entitlement a personal contribution will apply (see paragraph **12.0428**).

(3) When occupying a SPR and moving on assignment to a RWA at a new duty station the cost of the move will be limited to the cost of a move by the MOD contractor between the 2 duty stations. When the cost of the actual move is greater than entitlement a personal contribution will apply (see paragraph **12.0427**).

(4) Moves from one SPR to another SPR will not be undertaken at public expense.

e. SP are required to change RWA on temporary assignment or temporary unaccompanied assignment. This is liable to Tax if the new RWA is still within reasonable travelling distance, (see paragraph **12.0405**), of the old duty station.

f. They are required by virtue of their rank or assignment to occupy tied SFA which is fully furnished and is expected to be used for official duties. In such circumstances they can remove their entitled volume of PE to the tied SFA and/or to

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<sup>8</sup> Moves will include the provision set out in **12.0412d**.

store at public expense. The combined quantity of PE removed and stored must not exceed the individual's entitlement. PE will be removed from the tied SFA/store at public expense and moved to either the previous SPR/RWA or a new SPR/RWA when the individual is required to vacate the tied SFA on assignment (but see **12.0412d (2) and (3)**).

g. They are assigned on Loan Service, except where separate provision for a move is made by the host nation in their Loan Service Terms and Conditions of Service (LSTACOS).

(1) SP assigned to the European Union Military Staff are entitled to removals at public expense using the MOD Contractor. SP are then not entitled to claim the monthly allowance detailed at Chapter 3, Article 16, Para 2 of the European External Action Service rules.

h. They are intending to marry or become a civil partner within 3 months of the start of an overseas assignment and be joined by their spouse or civil partner within those 3 months. Should the marriage or civil partnership be delayed beyond 3 months or cancelled the move will be treated as a mid assignment move on first setting up of home and the SP may be liable to repay shipment and/or storage costs.

i. They spend a period of leave, of no more than 3 months, in the UK between consecutive overseas assignments.

j. They are assigned to a ship in build, 6 months or more before its official acceptance date, and move to a RWA at the intended Base Port, or, alternatively, to a RWA at the Build Port. If the SP resides in the Build Port for more than 183 days they are entitled to a further move to the Base Port on completion of the build.

k. They move under the Army over 37 provision (see **Section 7** of this Chapter).

l. For the first move of family PE after break up of marriage or civil partnership on change of PStat Cat. The volume of PE moved is to remain within the authorised entitlement. The immediate family **or Service Person** are entitled to move their PE within the normal entitlement, but since a personal contribution towards the costs may apply only the Service person can enter into an agreement with the Contractor:

(1) From a RWA at the SPs duty station to a location in the UK<sup>9</sup>.

(2) From a RWA at the SPs duty station to a location in the Country of Origin (CoO) of a non-British passport holder spouse/civil partner, but not to any other country. The cost of a move from the UK is to be capped at the average cost of a move within the UK on assignment, or capped at the cost of a return<sup>10</sup> move to Catterick Garrison if assigned overseas. This will be confirmed by GRMS and a personal contribution may apply.

<sup>9</sup> This includes a new RWA, should the SP retain entitlement to Service Family Accommodation, through a change of PStat Cat and be required to move.

<sup>10</sup> Cost capped at a single journey back to Catterick Garrison.

(3) From a RWA at the SPs duty station to temporary accommodation at the Services Cotswold Centre (SCC) and then for an onward move from the SCC to a location in the UK or CoO. If moving from the SCC to the CoO, costs are capped at the average cost of a move within the UK on assignment<sup>11</sup>. A personal contribution may apply.

Should an estranged couple reconcile following movement of family PE at public expense, there will be no entitlement to a move back to the SPs duty station or a further move on subsequent estrangement following reconciliation. This must be met at private expense.

m. They are assigned to an operational post and have an expectation to serve continuously on operations for 9 months or longer and elect to move their family from their RWA to a SFA (in accordance with JSP 464 para 42 (a-iv) or SPR (within GB only) up to 6 months in advance of the operational tour.

**12.0413. Mid-assignment Moves.** Mid-assignment moves may be funded at public expense under the following conditions;

- a. SP are directed to relocate mid-assignment when required by Defence Infrastructure Organisation (DIO), overseas equivalent or SSSA equivalent, to move accommodation as per JSP 464 Chapter 4 Para 0424.
- b. Where there are compelling welfare, medical or compassionate reasons for a mid-assignment move approval should be sought from DBS MIL PERS-MIL OPS PACCC. The CO or authorising officer should stipulate whether the case requires urgent resolution or not.
- c. When an existing Service Couple swap PStat Cats from 1s/5s in accordance with paragraph **02.0205**.
- d. Where the SP accommodation entitlement changes due to promotion or a change in the size of the immediate family (other than as a result of first setting up of home upon marriage or civil partnership as per **12.0402h**) the SP will normally be entitled to a mid-assignment move at public expense. The SP must have an expectation of occupying the new property for at least 6 months.

SP may not claim MSPE for a mid-assignment move to an Alternative Work Address (AWA) unless they have been ordered to in writing or the conditions in paragraph **12.0413** have been met.

**12.0414. Intra-country moves.** Where items have been provided under the Overseas Furniture Provision Scheme (OFPS) SP are entitled to an additional 2.5 Cu M to their personal effects scale of entitlement if the below criteria are met. On return to the UK or assignment to a new overseas country the entitlement remains the standard personal effects scale of entitlement.

- a. The SP is serving overseas, and
- b. The SP has been provided with items under the OFPS and

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<sup>11</sup> Calculated by GRMS.

- c. The SP is entitled to a move at public expense within the same overseas country either due to being assigned to a new qualifying duty station or entitled to a publicly funded mid-assignment move.

**12.0415 House Moves on Security Grounds.** Any requirement for SP to move home as a result of a security threat, which has been verified by a Home Department Police Force, is to be treated as a move of house for Service reasons. Such SP are entitled to Disturbance Expense, Refund of Legal Expenses and Movement and Storage of Personal Effects allowances and may additionally claim for any extraordinary expenditure incurred.

- a. For Mainland UK moves, CDP(AF Rem) AHd Allces is responsible for authorising all claims, including any extraordinary expenditure, having consulted with single Service/TLB staff. The process for submitting claims and details of eligibility is at **Annex C**.
- b. For Northern Ireland moves, Comd 38 (Irish) Brigade is responsible for authorising all claims, including any extraordinary expenditure, having consulted with CDP(AF Rem) staff. The process for submitting claims and details of eligibility is contained within 38 (Irish) Brigade Standing Instructions (NISO 119).

**12.0416. Moves on leaving the Services.** SP will not normally be entitled to a publicly funded move on leaving the Services, however, there is provision under the following conditions:

- a. They move under Final Tour of Duty regulations (see Section 5 to this chapter).
- b. They are serving overseas and return to the UK on termination of Service.
- c. They are entitled to move at sub-para **12.0416b** but choose to settle other than in the UK. The cost of such moves is to remain within the maximum cost of moving their entitlement of PE to the UK on termination of service. In these cases Catterick Garrison will be used as the notional UK destination for cost calculation purposes. If the cost of the proposed move is less than the cost of moving PE to the UK, then the move will be carried out by the MOD contractor where possible. Where the cost of the move is more than a notional move to Catterick Garrison, SP will be solely responsible for making private arrangements but a contribution<sup>12</sup> will be provided by the department.

(1) SP choosing to retire overseas will be eligible after serving 183 days on assignment at the new overseas duty station. Additional moves at public expense at the end of Service are not permitted.

(2) On commencement of the overseas assignment if PE was placed in store it may then be moved by the MOD contractor to the final destination overseas, but MOD will only pay for proportional costs to the UK port of exit. If the SP wishes to use a private contractor, MOD will move PE from storage to the contractors' depot in the UK. Such moves must be authorised through the MOD Contractor<sup>13</sup> in advance.

<sup>12</sup> Capped at the cost of a notional move to Catterick Garrison.

<sup>13</sup> The MOD Contractor will liaise with GRMS to authorise the move.



(3) Packing costs from store to delivery overseas will only be refunded up to the maximum of the cost of standard UK delivery packing. SP are responsible for all customs and other administration costs.

(4) If removal/relocation is paid for by a third party, or a third party have agreed in principle to pay such costs, then no claim can be made to repay these costs.

(5) When a retirement overseas move has been completed and a SP receives a subsequent assignment the total cost of the move must be met at private expense.

d. They are assigned to Northern Ireland or GB Islands but return to the UK mainland on termination of service. Entitlement is restricted to conveyance to the nearest UK mainland port of entry, unless FTOD has been authorised elsewhere.

e. When one member of a Service couple leaves the Services and wishes to reside in public accommodation at the remaining SPs duty station, the move will be conveyed at public expense for both SP providing it is completed prior to discharge. CO approval for the remaining SP is required prior to the move.

**12.0417. Medical Discharge.** SP who are medically discharged will be entitled to MSPE in the following circumstances:

a. They have been awarded a Joint Medical Employment Standard (JMES) of Permanent, Medically Non-Deployable by their Service Employment Board with a Medical Employment Standard of A5/L6/M6/E5, ie unfit to be taken into the air, unfit for land or maritime environments and may be employed within the UK only. This includes Army personnel who are medically discharged under Medical Employment Standard L5, who were not made an employment offer. A code that indicates fit for service in a functional area that is not linked to the Service person's own Service is acceptable, eg a sailor graded L5. (For further information on JMES see JSP 950, Vol 6, Ch 7).

b. Service personnel who are discharged from the Services on medical grounds, and who will be in receipt of a pension paid immediately<sup>14</sup> or Early Departure Payment, may be entitled to the benefits of the Final Tour of Duty Provision (see paragraph **12.0505g** to this Chapter).

c. Units are to note that relocation on Termination of Service under this provision must be completed no later than 93 days after the SP's final day in Service, providing there is a service-provided accommodation retention period in place (as authorised by the Occupancy Service Centre under the provisions of JSP 464 Part 1, Paragraph 0712c). Applications for authority beyond this period are to be submitted to DBS MIL PERS-MIL OPS PACCC prior to the SP's discharge. No extension to this authority can be given after personnel have left the Service.

**12.0418. Gurkha Baggage Scales (Entitlement).** Gurkha personnel and their families at the end of service when returning to Nepal at public expense, are restricted to the Self-Pack Scheme. Entitlements under this scheme are at **Annex A (Table 2)**. This entitlement

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<sup>14</sup> This includes the immediate issue of a Medical Pension on discharge.



does not apply to former Gurkha personnel who have transferred to Regular TACOS. These personnel are discharged in the UK and will only be granted relocation on Termination of Service in accordance with **12.0402**(e).

## Movement of PE

**12.0419. Movement Arrangements.** The contracted schemes that may be used for the movement of PE are outlined below. Entitlement to move vehicles are explained in Chapter 9 and in JSP 800. Volumes of PE and storage entitlements are found at Annex A to this chapter.

a. **The Furniture Movement Service (FMS).** The FMS will be used for moves within and between the UK, NI, France, Germany, Holland, Belgium, Denmark, Luxembourg, Italy, Spain, Portugal, Norway, Latvia, Lithuania, Estonia, Poland, Romania, Bulgaria, Greece and Turkey. Normally only one consignment may be moved and SP are not entitled to publicly funded storage. Moves within the UK only are referred to as the United Kingdom Removal Service (UKRS). The FMS/UKRS are available to;

- (1) Married accompanied personnel, those in civil partnerships, PStat Cat 2 personnel moving to or from SFA or equivalents and SP occupying overseas (not UK) SFA by virtue of their appointment (but not unaccompanied personnel moving into surplus SFA or misappropriated SFA or SFA).
- (2) Married accompanied personnel, those in civil partnerships and PStat Cat 2 personnel moving to or from privately owned/rented unfurnished accommodation.
- (3) Single homeowners or householders moving between privately owned or rented accommodation (or SFA by virtue of their appointment). Such moves must be to a RWA. FMS is not available for moves to or from SLA or equivalents.
- (4) Personnel moving from a FMS country to a non-FMS country must use the Removal Service Overseas (RSO) with the remainder of their PE placed in storage in the UK.

b. **The Removal Service Overseas (RSO).** RSO offers a lower entitlement of PE than under FMS but compensates by allowing certain eligible SP storage in the UK. The RSO is available for all married accompanied personnel, those in civil partnerships, PStat Cat 2 personnel and SP occupying overseas SFA by virtue of their appointment when moving to, from or between non-FMS countries. RSO is mandatory for all SP air-freighting to or from the USA and when air-freighting to Australia.

- (1) Only one consignment may be moved under the RSO, and any balance of consignment shipped later must be moved via the Self-Pack Service within the overall entitlement. The exceptions to this rule are that up to 2 RSO consignments may be moved to/from the USA, and to Australia, within overall entitlement.

(2) Personnel moving from a non-FMS country to a FMS country must use the RSO and will retain their rights to storage in the UK. Alternatively they may move their items from store in the UK to the FMS country, providing the combined volume of the RSO move and move from store do not exceed the maximum volume allowed under the FMS.

c. **The Self Pack Service (SPS).** The SPS is primarily intended for use by single non-homeowners and unaccompanied personnel, moving to or from a RWA in the UK or overseas and consists of one consignment only.

(1) Married accompanied SP moving in advance of their immediate family may use SPS in conjunction with the RSO or FMS, however the volume moved under SPS will count towards the overall entitlement. The SPS can also be used in conjunction with RSO to minimise the inconvenience of long transit times.

(2) Married unaccompanied personnel assigned to a new overseas duty station, where they will be joined by their family, may use the SPS but this will form part of the overall RSO/FMS PE entitlement for the family.

(3) Under the SPS, SP are responsible for obtaining packing materials from unit supply, and for the packing and unpacking of their PE. The Contractor, or military supply system where appropriate, will arrange transportation.

(4) SP deploying on Operational Tours are not entitled to ship any effects overseas through utilisation of the SPS contract (but see paragraph **12.0422**)

d. **Deferred Delivery.** SP who are assigned between two overseas locations may request deferred delivery of PE for up to three months from the date of collection from the first overseas assignment, to enable a suitable property to be sourced in the second location. Any extensions beyond 3 months must be authorised by the DBS MIL PERS-MIL OPS PACCC.

**12.0420. Private Move Arrangements – UK Private Arrangements Self-Help Scheme (UKPASH).** There is no GRMS or MOD Contractor involvement in this scheme. Service personnel may make private removal arrangement, in lieu of FMS, RSO and SPS, within the UK and claim the costs incurred subject to the criteria below;

a. Service personnel make their own arrangements using a commercial carrier or self-drive vehicle/trailer. The PE will be moved at the Service person's own risk and should be fully insured by them. The MOD will not be liable for any loss, damage or delay. The maximum amount that can be claimed is the **lower** of:

(1) The UKPASH current rate (as detailed in **Chapter 3 Section 1**) multiplied by the volume of PE moved up to a maximum of 6 CuM regardless of any higher entitlement elsewhere within this section; or

(2) The receipted actual cost for the volume of PE moved.

b. Copies of receipted invoices in the name of the SP must support all claims for UKPASH. Where a private motor vehicle is used claims will be paid at Motor Mileage Allowance (MMA) plus additional expenses incurred (such as packaging

and vehicle or trailer hire). Additional MMA claims for travel on assignment cannot be submitted for the same journey. Only one UKPASH consignment<sup>15</sup> per assignment is permitted. Applications must be pre-approved by unit HR admin staff using the form at **Annex B** of this Section.

## Storage of PE

**12.0421. General.** PE may be stored at public expense when using the RSO or when required to occupy tied SFA in the UK (as per **12.0412f**). Single homeowners or householders are entitled to storage when assigned overseas but only where their privately owned or rented property is being used as a RWA or is a Privately Maintained Property (as defined at Para **02.0137**) for which they have been claiming GYH(T).

- a. Storage is limited to 67.92 CuM minus the total volume of PE moved to the overseas duty station or tied SFA within the UK. The total combined volume of PE moved and stored must not exceed 67.92 CuM.
- b. Entitlement to storage at public expense commences 14 days prior to date of embarkation and concludes 28 days after official date of return to the UK on completion of an overseas assignment. Personnel who exceed the 28 day entitlement are responsible for the storage costs themselves, with charges commencing from day 29. Entitlement to the costs of packaging and transport will remain as per Para **12.0412**.
- c. If SP receive a subsequent overseas assignment then entitlement to storage continues until assigned back to the UK or on termination of service. On assignment SP may add or remove PE to or from store provided they stay within their total movement of PE and storage entitlements.
- d. SP are entitled to remove their full PE from storage mid assignment but there will be no further entitlement to storage until a new assignment is received. This does not give entitlement to other allowances.
- e. During an assignment, travel costs and access to stored items will not be funded at public expense.
- f. SP returning to the UK for periods of leave or training courses between consecutive overseas assignments may continue to store their PE at public expense for up to 3 months.
- g. When an assignment is cancelled and PE is already consigned to store, it may continue to be stored for a period of 28 days from date of notification of a cancelled assignment.
- h. When a SPs spouse/civil partner returns to the UK in advance of the Service person and takes occupation of a permanent residence, entitlement to storage at public expense will cease 28 days after the return of the spouse/civil partner. This move of PE to the permanent residence will be considered as the 'on assignment move'. If, however, the spouse/civil partner returns to temporary accommodation

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<sup>15</sup> A consignment is considered to be the amount of goods to be moved, up to the entitled maximum, for which multiple journeys can be authorised, within Annex B, if required.

then entitlement to storage is retained until 28 days after the return of the SP on assignment.

- i. SP utilising storage for their PE when moving into a Tied SFA on Virtue of Appointment are entitled to commence storage from the date of occupation of the Tied SFA until the date of march-out.
- j. For remote working purposes, Service couples should read paragraph **02.0146** to understand where the eligibility lies for the Storage of PE.
- k. SP working from an AWA in the UK when their duty station is overseas will not be entitled to the storage of PE. Alternatively, SP working from an AWA overseas will not be entitled to the storage of PE when their duty station is in the UK.

**12.0422. Operational Tours (not maritime deployments).** When single Service personnel residing in public accommodation are assigned on operations their PE may be stored at public expense up to a maximum of 6 CuM. Storage must initially be sought within unit storage prior to application for storage at public expense. Written confirmation from the CO of lack of unit storage must be provided when booking storage at public expense.

**12.0423. Single non-homeowners.** When Single non-homeowners are assigned to NWE they have the choice of shipping the PE using the SPS or storing their PE (up to 6 CuM) at public expense, the two elements can not be combined. When Single non-homeowners are assigned to the Rest of the World (RoW) they may ship their entitled PE using SPS, as per **Annex A**, and store the remainder up to a combined total of 6 CuM.

**12.0424. Inherited Effects.** SP who inherit effects while entitled to storage at public expense may have the additional amount added to store provided they stay within the overall combined PE entitlement. Transportation costs to store of inherited effects must be met by the SP.

**12.0425. Storage of White Goods – SSFA.** SP accommodated in SSFA or overseas equivalents equipped with white goods may be permitted to store their own white goods at public expense. Storage of white goods will only be authorised for those items actually provided in the SSFA property and not for additional personal items. One each of the following items may be stored: washing machine, tumble dryer, dishwasher, freezer and refrigerator.

## Supplementary Entitlements

**12.0426.** Supplementary entitlements for movement of PE are as follows;

- a. **Child Element.** Under the RSO there is an additional child element for each accompanying dependent child (including those entitled to SCV) as detailed in **Annex A**.
- b. **Partially and fully de-furnished entitlement.** When personnel in PStat Cat 1, 1s or 2 occupy a partially or fully de-furnished SFA (or equivalent) in one of the locations listed below, an additional volume may be included in the overall PE entitlement, in accordance with **Annex A** to this section. The additional volume may then be moved back to the UK, or on to the next overseas location providing a

partial or fully de-furnished property is occupied, on completion of the assignment. The locations currently affected<sup>16</sup> are:

- (1) Gibraltar.
- (2) Cyprus.
- (3) BATUS Canada.
- (4) BATUK Kenya.

c. **Deceased SP.**

- (1) Families of deceased SP may have an initial relocation between Service accommodation if recommended by welfare authorities, and a final relocation into private accommodation in the UK, or to the spouses or civil partners CoO.
- (2) The effects and family PE of a deceased SP serving overseas will be conveyed to the UK or spouses/civil partners CoO at public expense.
- (3) If PE is in store the charges will continue to be met from public expense for a maximum period of up to 3 months from the date of the immediate family's return to the UK or CoO. Immediate family may withdraw PE from store early if they wish.

d. **Prisoners.** On committal to civil prison from overseas, Service personnel may take with them one holdall only. Any other personal belongings will be despatched by the losing unit overseas to the prisoner's home or nominated address under official arrangements. The combined size of the holdall and PE must not exceed the appropriate entitlement shown at **Table 1 or 2 of Annex A** to this Section.

e. **Defence Diplomacy Staff.** Defence Diplomacy staff have no additional PE or storage entitlements. Although if accommodated in fully or partially de-furnished accommodation they may claim an additional volume of 1.9 CuM for partially de-furnished or 2.5 CuM for fully de-furnished properties. This is regardless of marital category and they may also consider use of the Overseas Furniture Provision Scheme (see **Chapter 9 Section 6**).

## Charges

**12.0427. Personal Contribution.** Any move of PE to or from a SPR that is of a distance further than entitlement, or any PE that remains in Storage for longer than the entitled period, will result in a personal contribution that will be recovered from the SP's salary.

- a. **Excess Mileage:** This is paid by the SP and recovered from their salary for any move to or from a Selected Place of Residence (SPR) when the distance of

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<sup>16</sup> SP who received additional entitlement under previous policy for NWE and Norway will retain grandfather rights until their return to the UK.

move is greater than the entitlement to move from RWA to RWA. All distances to be calculated via Google maps.

To illustrate:

**Move to a SPR:** Distance from current Residence at Work Address (RWA) to new Place of Duty plus 50 miles (to recognise that a RWA can be within 50 miles of a Place of Duty).

Distance between current RWA and new place of duty = (a) \_\_\_\_\_ miles

(a) + 50 miles = (b) \_\_\_\_\_ miles

Distance of move between current RWA and SPR = (c) \_\_\_\_\_ miles

Excess mileage (d) = (c)-(b) = (d) \_\_\_\_\_ miles

Excess mileage charge will be payable where (d) is greater than 0 miles.

**Move from a SPR:** Distance from current Place of Duty to new RWA plus 50 miles.

Distance between current place of duty and new RWA = (a) \_\_\_\_\_ miles

(a) + 50 miles = (b) \_\_\_\_\_ miles

Distance of move between SPR and new RWA = (c) \_\_\_\_\_ miles

Excess mileage (d) = (c)-(b) = (d) \_\_\_\_\_ miles

Excess mileage charge will be payable where (d) is greater than 0 miles.

b. **Excess Storage Period:** The SP is entitled to retain their PE in Storage for upto 28 days from date of official return to the UK, or until the date of march-out for SP who occupy a tied SFA on Virtue of Assignment. Any charges for PE that remain in storage beyond these time frames will be recovered from the SP's salary.

**12.0428. Excess Baggage.** SP are only entitled to move the volumes stated in this JSP; there is no entitlement to move excess baggage under the terms of the MOD contract. Where the contract surveyor estimates that there is a small 'excess' (less than 15% above entitlement), a SP will be able to move that excess volume with the remainder of their entitled consignment, but the cost of the excess, calculated by the MOD Contractor, will be recovered from the SPs salary. If the excess is above 15% the SP must enter into a private agreement with a contractor of their choice as per **12.0407b**.

**12.0429. Cancellation Charge/Wasted Journeys.** SP who need to cancel the collection or delivery of their PE are to give the Unaccompanied Baggage Manager (UBM) a minimum of 2 working days notice by telephone, followed immediately by notice in writing, either by fax, email or letter, and must ensure that receipt is confirmed<sup>17</sup>. Failure to provide this notice will result in charges being passed to the SP. A Wasted Journey Charge is applied when the UBM does not receive any notification and is unable to effect a collection or delivery owing to the non-attendance of the SP or their nominated representative. For Cancelled and Wasted Journeys the costs are significant. Waiver of such charges, where they were incurred for Service reasons, may only be granted by DBS MIL PERS-MIL OPS PACCC.

**12.0430. Responsibility for charges.** The responsibility for payment of charges is as follows;

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<sup>17</sup> SP are recommended to retain copies of any correspondence they make/receive regarding cancelled journeys.



- a. The SP is responsible for payment of any customs duties on their PE.
- b. The SP will be responsible for all charges incurred if it becomes necessary to return PE to units due to incorrectly completed documentation, inclusion of prohibited items within the consignment, consignment exceeding weight or dimension restrictions, or failure to observe guidance provided by the UBM. In the event of the SP not being available to pay the bill immediately, the bill will become an excess charge and will be reclaimed from the SP's salary. The MOD is responsible for the cost of only one complete movement of PE within entitlement. The cost of any movement that has to be repeated as a result of the above will be the responsibility of the SP. Such costs may be significant.
- c. In the event of a delay occurring in the move of a SP whose unaccompanied PE has already been despatched to their next duty station, unit HR admin staffs may submit a case to DBS MIL PERS-MIL OPS PACCC seeking authority for any necessary PE to be returned. No PE will be returned without the prior authority of DBS MIL PERS-MIL OPS PACCC who will decide responsibility for payment of all charges, including additional demurrage (e.g. customs charges, storage in port and carriage fees).

**12.0431 Heavy or oversized items.** All items within a consignment of PE should be within the capabilities of a two man lift and without the use of specialist equipment. The procurement of services such as cranes are subject to specific surcharges as they are more commonly required and often not known until late in the process of removing PE. Individuals with particularly bulky, heavy or specialist items in their consignment are to notify Agility early in the application process and prior to survey. At the survey the SP will be informed whether the heavy or oversized items can be moved within scope of the contract or whether the SP will be required to enter into a private contract for their removal: the MOD will not be responsible for the costs of the private contract.

## Rates

**12.0432. Methods of rate calculation.** The rate calculation for each element of removals and storage is based on the CuM entitlement as shown at **Annex A** to this section. Quotes for any excess charges/personal contribution may be requested from [guiderates@agility.com](mailto:guiderates@agility.com).

## Method of Claim

**12.0433. Method of claim.** Most moves are made through the MOD contract <https://grms.agility.com/external/agilityLoginLoad.do?section=WELCOME> and will be paid for centrally. Only the UKPASH movements require the submission of an Expenses Claim having had the entitlement pre-approved using the forms at Annex B to this Section. Expense Claims are to be submitted by the Service person via the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those SP with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA.



## **Method of Payment**

**12.0434. Method of payment.** All UKPASH payments will be made through the JPA Expenses Claim system. These entitlements, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the SPs nominated bank account.

## **Annexes**

**A. Personal Effects Scales of Entitlement.**

**B. Authority and PE Entitlement Certificate - Movement of PE in UK by Private Arrangements (UKPASH).**

**C. House Moves on Security Grounds Eligibility and Claim Details.**

## PERSONAL EFFECTS SCALES OF ENTITLEMENT

1. **FMS** (see paragraph **12.0419a**). The maximum volume that may be moved at public expense under FMS is up to 67.92 CuM. Under FMS a contractor packs the PE, moves it to the new residence and unpacks it. Normally only one consignment may be moved and Service personnel are not entitled to publicly funded storage. The CuM rate is based upon the average household move and capacity of a standard removal lorry. This is reviewed each time the contract is renegotiated by GRMS.
2. **RSO** (see paragraph **12.0419b**). The maximum amounts that may be moved under this scheme are shown in **Table 1**.

**TABLE 1 - REMOVAL SERVICE OVERSEAS**

<b>Basic Allowance (All Ranks) (Accompanied)</b>		
<b>Type of Accommodation Entitlement</b>	<b>Allowance</b>	<b>Rank</b>
Over 4 Bed	11.00 Cu M (1980 Kg)	<ul style="list-style-type: none"> <li>• 4*, 3* and 2*.</li> <li>• 1* and OF5 when in command appointments</li> </ul>
4 Bed	10.50 Cu M (1890 Kg)	<ul style="list-style-type: none"> <li>• 1*, OF5, OF4, OF3 and RAF Warrant Officers.</li> <li>• ORs with 4 or more children of any age or 3 over the age of 10.</li> </ul>
3 Bed	8.75 Cu M (1575 Kg)	<ul style="list-style-type: none"> <li>• OF3 if no 4 bed available</li> <li>• OF2 and below</li> <li>• RN and Army Warrant Officers</li> <li>• ORs with 2 or 3 children</li> </ul>
2 Bed	8.20 Cu M (1476 Kg)	<ul style="list-style-type: none"> <li>• ORs with 1 or no children</li> </ul>

### Notes

- a. Regardless of the type or size of property (number of bedrooms) being moved into, the Service person is limited to a cubic metre allowance based upon the SFA to which the Service person is normally entitled in accordance with **JSP 464** scales. This ruling applies whether the type or size of property being moved into is above or below the normal SFA entitlement.
- b. The basic allowances in **Table 1** can be increased for eligible personnel by 1.9 Cu M (342 Kg) for partially de-furnished SFA or 2.5 Cu M (450 Kg) for wholly de-furnished SFA in certain countries (see paragraph **12.0426**).
- c. Providing the SP is serving accompanied, each dependent child, including those eligible for School Children's Visits (SCVs), has an additional allowance of 1.5 Cu M (270 Kg). Should the child subsequently return to the UK before the SP's End of Tour date ( e.g. for University or Employment) and is no longer classed as a 'dependant' the SP will retain the additional allowance entitlement for their next move only.

**Annex A to Section 4 of Chapter 12**

- d. A family may take a buggy/pram per child in addition at public expense.
- e. The PE entitlement under the RSO, combined with the storage, is the same maximum volume available under the FMS. The volume of PE moved under the RSO will be determined by CDP(AF Rem) Allces, considering the average volumes being moved, accommodation entitlements and affordability.

3. **Self-Pack Service** (see paragraph **12.0419c**). The PE scale for personnel moving under the Self-Pack Service is 6 Cu M (1078 Kg) for within, to and from UK and NWE. For ROW, it is in accordance with **Table 2** to this Annex.

**TABLE 2 - SELF-PACK SERVICE (ROW)**

<b>Allowance (All Ranks) (Unaccompanied)</b>		
<b>Type of Accommodation</b>	<b>Allowance</b>	<b>Rank</b>
2 room entitlement	4.10 CuM (738 Kg)	OF3 and above
1 or shared room entitlement	2.85 CuM (513 Kg)	OF2 and below

**Notes**

- a. Regardless of the type or size of property (number of bedrooms) being moved into, the Service person is limited to a cubic metre allowance based upon the SLA/SSSA/Hiring (or equivalent) to which the SP is normally entitled in accordance with **JSP 464** scales. This ruling applies whether the type or size of property being moved into is above or below the normal SLA/SSSA/Hiring (or equivalent) entitlement. For example, should a Service person be allocated a property with 2 or more bedrooms when their entitlement is for a studio flat or one-bedroom flat the allowance is to be based upon the entitlement, i.e. one bedroom, rather than the two bedrooms in the property.
- b. Personnel moving to Nepal under the regulations at para **12.0418** are entitled to the 2 room entitlement if accompanied. If they are unaccompanied they are entitled to the appropriate rate as per para 1.
- c. The volumes for Self-Pack Service UK, NWE and ROW are determined by CDP(AF Rem) Allces who consider the average volumes being moved, the accommodation entitlement and affordability.

4. **Private Arrangements - UKPASH.** A SPs UKPASH entitlement is the same cubic capacity as they would have been allowed if the move had been made by the Self-Pack Service for the UK (see sub-paragraphs **12.0420**). The rate is a fixed amount based on the average cost of moving one cubic metre within the UK. This is determined annually by GRMS using their data on the Self-Pack Service from the previous 12 months.

5. **Storage.** Homeowners or householders may move and store a combined maximum of 67.92 CuM. The combined storage and shipment volume (under any scheme) must not exceed this amount. The rate is set at a level to enable the storage of an average amount of PE that belongs to a UK SP and their household. The rate is set in exactly the same way as FMS.

**Annex A to Section 4 of Chapter 12**

6. **Consecutive Overseas Assignments.** The maximum volume that may be moved for permanent re-assignment between overseas duty stations and the UK on inter-assignment leave is as per JSP 800 Vol 2 Chapter 6 for Military aircraft. For commercial aircraft the maximum is as per the airlines policy.

7. **Temporary Unaccompanied Assignments** (see paragraph **12.0412e**). The maximum amount that may be moved on Temporary Unaccompanied Assignment is shown at **Table 4** below:

**TABLE 4 – PE MAXIMUM ENTITLEMENT FOR MOVES ON TEMPORARY UNACCOMPANIED ASSIGNMENT FOR PERIODS OF UP TO 182 DAYS**

<b>Period of Temporary Assignment</b>	<b>Maximum Entitlement</b>
Up to 182 days (6 months)	50 kg/0.30 CuM

**AUTHORITY AND PE ENTITLEMENT CERTIFICATE  
MOVEMENT OF PE IN THE UK BY PRIVATE ARRANGEMENTS  
(UKPASH)**

**PART A - APPLICATION AND ACCEPTANCE OF CONDITIONS**

**Particulars of the Service Person:**

Service Number .....Rank .....Name.....

Current Unit .....

1. The above named will proceed from (present duty station).....  
to (new duty station) .....  
on or about (date).....

On assignment, termination of service or temporary duty\* under the following authority:

.....

**Particulars of PE Movement:**

2. The proposed method of movement of PE is:

- a. Commercial carrier ..... (name) or\*  
b. Self-drive vehicle/trailer\* undertaken over ..... journey(s).

(i) In seeking authority to undertake more than 1 journey, I offer the following explanation:

.....  
.....  
.....  
.....

**Acceptance of Conditions:**

3. I accept that if permission is given to me to move my PE under private arrangements it will be at my own risk and that the MOD, its agents and servants, will not be liable for any loss, damage, or delay to my PE from any cause whatsoever.

4. I certify that I am insured for the full value of the goods being moved as required by the regulations (see **JSP 752 Chapter 12** paragraph **12.0406**).

**Annex B to Section 4 of Chapter 12**

5. I declare that none of the prohibited items listed in current regulations is, or will be, included in my PE for which I will claim a refund. I declare that I have acquainted myself with the requirements of the regulations applicable to the movement (see **JSP 752 Chapter 12** paragraph **12.0419**).

Signature .....

Name (in block letters) .....

Date .....

delete as applicable\*

**PART B - AUTHORITY AND ENTITLEMENT**

6. **Authorisation.** I authorise the PE of the above named Service person to be moved under private arrangements and at public expense within the following entitlement calculated against present scales:

Total Entitlement	..... CuM  at £ ..... per CuM over ..... journey(s)	=** £ .....
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Unit Stamp and Date	Signature of Authorised Officer .....
	Rank .....
	Appointment .....
	(unit HR admin staff)

\*\* Maximum Refund Entitlement

## HOUSE MOVE ON SECURITY GROUNDS

### References:

- A. JSP 752 Tri Service Regulations for Allowances Chapter 12.
- B. JSP 440 CT/CEX Policy Interim Supplement

### GENERAL

#### Aim.

1. The aim of providing financial recompense and removals allowances for House Moves On Security Grounds is to contribute towards the necessary additional costs incurred by eligible Service Personnel when it is essential for them to move house on personal security grounds. No Service person should be financially disadvantaged as a result of being ordered to move house for security reasons.

### ELIGIBILITY

2. All Regular and Reserve Personnel who are subjected to a significant threat verified by civil police and security services are eligible to move house on security grounds.

### ENTITLEMENT

3. Any requirement for SP to move home on the recommendation of a civil police force because of a threat related to their employment with HM Forces is to be treated as a move of house for Service reasons. In accordance with Reference A, the SP will be entitled to Removals and Storage at Public Expense, Disturbance Expense (DE) and Refund of Legal Expenses (where appropriate); this is to be paid at the rate for SFA/SSFA.
4. Such SP may additionally claim for any extraordinary expenditure incurred. CDP(AF Rem) AHd Allces is responsible for authorising all claims, including any extraordinary expenditure, having consulted with single Service/TLB staff.

### Emergency Accommodation

5. If emergency accommodation is required, SP and any individual permanently residing with them will be temporarily accommodated in Service accommodation at public expense. If there is no Service accommodation available, SSSA, SSFA, welfare/contact houses or hotel accommodation may be used, also at public expense.

### Rehousing Location

6. In determining a suitable location for rehousing on a permanent or emergency basis, Defence Security will, in consultation with the relevant civil police, provide guidance on the suitability of proposed locations based on risk mitigation factors. Consideration should also be given to minimising the disruption to the SP and their family, particularly with regard to education and employment. However, the over-riding factor will always be the safety and security of the SP and their family.



## **CLAIMS PROCEDURE**

7. It is likely that any move for Security Reasons will be of a classified nature and therefore unit admin staff may be unsighted on any reasons leading to eligibility of claims. Any situation warranting a House Move for Security Reasons is to be brought to the attention of CDP(AF Rem) AHd Allces who will subsequently provide a letter of authorisation to claim allowances. This letter is to be provided to unit admin to confirm eligibility for allowances, and may also be used as part of the application process for requesting Movement and Storage of Personnel Effects.
8. Claims for DE may be submitted 45 days prior to the expected move date. Service personnel are to claim using the JPA on-line self-service system. For those personnel with no access to the JPA on-line system, JPA Form F018 is to be submitted to unit HR admin staff. The unit HR admin staff will then check the claim prior to its authorisation by the unit Allowances Checker and input to the JPA system via an Element Entry.
9. Claims for Refund of Legal Expenses are to be submitted by Service personnel, with receipted invoices, the letter of authorisation and all supporting paperwork, on JPA Form F004 to their unit HR admin staff. The unit HR admin staff will ensure that all appropriate paperwork is included and then forward the claim to DBS for assessment, authorisation and payment. Payment of approved claims will be made through the Service person's pay account up to the maximum threshold.
10. All other claims for any additional costs require authority from CDP(AF Rem) AHd Allces.

## Chapter 12 Section 5 – Final Tour of Duty

### General

**12.0501. Aim.** The aim of the Final Tour of Duty (FTOD) provision is to assist eligible Service personnel in their final tour of duty, who are not in the geographical area in which they have formally expressed a preference to serve, with meeting the costs of settling themselves and/or their immediate family at a Selected Place of Residence (SPR) in the UK.

**12.0502. Assistance Provided.** Eligible personnel may claim Disturbance Expenses (DE) and movement of Personal Effects (PE) at public expense.

**12.0503. Assignment Preference.** The preferred location must be within the UK, and must be a Unit or Establishment in which an assignment exists that the claimant could fill if it were vacant.

**12.0504. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 271 to 287 payment of DE and the movement of PE within the FTOD provision attract a liability for both Income Tax and NICs. The tax and NICs will be met by MOD and paid by DBS under PSA.

### Eligibility

**12.0505. General.** Service personnel, who have formally expressed a preference for a FTOD location using JPA Form F024, are eligible to claim DE and movement of PE under the provisions of this Section to a SPR in the UK at any stage during their final tour of duty up to and including their final day of service, provided that the provisions of Para **12.0503** remain extant and:

- a. They are serving on what is expected to be the final tour of duty of a commission or engagement, which qualifies for an immediate pension/Early Departure Payment (but not a gratuity); and
- b. They are assigned at a duty station more than 50 miles or 90 minutes travelling time from the location for which they expressed a first preference or the location where they will settle on retirement from the Service. This limit is waived in the case of Service personnel who are required to live close to their place of duty, or in public accommodation by virtue of their rank or appointment. This sub-paragraph does not apply to officers required, by virtue of their appointment, to serve their final tour accompanied, as they are exempt the requirement to specify an assignment preference; and
- c. They have not made a previous claim under this Section; and in addition
- d. The Service person is serving accompanied and resides in a RWA; or
- e. The Service person resides in an Alternative Working Address (AWA) as agreed with their Chain of Command (except where the AWA is also an SPR); or
- f. They are, if single, a householder or a homeowner; or

- g. They are, if single, required to occupy SFA by virtue of their rank or appointment and are a householder or homeowner; or
- h. They have attended a Medical Board and have received a date for discharge on medical grounds, will be in receipt of an Immediate Pension<sup>1</sup> or Early Departure Payment<sup>2</sup> and meet all other eligibility criteria<sup>3</sup>. Notwithstanding that due to circumstances beyond their control they may have received DE and movement of PE within the previous 6 months (see paragraph **12.0508**) they are entitled to DE and movement of PE at public expense. Under this sub-paragraph, where a Service person cannot make a move to a SPR in the UK, prior to their final day in the Service, a fully staffed case is to be submitted to the DBS MIL PERS-MIL OPS PACCC **before** their final day of Service requesting an extension to the period of eligibility.

(1) Units are to note that relocation on Termination of Service under this provision must be completed no later than 93 days after the SP's final day in Service, providing there is a service-provided accommodation retention period in place (as authorised by the Occupancy Service Centre under the provisions of JSP 464 Part 1, Paragraph 0712c). Applications for authority beyond this period are to be submitted to DBS MIL PERS-MIL OPS PACCC prior to the SP's discharge. No extension to this authority can be given after personnel have left the Service.

- i. They are an officer of OF6 rank / grade or above, however only in circumstances where their Terms and Conditions of Service mean that any assignment could be their final tour, and as such they were unaware at the start of their assignment that it would be their final active appointment. In these circumstances the officers concerned have had no reasonable opportunity to express a FTOD preferred location. These circumstances also apply to Army Senior Soldier Continuity Posts (SSCP) and officers who have applied for extensions of commission/service but whose applications have been unsuccessful. The criteria as described in para **12.0503** still applies.

**12.0506. Proportionate Expenses.** Notwithstanding the eligibility criteria at paragraph **12.0505**, Service personnel not assigned to their previously declared FTOD preference area may relocate to an area in the UK, other than their preference area, and receive both DE and a contribution to the cost of the movement of PE:

- a. If the distance between their place of duty and the SPR to which they relocate is less than that between their place of duty and their nominated preference area, their PE will be moved by Service arrangements.
- b. If the distance between their place of duty and the SPR to which they relocate is greater than that between their place of duty and their nominated preference area, their PE will be moved by Service arrangements but the Service person will be required to pay a contribution towards the overall cost. IPG will calculate this cost which will be difference between the cost of the move to the SPR and the

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<sup>1</sup> This includes the immediate issue of a Medical Pension on discharge.

<sup>2</sup> In accordance with Para **12.0505a**.

<sup>3</sup> Including the requirement for the final place of residence to be more than 50 miles or 90 minutes travelling time from the current duty station.

notional cost of a move to the nominated preference area. This amount will be recovered from the Service person's salary using a form JPA F024.

## Ineligibility

**12.0507. Statement of Preference.** Service personnel who do not formally express a preference for a FTOD on a JPA Form F024 are ineligible for the support in this Section, but see paragraph **12.0505g** and **h**.

**12.0508. Previous DE Claims and Movement of PE.** Service personnel will be ineligible to claim the FTOD provision if they have received DE and movement of PE at public expense as a consequence of an assignment move within the previous 6 months.

**12.0509. Involuntary Separated (INVOLSEP) Status.** Service personnel who have INVOLSEP status at their primary place of duty during their final tour are not eligible to claim under the provisions of this Section. This is not, however, intended to exclude from its provisions those who may have been temporarily involuntarily separated (e.g. while on a course or detachment).

**12.0510. Reserve Forces.** Members of the Reserve Forces are not eligible to receive FTOD provision.

## Entitlement

**12.0511. General.** Service personnel who are eligible to claim the FTOD provision will be entitled to:

- a. The applicable full DE rate for a move to a SPR (including the Child Element where applicable).
- b. Movement of PE, from their RWA, and/or from store, to a SPR within 50 miles or 90 minutes travelling time of their area of preference.

## Conditions

**12.0512. Eligibility for Other Allowances.** Service personnel who claim DE and/or the movement of PE at public expense under the provisions of this Section and relocate their immediate family away from their place of duty, will serve unaccompanied and be treated as VOLSEP for the remainder of their assignment. Those in receipt of Continuity of Education Allowances when they become VOLSEP will have their eligibility reviewed by their unit HR admin staff and the likely outcome is that the eligibility will cease. Further entitlement to School Children's Visits is also likely to cease.

**12.0513. Early Termination / Voluntary Outflow (VO).** Providing individuals have declared their preferred FTOD location to Career Managers during their penultimate assignment, i.e. are serving on what is expected to be the final tour of duty of a commission or engagement, which qualifies for an immediate pension/Early Departure Payment (but not a gratuity), those who submit their notice for Early Termination / VO are then eligible to receive FTOD provision, providing they qualify for an immediate pension/Early Departure Payment (but not a gratuity).

## Rates

**12.0514. FTOD Rates.** There are no specific rates calculated for FTOD. The content of the package is the costs Service personnel encounter when moving to their SPR on leaving the Service. These are the costs funded within DE (see **Section 1** of this Chapter) and Movement of PE at public expense (see **Section 4** of this Chapter).

## Method of Claim

**12.0515. Method of Claim.** Service personnel wishing to take advantage of FTOD provision are required to formally declare their FTOD location preference using JPA Form F024.

- a. Unless prevented from doing so for reasons described at **12.0505g** and **h**, JPA Form F024 must be completed and authorised during the individuals penultimate assignment, i.e. before the final assignment has been agreed by Career Managers. This affords Career Managers a realistic opportunity to assign the individual to their preferred FTOD location, negating the need for a subsequent move at public expense upon retirement. Only if Career Managers decide that a final assignment at the individuals preferred FTOD location is not possible will a FTOD removal at public expense be granted.
- b. For individuals whose final assignment commences more than 4 years prior to termination, JPA Form F024 must be completed and authorised no later than 2 years prior to termination.
- c. The individual elements of the FTOD package may subsequently be claimed in accordance with the instructions detailed in the specific Sections within this Chapter for those allowances.

# Chapter 12 Section 6 – Evacuation from a Permanent Assignment Station Overseas

## General

**12.0601. Aim.** The aim of this provision is to support Service personnel (SP) and/or their accompanying immediate family who are ordered to evacuate<sup>1</sup> their permanent overseas duty station to the UK or to an alternative location by ensuring they receive the appropriate allowance and expense package following an evacuation order. This provision also extends to SP and family members who have been declared persona non-grata by a host country through no fault of their own. The Commanding Officer in consultation with UK Strat Com and PJHQ can authorise an evacuation and the location to which SP are evacuated. For those in Defence Attaché and Loan Service Appointments, the Head of Mission in consultation Defence Engagement Strategy and the relevant section of the Foreign and Commonwealth and Development Office (FCDO), can authorise the evacuation and the location to which SP are evacuated. This Service allowance provision is not intended to mirror the allowances and entitlements of FCDO personnel.

**12.0602. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 the entitlements payable on evacuation are non-taxable, except Loan Service Allowance (LSA), are non-taxable.

## Eligibility

**12.0603. Eligible Personnel.** Service personnel and their accompanying immediate family are considered eligible when serving on an assignment overseas. For the purpose of this provision, this includes:

- a. Those serving on loan service or secondment.
- b. Service Attachés/Advisors and embassy-based support staff overseas.
- c. Those in exchange posts.
- d. Those attending overseas staff colleges or long language training courses.
- e. Those on Operational Commitments and Establishment (OCE) LAND posts.
- f. Formed bodies in support of FCDO initiatives, such as training teams.
- g. Other service personnel on permanent assignments in overseas locations.

## Ineligibility

**12.0604. Ineligible Service Personnel.** Eligibility does not extend to SP or formed bodies on exercises, adventure training, sport or leave.

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<sup>1</sup> Evacuation may be ordered when Service Personnel and their accompanying families face increased danger in circumstances such as environmental/natural disasters, a deteriorating security situation, a global health crisis or an order to evacuate by the host nation.

**12.0605. Return Before Evacuation is Ordered.** Where SP and/or their accompanying immediate family choose to return to the UK before an evacuation is ordered, this will be deemed to be a matter of personal choice and they will not qualify for the provisions and allowances outlined in this Section. In the event SP, and/or their immediate family have returned to the UK and subsequently become stranded, exceptional authority is granted for entitlement to some of the allowances and provisions of this section. The entitlement period for these allowances and provisions is from the date SP departed the overseas duty station, to the date SP and/or family can return to the overseas duty station.

**12.0606. Evacuation ordered while away on Temporary Duty.** SP and/or their accompanying immediate family may qualify for some of the allowances outlined in this section where SP is away on temporary duty to another overseas location and is unable to return to their duty station during an evacuation order.

**12.0607. Public Accommodation.** Subject to availability, SP and their immediate accompanying family will be given the choice of where to live in the UK, or alternative location, in order to receive support from their family or from their parent unit e.g. SFA, SLA, the Services Cotswold Centre at Corsham (temporarily) or, in exceptional circumstances, stay with family or friends. (See JSP 464 Chapter 3 Annex A to Section 1 for detailed evacuation accommodation policy and entitlement).

**12.0608. Leave.** Service personnel on leave when an evacuation order is granted will qualify for the allowances outlined in this section as follows:

- a. **Service personnel and/or their accompanying immediate family on a permanent assignment who are on leave in the evacuated country and who are unable to return to the duty station when an evacuation is ordered.** SP must make every effort to re-join their unit as soon as possible adhering to all safety precaution while doing so. Where SP is unable to join their unit, they should immediately inform their CofC and arrangements will be made to return them to the UK or an alternative location.
- b. **Service personnel and/or their accompanying immediate family on a permanent assignment who are on leave not in the evacuated country who are unable to return to the duty station when an evacuation is ordered.** SP are expected to remain in the UK or country of domicile until instructed to leave to re-join their unit at the location they were evacuated to. SP who are on leave or respite provision in a location which is not their country of domicile, or the evacuated location, must return to the UK to be eligible for the provisions of this chapter.

#### **Non-Evacuated Personnel.**

**12.0609. Travel Restrictions.** Service personnel, and/or their immediate family, assigned overseas who are not formally evacuated but return to the UK under exceptional circumstances linked to the evacuation order, but then find themselves stranded and unable to return to their overseas duty station are entitled to the allowances and expenses within this evacuation support package at the discretion of SP's CofC.



## Allowances and Entitlements

**12.0610. Accommodation.** Following an evacuation order and arrival in the UK, or directed alternative region, SP and/or their immediate accompanying family will be accommodated at public expense (See JSP 464 Chapter 3 Annex A to Section 1 for detailed evacuation accommodation policy and entitlement). Those wishing to live in their own property or wish to privately rent can do so at their own expense.

**12.0611. Public Accommodation (SFA and SLA).** Service Families Accommodation (SFA) and Single Living Accommodation (SLA) charges (Including Contributions In Lieu Of Council Tax - CILOCT) will continue to be waived for all evacuated personnel who are accommodated in publicly funded accommodation. Where liable, SP or their family will continue to pay accommodation charges at their permanent duty station overseas until such time that it is decided that they will not return; at this point SP or their family will become liable for UK, or alternative location, public accommodation charges. When evacuated, SP are liable for payment of all utility and associated bills during the full period of their occupation of SFA and SLA with effect from the date of occupation<sup>2</sup>.

**12.0612. Privately Arranged Rate.** Where there is no available suitable public accommodation, PAR allows SP or immediate family to make private arrangements to stay with relatives (excluding spouse/civil partner / civil partner), or friends, when public accommodation is not available. The daily rate of PAR is designed to cover a 24-hour period and contribute towards all expenses incurred during that period (e.g. all meals, accommodation costs (if any) and a gift for the hosts etc. Only one PAR claim is permissible per night, irrespective of the number of family members who travel together<sup>3</sup>. PAR entitlement is granted for 90 days after date of evacuation and may only remain in issue after the 90-day point until SFA or SLA (or equivalent) becomes available. PAR may only remain in issue beyond 90 days if SP can produce sufficient evidence demonstrating service accommodation is not available (Non-availability Certificate). Requests for Service Accommodation must be made with the JSAU(L) welfare officer immediately on arrival in the UK or alternative overseas location. Refusal of allocated SFA (or equivalent) does not grant entitlement for PAR.

**12.0613. Review of Accommodation Entitlement.** There will be a review of SP in public accommodation led by DBS MIL PERS-MIL OPS PACCC after 90 days from the date of evacuation (in conjunction with any review necessitated by paragraph 12.0629), in consultation with the evacuated Service personnel and their Unit HR. After the initial review, the likelihood of return is to be reviewed at monthly intervals. Accommodation charges for the area from which evacuated will only continue to be paid, and the UK accommodation charges waived, beyond 90 days after evacuation from the overseas area with the agreement of DBS MIL PERS-MIL OPS PACCC. At any point, in the event that a return is unlikely, the overseas accommodation charges will cease and the Service person will be liable for the appropriate UK, or different overseas location accommodation charges. (See JSP 464 Chapter 3 Annex to Section 1) for detailed evacuation accommodation policy).

**12.0614. Food Charges.** Those accommodated in SLA on return to the UK, or alternative location, will pay the relevant Service food charge or Catering Retail & Leisure

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<sup>2</sup> JSP 752 Annex A to Sect 6 of Ch 12 Para 5 (90 Day Review)

<sup>3</sup> JSP 752 05.0108b (Private Arrangements Rate)

(CRL)/Pay As You Dine (PAYD) in accordance with Service regulations (see **JSP 754** - Tri-Service Regulations for Pay).

**12.0615. Subsistence.** Service personnel may be eligible to claim subsistence expenses for initial accommodation arrangements in the UK, or alternative region, for each family member evacuated. Subsistence is payable for up to 30 nights from arrival if no other suitable accommodation arrangements are available. Subsistence is attributable for any service admin requirements (see **Chapter 5 Sect 1**). For those accommodated in SFA and privately rented accommodation, it is expected that self-catering facilities will be in place so no entitlement to subsistence exists.

**12.0616. Disturbance Expenses (DE).** SP and/or their immediate families may claim DE when evacuated to the UK or alternative location. DE will be paid at the rate appropriate to the type of accommodation being moved into. After a period not exceeding 90 days of claiming PAR, SP may claim DE when moving into public accommodation if it is still expected that SP will return to the overseas location. Those moving into the Services Cotswold Centre will be paid DE at the SLA Rate. The Child Element of DE may be claimed for any child(ren) who are evacuated and require changing school in accordance with **Chapter 12 Section 1**.

**12.0617. Excess Accompanied Baggage.** When travelling by commercial means and if space is available, eligible evacuated personnel may claim for any charge imposed for conveying 25kg Excess Baggage using an i-Expense Claim. One claim per Service Person and accompanying individual may be claimed.

**12.0618. Travel Expenses.** The cost of air travel as a direct result of evacuation will be met from public funds. Service personnel and, where applicable, their accompanying immediate family may claim reasonable travel expenses in accordance with **Chapter 6**, including taxi hire, for travel costs between the airport of arrival and their temporary accommodation. Return travel may also be claimed when return to the overseas duty station is subsequently authorised. All air and rail travel must be arranged through American Express Global Business Travel website @ <https://travelvitals.amexgbt.com/> and Army Travel Tool.

**12.0619. School Children's Visits (SCV).** If evacuation occurs whilst an eligible child is visiting the overseas location using a SCV, arrangements will be made for travel back to school from the UK or alternative location. Evacuated SP are not eligible for reverse SCV.

If a Service person is unable to reunite with their child due to UK or Overseas travel restrictions or a mandatory period of self-isolation or quarantine, additional support such as travel and subsistence and accommodation cost for the period of restriction will be made available. SP should in the first instance contact their Unit HR for further advice. See also para 12.0640 for mandatory quarantine or medical test expenses.

**12.0620. Overseas Loan Service Allowance (OLSA).** Entitlement to OLSA ceases on the day before an evacuation is ordered. OLSA provides compensation for the unique local challenges faced by SP and their families serving in Loan Service (LS) appointments overseas. Payments of OLSA will remain in the event SP is not evacuated with their immediate family. In some specific circumstances the policy allows ongoing payment of OLSA when the SP is not in country. For example:

- a. **Evacuation while on authorised Leave.** OLSA payment will cease once Service personnel finish their period of leave following the issue of an evacuation order in the overseas duty location. Service Personnel are not to extend the period of leave while OLSA is in issue nor is leave to be authorised once known that an evacuation is imminent.
- b. **Evacuation while on Temporary Duty away from the Permanent Overseas Assignment.** OLSA payment will continue until the end of the duty period after which OLSA will cease. OLSA payment will recommence the day after Service personnel returns to the overseas duty location.
- c. **Evacuation when on Medical Treatment outside the Evacuated Area.** Service Personnel who are in receipt of medical treatment outside of the evacuated location will continue to receive OLSA except periods of terminal or invaliding leave granted on the termination of the qualifying assignment.

**12.0621. Get You Home (Overseas) (GYH(O)).** Service personnel evacuated from the permanent overseas area will not be entitled to claim any unused GYH(O) unless they are evacuated to another Overseas Location. The GYH(O) entitlement will be the rate in the new overseas location. Service personnel who are unable to utilise their GYH(O) before an evacuation is ordered can carry forward their entitlement within their current assignment once the evacuation is rescinded in accordance with (09.1117).

**12.0622. Local Overseas Allowance (LOA) For Evacuated personnel** LOA continues to be paid at the Residual Rate (for both accompanied and unaccompanied SP) during the evacuation if the expectation is that the SP (and where applicable their immediate family) will return to the overseas location.

Where the family have been evacuated but the SP remains, accompanied rates of LOA will remain in issue on the expectation that the immediate family will return. If it is later decided that the family will not return, then the SP reverts to the unaccompanied rate of LOA from the date of the official decision.

**12.0623. LOA Child Addition. The following is applicable:**

- a. If the child normally resident with the parents at the overseas duty station and was evacuated with or without the spouse/civil partner / civil partner, but the expectation is that they will return to the overseas location, then the Accompanied rate of LOA plus number of children will remain in issue.
- b. Where the spouse/civil partner and child has returned to the UK voluntarily (e.g. non-evacuated). and the SP remains in country, it must be demonstrated to the SP's CO, with evidence, that they are both due to return to the overseas location within 61 days but was prevented from doing so as a result of the subsequent international travel restrictions. In this instance the Accompanied Rate of LOA will

remain in issue. If there is no evidence that the return to permanent duty station was planned within 61 days, then the SP will revert to the unaccompanied rate of LOA from day 61.

c. If the child was temporarily visiting on a SCV but came back to the UK earlier than expected, then LOA should revert to the accompanied rate the SP would usually be in receipt of when the child resides in the UK from the date of evacuation; the child addition would only be in issue for the period where the child is at duty overseas station.

**12.0624. LOA for stranded personnel.** The following applies to SP who are away from the evacuated location in the UK or alternative region at the time the evacuation is ordered:

- a. Unaccompanied SP in UK – SP who returned to the UK on temporary duty or for leave will continue to receive the Residual Rate of LOA (if on temporary duty) or the Full Rate of LOA (if on leave) until the point at which their period of temporary duty / leave ends. From this point, they will receive the Residual Rate of LOA until the point at which they can return to their overseas location<sup>4</sup>.
- b. SP and Spouse/civil partner in UK – SP who returned with their Spouse/civil partner to the UK on temporary duty or for leave will continue to receive the Full Rate of LOA until the date at which they were due to return to the overseas location. From this point, the Absence Deduction will be applied, providing they can demonstrate that they were prevented from returning to the overseas location by subsequent travel restrictions.
- c. Where the spouse/civil partner has returned to the UK (e.g. visiting family) and the SP remains in country, it must be demonstrated to the SP's CO, with evidence, that the spouse/civil partner was due to return to the overseas location within 61 days but was prevented from doing so as a result of the subsequent international travel restrictions. In this instance the Accompanied Rate of LOA will remain in issue. If there is no evidence that the return to permanent duty station was planned within 61 days, then the SP will revert to the unaccompanied rate of LOA from day 61.
- d. The rate of LOA is unaffected by leave. SP taking leave whilst in the UK will remain on their current Residual Rate / Absence Deduction for the period.

**12.0625. Review of LOA.** The expectation that the Service person, with or without their immediate family, will return to the LOA area is to be reviewed after 61 days of continuous absence, by CofC in consultation with the evacuated Service personnel and their sponsoring branch. If it is evident that they will not be returning, LOA is to cease from the date of that review. After the initial review, the likelihood of return is to be reviewed at monthly intervals and LOA for the area from which evacuated may only continue to be paid beyond 90 days after evacuation from the overseas area with the agreement of DBS MIL PERS-MIL OPS PACCC.

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<sup>4</sup> JSP 752 09.0730

**12.0626. Longer Separation Allowance (LSA) for SP who remain at the Duty Station after an evacuation order.**

- a. **Accompanied Personnel in receipt of LOA.** Where the family were evacuated but the SP remains at permanent duty station and in receipt of residual rates of LOA, the SP will be considered INVOLSEP (but not for the purposes of LSA) until such time as their family return to the overseas location or they reach the end of their assignment. In this instance, SP will only become eligible for LSA from the point at which the assignment is designated 'Unaccompanied' for the remainder of the assignment.
- b. **Accompanied Personnel in receipt of COLA.** Where the family were evacuated but the SP remains at permanent duty station, the SP will be considered INVOLSEP from the point that they are placed on unaccompanied rates of COLA following the evacuation and receive the appropriate level of LSA until such time as their family are able to return to the overseas location or they reach the end of their assignment. If the family, once notified that they are able to return, decide not to return to the overseas location, then the SP will be deemed to be VOLSEP and the LSA entitlement will change.
- c. **Accompanied Personnel (Family Returned Voluntarily).** Where the family has returned to the UK voluntarily, but the SP remains at the permanent duty station, the SP will revert to unaccompanied rates of LOA / COLA from day 61 (where no evidence can be provided that the intended return to country was planned within this period) and be considered VOLSEP and entitled to LSA Level 1 only.

**12.0627. LSA for Non-Evacuated Service Personnel**

- a. **Accompanied Personnel (SP on duty in UK and subsequently stranded).** SP who were in the UK for Service reasons but were subsequently prevented from returning to permanent overseas due to an evacuation order are to be classed as INVOLSEP for the period of the duty. After this point, they will be considered INVOLSEP (but not for the purposes of LSA) until such time as they return to the overseas location.
- b. **Unaccompanied Personnel.** Non-evacuated unaccompanied SP will qualify for LSA, subject to the period stranded in the UK lasting less than 183 days. If the period stranded in the UK extends beyond 183 days, then the SP will be classed as having been permanently assigned and LSA will then not apply.

**12.0628. Cessation of LSA.** Service personnel will cease to be entitled to LSA following the period of evacuation when they return to their family home in the UK.

**12.0629 Commencement of LSA.** When the evacuation order is rescinded and the SP returns to the overseas location without their accompanying family, payment of LSA will commence from the day after the SP arrives in the overseas location.

**12.0630. Attachés Allowances (including Advisors and Embassy Support Staff).** When an Attaché is declared *Persona Non-Grata* by the host country or is prematurely withdrawn for unplanned reasons entirely beyond their control, (e.g. evacuation), allowances will normally continue for 60 days after their departure from Post (unplanned reasons do not include early re-assignment by an Assignment Authority. This



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

is designed to compensate for various unquantifiable losses that may arise in such circumstances and to meet miscellaneous expenditure (e.g. domestic staff costs) that it may not be possible to terminate simultaneously with the Attaché's departure.

**12.0631. Cost of Living Addition (COLA).** Service personnel will continue to be paid COLA in the event of an evacuation as follows:

- a. **Evacuated Personnel.** Service personnel will receive the Accompanied rate of COLA for the first 60 days following an evacuation to the UK or alternative region. However, from day 61, entitlement to COLA (and Hardship Allowance, if applicable) ceases for remainder of evacuation. Where only the spouse/civil partner is evacuated to the UK, Service personnel will receive the Accompanied rate for first 60 days and from day 61 Service personnel reverts to Single rate for remainder of absence.
- b. **Non-Evacuated Personnel.** If the expectation is that the SP and their accompanying immediate family will return to the permanent duty station, Service personnel will receive the Accompanied rate of COLA for first 60 days. However, COLA will cease from day 61 if SP and spouse/civil partner remain in UK after 60 days until the Service person and their immediate accompanying family return to the overseas location at which point it will be re-started at the appropriate rate. Where the spouse/civil partner remains in the UK, Service personnel will receive the Accompanied rate for first 60 days and from day 61 Service personnel reverts to Single rate for remainder of absence. Where it is decided that the SP will no longer return, COLA (and Hardship Allowance, if applicable) will cease from the date of notification.

**12.0632. Table of Entitlement: 1**

Allowances	SP evacuated to the UK or alternative location			
	Temp Duty		Leave	
	Accompanied SP	Unaccompanied SP	Accompanied SP	Unaccompanied SP
Longer Separation Allowance (LSA)	N	Y	N	Y
Local Overseas Allowance (LOA)	Y	Y	Y	Y
Cost of Living Addition (COLA)	Y	Y	Y	Y

**Table of Entitlement: 2**

Allowances	Entitlement Period			
	SP Evacuated from overseas location to the UK or alternative location		SP Non-Evacuated to the UK or alternative location	
	Accompanied	Unaccompanied SP	Accompanied	Unaccompanied SP

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Longer Separation Allowance (LSA)	No entitlement	No entitlement	Until return to overseas location	Up to 183 Days
Local Overseas Allowance (LOA)	Until return to overseas location or review	Until return to overseas location or review	Until return to overseas location or review	Until return to overseas location or review
Cost of Living Allowance (COLA)	60 Days	60 Days	60 Days	60 Days

The above tables are not authoritative and are to be used as a general guide. SP should see respective allowances and how they apply to their individual circumstance.

## Other Allowances

**12.0633. Telephone Charges.** Evacuated SP and their immediate family are authorised to purchase 4G top-up cards and PAYG WiFi up to £55/week. This entitlement may cover installation costs. This entitlement will continue until it is decided that SP will not be returning to the overseas location.

**12.0634. Education.** Practical support for assistance with schooling in the UK or near the temporary location should be sought through the local Services' Welfare agencies and Education Advisory Team EAT(UK) (see **Annex A** to this Section).

**12.0635. Relocation.** Where it is deemed impossible to return to the overseas station, Service personnel may be eligible for further relocation allowances and entitlements as normal on assignment:

- a. **DE.** Eligible Service personnel will be entitled to DE at the appropriate rate in accordance with **Section 1** of this Chapter.
- b. **Removals from Store.** Furniture in storage in the UK may be moved at public expense to a Residence at Work Address (RWA) at the new duty station or to a Selected Place of Residence (SPR) (see **Section 4** of this Chapter).
- c. **Removals from Overseas.** Service personnel will be eligible for the removal of Personal Effects (PE) from the overseas station at public expense (see **Section 4** of this Chapter).

**12.0636. Compensation.** Claims for loss of personal items due to evacuation are to be made initially through the Service person's personal insurance policy. Should a Service person consider that a further claim is necessary this should be made in the normal way in accordance with **Chapter 17, Section 3** - Compensation for Lost or Damaged Personal Effects.

**12.0637. Refund of Nugatory Holiday Expenditure (NHE).** Refunds of NHE may be claimed in accordance with **Chapter 17 Section 6**.

**12.0638. Pets.** In the event of an evacuation from overseas, the MOD takes no responsibility for the relocation or welfare of pets or any associated expenditure.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**12.0639. Temporary Augmentee.** Where the evacuated Service person is subsequently assigned as a temporary augmentee (for a temporary assignment), the usual allowances applying to a temporary duty station will be payable in addition to those authorised in this Section.

**12.0640. Mandatory Quarantine or Medical Test Expenses.** SP may reclaim the cost, subject to Budget Holder Approval, for themselves and their immediate family traveling with them if on re-entry to the overseas location, the host government requires mandatory periods of quarantine in accommodation that is not service accommodation or the SPs privately owned/rented accommodation. This should be claimed under duty travel subsistence costs on JPA. If, on re-entry to the overseas location, the host government requires medical test be carried out prior to re-entry, SP may reclaim the cost for themselves and/or immediate family through JPA in accordance with JSP 752 Annex A to Section 1 of Chapter 12. Claims should be made to your UIN under a Miscellaneous Expense Claim and then select "Medical, Dental, Opticians Prescription Fees" as the Expense Type. The type of test must be recorded in the justification box.

## Rates

**12.0641. Rates of Allowances for Those Evacuated.** There are no specific rates calculated in support of evacuation. This provision generates an entitlement to a variety of allowances as detailed in this Section and the rates calculation methodology for each is detailed in their specific Section within this JSP. The various rates are also at **Chapter 3 Section 1.**

## Methods of Claim

**12.0642. Methods of Claim.** Claims for the various entitlement are to be submitted in line with the method of claim detailed in each of the specific allowance Sections in this JSP. Claims for excess baggage charges and telephone charges will be made via Expenses Claims. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility or MySERIES App.

## Methods of Payment

**12.0643. Methods of Payment.** Payment of the various allowances will be in line with the method of payment detailed in each of the specific allowance Sections in this JSP. Expenses Claim payments will be made to the Service person's nominated bank account.

## Annexes

A. Education Allowances for Evacuated Service

## EDUCATION ALLOWANCES FOR EVACUATED SERVICE PERSONNEL

1. This Annex applies to Service personnel who:
  - a. Currently receive reimbursement of school fees in accordance with the regulations contained in 2017DIN01-167 (Regulations Governing the Payment of Overseas Nursery Allowance); and
  - b. Are eligible for Continuity of Education Allowance (Boarding) (CEA(Board)), and;
  - c. Have dependant children who are eligible for CEA(Board).
2. Eligible Service personnel may, on evacuation, enrol their child in any school on the Accredited Schools Database (ASD) as a day pupil, for which they will be given exceptional authority to claim CEA(Day).
3. The approval at paragraph 2 is given subject to the following conditions:
  - a. The entitlement to CEA(Day) will cease at the end of one term at which point the child must either convert to full boarding, for which their parent may claim CEA(Board), or be removed from the school and placed in a state school.
  - b. Where a child converts to full boarding (following one term on CEA(Day) above), CEA(Board) regulations, including the principles of family mobility and educational continuity, must be observed in full. Subsequent failure to observe the CEA regulations will give rise to a review of the Service parent's entitlement.
  - c. Where a child is placed in a State Maintained Boarding School, the minimum 10% parental contribution will be waived.
4. Additionally, Service personnel, eligible as defined in paragraph 1, who have a child taking the International GCSE (IGCSE) examinations in the academic year in which examination occurs will, upon evacuation, be entitled to enrol their child at a UK Tutorial College which teaches the Cambridge IGCSE syllabus. Such Service personnel may claim up to the Senior Rate of CEA(Board) or CEA(Day) depending on whether their child attends the Tutorial College as a full boarder or as a day pupil. In these circumstances, Service parents will be responsible for inspecting the College (or nominating a suitable relative or otherwise suitable person to do so) to ensure that they are satisfied with the accommodation and pastoral care provided. Tutorial Colleges do not normally feature on the ASD therefore, exceptional authority is given for payment of CEA(Board) or CEA(Day) in such cases for the one term only. Parents of children who are entered for the IGCSE examinations in the following academic year and beyond should enrol their children into either a state school or a school which features on the ASD in accordance with the arrangements detailed in paragraph 2 above.

## Chapter 12 Section 7 – The Army Over 37 Provision Amended/Updated

### General

**12.0701. Aim.** The aim of the Army Over 37 Provision is to support the domestic stability of ‘the family’ of those Army personnel who choose to serve unaccompanied in the later part of their careers as part of the Army’s Accompanied Service policy. It does so by assisting with the costs of settling their immediate family at a Selected Place of Residence (SPR) in the UK and enabling them to serve voluntarily unaccompanied (VOLSEP) at their duty station without financial penalty. A waiver of accommodation charges is exceptionally authorised under the auspices of JSP 464, to eligible SP with a SPR in either the UK or Overseas.

**12.0702 Transitional Arrangement.** With the advent of JPA those Army personnel who were in receipt of the Over 37 Provision benefits on the 31 March 2007 will continue to receive them from 1 April 2007 onwards, provided they continue to serve VOLSEP and their personal circumstances do not change. There will be no new entitlement to Disturbance Expenses (DE), Movement of Personal Effects (PE) at public expense or to Education Allowances for those personnel whilst they continue to serve VOLSEP. It should be noted that the continuation of this Provision is subject to review as part of the Strategic Remuneration Review (SRR), ‘Support for the Mixed Economy in Housing’ and Future Accommodation Model (FAM) review.

**12.0703. Income Tax and National Insurance Contributions (NICs).** Longer Separation Allowance (LSA) attracts a personal liability for Income Tax and NICs. These are deducted automatically from the soldier’s salary. GYH Travel is non-taxable. In accordance with ITEPA 2003 Section 271 to 287 payment of DE and Movement of PE within this Provision attract a liability to both Income Tax and NICs. The tax and NICs will be met by MOD and paid by DBS under a PSA.

### Eligibility

**12.0704. Eligible Service Personnel.** Regular Army personnel (excluding MPGS personnel) who are aged 37 or over, married or in a Civil Partnership (e.g. Personal Status Category (PStat Cat) 1 or 2) and homeowners or householders<sup>1</sup> may choose to serve VOLSEP, live in Single Living Accommodation (SLA) at their duty station and take the benefits of the Army Over 37 Provision, subject to the limitations at paragraph **12.0705**. The soldier’s must also:

- a. Be serving at, or about to serve at a duty station more than 50 miles from the property which qualifies them as a homeowner/householder.
- b. Not already have opted for the benefits of the Final Tour of Duty Package (FTOD) (see **Section 5** of this Chapter).

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<sup>1</sup> Chapter 2 Section 1 paragraphs **02.0122** and **02.0123**. SP are ineligible occupying Service Family Accommodation (SFA).

**12.0705. Timing of Option.** Eligible Army personnel may only opt to take the benefits of the Army Over 37 provision at, or within the 6 months after one of the following events:

- a. A change of PStat Cat to 1 or 2.
- b. A permanent assignment or permanent change of location due to unit move.
- c. On reaching the age of 37 during a tour of duty.

## Ineligibility

**12.0706. Ineligible Service Personnel.** The following Service personnel are ineligible for the Army Over 37 Provision:

- a. All RN and RAF personnel. Alternative arrangements for a waiver of SLA charges are made for RN and RAF personnel when they opt to serve VOLSEP, consistent with their single-Service accompanied service policies.
- b. All Army personnel under the age of 37, but see paragraph **12.0709**
- c. All reserve personnel including FTRS (HC, LC or FC) personnel.

## Entitlement

**12.0707. General.** Army personnel with an SPR in the UK (not overseas) who are eligible for the Army Over 37 Provision are entitled to:

- a. The applicable full DE rate (see **Section 1** of this Chapter) for a move to a SPR that qualifies the individual as a homeowner/ householder. The property must be more than 50 miles from their current or new duty station, as appropriate. Where the individual is assigned within 50 miles of the current duty station there will be no entitlement to DE or Removal of PE. Where the individual opts for the Provision within 6 months of a change of PStat Cat to 1 or 2, or a permanent assignment, DE will only be paid for an associated family move if it had not been claimed for a previous family move within the previous 6 months.
- b. The Child Element of DE, where applicable, in accordance with the regulations at **Section 1** of this Chapter.
- c. Movement of PE (see **Section 4** of this Chapter), from the Residence at Work Address (RWA), and/or from store, to a SPR that qualifies the claimant as a homeowner/ householder. The property must be more than 50 miles from their current or new duty station, as appropriate. Where the individual is assigned within 50 miles of the current duty station there will be no entitlement to movement of PE at public expense. Where the individual opts for the Provision within 6 months of a change of PStat Cat to 1 or 2, or a permanent assignment, movement of PE at public expense will only be paid for an associated family move if it had not been paid for a previous family move within the last 6 months.
- d. GYH Travel if the family residence is in the same theatre as the individual's permanent duty station, or LSA Level 1 if it is in a different theatre, for the period of

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

VOLSEP service in accordance with the specific regulations at **Chapter 7 Section 4** for GYH and **Chapter 10 Section 1** for LSA.

**12.0708 SLA Waiver.** Whilst serving VOLSEP, Army SP with an SPR in either the UK or overseas who are otherwise eligible (see **12.0704**) for the Over 37 Provision, will receive a waiver of SLA accommodation charges under the authority of JSP 464 (See **JSP 464, Vol 3, Part 1, Ch3. 0303c**). Eligible SP will remain liable for the appropriate food charge (to include Pay As You Dine (PAYD) see JSP 754).

## Conditions

**12.0709. Reaching Age 37 Within 6 Months of a Permanent Assignment.** An individual aged 36 years and 6 months or more on the date on which they are required to report for duty at a new permanent duty station, who is otherwise eligible for the Provision, will normally be permitted to opt for it from their assignment reporting date, provided it is economically reasonable. In these circumstances prior authority must be sought from the CO. Such requests are to be supported by full estimated costs for both options.

**12.0710. Eligibility for Other Allowances.** Army personnel who opt to claim the benefits of this Provision but who are in receipt of Continuity of Education Allowances (CEA) (see **Chapter 14**) will have their eligibility reviewed by their unit HR admin staff and the likely outcome is that the eligibility will cease. Further entitlement to School Children's Visits (SCV) for the same child(ren) is also likely to cease. There will be no entitlement to initial claims for CEA or refunds of SCV costs for any other child(ren) of the family whilst the benefits of this Provision are being received.

## Rates

**12.0711. Rates.** There are no specific rates calculated for the Army Over 37 Provision. The content of the Provision are the costs associated with moving to a SPR. These are the costs funded within DE (see **Section 1** of this Chapter) and Movement of PE at public expense (see **Section 4** of this Chapter).

## Method of Claim

**12.0712. Method of Claim. Amended/Updated.** An Army Over 37 Provision Eligibility Certificate (EC) is to be completed by all initial and current Army Over 37 Provision claimants using the form shown at Annex A to this chapter **unless submitted digitally**. A new EC/digital application is to be completed for all future assignments after initial claim. The EC must be current and valid at all times and all originals must be kept within the claimant's Unit Pay File (AF O9507) (**unless submitted digitally**), in order to provide an audit trail. The individual elements of the Army Over 37 Provision are claimed in accordance with the instructions detailed in the specific Sections within this JSP.

Annex:

A. The Army Over 37 Provision - Eligibility Certificate

## THE ARMY OVER 37 PROVISION - ELIGIBILITY CERTIFICATE

<b>Part 1 – Claimant's Details:</b>			
Number:	Rank:	Name:	Corps/Regt:
DoB:	Age:	PStat Cat: 1 / 2*	Acc Status: VOLSEP

Current Unit: .....

Assignment Start Date: ...../...../..... Assignment End Date<sup>1</sup>: ...../...../.....

Claimant's Official E-Mail Address:  
.....

Current Unit  
Address: .....  
.....Postcode: .....

Current PStat Cat Effective Date<sup>2</sup>: ...../...../..... CEA Applicant<sup>3</sup>: Yes / No\*

Eligible Army personnel may only opt to take the benefits of the Army Over 37 Provision at, or within the 6 months after one of the following events:

- A change of PStat Cat to 1 or 2.
- A permanent assignment or permanent change of location due to unit move.
- On reaching the age of 37 during a tour of duty.

From the above listing, the initial option applicable to me is / was\*: .....

Initial Commencement Date on the Army Over 37 Provision: ...../...../.....

**Part 2 – Selected Place of Residence (SPR) Property Details:**

My SPR address  
is: .....  
.....Postcode:.....

This SPR is Privately Owned / Privately Rented\* by me: Yes / No\*

Initial Date of occupation of family in SPR: ...../...../.....

Initial Date SPR property purchased: ...../...../.....

<sup>1</sup> Assignment End Date is commonly known as the Future Availability Date.

<sup>2</sup> PStat Cat Effective Date will normally be the SPs Date of Marriage or Civil Partnership.

<sup>3</sup> SP in receipt of CEA will have their eligibility reviewed by their Unit HR admin staff and the likely outcome is that the eligibility to CEA will cease.

\* Delete as Applicable.

**Part 3 – Verification Details:**

Has DE ever been claimed by you for a move to the SPR property: Yes / No\*

Is the SPR more than 50 miles from current or new duty station: Yes / No\*

If Yes what is the mileage between your duty station and your SPR<sup>4</sup>: .....Miles<sup>5</sup>

**Part 4 – Single Living Accommodation (SLA) Details:**

My Current Unit SLA and Residence at Work Address (RWA) is: .....

.....Postcode:.....

Date of Occupation of Current SLA / RWA: ...../...../.....

**Part 5 – Claimant's Certificate:**

My eligibility for the Army Over 37 Provision has been verified by my Unit HR Admin staff based on the details that I have provided on this eligibility certificate and in accordance with JSP 752<sup>6</sup>. I certify that these details are correct and that if my personal circumstances change I will notify my Unit HR Admin staff immediately. I am aware that my current entitlement to the Army Over 37 Provision may well change due to any future changes in my personal circumstances and am also aware that any future moves of my family from my current SPR to another SPR or RWA may have an impact on my entitlement to the Army Over 37 Provision and other allowances.

Date: ...../...../..... Claimant's Signature:.....

**Part 6 – HR Admin Action:**

The eligibility of the SP for the Army Over 37 Provision has been verified based on the details provided on this eligibility certificate and in accordance with JSP 752. The following actions have been taken:

- Start/Continue Over 37 Provision (JPA Arrivals – LOS 12/18).
- Start/Continue/Amend GYH(PMP) as per current Mileage provided.
- Cease/Stop SLA Charges for SP on JPA.
- Check EC and NoK Details for SP on JPA.
- Check RWA Details for SP on JPA.
- Review eligibility to DE (if applicable).
- Review eligibility to CEA (if applicable).

Date: .../...../.....Rank:..... Name:.....HR Admin Signature:.....

**Once complete this form is to be retained in the claimants Unit Pay File (AF O9507).**

<sup>4</sup> Mileage is to be calculated by the most direct route as provided by 'Google Maps' which is an appropriate mileage assessment tool. The same route planner is to be used within a unit, as directed by their Chain of Command.

<sup>5</sup> Fractions of miles are to be rounded up or down to the nearest whole mile (i.e. <1.4 miles = 1 mile, 1.5 = 2 miles).

<sup>6</sup> JSP 752, Chapter 12, Section 7.



## Chapter 12 Section 8 – Early Mover Status

### General

**12.0801. Aim.** When Service personnel are required to move RWA due to their Unit's enforced relocation, the movement of Service families can be staggered up to 12 months preceding, or following, the expected date of the Unit move, through the granting of Early Mover Status (EMS). EMS helps to ease the burden placed upon DE and IPG to simultaneously move and find suitable accommodation for large numbers of Service personnel and their families, while affording families more time to make their own arrangements, such as schooling. EMS may also be granted to those assigned to join a Unit that is about to relocate within 12 months, allowing them to relocate directly to the new duty station in order to avoid the need for a double move.

### Eligibility

**12.0802. Eligible Service Personnel.** EMS only applies, and may only be awarded, to Service personnel in PStat Cat 1 and 2 who are moving to serve accompanied at a RWA (SFA or privately owned or rented families accommodation) at the new duty station. EMS relocations may then occur within 12 months of the expected Unit move date. Units are to ensure that individuals who will have less than 6 months to serve at the new location have the option to be relocated straight to their subsequent duty station elsewhere, or retain SFA at their current duty station, to avoid a double move wherever possible.

**12.0803. Personnel Assigned to a Relocating Unit.** EMS may be granted to eligible personnel who are assigned to join a Unit that is due to relocate, enabling them to move their family direct to a RWA at the intended new duty station in order to avoid a double move. Individuals also have the option to apply to retain SFA at their current duty station for up to 11 months before then moving to the new duty station, in accordance with JSP 464 Chapter 8. This is also to avoid a double move.

**12.0804. SFA/SLA Considerations.** For those intending to move into a new RWA that is SFA, EMS may only be granted when SFA is available at the new duty station location. EMS may also only be granted when SLA is available at the current duty station for the Service person to occupy after the family has relocated under EMS.

**12.0805. Application Procedure.** Following consultation with DE Ops Housing (or other housing provider if overseas) and IPG, Units are to apply, through their chain of command, to DBS MIL PERS-MIL OPS PACCC in accordance paragraph **04.0402**, for authority to grant EMS to their Service personnel. A full and detailed justification is to be provided. Once PACCC have granted approval, Units must carefully prioritize the EMS relocations of their personnel, in close consultation with both DE Ops Housing and IPG, in order to achieve a gradual transition that matches available resources.

### Entitlement

**12.0806. Relocation Package.** Individuals granted written approval of EMS by their Units are then able to apply for SFA and the appropriate relocation package and Disturbance Expenses as defined in JSP 752 Chapter 12.

**12.0807. Separation.** Individuals separated under EMS may apply for separation allowances as follows;

- a. **LSA.** Individuals who relocate their families to a different Theatre under EMS are to be treated as VOLSEP for the purpose of LSA, and are entitled to claim LSA at Level 1 in accordance with **Chapter 10 Section 1**. LSA may not be claimed simultaneously with GYH(T).
- b. **GYH Travel.** Individuals who relocate their families within the same country, having undertaken a relocation under EMS may claim GYH Travel, however this may not be claimed simultaneously with LSA.

**12.0808. Accommodation Charges.** Individuals who are separated from their families having undertaken an early relocation under EMS, and who are then accommodated within SLA, will be exempt from SLA charges.

**12.0809. LOA.** When an EMS relocation is effected from an overseas location to the UK, any LOA entitlement will reduce to the Married Unaccompanied rate.

**12.0810. CEA.** Where an individual is a CEA claimant, applications for EMS must be considered on their own merits in every instance. Casework is to be submitted by individuals to the PACCC in accordance with paragraph **04.0402**. Where EMS is subsequently awarded to a CEA claimant, the claimant will be deemed to be INVOLSEP for the purpose of CEA only. (**12.0813** also applies).

**12.0811. Late Movers.** The immediate family must move to join the Service person at the new duty station as soon as possible. Where the immediate family remain in the former duty station because of a lack of transport facilities, or the competent medical authority has certified that a member of their immediate family is unfit to travel, or because they are retaining SFA under the provisions of JSP 464, Part 1, Chapter 8, the Service person will be entitled to the following;

- a. LSA or GYH Travel. As described at para **12.0807**.
- b. Accommodation Charges. As described at para **12.0808**.
- c. LOA. Where the immediate family remains at the former duty station in an LOA area, the appropriate Residual rate of LOA will remain payable from the date of the Service person's departure until the earliest date they can be rejoined by their immediate family, or until their immediate family leave the LOA area, whichever is the sooner.
- d. CEA. As described at para **12.0810**.
- e. The Service person will be deemed VOLSEP for all allowances when any of the following circumstances apply;
  - (1) When the Service person refuses to accept an offer of SFA, appropriate to rank and family size.
  - (2) When the arrival date of the family at the RWA at the new duty station is delayed through personal choice, beyond the date of the Unit relocation.

In all of the circumstances outlined in **12.0811e** above, VOLSEP will apply from the date of allocation of the (refused) SFA, or the Service person's arrival date at the new duty station, whichever is the later.

**12.0812. Change of Assignment.** Where the individual, having undertaken an EMS relocation, is then subsequently required to accept a different assignment, either at a new location or within a shorter timescale than previously anticipated, they will then be eligible for a further relocation package at public expense. Units are to ensure that close liaison is maintained with Career Managers prior to granting EMS to avoid the costs and domestic instability generated by a double move.

**12.0813. Cessation of Early Mover Status.** Allowances granted under the EMS will cease the day the Service person and family are reunited at the RWA at the new duty station. Normal entitlements will then apply. No allowance granted under EMS may continue to be claimed for longer than 12 months without individual casework being submitted to PACCC, and approval for continuation of entitlement being granted.

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# Chapter 13 Section 1 – Professional Body Fees

## General

**13.0101. Aim.** The aim of Professional Body Subscriptions/Fees (PBF) is to reimburse the cost of subscriptions/fees paid by Service personnel to professional or civilian organisations, when payment of such subscriptions/fees is mandatory for the performance of their duties in the Service.

**13.0102. Income Tax and National Insurance Contributions (NICs).** Provided the organisation is on HM Revenue and Customs 'list 3' (<https://www.gov.uk/government/publications/professional-bodies-approved-for-tax-relief-list-3>) of approved professional bodies, subscriptions or fees are tax exempt under S343 (1) of ITEPA 2003. Tax and NICs are payable on any subscriptions or fees for organisations which are not on 'list 3' and in this event advice should be sought from Rem Allowances Policy.

## Eligibility

**13.0103. Eligible PBF.** The following groups of SP on regular full time trained strength have been approved for the reimbursement of PBF.

- a. Professional Engineering Institutions. **2023DIN01-063**
- b. Allied Health Professionals. **2023DIN01-29**
- c. Army Farriers. **2018DIN07-003**
- d. Chartered Institute of Management Accountants.
- e. Annual membership of the Register of Qualified Test Users (RQTU) for Army Officer Selection Board (AOSB) posts specifically requiring British Psychological Society (BPS) membership<sup>1</sup>.

## Method of Application.

**13.0104. Method of Approval for Reimbursement of PBF.** Applications for approval for PBF are to be submitted by the branch/trade sponsor, via the CoC to the relevant sS Pay Cols. Service personnel paid through a bespoke pay spine will not be considered for reimbursement of PBF as they are already compensated within the pay structure. AF Rem will maintain a central list of approved PBF (see para **13.0103**).

## Method of Claim.

**13.0105. Method of Claim.** Service personnel can claim refunds of endorsed PBFs through the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility.

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<sup>1</sup> Applications must be made for periods while in identified posts and due to a direct service requirement.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

### **Method of Payment**

**13.0106. Method of Payment.** All refunds of PBFs, irrespective of whether they have been claimed using the on-line self-service system or the manual alternative, will be paid direct to the Service person's nominated bank account.

# Chapter 13 Section 2 – Individual Resettlement Training Costs Grant

## General

**13.0201. Aim.** The aim of the Individual Resettlement Training Costs (IRTC) Grant is to assist Service Leavers (SL) with the cost of resettlement training through either the Career Transition Partnership (CTP) or External Training Providers. Detailed rules and procedures are contained within **JSP 534** (The Tri-Service Resettlement Manual). This Section illustrates the main eligibility and method of claim.

**13.0202. Detailed Information.** Full details on the entitlement, eligibility, rules, rates of payment and method of claiming IRTC Grant are contained in Section 4 of JSP 534 (Tri-Service Resettlement Manual).

**13.0203. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 311 IRTC is non-taxable.

# Chapter 13 Section 3 – Learning Credit Schemes

## Standard Learning Credit Scheme

### General

**13.0301. Aim.** The aim of the Standard Learning Credit (SLC) scheme is to provide an educational initiative to encourage full-time members of the Services to pursue personal development. Full detailed rules and procedures are contained within a Defence Instruction and Notice (DIN) published annually by CDP TESRR. This Section illustrates the main eligibility and method of claim.

**13.0302. Detailed Information.** Full details on the entitlement, eligibility, rules, rates of payment and method of claiming are contained in JSP 822.

**13.0303. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 250 payments made under the SLC scheme are non-taxable.

## Enhanced Learning Credit Scheme

### General

**13.0304. Aim.** The aim of the Enhanced Learning Credit (ELC) scheme is to complement the SLC scheme as an educational initiative to further motivate full time members of the Services to pursue their personal development.

**13.0305. Detailed Information.** Full details on the entitlement, eligibility, rules, rates of payment and method of claiming are contained in JSP 822.

**13.0306. Income Tax and National Insurance Contributions (NICs).** With effect from 1 September 2012, in accordance with Statutory Instrument 2012 No 1796, payments under the ELC scheme are non-taxable.

# Chapter 13 Section 4 – Provision of Driving Licence Fees

## General

**13.0401. Aim.** To pay the driving licence fees for those Service personnel employed in driver trades, or those who are required to drive regularly as part of their Service duties. This does not include the payment of fees in respect of the photocard renewal which remains an individual expense.

**13.0402. Method of Payment.** The actual costs of driving licences are normally paid direct from the unit Imprest/Public account.

**13.0403. Income Tax and National Insurance Contributions (NICs).** Non-taxable. (in accordance with ITEPA 2003 sections 250 & 251).

**13.0404. Regulations and References.** JSP 800 Volume 5 (Defence Road Transport Regulations)

# Chapter 13 Section 5 – Part Time Service Instructors Allowance

## General

**13.0501. Aim.** The aim of Part Time Service Instructors Allowance (PTSIA) is to recompense individuals who provide instruction to other Service personnel in Service units (including ships) where the employment of other full-time instructors or attendance at part-time civilian courses is impractical or not financially viable to meet the educational needs of the unit. The detailed rules and procedures regarding the delivery of part time instruction by Service personnel are laid down in the following single Service regulations<sup>1</sup>:

- a. RN - BR3 Chapter 96.
- b. RAF - AP 3379 - The RAF Manual of Training – Chapter 15 & Leaflet 2140.

**13.0502. Income Tax and National Insurance Contributions (NICs).** PTSIA attracts a personal liability for both Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility

**13.0503. General.** With the exception of Service education officers (i.e. RN E(TM), Army ETS and RAF Admin(Trg) personnel), all Service personnel (including Reserve personnel) irrespective of rank, with suitable educational qualifications, who undertake part-time educational instruction, as outlined at paragraphs **13.0504** to **13.0510**, are eligible for PTSIA.

**13.0504.** Instruction must involve delivery of classes outside an individual's normal Service duties and must be conducted outside normal working hours. Payments for time spent in preparing classes or marking work may not be claimed, but are implicit in the rates of payment. Personnel will not be eligible for payment if the terms of reference for their post require them to undertake instructional duties that fall outside either their normal working hours or their normal Service duties.

**13.0505.** Instruction should only be arranged when sufficient demand for a course has been identified, and only after an assessment that the applicable Service persons' attendance at an existing local civilian educational establishment is deemed as impractical or not financially viable. Instruction is to be authorised by the Unit Education Officer, Commanding Officer or delegated officer (minimum rank of OF3).

**13.0506.** The subjects studied must be educational and should normally be in direct preparation for an examination or be vocational subjects such as word processing or foreign language conversation classes, studied for their own enjoyment. Recreational subjects such as the training of bands, dancing, sport, physical training etc are excluded. Service Physical Training Instructors are not eligible to receive payment for sport, or other physical training subjects. The prior approval of single Service education authorities must be sought in cases of doubt.

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<sup>1</sup> The Army's educational requirement is funded through existing Army Education Centres.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**13.0507.** Instruction must not form part of any Service's professional or trade training. A course must comprise a minimum of 4 lessons or lectures. Tutorials do not qualify for payment.

**13.0508.** A class is not to be started for fewer than 6 students, but when overseas this may include entitled civilians (for Naval Service see **BR3 Chap 96 Para 9658**). Payment must cease if the number falls permanently below 3. In ships or units with establishments of less than 200 Service personnel, classes may be started for not fewer than 3 people with prior approval from single Service education authorities.

**13.0509.** If a unit cannot find part-time instructors from its own resources, part-time instructors from the other Services may be used. In such cases payment to the instructor will be made by the unit to which he or she belongs.

**13.0510.** Further advice and clarification can be sought from single Service education authorities.

## Entitlement

**13.0511. Levels of Allowance.** PTSIA has 2 levels of payment based on an hourly rate. It is only paid for 'contact time' but rates include recognition of any time spent by instructors in marking and preparation outside these hours. The 2 levels are:

1. Academic/Leading to Examination or Qualification – Basic Skills, GCSE and 'A' Level.
2. Vocational - Word processing, foreign language conversation classes etc.

## Rates

**13.0512. Rate Calculation.** PTSIA rates will be reviewed annually by the RN (as lead) in consultation with other single Service education authorities, with the recommended rates formally endorsed through the Defence Education Strategy Group for implementation on 1 Apr of each year. The rates are linked to equivalent UK civilian supply teaching rates. The rates can be found in **Chapter 3 Section 1.**

## Method of Claim

**13.0513. Method of Claim.** Completed copies of Annex A to this Section, are to be authorised by the Unit Education Officer, Commanding Officer or delegated officer (minimum rank of OF3), and are to be submitted monthly in arrears to the unit HR admin staff. They will then process the forms and enter them onto JPA using an 'Element Entry' for payment to the entitled personnel.

## Method of Payment

**13.0514. Calculation of Payment.** Service personnel undertaking any instruction meeting the requirements outlined at paragraphs **13.0504** to **13.0510** will receive the appropriate hourly rate of PTSIA for that day. PTSIA is paid as an hourly allowance, for the lessons that qualify for payment of PTSIA, via the Service person's salary.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**13.0515. Record of Payment.** A detailed record of the work for which PTSIA is claimed is to be maintained by the authorising unit (see Annex A to this Section) on a unit PTSIA record file and a copy placed on the Service person's file.

**13.0516. Auditing.** The details recorded in the unit records are to be retained for 6 years for audit purposes. For operations manned by non-formed units, the records are to be forwarded to the Service person's permanent unit on closure of the associated operational admin unit.

## **Annex**

A. Individual Monthly PTSIA Authorisation Control Sheet.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## Annex A to Section 5 of Chapter 13

### INDIVIDUAL MONTHLY PART TIME SERVICE INSTRUCTORS ALLOWANCE AUTHORISATION CONTROL SHEET

Number \_\_\_\_\_ Rank \_\_\_\_\_ Name \_\_\_\_\_ Unit \_\_\_\_\_ Sub-Unit \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Date	Time of Instruction	Subject Instructed	Number of Students in attendance	Number of Hours Claimed for Rate 1 Allowance	Number of Hours Claimed for Rate 2 Allowance
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

Allowance Rates:

1	Academic – Leading to Examination or Qualification	Basic Skills, GCSE and 'A' Level
2	Vocational	Word Processing, foreign language conversation classes etc.

Total Monthly Claim:

Rate	Total Hours Claimed
1	
2	

<sup>1</sup> Unit Education Officer, Commanding Officer, or delegated Authority. Minimum rank OF3.

The detail contained on this control sheet is an accurate record of the claimant's entitlement to PTSIA and I authorise payment as summarised in the Monthly Totals above.

Name \_\_\_\_\_ Initials \_\_\_\_\_ Rank \_\_\_\_\_

\_\_\_\_\_ Appointment<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_

**Payment Actioned By:**

**Name** \_\_\_\_\_ **Initials** \_\_\_\_\_

**Rank** \_\_\_\_\_ **Unit** \_\_\_\_\_

**Date** \_\_\_\_\_

## Chapter 13 Section 6 – Language Awards Amended/Updated

### General

**13.0601. Aim.** The aim of Language Awards is to offer a financial reward to encourage Service personnel to obtain military language competences that are related to the needs of the Services.

**13.0602. Scope.** Awards are given only to those Service Personnel who demonstrate an appropriate level of foreign language proficiency through a Ministry of Defence Language Assessment Board (MODLAB), Multi-Level Assessment (MLA) at an appropriate level and whose proficiency is recorded so that personnel can be called on to use their skills for Service reasons if required. There are currently 2 foreign language financial awards schemes. These provide a common set of terms and conditions for all uniformed personnel across Defence and are administered by the Defence Requirements Authority for Culture and Language (DRACL), with payments made through centralised JPA arrangements. DRACL can be contacted at:

DRACL  
HQ Joint Force Development (HQ JFD)  
Room 241, Marlborough Hall  
Shrivenham  
SN6 8LA

Email: [JFD-HQ-DRACLEnquiries@mod.gov.uk](mailto:JFD-HQ-DRACLEnquiries@mod.gov.uk)  
Military: 96161 4139  
Civilian: 01793 314139

**13.0603. Foreign Language Financial Awards Schemes.** The two schemes are:

- a. **The Defence Basic Languages Award Scheme (BLAS).** This scheme provides a single payment for a MODLAB qualification in a wide range of languages. For details see paragraphs **13.0605 to 13.0616**).
- b. **The Defence Operational Languages Award Scheme (DOLAS).** This scheme applies to designated operational languages only. It provides a single payment for a MODLAB qualification in these core languages and a daily payment for active use of these languages when a qualified individual is deployed to an appropriate operation or is assigned to a designated non-deployable Defence Intelligence post, supporting operations. For details see para **13.0617** onwards.

The two language schemes are mutually exclusive in respect of a single language, except as allowed in these regulations. Service personnel may qualify for awards in more than one language, but may only sit one assessment in any given training year (see **2017DIN07-135** (Recording Foreign Language Proficiency and Multi-Level Language Assessments – Independent Candidates)).

**13.0604. Income Tax and National Insurance Contributions (NICs).** Language Awards attract a personal liability for Income Tax and NICs. These are deducted automatically from the individual's salary.

## The Defence Basic Languages Award Scheme (BLAS)

### Eligibility

**13.0605. Eligible Personnel.** All Service personnel (including Reserve personnel but with the exception of non-mobilised Regular Reserves, Sponsored Reserves, Group B Officer Cadets and Cadet Force Adult Volunteers) are eligible for an award under this scheme.

### Ineligibility

**13.0606. Ineligible Personnel.** The following categories of Service personnel will be ineligible for a BLAS award for a particular language:

- a. Service personnel who, on the day they take the MODLAB assessment have less than one year of their engagement still to serve will not be eligible<sup>1</sup>, however, if in the interest of the Service, casework can be submitted to DRACL for consideration.
- b. Service personnel who qualify for DOLAS for that language.

### Entitlement

**13.0607. Awards. Amended/Updated.** Eligible Service personnel will be entitled to one of the following types of award:

- a. **Initial Awards.** All eligible Service Personnel may apply to take a MODLAB assessment at public expense to qualify for an initial award at any appropriate level under the scheme. Formal MOD sponsored language education prior to MODLAB assessment is provided only to those with direct Service reasons for learning a language. More information regarding MODLAB assessments is available from the [Defence Requirements Authority for Culture & Language \(DRACL\) - Home \(sharepoint.com\)](#).
- b. **Requalification Awards.** All eligible Service personnel who have received an Initial Award under the scheme will qualify for a Requalification Award (1/3 of the Initial Award) by achieving the same level in a further MODLAB assessment, in the same language, not less than three years after their previous MODLAB assessment. Competences will lapse for Service personnel who choose not to requalify after three years.
- c. **Incremental Awards.** All eligible Service personnel who have received an Initial Award under the scheme may requalify every three years thereafter for an Incremental Award by achieving a higher level in a further MODLAB assessment in the same language. An Incremental Award will be determined by the number of SLP points achieved above their previous level.

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<sup>1</sup> MODLAB assessments are generally only offered to SP with a minimum of 12 months' service remaining.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**13.0608. Lapsed Competence.** If more than nine years have passed between one MODLAB assessment, giving rise to an award under the scheme, and the next in the same language, the individual is entitled to receive a further Initial Award at the appropriate rate.

**Conditions**

**13.0609. Language Groups.** Languages are arranged into 3 Groups according to difficulty. The following languages are currently accepted for BLAS:

Group 1 (Hardest)	Group 2	Group 3 (Easiest)
Amharic Arabic Chinese (Cantonese) Chinese (Mandarin) Farsi Dari Nepalese Hebrew Hindi Urdu Kurdish Japanese Korean Pashto Thai	Albanian Bulgarian Czech Finnish Greek Hungarian Lithuanian Polish Romanian Russian Ukrainian Serbian Croatian Bosnian Slovak Slovenian Somali Swahili Turkish Malay / Indonesian	Danish Dutch French German Icelandic Italian Norwegian Portuguese (Brazilian / Metropolitan) Spanish (Castilian / Latin American) Swedish

The DRACL can advise which group any language falls into and the possibility of providing an assessment in that language.

**13.0610. Assessment of Award. Amended/Updated.** An individual's entitlement to a Language Award is calculated as follows:

a. **Examination.** A MODLAB assessment determines the Service personnel's proficiency in each of the 4 language competence areas (Listening, Speaking, Reading and Writing) and awards Standardised Language Profile (SLP) points from 1 to 4 for each competence. For example:

(1) Service personnel who perform well in listening and speaking a language but not so well in reading and writing might achieve SLP 3311 – a total of 8 SLP points.

(2) Service personnel who perform well in reading and writing a language but not so well in listening and speaking might achieve SLP 2133 – a total of 9 SLP points.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

b. **Minimum Standardised Language Profile (SLP) Qualification for Financial Reward. Amended/Updated.** To qualify for any language award, an individual must achieve SLP 2210 as a minimum.

c. **Calculation.** The total number of SLP points awarded is then applied to the relevant language group, as described at paragraph **13.0609**, to calculate the level of award earned.

**13.0611. Competence and Award Dates.** Financial awards will normally be made once the outcome of the MODLAB assessment is confirmed; the competence start date will be the date of the assessment and will remain in-date for three years. If further formal foreign language education is undertaken and assessed through MODLAB within the three-year period to meet Service needs, an Incremental Award may be earned and a new period of competence will be started (casework supporting the Service requirement should be sent to DRACL along with the MODLAB electronic assessment application form). Re-assessment during the three-year period will be at the discretion of DRACL. Individuals are responsible for requalifying, as independent candidates, after three years, though trade group cohorts may be coordinated by sponsors.

### **Rates & Language Policy**

**13.0612. Rates of Award.** Rates of award are subject to periodic review. The current rates are at Chapter 3 Section 1.

**13.0613. Language Policy.** DRACL, on behalf of the Senior Responsible Owner (SRO)/Training Requirements Authority (TRA), is the authority that determines which languages are included in the scheme and in which group a language is placed. It may sometimes not be practical or affordable to provide an assessment for every language. Enquiries regarding MODLAB assessments and other foreign language policy matters should be made to DRACL direct.

### **Method of Claim**

**13.0614. Method of Claim.** Awards under this scheme will be authorised by DRACL after MODLAB assessment results for each assessment sitting have been confirmed.

**13.0615. Casework.** Any Service personnel wishing to dispute a decision regarding eligibility for awards under this scheme may submit casework in the PACCC format (details at paragraph **04.0402**) to DRACL.

### **Method of Payment**

**13.0616. Method of Payment.** DRACL staff will update competence records on JPA and make payment of awards under JPA arrangements to all entitled Service personnel.

## **The Defence Operational Languages Award Scheme (DOLAS)**

**13.0617. Background.** Notwithstanding the arrangements detailed in paragraphs **13.0605** to **13.0616** above, the DOLAS offers alternative arrangements for Service personnel qualified in designated core operational languages.

**13.0618. Aim.** The aim of the DOLAS is to provide a financial incentive to all ranks of the Armed Forces to declare, develop and maintain their ability in operationally important languages, (see paragraph **13.0619**) to support Defence commitments on operations.

**13.0619. Eligible Languages.**

- a. **Current Operational Languages.** The languages currently designated as operational languages are Arabic, Dari, Farsi, Pashto, Russian and Somali. Awards will be paid to individuals who have qualified at an appropriate level in a MODLAB assessment. This list may be revised subject to the authority of the Joint Influence Board (JIB). In addition, other languages may be eligible for DOLAS when they are specified for a particular operation within the MOD or PJHQ Operational Directive, but only for the duration of that operation. Eligible, qualified personnel will be entitled to Deployed AUA (see paragraph **13.0623a**) for those named operations and personnel receiving relevant foreign language education (and subsequent MODLAB assessment) specifically for those operations may receive a qualification award at the appropriate DOLAS rate. This eligibility will not apply to existing speakers or students of the specified language who are not involved in the specified operation.
- b. **Russian as an Operational Language.** Following a decision made by the JIB on 30 June 2016, Russian was added to the list of core languages eligible for DOLAS with effect from 30 June 2016. Russian DOLAS claims pre-dating this will not be accepted.

**Eligibility**

**13.0620. Eligibility.** All Service personnel, including Reserve personnel (except for non-mobilised Regular Reserves, Sponsored Reserves, Group B Officer Cadets and Cadet Force Adult Volunteers) are eligible for an award under this scheme. Where an individual with a lapsed qualification award becomes eligible for a DOLAS Active Use Award (see paragraph **13.0623**), but is unable to requalify for Service reasons, e.g. they are on operational assignment, DRACL may agree retrospectively to an AUA (conditional upon casework and requalification at the earliest opportunity).

**Ineligibility**

**13.0621. Ineligibility.** The following categories of Service personnel are ineligible for an award under this scheme:

- a. Service personnel who on the day they take the MODLAB assessment have less than one year of their commission or engagement still to serve (see paragraph **13.0606**), unless deploying on an operational tour.
- b. Service personnel who have not yet completed Phase 1 and Phase 2 training (unless qualification would be in the interest of the Service, in which case the casework must be submitted to DRACL).



## Entitlement

**13.0622. Awards.** Eligible Service personnel will be entitled to the following types of award.

a. **Qualification Awards.** Eligible personnel will receive a qualification award related to their competence on demonstrating an appropriate level of language proficiency through a MODLAB assessment *in a core language*. Every three years thereafter (to remain in-date), or after a period of formal foreign language education, personnel must be re-assessed and may receive a Requalification award (**13.0622b**) or an Incremental award (**13.0622c**), depending on the result. Personnel with more than one eligible core language can receive qualification awards in respect of each language. Personnel in temporarily-qualifying non-core languages will only receive a DOLAS qualification award if they have trained in the language specifically for a named operation. Personnel in temporarily-qualifying non-core languages who have previously received a BLAS qualification award are not entitled for that award to be upgraded to DOLAS rates.

b. **Requalification Awards.** All eligible Service personnel who have received an Initial Award under the scheme will qualify for a Requalification Award by achieving the same level in a further MODLAB assessment in the same language, not less than three years after their previous MODLAB assessment. Competences will lapse for Service personnel who choose not to requalify after three years. Requalification awards are paid as a single lump sum for the appropriate skill level following the relevant MODLAB assessment.

c. **Incremental Qualification Awards.** All eligible Service personnel who have received an Initial Award under the scheme may requalify every three years thereafter for an Incremental Award by achieving higher level in a further MODLAB assessment in the same language. For example, Service personnel who increased their level from their previous qualification i.e. from 'Functional' to 'Professional' or from 'Professional' to 'Expert' will be eligible for the Incremental Award (see current rates table at **Chapter 3 Section 1**). Incremental Qualification awards are paid as a single lump sum for the appropriate level following the MODLAB assessment.

**13.0623. Active Use Awards (AUA). Amended/Updated.** Any individual in receipt of an Initial, Requalification or Incremental Award who has a current recognised qualification will be eligible for an AUA in the following circumstances:

a. **Deployed AUA.** This applies for Service personnel deployed on an operational assignment to a theatre (the Joint Operational Area (JOA) as defined by PJHQ) for which they have the relevant operational language skills. Deployed AUAs are paid as a single lump sum for the appropriate skill level following completion of the operational tour of duty based on the number of days the individual was in the designated theatre. This award is paid at one of 5 tiers found in the relevant rates table at **Chapter 3 Section 1**. Irrespective of previous deployment history, Tier increments are only earned from the DOLAS scheme start date of 1 Dec 09. Those deploying on operations in a role requiring the use of a non-core language must meet the following criteria:

- (1) The language is specified within the relevant MOD or PJHQ Operational Directive, or confirmation is provided by PJHQ J1 that this is the case.
- (2) The individual's location lies within the Joint Operational Area (JOA).
- (3) The post has an endorsed Job Specification indicating an essential language requirement.

**b. Non-Deployed AUA. Amended/Updated.** Service personnel qualified in core languages and assigned to a non-deployed Defence Intelligence or Directorate of Overseas Bases (DirOB) Joint Arms Control Implementation Group (JACIG) Russian Linguist post, that requires the use of their core language(s) as part of their daily duties and has been specifically designated as being in support of operations by the Defence Intelligence Staff or HQ DirOB, will receive a Non-Deployed AUA at a daily rate. Non-Deployed AUAs are paid monthly with salary for the appropriate skill level while the individual is assigned to a qualifying post. This award is paid at a single tier for each of the 3 qualification levels. Non-Deployed AUA *may* be paid for qualifying non-core languages for the period of engagement in support of relevant named operations, subject to casework.

**13.0624. Eligible Locations.** For Deployed AUA, Service personnel must have served in the JOA, as defined in the relevant MOD or PJHQ Operational Directive. The Operational Directive may give further guidance on the eligibility of specified operational languages, which may be geographic or role-related. However, the qualifying Service personnel must still be on an operational tour, away from their normal or previous assignment location, not in a career assignment that is coincidentally in the JOA.

**13.0625 Lapsed Competences.** If more than 9 years have passed between one MODLAB assessment and the next in the same language, the individual will be entitled to receive a further Initial Award at the appropriate rate. Service personnel with lapsed competences wishing to requalify should clarify their position with the DRACL.

**13.0626. Levels of Award.** There are 3 proficiency levels of award (set periodically by the JIB) as follows:

- a. **Functional.** Between 5 and 9 SLP points, with at least 2 SLP points in each of the speaking and listening skills and 1 SLP point in the reading skill (minimum SLP 2210).
- b. **Professional.** Between 10 and 12 SLP points, with not less than 6 SLP points for either speaking and listening together or listening and reading together, and no skill lower than SLP 2.
- c. **Expert.** 13 SLP points and above with no skill lower than SLP 3. (e.g. SLP 4333).

## Conditions

**13.0627. Cessation of Entitlement.** Service personnel's entitlement to language awards will cease with effect from:

- a. The day they depart a designated theatre. This excludes days spent out of the designated theatre on Rest and Recuperation or, for eligible ships, RN standoff time.
- b. The 1<sup>st</sup> day that an individual is removed from a qualifying JPAN or is no longer required to carry out language taskings as part of their role.
- c. The 1<sup>st</sup> day of any period that pay is not in issue and for periods for which pay is subsequently forfeited.
- d. The 1<sup>st</sup> day of Absence Without Leave (AWOL) or when an individual is declared as having deserted, whichever is earlier.
- e. The 1<sup>st</sup> day of any absence where an individual is unable to support operations with the exception of R&R, POL and Individual Leave.
- f. The date that their language competency expires.

**13.0628. Competence and Award Dates.** Financial awards will normally be made once the outcome the MODLAB assessment is confirmed; the competence start date will be the date of the first assessment taken in the session and will remain in-date for three years. If further formal language education is undertaken and assessed within the three-year period to meet Service needs, an Incremental Award may be earned and a new period of competence will be started (casework supporting the Service requirement must be sent to DRACL along with the MODLAB electronic assessment application form). Re-assessment during the three-year period will be at the discretion of DRACL. Individuals are responsible for requalifying, as independent candidates, after three years, though trade group cohorts may be coordinated by sponsors. Where an individual is eligible for an Active Use Award (see paragraph **13.0623**), but is unable to requalify for Service reasons, e.g., because they are on operational assignment, DRACL may agree to continuity of the Active Use Award, conditional on requalification at the earliest opportunity.

**13.0629. Method of Claim. Amended/Updated.** Service personnel are to adhere to the relevant processes for the following awards:

- a. **Qualification Awards.** Service personnel taking MODLAB assessments in an operational language and meeting all the qualifying criteria will automatically receive DOLAS. DRACL staff will check records and arrange payments in accordance with MODLAB assessment results.
- b. **Deployed Active Use Awards. Amended/Updated.** Service personnel wishing to claim Deployed Active Use Awards must register with DRACL prior to deployment. [A completed Annex A to this Chapter \(authorised by the Unit CO or delegated representative not below OF3 in rank\) is to be submitted to DRACL, with a copy of the relevant Job Specification, on their return.](#) DRACL staff will check records and arrange payment in accordance with qualifying periods and recorded skill levels.
- c. **Non-Deployed Active Use Awards. Amended/Updated.** On taking up a qualifying post, Service personnel must register with the DRACL by completing Annex [B](#) to this Chapter (authorised by the Unit CO or delegated representative not below OF3 in rank) [and provide a copy of the relevant Job Specification.](#) DRACL

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

staff will check records and arrange for payments to be made with salary while the individual is in the designated post and employed in a qualifying role, in accordance with recorded skill levels.

**13.0630. Assurance. Amended/Updated.** In order to provide routine assurance of the DOLAS Active Use Award (AUA) payments, the following criteria must be adhered to:

- a. Service Personnel must apply for the allowance using the form at Annex A to this chapter. This application must be supported by their CO (or delegated representative not below **OF3** in rank).
- b. The CO (or delegated representative not below **OF3** in rank) must certify, on a quarterly basis, that any of their personnel currently in receipt of DOLAS AUA payments are still in a qualifying JPA PID and are using their language skills in a qualifying role in their daily routine duties. This quarterly return will be initiated by DRACL.

**13.0631. Method of Payment.** DRACL staff will update competence records on JPA, process entitlements under the scheme and make payment of awards under JPA arrangements to all entitled Service personnel.

**13.0632. Casework.** Service personnel wishing to dispute a decision regarding eligibility for awards under this scheme, may submit casework, in the PACCC format, to DRACL.

Annex:

- A. Application for DOLAS Deployed Active Use Award (AUA).
- B. Application for Non-Deployed Active Use Award (ND-AUA).

## APPLICATION FOR DOLAS DEPLOYED ACTIVE USE AWARD (AUA) Amended/Updated

### Part A – (To be completed by the claimant)

This application form is to be used by all applicants when making a claim for Deployed Active Use Awards, as per [2022DIN01-037](#) (Defence Foreign Language Financial Award Schemes) in conjunction with [JSP 752](#), Ch 13, Sect 6 – Language Awards.

Personal Details									
Service Number	Rank		Surname				Initials		
Service	Regular/Reserve		Position/Appointment				Unit		
Language	Current SLP Score							Date Qualified	
	L		S		R		W		
Contact Email:									
Declaration by Applicant:									
I have read and understood 2022DIN01-037 (Defence Foreign Language Financial Award Schemes) in conjunction with JSP 752, Ch 13, Sect 6 – Language Awards and I emailed DRACL prior to my deployment to register my claim.									
Signature								Date	

### Part B – (To be completed by Unit HR Admin Staff)

The following details are to all be checked and completed against JPA.

SP has been Move & Tracked (JPA) to Operation Name	Yes / No
Operation Name	
Country location	
JPAN (If not classified)	
Start Date	
End Date	
Job Specification included (unless classified), with Language included as an Essential Competence	
Language (Declared above) is recorded on JPA competency	Yes / No
Is the Language currently designated an operational language (Arabic, Dari, Farsi, Pashto, Russian and Somali) as per JSP 752 13.0619	Yes / No
If “No” the relevant MOD or PJHQ Operational Directive, or confirmation has been provided by PJHQ J1 that this is the case.	Yes / No
Unit HR Rank & Surname	
Unit HR Email:	

**Annex A to Section 6 of Chapter 13**

**Part C – (To be completed by CoC OF-3 or above)**

I understand that the above applicant is applying for a Deployed AUA. The applicant has the required language and has deployed to the above Operation occupying a post and been employed in role that qualifies for a Deployed AUA in accordance with JSP 752, Ch 13, Sect 6.

<b>Service Number</b>	
<b>Rank</b>	
<b>Surname</b>	
<b>Appointment</b>	
<b>Signature</b> <b>NB electronic signature is sufficient with</b> <b>MODNET email confirmation</b>	
<b>Date</b>	

**APPLICATION FOR NON-DEPLOYED ACTIVE USE AWARD (ND-AUA)** Amended/Updated

**Part A – (To be completed by the claimant)**

This application form is to be used by all applicants when making a claim for Non-Deployed Active Use Awards, as per [2022DIN01-037](#) (Defence Foreign Language Financial Award Schemes) in conjunction with [JSP 752](#), Ch 13, Sect 6 – Language Awards.

Personal Details									
Service Number	Rank		Surname				Initials		
Service	Regular/Reserve		Position/Appointment				Unit		
Language	Current SLP Score							Date Qualified	
	L		S		R		W		
Contact Email:									
Declaration by Applicant:									
<p>I have read and understood 2022DIN01-037 (Defence Foreign Language Financial Award Schemes) in conjunction with JSP 752, Ch 13, Sect 6 – Language Awards.</p> <p>I will inform DRACL when my circumstances change as per JSP 752 13.0627 that result in the cessation of my entitlement to Non-Deployed AUA.</p>									
Signature								Date	

**Part B – (To be completed by Unit HR Admin Staff)**

The following details are to all be checked and completed against JPA.

JPA Move & Track	Yes / No
JPAN	
Start Date	
Job Specification included, with Language included as an Essential Competence Requirements.	
Language (Declared above) is recorded on JPA competency	Yes / No
FAD	
EED	
Unit HR Rank & Surname	
Unit HR Email:	



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**Annex B to Section 6 of Chapter 13**

**Part C – (To be completed by CoC OF-3 or above)**

I understand that the above applicant is applying for Non-Deployed AUA. The applicant has the required language and has been employed in role that qualifies for a Non-Deployed AUA in accordance with JSP 752, Ch 13, Sect 6.

<b>Service Number</b>	
<b>Rank</b>	
<b>Surname</b>	
<b>Appointment</b>	
<b>Signature</b> NB electronic signature is sufficient with MODNET email confirmation	
<b>Date</b>	

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# Chapter 14 Section 1 – Continuity of Education Allowances

## General

**14.0101. Aim.** Service children can sometimes experience challenges that their civilian counterparts may not; mobility within the Services can mean that children change schools more frequently. The aim of Continuity of Education Allowance (Board) is to assist in the provision of continuity of education otherwise denied in the state-maintained day school sector.

**14.0102. Before applying for CEA.** Service personnel must read these regulations and consider all implications of claiming CEA. Service personnel must contact the Education Advisory Team (United Kingdom) (EAT (UK)) for advice and guidance before an initial application for CEA may be submitted. Contact details are at **Annex I**.

**14.0103. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 297C, CEA is non-taxable.

**14.0104. Responsibilities.** Responsibilities for those involved in CEA (Claimant, EAT (UK), Assignment Authority, PACCC, Commanding Officers and Unit HR) are at **Annex I**. **The claimant must ensure that they and their child satisfy the eligibility criteria throughout the duration of claiming CEA.**

**14.0105. Casework.** Any prospective or existing CEA claimant wishing to dispute a decision regarding eligibility for CEA may submit casework. Casework should be submitted in accordance with paragraph **04.0402**. All casework submissions must be accompanied by a completed CEA Case Information Sheet at **Annex C** to this section.

## Key Principles

**14.0106. Family Mobility.** In accordance with the eligibility criteria at para 14.0109, the CEA claimant **must be accompanied** by their family at their duty station, at a Residence of Work Address (RWA); unless they have been granted Involuntary Separated Service (INVOLSEP).

**14.0107. Applicability of Policy.** The principles detailed in this section for eligibility to CEA(Board) apply to all forms of CEA. The specific principles applying to other forms of CEA are outlined at subsequent sections 2-5 of this Chapter.

**14.0108. Definitions.** Terms defined at Chapter 2 Section 1 of JSP 752 apply throughout these Regulations. Specific definitions are at **Annex J** to this section.

## Eligibility

**14.0109. Eligible Service Personnel.** A Service person is eligible for CEA provided all the following criteria are met:

- a. They are serving on a Regular Engagement and are in receipt of full UK Service rates of pay. They are not due for normal discharge within 12 months (but see paragraph **14.0121**), nor have they applied for Early Termination<sup>1</sup> at the time of the initial application.<sup>2</sup> The period of residual service is to be assessed from the date on which payment of CEA would have fallen due.
- b. They are maintaining a Family Home as a Residence at Work Address which, for the purpose of CEA must be within 50 miles of their duty station or have been granted Involuntary Separated (INVOLSEP) status. These requirements continue to apply when the SP has agreed remote working arrangements with their CofC.
- c. They are accompanied by their family at the duty station for their entire assignment or have been granted Involuntary Separated (INVOLSEP) status. Initial CEA claimants who are INVOLSEP at the time of application must submit casework to establish their eligibility. If the CEA claimant has not been granted INVOLSEP and is not accompanied by their family within three months of commencing a new assignment, they must also submit casework.
- d. The Service person's Personal Status Category (PStat Cat) is to be one of the following:
  - (1) PStat Cat 1, 1s or 1c and neither parent has filed a petition for judicial separation, divorce or dissolution (see additional criteria below).
  - (2) PStat Cat 2 but the claimant must provide clear evidence demonstrating that they have full residence and are the prime mover for the child. There is no eligibility where the child is normally resident with the other parent and is separated from the claimant or where, under a Residence Order of the Court or any other arrangement, the claimant is awarded equal rights with the child's other parent. All PStat Cat 2 initial claimants must submit casework to demonstrate their eligibility to claim CEA.
  - (3) PStat Cat 3 and 4, subject to paragraph **14.0116**.
  - (4) PStat Cat 5c but there is no separate eligibility for the Civil Service spouse/civil partner of the claimant to claim Civil Service Education Allowances.
- e. The following additional criteria apply to Service Personnel who are PStat Cat 1, 1s or 1c:
  - (1) Service Personnel who are PStat Cat 1, 1s or 1c and who have Stepchildren for whom they wish to claim CEA must provide clear evidence, with their Eligibility Certificate to DBS PACCC, demonstrating that they have full residence and are the prime mover for the Stepchild.
  - (2) Where the CEA claimant who is PStat Cat 1s exchanges their PStat Cat with their spouse or civil partner, the future eligibility of both parents will be assessed to confirm the family's mobility and the enduring requirement for

<sup>1</sup> This refers to initial claims only. If CEA is already in issue, eligibility will continue providing all other eligibility criteria are met.

<sup>2</sup> This is the date the claimant signs Part 1C of the CEA Eligibility Certificate, as long as it is immediately submitted to the Assignment Authority and is subject to the form being correctly completed and the eligibility being confirmed by PACCC.

CEA. Any conditions governing the payment of CEA will also be exchanged, e.g., if CEA for a child has been forfeited it remains forfeited even though the claimant has changed.

(3) CEA claimants who are PStat Cat 1c do not have an automatic eligibility to INVOLSEP status and must satisfy all eligibility criteria. Those who do not satisfy the eligibility criteria are required to submit casework.

- f. They are in possession of a valid CEA EC.

**14.0110. Eligible Child.** A child is eligible for the purposes of CEA if they meet the criteria at **Annex J, Para 5**.

**14.0111. Servicewomen on Maternity Leave.** CEA claimants who take Ordinary Maternity Leave (OML) and Additional Maternity Leave (AML) will continue to be eligible to receive CEA for the duration of the maternity leave period, provided they satisfy all eligibility criteria. Eligibility to CEA will cease if the claimant removes any eligible child from school for which CEA is paid during OML or AML. This will not debar the claimant from future entitlement to CEA on her return, provided all eligibility criteria are met. No initial claims for CEA will be considered during a period of the OML or AML. CEA claimants who take OML or AML may voluntarily withdraw from CEA in accordance with paragraph **14.0126**. Claimants who continue to receive CEA during maternity leave but do not return to duty after that leave may be required to repay the full amount of CEA received during the full maternity period depending on the submission of casework.

**14.0112 Continuity of Education.** Many schools will provide continuous education for more than one stage of education. In these circumstances the child will be expected to continue their next stage of education at the same school. The child must complete the stage of education at the school for which CEA is in issue.

**14.0113. Changing School Within a Stage of Education.** A claimant wishing to move their child to another eligible school other than at the end of a stage of education or in the circumstances as outlined at paragraph **14.0126** must seek advice from the EAT (UK) and their Unit HR concerning the effect of such action on the education of their child and continued entitlement to claim CEA. Circumstances where the early change of school for a child may be acceptable are outlined at **Annex D**.

**14.0114. CEA Eligibility Certificate (CEA EC).** On completion of the initial advice process the EAT (UK) will issue an individual serial number to the prospective CEA claimant. This serial number is for use when the claimant creates a CEA EC application, either through JPA Self Service or through the submission of a manual CEA EC. This application must be created and submitted on each of the following occasions:

- a. Initial Claims;
- b. Immediately when starting each new assignment<sup>3</sup>;
- c. Immediately on change of PStat Cat to 1 or 2;

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<sup>3</sup> Claimants who are assigned for 6 months or less or on an operational assignment of any length are not required to renew their CEA EC on assignment, provided their current CEA EC remains valid.

- d. When the current certificate expires at the 3-year point;
- e. On a change of school;
- f. When withdrawing from CEA in the circumstances outlined at paragraph **14.0126** but wishing to continue to claim CEA for another child;
- g. At any other time when directed by the PACCC.
- h. On application for Flexible Service (FS).

In exceptional cases where claimants do not have access to JPA, the manual form at **Annex A** is to be completed (administrative instructions can be found at App 1 to Annex A, with further guidance at **Annex B**). The completed form is to be submitted to Unit HR staff for processing.

### **Changes of Personal Status Category**

**14.0115. To PStat Cat 1 or 2.** All applications are to be supported by the Declaration of PStat Cat and in the case of a change to PStat Cat 2 casework must be submitted for a decision on ongoing eligibility supported by evidence that they are the prime mover for the child.

**14.0116. To PStat Cat 3, 4 or 5.** A claimant who changes to PStat Cat 3, 4 or 5 when already in receipt of CEA may only claim the allowance for one further academic term following that in which the change in PStat Cat takes place. Where, at the time of the change of PStat Cat, a child has started the two academic years leading to public examinations; CEA will remain in issue until the end of the current stage of education.

### **Method & Payment of CEA**

**14.0117. Rates and Conditions of Payment of CEA.** CEA is paid subject to the following conditions:

- a. A minimum parental contribution in respect of each child is to be applied to the actual boarding and tuition fees payable by the claimant. The parental contribution will be applied as follows:
  - (1) For children attending state-maintained schools, the minimum parental contribution will be 8% of the fees;
  - (2) For children attending independent schools, the minimum parental contribution will be 10% of the fees.
- b. In assessing the allowance payable, any discount, grant or scholarship made by:
  - (1) The school.
  - (2) Official benefactor.

(3) Any public body.

must be deducted from the fees for each child before the minimum parental contribution is calculated.

c. In cases where a grant, scholarship or any other discount is given in respect of two or more children, and separate details are not provided; it is to be divided equally between the children.

d. If a Service person starts claiming CEA at any time other than the beginning of an academic term, CEA will be paid on a pro-rata basis from the child's start date at the selected school.

e. If the net fee (including tuition fees payable after considering deductions and the parental contribution) is less than the appropriate maximum rate of CEA(Board), then certain costs may be reimbursed within the allowance ceiling. However:

(1) Only compulsory costs directly leading to public examinations, such as initial exam entrance fees or compulsory textbooks, will be considered admissible.

(2) Admissible expenses that arose before the previous academic term which were not claimed cannot be carried forward for the forthcoming academic term.

(3) Any unused CEA from a previous academic term cannot be used to reclaim admissible extras for a subsequent academic term where the CEA allowance had been fully claimed.

Where there is any doubt Unit HR is to seek advice from the PACCC who should consult the EAT (UK) if necessary. Any costs considered admissible are subject to the parental contribution.

**14.0118. Childcare Vouchers.** Childcare vouchers may only be used with CEA in accordance with DIN 2017DIN01-092 (Armed Forces Childcare Voucher Scheme) and where the school separately identifies statutorily provided tuition fees from the total fee charged. Childcare vouchers can then only be used in conjunction with CEA for the following:

a. Childcare vouchers can be used to pay, or part pay, for the minimum parental contribution to school fees. **They are only to be used to pay for the boarding element of the fee.** The minimum parental contribution must be a proportional split between both board and tuition elements of the fee charged by the school and exclude any other fees that appear on the bill.

b. Any fees levied by a school (excluding tuition) over and above the minimum parental contribution and the relevant CEA maximum.

c. Any additional extras provided by the school that meet the criteria for childcare as defined by HMRC guidance document EIM22030.



## Method of Claim

**14.0119. Method of Claim.** The methods of claim for all forms of CEA are outlined at **Annex G** to this Section. Claimants should submit their claims in advance of the start of the term for which the claim is made. Details of latest receipt dates for payment prior to the start of the academic term will be published by DBS.

## Method of Payment

**14.0120. Method of Payment.** CEA(Board) claims are paid via the claimant's salary.

## Termination, Withdrawal or Suspension of CEA Eligibility

**14.0121. End of Regular Service.** The following rules apply to claimants who are at, or are approaching the end of their service:

a. Initial CEA claims and change of school requests will not normally be authorised for claimants who:

- (1) Live in their privately-owned home, **and**;
- (2) Have entered their end of career assignment, **and**;
- (3) Have less than 2 years of service, **and**;
- (4) Have not applied to extend their service or converted to a longer engagement.

b. The final payment of CEA will be in respect of the academic term during which the claimant completes their last day of service. This also applies to those SP who are discharged for administrative or dismissed for disciplinary reasons.<sup>4</sup>

c. Where the claimant's last day of service falls within one of the main school holidays, the academic term immediately preceding the school holiday in question will remain eligible for a final CEA payment.

**14.0122. Death or Invaliding.** If the claimant dies or is invalided from the Service, the following rules apply for further entitlement to CEA:

a. CEA will continue to be paid for each child up to the end of the current stage of education or for up to 2 full terms after the term in which the death or invaliding of the claimant occurred, whichever is longer.

b. Where a child is within two years of taking public examinations, CEA will continue to be paid for up to four years or to the end of the term in which the child takes the examination and then leaves school, whichever is soonest.

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<sup>4</sup> CEA is to continue in issue during periods of detention or imprisonment of a claimant, provided the claimant is eligible in all other respects.

**14.0123. Redundancy.** An initial claim for CEA will not be considered after the date that a notice of redundancy has been issued. Where CEA is in issue on the date that a redundancy notice is issued, (including one for Directed Early Retirement and Senior Officer Compulsory Retirement), the following ongoing eligibility to CEA will exist:

- a. The final payment of CEA will be in respect of the academic term during which the claimant completes their last day of service. Where the claimant's last day of service falls within one of the main school holidays, the academic term immediately preceding the school holiday in question will remain eligible for a final CEA payment.
- b. Where, on the claimant's last day of service, a child has started the two academic years leading to public examinations, CEA will remain in issue until the end of the current stage of education.
- c. Where the extant notice period required by the school exceeds the redundancy notice period, and liability to pay school fees remains, authority to the end of the school's legal notice period may be authorised on submission of casework.

**14.0124. CEA Eligibility Certificate Not Approved.** An existing claimant who has a CEA EC application rejected will normally be given a full academic term's notice in writing. CEA will remain in issue until the end of the respective stage of education as notified by the PACCC where:

- a. A child has started the two academic years leading to public examinations.
- b. A Sixth Form re-application has previously been approved.

Any subsequent eligibility to CEA will be determined by the regulations extant when the casework is submitted.

**14.0125. Breach of CEA Regulations.** A CEA claimant who breaches CEA regulations may forfeit their eligibility and may have to repay any CEA already received for the stage of education in which the breach occurred. Where doubt exists regarding ongoing entitlement to CEA and the extent (if any) to which CEA should be recovered, casework is to be submitted. The following non-exhaustive circumstances constitute a breach of CEA entitlement:

- a. Where a claimant fails to pay all CEA received, in full, directly to the school or Local Authority (LA) within 30 calendar days after receipt.
- b. Where the claimant has rendered themselves ineligible for CEA for **any reason** and continued to claim CEA.
- c. Where a child is withdrawn from school in circumstances other than those outlined in paragraphs **14.0113** or **14.0126**.

Should a former claimant who lost their entitlement due to a breach of CEA regulations wish to claim CEA in the future, they will be required to submit casework. Only when there

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

is a genuine Service and welfare need for CEA, will casework submitted for reinstatement be considered favourably. Any subsequent eligibility to CEA will be determined by the regulations extant when the casework is submitted.

**14.0126. Voluntary Withdrawal from CEA Without Penalty.** In exceptional circumstances, a claimant may cease claiming CEA. without penalty<sup>5</sup>. Claimants considering this option should carefully consider the following:

- a. A claimant withdrawing a child from CEA is considered to have made a permanent decision. Should a former claimant wish to claim CEA for a previously withdrawn child, they will be required to submit casework. Only when there is a genuine Service and welfare need for CEA will casework submitted for reinstatement be considered favourably.
- b. If it is the claimant's intention to remove their child from the school, it is their responsibility to ensure that sufficient notice is given to the school. Any costs incurred because of giving insufficient notice to the school will be borne by the claimant.
- c. Once the CEA claimant has considered the implications of ceasing to claim CEA the following actions must be taken:
  - (1) The claimant must contact the EAT (UK) to discuss the long-term implications of ceasing to claim CEA and, where applicable, the reason for wishing to withdraw their child from a school.
  - (2) If, following receipt of advice from the EAT (UK), the CEA claimant still wishes to withdraw from CEA, the EAT (UK) will provide the claimant with a declaration form.
  - (3) Once complete, the declaration form is to be countersigned by the claimant's CO (or delegated representative not below OF2 in rank) and retained with the individual's unit pay documentation. The claimant is to forward copies of the declaration form to the EAT (UK) and PACCC.

**14.0127. Career intermissions.** The last payment of CEA will be for the academic term preceding the first day of the claimant's career intermission. CEA may be restarted from the beginning of the academic term following the return to Regular Service after a career intermission providing the claimant and any child continues to satisfy all eligibility criteria.

**14.0128. Absence and Desertion.** If a claimant is absent, any ongoing eligibility to CEA is to be reviewed by their CO in line with the Absence Matrix at **Chapter 2 Section 3** of this JSP, seeking advice from the PACCC and - in the case of a child with Special Educational Needs and Disability - the EAT (UK). If a claimant deserts, their unit must submit casework for a determination of the date on which CEA will cease. CEA will otherwise cease at the end of the academic term in which the claimant deserts.

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<sup>5</sup> This provision is distinct from the regulation for changing school at paragraph 14.0107.

## **CEA Rates**

**14.0129. CEA Rate Publication.** Rates of all variants of CEA are published in the annual CDP (AF Rem) Directed Letter “Rates of Entitlement for Allowances for Service Personnel”. The current rates of CEA are at **Chapter 3 Section 1**.

## **Annexes**

- A. Manual CEA Eligibility Certificate (SPECIMEN ONLY).
- B. Guidance on Completion of the CEA EC and Approval Process.
- C. CEA Casework Information Sheet.
- D. Reasons for Changing School during a Stage of Education which may be acceptable.
- E. College Approved Lodging Scheme and Non-College Run Hostel Certificate.
- F. Weekly Boarder/Day School Certificate.
- G. Method of Claiming CEA.
- H. The MOD Boarding School Database.
- I. Responsibilities
- J. CEA-Specific Definitions

## CONTINUITY OF EDUCATION ALLOWANCE (CEA) ELIGIBILITY CERTIFICATE (CEA EC)

This CEA EC application form is to be completed in exceptional situations when claimants do not have access to JPA. The completed form is to be submitted to the respective Unit HR admin staff for onward processing of the application. The manual CEA EC procedure requires the application to be completed by a number of different departments. For initial applications and on change of school you should allow 12 working weeks to complete the application process and 8 working weeks to renew the CEA EC. See The Guidance Notes attached to this Application Form

<b>PART 1A – CLAIMANT’S CERTIFICATE</b>		Individual Serial No.....	Date of Issue    /    /
Number:	Rank:	Name:	Service/Regt:

Current Unit†: ..... Assignment Start Date: .../.../.... Assignment End Date  
...../.../....

JPA Position Identification Number (PID)..... Regular Engagement...Yes/No\*

Claimants Official E-Mail Address.....

Unit Address including postcode .....  
.....  
.....

Unit HR telephone number (Mil)..... Unit HR Fax number (Mil)..... Unit HR Email  
.....

Unit HR Address .....  
.....

Current Personal Status Category ..... Effective Date ...../.../.....

† If applying in advance of assignment the CEA EC must be completed as if you are already at your new assignment, i.e. with your new units details and signed at Pt 3 by the CO of your new unit. Please also submit a copy of the assignment order.

1. I have read and understand the regulations relating to payment of CEA and the Guidance Notes of this form and I undertake to inform my Unit HR of any event that may affect my eligibility to CEA and I accept:

a. Continuity of education is a fundamental condition in claiming CEA and this condition applies for each stage of education. I also accept that should I break the continuity of education for a child for whom I am receiving CEA, for non-Service reasons, that the MOD reserves the right to recover all of the CEA I have received during that stage of education.

b. A commitment to family mobility and that when I am assigned I will continue to serve accompanied. If I fail to relocate my family on assignment my eligibility to CEA will be reviewed and may cease unless I am granted INVOLSEP status or gain exceptional authority from the PACCC in accordance with JSP 752 to serve unaccompanied and retain eligibility to CEA.

c. I will immediately inform my unit HR of any changes to my personal circumstances that may impact upon my eligibility to claim CEA including a change in P Stat Cat.

d. I have not /have\* previously claimed CEA. Term of last CEA claim.....

e. For CEA(Board) claimants\*. I understand that to claim CEA(Board) my child(ren) must be either full or weekly boarders. Full boarders must live (including overnight) at the school during term time for 7 days per week, apart from exeats, half terms, holidays and on the agreement of the headteacher, some weekends. A weekly boarder must live at the school for a minimum of 4 consecutive nights per week (which must include Mon-Thur nights) not including Saturday (but see Paragraph 14.0112b).

f. For CEA(Day) claimants\* I confirm that my child has completed the statutory minimum 3 consecutive academic terms as either a weekly or full boarder. I understand that my child will resume boarding when my circumstances change (See JSP 752 Chapter 14, Paragraph 14.0308).

\* - Delete non applicable text

2. My spouse/civil partner and child(ren) have accompanied me to my (new) assignment station and addresses

are as follows (Also applies to PStat Cat 2):			
At my (new) assignment station/Unit my accommodation and Residence at Work Address (RWA) is: ..... ..... ..... Date of occupation: ...../...../.....	If the family is not accommodated at the RWA, state address of family residence: ..... ..... ..... This is SFA /Privately owned/rented* accommodation Date of occupation: ...../...../.....		
3. I have/have not* applied for SFA at my new/current duty station (include Housing Application number where applicable)..... ..... ..... .....			
4. My spouse/civil partner, or child(ren) (for PStat Cat 2), have not accompanied me to my new assignment station because (Refer to JSP 752, Chapter 2, Section 1, Annex B)(where accompanied service will be achieved at a future date, that date must be inserted): ..... ..... .....			
<b>HISTORY OF SERVICE CLAIMANT'S LAST THREE ASSIGNMENTS</b> (Last 3 preceding assignments - not to include current assignment or any operational tour attracting INVOLSEP) Attach a continuation sheet where there is more than one address at any assignment or a mid assignment move.			
DATE (mm/yy)	ASSIGNMENT STATION	HOME ADDRESS (FAMILY RESIDENCE)	RESIDENCE AT WORK ADDRESS (RWA)
Assignment 1.			
From: ..... To: .....	..... ..... .....	..... ..... .....	..... ..... .....
Assignment 2.			
From: ..... To: .....	..... ..... .....	..... ..... .....	..... ..... .....
Assignment 3.			
From: ..... To: .....	..... ..... .....	..... ..... .....	..... ..... .....
<b>PART 1B – CHILD AND SCHOOL DETAILS (a separate section 1B is to be completed for each child)</b>			
CHILD DETAILS:		SERIAL NUMBER:	
First Name(s):		Surname:	
Date of Birth: .... / .... / ....	Male/Female: M/F	Current Education Year:	
Stage of education applicable to this application: Junior /Prep / Senior / 6th Form*	Start date of current stage of education: .... / .... / ....	End date of current stage of education: .... / .... / ....	
<b><u>For all applications:</u></b>  School Details Name and address including postcode ..... .....  Telephone number ..... Fax number ..... Email.....  This is for:			

Full Boarding\*

Weekly Boarding\*

Day Pupil placement\*

\* Delete non-applicable text

**PART 1C – CLAIMANTS CERTIFICATE**

1. I have read and understand the CEA regulations in JSP 752 and the guidance provided on this form and I undertake to inform my Unit HR Staff of any change to my personal circumstances that may affect my eligibility to claim CEA. I understand that failure to inform my Unit HR staff of any changes to my personal circumstances or a failure to satisfy all of the eligibility criteria may lead to forfeiture of eligibility to CEA and possible recovery of CEA received for my child's current stage of education.

2. I attach the following documents (as applicable):

a. For a weekly boarding or day school placement I attach a signed copy of JSP 752, Chapter 14, Section 1, Annex F.

b. Where children occupy college approved lodging accommodation or non-college run hostels the certificate at JSP 752, Chapter 14, Section 1, Annex E is attached.

c. A copy of the letter from the school offering a boarding place, indicating the start date and year group that the child is being admitted to is to be attached with this application (for initial claims and change of school only).

3. I authorise the PACCC to contact my child's school and request any information regarding my child's attendance at the school.

4. No other organisation, other than the Ministry of Defence has contributed toward the cost of my child's education.

5. I accept that deliberate abuse of the regulations may lead to disciplinary action or criminal proceedings against me,

Signature ..... Print Name..... Date.....

**PART 2 - TO BE COMPLETED ONLY BY THE ASSIGNMENT AUTHORITY** (\* The Assignment Authority is to delete and sign against paragraph 1 or 2 and 3 as appropriate).

I have personally reviewed the claimant's potential career options and it is my assessment that:

Number:	Rank:	Name:
1.* Is likely to be assigned to an accompanied assignment at least 50 miles from their current duty station within the next 4 years, or		Signature.....
2.* Because of the nature of the above Service person's qualifications and projected career pattern, they are unlikely to be assigned more than 50 miles from their current duty station within the next 4 years, or		Signature.....
3.* Is a new/existing claimant within the last 4 years of service entering their end of career assignment.		Signature.....



Rank and name:..... Appointment:..... Date: .... / .... / .... Telephone number:.....	<div style="border: 1px solid black; width: 200px; height: 80px; margin: 0 auto;"></div> <p>ASSIGNMENT AUTHORITY DATE STAMP</p>
<b>PART 3 – TO BE COMPLETED BY APPLICANT’S CO (OR FORMALLY DELEGATED REPRESENTATIVE NOT BELOW THE RANK OF OF2)</b> (See Paragraph 14.0108d and Annex B of Section 1 to Chapter 14 of JSP752)	
<b>I confirm that an eligibility check has been carried out iaw JSP 752 Chapter 14 Section 1 and can confirm that:</b>	
1.* The claimant is fully eligible to claim CEA, or	Signature.....
2.* The claimant does not fully satisfy all of the CEA eligibility and eligibility criteria however I approve the application on the following grounds:	Signature.....
3.* The claimant does not satisfy all of the CEA eligibility and eligibility criteria. However, I believe the claimant’s circumstances warrant the submission of casework to PACCC which is now to be submitted by the Unit HR staff, or	Signature.....
4.* The claimant does not meet all of the criteria to be eligible to claim CEA and this application is therefore not approved. The SP has been informed in writing, copied to EAT (UK), PACCC and Unit HR admin staffs.	Signature.....
Appointment..... Rank ..... Name ..... Date ..... Address.....  * Delete and sign against paragraph 1, 2, 3 or 4 as appropriate.	
<b>THE COMPLETED CEA ELIGIBILITY CERTIFICATE MUST NOW BE SENT DIRECTLY TO THE PACCC AND NOT RETURNED TO THE CLAIMANT (DBS, PACCC, MP620, Kentigern House, Glasgow, G2 8EX).</b>	

<b>PART 4 – AUTHORITY TO CLAIM CEA (TO BE COMPLETED BY THE PACCC)</b> Date Received: .... / .... / ....			
Number:	Rank:	Name:	Service/Regt:
*Authority to claim CEA is given for the following child(ren): ..... ..... ..... .....  This authority is valid until .... / .... / ....., providing the Service person remains eligible for CEA in all respects. An occurrence that renders a claimant ineligible for CEA is to be applied to all children for whom CEA is claimed.			
* Authority to claim CEA is not given for the following reason..... ..... ..... ..... ..... ..... .....			

**Annex A to Section 1 to Chapter 14**

\* A case is to be submitted to the PACCC to determine the claimant's eligibility to CEA for the following reason.....

.....

.....

.....

.....

.....

.....

.....

Signature: .....

Name:.....

Appointment:.....



\* **Delete as appropriate.**

PACCC DATE STAMP

Appendix:

1. CEA Eligibility Certificate (CEA EC) Application – Administrative Instruction.

**CEA ELIGIBILITY CERTIFICATE (CEA EC) APPLICATION – ADMINISTRATIVE INSTRUCTION**

Part 1A (to be completed by the claimant)

- Check that the Individual Serial Number, Service Number, Rank and Name have been entered correctly.
- Enter your current unit, PID, assignment start and end dates. If applying in advance of a new assignment this part must be completed as if you were already at your new assignment. Part 3 will need to be completed by the CO of your new assignment station.
- Enter your official E-Mail address wherever possible. This will be used to acknowledge receipt of your CEA EC application. This may also be used by the PACCC if queries arise.
- The Unit HR details must be complete, using Military Telephone and Fax numbers wherever possible. A copy of your authorised CEA EC will be sent to your Unit HR either by fax, E-Mail or post so this information needs to be accurate. The PACCC may also need to contact your Unit HR during the processing of your application.
- An effective P Stat Cat date must be entered. For PStat Cat 1 claimants this is normally your date of marriage. For other PStat Categories it will be the date you assumed the PStat Cat.
- Note 1d to this section must be completed where applicable. The term of last CEA claim is the school term for which CEA was claimed and will be one of either Autumn 20xx, Spring 20xx or Summer 20xx.
- The Residence at Work Address (RWA) is the address where you live at the duty station not your work address.
- The date for the occupation of your RWA must be given.
- If your family does not live with you at the duty station then indicate this and enter the date of their occupation in the accommodation.
- If you have applied for Service Families Accommodation (SFA) at your new unit indicate this and include your housing application number and date of application.
- If your family has not accompanied you at your assignment explain why this is and give the date when they will join you where possible.
- The assignment history should be the 3 assignments prior to your current one or the applicant's new assignment generating the requirement for a new CEA EC application. You must give dates for each and must not include your current assignment. The assignment history will be checked against that shown in JPA.

Part 1B (to be completed by the claimant)

- Your child's current academic year group must be shown and agree with your child's age. If a child has been held back a year or advanced a year then also indicate this with your application and include a copy of the authority from EAT (UK).
- The stage of education must be completed. Junior normally ends at the end of Year 6, Preparatory ends at the end of Year 6 or 8 depending on the school in attendance, Senior ends on completion of GCSEs in Year 11 at age 16 and A Levels end on completion of A Levels in Year 13 at age 18. Some Scottish and Northern Ireland schools may operate differently but in general the senior stage ends at age 16.
- The start and end date of the current stage of education must be shown.
- **For an initial claim or a change of school an offer letter from the new school must be included with the application. The offer letter, on headed paper, must show the school year group your child will be starting, the date that they will be starting and the type of attendance they will be undertaking (e.g., full boarder, weekly boarder or day pupil).**
- For all applications the school details must be provided. The school named here is the school for which CEA claims will be allowed with the CEA EC.
- The attendance type must be completed. For weekly boarding or day pupil placement a separate Weekly boarder's/Day School Certificate must accompany your application.

## Appendix 1 to Annex A to Section 1 to Chapter 14

- For an initial CEA application or change of school at the end of a stage of education you must enter the names of the schools you considered but did not select.
- You must enter the proposed start date. This must be in line with the date provided in the school offer letter.

### Part 1C (to be completed by the claimant)

- This must be signed and dated by the applicant and the applicable supporting documents should be attached to the application. N.B. **Electronic signatures will not be accepted.**

### Part 2 (to be complete by the claimant's Assignment Authority)

- The assignment officer must sign against either paragraph 1, 2 or 3 where applicable.
- The assignment officer must enter their name, rank, appointment, telephone number and date the form.
- The assignment authority must stamp this section.

### Part 3 (to be completed by the claimant's CO or authorised representative not below the rank of OF2)

- If you are the CO or the rank of OF5 and above this must be completed by your First/Second Military Reporting Officer or authorised representative.
- There must be a signature against one of the 4 paragraphs.
- If your CO has selected paragraph 2 they must provide their reason for approving the application.
- The CO or their delegated representative must enter their appointment, rank, name and address and must date the form. The CO is not to complete Part 3 before the assignment authority has completed Part 2 as he/she is required to take account of the declaration made at Part 2.
- After completion of Part 3 – subject to the completion of an Acknowledgement of Governance Certificate, the CEA EC application must be submitted to the PACCC by your CO or Unit HR and not returned to you for submission.

### Other items that can affect your application

- JPA must show the same P Stat Cat as that quoted on the application.
- If you are P Stat Cat 1 or 1s/c a date of marriage must be recorded on JPA.
- If you have recently changed from P Stat Cat 1 to P Stat Cat 2, the DBS PACCC authority for this change must be included with the CEA EC application.
- JPA must show that you are either Accompanied or Involuntary Separated (INVOLSEP) only. You are not entitled to claim CEA if you are Unaccompanied or Voluntary Separated (VOLSEP) unless this has been agreed following the submission of casework.
- The assignment history and dates should match those shown in JPA.
- The RWA entered on the CEA EC application is to match the RWA shown on JPA.
- JPA must show the address quoted on the application as the address for your spouse/partner.
- JPA must show the address for your children as being their home address, not the school address.
- A new eligibility certificate must be obtained immediately on arrival at each new assignment (even if the new assignment is at the same location) and no further claims for CEA can be submitted until the new CEA EC is authorised by the PACCC.

### Notes/tips:

- Take a copy of your CEA EC application before sending it to your assignment authority.
- Incorrect/Incomplete forms are returned to the CO, not the claimant.

## GUIDANCE ON COMPLETION OF THE CEA ELIGIBILITY CERTIFICATE AND APPROVAL PROCESS

1. Before an initial claim for CEA can be submitted, prospective CEA claimants must contact EAT (UK) for advice on the suitability of boarding for their child.
2. Whenever a claimant is required to obtain a new CEA Eligibility Certificate (CEA EC) in accordance with paragraph [14.0112](#), they should use the existing Individual Serial Number. Guidance to the completion of the CEA EC is contained in SSUGs IN506003 and IN506026 and BPGs PR906031 and RE906003. In exceptional circumstances, where claimants do not have access to JPA, a manual form is to be completed, a specimen of which can be found at [Annex A](#). Claimants are to request a manual application form from the EAT (UK) containing the individual serial number.
3. The JPA automated CEA EC application is to be created and completed by the claimant up to and including the Claimant's Certificate and then submitted.
4. The application will be sent via workflow to the claimant's Assignment Authority who is to assess the likelihood that the Service person will be assigned to an accompanied post that is at least 50 miles from their current duty station within the next 4 years. For an existing claimant entering their end of career assignment, it is acknowledged that the Assignment Authority will be unable to confirm that the claimant is likely to be assigned to an accompanied post more than 50 miles away from their current duty station within the next 4 years. In these circumstances and providing all other CEA eligibility criteria and guidance is satisfied, the claimant may remain eligible.
5. The application will then be sent via workflow to the claimant's CO (or authorised representative not below the rank of OF2). Where the CEA claimant is either the CO, or of the rank of OF5 and above, the application is to be completed by the claimant's First Reporting Officer (or Second Reporting Officer if the First Reporting Officer is not a Service person)<sup>1</sup>.
6. The CO is to confirm that the claimant and their child satisfies all eligibility criteria and that:
  - a. The claimant is undertaking [accompanied service](#) and maintaining a [family home](#) as a [Residence at Work Address](#) (but see [paragraph 8](#) to this Annex). This requirement also applies to CEA claimants who are PStat Cat 2, or:
  - b. Where the claimant has stated that they are not accompanied at their new permanent duty station, the reason for unaccompanied service is to be ascertained. The claimant may be serving INVOLSEP. In this case, they may retain CEA for any child for whom they are already claiming the allowance and/or apply for an initial claim for CEA for an eligible child, if all eligibility criteria and guidance is satisfied. Exceptional authority is required from the PACCC following the submission of casework, for an individual to be classified as INVOLSEP for the purposes of CEA.
  - c. The PStat Cat is confirmed as being that indicated by the claimant on their CEA EC application form.

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<sup>1</sup> It is accepted that special arrangements may need to be made in certain circumstances however authority must first be sought from the PACCC for any proposed alternative arrangements.

d. For initial claims of CEA or where a change of school has occurred, a check of the offer letter of a school place is to be conducted and the letter retained for audit purposes.

7. When assessing the claimant's eligibility and deciding whether to approve the application, the CO is advised to engage with the Assignment Authority in the following circumstances:

a. The Assignment Authority has stated that the claimant is unlikely to be assigned more than 50 miles from their current duty station within the next least 4 years or,

b. The family home has not moved more than 50 miles within the last two assignments.

8. For the purposes of CEA, the CO is not to grant permission to travel more than 50 miles from the RWA to the duty station unless exceptional authority has already been authorised through casework.

9. When the claimant has fully met all eligibility criteria, and the requirements of paragraphs 6 to 8 above, the CO is to approve the application by entering a positive recommendation and confirming an assessment has been made and then submitting the application.

10. When the claimant has not fully met all eligibility criteria, and the requirements of Paragraphs 6 to 8 above; or where the Assignment Authority has recommended that the claimant is unlikely to be assigned more than 50 miles for at least 4 years, the claimant's CO must decide whether to approve the CEA EC application as follows:

a. Where it is considered that there are sufficient grounds to approve the individual's application without submitting a case to the PACCC, the CO is to explain why they have approved the application.

b. Should the CO consider that they are unable to decide on the matter, they are to select the correct recommendation and submit. The application will process through to PACCC who will advise that casework is to be submitted.

c. Should the CO decide that the eligibility criteria, and requirements at Paragraphs 6 to 8 above have not been fully met, and that the CEA EC application is not to be approved, they should select the correct recommendation and submit the application. For existing CEA claimants, a minimum of one full term's notice is to be given to the claimant in writing, (but for 6th Form Applications see paragraph [14.0122](#)) copied to the PACCC (with the CEA EC application) and Unit HR Admin staffs to substantiate the final claim (see paragraph [14.0123](#) for details on potential recovery action).

11. The PACCC is to confirm that the application has been completed correctly by all the previous authorisers. The PACCC must also confirm that where the claimant has failed to fully meet the eligibility criteria and/or the requirements at paragraphs 6 to 8 above, that exceptional authority has been granted by the PACCC, or the supporting evidence provided by the CO is sufficient to authorise the application. Where this is not the case, or

where the PACCC has any doubt concerning the claimant's eligibility the application should be returned to the claimant through the CO with guidance on what action should be taken. When the PACCC is satisfied that the CEA EC has been completed correctly and that the claimant has fully met the eligibility criteria and requirements of paragraphs 6 to 8 above, it is to approve the application. The claimant will receive notification via workflow that the application has been approved. PACCC will update the CEA EC on the claimant's JPA record.

12. On receipt of the completed CEA EC from the PACCC the claimant must then present it, along with the previous terms receipted bills (for initial claims an unreceipted bill or statement of fees from the school will be satisfactory), to Unit HR Admin staff for authorisation of CEA claims through JPA. The Individual Serial Number and date of the CEA EC are to be entered on every claim submitted (see [Annex G](#) to this Section).

13. The CEA EC is to be retained by the claimant to be produced as and when requested for audit purposes.

14. Unit HR is to retain copies of the CEA EC and termly invoices on file for CEA audit assurance purposes for up to 3 years. When the claimant is reassigned, the copies of the CEA EC and termly invoices must be forwarded to the claimant's new assignment station. In cases where the claimant is assigned to an operational location, the documentation should be retained with the claimant's other Service documentation and forwarded when appropriate to the claimant's next administrative Unit.

15. Under no circumstances is Unit HR to authorise payment of CEA without the necessary documentation.



## CONTINUITY OF EDUCATION ALLOWANCE CASE INFORMATION SHEET

(Separate Information Sheet to be completed for each child)

### SERVICE DETAILS

Number \_\_\_\_\_ Rank \_\_\_\_\_ Name \_\_\_\_\_ Initials \_\_\_\_\_

Svc/Regt/Corps \_\_\_\_\_ Unit \_\_\_\_\_

Date Arrived Current Unit \_\_\_\_\_ Date Current Engagement Due to Finish \_\_\_\_\_

PStat Cat and Effective Date \_\_\_\_\_ Future Availability Date \_\_\_\_\_

Serving Accompanied/VOLSEP/INVOLSEP\*

### CHILD AND SCHOOL DETAILS

Name of Child \_\_\_\_\_ Male/Female\* DOB \_\_\_\_\_

Name of School \_\_\_\_\_

Address of School \_\_\_\_\_

Type: Primary/Preparatory/Secondary/6<sup>th</sup> Form\* Is the school State aided? Yes/No\*

How was the school selected? Advertisement/Advice from Education Advisory Team (UK)  
Recommendation /Previous Use\*

Was the school visited before the child entered? Yes/No\*

Date of entry \_\_\_\_\_ Date of intended or actual\* withdrawal \_\_\_\_\_

Date current term began \_\_\_\_\_ Date term ends \_\_\_\_\_

Address of family residence when child entered boarding school \_\_\_\_\_

\_\_\_\_\_ This was SFA/a Selected Place of  
Residence/a Residence at Work Address\*

Current Residence at Work Address \_\_\_\_\_  
\_\_\_\_\_ Is this SFA/a Selected Place of Residence\*

Current address of family \_\_\_\_\_

\_\_\_\_\_ This is SFA/a Selected Place of  
Residence/a Residence at Work Address \*

Do you have other children at boarding school? Yes/No\*

Name of Child: \_\_\_\_\_

School Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## FINANCIAL HARDSHIP

This section to be completed only if application is for a change of schools on the grounds of financial hardship.

Boarding and tuition fees on entry £\_\_\_\_\_ First term's extras £\_\_\_\_\_

Current Boarding and tuition fees £\_\_\_\_\_ Current extras £\_\_\_\_\_

Daily Rate of Pay on entry £\_\_\_\_\_ Current Daily Rate of Pay £\_\_\_\_\_

Other relevant expenses to be taken into consideration \_\_\_\_\_

\_\_\_\_\_

## SIGNATURE

Date \_\_\_\_\_ Signature \_\_\_\_\_

This completed Information Sheet and current completed CEA Eligibility Certificate must be included in all cases submitted to the DBS PACCC. Casework for a change of school submitted in association with paragraph [14.0111](#) is to be accompanied by any evidence as required by [Annex D](#).

\* Delete as appropriate.

## **REASONS FOR CHANGING SCHOOL WHICH MAY BE ACCEPTABLE IN CERTAIN CIRCUMSTANCES**

1. This policy applies only in circumstances where the claimant wishes to move their child to a different eligible school and continue claiming CEA. The claimant must contact the EAT (UK) for advice relating to the welfare of their child before taking any action and casework must be submitted to the PACCC as soon as possible after the circumstances that may lead to a change of school emerge. However, if the child is in immediate danger or there is a safeguarding concern, the child may be withdrawn immediately with advice sought from the EAT (UK) and casework submitted retrospectively to the PACCC as soon as possible. Each case should be supported by a completed [Annex C](#) to this section, a letter from the Head Teacher and any relevant independent evidence. Where advice and/or assessment is provided by a professional Educational or Clinical Psychologist or private medical consultant, costs will be borne by the claimant.

### **Claimants Not Satisfied with Standards of Tuition or Conditions of Accommodation or Supervision at a Particular School**

2. In cases under this heading it may be difficult to decide whether the circumstances leading to an intended break of educational continuity are genuinely outside the parent's control, because it is the claimant's personal responsibility to satisfy themselves as to the suitability of the school before enrolling a child. It is recognised, however, that not all schools measure up to the claims made in their prospectus and it may be difficult for a Service parent to make an accurate assessment by merely visiting the school to inspect it before deciding to enrol a child. Claimants considering sending a child to a school need to take care to ensure that the school is satisfactory in every way.

3. If evidence can be supplied to show clearly that the claimant could not reasonably have foreseen the grounds for dissatisfaction, then consideration will be given as to whether a change of school for the child is justified. If evidence cannot be obtained, the request will be considered on its merits and the weight of information available.

### **Children Unhappy at a Particular School**

4. Where a child's emotional wellbeing is perceived to be at risk due to their current school placement, a parental request for a change of school, supported by any independent evidence, may be considered. It is important that any assessment of a child is proportionate and related to that child's needs, therefore parents should seek advice from the EAT (UK) on what evidence will be required to best support their casework.

### **Poor Progress**

5. There may be cases when a boarding school is found to be unsuitable for a child, and the child's progress at the school is adversely affected. Where independent evidence can be produced that a change of boarding school is desirable, a transfer of school will be considered. Parents should seek advice from the EAT (UK) on what evidence will be required to best support their casework.

## Closure of School or Boarding House

6. Where documentary evidence is provided to show that the school or boarding facilities at the school are to close, a change of school will be authorised.

## Permanent Exclusion

7. Where independent evidence from the school or other appropriate authority is provided as part of the case, a child at risk of permanent exclusion from school will be regarded as a justifiable reason for a change of school. The new school must provide documentary evidence that they are aware of the circumstances leading to the exclusion. However, there must be no doubt that the permanent exclusion was irrevocable and entirely beyond the control of the claimant. A withdrawal instigated by the claimant, even at the express suggestion of the school authorities and with their consent, will not be acceptable under this heading. Any contract with the school, in form of fees is the responsibility of the claimant.

## Significant Alterations in School Fees

8. If documentary evidence of significant alterations in fees is supplied, it will be possible to regard a change of school as justifiable. Details of the proposed school fees and an indication of the Service person's financial circumstances are to be included with the request.

## Alteration of School's Curriculum or Standards

9. **Alteration of Curriculum.** If documentary evidence from the present school authorities or an independent education consultant is supplied showing that the new curriculum is unsuitable for the child concerned, withdrawal of the child from the school will be considered.

10. **Availability of Curriculum on Entry to Sixth Form.** Where a school does not provide the curriculum required for a child's choice of 'A' Levels (or equivalent qualifications) a change of school may be considered acceptable. Where casework is submitted for a change of school for sixth form the SP should submit PACCC casework in advance of any planned change in 6th form where a change requirement is identified or considered necessary.

11. **Alteration in Standards.** Applications under this heading may be difficult to substantiate, since a school may well be reluctant to admit that a fall in its standards has taken place, and it is not always possible or indeed desirable to seek independent corroboration of this. Where evidence exists of an alteration in standards that now make the school unsuitable for the child in question, the claimant must present it to the EAT (UK) and seek their advice prior to the submission of casework. If it is not possible to obtain such evidence, an application will be decided on its merits, based on the weight of information available.

12. **When a School has received a Department for Education (DfE) Notice that it has failed an Inspection.** The EAT (UK) will contact CEA claimants who have a child at the school, advising them of the DfE notice that the school has failed to meet the National Minimum Standards for Boarding Schools. Once the CEA claimant has received this advice, they have the option to move their child to another school. If the child is moved to a

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new school, a new CEA EC must be completed, however, there is no requirement to submit casework to the PACCC. Any school fees concerns must be discussed directly with the current school.

**Change of School on moving from Preparatory to Secondary School**

13. A child may move school once from junior/prep to senior education. If a preparatory school's educational offer completes at the end of year 8 this move can take place at the end of Year 6, 7 or 8. This move must be made to a school that provides education up to Year 13. (Note that casework is not required for the first admissible change of school. Casework would only be required for a second move).

## COLLEGE APPROVED LODGING SCHEME AND NON-COLLEGE RUN HOSTEL CERTIFICATE

This certificate is to be read, completed and signed by the claimant on the proposed initial placement of a child into college-approved lodging accommodation, including non-college run hostels, and forwarded to the PACCC for retention.

**From:**

Number:..... Rank:..... Name:.....

Service/Regt/Corps:..... Current Unit:.....

Child's Name:..... Child's DOB:.....

1. I have visited and inspected the proposed accommodation for my child, and I am satisfied that it is suitable for their occupation.
2. I will report any changes in the accommodation arrangements and understand that my continuing eligibility to CEA will be reviewed accordingly.

Signature:..... Date:.....

## WEEKLY BOARDER'S/DAY SCHOOL CERTIFICATE

This certificate is to be completed and signed by the claimant on the proposed placement of a child into a school on a weekly boarding or day school basis and forwarded to the PACCC for retention.

Number:..... Rank:..... Name:.....

Service/Regt/Corps:..... Current Unit:.....

Child's Name:..... Child's DOB:.....

School:.....

I certify that I have considered the practical problems which may arise if my child undertakes weekly boarding or day school at the above school and I confirm that appropriate arrangements have been made. If I am subsequently assigned before my child completes a stage of education:

1. It is my intention that my child will continue at the above school to complete a stage of education, irrespective of my assignment.

2. If satisfactory arrangements cannot be made for my child's accommodation at the school at weekends, or overnight I will seek advice from the PACCC but understand that a withdrawal in consequence will not be regarded as acceptable under the regulations.

3. If my child becomes a full-time boarder, I understand that the additional fees payable will not be regarded as an acceptable financial reason for withdrawal.

4. For Weekly Boarders only. I understand that my child must board for a minimum of 4 consecutive days, e.g., Monday-Thursday (including nights) but not including Saturday night (see Annex J, [Para 3](#)).

Signature:..... Date:.....



## METHOD OF CLAIMING CONTINUITY OF EDUCATION ALLOWANCES (CEA)

1. **CEA(Board), CEA (SENA (Specialist Provision (SP)) and (Non-Specialist Independent (NSI)), CEA(Day), CEA(SENA)(Day)) Claims.** All CEA claims are to be made separately for each school term by the Service claimant via the JPA Benefits Self Service system and will be subject to the following conditions (see Paragraph 2 for Service personnel who do not have access to the JPA system):

a. To enter a claim for CEA on JPA, the claimant must have an eligible child, aged 8 years or over and below 19 years at the time of application, recorded on the JPA system (see Annex J, [Para 5](#)).

b. The claimant will be required to confirm that they have read, understood and agreed to the conditions applicable to the allowance claimed as they submit their claim.

c. **Initial Claims and Claims on Change of School.** All initial CEA claims and those submitted following the change of school require the production of the following documents by the claimant to the Unit Allowances Checker before claims will be released for payment:

(1) A completed CEA Eligibility Certificate (CEA EC) (see paragraph [14.0112](#)) valid for the term being claimed. Completion of this certificate is essential to confirm both eligibility and mobility of the claimant.

(2) The current original school bills or other statement of fees from the school. Where additional SENA payments are being claimed, which do not include SENA (SP) within the capped rate, this bill must be itemised.

(3) Evidence of any grants payable.

(4) Where a SENA Certificate is in issue, it must list any items for which additional expenses may be claimed within the maximum rates allowed.

(5) Details of childcare vouchers used in accordance with paragraph [14.0116](#).

(6) If applicable, a Weekly Boarder's/Day School Certificate (see Annex J, [Para 3](#)).

d. **Continuation Claims.** All continuation CEA claims require the production of the following documentation by the claimant to the Unit Allowances Checker before claims will be released for payment:

(1) The receipts for the previous term including details of all discounts applied. Where CEA(SENA) is being claimed, the current original bill which must be itemised.

(2) A completed CEA EC valid for the term being claimed. Completion of the CEA EC is essential to confirm both eligibility and mobility of the claimant.

(3) If applicable, a statement from the school confirming that there has been an increase in fees resulting in an increased claim.

(4) Details of childcare vouchers being used; under these circumstances, receipts for the previous academic term must also be produced.

(5) If applicable, a Weekly Boarder's/Day School Certificate.

e. **Final Claims.** All Final CEA claims will require the production of the receipts for the previous term and a valid CEA EC and details of any childcare vouchers used by the claimant to the Unit Allowances Checker. Receipts for the final claim will be required to be submitted within 61 days of the date of payment of the claim or, if the claimant's service is due to be terminated before this date, prior to the last day of service. Failure to meet this requirement will result in Unit HR Staffs and the PACCC being alerted to the failure to produce the receipts and recovery of the final CEA amount paid may be initiated against the claimant's salary.

f. **Initial or Continuation Claims Submitted Following a Change in PStat Cat.** All CEA claims following a change in PStat Cat of the claimant (except for a change to PStat Cat 3, 4 or 5) are not to be approved by the CO until a casework decision has been received from the PACCC in accordance with Paragraph [14.0113](#).

g. **CEA(SENA).** Where CEA(SENA) or CEA(SENA(Day)) is being claimed, a SENA Certificate issued by the EAT (UK) is also to be provided. Where applicable, this must list any items for which additional expenses may be claimed within the maximum rates allowed.

h. **Parental Contribution.** The parental contribution will be calculated automatically by the JPA system prior to the claim being submitted on-line by the claimant. There is no parental contribution in respect of claims for CEA(SENA(SP)) or CEA(SENA(DAY)) where a child is attending a SP school on a day basis.

i. **CEA(SENA) Educational Psychologist's Report Costs.** Claims for Educational Psychologist's Report Costs are to be submitted by claimants through the JPA Expenses Claim Self Service System and must be supported by EAT (UK) authority.

2. **No Access to JPA System.** Where a claimant does not have access to the JPA it will be necessary for them to complete a paper application form JPA F001. Copies of the application form can be taken from the form library on the Defence Intranet, or they can be requested from the DBS. The completed form is to be submitted through the respective unit HR admin staff to the DBS. Manual claims are to be supported by the appropriate documentation (including all receipts) detailed in Paragraph 1 above.

3. **CEA Claims in respect of Deceased Claimants.** The claims for eligible dependents of deceased claimants should be submitted in line with the procedures at

Paragraph 2 above direct to the DBS who should confirm eligibility with the PACCC prior to arranging payment to the nominated bank account.

4. **Unit HR.** Unit HR is to retain copies of the CEA EC and termly invoices on file, for CEA audit assurance purposes for up to 3 years. When the claimant is reassigned, the copies of the CEA EC and termly invoices should be forwarded to the claimant's new duty station. In cases where the claimant is assigned to an operational location, the documentation should be retained with the claimant's other Service documentation and forwarded when appropriate to the claimant's next administrative Unit.

5. **Rate Calculation Methodology.** Rates of CEA(Board) (Junior and Senior) are set by reference to the results of an annual survey of schools eligible for the purposes of CEA. The schools included in the survey are those attended by 75% of the child CEA population in order of attendance. An average of the schools' published fees for the forthcoming academic year is calculated and then discounted by 25% to reflect a combination of the average discount offered to CEA claimants and the parental contribution. The outcome is the recommended CEA(Board) rates for the forthcoming academic year. The rate calculation methodologies for the variants of CEA are included in Sections 2 to 5 of this Chapter.

## Annex H to Section1 to Chapter 14

### THE MOD'S BOARDING SCHOOL DATABASE (BSD) BSD QUALIFYING CRITERIA

1. The BSD provides a list of independent and state boarding schools used by parents whose children who are not accompanying their parents on assignment and are accessing the CEA.
2. Schools on the BSD are contacted annually by the Education Advisory Team (UK) on behalf of Defence Children Services (DCS) for updated information about their boarding offer. The information on the BSD is from the schools themselves and this information is then fed into the Boarding School Finder: <https://boardingschoolfinder.mod.uk/> (accessible via Chrome). The coding attributed to the school reflects the level of CEA rates that a Service person can claim (Junior, Senior or SP) for their child.
3. Should parents wish a new school to be included on the BSD the following material is reviewed by DCS:
  - a. The school's most recent Independent School's Inspectorate or Ofsted inspection report;
  - b. Financial stability of the school through The Charity Commission website or other appropriate financial documentation where available;
  - c. The school website;
  - d. General internet search of school;
4. The school must also:
  - a. Provide full boarding facilities;
  - b. Be registered with the appropriate UK education department;
  - c. Be subject to Ofsted inspection;
  - d. Be a member of an organisation affiliated to the Independent Schools Council or the Scottish Council for Independent Schools (Independent Schools only).
5. If, following the review by DCS, all the findings are deemed to be appropriate and do not show evidence of a risk to continuity of education at the school in question, then the school will be added to the BSD.

**When a School receives a Department for Education (DfE) Notice that it has failed an Inspection.**

6. On receipt of confirmation from the DfE that a school has had regulatory failings identified in its most recent inspection, The Education Advisory Team (UK) will:

- a. Contact CEA claimants with a child at the school, advising them of the inspection findings and that they have the option to move their child to another boarding school. Parents must complete a CEA Eligibility Certificate but do not have to submit casework to the PACCC. They must also discuss any school fee concerns with the current school.
- b. Write to the school informing it that MOD is aware of the most recent findings and that CEA claimants will have the option to move their child to another school.
- c. Where possible, contact prospective CEA claimants who are considering sending their child to the school, outlining the recent inspection findings. These parents still could enrol their child into the school.
- d. Maintain dialogue with the DfE with regards to a school's Action Plan.

## Responsibilities.

Responsibilities for those involved in CEA are as follows:

1. **Claimant.** The CEA claimant must:
  - a. Ensure that they have read and understood these regulations prior to submitting each claim seeking advice from their Unit HR if necessary.
  - b. Ensure that they have read and understood the Self-Service User Guide (SSUG) on JPA before submitting a CEA EC on JPA.
  - c. Ensure that they and their child satisfy the eligibility criteria (see paragraphs [14.0108/14.0109](#)) throughout the duration of claiming CEA.
  - d. Inform their Unit HR immediately of any changes to their personal circumstances at the time they occur.

The claimant accepts that failure to satisfy these responsibilities may lead to forfeiture of CEA and potential recovery of CEA received for their child's current stage of education (see paragraph [14.0123](#)). The claimant must also accept that deliberate abuse of the regulations may lead to disciplinary action or criminal proceedings.

2. **Education Advisory Team (EAT (UK)).** The EAT (UK):
  - a. Provides educational advice to Service personnel on all aspects of their child's education including - in the specific context of CEA - the suitability of boarding for a child prior to the initial claim but does **NOT** provide advice on overall CEA policy.
  - b. Provides individual serial numbers for use in the CEA EC JPA application forms to Service personnel as required by paragraph [14.0112](#).
  - c. Maintains the MOD's Boarding Schools Database (BSD) containing the details of schools that are eligible for the purposes of CEA ([Annex H](#))
  - d. Issues Certificates of Special Educational Need and Disability (SEND) (SENA Certificate).
  - e. Can be contacted at:

Trenchard Lines  
Upavon  
Pewsey  
Wiltshire SN9 6BE  
E-Mail: [RC-DCS-HQ-EAT \(UK\)@mod.gov.uk](mailto:RC-DCS-HQ-EAT (UK)@mod.gov.uk)

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3. **Assignment Authority.** The Assignment Authority assesses the likelihood that a Service person will be assigned more than 50 miles from their current duty station within the next four years.

4. **Commanding Officers (CO).** The CO (or authorised representative not below the rank of OF2) is responsible for assessing and certifying all CEA EC application forms in accordance with the guidance at [Annex B](#). The CO confirms whether the Service person satisfies all eligibility criteria and recommends approval or otherwise. Special consideration should be made for any SP who have an approved remote working arrangement to ensure the principles of CEA continue to be met. Where the CO commands a Joint Unit (e.g., Joint Services Admin Unit (London)) and may not have personal knowledge of or contact with the SP then the CO may consult with the SPs 1<sup>st</sup> Reporting Officer (1RO).

5. **PACCC.** The PACCC:

- a. Confirms that the CEA EC application form has been completed correctly and that the Service person is eligible and authorised to claim CEA.
- b. Monitor and investigate the CEA eligibility of Service personnel when in question.
- c. Calculates CEA rates in accordance with the agreed methodology (see Annex G, [Para 5](#)).
- d. Can be contacted at:

DBS PACCC  
MP 620  
Kentigern House  
65 Brown Street  
Glasgow  
G2 8EX

E-Mail: [DBS MilPers-MilOps-PACCC-Group \(MULTIUSER\)](mailto:DBS MilPers-MilOps-PACCC-Group (MULTIUSER))

6. **Unit HR.** The Unit HR:

- a. Determines an individual's eligibility to CEA immediately upon their arrival or reassignment at their assignment station, signposting the individual to take any action necessary to establish or maintain their CEA eligibility.
- b. Checks and authorises each claim for CEA ensuring that the claimant has provided the necessary supporting documentation as required by [Annex G](#) of this section.



## CEA Specific Definitions

1. **Academic Year.** These regulations are based on a 3-term academic year of 12 months' duration starting from 1 September. Where an eligible school employs an alternative academic structure (such as that in Scotland) advice is to be sought from the EAT (UK) and advice regarding entitlement to CEA is to be sought from Unit HR staff. When there is doubt over CEA entitlement, Unit HR is to seek advice from the PACCC.
2. **Accompanied Service.** Accompanied service is deemed to exist when a Service person maintains a home in which their spouse/civil partner and any dependent children normally live and from which the Service person travels daily to work at their duty station. Accompanied service for a single parent (Personal Status Category 2) is deemed to exist when the Service parent maintains a home in which their dependent children would normally live and from which they travel daily to work at their duty station. In cases where there is doubt as to whether a Service person is accompanied, for the purpose of the allowance/entitlement, COs should use the guidance at Annex A to JSP 752 Ch 2, Sec 1 in making their judgement.
3. **Boarding Pupils.** Boarding pupils are defined as follows:
  - a. **Full Boarding.** A full boarding pupil is one who lives (including overnight) at the school during term time for 7 days per week, apart from exeats, half terms and holidays. Such children attract CEA(Board), or CEA(SENA) provided they and the claimant satisfy all eligibility criteria.
  - b. **Weekly Boarding.** A weekly boarding pupil is a child who lives at the school for a minimum of 4 consecutive nights per week, e.g., Monday-Thursday nights inclusive. Saturday night cannot be counted as one of the 4 consecutive nights. Certain schools accept boarders on a weekday basis, either in addition to or instead of full boarding. There is no regulatory reason why CEA cannot be claimed in such circumstances however, if, following the assignment of the CEA claimant, satisfactory arrangements cannot be made for the child's accommodation at weekends, the child's withdrawal from the school in circumstances other than those detailed at paragraph [14.0124](#) will be regarded as a Breach of Regulations (see paragraph [14.0123](#)). Before a child may attend a school as a weekly boarder their parent must complete and sign a Weekly Boarder's/Day School Certificate (see [Annex F](#) to this section).
  - c. **Day Boarding.** For Day Boarding see Section 3 of this Chapter.
4. **Duty Station.** A Service person's Duty Station is one to which they have been ordered, in writing (e.g., assignment order, temporary assignment order, course instruction) to report, to carry out their duties.

5. **Eligible Child.** A child is eligible for the purposes of CEA if they:

a. Are between the beginning of the academic year in which they reach the age of 8 until the end of the stage of education during which they reach the age of 18.

(1) Initial claims will not ordinarily be accepted in respect of any child for entry into School Year 10 (or equivalent) or later. Where a Service person who is not currently claiming CEA for a child believes that exceptional circumstances enable them to demonstrate a genuine need for CEA in respect of that child's education, they may submit casework.

(2) In exceptional circumstances, a Service person may claim CEA for a child prior to the academic year during which they reach the age of 8 or after the academic year in which they reach the age of 18, but such cases must be the subject of casework.

(3) On initial placement into the school or on change of school the child must be placed in their correct chronological year group. If, on initial placement, or at any time thereafter, the school advises that the child should be placed into a different year group, the claimant is to make a written application (including the advice of the school) to the EAT (UK) who will make a recommendation to the claimant on the placement of the child out of chronological year group. The claimant must then submit the recommendation of EAT (UK) to the PACCC Assurance team. Should the claimant wish to make a claim for the child beyond the age of 18 then casework must be submitted to the PACCC, including the advice of the school and the EAT (UK) clearly explaining the reason for the child being placed out of the chronological year group, no earlier than the commencement of Year 10.

b. In receipt of full-time education at an establishment within the UK and registered on the MOD's BSD.

c. Ordinarily lives with the CEA claimant at their RWA (when not at school).

6. **Family Home.** A family home for a Service person in Personal Status Category 1 or 2 is defined as the residence (which may be SFA, or privately owned/part owned or rented) in which they would normally reside with their family, except when unable to do so for Service reasons. In cases where a family has more than one home, the family home/civil partnership home for expense and allowance purposes should normally be the one where the spouse/civil partner and, where applicable, the children spend most of their time.

a. **Home/Permanent Residence for Single Personnel.** For single Service personnel the Home/Permanent Residence is the address where the single Service person resides during the normal course of their day-to-day duties (e.g., SLA, Residence at Work Address (RWA) (either owned/part owned/rented/part rented)).

7. **INVOLSEP.** Service personnel, who are separated from their immediate family, normally for Service reasons, can be classified as INVOLSEP and eligible for benefits related to unaccompanied service under numerous circumstances. Full details are at JSP 752, Chapter 2, Annex B.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

8. **Prime Mover.** The Prime Mover is the person responsible for the majority of the parental decisions in the life of a child.

9. **Public Examinations.** For the purposes of CEA, public examinations refer to GCSEs, A Levels or their recognised equivalents. Advice on equivalents may be sought from the EAT (UK).

10. **Residence at Work Address (RWA).** A residence occupied by a Service person from which they commute to and from their place of duty on a daily basis without detriment to the satisfactory performance of their military duties. A RWA is **normally** within 50 miles or 90 minutes travelling time by public transport of the duty station but for the purpose of CEA **must** be within 50 miles of the duty station.

11. **Stages of Education.** For CEA purposes, a child's education is broken down into 3 stages. The age of the child at which each stage commences may vary between schools but, in general, the Junior Stage of Education ceases between the ages of 11 and 13 and Secondary or Senior School education is generally complete by age 16. The 3 stages are:

- a. Stage 1. Preparatory or Junior school.
- b. Stage 2. Secondary or Senior school.
- c. Stage 3. A Level or academic/vocational training equivalent, or sixth form college studies.

These regulations reflect the educational system of England and Wales. Where CEA is claimed in respect of a child attending an eligible school that employs an alternative educational system, advice should be sought from the EAT (UK).

12. **Treatment of a Stage of Education for Eligibility Purposes.** Each stage of education will be treated as a separate part of the educational process for CEA eligibility. Many schools will provide continuous education for more than one stage and where a child is at Secondary or Senior school that provides 'A' Level (or equivalent) education then that child will be expected to continue their 'A' Level (or equivalent) studies at that school. Where, however, the school does not provide the required programme of study, a change of school may be considered acceptable in accordance with the provisions outlined at [Annex D](#). The age at which a child completes the preparatory stage of education will vary between schools, and hence paragraph 13 of [Annex D](#) may apply. Only one change of school on moving from Preparatory/Junior to Secondary/Senior school is admissible.

## Chapter 14 Section 2 – Continuity of Education Allowance (Special Educational Needs Addition)

### General

**14.0201. Aim.** The aim of Continuity of Education Allowance (Special Educational Needs Addition) (CEA(SENA)) is to contribute towards the additional costs associated with a specific support plan for an individual service child who has a level of Special Educational Needs and Disability (SEND) which cannot reasonably be met within the expected resources of a school

**14.0202. Principles.** CEA(SENA) regulations are based upon the general principles of CEA(Board) at **Section 1** of this Chapter which retain primacy in matters of eligibility or dispute.

### Definitions

#### **14.0203. Special Education Needs and Disability (SEND).**

- a. A child or young person has SEND if they have a learning difficulty or disability which calls for special education provision to be made.
- b. A child of compulsory school age or a young person has a learning difficulty or disability if they have a significant greater difficulty in learning than most others of the same age; or who have a disability which prevents or hinders them from making use of facilities of a kind generally provided for other children of the same age in mainstream schools or mainstream post-16 institution.

#### **14.0204. Categorisation of Schools**

- a. **Specialist Schools.** For the purpose of these regulations, a Specialist School is one which is either approved by the Department for Education (DfE) in England (or similar with devolved administrations) as catering for children with SEND, or is registered with the Council for the Registration of Schools Teaching Dyslexic Pupils (CReSTeD) and categorised as Specialist “Specialist Provision” (SP). The MOD Defence Children Services (DCS) may also categorise some schools as SP when a school is named in a child’s Education, Health and Care plan (EHC) by a local authority. In these circumstances the categorisation provides exceptional authority for the purposes of CEA(SENA) to be granted by the PACCC on the advice of DCS. Independent schools and independent specialist providers in England which are registered with the DfE under section 41, Children and Families Act 2014, must have regard to the SEND Code of Practice.
- b. **Non-Specialist Independent (NSI) Schools.** For the purpose of these regulations, a NSI School is one which appears on the MOD’s Accredited Schools Database (ASD) and which is exceptionally authorised for CEA(SENA) purposes on the advice of the Education Advisory Team EAT(UK), part of DCS. CEA(SENA/NSI) reimburses certain actual pre-authorised costs (**Paragraph 14.0210**).

**14.0205. EHC Plan (replacing a Statement of SEN).** An EHC plan is defined within the Children's and Families Act 2014 (replacing Statement of SEND as defined by the Education Act 1996). In Scotland, there is a co-ordinated Support plan. The MOD recognises statutory SEND assessments as generated in line with statute from any devolved administration.

## Eligibility

**14.0206. Eligible Child.** A child is eligible for CEA(SENA) if they satisfy all the following;

- a. The general eligibility criteria for payment of CEA(Board) at **Paragraph 14.0114.**
- b. Have SEND as defined in Paragraph **14.0203** and
- c. Where the information provided through application, evidences that the level of SEND is beyond what is reasonable to be expected to be supported by a school. Examples of evidence include a statutory assessment (e.g. EHC plan) as well as other evidence of need and intervention as outlined through use of the application form which is submitted to EAT(UK). Decisions on suitability will be taken at EAT(UK) by MOD professionals involved in SEN support (i.e. Soulbury professionals who support education, e.g. Educational Psychologists). Agreement to either form of CEA(SENA) as outlined in Paragraph **14.0208** will be confirmed by EAT(UK) issuing a SENA Certificate which details the specific allowance and an identified end date.

**14.0207. Eligible CEA(SENA) Schools.** A list of schools eligible for CEA(SENA/SP) and CEA (SENA/NSI) is held by DCS. Inclusive education means that a range of pupil's SEND can and should be routinely met in a wide range of schools. Advice and information on those schools is available through the EAT(UK). The Equality Act 2010 is applicable to the independent sector and includes school level duties requiring reasonable adjustments to be made for individual children who have special/additional needs.

**14.0208. CEA(SENA).** CEA(SENA) is paid to support the additional costs associated with a specific support plan for an individual service child. Eligibility for CEA(Board) is pre-requisite to eligibility to all the CEA(SENA) categories listed below. There are three separate strands of CEA(SENA) depending on the nature of the school that a child attends (i.e. Specialist or Non-specialist), or is proposed to attend. The three strands are:

- a. **CEA(SENA/SP).** CEA(SENA/SP) is payable when the child attends, or is proposed to attend, a SP school/provider. For the purposes of these regulations a SP school/provider is one listed on the DCS Accredited Schools Database (ASD) and/or approved by the DfE within the terms of Section 41 of the Children and Families Act 2014 or similarly accredited by the devolved governments within the UK.
- b. **CEA (SENA/Day).** CEA(SENA/Day) is payable when the child attends, or is proposed to attend, as a day pupil in circumstances outlined in **Chapter 14 Section 4** of these regulations.
- c. **CEA (SENA/NSI).** CEA(SENA/NSI) is payable when the child attends, or is proposed to attend, a NSI school which is listed on the ASD. A claimant must apply



to EAT(UK) for authority to claim CEA(SENA/NSI) which is at a rate that reimburses pre-authorised actual costs of an agreed SEND support plan up to the maximum CEA(SENA/SP) rate as outlined in **Paragraph 14.0210 b.**

CEA(SENA) is paid within a maximum rate and is awarded on a time limited basis, linked to evidenced SEN and supported by clear 'child specific' plans, which are in turn then reviewed against progress and outcomes for that child.

## Conditions

**14.0209. Parental Contribution.** The minimum parental contribution, payable by a claimant as a condition of CEA(Board), remains payable by claimants of CEA(SENA/NSI). The parental contribution will be applied to the boarding and tuition fees payable by the claimant, less the actual cost of the additional support plan as identified on a child's SENA certificate as issued by the EAT(UK). No parental contribution is required from claimants in receipt of CEA(SENA/SP).

**14.0210. Reimbursements.** Reimbursements will be made in accordance with the following:

- a. **CEA(SENA/SP).** CEA(SENA/SP) is payable up to the rates published at **Chapter 3 Section 1.**
- b. **CEA(SENA/NSI).** CEA(SENA/NSI) is payable against identified, itemised fees charged by an eligible school in respect to the provision which is identified to support the evidenced needs of a child within the context of a pre-authorised and specific SEND support plan. N.B. The specific SEND support plan must have prior written authorisation for such, provided by EAT(UK) through a SENA eligibility certificate for any costs to be reimbursed otherwise the costs of any additional support remains the responsibility of the school/parents and reimbursements will not be made. Reimbursement of costs will be made to parents where an SENA Certificate has been issued against SENA related items, clearly identified on the school invoice in line with the support plan. When the actual itemised costs are added to the CEA(Board) rate the total amount reimbursed will not exceed the maximum of the appropriate published rate for the CEA(SENA/SP) cap.
- c. **Assessment Reports.** Where a specific report has been requested by EAT(UK), e.g. an Educational Psychologist report or other specialised assessment, then the costs of such may be reimbursed to the claimant. N.B. The cost of any report that has been independently obtained without the written request to do so by EAT(UK) will not be reimbursed, including reports obtained solely for examination concessions.

**14.0211. Pupil Performance and Progress.** In line with expected good practice a review of support and progress is expected to be undertaken by the school, for any child in receipt of any of the CEA(SENA) allowances, at least on an annual basis. Child specific reviews will evidence objectives, support provided, progress etc, in line with the identified needs of the child. The level of a child's progress, is not a prerequisite to the continuation of CEA(SENA) given that each child is an individual and will progress/respond in different ways. However, the clear identification of the provision that a school has made for the child is essential. If the criteria are met and continuing provision is assessed to be appropriate, EAT(UK) will issue the claimant with a SENA Certificate authorising

continuation of CEA(SENA) for a defined period.

- a. The claimant for any child attending a SP school, either as a boarder or day pupil, is required to submit an annual review report to the EAT(UK), which all such schools generate as good practice and as required in line with EHC plans, 'Crested' accreditation criteria etc.
- b. The claimant for any child attending a NSI school should provide detailed review information as required as part of the reapplication process. Where a claimant wishes to reapply for continued CEA(SENA) they should do so 6 months prior to the cessation date as entered on the SENA Certificate (**Paragraph 14.0212b**).

**14.0212. Cessation of CEA (SENA).** A child's SEND can be transitory, i.e. SEND is not an automatically fixed 'condition'. Children may be assessed as no longer having SEND.

- a. **Cessation of CEA (SENA/SP).** When a child attending a specialist school (SP) and for whom CEA(SENA/SP) is payable, is assessed as no longer having SEN or requiring specialist provision the parent may choose to keep the child at that school and claim CEA(SENA/SP) or CEA(SENA(Day)) for 2 academic years or until the end of the current key stage of education, whichever is the earliest. The parent may choose to keep their child at that school beyond either of those dates if they have obtained written permission to do so from EAT(UK) and agree to retain their child in that specialist school while continuing to only claim CEA(Board) to an agreed date; or

- (1) The parent may withdraw their child from the SP school and place them in a non-specialist school (NSI) and claim CEA(Board); subject to casework to PACCC through the chain of command.
- (2) It is essential that parents gain prior approval for any arrangement before acting to ensure that they continue to meet the CEA(Board) eligibility requirements etc.

- b. **Cessation of CEA (SENA/NSI).** CEA (SENA/NSI) will ordinarily be payable to a claimant for an initial period of 2 academic years. At the end of the second academic year the eligibility for CEA(SENA/NSI) will normally cease with effect from the date entered onto the original SENA Certificate. Claimants can reapply for continued eligibility beyond the cessation date and must apply together with supporting documentation, i.e., school review reports etc. Where a claimant wishes to reapply for continued SENA they should do so 6 months prior to the cessation date as entered on the SENA Certificate, which will allow for at least 18 months of school generated evidence to be summarised by the school and submitted as part of the reapplication. Any continued eligibility for CEA(SENA) is confirmed by EAT(UK) through a reissued SENA Certificate.

**14.0213. Young People over the Age of 18.** Young people over the age of 18 who have continuing severe mental and physical disabilities as identified through an EHC plan, Statement of SEN, Co-ordinated plan or similar may require continued specialist full time education beyond the relevant school leaving age. It is expected that such a young person would already be known to the 'DCS targeted services' team who would have attended annual reviews and would have contributed to the 'post 18 transition plan'. DCS can also support service parents in their engagement with local authority and health

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services regarding the needs of young adults. Such young people may be eligible for a continuation of CEA(SENA/SP) through the submission of casework.

## **Rates**

**14.0214. Rate Calculation Methodology.** CEA (SENA/SP) and CEA (SENA/Day) is calculated annually by reference to the percentage adjustment applied to the Senior CEA(Board) rate in accordance with the method outlined at **Paragraph 14.0129**.

## **Method of Claim**

**14.0215. Method of Claim.** The method of claim for CEA (SENA) is detailed at **Annex G of Section 1** of this Chapter.

## **Method of Payment**

**14.0216. Method of Payment.** CEA(SENA) claims are paid via the claimant's salary.



# Chapter 14 Section 3 – Continuity of Education Allowance (Day)

## General

**14.0301. Aim.** The aim of Continuity of Education Allowance (Day) (CEA(Day)) is to assist a Service parent who is claiming CEA(Board) with the costs of a day school education for their child when they have an opportunity and eligibility to alter the education of the eligible child from boarding to become a day pupil, at the same school, and then to live at home when family circumstances permit.

**14.0302. Principles.** CEA(Day) regulations are based upon the general principles of CEA(Board) at **Section 1** of this Chapter which retains primacy in matters of eligibility or dispute.

## Eligibility

**14.0303. Eligible Child.** Before any claim for CEA(Day) can be made, for any child CEA(Board) must normally have been claimed in respect of that child for at least 3 consecutive academic terms at the same school as that for which CEA(Day) is sought, unless a specific exemption has been granted by the PACCC.

**14.0304. Eligible Educational Establishment.** The school or college must have a published day school prospectus showing that a child will not be disadvantaged on changing from boarder to day pupil. Advice should be taken from the EAT(UK) in cases where there is any doubt about the academic implications of a change from boarding.

**14.0305. Cessation of Eligibility.** A claimant will cease to be entitled to CEA(Day) when either one of the following applies:

- a. The child ceases to attend the school or college as a day pupil.
- b. The claimant ceases to meet the eligibility criteria for CEA(Board).

## Conditions

**14.0306. Effect on Other Allowances.** CEA(Day) is not admissible concurrently with any other CEA in respect of the same child.

**14.0307. Applications for a Change to CEA(Guardians).** A claimant who changes from claiming CEA(Day) to claiming CEA(Guardians) (see **Section 5** of this Chapter) for a child during a stage of education will have no further eligibility to any other CEA for that child for the remainder of that stage of education.

**14.0308. Changing Between CEA(Board) and CEA(Day).** If a Service parent in receipt of CEA(Board) wants to change to CEA(Day), or is in receipt of CEA(Day) and there is a requirement for their child to resume boarding, this should normally be effected at the start of a school term. Where a school is unable to accept a child as a boarder or the parents choose not to move the child back to boarding, following a period on CEA(Day) arrangements, a withdrawal from that school will not normally be acceptable

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and further eligibility to CEA(Board) may be forfeited for the remainder of the child's current stage of education. Under such circumstances, casework is to be submitted.

## **Rates**

**14.0309. Rate Calculation Methodology.** CEA(Day) rates are set annually by reference to the percentage adjustment applied to the Senior CEA(Board) rate in accordance with the method outlined at [Paragraph 14.0129](#).

## **Method of Claim**

**14.0310. Method of Claim.** The method of claim for CEA(Day) is detailed at **Annex G to Section 1** of this Chapter.

## **Method of Payment**

**14.0311. Method of Payment.** CEA(Day) claims are paid via the claimant's salary.

# Chapter 14 Section 4 – Continuity of Education Allowance (Special Educational Needs Addition (Day))

## General

**14.0401. Aim.** The aim of Continuity of Education Allowance (Special Educational Needs Addition (Day)) (CEA(SENA)(Day)) is to assist a Service parent who is already claiming CEA(SENA), with the costs of a day school placement with approved SEND support for their child when they have an opportunity and eligibility to alter the education of the eligible child from boarding to a day placement at the same school, so as for the child to then live at home when family circumstances permit.

**14.0402. Principles.** CEA(SENA/Day) regulations are based upon the general principles of CEA(Board) at **Section 1** of this Chapter which retains primacy in matters of eligibility or dispute.

## Eligibility

**14.0403. Eligible Child.** Before an initial claim for CEA(SENA/Day) can be made, for any child, CEA(Board) or CEA(SENA) must normally have been claimed in respect of that child for at least 3 consecutive academic terms at the same school as that for which CEA(SENA/Day) is sought, unless a specific exemption has been granted by the PACCC.

**14.0404. Eligible Educational Establishment.** A list of establishments eligible for the purposes of CEA(SENA/Day) is held by EAT(UK) which is a section within DCS and is known as the Accredited Schools Database. The school must have a published day school prospectus detailing SEND/learning support provision and therefore evidencing that a child will not be disadvantaged by the change to being a day pupil status. Advice should be taken from the EAT(UK) in cases where there is any doubt about the academic implications of a change from boarding status.

**14.0405. Cessation of Eligibility.** A claimant will cease to be entitled to CEA(SENA/Day) when either one of the following applies:

- a. The child ceases to attend the school or college as a day pupil.
- b. The claimant ceases to meet the eligibility criteria for CEA(Board).

## Conditions

**14.0406. Effect on Other Allowances.** CEA(SENA/Day) is not normally admissible concurrently with any other CEA in respect of the same child. Exceptionally, concurrent payment of CEA(SENA/Day) and CEA(Guardians) (see **Section 5** of this Chapter) may be authorised by the PACCC where a child remains in the same school, but is placed with a Guardian, when the claimant and the remainder of the dependant family are assigned away from the area.

**14.0407. Reimbursements.** CEA(SENA/Day) reimbursements are made as follows:

- a. **Specialist Provision (SP) School.** Those on day terms within a SP school

will receive payments for specialist tuition within the maximum of the CEA(SENA/Day) published rates at Chapter 3 Section 1.

b. **Non-Specialist Independent (NSI) Schools.** CEA(SENA/Day) reimbursements are payable against identified, itemised fees charged by an eligible school in respect to the provision which is identified to support the evidenced needs of a child within the context of a pre-authorised and specific SEND support plan. N.B. The specific SEND support plan must have prior written authorisation for such, provided by EAT(UK) through a SENA Certificate, for any costs to be reimbursed otherwise the costs of any additional support remains the responsibility of the school/parents and reimbursements will not be made. Reimbursements of costs will be made to parents where a SENA Certificate has been issued against SENA related items, clearly identified on the school invoice in line with the support plan. The total amount reimbursed will not exceed the maximum of the published rate for CEA(SENA/Day).

c. **Assessment Reports.** Where a specific report has been requested by EAT(UK), e.g. an educational psychology report or other specialised assessment, then the costs of such may be reimbursed to the claimant. N.B. The cost of any report that has been independently obtained without the written request to do so by EAT(UK) will not be reimbursed, including reports obtained solely for examination concessions.

**14.0408. Parental Contribution.** The parental contribution, payable by a claimant as a condition of CEA(SENA) remains payable by claimants of CEA(SENA/Day) whose child is attending a NSI school on a day basis (but see **Paragraph 14.0117**). The parental contribution will be applied to the tuition fees payable by the claimant, less the actual cost of the additional tuition in respect of the subjects identified on a child's SENA Certificate. No parental contribution is required from claimants in receipt of CEA(SENA/Day) for a child attending a SP school on a day basis.

**14.0409. Pupil Performance and Progress.** In line with **Paragraph 14.0211**. CEA(SENA/Day) relies on good SEND practice in schools to review support and progress for any child in receipt of any of the CEA (SENA) allowances, at least on an annual basis. School led child specific reviews should evidence objectives, support provided, progress etc, in line with the identified needs of the individual child. The levels of a child's progress, in themselves, are not prerequisites to the continuation of CEA(SENA/Day) as all children are individual and progress/respond in different ways. However, the clear identification of the provision that a school has made for the child is essential to the continuation of CEA(SENA/Day). If the criteria are met and continuing provision is assessed as continuing to be appropriate, EAT(UK) will issue the claimant with a SENA Certificate authorising continuation of CEA (SENA/Day) for a defined period.

a. The claimant for any child attending a SP school is required to submit the school's annual review report for the pupil to EAT(UK)/Tgt Svcs. All such schools co-ordinate annual reviews as routine good practice and as required in line with EHC plans, 'Crested' accreditation criteria etc.

b. The claimant for any child attending a NSI school should provide detailed review information as required as part of any reapplication process. Where a claimant wishes to reapply for continued CEA (SENA/Day) they should do so 6 months prior to the cessation date as entered on the SENA Certificate. (see Paragraph **14.0212b**).

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**14.0410. Changes to Education Provision.** A claimant who is exceptionally authorised to claim CEA(SENA/Day) in addition to CEA(Guardians) for a child during a stage of education will have no further eligibility to any other CEA for that child for the remainder of that stage of education. A claimant in receipt of CEA(SENA) who wishes to change to CEA(SENA/Day), or in receipt of CEA(SENA/Day) and wishes the child to resume boarding, should normally make the change at the start of a school term, however, casework is to be submitted to the PACCC.

**14.0411. Young People over the Age of 18.** Young people over the age of 18 who have continuing severe mental and physical disabilities as identified through an EHC plan, Statement of SEN, Co-ordinated plan or similar may require continued specialist full time education beyond the relevant school leaving age. It is expected that such a young person would already be known to the 'DCS targeted services' team who would have attended annual reviews and would have contributed to the 'post 18 transition plan'. DCS can also support service parents in their engagement with local authority and health services regarding the needs of young adults. Such young people may be eligible for a continuation of CEA(SENA/Day) on a case by case basis and ordinarily will continue until the pupil reaches the age of 19.

## **Rates**

**14.0412. Rate Calculation Methodology.** CEA(SENA/Day) is set annually by reference to the percentage adjustment applied to the Senior CEA(Board) rate in accordance with the method outlined at **Paragraph 14.0129**.

## **Method of Claim**

**14.0413. Method of Claim.** The method of claim for CEA(SENA/Day) is detailed at **Annex G to Section 1** of this Chapter.

## **Method of Payment**

**14.0414. Method of Payment.** CEA(SENA/Day) claims are paid via the claimant's salary.

# Chapter 14 Section 5 – Continuity of Education Allowance (Guardians)

## General

**14.0501. Aim.** The aim of Continuity of Education Allowance (Guardians) (CEA(Guardians)) is to financially assist Service parents who elect to place their child in the care of a guardian so that the child may continue to attend a particular day school. The allowance is intended to contribute to the additional costs of a child maintaining contact with its family when it is living away from the family home. The allowance is not intended to cover any costs for accommodation, education or welfare.

**14.0502. Principles.** CEA(Guardians) regulations are based upon the general principles of CEA(Board) at **Section 1** of this Chapter which retains primacy in matters of eligibility or dispute.

## Definitions

**14.0503. Guardian.** An eligible guardian is any person in whose care a child is placed to enable them to remain at a particular day school that the child could not attend if resident with their claimant parent. In this context, guardianship is deemed to exist if the claimant arranges private accommodation for the child, e.g., with a relative, friend, in rented accommodation, or in a YMCA or similar privately-run hostel. The safety and security of each child is the responsibility of the parents in such an arrangement.

**14.0504. Child.** An eligible child is defined as one who meets the criteria at **Paragraph 14.0114**, who is attending a day school and is placed in the care of a guardian for a continuous period of more than 3 months. For the purposes of CEA(Guardians), the requirement for the school to be included within the ASD is waived.

## Eligibility

**14.0505. Eligibility.** A claimant may claim CEA(Guardians) from the first day of school when a child is in the care of the eligible guardian for a continuous period of more than 3 months (but see **Paragraph 14.0509**).

**14.0506. Cessation in Eligibility.** CEA(Guardians) ceases on the date which the child ceases to be in the care of a guardian for the purposes of attending school or when a child ceases to attend full time education, whichever is the soonest. Claimants who have children with severe mental and physical disabilities who require CEA(Guardians) to enable continued specialist full time education beyond the end of the academic year in which the child becomes 18 years of age, are to submit casework. Casework is to be supported by medical and educational evidence of continuing need and details of the anticipated period of extension. Eligibility is not affected if a child joins the claimant for school holidays.

## Conditions

**14.0507. Parental Contribution.** No parental contribution will be recovered from the Service parent in receipt of CEA(Guardians).



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**14.0508. Effect on other Allowances.** Exceptionally CEA(Guardians) may be paid concurrently with CEA(SENA(Day)) for the same child (see [Paragraph 14.0406](#)).

**14.0509. Review.** Payment of CEA(Guardians) will cease automatically at the end of each academic year, unless eligibility ceases prior to that date, and will be subject to an annual eligibility review by the CO before it can be re-started.

**14.0510. Detention, Imprisonment and Desertion.** CEA(Guardians) is to continue in issue during periods of detention or imprisonment of a claimant where they remain admissible in all other respects. If the Service person is to be discharged on completion of a period of detention or imprisonment, the eligibility to CEA(Guardians) is to cease from the end of the term following the term in which the detention or imprisonment started, thus covering any requirement to give a term's notice to the school. It is to cease during periods of desertion on a date to be notified by the PACCC following the submission and consideration of an appropriate case.

**14.0511. Death, Redundancy or Invaliding.** CEA(Guardians) may continue to be paid while the child remains in the care of the guardian and attends the same school for a period not exceeding 13 weeks from the date of death, invaliding or redundancy (including Directed Early Retirement) of the claimant.

**14.0512. Servicewomen on Maternity Leave.** In recognition of the continuity of education principle, Servicewomen in receipt of CEA(Guardians) who take maternity leave will continue to be eligible for receipt of this allowance in accordance with the rules at [Paragraph 14.0126](#).

**14.0513. Career intermissions.** Claimants in receipt of CEA(Guardians) who opt to take a career intermission will become ineligible to receive CEA(Guardians) in accordance with the rules at [Paragraph 14.0127](#).

**14.0514. Cessation of Payment as a Consequence of Absence.** On any occasion where the individual claimant of CEA(Guardians) is deemed to be absent, the continued eligibility to CEA(Guardians) is to be reviewed in line with the CEA(Board) row on the Absence matrix at [Chapter 2 Section 3](#) of this JSP. In cases of doubt, advice is to be sought from the PACCC.

## Rates

**14.0515. Rate Review.** With effect from Academic Year 2018/19, CEA(Guardians) will be reviewed biennially.

## Method of Claim

**14.0516. Method of Claim.** CEA(Guardians) claims are to be made monthly in arrears (from the date of commencement of the allowance) by the Service claimant on the tri-Service manual application form, JS Form JPA F002. Copies of the application form can be taken from the DBS InfoCentre Documentation forms library on the Defence Intranet. The completed form is to be submitted by the claimant to their unit HR admin staff for approval and input of the relevant element entry to the JPA system to effect payment via the claimant's salary



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## **Method of Payment**

**14.0517. Method of Payment.** CEA(Guardians) is paid monthly in arrears via salary at the appropriate rate.

# Chapter 14 Section 6 – Day School Allowance (North Wales) Amended/Updated

## General

**14.0601. Aim.** The aim of Day School Allowance (North Wales) (DSA(NW)) is to assist any accompanied Service parent on assignment in North Wales with the costs of independent day schooling where tuition is given exclusively in English. Payment of the allowance is limited to those areas where teaching in the State sector is on a bilingual or non-English basis.

**14.0602. Income Tax and National Insurance Contributions (NICs).** DSA(NW) attracts a liability for both Income Tax and NICs. The Income Tax and NICs will be met by MOD and paid by the DBS under PSA.

**14.0603. Advice to Parents.** In common with all other educational issues, parents considering placing their child in a school eligible for the payment of DSA(NW) must seek advice from the Education Advisory Team EAT(UK) before entering into any firm contractual arrangement with the school. On completion of the advice process and subject to the Service parent meeting all eligibility criteria, personnel are to submit an Application for DSA(NW) to EAT(UK) together with a copy of the school place offer letter. EAT(UK) will provide the Service person with a certificate for each child, which is to be produced to the unit HR admin staff prior to the authorisation of an initial claim for DSA(NW). A specimen DSA(NW) Certificate application form is at **Annex A**.

## Eligibility

**14.0604. Eligible Service Personnel. Amended/Updated.** Regular Service personnel are eligible for DSA(NW) providing they:

- a. Are serving in an established post at one of the following establishments:
  - (1) RAF Valley, Isle of Anglesey.
  - (2) Joint Services Mountain Training Centre (JSMTC), Isle of Anglesey.
  - (3) Joint Services Mountain Training Wing (Llanrwst). (JSMTW(L)).
  - (4) **Wales UOTC, Bangor Detachment, Caernarfon.**
- b. Are resident within the counties of Conwy, Denbighshire, Gwynedd, the Isle of Anglesey or Flintshire.
- c. Are in possession of a valid DSA(NW) Certificate completed by EAT(UK).

**14.0605 FTRS(FC) Eligibility.** In some circumstances, Reserve Personnel undertaking FTRS(FC) who are serving on the assigned strength of any of the above units may also be entitled to DSA(NW):

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- a. Those recruited to FTRS(FC) roles from outside the DSA(NW) area.
- b. Those FTRS(FC) pers who were immediately prior to taking on that role in receipt of DSA(NW) as a Regular, are entitled to continue their eligibility as they are deemed to not be established locally as per Regular Service life.
- c. Those recruited to FTRS(FC) roles who were not immediately prior to taking on that role in receipt of DSA(NW) and were recruited locally or were residing locally at the time of recruitment, will not be entitled to DSA(NW).

**14.0606. Eligible Child.** A child is eligible for the purposes of DSA(NW) if they:

- a. Are between the beginning of the academic year in which they reach the age of 5 until the end of the stage of education during which they reach the age of 18.
- b. Are in receipt of full time education at an establishment eligible for the purposes of DSA(NW) as defined at **Paragraph 14.0606**.
- c. Ordinarily live with the DSA(NW) claimant at their RWA (when not at school).

**14.0607. Eligible Schools.** DSA(NW) may be paid in respect of any independent day school within the counties of Conwy, Denbighshire, Gwynedd, the Isle of Anglesey and Flintshire, provided they are members of an organisation affiliated to the Independent Schools Council. A list of schools admissible for the payment of DSA(NW) is at **Annex B**.

## Entitlement

**14.0608. Entitlement.** DSA(NW) is payable each term in advance, subject to the following provisions:

- a. The actual tuition fees will be refunded up to the maximum rate of DSA(NW) (but see **Paragraph 14.0612**). Admissible school fees are defined as normal tuition fees, including registration and enrolment fees, and any other compulsory components such as insurance or school medical charges. Fees will only be reimbursed in respect of those National Curriculum subjects that would normally be provided free within the Local Authority (LA) maintained sector. Any grants or bursaries or discounts are to be deducted from the school fees prior to reimbursement.
- b. The following items are normally admissible for refund:
  - (1) **Field Study Trips/Residential Educational Courses.** The cost of field study and residential educational courses (but not the board and lodging element) will be refunded if attendance is compulsory as part of a syllabus for a prescribed public examination within the scope of the National Curriculum.
  - (2) **Daily Transport.** Official duty transport should be provided wherever possible. When no Service provision is made, the refund will be confined to the cheapest method of travel but, if the school provides daily transport, the actual cost is to be reimbursed. Where a Service parent chooses to send their child(ren) to an admissible school other than the one nearest to their RWA, the reimbursement of transport costs will be limited to the distance

from their RWA to the nearest admissible school. If however, the Service parent can demonstrate that no suitable place existed for their child(ren) at the nearest admissible school then the reimbursement of transport costs to the school chosen may be allowed. The paying authority is to ensure that parents exercise economy in arranging school transport, particularly when the use of a private motor vehicle is authorised<sup>1</sup>.

c. The following items are not admissible for refund:

- (1) Books and stationery, unless the costs form part of the standard school fees.
- (2) All items of clothing and sportswear.
- (3) Advance payments to secure entry to school.
- (4) The cost of meals, except where attendance at lunch is mandatory and included within the standard school fees.
- (5) Minor charges, for example, the School Fund that parents would normally expect to pay in the maintained sector.
- (6) Charges for extra-curricular activities (e.g., societies, clubs, school camps) which do not form part of the National Curriculum.

**14.0609. Entitlement for a Child Assessed as having Special Educational Needs and Disability (SEND).** Where a child, attending a school eligible for the purposes of DSA(NW) is assessed as having SEND in accordance with the requirements of **Paragraph 14.0206**, then any additional costs associated with those SEND may be reimbursed subject to the provisions of **Paragraph 14.0407**. A child for whom costs associated with SEND are claimed in addition to DSA(NW), is subject to the same requirement for performance monitoring as detailed at **Paragraph 14.0211**

## Conditions

**14.0610. Maintenance and Continuity.** DSA(NW) forms part of the package of education allowances provided to minimise the disruption to a child's education resulting from the exigencies of Service life. DSA(NW) and any costs associated with SEND (See **Paragraph 14.0608**) may only be claimed from the beginning of the term during which the parent is assigned to a qualifying unit and up to the end of the term during which the parent is assigned outside the North Wales area. If assignment dates coincide with school holidays, payment may be authorised from the start of the term following arrival in the new unit until the end of the term in which the assignment is completed.

**14.0611. Parental Contribution.** No parental contribution will be recovered from the Service parent in receipt of DSA(NW).

**14.0612. Effect on CEA (Board) Eligibility.** DSA(NW) is aimed at those Service parents who would, were it not for the bilingual teaching medium policy adopted in North Wales, opt to place their child in the LEA maintained sector. DSA(NW) is not to be used to infringe the principle of continuity of education underpinning CEA(Board); therefore, a child

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<sup>1</sup> Where MMA is authorised, return journeys to/from the school can be claimed. When in receipt of HDT, MMA cannot be claimed for the same mileage/journey.

may not be withdrawn from a school for which CEA(Board) is claimed simply because the Service parent is assigned to North Wales. A child for whom CEA(Board) is claimed cannot therefore become eligible for DSA(NW) until completion of a stage of education. However, a DSA(NW) claimant will be able to send a child for whom DSA(NW) is currently being paid and who meets the CEA(Board) eligibility criteria, to a CEA eligible school at the start of any new term.

**14.0613. Excessively High Charges.** In some eligible schools, day school fees may be set at such a level that the Service parent considers that their contribution over the maximum DSA(NW) rate is excessive. In such cases, the Service parent may submit casework in accordance with paragraph **04.0402** for additional reimbursement of fees to the PACCC for consideration. The Reimbursement of fees in excess of the maximum DSA(NW) rate will be limited to the fees charged by the admissible school nearest to the Service parents Residence at Work Address (RWA) unless the Service parent can demonstrate that there was no place for their child at the admissible school nearest to their RWA.

**14.0614. Detention and Desertion.** DSA(NW) is to continue in issue during periods of detention of a Service parent where they remain admissible in all other respects. If the Service person is to be discharged on completion of a period of detention, the entitlement to DSA(NW) is to cease from the end of the term following the term in which the detention started, thus covering any requirement to give a term's notice to the school. It is to cease during periods of desertion on a date to be notified by DBS MIL PERS-MIL OPS PACCC following the submission and consideration of an appropriate case.

**14.0615. Death, Invaliding or Redundancy.** If the Service parent dies, is invalided from the Service or is made redundant, DSA(NW) may continue to be paid up until the end of the term following the death, invaliding or redundancy provided the child continues to attend the same school.

**14.0616. Servicewomen on Maternity Leave.** In recognition of the continuity of education principle, Servicewomen in receipt of DSA(NW) who take maternity leave will continue to be eligible for receipt of this allowance in accordance with the rules at **Paragraph 14.0126**, but for CEA read DSA(NW).

**14.0617. Career intermissions.** Service parents in receipt of DSA(NW) who opt to take a career intermission will become ineligible to receive DSA(NW) in accordance with the rules at **Paragraph 14.0127**, but for CEA read DSA(NW).

**14.0618. Cessation of Payment as a Consequence of Absence.** On any occasion where the individual claimant of DSA(NW) is deemed to be absent, the continued entitlement to DSA(NW) is to be reviewed in line with the CEA(Board) row on the Absence matrix at **Chapter 2 Section 3** of this JSP. In cases of doubt, advice is to be sought from the DBS MIL PERS-MIL OPS PACCC.

**14.0619. Change of Assignment.** Where a Service person is assigned to a new duty station away from an eligible establishment or moves residence from North Wales for Service reasons (see **Paragraph 14.0604**), DSA(NW) may continue to be claimed for those children who have started the two academic years leading to public examinations (i.e., GCSE, 'A' Level examinations or equivalents) at the time of starting the new assignment or the move of residence, providing they continue to attend the same school in North Wales. A child for whom DSA(NW) continues to be paid during GCSEs following the assignment of the Service parent away from North Wales will not be entitled to the

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

allowance for the 'A' Level stage of education unless their Service parent re-establishes eligibility.

**14.0620. Changes in PStat Cat.** Immediately upon a change in PStat Cat a case is to be submitted to the DBS MIL PERS-MIL OPS PACCC for a decision on continued entitlement. The application is to be supported by the Declaration of PStat Cat, a copy of any Court Order, the name of the person responsible for the school fees and other evidence appropriate to the care and control of the child(ren). Changes in PStat Cat to which this paragraph relates are:

- a. The issue of, or change to, a legal order.
- b. The filing of a petition for judicial separation, divorce or dissolution by either party.
- c. The legal separation of the parties by a separation agreement or court separation order.
- d. Where the parties have lived apart, because of relationship difficulties, for a period exceeding 3 months, whether or not any legal proceedings have been commenced.
- e. Where the parties have divorced or the civil partnership has been dissolved.

**14.0621. Change to PStat Cat 3 or 4.** A Service claimant who changes from PStat Cat 1 or 2 to PStat Cat 3 or 4 and who was in receipt of DSA(NW) before the estrangement may only claim the allowance for one full term following estrangement. For this final term, no specific authority is required from the PACCC. However, if any child has started the two academic years leading to public examinations (i.e., GCSE, 'A' Level examinations or equivalents) DSA(NW) may remain in issue until the end of the current stage of education only, subject to the submission of casework in accordance paragraph 04.0402 and providing the child remains at the school.

## Rates

**14.0622. Rate Calculation Methodology.** DSA(NW) rates are reviewed annually by CDP (AF Rem).

**14.0623. Rates of DSA (NW).** Rates of DSA(NW) are published in the annual CDP(AF Rem) Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate of DSA(NW) is at **Chapter 3 Section 1**.

## Method of Claim

**14.0624. Method of Claim.** The method of claim of DSA(NW) is detailed at **Annex C** to this Section.

## Method of Payment

**14.0625. Method of Payment.** DSA(NW) is paid via salary.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Annexes**

- A. Specimen DSA(NW) Certificate application form.
- B. List of schools admissible for the payment of DSA(NW).
- C. Method of Claim for DSA(NW).





## APPLICATION FOR DAY SCHOOL ALLOWANCE (NORTH WALES)

This EAT(UK) Consent Form is to be used when making an application for Day School Allowance (North Wales) JSP 752 Chapter 14 Section 6

**PARENT DETAILS**

Service No:	Rank:	Surname:	Initials:
Service: Army/ RN/ RM/ RAF		Unit/Corps:	
Current North Wales Unit address (incl postcode):			
Current North Wales home address (incl postcode):			
Email:		Expected future assignment date:	
Telephone Number:		Mobile Number:	

**CHILD DETAILS**

First name(s):	Surname:	
Date of birth:	Year group:	Male / Female
Name of school:		
Address of school:		

Please ensure that you complete the relevant sections with as much information as possible, sign and date the consent section and return with a copy of the (North Wales) school offer letter.

## CONSENT

I understand that the information provided on this form will be confidentially held by EAT(UK) and that information may be entered on the EAT(UK) database for the purposes of case management.

I have read and understand the DSA (NW) regulations in JSP 752 (Chapter 14, Section 6). I undertake to inform my unit HR staff of any change to my personal circumstances that may affect my eligibility to claim DSA (NW). I understand that failure to inform my unit HR staff of any changes to my personal circumstances or a failure to satisfy all of the eligibility criteria may lead to loss of DSA (NW) and possible recovery of the allowance received during my current assignment.

No other organisation, other than the Ministry of Defence has contributed towards the cost of my child's education.

☐

Please tick this box to confirm that you have read and agree with the above consent statement.

## **SIGNATURE**

You, the applicant may opt to electronically sign or provide a handwritten signature informing consent.

### ***Option 1 – Electronic Signature***

I agree that by **typing my name** and clicking '**Sign**', I am electronically signing my application

Signature

Sign

### ***Option 2 – Handwritten Signature***

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please send completed form with any supporting documentation to:**

<b>Postal address:</b> EAT(UK), Bldg 183, Trenchard Lines, Upavon, Pewsey, Wiltshire, SN9 6BE	<b>Email:</b> <a href="mailto:RC-DCS-HQ-EAT@mod.gov.uk">RC-DCS-HQ-EAT@mod.gov.uk</a>
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**QUALIFYING SCHOOLS FOR DAY SCHOOL ALLOWANCE (NORTH WALES)**

School name	School address	Tel. No
Treffos school	Llansadwrn, Ynys Mon, Anglesey, LL59 5SD	01248 712322
Rydal Penrhos Prep	Pwllcrochan Avenue, Colwyn Bay, LL29 7BT	01492 530155
St Gerards	Ffriddoedd Road, Bangor, Gwynedd, LL57 2EL	01248 351656
St David's College	Llandudno, Conwy, LL30 1RD	01492 875974

## METHOD OF CLAIM FOR DSA(NW)

1. DSA(NW) claims are to be made separately for each school term by the Service claimant via JPA and will be subject to the following conditions (see paragraph 2 below for Service personnel who do not have access to the JPA system):
  - a. To enter a claim for DSA(NW) on JPA the Service person must have a child(ren) aged 5 years of age or over and below 19 years of age at the time of application, recorded on the JPA system.
  - b. Where a claim is to be submitted for a child who will reach 5 years of age during the academic year, or is over 18 years of age, the claimant will be required to request access to the BSSS. This request is to be made to the JPAC by unit HR admin staff.
  - c. The authority for payment of DSA(NW) is the CO of the qualifying unit. This authority may be delegated to a Crown servant within the chain of command.
  - d. The Service parent will be required to confirm that they have read, understood and agreed to the conditions applicable to the allowance claimed as they submit their claim.
  - e. **Initial Claims.** All initial DSA(NW) claims will require the production of the following documents by the Service claimant to the Unit Allowances Checker, before claims will be released for payment:
    - (1) The current original school bills or other statement of fees from the school. Where costs associated with SEND (See **Paragraph 14.0208**) are being claimed, the bill must be itemised.
    - (2) Where a SENA Certificate is in issue, it must list any items for which additional expenses may be claimed within the maximum rates allowed
    - (3) A certificate provided by EAT(UK) to the effect that the Service parent has sought their advice prior to choosing a new school.
    - (4) Evidence of any grant payable.
  - f. **Continuation Claims.** Continuation claims will only require the production of the receipts for the previous term including details of all discounts applied by the Service claimant to the Unit Allowances Checker, before claims will be released for payment, except in the following circumstances when the current original bill, or other statement as appropriate, is to be provided:
    - (1) A change of school for the child; or
    - (2) Refundable items (outlined at **Paragraph 14.0607b**) are being claimed; or
    - (3) There has been an increase in fees resulting in an increased claim.
  - g. **Final Claims.** All Final DSA(NW) claims will require the production of the receipts for the previous term by the Service claimant to the Unit Allowances

**Annex C to Section 6 of Chapter 14**

Checker. Additionally, receipts for the final claim will be required to be submitted within 61 days of the date of payment of the claim or, if the claimant's service is due to be terminated before this date, prior to the last day of service. Failure to meet this requirement will result in unit HR admin staff and the DBS MIL PERS-MIL OPS PACCC being alerted to the failure to produce the receipts and recovery of the final DSA(NW) amount paid will be initiated from the Service person's salary.

h. **Parental Contribution.** There is no parental contribution in respect of claims for DSA(NW).

i. **Excessively High Charges.** Where the Service claimant believes that they have a case for a higher refund in accordance with paragraph **14.0612** they are submit a manual application in accordance with paragraph **2** below, under cover of their case for the excessively high charges.

2. **No Access to JPA System.** Where a claimant does not have access to the JPA BSSS it will be necessary to complete a manual application form JS Form JPA F001. Copies of the application form can be taken from the forms library on the Defence Intranet or they can be requested from JPAC. The completed form is to be submitted through the respective unit HR admin staff to the JPAC. Manual claims are to be supported by the documentation detailed in paragraph **1** above.

# Chapter 14 Section 7 – Education of Service Children in Extra Command Areas and Isolated Detachments

## General

**14.0701. Aim.** The aim of Extra Command Areas and Isolated Detachment (ECA and ISODET) Education Allowances is to assist Service personnel serving overseas in ECAs and ISODETs with the costs of educating their accompanying children in a local school, where there is no Service Children's Education (SCE) provision. The provision of this education is made within the regulations at **JSP 342** (Education of Service Children and Young People).

**14.0702. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 ECA and ISODET Education Allowances are non-taxable.

## Eligibility

**14.0703. Eligible Personnel.** All Regular Service personnel and Reserve Personnel undertaking Full Time Reserve Service (Full Commitment) who are assigned to an ECA or ISODET where they are accompanied by their eligible children and where there is no SCE overseas school available, are entitled to claim ECA and ISODET Education Allowance.

## Entitlement

**14.0704. Entitlements.** Entitlements will be as detailed in 2017DIN01-167 (Regulations Governing the Payment of Overseas Nursery Allowance).

## Conditions

**14.0705. Detention, Imprisonment and Desertion.** ECA and ISODET Education Allowances are to continue in issue during periods of detention or imprisonment of a Service parent where they remain admissible in all other respects. It is to cease during periods of desertion.

**14.0706. Death, Redundancy or Invaliding.** If the Service parent dies, is invalided or made redundant from the Service, ECA and ISODET Education Allowances may continue to be paid up until the end of the term following the death, invaliding or redundancy provided the child continues to attend the same school.

**14.0707. Servicewomen on Maternity Leave.** In recognition of the continuity of education principle, Servicewomen in receipt of ECA and ISODET Education Allowances who take maternity leave will continue to be eligible for receipt of this Allowance in accordance with the rules at paragraph [14.0126](#), but for CEA read ECA and ISODET Education Allowances.

**14.0708. Career intermissions.** Service parents in receipt of ECA and ISODET Education Allowances who opt to take a career intermission will become ineligible to

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

receive ECA and ISODET Education Allowances in accordance with the rules at paragraph [14.0127](#), but for CEA read ECA and ISODET Education Allowances.

**14.0709. Cessation of Payment as a Consequence of Absence.** On any occasion where the individual claimant of ECA and ISODET Education Allowances is deemed to be absent, the continued entitlement to ECA and ISODET Education Allowances is to be reviewed in line with the CEA(Board) row on the Absence Matrix at **Chapter 2 Section 3** of this JSP. In cases of doubt, advice is to be sought from the DBS MIL PERS-MIL OPS PACCC.

## **Rates**

**14.0710. Rates of ISODET Education Allowance.** ISODET Education Allowances are paid as a percentage of the actual costs of the local school as directed in 2017DIN01-167 (Regulations Governing the Payment of Overseas Nursery Allowance).

## **Method of Claim**

**14.0711. Method of Claim.** Claims are to be submitted in accordance with 2017DIN01-167 (Regulations Governing the Payment of Overseas Nursery Allowance).

## **Method of Payment**

**14.0712. Method of Payment.** Claims are paid under local arrangement via the unit Public/Imprest account, normally direct to the school.



# Chapter 14 Section 8 – Nursery Education for Service Children in Extra Command Areas and Isolated Detachments

## General

**14.0801. Aim.** The aim of Overseas Nursery Authority (ONA) is to assist Service parents in ECAs and ISODETs to fund the provision of nursery education for their accompanying children. The provision of this education is made within the regulations at **JSP 342** (Education of Service Children and Young People).

**14.0802. Value and Provision.** The allowance mirrors the value of the entitlement to free nursery education in England and Wales for children of nursery school age (3 or over) who are entitled to free part-time nursery education capped at 15 hours for 3-4 year olds for 38 weeks of the year. The nursery education would normally be provided in Service Children's Education (SCE) schools or in pre-schools provided under unit and Garrison/Station arrangements, however, where such pre-schools are unavailable, such as in ECAs and ISODETs then the provision of nursery education may be made within an alternative setting in accordance with the arrangements detailed in Defence Instruction and Note (DIN) 2021DIN01-070 Overseas Nursery Authority – Application for reimbursement of nursery fees incurred whilst located overseas in non-MOD School areas<sup>1</sup>.

**14.0803. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 ECA and Overseas Nursery Authority is non-taxable.

## Eligibility

**14.0804. Eligible Personnel.** All Regular Service personnel and Reserve Personnel undertaking Full Time Reserve Service (Full Commitment) who are assigned to an ECA or ISODET where they are accompanied by their eligible nursery school aged child(ren) and where there is no SCE or other Service provision available, are entitled to claim ECA and ONA.

## Entitlement

**14.0805. Entitlements.** Entitlements to ISODET and ONA are detailed in 2021DIN01-070 Overseas Nursery Authority – Application for reimbursement of nursery fees incurred whilst located overseas in non-MOD School areas.

## Conditions

**14.0806. Detention, Imprisonment and Desertion.** ECA and ONA is to continue in issue during periods of detention or imprisonment of a Service parent where they remain admissible in all other respects. It is to cease during periods of desertion.

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<sup>1</sup> Following revision, these regulations will be detailed in full in JSP 342 (The Education of Service Children) and JSP 819 (Developing Early Years Foundation Stage (EYFS) in Overseas Settings).

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**14.0807. Death, Invaliding or Redundancy.** If the Service parent dies, is invalided or made redundant from the Service, ECA and ONA may continue to be paid up until the end of the term following the death, invaliding or redundancy provided the child continues to attend the same nursery school.

**14.0808. Servicewomen on Maternity Leave.** In recognition of the continuity of education principle, Servicewomen in receipt of ECA and ONA who take maternity leave will continue to be eligible for receipt of this allowance in accordance with the rules at paragraph [14.0126](#), but for CEA read ECA and ONA.

**14.0809. Career intermissions.** Service parents in receipt of ECA and ONA who opt to take a career intermission will become ineligible to receive ECA and ONA in accordance with the rules at paragraph [14.0127](#), but for CEA read ECA and ONA.

**14.0810. Cessation of Payment as a Consequence of Absence.** On any occasion where the individual claimant of ECA and ONA is deemed to be absent, the continued entitlement to ECA and ONA is to be reviewed in line with the CEA(Board) row on the Absence Matrix at **Chapter 2 Section 3** of this JSP. In cases of doubt, advice is to be sought from the DBS MIL PERS-MIL OPS PACCC.

## Rates

**14.0811. Overseas Nursery Authority.** From 1 Jan 13, ONA will no longer be capped by HQ SCE and the full cost of UK equivalent entitlement will be refunded.

## Method of Claim

**14.0812. Method of Claim.** Claims are to be submitted in accordance with [2021DIN01-070](#) Overseas Nursery Authority – Application for reimbursement of nursery fees incurred whilst located overseas in non-MOD School areas.

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# CHAPTER 15 – CLOTHING

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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# Chapter 15 Section 1 – Climatic Clothing Grant for Hot Posts

## General

**15.0101. Aim.** The aim of the Climatic Clothing Grant for Hot Posts (CCG(HP)) is to contribute towards extra expenditure necessarily incurred by non-commissioned Service personnel who are required to wear civilian clothes when working in certain hot countries overseas.

**15.0102. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 299 CCG(HP) is non-taxable.

## Eligibility

**15.0103. Eligible Service Personnel.** CCG(HP) may be paid to Regular and Reserve Service personnel of non-commissioned rank, who are required to carry out their daily duties in civilian clothes and meet both of the following eligibility conditions:

- a. They are assigned to locations lying between the Tropics of Cancer and Capricorn, or to locations outside this region where temperatures and humidity are similar to tropical or sub-tropical conditions. Authority for these latter areas should be obtained from DBS MIL PERS-MIL OPS PACCC; and
- b. They are Close Protection Unit (CPU) personnel who are assigned to an overseas appointment in support of the Foreign, Commonwealth & Development Office (FCDO) and Other Government Departments (OGDs). Other non-commissioned personnel, who are not in receipt of any other allowances/grants associated with the FCDO sponsored Hornby Package, are also eligible. For details of the Hornby Package, see **Chapter 9 Section 9**.

## Ineligibility

**15.0104. Officers.** Commissioned officers are not entitled to CCG(HP). During a Commissioned Officers career it is expected that uniform will not be worn at all times. However, Income Tax relief for uniform upkeep is granted (by HMRC) even if an individual is not required to wear uniform during particular periods/assignments. In view of this Commissioned Officers will not be entitled to CCG (HP) on the grounds that a financial benefit (i.e. tax relief) is already being provided during these periods.

**15.0105. Defence Section Support Staff.** Service personnel in receipt of allowances or grants contained within, or associated with, the FCDO Hornby Package are not eligible for CCG(HP) as the Package contains an appropriate level of provision.

## Conditions

**15.0106. Duration.** All eligible Service personnel must be assigned for a minimum of 2 months in order to qualify. Service personnel may claim CCG (HP) only once in a 3-year period.



**15.0107. Concurrent Payment with Civilian Clothing Daily Allowance (CCDA) and Civilian Clothing Annual Grant (CCAG).** Eligible Service personnel may not receive CCDA or CCAG (see **Section 2** of this Chapter) and CCG(HP) in respect of the same overseas assignment. However, receipt of CCDA or CCAG in respect of a previous assignment will not debar an eligible Service person from receiving CCG(HP).

**15.0108. Cancellation of Assignment.** In the event of the CCG(HP) having been paid and then the assignment for which it was paid being cancelled, no recovery action will be taken if the Service person can demonstrate to unit HR admin staff that they have purchased necessary items of climatic clothing for the assignment. Where appropriate purchases have not been made, unit HR admin staff will initiate recovery action.

## Rates

**15.0109. Calculation of Rates of CCG(HP).** The rate of CCG(HP) is set annually by CDP(AF Rem) Allces. The CCG(HP) rate is based on the average cost of a pre-determined (by CDP(AF Rem) Allces) list of clothing. The list is validated by a review that CDP(AF Rem) Allces conduct every 5 years.

**15.0110. Publication of Rates.** The rate of CCG(HP) will be promulgated in the annual CDP(AF Rem) Allces Directed Letter on “Rates of Entitlement for Allowances for Service Personnel”. The current rate is also shown at **Chapter 3 Section 1.**

## Method of Claim

**15.0111. Method of Claim.** On notification of assignment to a post eligible for CCG(HP), the Service person is to contact their unit HR admin staff who are to validate that the Service person:

- a. Is assigned to a post meeting the eligibility criteria at paragraph **15.0103.**
- b. Is assigned to the post for a minimum of 2 months.
- c. Has not received a payment of CCG(HP) within the last 3 years.

Once validated the unit HR admin staff will enter the CCG(HP) entitlement onto JPA by creating the appropriate ‘Element Entry’.

**15.0112. Advance of CCG(HP).** CCG(HP) is to be paid prior to travel to the country where the CCG(HP) earning post is located. However, it is not to be paid more than one month prior to the reporting date for the overseas CCG(HP) earning assignment reporting date.

## Method of Payment

**15.0113. Method of Payment.** CCG(HP) is paid to the Service person via their salary.

# Chapter 15 Section 2 – Civilian Clothing Daily Allowance and Civilian Clothing Annual Grant for Non-Commissioned Personnel

## General

**15.0201. Aim.** The aim of the Civilian Clothing Daily Allowance (CCDA) and Civilian Clothing Annual Grant (CCAG) is to contribute towards the extra expenditure non-commissioned Service personnel necessarily incur as a direct consequence of being required to wear civilian clothing on duty.

**15.0202. Income Tax and National Insurance Contributions (NICs).** CCDA and CCAG attract a personal liability for both tax and NICs which is payable via the Service person's salary.

## Eligibility

**15.0203. General.** Non-commissioned personnel of Regular and Reserve Forces (except Sponsored Reserves and Cadet Force Adult Volunteers) are eligible for CCDA or CCAG provided they are required to wear civilian clothing on duty, but are not supplied with such clothing at public expense. During a Commissioned Officers career it is expected that uniform will not be worn at all times. However, Income Tax relief for uniform upkeep is granted (by HMRC) even if an individual is not required to wear uniform during particular periods/assignments. In view of this Commissioned Officers will not be entitled to CCDA/CCAG on the grounds that a financial benefit (i.e. tax relief) is already being provided during these periods.

**15.0204. Categories of Eligible Employment.** The following categories of **non-commissioned** personnel will receive either CCDA or CCAG provided they meet all other conditions and have not been reimbursed for their civilian clothing expenditure separately:

- a. Personnel employed in MOD Headquarters establishments.
- b. Personnel employed in NATO Headquarters establishments.
- c. Personnel employed in GCHQ.
- d. Personnel employed on the support staff to Military Attachés and Advisers.
- e. Personnel permanently assigned to a Civilian working environment that is not on a Defence or HMG establishment.
- f. Personnel employed on close protection duties as may be designated from time to time and promulgated separately.

- g. Intelligence Corps, Special Air Service (SAS), Special Boat Service (SBS), and other personnel employed on Special Duties.
- h. Members of the Royal Navy Special Investigation Branch (RNSIB), Royal Naval Provost Headquarters' Unit Investigators (RNPUI) and members of the Royal Marines Police Special Investigation Branch (RMPSIB).
- i. Adjutant General Corps (Provost) (Special Investigations Branch) ((AGC(PRO)(SIB)) and Unit Investigation Element (UIE).
- j. RAF Police employed on Special Investigation (SI) or Counter Intelligence (CI) duties as designated by Provost Marshal (RAF).
- k. Mechanical Transport Drivers (including HGV).
- l. Royal Engineer Clerks of Works serving with Military Engineering Services (Works).
- m. Royal Navy Royal Marines Welfare - specialist welfare personnel only.
- n. Army Welfare Workers and ORs in established posts within Unit Welfare Offices.
- o. RAF personnel assigned to the Welfare and Support Personnel (WaSP) posts at the RAF Recruit Training Squadron.
- p. Personal Recovery Officers within Personnel Rehabilitation Centres.
- q. Army Housing Estate Managers.
- r. Army Absence Recovery Warrant Officers.
- s. Maritime Information Exploitation Group (MIXG), Cyber and Electromagnetic Activities (CEMA) Team - Technical Surveillance Counter Measures (TSCM) practitioners.
- t. Postal and Courier (P&C) Troop in NI.
- u. HQ DMS Whittington - Pharmacy Technicians on Defence Medical Phase 2 training.
- v. 112 MI Sect, 1 MI Bn
- w. RAF Police personnel assigned to the Service Complaints Investigation Team.
- x. RAF Climate Assessment Support Team (CAST)
- y. RAF 591 SU, Technical Surveillance Counter Measures (TSCM) Team
- z. RN Recruiting Force Northern Ireland

**15.0205. Exceptional Cases.** There may be cases outside the scope of this Section

where a Service person is put to undue expense for service reasons, either because of the location of their place of work, other circumstances (e.g. the nature of the clothing required for security or other service reasons) or because their normal civilian clothing is subjected to excessive wear and tear. Such cases, which should be rare and will invariably result from a Service person being employed on duties of/for an exceptional operational/ security nature, are to be forwarded for special consideration to DBS MIL PERS-MIL OPS PACCC. These cases will be assessed on their merit and authorised for agreed periods (reviewed regularly thereafter).

## Ineligibility

### 15.0206. Ineligible Service Personnel.

- a. Commissioned Officers (both CCDA and CCAG).
- b. Service personnel wearing civilian clothing whilst travelling between their home and duty station, or between duty locations.
- c. Service personnel on an agreed Remote Working (RW) pattern on days they are working from their Alternative Working Address (AWA) but see 15.0208a.

**15.0207. Secondary Duties.** The ordinary wear and tear of the Service person's own civilian clothes when engaged in any form of secondary duty (e.g. OIC sport) does not generate an entitlement to CCDA or CCAG.

## Conditions

**15.0208. Wearing of Civilian Clothes on Duty.** CCDA and CCAG cannot be paid concurrently (but see paragraph **15.0209**) and are subject to the following additional conditions:

- a. **Civilian Clothing Daily Allowance.** CCDA is payable when the period during which the Service person is required to wear civilian clothes is less than 12 months. When civilian clothing is not worn at all times on duty, CCDA will be paid for each day on which the Service person's own civilian clothing is necessarily worn for Service reasons. Payment of CCDA will commence only after the Service person has worn civilian clothes on duty for Service reasons for a total of 60 days within a 12-month period. Payment commences on the 61st day and is retrospective to Day One. Payment will commence on the 1<sup>st</sup> day of any subsequent period within the 12-month period.
- b. **Civilian Clothing Annual Grant.** When civilian clothing is expected to be worn on duty at all times<sup>1</sup> throughout the period of a permanent assignment, CCAG will be paid to assist with the purchase of necessary clothing for each complete 12-month period as follows:

(1) CCAG is payable at the start of each assignment year during which civilian clothes are expected to be worn.

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<sup>1</sup> Where civilian clothing is not required to be worn on duty at all times, such as a SP working remotely during this period, then CCDA should be claimed instead where the SP meets the 60 day requirement.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

(2) Where an assignment extends beyond a year to part of a second or subsequent 12-month period, the CCAG will be paid at the beginning of the period at a quarterly proportioned rate.

(3) In the event that a recipient of CCAG is not required to wear civilian clothes for as long as anticipated when CCAG was paid, no recovery action will be taken.

**15.0209. Concurrent Payment of CCDA and CCAG.** Concurrent payment of CCDA and CCAG is not permitted except where there is an unforeseen overlap between an unexpended period covered by CCAG and the start of a new assignment at a destination with a significantly different climate. In this instance, further CCDA or a CCAG may be issued provided that all other eligibility criteria are met.

**15.0210. Concurrent Payment with Climatic Clothing Grant for Hot Posts (CCG(HP)).** Eligible Service personnel may not receive CCDA or CCAG and CCG(HP) in respect of the same overseas assignment. However, receipt of CCDA or CCAG in respect of a previous assignment will not debar an eligible Service person from receiving CCG(HP). In these circumstances, recipients who have not completed the assignment year for which CCAG was paid will not be required to repay that CCAG.

## Rates

**15.0211. Calculation of CCDA and CCAG Rates.** A rate of CCAG will be set annually by CDP(AF Rem) Allces. The CCAG rate is based on the average cost of a pre-determined list of clothing. The list is validated by a review that CDP(AF Rem) Allces conduct every 5 years. The CCAG rate will be divided by 365 (days) by JPA to produce the CCDA rate.

**15.0212. Current Rates.** The current rates of CCDA and CCAG are detailed in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are also shown at **Chapter 3 Section 1**.

## Method of Claim

**15.0213. Authority for Approval.** CCAG and CCDA are to be claimed on JPA F019 which is to be submitted to the unit HR admin staff for processing. Authority for payment of CCDA or CCAG for the duties listed in paragraph **15.0204** is vested in the CO, not below the rank of OF4.

**15.0214. Action by Unit HR Admin Staff.** The unit HR admin staff will process the claims as follows:

a. **CCAG Claims.** Claims for CCAG will be processed using the JPA 'Arrivals Process'. Initial claims require that the Service person be assigned to an appropriate post for a minimum period of 12 months. The CCAG will initially be paid for this full 12 month period. The amount of CCAG subsequently payable will automatically be determined by the time left in the Service person's current assignment (i.e. up to their expected assignment end date).

b. **CCDA Claims.** Claims for CCDA will be assessed and then processed by the unit HR admin staff who will create the appropriate 'Element Entry' on JPA.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## **Method of Payment**

**15.0215. Method of Payment.** Both CCAG and CCDA are paid via the Service person's salary.

# Chapter 15 Section 3 – Uniform Provision and Grants for Officers

## General

**15.0301. Aim.** The aim of the uniform provision and grants for officers is to equip officers with items of uniform that they require for their duties. To achieve this, all officers, both Regular and Reserve, receive a free issue of certain scaled items of uniform. Uniform grants are paid to Regular officers to enable them to either purchase specified items of uniform from Service and non-Service sources, or for necessary tailoring services. Reserve officers receive financial assistance with uniform upkeep.

**15.0302. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 336 the provision of scaled items of uniform and grants given to Regular officers are non-taxable. Grants given to Reserve officers towards their uniform upkeep are also non-taxable.

## Eligibility

**15.0303. Eligible Service Personnel.** Eligibility is as described within this Section.

## Entitlement

**15.0304. Uniform Scales.** Single-Service regulations should be consulted concerning detailed uniform scales and specifications. These, together with current rates for each grant, can be found at:

- a. **RN.** BR3 – Naval Personnel Management.
- b. **RNR.** BR3 – Naval Personnel Management.
- c. **Army.** Army Dress Regulations, Part 10, Entitlements and Allowances.
- d. **RAF.** QRs, GAI 1033, GAI 1022 and AP1358 Dress Regulations, Edition 6.
- e. **RAFR.** AP 3392 Vol 7.

Single-Service Dress Policy staff are responsible for setting uniform scales and the value of grants for Regular and Reserve officers. Contact details for single-Service Dress Policy staff are contained in the above regulations.

**15.0305. Grants Payable.** The following grants are payable:

- a. **Initial Uniform Grant.** An Initial Uniform Grant is payable to an officer on initial commissioning.
- b. **Initial Rejoining Uniform Grant.** An Initial Rejoining Uniform Grant is payable on rejoining after a specified break in service.



- c. **Uniform Grants on Promotion or Specific Appointment.** Additional uniform grants are payable on promotion and when officers are appointed to specific types of duty requiring additional uniform or accoutrements.
- d. **Warm Weather Uniform.** Officers assigned to designated locations/areas overseas are entitled to an issue of warm weather uniform (the Service supply system will often refer to this as Warm Weather Clothing). Where this uniform is not provided, officers will be eligible to a Warm Weather Clothing grant for the purchase of these items in accordance with single-Service scales of entitlement.
- e. **Uniform Upkeep Grant.** Officers of the Reserves Force and the Cadet Forces who are required to wear uniform and undertake duties or training in peacetime will be paid an annual Uniform Upkeep Grant (UUG) at rates shown in single-Service regulations.

**15.0306. Initial Uniform Grant.** On first being commissioned, an Army officer is paid an Initial Uniform Grant in order to purchase specified items that are not available from Service sources (this is not applicable to RN or RAF officers). The Grant is payable as a JPA i-Expense claim by the individual provided the officer is:

- a. Commissioned; and
- b. Required to wear uniform.

**15.0307. Voluntary Withdrawal, Involuntary Termination, Failure to Complete Officer Training or Re-Selection.** Officers, or cadets who are under training, will be required to return all items of uniform clothing, irrespective of whether the items were issued from Service sources or purchased from a grant if they:

- a. Fail to complete officer training or special re-entrant training; or
- b. Withdraw voluntarily from training; or
- c. Have their training terminated involuntarily; or
- d. Have their service compulsorily terminated before they have completed 2 years service from the date of entry.

In these circumstances the officer or cadet will be billed for any deficiencies of items of uniform being returned to the Service on the basis of 50% of grant provided for the item or 50% of the Service price plus Departmental expenses for items issued from Service sources. Where an officer is re-selected for training in another specialisation they are required to retain all items of uniform previously issued pending the outcome of alternative professional training.

**15.0308. Rejoining After Previous Commissioned Service - Initial Rejoining Uniform Grant.** A 'break in service' will be reckoned from the last day of paid service until the date of rejoining. The following conditions apply to officers who rejoin after previous commissioned service:

- a. After a break of less than one year, no entitlement exists to either a free issue of uniform items or corresponding grants, unless the existing scales differ from

those used for the original issue (in which case, the differences will be permissible).

b. After a break of between one and 4 years, officers will be entitled to a further payment of 50% of the Initial Uniform Grant and the free issue of uniform items from Service sources, except for those free issue items that were retained on leaving the Service. Where the existing scales differ from those used for the original issue the officer is entitled to the latest full scales of uniform.

c. Army officers appointed to a different regiment or corps after breaks in service of more than one year, but less than 4 years, will be entitled to a transfer grant in addition to a 50% Initial Uniform Grant.

d. After a break of 4 years or more from previous commissioned service, officers will be entitled to a further payment of the full Initial Uniform Grant and free issue of uniform items from Service sources, irrespective of what free issue items may have been retained on discharge.

**15.0309. Maintenance of Uniforms.** Except where otherwise authorised by single-Service Dress Policy staff, no further cash grants or free issues from Service sources will be made during a Regular officer's service. The maintenance and when necessary replacement of all clothing items is the officer's personal responsibility. To enable them to meet this liability, Income Tax relief is provided automatically via salary. (See paragraph **15.0316** for the Reserve Forces Uniform Upkeep Grant).

**15.0310. Repayment of Uniform Grants.** Officers who are permitted to voluntarily resign with less than 3 years service will be required to repay the initial uniform grant and return any items of clothing issued free of charge (or their value if not returned). Repayment will be based on the Service issue price of the uniform plus departmental expenses in accordance with single-Service regulations and to the following proportions:

- a. Under one year's completed service - The full amount of the Initial Uniform Grant.
- b. Between one and 2 years completed service - Two thirds of the Initial Uniform Grant.
- c. Between 2 and 3 years completed service - One third of the Initial Uniform Grant.
- d. Over 3 years completed service - No repayment of the Initial Uniform Grant is required.

**15.0311. Effect of Previous Repayment.** Subject to the provisions of paragraph **15.0310**, officers who rejoin the Service, having previously made repayments of their Initial Uniform Grants, will receive that same repayment figure upon rejoining. It is then the Service person's responsibility to obtain a full outfit of uniform at their own expense. Where the cost of a full outfit of uniform exceeds the repayment figure the balance of scaled items will be issued free from Service sources. Where scaled items have been increased since the previous period of service, these will also be issued at public expense.

**15.0312. Termination of Service.** On the involuntary termination of service, an officer will be required to return all free issue items of uniform to their unit supply staff.

**15.0313. Uniform Grants on Promotion.** On promotion to substantive, acting or local rank, officers may be entitled to a grant towards the purchase of insignia and the cost of necessary alterations to uniform. Details are contained in the single-Service uniform regulations (see paragraph **15.0304**).

**15.0314. Allowances for Special Appointments and Provision to Wear Aiguillettes, Royal Cypher and Crown Badges.** In accordance with single-Service regulations, officers authorised to wear aiguillettes, royal ciphers and devices appropriate to their appointment will be issued appropriate uniform items on loan through Service sources. Where such items are required by single-Service dress regulations, a grant may be paid to authorised officers to assist towards the cost of the alteration of uniforms, both to and from the necessary standard, upon application to their unit supply staff. In accordance with single-Service dress regulations, officers appointed to certain high profile roles requiring frequent wearing of ceremonial uniform may be eligible for a grant to purchase a second uniform.

**15.0315. Warm Weather Uniform.** Single-Service clothing scales specify when officers on assignment will qualify for issue of warm weather uniform. For those on temporary assignment, this decision will depend upon whether warm weather uniform is being worn in theatre at the time of the assignment.

## **Reserve Forces**

**15.0316. Uniform Upkeep Grant (UUG).** The UUG enables eligible personnel to maintain those items of their authorised scale of outfit. The UUG is to cover expenditure arising during the Tax Year (6 April to 5 April). Reserve and Cadet Force officers are entitled to the full UUG for the year during which they become eligible, so long as they are required to wear uniform in the course of undertaking training or other duties, and are on the Reserve or Cadet Force's effective strength on the date on which payment is due. Where these officers relinquish their commission between 6 April and 31 October, however, they will not be eligible for payment of UUG for that year. In the event of mobilisation or the commencement of a period of Full-Time Reserve Service (FTRS), individuals' entitlement to UUG will cease with effect from the end of the Tax Year during which they started the alternative service; thereafter, personnel will become eligible for the Regular officers' tax allowance for uniform upkeep. On reverting back to Reserve status eligibility to Regular officers' tax allowance will cease at the end of the tax year in which reversion occurs. The Service person will again become eligible to UUG in the following tax year.

**15.0317. Payment.** The UUG is payable annually in respect of each training year ending 31 March when a Reserve Bounty has been earned. UUG is not subject to Income Tax and should not, therefore, be shown in personal tax returns. When a Reserve officer is exceptionally awarded a Bounty waiver, it does not automatically entitle them to the award of UUG. In these instances, a case for payment is to be forwarded to DBS MIL PERS-MIL OPS PACCC for a decision.

**15.0318. Membership of Two Sections of the Reserve.** A member of 2 sections of the Reserves (e.g.a RNR officer who also holds an appointment as an officer of the Sea Cadet Corps or a Reservist who takes up an ADC contract) may receive the appropriate rate of UUG for both appointments in accordance with the single-Service dress regulations.

## Rates

**15.0319. Rates.** The rates are reviewed by the single-Service Dress Policy staff and are based on the average cost by Service and, where appropriate, Regiment of the required uniform items officers purchase from authorised tailors.

## Method of Claim

**15.0320. Method of Claim.** Claims for uniform grants and reimbursement of tailoring expenses are to be submitted by officers through their Administrative Authority in accordance with single Service regulations and are to be processed in accordance with the JPA Business Process Guide (BPG). Any claim is not to exceed the value of the grant and receipts must be retained for auditing purposes.

## Method of Payment

**15.0321. Method of Payment.** The various methods of payment for the different types of grant are as follows:

- a. **Initial/Rejoining Uniform Grant.** Initial/rejoining Uniform Grants are initiated by the individual and submitted through as a self-service JPA i-Expense claim for payment authority.
- b. **Uniform Grants on Promotion.** Uniform Grants on promotion for Army are claimed for on JPA via i-Expenses (in accordance with the BPG) following the publication of the promotion on JPA, with the exception of Royal Navy Midshipman promoted to Sub Lieutenant which must be entered manually in accordance with the BPG. RN and RAF are automatically paid following the publication of the promotion on JPA.
- c. **Specific Appointment Grant.** Specific Appointment Grants are authorised under single Service procedures. Details of the approved amount are then notified by the unit HR admin staff to JPAC for them to input the necessary payment via JPA and the Service person's salary.
- d. **Transfer Grant.** Transfer Grants are authorised under single Service procedures. Details of the approved amount are then notified by the unit HR admin staff, or Army Personnel Centre to JPAC for them to input the necessary payment via JPA and the Service person's salary.
- e. **Warm Weather Clothing Grant.** Warm Weather Clothing Grants are authorised under single Service procedures. Details of the approved amount are then notified by the unit HR admin staff to JPAC for them to input the necessary payment via JPA and the Service person's salary.
- f. **Warm Weather Promotion Grant.** Warm Weather Promotion Grants are authorised under single Service procedures. Details of the approved amount are then notified by unit HR admin staff to JPAC for them to input the necessary payment via JPA and the Service person's salary.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

g. **Uniform Upkeep Grants (UUG) (Army Reserve only).** UUG are authorised under single Service procedures. Details of the approved amount are then notified by unit HR admin staff to JPAC for them to input the necessary payment via JPA and the Service person's salary.

# Chapter 15 Section 4 – SNCO Mess Dress Uniform Provision

## General

**15.0401. Aim.** The aim of the SNCO Mess Dress Uniform Provision is to equip newly-promoted Sgts with a mess dress uniform<sup>1</sup> that is required to be worn as a member of the WO/SNCOs' Mess when attending formal functions or as required by the Services when on duty. To achieve this all Army JNCOs promoted to acting paid or substantive Sgt rank<sup>2</sup> on or after 1 Apr 09 will, on production of valid receipts, initially receive a one-off financial contribution towards the purchase and upkeep of Mess Dress uniform obtained from non-Service sources.

**15.0402. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 336 the provision of standard items of uniform and grants given to Regular SNCOs are non-taxable.

## Eligibility

**15.0403. Eligible Service Personnel.** All regular Army Cpls promoted either to acting paid or substantive Sgt rank with effect from 01 Apr 09 are eligible for the SNCO Mess Dress Uniform Provision. All Reserve JNCOs promoted into a Group A unit WOs' and Sgts' Mess after 1 Apr 13 are also entitled to the SNCO Mess Dress Grant. Except where otherwise authorised by single-Service Dress Policy staff, no further cash grants for mess dress uniform will be made during a Regular SNCO's Service career<sup>3</sup>.

## Ineligibility

**15.0404. Ineligible Service Personnel.** RAF, RN and RM are issued their SNCO Mess Dress form Service Sources on promotion. These personnel therefore have no entitlement to this provision.

## Entitlement

**15.0405. Uniform Standard.** Single-Service Dress Policy staffs are responsible for setting uniform standards and the value of grants for Regular SNCOs. Single-Service regulations should be consulted concerning detailed uniform standards and specifications. The contact details for single-Service Dress Policy staffs are contained within the following regulations:

- a. **RN.** BR 3 Part 6 Uniform Regulations and NC HQ Logs Div Supply Chain Circulars.

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<sup>1</sup> RN/RM is No 2B Mess Undress; Army is No 10 Mess Dress; and RAF is No 5 Service Dress.

<sup>2</sup> Including Army Lance Corporals of Horse and Lance Sergeants. Including attached Arms serving with Household Division units who are promoted to Lance Corporal of Horse and Lance Sergeant.

<sup>3</sup> Exceptionally, a newly-promoted Sgt (from 1 Apr 09) who had transferred from another Service where he/she had previously received a Mess Dress grant may be issued with a Mess Dress uniform on promotion in their new Service. Similarly, if the newly-promoted Sgt (from 1 Apr 09) had previously been issued with a Mess Dress uniform, he/she may receive a Mess Dress grant on promotion in their new Service.



b. **Army.** Army Dress Regulations (All Ranks).

**15.0406. Uniform Grant.** On promotion to substantive, or acting paid Sgt<sup>4</sup> rank, SNCOs are entitled to a Mess Dress uniform grant towards the purchase (this also includes second hand Mess Dress) cost, but the grant may also be used to purchase insignia and the cost of necessary alterations to uniform within the total. The uniform grant is only payable on production of valid receipts.

**15.0407. Maintenance of Uniforms.** The maintenance of Mess Dress uniform and, where necessary, its replacement or alteration on subsequent promotion(s) is the personal responsibility of the SNCO. To enable them to meet this liability, Income Tax relief is provided automatically via salary.

**15.0408. Reservist Uniform Upkeep Grant (UUG).** The UUG enables eligible personnel to maintain those items of their authorised scale of outfit. The UUG is to cover expenditure arising during the Tax Year (6 April to 5 April). Reservist SNCOs are entitled to the full UUG for the year during which they become eligible, so long as they are required to wear uniform in the course of undertaking training or other duties, and are on the effective strength on the date on which payment is due. Where the Service person leaves the Service between 6 April and 31 October, however, they will not be eligible for payment of UUG for that year. In the event of mobilisation or the commencement of a period of Full-Time Reserve Service (FTRS), individuals' entitlement to UUG will cease with effect from the end of the Tax Year during which they started the alternative service; thereafter, personnel will become eligible for the Regular SNCOs' tax allowance for uniform upkeep if joining in that rank. On reverting back to Reserve status eligibility to Regular SNCOs' tax allowance will cease at the end of the tax year in which reversion occurs. The Service person will again become eligible to UUG in the following tax year.

## Rates

**15.0409. Rates.** The rates are reviewed by the single-Service Dress Policy staff and are based on the average cost by Service of the required Mess Dress uniform purchase from authorised commercial or, where appropriate, regimental tailors. SNCO Mess Dress is issued under contract for RN, RM and RAF personnel. The rates for Army personnel are contained in Army Dress Regulations

## Method of Claim

**15.0410. Method of Claim.** Claims for Mess Dress uniform grants are to be submitted by SNCOs using the JPA Expenses Claim system as detailed in the JPA Self-Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F011 is to be completed and submitted to unit HR admin staff for input onto JPA using the Zoom facility. All claims must be supported by valid receipts.

## Method of Payment

**15.0411. Method of Payment.** Expenses Claim payments will be made to the Service person's nominated bank account. The Mess Dress uniform grant is payable to all regular

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<sup>4</sup> Including Army Lance Corporals of Horse and Lance Sergeants. Including attached Arms serving with Household Division units who are promoted to Lance Corporal of Horse and Lance Sergeant. Including students attending the British Army Bandmaster Course (BABMC).

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

JNCOs on promotion, either to acting or to substantive Sgt rank. Army Lance Corporals of Horse and Lance Sergeants will receive the grant on appointment to the WOs' and Sgts' Mess; this includes attached Arms serving with Household Division units who are promoted to Corporal.



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# Chapter 16 Section 1 – Unpleasant Work Allowance

## General

**16.0101. Aim.** The aim of Unpleasant Work Allowance (UWA) is to compensate Service personnel for operating in conditions involving an exceptional degree of discomfort or fatigue, or exposure to noxious substance beyond that compensated for by the X-factor. Similarly, it is paid for the wide range of activities that Service personnel may be expected to undertake which fall outside their normal range of military duties and are considered to be of an objectionable, or harrowing, nature.

**16.0102. Income Tax and National Insurance Contributions (NICs).** UWA attracts a personal liability for both Income Tax and NICs. These are deducted automatically from the Service person's salary.

**16.0103. Duty of Care.** The availability of this allowance does not in any way reduce the commander's duty of care. Commanders are to conduct risk assessments prior to requiring Service personnel to work in exceptionally unpleasant or objectionable conditions and every care should be taken to reduce the unpleasant nature of the task.

## Eligibility

**16.0104. General.** All Service personnel (including Reserve personnel) irrespective of rank, who undertake exceptionally unpleasant duties or those of an objectionable nature, as outlined at paragraphs **16.0106** to **16.0108**, are eligible for UWA.

## Entitlement

**16.0105. Levels of Allowance.** UWA has 3 levels of payment. The activities have been grouped together in terms of the nature of the task, the associated level of hardship faced and, for some tasks, the duration the task is undertaken, as follows:

- a. Level 1 is paid for tasks (see Task Codes 1 to 6 at paragraph **16.0106**) that are carried out for a total of at least 4 hours in any one locally determined working day/shift or equivalent and are unpleasant because of:
  - (1) Environmental factors; or
  - (2) The need to wear protective clothing in exceptionally dirty or otherwise unpleasant conditions; or
  - (3) They involve working with noxious substances (excluding human excrement).

Level 1 is also paid for tasks (see Task Code 7 at paragraph **16.0106**) that involve the wearing of protective clothing while handling human excrement for up to 4 hours in any one locally determined working day/shift or equivalent.

b. Level 2 is paid for tasks that:

(1) Involve the wearing of protective clothing while normally handling some particularly unpleasant form of waste (including human excrement) for over 4 hours in any one locally determined working day/shift or equivalent; or

(2) Involve recovery, handling or exhumation of small numbers of un-coffined corpses or remains.

c. Level 3 is paid for tasks that involve the recovery, handling or exhumation of large numbers of un-coffined human remains (e.g. following a major civil disaster, during humanitarian relief operations or significant loss of military personnel).

**16.0106. Level 1.** This level is to be authorised by the Contingent Commander<sup>1</sup> or, in operational overseas scenarios, the National Support Element (NSE) Commander based on the advice of the J1 staff in JFLogC/NSE. Level One tasks are grouped into 7 Task Codes:

a. **UWA Task Code 1.** Work carried out in a confined space, which is not fitted with built-in ventilation and where the work must be done in a cramped position or in abnormally dirty conditions (e.g. cleaning-out fuel tanks).

b. **UWA Task Code 2.** Work undertaken in unusually hot/humid and uncomfortable conditions, where temperatures are well in excess of the outside ambient temperature and where air conditioning is not installed (e.g. kitchens/galleys, boiler rooms, metal ISO containers and armoured vehicles). In operational situations, Theatre J1 staffs will assess the prevailing temperature, humidity and any available Environmental Health/medical advice and advise COs accordingly.

c. **UWA Task Code 3.** Working whilst unprotected in a particularly hot sun or extreme cold and constantly handling metal and/or oil and lubricants (e.g. mechanics); or working in particularly hot or humid conditions where full protective clothing is required by Health and Safety regulations or operational conditions dictate (e.g. specialist fire retardant clothing, breathing apparatus, anti-flash clothing or body armour/helmets).

d. **UWA Task Code 4.** Working with hazardous or noxious substances where the operators necessarily wear protective masks and clothing as required by Health and Safety regulations (e.g. employment on phenol paint stripping duties, working with carbon fibre, lagging duties on ships, stripping oil soaked ISO containers in extreme weather conditions and chemical cleaning of aero-engines).

e. **UWA Task Code 5.** Carrying out target maintenance duties in protective clothing on the coastal ranges necessitating arduous work in water and mud along the coastline.

f. **UWA Task Code 6.** Providing assistance to the civil authorities where working conditions are more unpleasant than those normally encountered and

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<sup>1</sup> Contingent Commander – The local commander of the team undertaking the duties leading to the potential payment of UWA. Where the contingent commander is below the rank of OF3 higher level authority must be sought.

necessitate wearing protective clothing (e.g.during a fireman's strike or disaster relief/humanitarian operations).

g. **UWA Task Code 7.** Sanitary duties, for up to 4 hours in any one locally determined working day/shift or equivalent, where protective clothing is required. This includes:

- (1) The emptying of sewage treatment plants (STPs), slop drain and sewage tanks, cesspits, latrines, port-a-loos and stagnant wells (e.g.'Honey Sucker' duties); or
- (2) Multi-engine aircraft toilet servicing/emptying duties. For aircraft with 4 or more toilets payment will be limited to a maximum of 2 Service personnel per aircraft turn around. For aircraft with between one and 3 toilets, payment will be limited to 1 Service person per aircraft turnaround.
- (3) Cleaning or repair work inside an STP, unblocking toilet systems (i.e.a system that requires more significant work than use of a plunger) or sealing a breach in the sewage or slop pipe work; or
- (4) The disposal of human excreta or animal carcasses by incineration or otherwise.

**16.0107. Level 2.** This level is to be authorised by the Contingent Commander<sup>1</sup> or, in operational overseas scenarios, the NSE Commander based on the advice of the J1 staff in JFLogC/NSE. Level 2 tasks are grouped into 4 Task Codes:

- a. **UWA Task Code 8.** Sorting, handling, bagging and/or compacting of food waste and general garbage for at least 4 hours in any one locally determined working day/shift or equivalent, where protective clothing is required (e.g.personnel operating a gash compactor on a ship or involved in the disposal of large quantities of rotting waste when providing assistance to the civil authorities in clearing refuse during industrial action). This does not include those personnel involved in the routine disposal of gash/waste in circumstances which can be regarded as forming a normal part of Service life (covered as part of the X- factor of basic pay). Nor does this include supervision of gash/waste disposal, working in the pot wash or in galleys.
- b. **UWA Task Code 9.** Cumulative periods of employment on sanitary duties that total more than 4 hours in any one locally determined working day/shift or equivalent, where protective clothing is required. This covers the same duties as detailed in Task Code 7 (which attracts Level 1 UWA), but the higher Level 2 UWA is paid for cumulative periods in excess of 4 hours in any one locally determined working day/shift or equivalent.
- c. **UWA Task Code 10.** Recovery and handling of small numbers of un-coffined military corpses and remains.
- d. **UWA Task Code 11.** Exhumation or identification, recovery or handling of un-coffined corpses beyond the exigencies of normal Service life (e.g.Search and Rescue duties).

**16.0108. Level 3. UWA Task Code 12.** This level is to be paid under the authority of a National Contingent Commander or Lead Headquarters; they may delegate to COs where operational circumstances dictate. As already stated at paragraph **16.0105c**, Level 3 is for tasks that involve the recovery, handling or exhumation of large numbers of un-coffined human remains (e.g. following a major civil disaster, during humanitarian relief operations or significant loss of military personnel).

## Conditions

**16.0109. Other Deserving Cases.** The guidelines at paragraphs **16.0106** to **16.0108** are illustrative only. If COs consider other cases deserving, advice is to be sought from DBS MIL PERS-MIL OPS PACCC. Once authorised, these will be input as UWA Task Codes 13 to 15, as appropriate.

**16.0110. Concurrent Payments.** No Service person may receive more than one payment of UWA concurrently. Where different duties in a single day fall into more than one level, the highest qualified level achieved should be paid for that day. Concurrent payment of UWA and Unpleasant Living Allowance (ULA) is permitted.

## Rates

**16.0111. Rate Calculation.** The Secretary of State for Defence confirms the rate of UWA. The SofS bases those rates upon recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendation on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). Normally, they recommend that the rate increases at the same percentage as the annual pay award. The rate of UWA will be published annually by the AFPRB. The rate is also published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rates are also at **Chapter 3 Section 1**.

## Method of Claim

**16.0112. Method of Claim.** Completed and authorised copies of **Annex A** to this Section are to be submitted monthly in arrears to the unit HR admin staff. They will then process the forms and enter them onto JPA using an 'Element Entry' for payment to the entitled personnel.

## Method of Payment

**16.0113. Calculation of Payment.** Service personnel undertaking any duties meeting the requirements outlined at paragraphs **16.0106** to **16.0108** for the minimum time within the locally determined working day, where applicable, will receive the appropriate daily rate of UWA for that day. UWA is paid as a daily allowance, for the days that qualify for payment of UWA via the Service person's salary.

**16.0114. Record of Payment.** Payment should normally be for limited periods only and a detailed record of the work for which UWA is claimed is to be maintained by the authorising unit (see **Annex A** to this Section) on a unit UWA record file and a copy placed on the Service person's file.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

**16.0115. Auditing.** The details recorded in the unit records are to be retained for 6 years for audit purposes. For operations manned by non-formed units, the records are to be forwarded to the JPAC for archiving on closure of the associated operational admin unit.

## **Annex**

A. Individual Monthly UWA Authorisation Control Sheet.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

## Annex A to Section 1 of Chapter 16

### INDIVIDUAL MONTHLY UWA AUTHORISATION CONTROL SHEET

Number \_\_\_\_\_ Rank \_\_\_\_\_ Name \_\_\_\_\_ Op/Exercise \_\_\_\_\_ Unit \_\_\_\_\_ Sub-Unit \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Date	UWA EARNING ACTIVITY				MONTHLY SUMMARY TOTALS			LEVEL
	Working Conditions <sup>1</sup>	Description of Tasks <sup>2</sup>	Hours on Task <sup>3</sup>	Remarks				
1					No of Days		Task Code 1	1
2					No of Days		Task Code 2	1
3					No of Days		Task Code 3	1
4					No of Days		Task Code 4	1
5					No of Days		Task Code 5	1
6					No of Days		Task Code 6	1
7					No of Days		Task Code 7	1
8					No of Days		Task Code 8	2
9					No of Days		Task Code 9	2
10					No of Days		Task Code 10	2
11					No of Days		Task Code 11	2
12					No of Days		Task Code 12	3
13					No of Days		Task Code 13	1
14					No of Days		Task Code 14	2
15					No of Days		Task Code 15	3
16								
17								
18								
19								
20								
21								
22								
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24								
25								
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28								
29								
30								
31								

<sup>1</sup> Use the following Task Codes:

1 = Work in confined space.

2 = Work in unusually hot/humid conditions.

3 = Work unprotected in extreme temps with metal/lubricants or in particularly hot/humid conditions in protective clothing.

4 = Work with hazardous/noxious substances.

5 = Target maintenance.

6 = Assistance to civil authorities.

7 = Sanitary duties (with human excrement) for up to 4 hours.

8 = Work with food waste/garbage.

9 = Sanitary duties (with human excrement) in excess of 4 hours.

10 = Handling small numbers of un-coffined military corpses.

11 = Exhumation/Identification/Recovery of un-coffined corpses.

12 = Large numbers of un-coffined human remains.

13 = Spec Auth UWA Level 1.

14 = Spec Auth UWA Level 2.

15 = Spec Auth UWA Level 3.

<sup>2</sup> Outline description e.g. Patrolling in CBA, Welding in protective clothing, chef, repairing vehicles, etc.

<sup>3</sup> Total hours on unpleasant working task in the locally determined working day/shift or equivalent. Where appropriate, only days where the necessary 4 hours have been completed are to be carried forward to the summary for payment.

<sup>4</sup> Minimum rank OF 3

The detail contained on this control sheet is an accurate record of the claimant's entitlement to UWA and I authorise payment as summarised in the Monthly Summary Totals above right.

Name \_\_\_\_\_ Rank<sup>4</sup> \_\_\_\_\_ Appointment \_\_\_\_\_ Date \_\_\_\_\_

Payment Actioned By: Rank \_\_\_\_\_ Initials \_\_\_\_\_ Unit \_\_\_\_\_ Date \_\_\_\_\_

# Chapter 16 Section 2 – Unpleasant Living Allowance

## Unpleasant Living Allowance (Sea)

### General

**16.0201. Aim.** The aim of Unpleasant Living Allowance(Sea) (ULA(S)) is to support and improve retention by compensating certain Service personnel accommodated in RN ships where living conditions when alongside fall below a minimum standard, assessed against prescribed modern design guidance for ship accommodation. It also recognises that personnel serving in seagoing surface units, unlike personnel who work in submarines, have no entitlement to Single Living Accommodation (SLA) ashore when their unit is alongside in the UK and that, other than accompanied personnel, their permanent living accommodation in Base Port is normally on board ship. ULA acknowledges the continuing hardships of living on board a seagoing unit when alongside in Base Port or elsewhere in the UK.

**16.0202. Income Tax and National Insurance Contributions (NICs).** ULA(S) attracts a personal liability for both Income Tax and NICs. These are deducted automatically from the Service person's salary.

### Eligibility

**16.0203. Eligible Service Personnel.** Service personnel, irrespective of Personal Status Category (PStat Cat) or rank, will be eligible for payment of ULA(S), as follows:

- a. When accommodated overnight in a ship alongside in the UK where living conditions fall below Fleet Accommodation Standards; and
- b. When occupying multiple occupancy accommodation of 3 berths or more (irrespective of the number of actual occupants).

### Ineligibility

**16.0204. Ineligible Service Personnel.** The following Service personnel are ineligible for payment of ULA(S) :

- a. Those in receipt of Longer Separation Allowance (LSA). ULA(S) and LSA are mutually exclusive because ULA is only payable to Service personnel when alongside in the UK. In these circumstances Get You Home (GYH) Travel would normally be payable (other than at Base Port).
- b. Those in receipt of MCMV Environmental Allowance (MEA). MEA is paid during periods spent onboard overnight alongside in the UK or abroad, thus negating the requirement to pay ULA(S) to those eligible for MEA.
- c. Those in Base Port, occupying public or private accommodation and commuting daily to their unit. This includes personnel who carry out rostered overnight duties on board their ship.

- d. Sponsored Reserves and Cadet Force Adult Volunteers.

## Conditions

**16.0205. Qualifying Units.** Annex A to this Section lists all types of seagoing unit and whether they are either eligible or ineligible for ULA(S). This list will be reviewed annually by CNPS' PPA staff and held by the DBS MIL PERS-MIL OPS PACCC.

**16.0206. Commencement of Payment.** Payment of ULA(S) to eligible Service personnel will commence on:

- a. The 1<sup>st</sup> day a Service person joins a seagoing unit that is eligible for ULA(S) and is permanently accommodated on board in appropriate accommodation when alongside in the UK (in a Base Port or any other port); or
- b. The 1<sup>st</sup> day that a seagoing unit that is eligible for ULA(S) arrives alongside in its Base Port, and a Service person is accommodated onboard overnight in appropriate accommodation (but see paragraph [16.0204c](#)); or
- c. The 1<sup>st</sup> day that a seagoing unit that is eligible for ULA(S) arrives alongside in a UK port other than Base Port, where the visit is of 15 days or more, and the Service person is accommodated onboard overnight in appropriate accommodation. Where a visit is programmed to be of less than 15 days, but is subsequently extended, entitlement to ULA(S) will commence from the day the change is notified. LSA will cease on the day prior to the start of ULA(S) in such circumstances.

**16.0207. Cessation of Payment.** Payment of ULA(S) to eligible Service personnel will cease in the following circumstances:

- a. The 1<sup>st</sup> day that a Service person is no longer accommodated onboard overnight in a seagoing unit eligible for ULA(S) alongside in its Base Port.
- b. The 1<sup>st</sup> day of any period of absence from the eligible seagoing unit in excess of 72 hours, when the individual is not accommodated onboard overnight.
- c. The 1<sup>st</sup> day that a Service person is no longer accommodated onboard overnight in a seagoing unit eligible for ULA(S) alongside in a UK port other than Base Port, where the visit is of 15 days or more.
- d. The 1<sup>st</sup> day of any period that pay is not in issue and for periods for which pay is subsequently forfeited.
- e. The 1<sup>st</sup> day of Absence Without Leave (AWOL) or when an individual is declared as having deserted, whichever is earlier.

**16.0208. Concurrent Eligibility for Other Allowances.** Service personnel who qualify for ULA(S) and are engaged in work which would give them an entitlement to Unpleasant Work Allowance (UWA), may claim the appropriate level of UWA and ULA(S) concurrently. Annex A to Chapter 7 Section 2 details the entitlement of seagoing personnel to LSA, GYH Travel and ULA(S) allowances.

## Rates

**16.0209. Rate Calculation.** The Secretary of State for Defence confirms the rate of ULA(S). The SofS bases those rates upon recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendation on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). Normally, they recommend that the rate increases at the same percentage as the annual pay award. The rate of ULA(S) will be published annually by the AFPRB. The rate is also published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate is also at **Chapter 3 Section 1**.

## Method of Claim

**16.0210. Method of Claim.** Payment of ULA(S) will be automatically processed on the application of the appropriate accommodation type by the Single Accommodation Administrator.

## Method of Payment

**16.0211. Method of Payment.** Payment will be at a daily rate through the Service person's salary.

## Annex

A. Eligibility for ULA(S).

## Unpleasant Living Allowance (Operational)

### General

**16.0212. Aim.** The aim of Unpleasant Living Allowance (Operational) (ULA(O)) is to support and improve retention by compensating those Service personnel accommodated in austere conditions in authorised operational locations where living conditions fall below a minimum standard, assessed against Tier 1 deployed accommodation standards<sup>1</sup>. ULA(O) acknowledges the continuing hardships for prolonged periods of several weeks or more on Operational Deployments living in these conditions.

**16.0213. Income Tax and National Insurance Contributions (NICs).** ULA(O) attracts a personal liability for both Income Tax and NICs. These are deducted automatically from the Service person's salary.

### Eligibility

**16.0214. Eligible Service Personnel.** All Service personnel with the exception of Sponsored Reserves, irrespective of Personal Status Category (PStat Cat) or rank, will be eligible for payment of ULA(O) while serving in a qualifying FOB or PB for periods of 72 hours or more. This allowance is not applicable for personnel on patrol away from base, or who have to sleep with their vehicle, or in the field: such situations are a normal element of military life.

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<sup>1</sup> Joint Tactics, Techniques and Procedures 4-05 Operational Infrastructure

## Conditions

**16.0215. Qualifying Locations.** PJHQ (J1) will maintain a list of the locations where the payment of ULA(O) is permitted - this list will be reviewed on a 6 monthly basis to confirm continued entitlement. Should living conditions within an operational area not in receipt of ULA(O) be deemed to fall below the minimum standard, the J1 staff within the Theatre are to staff an application to PJHQ J1 to request consideration for receipt of the allowance. To specify, the following conditions are considered to be below the Tier 1 deployed accommodation standards:

- a. Cramped, impersonal, and particularly frugal sleeping areas.
- b. Requisitioned existing, dilapidated compounds and/or temporary non-hardened structures.
- c. Lack of separate recreational area.
- d. Rudimentary sanitation facilities, ablution facilities are extremely limited and subject to strict water conservation.
- e. Air conditioning is unavailable and the average Heat Stress Index, measured by the Wet Bulb Globe temperature, is above 32 between the hours of 2000-0600<sup>2</sup>.
- f. Excessive noise pollution from generator equipment.
- g. Accommodation situated within close proximity to an area with noisy activities e.g. storage area with associated activities which further intrudes on living conditions.
- h. Lack of power distribution and lighting.
- i. Lack of catering facilities/field kitchen.

**16.0216. Commencement of Payment.** Payment of ULA(O) to eligible Service personnel will commence from the 1<sup>st</sup> day of any period of 72 hours or more that a Service person is accommodated overnight in a qualifying FOB or PB.

**16.0217. Cessation of Payment.** Payment of ULA(O) to eligible Service personnel will cease in the following circumstances:

- a. The 1<sup>st</sup> day that a Service person is no longer deemed to be on the reported strength of the qualifying FOB or PB. When the FOB or PB is not their primary operational or duty location payment will cease on their day of departure from the qualifying location.
- b. Where the FOB or PB is their primary operational or duty location, from the 1<sup>st</sup> day of any period of temporary absence from the qualifying location in excess of 72 hours including hospitalisation, when the individual is not accommodated overnight in the qualifying location. Periods spent on long patrols or taskings after which the

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<sup>2</sup> JSP 539 Part refers.

individual returns directly to the qualifying FOB or PB are not deemed to be periods of absence.

c. Any period of time spent on R&R. For the purposes of ULA(O) the commencement of R&R will be classified as the 1<sup>st</sup> day of absence from the from the qualifying FOB or PB.

d. The 1<sup>st</sup> day of any period that pay is not in issue and for periods for which pay is subsequently forfeited.

e. The 1<sup>st</sup> day of Absence Without Leave (AWOL) or when an individual is declared as having deserted, whichever is earlier.

**16.0218. Concurrent Eligibility for Other Allowances.** Service personnel who qualify for ULA(O) and are engaged in work which would give them an entitlement to Unpleasant Work Allowance (UWA), may claim the appropriate level of UWA and ULA(O) concurrently. The payment of LSA is permitted concurrently with ULA(O).

## **Rates**

**16.0219. Rate Calculation.** The Secretary of State (SofS) for Defence confirms the rate of ULA(O). The SofS bases those rates upon recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendation on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). Normally, they recommend that the rate increases at the same percentage as the annual pay award. The rate of ULA(O) will be published annually by the AFPRB. The rate is also published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate is also at **Chapter 3 Section 1**.

## **Method of Claim**

**16.0220. Method of Claim.** Payment of ULA(O) will be automatically processed on the application of the appropriate accommodation type by the Single Accommodation Administrator.

## **Method of Payment**

**16.0221. Method of Payment.** Payment will be at a daily rate through the Service person's salary.

Annex:

A. Eligibility for ULA(S)

### ELIGIBILITY FOR ULA(S)

SERIAL (a)	ACCOMMODATION STANDARD (b)	CLASS OF SEAGOING UNIT (c)	ELIGIBLE FOR ULA(S) (d)
1	Maritime Acquisition Publication 01-107 or Z Standard	- CVF - Type 45 Destroyer (main accommodation spaces)	No
2	Naval Engineering Standard 107/17 (now obsolete) or DEFSTAN 02-107	- CVS; Landing Platform Dock; Landing Platform Helicopter; Type 23 Frigates; HUNT Class mine counter measures ships; SANDOWN Class minehunters - Transit RFA accommodation (if fitted out to DEFSTAN 02/107 specifications) - Type 45 Destroyer (austerity mess)	Yes but only for personnel in multi occupancy cabins of 3 bunks or more
3	Commercial Standard	Ice Patrol Ship; SCOTT and ECHO Class Survey Ships; River Class Patrol Ships; RFA Ships	No

# Chapter 16 Section 3 – Mine Countermeasures Vessels Environmental Allowance (MEA)

## General

**16.0301. Aim.** The aim of Mine Countermeasures Vessels (MCMV) Environmental Allowance (MEA) is to support and improve retention by compensating for poorer quality of working and living conditions in MCMVs relative to the rest of the Surface Fleet, and which is beyond that ordinarily compensated by the X-factor.

**16.0302. Income Tax and National Insurance Contributions (NIC).** MEA attracts a personal liability for both income tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility

**16.0303. General.** Service personnel, irrespective of Personal Status Category (PStat Cat) or rank, who are assigned to a MCMV categorised as a SLQU, will be eligible for the payment of MEA, as follows:

- a. When accommodated onboard overnight alongside in the UK (including base port) or abroad;
- b. When accommodated onboard overnight at sea.
- c. Flag Officer Sea Training (FOST) staff who visit MCMVs to provide formal training at sea for periods of more than 24 hours and are accommodated overnight on board (with no time alongside for the duration of their visit).

## Ineligibility

**16.0304. Ineligible Service Personnel.** The following Service Personnel are ineligible for payment of MEA:

- a. Those who are not accommodated overnight in an MCMV. This includes personnel who live at home and travel into work, or those for whom alternative accommodation is provided ashore (for example, during a CO's week).
- b. Those accommodated onboard overnight who are not assigned to the eligible unit (Seariders or overnight visitors for example).

## Entitlement

**16.0305. Qualifying units.** All MCMVs which are categorised as a SLQU.



**16.0306. Commencement of Payment.** Payment of MEA to eligible Service Personnel will commence on:

- a. The 1<sup>st</sup> day a Service person joins an MCMV that is categorised as an SLQU and is accommodated overnight on board when alongside in UK (including in base port) or abroad.
- b. The 1<sup>st</sup> day a Service person assigned to an MCMV that is categorised as an SLQU proceeds to sea for a period of one overnight trip or more.

**16.0307. Cessation of Payment.** Payment of MEA to eligible Service personnel will cease in the following circumstances:

- a. The 1<sup>st</sup> day that a Service person is no longer accommodated onboard an eligible unit when alongside in UK (including base port) or abroad.
- b. The 1<sup>st</sup> day of any period of absence from the eligible seagoing unit in excess of 72 hours, when the individual is not accommodated onboard overnight.
- c. The 1<sup>st</sup> day of any period that pay is not in issue and for periods for which pay is subsequently forfeited.
- d. The 1<sup>st</sup> day of Absence Without Leave (AWOL) or when an individual is declared as having deserted, whichever is earlier.

**16.0308. Concurrent Eligibility for Other Allowances.** Service Personnel who qualify for MEA will not be eligible for payments of Unpleasant Living Allowance (Seagoers) ULA(S) concurrently. Service personnel who are engaged in work which would give them an entitlement to Unpleasant Working Allowance (UWA) may claim the appropriate level of UWA and MEA concurrently.

## Rates

**16.0309. Rate Calculation.** The Secretary of State for Defence confirms the rate of MEA based on recommendations made by the Armed Forces Pay Review Body's (AFPRB's) annual report. The AFPRB base their recommendation on evidence gathered (from MoD papers of evidence, visits to military establishments and other specifically commissioned studies). The rate of MEA will be published annually by the AFPRB and is also published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel" and the current rate is also at **Chapter 3 Section 1**.

## Method of Claim

**16.0310. Method of Claim.** Payment of MEA will be automatically processed on the application of the appropriate accommodation type by the Single Accommodation Administrator.

## Method of Payment

**16.0311. Method of payment.** Payment will be at a daily rate through the Service person's salary.

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

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# Chapter 17 Section 1 – Miscellaneous Expenses

**17.0101. List of Miscellaneous Expenses.** A number of miscellaneous expenses and entitlements are detailed in other regulations and these are summarised at **Annex A** to this Section.



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Annex A to Section 1 of Chapter 17

SERIAL (a)	TITLE OF ALLOWANCE (b)	AIM AND ADDITIONAL INFORMATION (c)	TAXABLE STATUS (d)	REGULATIONS AND REFERENCES (e)
1	Reimbursement of Medical, Dental, Optician & Prescription Fees	<p><b>Aim:</b> To reimburse charges incurred by Service personnel for dental and medical treatment, treatment by an optician and prescriptions from civilian facilities that would otherwise be provided by Service sources free of charge.</p> <p><b>Rates:</b> The refunds are paid as actual receipted admissible costs.</p> <p><b>Method of Claim:</b> Refunds are claimed using the JPA Expenses Claim system as detailed in the JPA Self Service User Guide. For those personnel with no access to the JPA on-line system, JPA Form F016 is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto JPA Form F016a which will then be despatched to JPAC for input to JPA.</p>	Non-taxable.	<p>RN: <b>BR 1991</b></p> <p>Army: <b>AGAls</b> Chapter 66</p> <p>RAF: <b>AP 1269</b></p> <p>Provision of Eyewear <u>2021DIN06-009</u></p>

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Annex A to Section 1 of Chapter 17

SERIAL	TITLE OF ALLOWANCE	AIM AND ADDITIONAL INFORMATION	TAXABLE STATUS	REGULATIONS AND REFERENCES
(a)	(b)	(c)	(d)	(e)
2	Reimbursement of Telephone and Postal Fees	<p><b>Aim:</b> To reimburse charges incurred by Service personnel for telephone and postal charges that would otherwise be provided by Service sources free of charge.</p> <p><b>Rates:</b> The refunds are paid as actual receipted admissible costs.</p> <p><b>Method of Claim:</b> Refunds are claimed using the JPA Form F016. It is to be completed and submitted to unit HR Admin staff for input onto JPA using the Zoom facility. Cadet Force Adult Volunteer (CFAV) should complete JPA Form F016 and submit it to unit HR admin staff who will check the form and confirm entitlement prior to transcribing the full entitlements onto JPA Form F016a which will then be despatched to JPAC for input to JPA.</p>	Non-taxable.	

# Chapter 17 Section 2 – Experimental Test Allowance

## General

**17.0201. Aim.** The aim of Experimental Test Allowance (ETA) is to provide a small compensatory payment in recognition of the discomfort and effort involved by those Service personnel who participate in officially approved experimental tests.

**17.0202. Income Tax and National Insurance Contributions (NICs).** ETA attracts a personal liability for both Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility

**17.0203. Eligible Service Personnel.** All Service personnel (including Reserve personnel but with the exception of Sponsored Reserves and Cadet Force Adult Volunteers) participating in experimental tests outlined at paragraph **17.0204** are eligible for ETA.

## Conditions

**17.0204. Types of Experimental Tests.** For the purposes of ETA, an approved experimental test could include, but is not limited to, one of the following:

- a. **Invasive Procedures.** A single invasive procedure (e.g. the use of monitoring instruments in or on the body).
- b. **Provision of Samples.** The production of each sample (e.g. blood, urine or faeces).
- c. **Exposure to Stressful Conditions.** A test in stressful conditions that usually lasts for more than 10 minutes. It may be appropriate for a test period of 30 minutes to apply to immersion in cold water or physical exercise in protective clothing. In extremely stressful conditions, such as high G acceleration, exposure to arctic or tropical climates, or those involving real personal risk, a test period of less than 10 minutes may apply. The appropriateness of any test period for each test would be for the Director of Establishment or Medical Officer-in-Charge to determine, bearing in mind that a cash incentive to undergo stressful conditions beyond the reasonable safety health margin, is not acceptable.
- d. **Parachute Testing.** The testing of experimental parachutes and novel parachuting techniques.
- e. **Clothing and Equipment.** Accelerated-wearing trials and/or physiological tests for new pattern equipment, arctic or tropical clothing under actual or simulated arctic or tropical conditions.

- f. **Other Tests.** Other tests approved by the MOD Research Ethics Committee (MODREC) including research questionnaires.

**17.0205. Approval of Tests and ETA.** Irrespective of the type of test outlined at paragraph **17.0204**, and prior to them taking place, the MODREC must provide a Favourable Opinion for tests as part of any proposed research proposal application to MODREC (in accordance with JSP 536). MODREC is the sole authority for the payment of ETA. The definition of a single test must be defined in the research proposal by the chief investigator. Only tests that have had the rationale for the award of ETA explained as part of their ethical research proposal and have gained a Favourable Opinion from MODREC will attract the allowance. The maximum permitted number of tests that can be conducted by each Service person per day is also to be approved by MODREC.

**17.0206. Test Records.** The establishment carrying out the tests is to record details of the tests carried out, and is to retain the original information sheet and completed consent form in perpetuity.

## Rates

**17.0207. Rate Calculation.** The Secretary of State for Defence confirms the rate of ETA. The SofS bases those rates upon recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendation on evidence gathered (e.g. from MOD Papers of Evidence, visits to military establishments, other specially commissioned studies). Normally, they recommend that the rate increases at the same percentage as the annual pay award. The rate of ETA will be published annually by the AFPRB. The rate is also published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate is also at **Chapter 3**.

## Method of Claim

**17.0208. Method of Claim.** Payment is to be authorised at the relevant establishment and notified by the unit HR admin staff at that establishment direct to JPA via a 'batch element entry'. This allows an entry to be made by a unit without having access to the Service person's full JPA record.

## Method of Payment

**17.0210. Method of Payment.** Payment of ETA will not be made without the authority of the chief investigator. Payment of ETA is on a 'per test' basis, which varies depending on the trial or study undertaken. Payment will be through the Service person's salary.

# Chapter 17 Section 3 – Compensation for Lost and Damaged Personal Effects

## General

**17.0301. Aim.** The aim of Compensation for Lost and Damaged Personal Effects is to compensate a Service person for articles lost, destroyed or damaged resulting from the exigencies of the Service, and relate only to one-off payments for which the MOD is not otherwise liable (i.e. *ex gratia* payments).

**17.0302. Income Tax and National Insurance Contributions (NICs).** Compensation for Lost and Damaged Personal Effects attracts a liability for both Income Tax and NICs. These are met by the MOD and paid by DBS under PSA.

## Eligibility

**17.0303. Admissible Compensation.** Regular and Reserve personnel, (except for Sponsored Reserves, whose claims require the exceptional authority of the DBS MIL PERS-MIL OPS PACCC) are eligible to claim in the following circumstances:

- a. When the loss or damage results from the exigencies of military service (see paragraph **17.0313**); and
- b. When compensation for the loss or damage cannot be obtained under an existing insurance policy or from other sources; and
- c. When the loss or damage was not due to carelessness or negligence on the part of the claimant or their representative and could not have been avoided by them.
- d. When a claim is partially settled by an insurance company and the shortfall (inclusive of any excess on the insurance policy) exceeds £20, as long as all the conditions in sub-paragraphs **17.0303a** to **c** are met.

## Ineligibility

**17.0304. Inadmissible Compensation.** Service personnel (including Reserve personnel in accordance with paragraph **17.0303**) are ineligible to claim in the following circumstances:

- a. When claims are submitted to the CO more than one month after the date of loss or damage (without reasonable cause for delay).
- b. When losses or damage are sustained to items in the possession of the Service person while proceeding on, during or returning from all types of leave.
- c. When money is lost or stolen.

- d. When an article is covered by insurance, for which reimbursement has been received as a result of an insurance claim (other than as at paragraph **17.0303d**).
- e. When any loss or damage amounts in all to less than £20 in value.
- f. When damage is caused to a private motor vehicle or aircraft, except when used in public service (see paragraph **17.0313c**).
- g. When the loss or damage is to the private property of children's nurses or other private civilian employees of Service personnel. Such private employees should be advised of the desirability of fully insuring their effects against all risks.
- h. When the loss of property is due to theft by a Service person's employee (e.g. cleaner, babysitter).

**17.0305. Insurance.** Except to the extent permissible under paragraphs **17.0303** and **17.0313**, compensation will not be paid for any loss or damage which arises from the ordinary risks of civil life, such as fire, theft, loss in transit, etc. The fact that these risks arise during Service life does not mean that they arise from the exigencies of the Service or are uninsurable risks. Service personnel are therefore advised to protect themselves by taking out insurance against loss for which compensation cannot be granted in full or in part from public funds.

**17.0306. Cost of Insurance Premiums.** The cost of insurance for personal effects cannot be admitted as a charge against public funds, except as provided for within Disturbance Expenses and by Insurance Allowance (see **Chapter 12 Sections 1** and **2**).

## Conditions

**17.0307. Public Property Held on Personal Charge.** Service personnel are advised that they may be liable to make good the loss of, or damage to, public property (e.g. clothing or equipment) that they hold on personal charge or loan if the loss or damage has been caused through negligence on their part. In addition to insuring against loss of personal private property from the normal hazards of fire, theft, damage and the like, it is in their interest to insure any public property on personal charge. A Service person will not be held responsible for loss or damage which, after due investigation, was deemed to be outside their control.

**17.0308. Losses Occurring During Transit.** Compensation claims for losses occurring during transit should be made against the carrier company or an insurance company. It is important that claims are made in writing within the periods prescribed in the company's regulations. Failure to obtain compensation, because a claim is not made in due time or is otherwise invalid, or because insurance had not been affected in respect of the articles and risks described in paragraph **17.0304**, will not be accepted as grounds for a claim for compensation from public funds. Any legal costs incurred by Service personnel in pursuit of insurance claims will not be borne by the MOD.

**17.0309. Baggage.** Baggage should always be insured against the risks of transit, whether or not it is accompanied by the claimant, including moves to and from the UK and between overseas stations (see also paragraph **17.0308**).

**17.0310. Band/Mess Property.** Band committees are to take out adequate insurance for all band property vested in the Defence Board and, in view of the provisions of this

Section, they are also strongly advised to insure all other property owned by or on loan to such committees and so protect themselves from the cost of replacement in the event of loss or damage. Guidance on the insurance of Mess property is contained in single-Service Queen's Regulations.

**17.0311. Investigation of Loss and Damage.** Where apparently admissible loss, damage or destruction occurs, the circumstances and the extent of the loss or damage are to be investigated by the CO, who may, if necessary, convene a Unit Inquiry for the purpose. If the circumstances appear to warrant it, a Service Inquiry may be convened. The Service Inquiry or Unit Inquiry is to report and record an opinion as to:

- a. Whether the loss or damage was the fault of the claimant.
- b. Whether the loss occurred in circumstances unavoidable by the claimant.
- c. Whether every effort was made to prevent the loss or minimise the damage.
- d. What efforts were made by the claimant, or their unit, to trace and recover any missing articles.
- e. What efforts were made by the claimant to recover the loss or damage through private insurance.

**17.0312. Claims from Service Personnel on Loan Service or Secondment.** Claims from Service personnel on loan or secondment to other Nation Forces are not covered by these regulations but, in exceptional circumstances, cases may be referred to the Common Law Claims & Policy (CLC&P) Division for consideration.

## Loss or Damage

**17.0313. Causes of Loss or Damage.** Loss or damage will be regarded as being caused by the exigencies of military service when it arises out of any of the following circumstances:

- a. The conditions of active service.
- b. During transit or storage at public expense where normal insurance against loss or damage was unobtainable.
- c. Loss or damage caused as a consequence of a transport accident (e.g. driving or flying) whilst on duty.
- d. Fire or flood in barracks, or other planned Service accommodation areas (e.g. tented camps, ships, misappropriated SFA), except in cases where it is clear that the MOD has no liability.
- e. Loss of, or damage to, property returned to the unit store or otherwise entrusted to official custody during the absence of the claimant (e.g. on leave, long courses, operations).
- f. Destruction by official order to prevent the spread of infectious or contagious disease (see paragraph **17.0314**).



- g. The faulty construction or bad repair of all forms of Service accommodation.
- h. Death or destruction of horses in consequence of disease contracted from Service animals or infected quarters or of exceptionally unsanitary conditions (e.g. on board ship<sup>1</sup>) or of accidental injuries, not arising from any internal disorder, received while the animal was being used in the public service.

**17.0314. Destruction Orders.** If infected uniform is ordered to be destroyed, and the destruction is as a result of a Service need, compensation may be assessed in accordance with paragraphs 1 and 2 of **Annex A** to this Section. A list of the articles destroyed should be made and a certificate from the medical officer stating the necessity for destruction should be attached to the claim.

**17.0315. Exceptional Circumstances.** If loss or damage should arise from exceptional circumstances not mentioned in paragraph **17.0313** but which might be considered to be military exigencies, special consideration of the case will be given in accordance with **Annex B** of this Section. Claims considered under this paragraph must still satisfy the requirements of paragraph **17.0303b** and **c**.

## Entitlement

**17.0316. Articles for Which Compensation may be Granted.** Compensation may be granted within the following classes:

- a. **Class A.** Articles of uniform, military kit and equipment's which are required by regulations and are replaced at private expense. Claims for articles falling within this Class are to be decided at the time, but payment may be withheld until re-provision becomes necessary.
- b. **Class B.** Subject to the exclusions referred to under paragraph **17.0316e**, personal effects and clothing not covered in paragraph **17.0316a** and single-Service Materiel Regulations, which it was reasonable for the Service person to have in their possession at the time of loss. Compensation is intended to cover such items as personal toiletries, civilian and sports clothing, but other items not otherwise excluded by these regulations may be admitted. However, the CO or, for claims in excess of £500, the appropriate approving authority in accordance with **Annex B** to this Section, must be satisfied that each article has been reasonably valued and that the appropriate depreciation has been applied.
- c. **Class C.** Articles of civilian clothing where such clothing has been specially ordered to be worn on military duty.
- d. **Class D.** Books and instruments which are necessarily used for the benefit of the Service.
- e. **Class E.** Family effects, not covered by insurance policies due to the Service implication of the claim, as are conventionally necessary to conform to the military standing of the Service person concerned but excluding consumable stores and

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<sup>1</sup> Military horses are moved on ships or aircraft depending on where they are bought and/or where they work (e.g. from the Republic of Ireland to the GB mainland).



articles of luxury and of artistic and antiquarian value. Compensation will, however, be considered to the extent to which such articles replace conventional articles and on the basis of the value of the latter.

f. **Class F.** Private furniture not included under paragraph **17.0316e**, but within the scales laid down for accommodation furnished at public expense.

g. **Class G.** Band and Mess property, limited to articles considered necessary, and in the case of mess property excluding silver plate, consumable stores and any items provided as an approved official issue (see also paragraph **17.0310**).

h. **Class H.** Horses, which are the private property of Service personnel, necessarily kept for military purposes within the number for which forage is admissible.

## Rates

**17.0317. Rate Calculation.** The compensation will be assessed on the reasonable cost of replacing the article with a new one, less depreciation, where applicable in the respect of wear and tear according to the condition of the article at the time of loss. Guidelines for calculating the amount of compensation payable are published periodically in Defence Information Notices (DINs) by MOD – CLC&P Division. Compensation in respect of the family effects of a Service person (**Class E**) will be assessed by MOD – CLC&P Division in accordance with paragraph **17.0316e**. Compensation cannot be granted for loss or damage which amounts, in all, to less than £20 in value (see paragraphs **17.0303d** and **17.0304e**). Limits for certain **Class B** items are set down at paragraph **17.0316b**.

## Method of Claim

**17.0318. Reporting.** A claimant's report of loss or damage is to be made immediately upon discovery, and failure to do this, with the consequent delay in the investigation of the circumstances thereof, may be held as sufficient reason for rejection of any claim.

**17.0319. Claim Process.** The claim process is at **Annex A** to this Section. Where a claim is made which alleges negligence on the part of the MOD, its servants or agents, it should be submitted through the chain of command to MOD CLC&P Division under the provisions of the appropriate single-Service Queen's Regulations.

## Method of Payment

**17.0320. Method of Payment.** Claims that are approved are paid through the Service person's salary.

## Annexes

- A. Method of Claim.
- B. Levels of Approval Required for Claims.

## METHOD OF CLAIM

1. **Submission of Claims.** Claims are to be submitted on JPA F014 to the CO of the unit within one calendar month of the date of the incident, whether or not full information is available. Additional information should be forwarded as and when it becomes available.
2. **Evidence of Ownership.** Claimants may be required to produce evidence of ownership and of the value of the article for which they are claiming compensation. Where the claimant has subsequently died, MOD CLC&P Division may require proof that replacement of lost articles was made before death. Authorised compensation payments for deceased Service personnel will be paid into their estates.
3. **Substantiating a Claim.** A Service person who is insured against loss or damage should, when necessary, for the purpose of substantiating a claim against an insurance company, apply to their CO for a suitable document, giving such factual information as is available concerning the loss or damage.
4. **Cleaning or Repair of Damaged Articles.** Claims for the cost of cleaning or repair of damaged articles will be subject to the same eligibility assessment as claims for losses. They are to be supported by receipted bills. The full cost of cleaning or repair may be paid provided that this does not exceed the depreciated<sup>1</sup> value of the article for which compensation has been claimed.
5. **Replacement - A Condition of Compensation.** When it is necessary to replace a lost/damaged article, the claimant is to produce the receipt of purchase of the new article or to give written undertaking that replacement will be effected as soon as possible after compensation has been received.
6. **Approval and Payment of Claims.** The levels of approval required for claims are at **Annex B** to this Section.
7. **Settlement of Claims.** Claims which can be settled within the financial powers set down in **Annex B** to this Section should be dealt with without delay. All other claims, including doubtful or disputed claims, are to be forwarded to the MOD CLC&P Division, as necessary, for consideration and advice.

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<sup>1</sup> The straight-line method of depreciation will be used, where depreciated value = (Cost – Resale value (if applicable) ÷ life expectancy) x years of life expectancy remaining.

## LEVELS OF APPROVAL REQUIRED FOR CLAIMS

Serial	CLASS OF CLAIM, (SEE <u>17.0316</u> ) AND WHETHER INDIVIDUAL OR MULTIPLE	AMOUNT OF AN INDIVIDUAL CLAIM				
		£500 or less	Exceeding £500 but not more than £1,000	Exceeding £1,000, but not more than £3,000	Exceeding £3,000, but below £5,000	£5,000 and above
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	<b>Individual Claims, Classes A, B, C and D</b>	COs	Nominated HLB Staff	Nominated TLB Staff	Through appropriate channels to DBS MIL PERS-MIL OPS PACCC	MOD CLC&P Division supported by CO's report in accordance with paragraph 1 of <b><u>Annex A</u></b> to this Section and comments of HLB/TLB as appropriate.
2	<b>Individual Claims, Classes E to H</b>	MOD CLC&P Division supported by CO's report in accordance with paragraph 1 of Annex A and comments of HLB/TLB as appropriate.				
3	<b>Multiple Claims (i.e. from different personnel arising from the same incident), any Class</b>	COs	Nominated HLB Staff	If any individual claim exceeds £1,000, it must be sent to MOD CLC&P Division accompanied by the CO's report in accordance with paragraph 1 of <b><u>Annex A</u></b> to this Section and comments of HLB/TLB as appropriate.		

All exceptional claims (see paragraph **17.0315**), if supported by the chain of command, are to be passed to MOD CLC&P Division for consideration.

# Chapter 17 Section 4 – Service Risks Insurance Premium Refunds

## General

**17.0401. Aim.** The aim of Service Risks Insurance Premium (SRIPs) refunds is to contribute towards the extra cost incurred by eligible Service personnel when insuring themselves against particular Service risks.

**17.0402. Income Tax and National Insurance Contributions (NICs).** SRIPs attract a liability for Income Tax and NICs for personnel on a UK assignment. The Tax and NICs will be met by MOD and paid by DBS under PSA. In accordance with ITEPA 2003 Section 299 SRIPs are non-taxable for Service personnel assigned outside UK.

**17.0403. Geographical Limitations and Double Accident Cover.** Service personnel are advised to examine very carefully any insurance policy they are offered to ensure it meets their needs as caveats may be included that limit the cover being offered. For example, flying risk cover may be offered that has a geographical limitation (e.g. Europe only). Such limitations will almost invariably be unsuitable for military aircrew. It should be possible to obtain worldwide cover although an additional premium may be required. The term “double accident” cover may be used by insurers and may bring with it certain limitations to the cover provided. Service personnel should satisfy themselves that they fully understand and accept what terms such as “double accident” cover mean and any limitations they impose before adopting the policy.

## Eligibility

**17.0404. Eligible Service Personnel.** Regular and Reserve personnel, (except for Cadet Force Adult Volunteers, who are ineligible and Sponsored Reserves who may claim only with the exceptional authority of the DBS Pay and Allowances Casework Cell) who are required to pay extra premiums if they wish their insurance policies to cover Service risks, may receive assistance from public funds towards the costs incurred if they are:

- a. Training for, or employed on, aircrew duties which require them to fly in Service aircraft and incur Service flying risks.
- b. Not currently employed as indicated in sub-paragraph **17.0404a**, but have so served and expect to undertake such duties again.
- c. Service personnel other than those in sub-paragraphs **17.0404a** and **b** who, by virtue of their duties, are required to fly regularly (as either passengers or crew) in Service aircraft (e.g. RN Flight Maintainers).
- d. Called upon to make parachute descents as part of their normal duties.
- e. Employed on bomb disposal and/or mine clearance duties.
- f. Employed as divers as part of their normal duties.
- g. Serving, or warned to serve, in Northern Ireland.

- h. Serving on operations overseas or within the UK. These claims will require the exceptional authority of the DBS MIL PERS-MIL OPS PACCC
- i. Employed on mountain leader and/or mountain rescue duties.
- j. Employed on aerial erector and/or maintenance duties.
- k. Special Forces and/or Special Duty personnel.
- l. Employed on Submarine Escape Training Tank and Submarine Parachute Assistance Group duties.

## Conditions

**17.0405. Premium Reduction.** Expenditure on insurance against the above Service risks will not be refunded unless it has been necessarily incurred. In the event of any change of circumstances or if there is a general reduction in the rate of premium charged by companies, it is the claimant's responsibility to check whether extra premiums should be reduced. Failure to take this action may result in the payment of the claim being delayed or disallowed or the amount incorrectly claimed recovered from the claimant.

**17.0406. Casual Flying Risks.** Assistance will not normally be granted towards extra premiums sometimes payable to cover "casual" flying risks such as an infrequent air trooping flights or as a passenger, whether on or off duty. However, DBS MIL PERS-MIL OPS PACCC will consider a claim where a Service person can show that no acceptable alternative insurance cover could be obtained.

**17.0407. Eligible Policies.** The type of policies that qualify for partial refunds of extra premiums paid for particular Service risks are as follows:

- a. Whole life.
- b. Endowment.
- c. Family income.
- d. Mortgage protection.
- e. Life insurance only pension policies, for which the whole of the premium is attributable to term life cover. Life insurance only pension policies, which were issued before December 2006, qualify for tax relief. For such policies the refund should be calculated by applying the limitation on refunds set down in paragraph **17.0421** to the premium loading with tax relief deducted.
- f. Short term and temporary life policies, provided they are taken out for terms of not less than 4 years; policies for shorter terms may be authorised at the discretion of DBS MIL PERS-MIL OPS PACCC. The sum assured in "family income" or similar policies will be deemed to be the value of the capital sum assured, plus the commuted value of the "family income" benefit in the first year of the policy.

Refunds will be admissible on policies held by the spouse/civil partner of eligible Service personnel but not on policies held by other persons.

**17.0408. Ineligible Policies.** Personal Accident policies do not normally qualify for a refund of extra premiums for Service risks. However, DBS MIL PERS-MIL OPS PACCC will consider a claim if a Service person can show that they could only obtain cover against Service risks by resorting to accident insurance.

**17.0409. Limitations of Refunds.** Entitlement is limited to refunds on an eligible policy or policies which offer cover up to the total maximum sums from the year the policy commenced as detailed at **Annex A** to this Section.

- a. If the cover offered exceeds the maximum sum assured then a proportionate refund can be claimed to the maximum sum assured from the year the policy commenced.
- b. Where 2 or more policies are held totalling more than the maximum sum assured, refunds will be made only to the permitted maximum sum assured from the year the policies commenced. This may result in a percentage of a policy premium being claimed.
- c. Where insurance policies as listed in 17.0407 combine cover for eligible activities, as detailed in 17.0404, AND ineligible policies, such as personal accident cover, the SP is to contact their insurance provider for a breakdown of premium costs associated with the eligible activity only.

**17.0410 Extra Premiums Charged for Other Risks.** Extra premiums charged for risks other than those in paragraph **17.0404** (e.g. civilian flying) are outside the scope of SRIPs. However, if, for example, a Service person incurs additional premiums because they carry out a significant amount of private non-Service as well as Service related flying, one half of the additional premiums will be regarded as covering the Service element and refunds will be in accordance with paragraph **17.0409**.

**17.0411. Family Income and Decreasing Term Policies.** In applying the limits in paragraph **17.0409**, the sum assured of a family income or similar policy, or a decreasing term policy, is to be calculated as follows:

- a. **Family Income or Similar Policy.** The commuted value of the family income benefit in the first year of the policy plus the value of any capital sum is to be regarded as the sum assured.
- b. **Decreasing Term Policy.** In decreasing term policies the sum assured, or in certain cases the commuted value of the sum assured, decreases annually over the term of the policy; the extra premium being related to the sum assured in the first year of the policy and remaining constant throughout. For individuals holding such policies, the sum assured will be regarded as being 8/9ths of the sum assured in the first year of the policy, subject to the current maximum allowable as shown at paragraph **17.0409** and **Annex A**. This formula does not apply to any fixed capital sum that may be included in the policy.

Example:



Fixed Capital Sum	£500
Decreasing Term Element (£900 x 8/9 <sup>ths</sup> )	£800
Assessed Sum Assured	£1300

Renewals and extensions of short term and temporary life policies will be considered as new contracts and will count towards maximum entitlement.

**17.0412. Lapsed, Surrendered or Converted Policies.** In the case of lapsed, surrendered or converted policies, the surrender or conversion value of the policy should be deducted from the agreed ceiling (as shown at paragraph **17.0410** and **Annex A** to this Section) in order to assess the maximum assured sum on which refunds may be made on future policies. Where extra premiums in respect of Service risks are being paid on more than one policy the amount of refund will be calculated as in paragraph **17.0411**, as if the individual concerned were paying extra premiums on one policy within the maximum referred to at paragraph **17.0410** and **Annex A** to this Section. Refunds will be admissible on policies held by the spouse/civil partner of eligible Service personnel but not on policies held by other persons. Renewals and extensions of short-term and temporary life assurance policies will be considered as new contracts and will count towards maximum entitlements. Claimants must provide evidence from the insurers of the surrender value and the date on which premiums ceased.

**17.0413. Modification and Termination.** CDP(AF Rem) Allces may modify or terminate SRIPs entitlements at any time. Any claim submitted before the termination or modification was announced, would not, however, be affected. Those who have already taken out insurance against Service risks and as a consequence of significantly increased risk to Service personnel are required to pay an increased premium, retain an entitlement to SRIPs at the existing rate of payment. If existing policy holders take out a new policy it will be subject to any limitation on SRIPs at that time.

**17.0414. Terminated Liability.** Any claimant who has been reimbursed in respect of expenditure on extra premiums, and is subsequently able to reclaim the whole or part of the extra premium because they have ceased to incur the risks for which the extra premium was charged or because the policy has been cancelled, will be required to refund to public funds the whole, or a portion of the amount originally paid to them.

**17.0415. Extra Premiums Charged for Other Risks.** Extra premiums charged for risks other than those in paragraph **17.0404** and **17.0405** (e.g. civilian flying) are outside the scope of SRIPs. However, if, for example, a Service person incurs additional premiums because they carry out a significant amount of private non-Service as well as Service related flying, one half of the additional premiums will be regarded as covering the Service element and refunds will be in accordance with paragraph **17.0410**.

**17.0416. Discharged Personnel.** If a claimant is due to leave the Service before the expiration of a period for which refund has been made, the over-issue is to be assessed by the unit HR admin staff and recovered prior to the claimant leaving the Service. Recovery action need not be taken if the claimant provides the unit HR admin staff with a statement from the insurers that the company will not repay the amount of the extra premium.

**17.0417. Deceased Personnel - Outstanding Refunds.** Unit HR admin staff are to obtain details from the insurance company concerned of any extra premiums paid since the last claim and submit a claim on behalf of the individual's estate.

**17.0418. Paid Breaks in Service.** No recovery will be made of a refund that has already been paid for a period that falls within a paid break in service (e.g. statutory maternity leave).

**17.0419. Unpaid Breaks in Service.** No recovery will be made of a refund that has already been paid for a period that falls within an unpaid break in service. No new claims will be admissible during such unpaid breaks.

## Rates

**17.0420. Calculation of Refunds.** The total maximum sum assured is increased annually in line with the annual AFPRB pay award. It is calculated by taking the top rate of flying pay, plus the pay of a Flt Lt or equivalent after 5 years and then multiplying the total by three. Flt Lt or equivalent after 5 years in receipt of top rate flying pay is a “marker rank” for one of the high risk trades, who receive specialist pay and are eligible to claim SRIPs. The total is multiplied by 3 years’ pay which is a reasonable level of insurance cover for an individual to take out and is in line with the death in service benefit payable under AFPS 75.

**17.0421. Limitations of Refunds.** Assistance is limited to a maximum refund as follows:

- a. **For Policies Taken out Prior to 14 March 1984.** 75% of the extra premiums paid on a policy, or policies, having a total sum assured not exceeding the amounts shown in **Annex A** to this Section.
- b. **For Policies Taken out on or After 14 March 1984.** 90% of the extra premiums paid on a policy, or policies, having a total sum assured not exceeding the amounts shown in **Annex A** to this Section. The current maximum is also shown in **Chapter 3**.

Maximum amounts will be published in the annual CDP(AF Rem) Allces Directed Letter “Rates of Entitlement for Allowances for Service Personnel”.

**17.0422. Trainees and Students.** Some trainees and students may initially be charged excess premiums at a lower rate. They may elect, if they wish, to waive claims for refund until an excess premium is charged on a policy at the full higher rate; in either case, refund is payable for a maximum of 6 years.

**17.0423. Belated Claims.** A belated claim may be submitted, on verification by unit HR admin staff, up to 6 years in arrears.

## Method of Claim

**17.0424. Method of Claim.** The extra costs incurred by those with PAX insurance will be calculated automatically by MOD and will be paid direct to Chartis; individuals need take no action. All other claims are to be submitted by individuals using JPA F010 after completion at Part D by the relevant insurance company. The completed JPA F010s are to be forwarded to unit HR admin staff for authorisation. The JPA F010s are to be submitted as follows:



Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

- a. Annual Premium Payments. Where the extra premium is paid annually as a lump sum, a claim is to be made immediately the annual extra premium is paid. If the extra premium is paid by monthly or quarterly instalments, a claim is to be made immediately the final instalment of a 12 month period has been paid.
- b. Quarterly Refunds. Students and trainees who decide to claim refunds during training may submit claims quarterly if they wish.
- c. Personnel who are claiming SRIPs on Personal Accident policies other than PAX may be eligible for an advance of pay iaw **JSP 754 02.0505k**. Separate arrangements are in place for PAX; see paragraph **17.0424** above.

Unit HR admin staff will input the entitlement to JPA via an 'Element Entry'.

## Method of Payment

**17.0425. Method of Payment.** SRIPs will be paid via the Service person's salary.

## Annex

A. Maximum Total Sums Assured.

## MAXIMUM TOTAL SUMS ASSURED

1. Refunds are limited to a policy or policies which offer cover up to the following total maximum sums assured as at the dates shown below (paragraph **17.0409** refers):

Serial (a)	Detail (b)	Date Policy Commenced					
		1 Apr 05	1 Apr 06	1 Apr 07	1 Apr 08	1 Apr 09	1 Apr 10
1	Maximum Sum Assured	£148,000	£152,000	£157,000	£162,000	£167,000	£170,000

Serial (a)	Detail (b)	Date Policy Commenced					
		1 Apr 11	1 Apr 12	1 Apr 13	1 Apr 14	1 Apr 15	1 Apr 16
2	Maximum Sum Assured	£170,000	£170,000	£174,000	£175,740	£177, 497	£179,272

Serial (a)	Detail (b)	Date Policy Commenced					
		1 Apr 17	1 Apr 18	1 Apr 19	1 Apr 20	1 Apr 21	1 Apr 22
3	Maximum Sum Assured	£181,065	£186,316	£203,000	£207,060	£208,000	£208,000

# Chapter 17 Section 5 – Discharge Subsistence Payment Service Personnel Under Sentence

## General

**17.0501. Aim.** The aim of the Discharge Subsistence Payment for Detainees Under Sentence (DUS) is to ensure that personnel discharged from the Services from the Military Corrective Training Centre (MCTC) have sufficient funds to meet their immediate needs. The payment is paid in line with Her Majesty's Prison and Probation Service (HMPPS) policy.

**17.0502. Income Tax and National Insurance Contributions (NICs).** Discharge Subsistence Payment is non-taxable.

## Eligibility

**17.0503. Eligible Service Personnel** All Service Personnel (including Reserve personnel, but not non-mobilised Regular Reserves and Cadet Force Adult Volunteers) and Civilians Subject to Service Discipline (CSSD), aged 18 and over who are discharged from MCTC after more than 14 days in custody after receiving a custodial sentence will receive the Discharge Subsistence Payment.

## Ineligibility

**17.0504. Ineligible Service Personnel.** The Discharge Subsistence Payment is not payable in the following circumstances:

- a. Those travelling to an address outside the United Kingdom. For the purpose of paying the Discharge Subsistence Payment, travel to the Channel Islands, the Isle of Man and the Republic of Ireland should be treated in the same way as travel to addresses within the United Kingdom;
- b. Detainees Not Under Sentence (DNUS).
- c. DUS who have served 14 days or less in custody since the date of sentence.
- d. Those awaiting deportation or removal from the United Kingdom.

## Rate

**17.0505. Rate.** The rate of payment is set at the rate of the HMPPS Subsistence Payment authorised by HMPPS policy: PSI 72/2011 updated 16 Aug 21 on behalf of the Secretary of State for Justice. The rate is notified to CDP(AF Rem) Allces by MCTC and is then published in the annual Directed Letter "Rates of Entitlement for Allowances for Service Personnel". The current rate is also shown in **Chapter 3.**

## Method of Payment

**17.0506. Method of Payment.** Payment is made in cash by MCTC via COM against RAC PCA001. A receipt should be provided to the discharged Service person which they should retain to be shown to the Department of Work and Pensions (DWP) on demand.

**17.0507. Discretionary Payment.** At the Commandant's discretion, an additional payment of up to £50 may be paid directly to a genuine accommodation provider to help the detainee secure a release address. The payment must not be made to the detainee or to a friend or relative of the detainee.

## Chapter 17 Section 6 – Refund of Nugatory Holiday Expenditure

### General

**17.0601. Aim.** The aim of Nugatory Holiday Expenditure (NHE) is to contribute towards the actual financial losses, within defined parameters, incurred in connection with planned holidays necessarily cancelled or curtailed because of the needs of the Service.

**17.0602. Income Tax and National Insurance Contributions (NICs).** In accordance with ITEPA 2003 Section 62 NHE attracts a liability for Income Tax and NICs. The tax and NICs will be met by MOD and paid by DBS under PSA.

### Definition

**17.0603. Holiday Expenditure.** For the purpose of this Section, holiday expenditure is defined as travel, accommodation and food for which payment has already been made prior to the holiday being cancelled or curtailed. Where a package holiday of any type is booked, holiday expenditure is defined as the whole package costs. Holiday expenditure may also include activities pre-booked as part of the holiday (e.g. diving lessons, ski equipment hire, excursions) for which refunds cannot be obtained from the activity booking agent.

### Eligibility

**17.0604. Eligible Service Personnel.** All Service personnel (including Reserve personnel but with the exception of non-mobilised Regular Reserves, Sponsored Reserves and Cadet Force Adult Volunteers) are eligible to claim when their holiday plans and, where appropriate, those of their accompanying immediate family (see paragraph **17.0610c**) are cancelled or curtailed as a result of unforeseen and unavoidable Service requirements. The following list of acceptable events is for guidance and is not exhaustive:

- a. Unplanned military commitments which could not have been foreseen and are outside the normal run of peacetime activity.
- b. Deployment of the UK Armed Forces at short notice in civil emergencies in the UK.
- c. Deployment of the UK Armed Forces overseas at short notice in support of the civil authorities or international organisations (e.g. United Nations or NATO), on the specific direction of HM Government.
- d. Temporary restrictions on leave travel to Northern Ireland or the Republic of Ireland.
- e. Service personnel being summoned to give evidence at a Court Martial, or at a civil court, following an incident witnessed during the course of military duties, or an

incident witnessed by an off-duty member of the UK Armed Forces at their place of duty.

- f. Service personnel who are required to act as direct substitutes for those who qualify under sub-paragraphs **17.0604a** to **c**.
- g. RN personnel who are sent on unplanned TOPMAST moves.
- h. Service personnel recalled from leave who qualify under paragraph **17.0613**.

## Ineligibility

**17.0605. Ineligible Service Personnel.** Refunds are not admissible in cases where:

- a. Holiday arrangements were made after Service personnel had been nominated for deployment standby and not authorised to take leave.
- b. A unilateral decision to curtail a holiday is taken by the Service person concerned in advance of and/or without a prior written order from their CO or equivalent.
- c. Cancellation or curtailment of a holiday is due to normal exigencies of the Service, such as:
  - (1) A Service person actively volunteers for duty in an existing, or forthcoming, military operation, regardless of the expected dates of any related assignments.
  - (2) A Service person is facing disciplinary or criminal proceedings involving either the military or the civil authorities.
  - (3) A Service person is faced with changes to, or continuation or extension of, normal peacetime duties (e.g. attendance at meetings, replacement personnel becoming unavailable, or extension of a military exercise).
- d. Cancellation or curtailment of a holiday is due to a Service person's participation in Adventurous Training, or adventurous pursuits.
- e. A Service person is required to give evidence to a civil court about an incident they have witnessed when off duty away from their duty station and which has no connection with their military duties.
- f. A family visit arranged within the Families Assistance for Visits Abroad (FAVA) Scheme is cancelled or curtailed as a result of the normal exigencies of the Service.

## **17.0606. Rest and Recuperation (R&R) and Operational Stand Down (OSD).**

Private holidays or travel arrangements booked to coincide with periods of R&R or OSD carry an increased risk of cancellation or curtailment. When this occurs there will be no entitlement to refunds of NHE.

**17.0607. Timeshare Properties.** Claims for losses relating to the maintenance of timeshare properties (e.g. ownership/leasehold periods, administration fees, running costs), are not admissible for refunds of NHE, as Service personnel should be aware of the risks posed by Service life to such long term arrangements. Losses in connection with actual expenditure incurred for a specific holiday planned in a timeshare (e.g. flight costs, car hire) may be reclaimed as described within this Section.

**17.0608. Delayed Departure.** No claim for additional expenditure or losses resulting from a delay in departure is admissible under NHE.

**17.0609. Inadmissible Costs.** Claims may not be submitted under these regulations for expenditure resulting from:

- a. Kennelling, quarantine or veterinary arrangements for any animal.
- b. Membership fees and hire costs relating to individual or group social and sports clubs, events and functions.

## Entitlement

**17.0610. General.** NHE payments will be considered only where holiday expenditure already incurred in anticipation of normal leave is rendered wholly or partly nugatory as a result of the cancellation or curtailment of that leave. Claims are to be limited to actual losses incurred and are subject to all the following conditions:

- a. There must be proof of expenditure (e.g. receipts).
- b. There must be evidence that all reasonable steps have been taken to obtain a refund of the original expenditure from the holiday operator, travel agent or insurance company; claims will not be considered until all such efforts have been exhausted. If, however, a refund is obtained from the holiday operator/travel agent or insurance company after receiving compensation from the MOD, the claimant must repay to the MOD such a sum as to ensure that the net compensation/refund does not exceed the original outlay.
- c. The losses should relate only to expenditure incurred by the Service person in respect of themselves and their immediate family (i.e. spouse/civil partner and/or dependant children) and not to that incurred by or on behalf of another relative, fiancé/fiancée, intended civil partner or friend. Claims may, however, be submitted in respect of expenditure incurred by, or on behalf of, a fiancé/fiancée or intended civil partner in cases where a marriage or registration of a civil partnership has been arranged which would have taken place before or during the cancelled holiday.

**17.0611. Insurance.** Service personnel are advised that they are expected to plan their personal travel and holiday arrangements in a responsible manner, with due regard to their Service commitments. They are strongly advised to purchase suitable insurance cover whenever they travel. The insurance cover purchased or any failure to arrange suitable insurance cover will influence any subsequent claim against the MOD as follows:

- a. A Service person who has purchased an insurance policy which includes cancellation cover, who subsequently manages to reclaim cancelled holiday costs, less the cost of the insurance policy and excess, from the insurance company will be refunded the cost of the insurance premium and any excess.
- b. A Service person who has purchased an insurance policy which does not include cancellation cover and must reclaim NHE from public funds, will be refunded the costs incurred less the difference in cost between the inadequate insurance purchased and the cost of suitable insurance as quoted by a Services Insurance & Investment Advisory Panel (SIIAP) member<sup>1</sup>, assuming the former is cheaper than the latter.
- c. A Service person who has not purchased any insurance policy, and must reclaim NHE from public funds will be refunded the costs incurred less the cost of suitable insurance as quoted by a SIIAP member.

**17.0612. Use of Air Miles.** Where Service personnel use Air Miles as full or part payment for a holiday which is subsequently cancelled, leading to a NHE claim, no refund will be authorised for the lost Air Miles element of the claim. Only the actual cash value loss over and above the Air Miles will be considered for an appropriate refund.

**17.0613. Recall From Leave.** A Service person who is recalled from leave before the conclusion of their holiday arrangements may submit a claim for refund of NHE which will be subject to the following factors:

- a. **Package Holidays.** Admissible expenditure on package holidays may be refunded as a percentage of the total cost of the holiday. The refund is calculated by taking into account the planned length of the holiday and the actual number of nights spent on holiday, using the table at **Annex A** to this Section. Provisions for the reimbursement of additional travelling expenses incurred in the event of recall from leave are contained in **Chapter 6 Section 7**.
- b. **Other Holidays.** Refunds of expenditure for other holidays, where the travel and accommodation elements have been separately booked, will be admissible subject to the following guidelines.
  - (1) **Accommodation Element.** Refunds of pre-booked and pre-paid accommodation expenditure will be limited to those nights which have been paid for but not used.
  - (2) **Travel Element.** Where the return portion of a pre-paid travel ticket cannot be used, due to the curtailment of a holiday, any refund will be based on the cost of the inward fare. In any case, no more than 50% of the cost of a return ticket will be refunded when a holiday is curtailed. Provisions for the reimbursement of additional travelling expenses incurred in the event of recall from leave are contained in **Chapter 6 Section 7**.

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<sup>1</sup> SIIAP (the Services Insurance & Investment Advisory Panel) is an advisory panel of regulated insurance and independent investment advisers. The Panel consists of companies who have specialist knowledge and experience in the provision of Insurance and Investment advice to individual members of the Armed Forces. Further information on members is available on [WWW.siiap.org](http://WWW.siiap.org).



**17.0614. Death in Service.** If the Service person dies on duty and the death results in the cancellation of a family holiday, where expenditure has already been incurred, a claim for NHE may be submitted on behalf of the widowed spouse, surviving civil partner or dependent child(ren).

## Rates

**17.0615. Rates of NHE Refund.** Refunds of NHE are limited to the actual costs which cannot be reclaimed from other sources (e.g.travel insurance). The refundable rate of NHE will be adjusted in accordance with paragraph **17.0611** to take account of the Service person's insurance arrangements.

## Method of Claim

**17.0616. General.** Claims are to be submitted on JPA F013. NHE claims are to be supported by:

- a. Documentary evidence stating:
  - (1) Why the holiday was cancelled or curtailed, including a copy of the written order cancelling or curtailing the leave.
  - (2) That the claimant's intended leave had been approved in the proper manner.
- b. Proof of expenditure either in original form or clear photocopies.
- c. Evidence to show that all reasonable steps have been taken to obtain a refund.
- d. In the case of claims submitted under paragraph **17.0610c** documentary evidence to show that at the time of, or during the planned holiday/honeymoon the fiancé/fiancée or intended civil partner would have been, or become, the claimant's spouse/civil partner.
- e. Details of any insurance cover (see paragraph **17.0611**).

**17.0617. Certification.** Certifying officers must satisfy themselves that the likelihood of cancellation could not have been foreseen at the time of booking. Claims are to be forwarded through the chain of command to the appropriate delegated authority holder for consideration.

**17.0618. Authority for Approval.** All claims must be staffed to the following authorities who may approve individual claims for reimbursement of NHE as follows:

- |                    |   |   |
|--------------------|---|---|
| a. Under £1,000    | - | Top Level Budget Holders (TLBs)<br>(TLBs may sub-delegate). |
| b. £1,001 - £5,000 | - | DBS MIL PERS-MIL OPS PACCC.                                 |
| c. £5,001 and over | - | CDP(AF Rem) Allces.   |

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

d. In addition to paragraph **17.0618c**, where a claim is contentious or where a number of claims have resulted from the same event (and in total exceed £5,000) they are to be submitted via the chain of command, to DBS MIL PERS-MIL OPS PACCC who will subsequently forward the claim(s) to CDP(AF Rem) Allces for a decision.

**17.0619. Input of Authorised Sums to JPA.** Completed authorised claims for payment of NHE refunds authorised by, or on behalf of TLBs (up to £1,000) will be passed to the unit HR admin staff for input to JPA via an 'Element Entry'. All other authorised claims will be passed to JPAC who will input to JPA via an 'Element Entry'.

## **Method of Payment**

**17.0620. Method of Payment.** Irrespective of who inputs the detail to JPA the authorised NHE refund will be paid to the relevant Service person via their salary.

## **Annex**

A. Percentage Refund of NHE for Recall from Leave.

Before advising on or making a claim read the Principles in Ch 1 and Responsibilities in Ch 4

Annex A to Section 6 of Chapter 17

**PERCENTAGE REFUND OF NHE FOR RECALL FROM LEAVE**

Serial	Planned Number of Nights Holiday	Percentage Refund for Number of Nights Actually Spent on Holiday																	
		4 or less	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)
1	21	100%	94%	88%	82%	76%	71%	65%	59%	53%	47%	41%	35%	29%	24%	18%	12%	6%	0%
2	20	100%	94%	88%	81%	75%	69%	63%	56%	50%	44%	38%	31%	25%	19%	13%	6%	0%	
3	19	100%	93%	87%	80%	73%	67%	60%	53%	47%	40%	33%	27%	20%	13%	7%	0%		
4	18	100%	93%	86%	79%	71%	64%	57%	50%	43%	36%	29%	21%	14%	7%	0%			
5	17	100%	92%	85%	77%	69%	62%	54%	46%	38%	31%	23%	15%	8%	0%				
6	16	100%	92%	83%	75%	67%	58%	50%	42%	33%	25%	17%	8%	0%					
7	15	100%	91%	82%	73%	64%	55%	45%	36%	27%	18%	9%	0%						
8	14	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	0%							
9	13	100%	89%	78%	67%	56%	44%	33%	22%	11%	0%								
10	12	100%	88%	75%	63%	50%	38%	25%	13%	0%									
11	11	100%	86%	71%	57%	43%	29%	14%	0%										
12	10	100%	83%	67%	50%	33%	17%	0%											
13	9	100%	80%	60%	40%	20%	0%												
14	8	100%	75%	50%	25%	0%													
15	7	100%	67%	33%	0%														
16	6	100%	50%	0%															
17	5	100%	0%																

# Chapter 17 Section 7 – Experimental Diving Allowance (Deep)

## General

**17.0701. Aim.** The aim of Experimental Diving Allowance (EDA) (DEEP) is to compensate Service personnel for carrying out experimental dives over and above that which is compensated for by Recruitment & Retention Payment (Diving). It is paid for dives undertaken in both authorised Compression Chambers and open water.

**17.0702. Income Tax and National Insurance Contributions (NICs).** DEEP Allowance attracts a personal liability for both Income Tax and NICs. These are deducted automatically from the Service person's salary.

## Eligibility

**17.0703. General.** All Service personnel (including Reserve personnel), irrespective of rank, who undertake experimental diving, as outlined in the paragraphs below are eligible for EDA (DEEP) Allowance.

**17.0704. Experimental Diving.** The term Experimental Diving is to be interpreted as the use of human subjects during investigative hyperbaric procedures which significantly extend the physiological knowledge associated with hyperbaric exposure. This may include decompression and treatment table development/validation, hyperbaric exercise investigations, thermal physiology studies, gas mixture studies and the use of breathing apparatus, emergency breathing systems and thermal protection systems which do not comply with British Standards, European Norm (BSEN) standards or extend human physiological limits.

**17.0705. Hyperbaric Exposure.** The term hyperbaric exposure is to be interpreted as subjection to an increase in ambient pressure and subsequent decrease as a result of this procedure. This may be conducted either in an approved hyperbaric chamber or open water as prescribed by the Experimental Protocol/Test Plan (EP/TP). Total hyperbaric chamber time, where relevant, is associated with a particular experiment.

## Entitlement

**17.0706. Regulations for Allowance.** EDA(DEEP) Allowance is payable in the following circumstances:

- a. Payment is made to all qualified personnel who volunteer for Experimental Hyperbaric Protocols/Test Plans.
- b. Provided medical requirements are in accordance with **BR 1750A**.
- c. Qualifying posts are in accordance with **BR 2806** (The UK Military Diving Manual).

**17.0707. Authorisation to Conduct Experimental Dives.** Experimental Dives conducted by MOD personnel must be subject to scientific and ethical approval by the

MOD(N) Personnel Research Ethics Committee prior to commencement of the experiment. The appropriate grade will be authorised by the Superintendent of Diving (SofD) prior to the commencement of the experiment and is to be stated in the ET/TP. Experiments conducted outside the regulations in **BR 2806** must be authorised in advance by the SofD even if approval by the MOD(N) Personnel Research Ethics Committee (REC) has been granted.

**17.0708. Categories of Payment.** There are five grades of payment awarded to personnel who volunteer for Experimental Hyperbaric Protocols/Test Plans. These experiments can be carried out at sea or in shore establishments. In addition, volunteers may participate in experiments conducted overseas provided the relevant EP/TP has been subject to ethical review and approval process by the host nation. For experiments conducted overseas, the REC will also review the appropriate EP/TP to confirm that the proposed experiment is acceptable.

**17.0709.** Hyperbaric experiments may be conducted either in authorised Compression Chambers or open water as dictated by the EP/TP. Providing scientific and ethical approval has been granted by the relevant EC and the regulations concerning Experimental Protocols (**BR 2806 Vol 1 Chap 6**) have been adhered to, volunteers participating in such experiments are entitled to receive EDA(DEEP) as described within the Experimental Diving Allowance Grade guidelines below. In recognition that experimental diving hyperbaric exposures are different from submarine escape and rescue hyperbaric exposures the grades for these have been individually defined. The rates of allowance for each experimental grade are laid down in the AFPRB Annual Report and relevant pay letters covering the period during which the experiments are conducted.

**17.0710.** The five grades of payment for EDA(DEEP) are:

- a. **Grade 1.** Experimental hyperbaric exposure and diving trials **not** in excess of 42 metres where the planned total hyperbaric exposure time is less than or equal to 1 hour and has required the approval of the REC.
- b. **Grade 2.** Experimental hyperbaric exposure and diving trials **not** in excess of 42 metres where the planned total hyperbaric exposure time exceeds 1 hour but is less than or equal to 2 hours and has required the approval of the REC.
- c. **Grade 3.** Experimental hyperbaric exposure and diving trials **not** in excess of 42 metres where the planned total hyperbaric exposure time exceeds 3 hours and has required the approval of the REC.
- d. **Grade 4.** Experimental hyperbaric exposure and diving trials in excess of 42 metres where the planned total hyperbaric exposure time is less than or equal to 2 hours and has required the approval of the REC.
- e. **Grade 5.** Experimental hyperbaric exposure and diving trials in excess of 42 metres where the planned total hyperbaric exposure time exceeds 2 hours and has required the approval of the REC.

**17.0711. Submarine Escape and Rescue Experiments.** The following grades apply for EDA(DEEP) for Submarine Escape and Rescue Experiments:

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- a. **Grade 1.** Submarine escape and rescue experiments not in excess of 30 metres where the total hyperbaric exposure time is less than or equal to 6 hours and has required the approval of the REC.
- b. **Grade 2.** Submarine escape and rescue experiments not in excess of 46 metres where the total hyperbaric exposure time is less than or equal to 12 hours and has required the approval of the REC.
- c. **Grade 3.** Submarine escape and rescue experiments not in excess of 46 metres where the total hyperbaric exposure time exceeds 12 hours but is less than or equal to 24 hours and has required the approval of the REC.
- d. **Grade 4.** Submarine escape and rescue experiments in excess of 46 metres where the total hyperbaric exposure time is less than or equal to 2 hours and has required the approval of the REC.
- e. **Grade 5.** Submarine escape and rescue experiments in excess of 46 metres where the total hyperbaric exposure time exceeds 2 hours and has required the approval of the REC.

**17.0712. Diving Equipment Trials.** Dives not in excess of 60 metres, using in-Service procedures to assess the suitability of Life Support Equipment or ancillary diving equipment, may be conducted in accordance with the regulations in **BR 2806**. Such minor equipment trials should be supported by a Test/Trial Plan stating the objectives of the test. Dives of this nature, using commercial off the shelf equipment which conforms to British and European legislation/standards, will not normally be considered as experimental dives for entitlement to SP. Exceptions to this regulation may be made if, in the opinion of the SofD, the physiological risk and hyperbaric stress associated with the trial justify the award of Experimental Diving Allowance. The SofD will be the arbiter of the grade to be awarded.

**17.0713.** In cases of doubt or where the EP/TP does not fit the guidelines above; the Superintendent of Diving (Navy) (SofD), in consultation with the Consultant Adviser Diving Medicine INM and the SMO (Underwater Medicine) INM, will be the final arbiter in the award of Experimental Diving Allowance.

**17.0714. Authorisation.** For submarine escape and rescue equipments approved by the REC, the experimental grade is to be stated in the EP/TP. The grades for submarine escape and rescue experiments must be authorised by FLEET COMOPS prior to commencement of the experiment.

**17.0715.** In cases of doubt or where the EP/TP does not fit the guidelines above, the SofD in consultation with the Consultant Adviser Diving Medicine INM and the SMO (Underwater Medicine) INM and OIC SETT, will be the final arbiters in the award of Experimental Diving Allowance.

## Rates

**17.0716. Rate Calculation.** The Secretary of State for Defence confirms the rate of Experimental Diving Allowance. The SofS bases those rates upon recommendations made by the Armed Forces Pay Review Body (AFPRB) annually. The AFPRB base their recommendation on evidence gathered (e.g. from MOD Papers of Evidence, visits to

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military establishments, other specially commissioned studies). Normally, they recommend that the rate increases at the same percentage as the annual pay award. The rate of EDA will be published annually by the AFPRB. The rate is also published in the annual CDP(AF Rem) Allces Directed Letter 'Rates of Entitlement for Allowances for Service Personnel'. The current rate is also at **Chapter 3**.

## **Method of Claim**

**17.0717. Method of Claim.** Payment is to be authorised at the relevant diving unit and authorised by the OiC on locally produced forms. Forms are then to be submitted to unit HR admin staff in order for payment to be processed.

## **Method of Payment**

**17.0718. Method of Payment.** Payment of EDA(DEEP) will be made upon presentation of the appropriately authorised forms. Payment of EDA is on a 'per dive' basis, which varies depending on the grade of dive undertaken. Payment will be through the Service person's salary. EDA may be paid concurrently with other allowances/pay.

# Chapter 17 Section 8 – Miscellaneous Allowances

## General

**17.0801. List of Miscellaneous Allowances.** A number of miscellaneous allowances and entitlements are detailed in other regulations and these are summarised at **Annex A** to this Section.

## Annex

A. Miscellaneous Allowances.



## MISCELLANEOUS ALLOWANCES

SERIAL (a)	TITLE OF ALLOWANCE (b)	AIM AND ADDITIONAL INFORMATION (c)	TAXABLE STATUS (d)	REGULATIONS AND REFERENCES (e)
1	Detainees Under Sentence Reimbursement Allowance (DUSRA)	<p><b>Aim:</b> To enable Service Detainees under Sentence (DUS) to purchase toiletries and other clearly defined miscellaneous items.</p> <p><b>Rates:</b> DUSRA rates are calculated annually by MCTC based on the actual costs of a MCTC pre-determined list of items such as toiletries, cleaning materials, writing paper, envelopes, stamps and cigarettes. The weekly cost of these items is calculated and then divided by 7 to give the daily rates.</p>	Attracts a liability for both Income Tax and National Insurance Contributions. These are met by MOD and paid by DBS under a PSA. MCTC and Service Custody Facilities (SCF) are required to provide a consolidated return of all DUSRA expenditure as at 31 <sup>st</sup> March each year to DBS MIL PERS-MIL OPS PACCC Recoveries and Writes-Off, Mail Point 600, APC Glasgow.	<p><b>JSP 837</b> (Code of Practice for the Management of Personnel in Service Custody)</p> <p>Rates are published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". Current rates are also at <b><u>Chapter 3.</u></b></p>
2	Funeral Grants	<p><b>Aim:</b> To provide assistance towards the cost of funeral expenses following the death of a Service person.</p> <p><b>Rates:</b> Funeral Grant rates are calculated by CDP(AF Rem) Allces, using the average costs of various CDP(AF Rem) Allces pre-determined items/services included within funerals and cremations from 6 RAF station standing funeral service provision contracts with local undertakers across the UK. This exercise is undertaken every 5 years and in the intervening years the rates are uplifted by the All Items RPI.</p>	Non-taxable. (in accordance with ITEPA 2003 section 406a).	<p><b>JSP 751</b> Chap 11 (Casualty and Compassionate Policy &amp; Procedures)</p> <p>Rates are published in the annual CDP(AF Rem) Allces Directed Letter "Rates of Entitlement for Allowances for Service Personnel". Current rates are also at <b><u>Chapter 3</u></b></p>