

# Complete Solutions ARF 2



**terms and conditions**  
booklet



This is your Terms and Conditions booklet for your **Complete Solutions** ARF 2.  
**You should read the document carefully as it contains detailed and important information.** Please keep it safe, as you will need it in the future.

## Introduction

We (Irish Life Assurance plc) provide this plan, the **Complete Solutions** ARF 2, to you (the customer named in the plan schedule) as an investment for your Approved Retirement Fund on the basis of the application form and declaration you signed in line with section 784B of the Taxes Consolidation Act (TCA) 1997.

You will find details of the plan in this Terms and Conditions booklet, the plan schedule, the application form (including any additional application forms required when investing in the Self-Invested Fund) and any extra rules we add in the future. These terms and conditions may be varied by us from time to time. In the event that a material change is made you will be notified in advance. Any conditions or extra rules (endorsements) which we add in the future will also form part of the plan and may only be added by authorised staff at our Head Office. Together these documents, and any appendices, form the terms and conditions of the plan.

We pay benefits in return for the single contribution you made as shown on your plan schedule, and any additional single contributions we receive (as described in section 4).

We will pay claims only from the assets we hold to make payments due to customers. Benefits will be paid from our Head Office in Ireland, Lower Abbey Street, Dublin 1. All contributions and benefits under this plan will normally be paid in the currency of Ireland.

In legal disputes Irish law will apply and the Irish courts are the only courts which are entitled to hear any disputes. The only rules, terms or conditions that are legally binding are those shown in our contract with you.

In the event of extraordinary circumstances beyond our control including, without limitation, act of civil or military authority; sabotage; crime; terrorist attack; war or other government action; civil disturbance or riot; strike or other industrial dispute; an act of god; national emergency; epidemic; flood, earthquake, fire or other catastrophe, we may be prevented from fulfilling our obligations to you or from doing so in a timely manner. If this happens, we are not liable for any loss, damage or inconvenience caused.

More detailed information on all these matters is in the relevant sections of these terms and conditions.

### **Who receives the money we pay out?**

We will normally pay any benefits due under the plan to you. If you die, we will follow the instructions about payment from the person who is legally entitled to deal with your estate. We may have to deduct tax before paying a benefit on death. We explain this in section 8.3.

### **Writing to us**

If you need to write to us about this plan, please address your letter to:

Irish Life Assurance plc  
Irish Life Centre  
Lower Abbey Street  
Dublin 1.

### **Cooling-off period**

If, after taking out this plan you feel that it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days from the date we send you your Welcome Pack (or a copy), we will cancel your plan. We will return your contribution in accordance with Revenue rules, subject to taking off any losses that may have been incurred as a result of falls in the value of assets relating to the investment for the period that it was in force. We strongly recommend that you consult your financial adviser before you cancel your plan.

### **Can the policy be cancelled or amended by the insurer?**

Irish Life can alter the plan (or issue another plan in its place) if at any time any of the following happens:

- The Revenue Commissioners remove their approval of this contract.
- It becomes impossible or impracticable to carry out any of the plan provisions because of a change in the law or other circumstances beyond our control.
- The tax treatment of Irish Life or this plan is altered or we have to pay a government levy.

If the cost of administering your **Complete Solutions** ARF 2 increases unexpectedly we may need to increase the charges on your plan. If we alter the plan (or issue another in its place), we will send a notice to your last known address explaining the change and your options.

You must provide any information or evidence which we need to administer the plan.

### **Complaints**

We will do our best to sort out any complaints you have. If you are not satisfied after complaining to us, you can take your complaints to the Financial Services Ombudsman. You can get more information from:

Financial Services Ombudsman  
3<sup>rd</sup> Floor  
Lincoln House  
Lincoln Place  
Dublin 2.  
Lo-call: 1890 88 20 90  
Fax: 01 6620890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

### **Family law and pensions**

If you go through a separation, divorce, dissolution of a civil partnership or ending of a relationship with a qualified cohabitant, a court application for a pension adjustment order (for the retirement or death benefits we pay under this plan) may be made. You can get more information on how a pension adjustment order works from your solicitor or from the Pensions Board. You can reach The Pensions Board at the following address:

The Pensions Board,  
Verschoyle House,  
28-30 Mount Street,  
Dublin 2  
Phone: 01 613 1900  
Lo call: 1890 65 65 65  
Email: [info@pensionsboard.ie](mailto:info@pensionsboard.ie)  
Website: [www.pensionsboard.ie](http://www.pensionsboard.ie)

### **Transferring your plan**

You cannot transfer your plan to anyone else in any circumstances.

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## **Section 1**

### **Definitions**

This section defines some of the words and phrases we use in the terms and conditions.

Certain words and phrases we use in this Terms and Conditions booklet have specific meanings, which might be different from the meaning they would have normally. These words are shown in **bold** and listed below, together with an explanation of their meanings in relation to this plan.

#### **Accumulated fund**

The plan's value at a point in time. We work this out as:

- the number of units we place into the plan;  
*multiplied by*
- the unit price of the units of the funds.

We may use a market value adjuster to work out any part of the accumulated fund that is invested in the Capital Protection Fund (see sections 2.5).

The value of the Self-Invested Fund is only indicative until assets in that fund have been sold. The Self-Invested Fund value for any encashments (excluding regular withdrawals), benefit payments, switches or transfers will reflect the valuation of the assets after they have been realised and all outstanding charges and costs deducted.

#### **Allocation amount**

This is your single contribution multiplied by the percentage of contribution invested shown in the plan schedule.

#### **Application form**

The application form for this plan. It includes any extra information given to us about the plan or any other relevant information. Additional application forms will be needed if you are investing in the Self-Invested Fund.

#### **Approved retirement fund (ARF)**

A fund managed by a qualifying fund manager and which keeps to the conditions of chapter 2 of part 30 of the TCA for this type of fund.

#### **At Arms Length**

The term "At Arms Length" is provided for under Section 784A of the TCA. All property investments by pension schemes and products must be on an arms length basis. In broad terms this means that the property cannot be used for your own or a connected person's personal use. Acquisitions, disposals and lettings

must also be on an arms length basis. If you invest in property you:

- must be at arms-length from the property;
- cannot purchase the property at any time;
- cannot own the property;
- do not have the right to place tenants in any particular property.

Investments must not be a transaction that is deemed to be a pension in payment as provided for under Section 784A of the TCA.

### **Connected Person**

The term “connected person” is defined in accordance with section 10 of the TCA and includes:

- Your spouse or registered civil partner;
- ‘Relatives’ of you or your spouse or registered civil partner, which includes brothers, sisters, parents, grandparents, children and grandchildren;
- The spouse or registered civil partner of your relative, or your spouse or registered civil partner’s relative;
- The trustees of any settlement set up by you;
- Individuals involved in a business partnership with you or your spouse or registered civil partner, and those business partners’ spouses or registered civil partners and relatives;
- Any company over which you, or a person connected with you, have control;
- Any person with whom you act to secure or exercise control of, or acquire a holding in a company, are connected with you in relation to that company.

### **Consumer Price Index**

The Consumer Price Index published by the Irish Government to measure inflation. (If this is not available, we will use another appropriate index.)

### **Endorsement**

If the terms and conditions of the plan have been changed or are different to the standard terms, we set the new or amended terms or conditions out in a separate document which we will attach to the plan. This is called an endorsement.

### **Fund**

Any fund in the panel of funds available to your plan and any other funds (we refer to as extra funds) that we add to the plan.

The panel of funds currently includes the following:

Active Managed Fund Series P  
Bloxham Conservative Income and Growth Fund Series 2  
Bloxham Global Alpha Fund Series P  
Bloxham High Yield Fund Series 2  
Bloxham Intrinsic Value Fund Series 2  
Bloxham Logic Fund Series P  
Capital Protection Fund Series P  
Consensus Cautious Fund Series P  
Consensus Equity Fund Series P  
Consensus Fund Series P  
Core Fund Series P  
Diversified Balanced Fund Series P  
Diversified Cautious Fund Series P  
Diversified Growth Fund Series P  
Dynamic Global Equity Fund Series P  
Exempt Property Fund Series P1  
Fidelity Managed International Fund Series P  
Fidelity China Fund Series P  
Fidelity EMEA Fund Series P  
Fidelity European Opportunities Fund Series P  
Fidelity Global Inflation Linked Fund Series P  
Fidelity Global Property Shares Fund Series P  
Fidelity Global Real Assets Securities Fund Series P  
Fidelity Global Special Situations Fund Series P  
Fidelity India China Fund Series P  
Fidelity India Fund Series P  
Fidelity Multi-Asset Strategic Defensive Fund Series P  
Global Cash Fund Series P  
Global Consensus FTSE World Hedged Series P  
Global Consensus Fund Series P  
Global Opportunities Fund Series P  
Global Select Fund Series P  
Indexed Banks Fund Series P  
Indexed Commodities Fund Series G  
Indexed Emerging Markets Equity Fund Series P  
Indexed Ethical Global Equity Fund Series P  
Indexed Euro Corporate Bond Fund Series P  
Indexed European Equity Fund Series P  
Indexed European Property Shares Fund Series P  
Indexed Euro Short Dated Bond Fund Series P  
Indexed Fixed Interest Fund Series P  
Indexed Inflation Linked Bond Fund Series P  
Indexed Irish Equity Fund Series P  
Indexed Japanese Equity Fund Series P  
Indexed North American Equity Fund Series P  
Indexed Pacific Equity Fund Series P

Indexed Technology Fund Series P  
Indexed UK Equity Fund Series P  
Indexed World Equities Fund Series P  
Infrastructure Equities Fund Series P  
Pension Protection Fund Series P  
Property Portfolio Fund Series G1  
Protected Consensus Markets Fund Series P  
Safe Deposit Fund Series P  
Self-Invested Fund  
Strategic Asset Return Fund Series P  
Tomorrows World Fund Series P  
UK Property Fund Series P1

At any stage we can change the range of fund options that are available. We reserve the right to close a fund to new contributions, or to close a fund entirely and move existing customers to other funds open at that time. If you are invested in that fund, we will give you notice of that change. It may happen however that, in order to protect customer values, we have to close a fund immediately without any notice. In this event, we will notify you as soon as possible after the fund closes.

You will find exact details of how we work out fund prices in our Fund Operating Procedures governing the funds. You can get a copy of these online at [www.irishlife.ie](http://www.irishlife.ie) or from our Head Office.

**Fund link**

The fund or combination of funds in the panel of funds which the plan is linked to.

**Head Office**

This is Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street, Dublin 1. If this changes, we will let you know.

**Imputed distribution**

A specified amount of the value of your plan that will be subject to income tax. The specified amount will be the relevant percentage for that year of assessment, less any withdrawals, regular withdrawal payments or deemed distributions made to you in that year. The specified amount will be calculated in accordance with Section 790D of the TCA.

**Market value adjuster**

An adjustment to reduce the value of units of the Capital Protection Fund in certain circumstances as set out in section 2.5.

**Percentage of contribution invested**

The percentage of the payment that we invest for you as described in section 3.

**Plan Schedule**

The schedule that forms part of this plan.

**Qualifying fund manager**

This is defined in Chapter 2 of Part 30 of the TCA. We are a qualifying fund manager.

**Self-Invested Fund**

This is one of the fund choices available to you under this plan. The investments in the Self-Invested Fund will be determined by you, within the limits of and subject to the terms and conditions laid down by us from time to time. There will be a different Self-Invested Fund for each customer and only that customer's plan will be linked to that fund. Before you invest any contributions in the Self-Invested Fund it is essential that you read the Complete Solutions Self-Invested Fund booklet and you must complete the relevant application form. All investments you choose for the fund must be assessed and approved by us prior to investment. We reserve the right to dispose of any investments in the Self-Invested Fund in order to provide benefits under this plan. We do not accept liability for any loss suffered as a result.

**Single contribution**

The amount initially paid to us. The amount is shown on your plan schedule. If you make additional single contributions, the amounts will be shown separately.

**Start date**

The date when we invest your single contribution. It is shown on your plan schedule.

**TCA**

The Taxes Consolidation Act 1997 and any amendment or re-enactment thereof.

**Third Party**

In connection with this plan, this is a person or persons other than you or us or one of our group companies.

**Units**

Each fund in the panel of funds contains a number of identical units. We will work out the value of each unit by referring to the net value of the assets of the fund after taking off fund charges. We set aside a number of these units for the plan so we can work out its value.

**Unit price**

This is the price of a unit of a fund, which we use to work out the value of the plan for each fund. This is the price we use when buying and selling units in the fund. The unit price on any given date is the price which Irish Life has determined for that date.

**Vested PRSA**

A vested PRSA is defined in Section 790D(1) of the TCA, and means-

- (a) a PRSA where its assets have been paid to the contributor (e.g. their retirement lump sum); or
- (b) in the case of a PRSA to which the contributor made additional voluntary contributions, where benefits become payable under the main scheme.

**We, us, our**

Irish Life Assurance plc.

**You, your**

The person named as customer in the plan schedule.

## **Section 2**

### **Funds and unit prices**

#### **2.1 Introduction**

This plan is unit-linked. Unit-linking is simply a way of working out the value of your plan on any date. You do not own the units. The plan will be linked to units in one or more of the funds in the panel of funds as defined in section 1. The plan can be linked to up to ten funds.

In certain funds (including the Property Portfolio Fund or the UK Property Fund) there may be a maximum amount that you are allowed to invest in each fund.

We are not liable for any loss incurred by any of the investments in the funds available under this plan. The value of these investments may also be affected if any of the institutions with whom we place money, or with whom our external managers place money, suffers insolvency or other financial difficulty.

Where a fund invests in an external fund, we will represent the key features of the external fund in our literature. However, the managers of external funds may retain discretion over the nature and choice of assets, custodians and institutions with whom they place money, and the expenses incurred, within any part of a fund they manage. Our commitment to you is to pass on the full value of the fund we receive from the external manager for your investment. We are not liable for any pricing inaccuracies related to the external providers. Our commitment is restricted to the returns we actually receive from the external manager.

Where funds are managed by external fund managers, the investments may be legally held in other countries other than Ireland. For example, the managed futures fund managed by Abbey Capital (which is part of the Core Fund) is domiciled in Bermuda and the Fidelity China Fund is domiciled in Luxembourg. Where a fund is based will impact on how it is regulated.

If you wish to invest in the Self-Invested Fund, you must have completed the application process for that fund. This process may change from time to time. Please ask us for details on the current application process. There are minimum amounts required for investments into the Self-Invested Fund, and for certain transactions within that fund. Contributions into the Self-Invested Fund can take time to be applied.

## **2.2 Working out unit prices**

We work out the unit price of units in all of the funds by using the market value of the assets of the fund and taking off the fund charge. Unit prices may go down as well as up.

When there are more customers moving out of a fund than making new investments in it, we may reduce the value of the units in the fund to reflect the percentage of the costs associated with buying and selling the assets of the fund. The reduction in the value of the affected assets will be different for each fund and is likely to be most significant for the proportion of any fund invested in property. The reduction for any part of the fund invested with external fund managers may happen at a different time to the reduction for the rest of the fund.

Some funds may be invested in other funds where the above reduction would apply. As described above, when more customers are moving out of these funds than making new investments, the value of the units may undergo a reduction to reflect a proportion of the costs associated with buying and selling the assets. This in turn will lead to a reduction in the value of the units of the fund.

The unit price we use for the Self-Invested Fund is based on the most recent valuation. The frequency of valuation will depend on the assets you choose to invest in. Please contact us if you wish to find out the current valuation frequency of your assets. In the event of an encashment, switch, transfer or benefit payment of any type (excluding regular and minimum withdrawals) the value used for the Self-Invested Fund will be the value after assets in the Self-Invested Fund have been realised and all costs, charges or other amounts due have been deducted.

You will find exact details of how we work out fund prices in our Fund Operating Procedures governing the funds. You can get a copy of these online at [www.irishlife.ie](http://www.irishlife.ie) or from our Head Office.

### 2.3 Fund charges

We have summarised our current charges for each fund in the following tables:

Panel of funds	Actual Fund charge each year
Active Managed Fund Series P	0.75%
Capital Protection Fund Series P	1.00%
Consensus Cautious Fund Series P	0.75%
Consensus Equity Fund Series P	0.75%
Consensus Fund Series P	0.75%
Dynamic Global Equity Fund Series P	0.75%
Exempt Property Fund Series P1	1.00%
Global Cash Fund Series P	0.75%
Global Consensus FTSE World Hedged Series P	0.75%
Global Consensus Fund Series P	0.75%
Global Opportunities Fund Series P	0.75%
Global Select Fund Series P	0.90%
Indexed Banks Fund Series P	0.75%
Indexed Emerging Markets Equity Fund Series P	0.75%
Indexed Ethical Global Equity Fund Series P	0.75%
Indexed Euro Corporate Bond Fund Series P	0.75%
Indexed European Equity Fund Series P	0.75%
Indexed European Property Shares Fund Series P	0.75%
Indexed Euro Short Dated Bonds Fund Series P	0.75%
Indexed Fixed Interest Fund Series P	0.75%
Indexed Inflation Linked Bond Fund Series P	0.75%
Indexed Irish Equity Fund Series P	0.75%
Indexed Japanese Equity Fund Series P	0.75%
Indexed North American Equity Fund Series P	0.75%
Indexed Pacific Equity Fund Series P	0.75%
Indexed Technology Fund Series P	0.75%
Indexed UK Equity Fund Series P	0.75%
Indexed World Equities Fund Series P	0.75%
Pension Protection Fund Series P	0.75%
Protected Consensus Markets Fund Series P	1.35%
Safe Deposit Fund Series P	0.75%
Self-Invested Fund *	0.75%
Tomorrows World Fund Series P	0.90%

\* The fund charge shown above for the Self-Invested Fund is the fund charge we will deduct. Additional fund charges may be incurred within the Self-Invested Fund relation to third-party fund managers, for example if you have instructed us to invest part or all of the Self-Invested Fund in external funds or investments. Please see "Your guide to your Self-Invested Fund".

In the following Complete Solutions funds, part of the fund charge can vary. It is typically the external managers part of the fund charge that varies. The following table shows, where relevant, the fixed charge, the estimated average level of the extra charge that can vary and the total average estimated fund charge.

	<b>Fixed charge</b>	<b>Estimated average level of variable charge</b>	<b>Total average estimated fund charge each year</b>
Bloxham Conservative Income and Growth Fund Series 2	1.00%	0%	1.00%
Bloxham Global Alpha Fund Series P	0.25%	1.50%	1.75%
Bloxham High Yield Fund Series 2	1.00%	0%	1.00%
Bloxham Intrinsic Value Fund Series 2	1.00%	0%	1.00%
Bloxham Logic Fund Series P	0.00%	1.20%	1.20%
Core Fund Series P	0.75%	0.20%	0.95%
Diversified Balanced Fund Series P	0.75%	0.40%	1.15%
Diversified Cautious Fund Series P	0.75%	0.40%	1.15%
Diversified Growth Fund Series P	0.75%	0.40%	1.15%
Fidelity China Fund Series P	0.75%	1.15%	1.90%
Fidelity EMEA Fund Series P	0.75%	1.15%	1.90%
Fidelity European Opportunities Fund Series P	0.75%	0.95%	1.70%
Fidelity Global Inflation Linked Funds Series P	0.75%	0.60%	1.35%
Fidelity Global Property Shares Fund Series P	0.75%	1.15%	1.90%
Fidelity Global Real Asset Securities Fund Series P	0.75%	1.10%	1.85%
Fidelity Global Special Situations Fund Series P	0.75%	0.95%	1.70%
Fidelity India China Fund Series P	0.75%	1.15%	1.90%
Fidelity India Fund Series P	0.75%	1.15%	1.90%
Fidelity Managed International Fund Series P	0.75%	0.95%	1.70%
Fidelity Multi-Asset Strategic Defensive Fund Series P	0.75%	0.90%	1.65%
Indexed Commodities Fund Series G	0.55%	0.50%	1.05%
Infrastructure Equities Fund Series P	0.75%	0.60%	1.35%
Property Portfolio Fund Series G1	0.55%	1.10%	1.65%
Strategic Asset Return Fund Series P	0.70%	0.55%	1.25%
UK Property Fund Series P1	1.00%	0.375%	1.375%

The estimated average levels of the variable charges shown above are those expected over the long-term. The actual level of charges may be higher or lower than this. The section on variable charges below explains the reasons for this.

Where the estimated average level of the variable charge is 0%, this indicates that the external managers may at some point choose to invest in assets which attract additional charges but the current expectation is that they will not.

We can only increase the rate of the fund charge on any fund in the panel of funds if our board of directors passes a resolution. We would need to increase the fund charge if the cost of running the plans linked to the funds rose higher than we expected.

### **Variable charges**

**As noted above the charge on a number of funds can vary and therefore is not fixed throughout the lifetime of your plan.**

**The charge noted in the above table reflects our best estimate of the total charges we expect will be incurred by the fund over the long term. However, the actual charges you incur may vary for the reasons given below.**

Funds are administered at an overall level by Irish Life. For some funds, part or all of the assets are managed by companies (external managers) other than Irish Life.

There are charges taken from these funds by both Irish Life and these external fund managers.

The external fund managers take their costs and charges from the assets they manage. These charges are reflected in how the fund performs. The level of the charges, as a percentage of the overall fund, can vary for several reasons.

- The first reason is the fact that the percentage of the fund that is managed by external managers can change over time. The weighting of individual investment types may also vary over time. Where the fund invests in other funds, the overall fund charge will also vary accordingly. This split can change in the future mainly due to the availability of assets and also the amount of money coming into and out of the fund. The actual level of the external manager charge will therefore vary depending on the weighting of these factors within the fund.
- The second reason is that the level of the charges applied by external fund managers can vary according to the fund manager we choose in the future. We may also pay the external managers an incentive fee if they achieve positive investment returns on the funds they manage.

- The third reason is that the funds managed by external fund managers may borrow to increase the amount of assets that the funds can invest in. Borrowing increases the chance of achieving improved returns if the assets perform well. However, it also increases the level of risk of the investment. The external managers' charges in relation to investments are based on the total value of the assets held including any borrowings made rather than on the funds they manage. The level of these charges as a percentage of the funds managed will depend on the amount of borrowing relative to the value of the assets held.

If the level of borrowing increases by more than the value of assets, the level of charges as a percentage of funds managed would increase. For example, a significant fall in asset values could result in a significant increase in the average level of this charge as a percentage of funds managed. This is because a fall in asset values means that the amounts borrowed would represent a higher percentage of the fund value.

Equally, if the level of borrowing reduces by more than the value of assets, then the level of charges as a percentage of funds managed would also reduce. For example, a significant rise in asset values could result in a significant reduction in the average level of this charge as a percentage of the funds managed. This is because a rise in asset values means that the amounts borrowed would represent a lower percentage of the fund value.

Taking account of these factors, we estimate that the average level of charges on the funds will be split as shown in the previous table in section 2.3.

The actual level of the variable charge, and therefore the total charge, may be higher or lower than this depending on the factors outlined above.

Some funds invest in other funds and the proportion invested in each fund may vary over time. Since fund charges vary between funds, the overall fund charge will vary depending on the weighting of individual investments in each fund. If the charges on individual funds vary, the overall fund charge will vary as a result.

**Extra points to note:****Increase in charges**

We will only increase the charges given above for one of the following reasons:

- If there is an increase in the costs of dealing with the investment. If this happens, we will give you notice of the increase.
- If the charges vary for one of the reasons given above in the section on variable charges.

**Funds containing property**

We take the costs of maintaining and valuing the properties in these funds and the costs of collecting rent off the fund before we take any charges.

**Currency**

Certain funds contain assets which are invested outside of the eurozone. The fund managers may use currency protection against any changes in the value of those currencies against the euro. The cost of any currency protection used is charged to your fund. Where the fund manager has not used currency protection, there is a risk that your plan value will be adversely affected by changes in currency exchange rates. Your separate Fund Guide contains details on currency protection.

**Securities lending**

If you have chosen to invest in a fund that invests in equities or bonds, the equities or bonds within that fund may be used for the purpose of securities lending in order to earn an additional return for the fund. While securities lending increases the level of risk within a fund it provides an opportunity to increase the investment return.

**Incentive fees**

An incentive fee may be paid to the external fund managers if they achieve positive investment returns on the funds they manage. Depending on the particular fund, circumstances in which an incentive fee may be paid to an external manager

include the following:

- If the investment return is positive in any calendar quarter.
- If the investment returns exceed a certain level each year.
- If the investment returns achieved in a particular year are greater than the previous highest investment return.
- If the returns achieved by these funds exceed the performance of a benchmark fund.

If during the term of your plan an incentive fee is paid, this will be reflected in the unit price.

## 2.4 Self-Invested Fund

If you have chosen to invest in the Self-Invested Fund, the investments in that fund will be determined by you, within the limits of and subject to the terms and conditions laid down by us from time to time.

For legal and practical reasons, the Self-Invested Fund may only invest in certain investments. There are certain types of investments which are not allowed. All proposed investments into the Self-Invested Fund will need to be referred to us for assessment prior to the Self-Invested Fund purchasing that investment. This is to allow us to consider if the asset you have proposed is eligible for the Self-Invested Fund. Investments may be made directly through stockbroker accounts under a limited delegated authority. Please see “Your guide to your Self-Invested Fund” for further details.

There may be additional costs or charges we will need to charge you depending on the particular investment. Please see “Your guide to your Self-Invested Fund” for further details.

Depending on the investment being proposed, we may need time or require additional information before we can complete the assessment. This may mean there is a delay period before the fund can make the proposed investment. We will not be responsible for any potential loss incurred as a result of changes in the value of any proposed investment during the period of the delay. We reserve the right to refuse to invest in any particular investment.

**We will not be assessing the advisability or suitability of any proposed investment for you nor will we do due diligence on third parties, or any investments, including the product literature and whether it is accurate in the context of Irish Life as the legal and beneficial owner of assets. As you are responsible for the choice of investments in the Self-Invested fund, you will be taking on various types of risks, depending on the type of assets you ask us to invest in. You should ensure that you have received appropriate advice in relation to the suitability of the investments you are choosing for your needs and that you understand and accept the risks associated with the investments you have chosen. We will not accept any liability for the choice of investments in the Self-Invested fund or for investment performance.**

**We reserve the right to dispose of any investments in the Self-Invested Fund in order to provide benefits under this plan. We do not accept liability for any loss suffered as a result.**

**We reserve the right to dispose of any investments in the Self-Invested Fund in the event that assets are purchased that are not permitted for investment in the fund. We do not accept any liability for loss suffered as a result. Please see “Your guide to your Self-Invested Fund” for more details on the assets that are permitted for investment in the fund.**

Further details on the current application process and assessment of proposed investments can be found in “Your guide to your Self-Invested Fund”.

## **2.5 The Capital Protection Fund**

### **Working out the unit price**

The unit price of units in the Capital Protection Fund cannot fall. The growth each calendar year will equal at least a minimum rate we declare (upfront) each year. We work out this minimum by taking account of:

- the value of the assets of the Capital Protection Fund;
- the unit price of all the units of the fund; and
- the expected future return on these assets.

### **The market value adjuster**

We may reduce the value of your fund within the Capital Protection Fund by applying a market value adjuster if you choose to move your investment out of the Capital Protection Fund.

We then work out the value of the units in the Capital Protection Fund as follows.

- The number of units in the Capital Protection Fund;  
*multiplied by*
- the unit price of units in the Capital Protection Fund;  
*multiplied by*
- the market value adjuster.

If we use the market value adjuster, it will reduce your fund value to reflect any shortfall between the value of the assets in the fund and the unit price of all the units in the fund.

We will not use the market value adjuster for units of the Capital Protection Fund if:

- you choose to move the investment out of the Capital Protection Fund on the fifth anniversary of the plan or the plan anniversary every five years after this; or
- we are cashing in units to pay you a regular withdrawal; or
- you die.

**You should check with Irish Life whether a market value adjuster applies currently to this fund.**

## **2.6 The Protected Consensus Markets Fund**

### **How the Protected Consensus Markets Fund is invested**

The Protected Consensus Markets Fund invests in the Consensus Markets Fund and the Protected Fund. The percentages invested in each of the Consensus Markets Fund and the Protected Fund will change over the term of the contract, depending mainly on the performance of the Consensus Markets Fund.

Generally, the better the Consensus Markets Fund performs, the higher the percentage of your investment in the Protected Consensus Markets Fund that will be linked to the Consensus Markets Fund (up to 100%). However when the Consensus Markets Fund performs poorly, a lower percentage of your investment will be linked to that fund. It is possible that, if the Consensus Markets Fund were to fall significantly in value, up to 100% of the Protected Consensus Markets Fund could be linked to returns from the Protected Fund. This would significantly reduce the growth potential of the Protected Consensus Markets Fund.

Deutsche Bank AG acting through its London Branch (Deutsche Bank) will calculate, on the basis of a mathematical formula, what proportion of the Protected Consensus Markets Fund performance is linked to the Consensus Markets Fund and what proportion is linked to the Protected Fund at any time, in line with a procedure agreed with us at the outset. You can ask us for details of how this procedure works.

### **Working out the Unit Price**

Irish Life Assurance plc (Irish Life) will calculate the value of the assets in the Protected Consensus Markets Fund each day and we will use the resulting valuation to calculate the value of each unit of the Protected Consensus Markets Fund (called the Unit Price). The Unit Price will go down as well as up over time depending on how the assets in the Protected Consensus Markets Fund perform.

### **The Protected Price Pledge**

We aim that the Unit Price of the Protected Consensus Markets Fund will not fall below 80% of its highest ever value. This is called the Protected Price Pledge. The Protected Price Pledge is ultimately provided by Deutsche Bank (see below for details). If the Unit Price of the Protected Consensus Markets Fund falls below 80% of its highest value, then Irish Life will call upon Deutsche Bank to make up the shortfall in the value of the Protected Consensus Markets Fund, so as to ensure that the Unit Price does not fall below 80% of its highest ever value.

**However, there are certain circumstances in which the Protected Price Pledge may not apply.** These are described further below.

The Protected Price Pledge applies to the number of units we have allocated for investment on your plan. Any charges or unit cancellations will reduce the number of units invested in your plan.

Irish Life does not provide the Protected Price Pledge on the Protected Consensus Markets Fund. **The Protected Price Pledge is provided to us by Deutsche Bank.** Your contract is with us, Irish Life. Separately, Irish Life has contracted with Deutsche Bank whereby Deutsche Bank has agreed to provide the Protected Price Pledge in relation to the Protected Consensus Markets Fund. **Irish Life's commitment to you is to pass on the full amount it receives from Deutsche Bank under the Protected Price Pledge in respect of your investment. Our commitment to you is restricted to the amount which we actually receive from Deutsche Bank.** No other assets of Irish Life will be used to meet these commitments.

This means that if Deutsche Bank does not fulfil its obligations to us under the Protected Price Pledge, for whatever reason, or if the contract governing the provision of the Protected Price Pledge by Deutsche Bank has terminated (see below) then you may not receive the benefit of the Protected Price Pledge and the Protected Consensus Markets Fund Unit Price could fall below 80% of its highest ever value. Deutsche Bank's obligations in respect of the Protected Price Pledge are restricted to its contract with Irish Life. You do not have a contract with Deutsche Bank and in no event will you be entitled to make a claim directly against Deutsche Bank under the Protected Price Pledge or in relation to Deutsche Bank's obligation to calculate what proportion of the Protected Consensus Markets Fund's performance is linked to the Consensus Markets Fund and the Protected Fund.

In the event of the Protected Price Pledge being triggered, Deutsche Bank has 5 business days to pay us the amounts due under the Protected Price Pledge. We will delay administering any switches, income payments, withdrawals, transfers or benefit payments until after Deutsche Bank has made this payment to us. There may be circumstances when we need to delay payments for longer than 5 days.

#### **Expiry of the Protected Price Pledge**

The Protected Price Pledge contract between Irish Life and Deutsche Bank applies for an initial period up to 11 September 2015. We will negotiate with Deutsche Bank to try to extend this date but there is no guarantee that we will be successful. We will write to you if this occurs. The contract may end before this date in certain circumstances.

#### **Termination Events**

There are circumstances in which the Protected Price Pledge contract between Irish Life and Deutsche Bank may be reduced or even removed and thus you may not get the benefit of the Protected Price Pledge. These circumstances include but are not limited to:

- If either party commits a material breach of the contract and does not remedy it within a specified time limit, or if particular provisions of the contract are breached by either Irish Life or Deutsche Bank - for example if Deutsche Bank stops working out how much of the Protected Consensus Markets Fund is linked to the performance of the Consensus Markets Fund and the Protected Fund then Irish Life may terminate the contract. If Irish Life fails to supply specific information on the Protected Consensus Markets Fund to Deutsche Bank necessary to perform its functions under the contract then Deutsche Bank may terminate the contract with us.
- If either of Irish Life or Deutsche Bank refuses or fails to pay to the other party the amounts due to that other party under the contract.
- If there is a material breach by Deutsche Bank of services it provides under the contract.
- If Irish Life or the asset manager or custodian appointed in connection with the contract with Deutsche Bank cease, for whatever reason, to fulfil their functions under the contract.
- If either Irish Life or Deutsche Bank becomes insolvent or, is nationalised or ceases to carry on its business as presently conducted.
- If there is a change in tax, law or the regulatory regime that negatively impacts on Deutsche Bank with regard to its duties under the contract.
- If Irish Life or Deutsche Bank's obligations under the contract become impossible to fulfil or illegal or infringe applicable laws.
- If there is a regulatory investigation of either Deutsche Bank or Irish Life with regard to their activities under the contract.

We reserve the right to replace Deutsche Bank with another protected price pledge provider at any time. We will write and tell you if this occurs.

When the Protected Consensus Markets Fund is fully or predominantly invested in the Protected Fund, the Protected Consensus Markets Fund will not be able to participate in any positive growth in the Consensus Markets Fund. If you continue to stay invested in the Protected Consensus Markets Fund after the Protected Price Pledge is triggered, the fund charges will continue to be deducted from the fund. If the fund charges are greater than the growth rate of the Protected Fund at that stage, it may reduce the Protected Price Pledge amount payable. This would mean that you could get back less than 80% of the highest ever Unit Price.

The Protected Consensus Markets Fund is not sponsored, endorsed or promoted by Deutsche Bank. Deutsche Bank makes no representation or warranty to any person, including without limitation, any potential investor and any member of the public regarding the advisability of investing in the Protected Consensus Markets Fund. Deutsche Bank AG is authorised under German Banking Law (the competent authority is BaFin - the Federal Financial Supervisory Authority) and authorised and subject to limited regulation by the Financial Services Authority (FSA) in the United Kingdom.

### **Closure of the Protected Consensus Markets Fund**

**There may be circumstances where we need to close the Protected Consensus Markets Fund and we reserve the right to do so;** these circumstances include but are not limited to:

- If the Protected Price Pledge is reduced or removed.
- If we are unable to extend the contract with Deutsche Bank beyond 11 September 2015.
- If there are material difficulties in operating the fund as intended.

Should this happen, we would write to you with the option of:

- Switching to our cash fund. This switch would occur by a certain date.
- Switching to any other fund of your choice on your plan in advance of this date.

### **Closure of the Protected Consensus Markets Fund to New Contributions**

There are also circumstances in which we may need to close the Protected Consensus Markets Fund to new contributions (regular or single premiums, switches) with immediate effect, these include but are not limited to:

- If 100% of the fund is linked to the returns from the Protected Fund.
- If the Protected Consensus Markets Fund exceeds a certain size limit.
- If investment markets are disrupted.

If this occurs we will re-direct your contributions to the Global Cash Fund (or an equivalent cash fund available at that time). We will write to you to tell you this has occurred and to give you options on which fund you want to invest in, in the future.

## 2.7 Switching between funds

You may choose to switch the accumulated fund to another fund. We do not currently charge for this option. We may charge in the future to cover our administration costs. The unit prices we use for your switch will be those on the same working day we receive your written request unless your switch is subject to a delay period (see below).

Before you switch from your original fund choice or choices, please remember that the funds in the panel of funds have different levels of risk and possible returns and they may also have different yearly fund charges.

**Please ensure that you are aware of the level of risk, possible returns and the yearly fund charge for a fund before switching into it.**

If you want to switch into the Self-Invested Fund for the first time, there is a separate application form and process which you will have to complete. Please ask us for details on the current application process.

At any stage, we can change the range of fund options that are available. For example, we may add new ones or close existing ones. You can only switch into a fund if it is open for switches at the time we receive your request.

If units are being switched out of the Capital Protection Fund, we take the value of units in the fund after using the market value adjuster as described in section 2.5.

In certain circumstances, we may place restrictions on switches between funds. These restrictions may include, but are not limited to:

- Requiring a minimum period of time between switches;
- Limiting the amount that may be switched between funds at any one time;
- Not accepting switch requests from an agent acting on your behalf.

If units are being switched out of the Self Invested Fund, the value of units in the fund will be that after assets in the Self Invested Fund have been realised.

### **Delay periods**

In certain circumstances, we may need to delay switches. The circumstances in which we may delay a switch can include the following:

- If a large number of customers want to take money out of the same fund at the same time.
- If there are practical problems selling the assets in which the fund is invested.
- For an externally managed fund, if the external manager who is responsible for the investment of any part of the fund imposes a delay.

Due to the high cost and time involved in selling properties, a delay of this sort is most likely to happen if you are invested in a fund with a high proportion of property or property related assets. The length of any delay will depend on how long it takes us to sell the assets in the fund. A minimum delay of six months would be likely to apply in this situation.

Switches from the Self Invested Fund will be delayed until assets in the fund have been realised. Depending on the nature of the underlying assets any delay may be considerable.

When there are more customers moving out of a fund than there are customers making new investments in it, we may reduce the value of the units in the fund. See section 2.2 for further details.

Delayed switches will be based on the value of units at the end of the period when the switch actually takes place.

Once you have given us notice that you want to switch between funds you cannot change your mind during any notice period.

## **Section 3**

### **Charges**

This section deals with the amount of the contribution we will place in the funds on your behalf and the charges you will have to pay. You must read this section and your plan schedule together.

#### **3.1 Entry charge on your single contribution**

For your single contribution the amount invested will be the single contribution multiplied by the percentage of contribution invested.

The percentage of your single contribution invested is shown in your schedule which is included in your welcome pack. If the percentage of contribution invested is less than 100%, the amount of money not invested is a charge.

#### **3.2 Entry charge on future single contributions**

If you choose to make an extra single contribution at any time, the percentage of contribution invested for the extra single contribution may be different from the percentage of contribution invested applying to your initial single contribution. The amount invested at that date will be your extra single contribution multiplied by the percentage of contribution invested. This percentage will be shown on your top-up schedule at that date.

The percentage of contribution invested for extra single contributions will be those available at the time you make the extra single contribution.

The amount not invested is a charge. Before making a single contribution, we advise that you check with Irish Life or your financial adviser as to what the percentage of contribution invested will be for single contributions.

#### **3.3 Yearly fund charge**

We will take fund charges and these will depend on the fund link you have chosen. This charge is taken as a percentage of your fund value. It can be different for each fund that you are invested in. You will find these charges in detail in section 2.3. The charge is reflected in the unit price of each of the different funds you have invested in.

#### **3.4 Yearly plan charge**

If this charge applies, it will be shown on your plan schedule. This charge is taken as a percentage of your fund value (if applicable). This will apply as well as the fund charge referred to in sections 2.3 and 3.3.

We will take one twelfth of the plan charge every month by cancelling units from the unit account.

### **3.5 Exit charge**

If we have increased the percentage of the contribution invested on your single contribution or any extra single contribution and you take money out of your plan before the fifth anniversary of the date of your contribution or the date you pay an extra single contribution, an percentage exit charge equal to the increase in the percentage of the contribution invested may apply. So if we have increased the percentage of your contribution invested by 1%, the exit charge that applies will be 1%. If this applies it will be shown on your plan schedule.

### **3.6 Investment in the Self-Invested Fund**

If you are invested in the Self-Invested Fund, there are certain additional charges and costs that will be deducted from that fund. These will depend on the particular investments you have chosen within the Self-Invested Fund. **These charges can vary from time to time, and also according to the type of investment you have chosen. You should ensure that you are aware of the charges that apply before you instruct us to carry out a transaction.** Charges may also arise in relation to any investments placed with external managers. Please see “Your guide to your Self-Invested Fund” for details on charges relating to the Self-Invested Fund.

It is your responsibility to ensure that there is sufficient cash in the Self-Invested Fund to meet charges and withdrawals as they fall due. If the cash element (liquidity account) of your Self-Invested Fund goes into overdraft, you may incur overdraft interest charges. Please see “Your guide to your Self-Invested Fund” for details

### **3.7 Future increases in charges**

We won't increase the charges outlined in these Terms and Conditions unless we need to because of an increase in the costs of dealing with the investment or if they vary as described in section 2.3.

## **Section 4**

### **Additional single contributions**

At any time, if you hold other pension assets it may be possible to transfer their value into this plan (depending on any laws in force at that time). We will not accept additional single contributions of less than €1,000. In certain circumstances we may refuse to accept additional single contributions. However, in that case we will tell you the reason for our refusal.

Assuming we accept, we will invest the additional single contribution in the fund or funds of your choice (if they are available) and place extra units in your plan based on the unit prices on the same working day we receive your additional single contribution. Your fund value will increase by the amount of your additional single contribution multiplied by the percentage of contribution invested as described in section 3.2.

## **Section 5**

### **Transfers out of your plan**

You may transfer the fund value to another ARF at any time, or use the fund value to buy an annuity. This annuity must be an annuity for your life with the income paid to you from the date you buy the annuity. We will not take off any tax as detailed in section 8.2 on these transfers. However, you are likely to have to pay tax on any payments from your new plan.

You may have to pay an exit charge as described in section 3.5, a market value adjuster may apply as described in section 2.5 and the transfer may be delayed as described in section 6.4. You also have the option of cashing in your plan as described in section 6.

## Section 6

### Cashing in your plan or taking a regular withdrawal

This section deals with what happens when you cash in all or part of your plan or you take a regular withdrawal.

#### 6.1 Cashing in your plan in full

You may cash in your plan in full at any time (however the withdrawal may be delayed as described in section 6.4). If you take your money out more than five years after you put it in, we will pay you your accumulated fund less any taxes due. A market value adjuster may apply to any part of your fund invested in the Capital Protection Fund. However, if you want to cash in your plan less than five years after putting your money in, if applicable we may reduce your fund value by taking off an 'exit' charge as described in section 3.5.

The unit prices we use to work out your withdrawal value will be those on the day we receive your filled-in claim form (depending on section 6.4) and any other documents we need. The plan will end after you have cashed it in.

Before we can pay a total or partial withdrawal, we will need:

- a filled-in claim form; and
- proof that you are entitled to claim the plan's proceeds. This will include these terms and conditions and the plan schedule.

See section 8 for details about tax on withdrawals.

#### 6.2 Cashing in part of your plan

You may withdraw money from your plan at any time (however, the withdrawal may be delayed as described in section 6.4) as long as:

- the amount you ask for is not less than €350; and
- the accumulated fund after you have made a withdrawal is at least €1,000.

We will reduce your withdrawals by the amount of income tax, Universal Social Charge and PRSI (if applicable) due and any other charges or levies ("tax") we must take off (as described in section 8). You may have to declare your withdrawal for tax purposes.

When you cash in part of your plan the accumulated fund left will be:

- the accumulated fund before the withdrawal;  
*less*
- the withdrawal amount you have asked for (before tax);
- any market adjustment that may apply as described in section 2.5;  
*and*
- if applicable an exit charge as described in section 3.5 (if you are withdrawing money before the fifth anniversary of the date you put it in).

If you do not say which fund or funds you would like to withdraw your money from, we will cash in units in each fund as a percentage of the value of the units placed in your plan from each fund at the date you make the withdrawal.

### **6.3 Minimum, regular and one-off withdrawals**

1. The Finance Act 2006 introduced an imputed distribution requirement where from the year you turn 61 we, as your qualifying fund manager, must deduct tax from your fund as if you had taken a minimum regular withdrawal.

To implement this, we will automatically pay you the minimum withdrawal rate each December, after tax has been deducted. As at May 2012, the minimum amounts (before tax) we will pay you from your fund will be 5% of the value of your fund at the end of the year. Where the total of your Approved Retirement Funds and Vested PRSAs are greater than €2 million then a withdrawal of at least 6% of the value of your ARF must be made each year. We set the minimum withdrawal rate in line with the required imputed distribution amount in place at the time of withdrawal. The minimum withdrawal rate may therefore change in the future to reflect changes in the legislation. It is your responsibility to let us know if you have other Approved Retirement Funds and Vested PRSAs with a total value of greater than €2 million.

You can choose to take a higher regular withdrawal than the rate shown above. See also 2 below.

Each year, in December, we will check the amount of withdrawals you have taken in that year. If for some reason you have taken less than the amounts specified above then we will deduct an amount from your fund to make up the difference and pay this to you (less a deduction for tax payable at that time) prior to the end of that calendar year.

2. You can choose to take a regular withdrawal of between the minimum withdrawal rate (currently 5% or 6% depending on the value of your total Approved Retirement Funds and Vested PRSAs) and 15% of your accumulated fund each year. This can be paid to you every month, every three months, every six months or every year. The details of this regular withdrawal will be outlined on your plan schedule. We will treat the regular withdrawal payments as if you were cashing in part of your plan on each payment date. However, we will not apply any exit charge or market value adjustment to these payments.

The accumulated fund value used to calculate your minimum or regular withdrawals as outlined in 1. and 2. above will be indicative, as the true value will not be known until assets in the fund are sold.

3. The way tax is calculated is outlined in section 8.
4. If you want to change either the percentage amounts of regular withdrawals or how often you receive them you must give us three months' notice in writing. We may charge a fee for this change to cover the administrative costs involved in changing the plan details.

5. If you are invested in the Self-Invested Fund, you should note that any withdrawal payments will be taken from the rest of your funds excluding your Self-Invested Fund first. If there are insufficient monies in your other funds excluding your Self-Invested then the withdrawal will be taken proportionately across all your funds including from the cash element (the liquidity account) of your Self-Invested Fund. If you are fully invested in your Self-Invested Fund then your withdrawal will be paid from the cash element (the liquidity account) of the Self-Invested Fund. If withdrawal payments are taken from your Self-Invested Fund it may cause your liquidity account to go into overdraft and you may incur overdraft interest charges. We reserve the right to dispose of any investments in the Self-Invested Fund in order to provide benefits including withdrawals under this plan or to clear any overdraft on the liquidity account part of your Self-Invested Fund. For your Self-Invested Fund, the accumulated fund value used to calculate your regular withdrawal will be indicative as the true value will not be known until assets in the fund are sold. We do not accept liability for any loss suffered as result. Please see "Your guide to your Self-Invested Fund" for more details.

#### **6.4 Power of delay**

In certain circumstances, we may need to delay withdrawals. The circumstances in which we may delay a withdrawal can include the following:

- If a large number of customers want to take money out of the same fund at the same time.
- If there are practical problems selling the assets in which the fund is invested.
- For an externally managed fund, if the external manager who is responsible for the investment of any part of the fund imposes a delay.

Due to the high cost and time involved in selling properties, a delay of this sort is most likely to happen if you are invested in a fund with a high proportion of property or property related assets. The length of any delay will depend on how long it takes us to sell the assets in the fund. A minimum delay of six months would be likely to apply in this situation.

If you have chosen to invest in the Self-Invested Fund, we will delay any withdrawals until assets in the fund have been realised. The transfer value will be based on the value of units at the end of this period. Depending on the nature of the underlying assets, any delay may be considerable.

When there are more customers moving out of a fund than there are customers making new investments in it, we may reduce the value of the units in the fund. See section 2.2 for further details.

Once you have given us notice that you wish to make a transfer payment you cannot change your mind during any notice period. If a transfer is delayed, we will carry out the transfer based on unit prices at the end of the notice period.

## Section 7

### Death benefit

This section deals with the procedure for making a claim under the plan and how we assess the claim.

- 7.1** On the date we are told about your death, we will switch the accumulated fund to the Pension Claims Cash Fund based on unit prices on that day. The death benefit we pay will be 100.1% of the value of the accumulated fund based on the unit price of the Pension Claims Cash Fund on the day we receive all the documents described in section 7.2.

If your spouse or registered civil partner inherits your **Complete Solutions** ARF 2, they can take out a new ARF in their own name with the accumulated fund from this plan.

See section 8 for details about tax on your death while the plan is in force.

- 7.2** Before we will pay or make available the accumulated fund to provide benefits, we must receive the following:
- a. A filled-in claim form.
  - b. Proof of entitlement to claim the proceeds of the plan. This would include these terms and conditions and the plan schedule.
  - c. Also, before we will pay the death benefit, we must receive proof of a valid death claim (including proof of death in the form of a death certificate and, if not previously produced, a birth certificate).
- 7.3** To protect your entitlements, we may need other proof that the person claiming is entitled to the proceeds of the plan. This extra proof may include items such as a 'power of attorney' or a 'grant of probate' or 'letters of administration'.
- 7.4** We reserve the right to dispose of any investments in the Self-Invested Fund in order to provide benefits including the death benefit under this plan. We do not accept liability for any loss suffered as a result. If you invest in an asset which has a fixed term, breakage fees may be incurred if assets have to be realised before the end of the fixed term is reached.

If you have chosen to invest in the Self-Invested Fund, we will delay paying any benefits until assets in the fund have been realised. The benefit value will be based on the value of units at the end of this period. Depending on the nature of the underlying assets, any delay may be considerable.

## **Section 8**

### **Tax**

Any taxes or levies imposed by the government will be collected by Irish Life and passed directly to the Revenue Commissioners.

#### **8.1 Tax on returns within the fund**

Returns accruing within ARF funds are normally exempt from tax. However, there are some exceptions to this as follows.

##### **Self-Invested Fund**

If you are invested in the Self-Invested Fund, the choice of assets is at your discretion, subject to the terms and conditions of the Complete Solutions contract. Some of the assets you choose may become liable to tax on income or gains made. Where tax is due under these investments, this will be paid to the relevant tax authority. This might be done within the investments you have chosen, and therefore reflected in the investment values you receive. Otherwise, any tax due will be deducted from your fund. Foreign withholding tax may be deducted in relation to income or gains on certain assets.

Where dividend payments are received on any shares held in your Self-Invested Fund, these may be liable to tax.

Irish Life will endeavour to arrange for dividends from Irish companies to be received gross of withholding tax. This may be arranged by obtaining relief at source or by reclaiming the withholding tax. Where any Irish dividend withholding tax is subject to a reclaim you may initially receive the dividends net of tax and subsequently receive the reclaimed tax amount. Under current tax legislation no withholding tax applies to UK dividends except in the circumstances outlined below.

Irish Life will seek to receive tax relief at source in the US in order to minimise the withholding tax amount deducted from any US dividends. Generally, relief at source reduces the withholding tax amount from the domestic rate of tax in the foreign jurisdiction to the treaty rate of tax as agreed between Ireland and the relevant foreign jurisdiction. The treaty rate is usually lower than the domestic rate however where the domestic rate of tax is lower than the treaty rate the domestic rate of tax is applied. Please note that there may be circumstances in which relief is not obtained on withholding taxes incurred. In these circumstances Irish Life will not be reclaiming any withholding taxes incurred. Such circumstances could include tax events where a W8-BEN tax form is not sufficient to obtain relief.

For other jurisdictions we will not seek relief at source and the domestic rate of tax will be applied. Where this is the case, Irish Life will not be reclaiming any withholding tax from these foreign jurisdictions.

To the extent that you invest in a collective investment vehicle, please note that tax may apply within the vehicle and also on any return from the vehicle. Where tax is incurred this will not be reclaimed.

Cross border shares can also be liable to irregular withholding tax rates across all markets including Ireland and the UK. Irish Life will not be reclaiming any withholding tax in these cases.

**Funds containing overseas property or other overseas assets**

Some funds may invest wholly or partly in property or other assets outside of Ireland. Any UK rental profit from property not held directly by Irish Life, i.e. profit from UK property companies, is subject to the basic UK rate of tax according to current United Kingdom tax law. UK tax incurred by Irish Life in respect of UK property will be deducted from the fund. Property held directly by Irish Life will not be subject to tax.

For any investments in overseas property, tax will be deducted on rental profit if this is required by the domestic tax rules of the relevant country. In some instances, depending on the domestic tax rules of the country, capital gains tax may also be payable on capital gains made within the fund.

For any investments in overseas assets, tax will be deducted on income or profits if this is required by the domestic tax rules of the relevant country. In some instances, withholding or other underlying taxes may apply, depending on the domestic tax rules of the relevant country.

Any tax due will be deducted from the fund and thus reflected in the fund performance. If tax legislation and practice changes during the term, this will be reflected in the fund value.

## **8.2 Tax on withdrawals and regular withdrawals**

Irish Life will deduct income tax, PRSI (if applicable), Universal Social Charge and any other charges or levies ("tax") from any distribution or deemed distributions from your fund. Distributions include withdrawals made from your fund including any regular withdrawals we pay you and certain other deemed distributions outlined in Section 784A of the TCA.

From the year you turn 61, Irish Life is obliged to deduct a minimum amount of income tax on a yearly basis relating to withdrawals made from the fund. Tax is payable on a minimum withdrawal from the fund at the end of each calendar year. The minimum withdrawal rate is currently 5% or 6% depending on the value of your total Approved Retirement Funds and Vested PRSAs. We set the minimum withdrawal rate in line with the required imputed distribution amount in place at the time of withdrawal. The minimum withdrawal rate may therefore change in the future to reflect changes in the legislation. Where an actual withdrawal is made during the year, tax will be paid on the greater amount of the minimum withdrawal specified above or the actual withdrawal.

We take this income tax under the Pay As You Earn (PAYE) system. If we receive a certificate of tax and standard rate cut-off point or a tax deduction card for a particular tax year, we will take tax in line with this. If we do not receive a certificate of tax and standard rate cut-off point or a tax deduction card for a particular tax year, by law we have to take income tax at the higher rate (which is currently 41% as at May 2012). Irish Life will deduct all relevant tax required by law in the manner described in Section 784A of the TCA and in a manner most appropriate to the administration of the policy.

If there is insufficient cash in the liquidity account part of your Self-Invested Fund Irish Life reserves the right to dispose of any investments in order to pay withdrawals including any regular withdrawals under this plan. This may cause tax to be incurred. We do not accept liability for any loss suffered as a result.

You need to be aware that the various assets available under the Self-Invested Fund (in particular under the Execution-only trading account) can have differing taxation treatments (including cross border stocks and also the different treatment between different classes of shares).

### 8.3 Tax on your death

We treat any payments from your **Complete Solutions** ARF 2 after you die as income for the tax year in which you die, and they are taxed under the PAYE system as outlined in section 8.2. We pass the rest, after tax, to your personal representatives. There are a number of exceptions to this rule.

We will not take income tax if either:

- the value of your **Complete Solutions** ARF 2 after your death is transferred to an ARF owned by your spouse or registered civil partner;
- the value of your **Complete Solutions** ARF 2 after your death is transferred for the benefit of any of your children who are under 21 on the day you die; or
- the value of an ARF owned by your spouse or registered civil partner which was set up on your death is transferred for the benefit of any of your children who are under 21 on the day your spouse or registered civil partner dies.

Income tax will be deducted at a rate of 30% (as at May 2012) if either:

- the value of your **Complete Solutions** ARF 2 after your death is transferred for the benefit of any of your children who are over 21 on the day you die; or
- the value is paid out on your death where you had set up this **Complete Solutions** ARF 2 with the proceeds of an ARF, AMRF or vested PRSA inherited after the death of your spouse or registered civil partner.

As well as any income tax due, there may also be Capital Acquisitions Tax due on the value of your plan, if the value of your **Complete Solutions** ARF 2 is not paid to your surviving spouse or registered civil partner or to any of your children over 21 years of age. The beneficiaries are responsible for paying this tax.

## Section 9

### Law

This plan is governed by the laws of Ireland and the Irish courts are the only courts which are entitled to hear disputes.

We will deal with this plan in line with current laws. If tax laws or any other relevant laws change after the start date, we will change the terms and conditions of the plan if this is necessary to keep the plan in line with those changes. We will write and tell you about any alterations in the terms and conditions.

Notes:

Notes:

### **Contact us**

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Fax: 01 704 1900

Website: [www.irishlife.ie](http://www.irishlife.ie)

Email: [customerservice@irishlife.ie](mailto:customerservice@irishlife.ie)

Write to: Irish Life Assurance plc, Lower Abbey St, Dublin 1.

Form: CA2RSAA

In the interest of customer service we will record and monitor calls.

Irish Life Assurance plc is regulated by the Central Bank of Ireland.

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