

Complete Solutions

Investment Only

Helping people build better futures



About us

Established in 1939, Irish Life Assurance plc is one of Ireland's leading life and pension companies. We are part of the Great-West Lifeco group of companies, one of the world's leading life assurance organisations.

Suitability and Customer Target Market

This plan might suit you if;

You are looking to invest some of your scheme's assets in an investment plan.

Solvency and financial condition report

Our Solvency and Financial Condition Report is available on our website at www.irishlife.ie.

Our contract is with you the trustee and not the member.

Complete Solutions Investment Only



Part one of this booklet is a summary of the product.

Part two of this booklet is the Terms and Conditions which explains:

- > the tax benefits of this plan;
- > the charges associated with this plan;
- > what to do if you change your mind after you take out this plan and
- the contact details for the Financial Services and Pensions Ombudsman in case you have a complaint.



We recommend that you get regular advice from your financial broker or adviser, in particular, before you make any decisions or changes to your plan.

All information including the terms and conditions of your plan will be provided in English.

The information and figures in this booklet are correct as at May 2023 but may change.

Keep track with online services



Access your plans and documents securely 24/7

Log on to www.irishlife.ie or download the app My Irish Life.





Online services



Switch to paperless



Compare fund performance



View your plan value and details



Switch between available funds



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Part two

Terms and Conditions



1. Introduction to Investment Only



This plan is designed for trustees of self-administered company pension schemes who want to take out an Investment Only plan as part of the investment strategy for their scheme.



Warning: If you invest in this product you may lose some or all of the money you invest.

2. Contributions and charges



Charges on your contributions

Your contributions buy units in a pension fund. This charge will depend on what you have agreed with your financial broker or adviser. The percentage of your contributions invested will be shown in your plan schedule, which you will receive in your welcome pack after you start this plan. This amount will buy units in each fund you choose.

- > For regular contributions, the percentage of your investment that we pay into the fund could vary between 93% and 100% (in other words, our charge could be up to 7%).
- > For single contributions, this percentage could vary between 95% and 100% (a charge of up to 5%).

Charge on extra contributions in the future

If you reduce regular contributions in the future, the percentage of your contributions we invest after the reduction may be lower. You should check with us or your financial broker or adviser what the new percentage invested will be for your regular contributions before you reduce your contributions.

Yearly plan charge

This charge is a percentage of your retirement value and can range from 0% to 0.5%, depending on what you have agreed with your financial broker or adviser. If this charge applies it will be shown on your plan schedule. We cancel units every month to pay for this charge.

Yearly fund charge

Each month we take a charge of 1/12th of the yearly fund charge applicable to each of your funds. We take this charge from the fund price evenly over the month. The charge for each fund is shown in your separate fund guide, which you should read before you invest.

Monthly plan fee

This is a monthly plan fee. It is currently €5.13 every month but may change every year in line with the Consumer Price Index (CPI).

3. Your investment decisions



This plan offers a wide range of fund options for you to choose from.



The funds that are right for you depends on the amount of risk you are willing to take.

Funds can rise and fall in value over the investment period. Lower-risk funds aim to protect your investment from large falls in value, but the potential for large gains is lower than if you choose a higher-risk fund.



Higher-risk investments, such as company shares, do not aim to protect your initial investment from large falls, but you do have the potential to gain much more, especially over the long term. You should realise that, in wanting a higher return, you need to accept that the value of these funds can move up and down, sometimes by large amounts.

Warning: If you invest in this product you may lose some or all of your money you invest.

Warning: The value of your investment may go down as well as up.

Warning: This product may be affected by changes in currency exchange rates.

Fund options

Your separate fund guide lists all the funds that are available on this plan. Your financial broker or adviser can help you decide what funds suit you best.

4. Contact us



How to contact us



By email

customerservice@irishlife.ie



By phone

01 704 1010



In writing

Customer Service Team, Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street Dublin 1





Terms and Conditions

Part two



You should read the document carefully as it contains important information.

Please keep this safe, as you will need it in the future.

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Definitions

Section 1

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

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

Annuity

A guaranteed payment made every month, or other agreed frequency, until death.

Approval

Approval from Revenue.

Connected Person

The term "connected person" is defined in accordance with Section 10 of the TCA and includes:

- > Any member's spouse or registered civil partner;
- 'Relatives' of any member or any member's spouse or registered civil partner, which includes brothers, sisters, parents, grandparents, children and grandchildren;
- > The spouse or registered civil partner of a 'relative' of any member or any member's spouse or registered civil partner.
- > The trustees of any settlement set up by any member;
- Individuals involved in a business partnership with the scheme with any member or any member's spouse, and those business partners' spouses or registered civil partners and relatives;

- > Any company over which any member, or the member and any person connected with him, have control;
- Any person or persons with whom any member acts to secure or exercise control of, or acquire a holding in a company are connected with any member in relation to that company.

Consumer Price Index (CPI)

The CPI published by the Irish Government to measure inflation. (If this is not available, we will use another appropriate alternative.)

Contribution due date

The date on which contributions should be made to us. You will choose how often you make contributions and this will be shown on the application form and confirmed on your plan schedule.

Fund

Any of the funds described in the separate fund guide.

Fund link

The fund or combination of funds in the panel of funds which the plan is linked to. The initial fund link will be shown on the schedule. However, this may change in the future.

Investment date

The date on which we receive a contribution from you for investment.

Pensions Act

The Pensions Act, 1990 as amended.

Plan schedule

The schedule that sets out the details of your plan and forms part of the plan.

Regular contributions

Any regular contribution as shown in the plan schedule or otherwise made according to the terms of this plan. It includes any increases in regular contributions (see section 2.4). It does not include any single contributions made on a one-off basis.

Retirement value

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

- > The number of units in the plan multiplied by
- > the unit prices of the funds less any charges.

Scheme

The self-administered scheme named on the application form.

Single contribution

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

Suspension

Where we have agreed that you can stop regular contributions for a fixed period (see section 3.7).

Third party

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

Trustee

The person, people or organisation named in the application form and plan schedule as trustee, or any other person who we are told is a trustee of the self-administered scheme, including pensioneer trustees (if applicable).

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 deductions. We set aside a number of these units for the plan to work out its value.

We, us, our

Irish Life Assurance plc. (Irish Life)

Your, you

The person named as the trustee in the plan schedule.

Complete Solutions Investment only and ApprovalSection 2

This section describes the plan and approval details.

2.1 Trustees of self-administered pension schemes can use this plan as a way of investing funds from that scheme for the benefit of the scheme members when they retire.

It is a contract between us, Irish Life Assurance plc, and you, the trustee named on the application form. The contract includes: this set of terms and conditions:

- > the plan schedule;
- > the application forms
- > the fund rules; and
- > any extra rules or endorsements which we may add.

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 we add in the future will also form part of the plan. Together they form the terms and conditions of the plan.

We have issued this plan to you on the understanding that the questions in the application form and any related correspondence have been answered honestly and with reasonable care. If your answers to our questions are false or misleading in any material respect, and you know that they are false or misleading or consciously disregard if they are false or misleading (a "fraudulent misrepresentation") or any of your

conduct involved fraud, this plan will be treated as void from the start of your policy. If this happens, you will lose all your rights under the plan, we will not pay any claim and we will not return any payments.

If you ask, we will pay you the fund that has built up at that date. Certain restrictions may apply and we have printed these further on in this document. The amount of this benefit depends on the contributions made, the return on the investment and the charges taken from this plan.

We will pay benefits from our Head Office in Ireland, the Irish Life Centre, 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. The only rules, terms or conditions that are legally binding are those shown in our contract with you.

In the event of 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 directly or indirectly prevented from fulfilling our obligations under or pursuant to this plan or from doing so in a timely manner. If this happens, we will not be liable for any loss, damage or inconvenience caused.

Approval

- 2.2 The self-administered scheme which this investment is linked to must be approved by the Revenue Commissioners under Chapter 1 Part 30 of the TCA. If the scheme ends or is no longer approved by the Revenue Commissioners, you must let us know. We will pay the benefits under the plan in line with the terms and conditions. The contributions made to this plan should not be greater than those allowed by the Revenue Commissioners.
- 2.3 We will not accept extra contributions into this plan if the self administeredscheme is no longer approved by Revenue as an exempt approved scheme. You must let us know about any change to the approval of the scheme.

Contributions

Section 3

This section describes the way in which you can make contributions.

- **3.1** The amount you have chosen to pay and how often you have chosen to pay are set out in the schedule. These are called regular contributions.
- **3.2** We allow 30 days for each contribution to be made unless regular contributions are made in monthly instalments, this period is 10 days. If no contribution is made within these periods, we will assume contributions have stopped under the plan (see section 3.8) unless the option to suspend contributions has been chosen under section 3.7.
- **3.3** Each time a contribution is made we place units from one or more of the funds into the plan according to the terms of the latest fund link and in the way described in section 5. We use the unit price of each fund to work out the number of units from each fund, which we will place in the plan.

Our current policy is to use unit prices effective on the same working day we receive your contribution. We may change this policy in the future to use unit prices effective on a different date. We advise that you check with Irish Life or your financial broker or adviser what our policy is at the time you make a contribution

This plan is issued on the understanding that the rules of the self-administered scheme allow for investment of the funds

into this type of plan. In certain funds there may be a maximum amount allowed to be invested

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 fund managers place money, suffers insolvency or other financial difficulty.

3.4 Changing your contributions

Non-automatic increases in regular contributions

You may ask our customer service team to increase the regular contribution giving at least one calendar months' notice.

Any increase must be at least as large as the minimum we allow. This minimum amount may vary depending on the particular fund. There may be restrictions on increasing your regular contribution into certain funds.

Automatic increases in contributions

If you have chosen to increase contributions in line with inflation, your regular contribution will automatically increase each year on the anniversary of the start date (as shown on the plan schedule). Your regular contributions will increase each

year in line with the CPI. When the CPI is low, we may set the increase at a slightly higher minimum amount. (This is currently 5% but this percentage is a guide only. The actual percentage increase may be different when we work out the increase in your contribution.) We will tell you what this increase will be

If we do not receive the increased contribution within 10 days of your plan anniversary (30 days for annual contributions) we will assume you have turned down the increase in contribution for that year. However, we will offer you a similar increase in the following year. If you decide in the future that you do not want us to offer you this option, you must tell us.

We may use an index other than the CPI to work out the rates that apply. We may also use a period other than one ending on an anniversary of the start date of the plan.

3.5 Reducing regular contributions

You can ask us to reduce the regular contribution at any stage by giving one month's notice. The reduced regular contribution must be at least as large as the minimum we allow.

3.6 Option to make single contributions

You may add single contributions to your regular contributions at any time. You can make only single contributions if you want. It is not possible to add regular contributions to a plan if you start with a single contribution. There may be restrictions on investing in certain funds. (We describe some of these in section 5). There may also be restrictions imposed by Revenue. The investment terms that apply to single contributions will be those available at the time you make your single contribution. We will add units to your account for your single contribution

based on the unit price of units on the day we receive your contribution at Head Office. The single contributions may not be less than the minimum amount we allow. This minimum amount may vary by fund.

3.7 Suspending regular contributions

You can suspend the regular contributions at any time.

The option to suspend regular contributions is available if you tell us of the start date and end date of the suspension period, at least one month before the next contribution due date.

If you use this option, the following will apply:

- > The plan will continue in force and any charges that apply (for example, the plan fee and fund charge) before the suspension period will continue to apply for the suspension period. If the value of the retirement value falls to zero, the plan will end without a value and we will not pay any benefits.
- > You must continue to make the regular contribution from the end of the suspension period. If you do not do this, the plan will become paid-up (see next section).

3.8 Paid-up plan

A plan will become a paid-up plan in the following circumstances:

- You do not make regular contributions without giving us notice and you have not chosen to suspend your contributions
- > You choose to have the plan changed to a paid-up plan.

Where you have chosen options under sections 3.7 and 3.8, we will continue to take the yearly fund charges and the plan fee.

If a plan has become a paid-up plan, the fund which has built up in the plan will stay invested in the fund (or funds) you have chosen until you decide to take benefits. If the value of the fund falls to zero, the plan will end without a value and we will not pay any benefits.

3.9 Reinstating the plan

If regular contributions have been stopped under sections 3.7 or 3.8, you may ask us to reinstate the plan. You must do this in writing.

3.10 Delay periods

In certain circumstances, we may need to delay new investments, switches, or transfers into or out of your plan.

This may be because:

- > there is a large number of customers wishing to put money in or take money out of the same fund at the same time,
- if there are practical problems buying or selling the assets within the fund
- > if the fund manager who is responsible for the investment of any part of the fund imposes such a delay.
- if you invest in markets or funds with assets with significant time differences including trading or settlement time differences. An example of this is Asian markets.

Due to the high cost and time involved in buying and selling properties, a delay of this sort is most likely to happen if you are investing in a property fund (or 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 buy the assets in the fund. A significant delay would be likely to apply in this situation. This delay would be no more than 18 months.

When there are more customers moving out of a fund than making new investments in it or when there are more customers making new investments than moving out of a fund, 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.

If we delay a new investment, it will be based on the unit price at the end of the period.

Benefits

Section 4

This section explains the benefits we provide.

4.1 We will pay the retirement value which has built up when you ask. The payment to the scheme will be the value of the retirement value at the date the transfer takes place less any exit charge that may apply. Please see section 6.7.

We will work out the value of units at that date using the unit price of the units for the day we receive your written request to withdraw the fund

The reasons why we may need to delay switches are explained in section 3.3 of these terms and conditions.

Once we have been given notice that a switch is to be made between funds this decision cannot be changed during any notice period.

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

- **4.2** You cannot transfer the benefits under this plan to anyone else.
- **4.3** The benefits payable from the scheme using the proceeds of this plan are determined by you, and are provided at your discretion in accordance with the rules of the scheme. We will not pay the scheme benefits for you.

4.4 Family law and pensions

If the member is involved in a judicial separation, divorce, dissolution of a civil partnership or ending of a relationship with a qualified cohabitant, a pension adjustment order may be granted by the courts over the benefits when the member retires or dies. The member can get more information on how pension adjustment orders work from the Pensions Authority or their solicitor. You can reach the Pensions Authority at the following address:

The Pensions Authority 4th Floor Lincoln House Lincoln Place Dublin 2

Phone: 01 613 1900

Email: info@pensionsauthority.ie

Website: www.pensionsauthority.ie

Funds and unit prices

Section 5

This section explains how the investment funds work.

5.1 Introduction

This plan is unit-linked. Unit-linking is simply a way of working out the value of the plan on any date. You do not own the units. The plan will be linked to units in one or more of the funds available on this plan. The maximum number of funds the plan may be linked to is 10. We can change the funds available on this plan at any stage. We can also close a fund to new contributions or close it entirely and move existing customers to other funds open at that time. If you are invested in the closing fund we will inform you of this change. It may happen that in order to protect customers' fund values we have to close a fund immediately without any advance notice. In this event we will notify you as soon as possible after the fund closes.

5.2 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 deducting the fund charge. Unit prices may fall as well as rise.

Our current policy is to use unit prices effective on the same working day we receive your contribution. We may change this policy in the future to use unit prices effective on a different date. We advise that you check with Irish Life or your financial broker or adviser what our policy is at the time you make a contribution.

When there are more customers moving out of a fund than making new investments in it or when there are more customers making new investments than moving out of a fund, 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 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 clients 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

Details of how we work out fund prices can be found in our Fund Operating Procedures governing the funds. These are available online at www.irishlife.ie or from the Irish Life Head Office.

5.3 Fund charges

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

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Active Managed Fund Series P	0.75%	0.00%	0.75%
Amundi Absolute Return Multi-Strategy Series P	0.75%	0.65%	1.40%
Amundi Euroland Equity Small Cap Series P	0.75%	0.65%	1.40%
Amundi European Equity Conservative Series P	0.75%	0.65%	1.40%
Amundi Global Aggregate Bond Series P	0.75%	0.45%	1.20%
Amundi Global ESG Ecology Equity Series P	0.75%	0.65%	1.40%
Amundi Multi-Asset Sustainable Future Series P	0.75%	0.51%	1.26%
Amundi Protect 90 Series P	0.75%	0.60%	1.35%

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Amundi Real Assets Target Income Series P	0.75%	0.60%	1.35%
Consensus Cautious Fund Series P	0.75%	0.00%	0.75%
Consensus Equity Fund Series P	0.75%	0.00%	0.75%
Consensus Fund Series P	0.75%	0.00%	0.75%
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%
Dynamic Global Equity Fund Series P	0.75%	0.00%	0.75%
Ethical Global Equity Fund Series P	0.75%	0.00%	0.75%
Exempt Property Fund P1	1.00%	0.00%	1.00%
Fidelity China Fund Series P	0.75%	1.15%	1.90%

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Fidelity EMEA Fund Series P	0.75%	1.15%	1.90%
Fidelity India China Fund Series P	0.75%	1.15%	1.90%
Fidelity India Fund Series P	0.75%	1.15%	1.90%
Fidelity MASD Fund Series P	0.75%	0.90%	1.65%
Fidelity World Series P	0.75%	0.70%	1.45%
Global Cash Fund Series P	0.75%	0.00%	0.75%
Global Consensus FTSE World Hedged Series P	0.75%	0.20%	0.95%
Global Consensus Fund Series P	0.75%	0.20%	0.95%
Global Opportunities Fund P	0.75%	0.00%	0.75%
Global Select Fund Series P	0.75%	0.00%	0.75%
Indexed Commodities Fund Series P	0.75%	0.20%	0.95%

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Indexed Emerging Market Equity Fund Series P	0.75%	0.00%	0.75%
Indexed Euro Corporate Bond Series P	0.75%	0.00%	0.75%
Indexed Euro Short Dated Bond Fund Series P	0.75%	0.00%	0.75%
Indexed European Equity Series P	0.75%	0.00%	0.75%
Indexed Fixed Interest Series P	0.75%	0.00%	0.75%
Indexed Global REIT Fund Series P	0.75%	0.00%	0.75%
Indexed Inflation Linked Bond Fund Series P	0.75%	0.00%	0.75%
Indexed Irish Equity Series P	0.75%	0.00%	0.75%
Indexed Japanese Equity Series P	0.75%	0.00%	0.75%
Indexed North American Equity Series P	0.75%	0.00%	0.75%

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Indexed Pacific Equity Series P	0.75%	0.00%	0.75%
Indexed Technology Fund Series P	0.75%	0.00%	0.75%
Indexed UK Equity Series P	0.75%	0.00%	0.75%
Indexed World Equities Series P	0.75%	0.00%	0.75%
Infrastructure Equities Fund Series P	0.75%	0.60%	1.35%
Irish Life FORUM 3 Series P	0.74%	0.01%	0.75%
Irish Life FORUM 4 Series P	0.74%	0.01%	0.75%
Irish Life FORUM 5 Series P	0.74%	0.01%	0.75%
Multi Asset Portfolio 2 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 3 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 4 Series P	0.75%	0.15%	0.90%

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Multi Asset Portfolio 5 Series P	0.75%	0.15%	0.90%
Multi Asset Portfolio 6 Series P	0.75%	0.05%	0.80%
Multi-Manager Target Return Fund Series P	0.70%	0.68%	1.38%
Pension Protection Fund	0.75%	0.00%	0.75%
Property Portfolio Fund Series P1	0.75%	0.75%	1.50%
Protected Consensus Markets Fund Series P	1.23%	0.00%	1.23%
Setanta Active Multi-Asset 3 Series P	0.73%	0.02%	0.75%
Setanta Active Multi-Asset 4 Series P	0.73%	0.02%	0.75%
Setanta Active Multi-Asset 5 Series P	0.73%	0.02%	0.75%
Setanta Balanced Dividend Fund Series P	0.75%	0.00%	0.75%
Setanta Equity Dividend Fund Series P	0.75%	0.00%	0.75%

Panel of funds as of May 2023	Standard charge	Estimated average level of variable charge	Total average estimated fund charge each year
Setanta Global Equity Fund Series P	0.75%	0.00%	0.75%
Setanta Income Opportunities Fund Series P	0.75%	0.00%	0.75%
Setanta Managed Fund Series P	0.75%	0.00%	0.75%

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 fund manager may at some point choose to invest in assets which attract additional charges but the current expectation is that they will not.

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 (fund managers) other than Irish Life. There are charges taken from these funds by both Irish Life and these fund managers.

The 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.

- Charges on the overall fund will vary according to the proportion of the fund invested in each of the underlying funds and the specific charges for these funds. The underlying funds may also change in the future and different charges for the new funds may lead to overall fund charge changing.
- Costs associated with managing a fund may vary and change over time. These costs include, for example, license fees where funds track a particular index, legal, accounting and marketing costs.
- > Some funds 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 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, the estimated average level of the variable charge will reflect our best estimate of the total charges we expect will be incurred by the fund over the long term. However, the total charge may be higher or lower than this depending on the factors outlined above.

It is possible that the charge on some funds may vary in the future and therefore will not be fixed throughout the lifetime of the plan.

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:

- > there is an increase in the costs of dealing with the investment. If this happens, we will give you notice of the increase
- 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.

Fund guide

Please refer to your separate relevant fund guides for further information on the funds available on this plan. These guides must be read in conjunction with the terms and conditions.

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. Where a fund manager engages in securities lending, they may keep some or all of the revenue from this activity for themselves.

Funds which are managed by Irish Life Investment Managers or Setanta Asset Managers will include securities lending on equities and bonds as part of its investment strategy. The aim of securities lending is to earn an additional return for the fund(s). Securities lending involves the lending of some assets of the fund to selected financial institutions. Whilst the objective is to enhance returns to the fund, in certain circumstances the fund could suffer a loss if the financial institution(s) encountered financial difficulties.

Incentive fees

Some fund managers may deduct an incentive fee if they achieve positive investment returns on the funds they manage. Depending on the particular fund, circumstances in which an incentive fee may be deducted by the fund manager include the following:

- If the investment returns exceed a certain level 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 deducted, this will be reflected in the unit price.

Counterparty risk

We are not liable for any loss incurred by any of the investments in the funds available under this plan. It is important to note that the value of investments with any fund manager may be affected if any of the institutions with whom money is placed suffers insolvency or any other financial difficulties. The value of your units will reflect the value of the assets recovered from that manager. We will not use any of our assets to make up any shortfall.

Fund managers

We will represent the key features of funds in our literature. Some fund managers may have discretion over the nature and choice of assets, custodians and institutions with whom they place money, and the expenses incurred, within any part of the fund they manage.

Our commitment to you is to pass on the full value of the fund we receive from the fund manager for your plan. We are not liable for any pricing inaccuracies by fund managers or any losses caused by the acts or omissions of a fund manager. Our commitment is restricted to the returns we actually receive from the fund manager.

The fund performance achieved by our fund managers may be slightly different to the return achieved on your plan due to factors such as timing of investments, plan charges and any changes in the values of currencies. Some investments may be legally held in other countries outside of Ireland and where a fund is based will impact on how it is regulated.

5.4 Amundi Protect 90 Fund

How the Amundi Protect 90 Fund is invested

The Amundi Protect 90 fund invests in a sub-fund of an Irish Collective Asset Vehicle (ICAV) set up by Amundi Ireland Limited.

An ICAV is an Irish corporate vehicle designed for investment funds and is regulated by the Central Bank of Ireland. The ICAV will invest in a range of assets, mainly bonds, shares and cash. The assets held may change over time, as decided by Amundi Asset Management, who are the investment manager to the ICAV.

Working out the Unit Price

Irish Life Assurance will calculate the unit price of the Amundi Protect 90 fund each day based on the ICAV unit price provided by Amundi Asset Management. The unit price of the Amundi Protect 90 Fund will go down as well as up over time depending on the unit price of the ICAV. The unit price of the ICAV will go down as well as up over time depending on how the assets in the ICAV perform.

90% Protection

Amundi SA provides 90% protection to the ICAV – this is assurance that the ICAV will never fall by more than 10% from the highest value achieved since the ICAV launch date of August 2022. Irish Life does not provide the 90% protection on Amundi Protect 90.

Irish Life has an agreement with Amundi Asset Management, which provides Irish Life with access to the ICAV that the Amundi Protect 90 fund invests in. The ICAV has an agreement with Amundi SA to provide the investment protection for five

years from the launch date August 2022, but Irish Life is not a direct party to that agreement. Your contract is with us, Irish Life. The 90% protection applies to the number of units held in the Amundi Protect 90 fund on your plan. Any charges or unit cancellations will reduce the number of units invested in your plan. Our commitment to you is to pass on the full amount received from the ICAV for your investment. This means we will only pay you the amount we actually receive from the ICAV. No other assets of Irish Life will be used to meet these commitments.

If Amundi SA are unable to make up any shortfall in the ICAV, for example due to insolvency, this may mean that the ICAV is unable to pay Irish Life at least 90% of the highest price. This would mean that the value of your investment in the Amundi Protect 90 fund may fall below 90% of what you invested in the fund. The Amundi Protect 90 fund is not able to protect you from the risk that Amundi SA do not pay the full amount to Irish Life. Irish Life will not use any of its assets to make up any shortfall should this occur.

Poor investment market returns could result in the assets in the ICAV losing more than 10% from their highest value. If this happens, Amundi SA will make up any shortfall, limiting the investment losses to a maximum of 10% from the highest point achieved. It is possible that, if the Amundi Protect 90 Fund were to fall significantly in value, up to 100% of the Amundi Protect 90 Fund could be invested in cash. This would significantly reduce the growth potential of the Amundi Protect 90 Fund.

At this point, the fund has become cash-locked and it will no longer be possible to manage the fund to its original objective. If the ICAV becomes cash locked, Irish Life will close the Amundi Protect 90 Fund and the value of the fund at that time will be

passed to Irish Life. The proceeds received by Irish Life will be reflected in the price of the Amundi Protect 90 fund.

If a cash-lock is triggered, the fund charges will continue to be deducted from the Amundi Protect 90 Fund until you are switched out of the fund. If the fund charges are greater than the growth rate of the Amundi Protect 90 Fund at that stage, it may reduce the amount payable. This would mean that you could get back less than 90% of the highest ever Unit Price.

As soon as practically possible, we will switch your money out of the Amundi Protect 90 fund and into a separate cash fund on your plan. If there is no cash fund available, we will switch the proceeds to another fund available on your plan.

Expiry of the protection

The protection agreement between the ICAV and Amundi SA lasts for five years from the launch date August 2022. Therefore, the Amundi Protect 90 fund will be available for that period. During the last year of this five-year period, the ICAV and Amundi SA will consider extending the agreement – this could extend the period over which the Amundi Protect 90 fund is available. If either party does not wish to extend the agreement, Irish Life will close the fund and switch your money into a separate cash fund on your plan. If there is no cash fund available, Irish Life will switch to another fund available on your plan. If this happens, we will keep you fully informed and you will have the option to switch into any other available fund of your choice on your plan.

There are limited circumstances where the protection provider may cease the protection cover earlier, for example if there were a change in law that led to additional costs in providing the protection. If this happens, the

protection provider will have to provide notice and the protection will still apply up to the point of termination. In the unlikely event that this occurs, we will keep you fully informed.

Closure of the Amundi Protect 90 Fund to new contributions

There are circumstances in which we may choose to close the Amundi Protect 90 Fund to new contributions (regular or single premiums, switches) with immediate effect, these include but are not limited to:

- > If Amundi close the ICAV or sub-fund to further contributions
- > If the ICAV cash locks.

If this occurs, we will re-direct your contribution to a cash fund, if available, at that time or an alternative fund. We will inform you this has occurred and give you options on which fund you want to invest in, in the future.

Closure of the Amundi Protect 90 Fund

There may be circumstances where we choose to close the Amundi Protect 90 Fund and we reserve the right to do so; these circumstances include but are not limited to:

- > If Amundi close the ICAV or sub-fund
- > If the protection is reduced or removed.
- > If the fund cash locks (as explained above)
- If there are material difficulties in operating the fund as intended.

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

- > Switching to a cash fund, if available, at the time. This switch would occur by a certain date. If there is no cash fund available, we will switch to another fund available on your plan.
- > Switching to any other fund of your choice on your plan in advance of this date.

5.5 The Protected Consensus Markets Fund

This fund invests in the Consensus Markets Fund and the Protected Fund. The percentages invested in each will change time.

A higher percentage (up to 100%) will be invested in the Consensus Markets Fund when it is performing better. If it performs poorly, a higher percentage is invested in the Protected Fund (up to 100%).

The Protected Price Pledge

This fund has a Protected Price Pledge that aims for the unit price not to fall below 80% of its highest ever value. The Protected Price Pledge is ultimately provided by Deutsche Bank AG (Deutsche Bank) who will make up the shortfall if the unit price falls below 80% of its highest ever value.

There are certain circumstances in which the Protected Price Pledge may not apply.

Your contract is provided by Irish Life Assurance (Irish Life), however we do not provide the Protected Price Pledge. Irish Life has a contract with Deutsche Bank to provide us with the Protected Price Pledge for 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. <u>Our commitment to you is restricted to the amount which we actually receive from Deutsche Bank.</u> 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 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.

If the Protected Price Pledge is triggered, we will delay any switches, withdrawals, transfers or benefit payments until after Deutsche Bank has paid the amounts due to us.

Expiry of the Protected Price Pledge

The Protected Price Pledge contract between Irish Life and Deutsche Bank applies for the period up to 11 September 2025. This may be extended and we will inform 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 including but 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.
- > If either party refuses or fails to pay 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 party 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 parties obligations under the contract become impossible to fulfil or illegal or infringe applicable laws.
- > If there is a regulatory investigation of either party 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 inform you if this occurs.

Fund charges will continue to be deducted from the Protected Consensus Markets Fund after the Protected Price Pledge is triggered. If you stay invested in the fund, and the fund charges are greater than the growth rate of the Protected Fund you could get back less than 80% of the highest ever unit price.

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 contributions, 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 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 inform you of this change and the other fund options available to you at that time.

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; including but 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 2025.
- > If there are material difficulties in operating the fund as intended.

Should this happen, we will give you 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.

For full information on the Protected Consensus Markets Fund please see the separate fund guide.

5.6 Switching between funds - future contribution

You may choose to change the funds into which we place units in this plan. We need one month's written notice to do this. We do not currently charge for this option. We may charge in the future to cover our administration costs.

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.

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.

5.7 Switching between funds - retirement value

You may choose to switch the retirement value 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 determined according to our switching policy in place at the time of the switch. Our current policy is to use unit prices for the same working day we receive your written request unless your switch is subject to a delay period (see below). However, we reserve the right to change our switching

policy in the future. We advise that you check with Irish Life or your financial broker or adviser as to what our switching policy is at the time you switch.

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.

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.

or

After a switch has taken place, we will send you a switch letter. This switch letter forms part of your plan.

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.

Delay periods

We may need to delay switches in and out of your retirement value. Some of these reasons are explained in section 3.10 of these terms and conditions.

Once we have been given notice that a switch is to be made between funds this decision cannot be changed during the notice period.

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

Charges

Section 6

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

6.1 Entry charge on your regular contributions or single contributions

For your regular contribution (if any) the amount invested will be the regular contribution multiplied by the percentage of contribution invested for the first year and the percentage of contribution invested for other years.

For your single contribution (if any) the amount invested will be the single contribution multiplied by the percentage of contribution invested.

These percentages are shown on your plan schedule which is included in your Welcome Pack. The amount not invested is a charge.

6.2 Entry charge on extra regular contributions in the future or on future single contributions

If you increase your regular contribution at any time, the percentage of contribution invested for the increase may be different from the percentage of contribution invested for the rest of your regular contribution. The amount invested at that date will be your extra regular contribution multiplied by the percentage of contribution invested.

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 for 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 increases in regular contributions or extra single contributions will be those available at the time you increase your regular contribution or make the extra single contribution.

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

6.3 Decreasing your regular contribution in the future

If you decrease your regular contribution in the future, the percentage of contribution invested for your regular contribution following the decrease may be lower, we advise that you check with Irish Life or your financial broker or adviser as to what the percentage of contribution invested will be for your regular contribution before decreasing your contributions.

6.4 Yearly fund charge

This charge is calculated taken as a percentage of your retirement value. It can be different for each fund that you are investing in. Fund charges for each fund are shown in section 5 of this booklet. The total fund charge is reflected daily in the unit price of each of the different funds you have invested in. Each month we take a fund charge of one twelfth of the annual fund charge for each of your chosen funds. We take this charge from the unit price evenly over the month.

We reserve the right to change the way the fund charge is deducted in the future. We may decide to cancel units from the unit account every month to reflect some or all of these charges.

6.5 Yearly plan charge

This charge is a percentage of your retirement value and can range from 0% to 0.5%, depending on what you have agreed with your financial broker or financial adviser. If this charge applies it will be shown on your plan schedule.

We will take one twelfth of the plan charge every month by cancelling units from the unit account. We will cancel units from the unit account in the same percentage as the latest fund link for new regular contributions we have been told about

In certain cases, we may add extra units to your investment each month so we can reduce the effect of your fund charge. If this applies to you, you will find details in your schedule. This reduction may be different for annual or single contributions, or for additional future contributions you make.

6.6 Plan fee

This charge will be deducted from your fund on a monthly basis. The fee of €5.13 a month (May 2023) will be increased each year in line with the increase in the Consumer Price Index for the previous year.

6.7 Exit charge

If you take money out of your plan before five years after the start date of any contribution, an exit charge may be applied.

If we have increased the normal percentage of contribution invested for any reason, and you take your fund out or retire before the fifth anniversary of the start of your investment or the date you pay extra regular contributions (including automatic indexation) or single contributions, an exit charge equal to the increase in the percentage of contribution invested will apply. If this applies, this exit charge is shown on your plan schedule.

6.8 Pensions Authority Fee

As a trustee, you may have to pay a fee to the Pensions Authority each year in line with section 25, Pensions Act, 1990 as amended. We will not pay this fee for you.

6.9 Future increases in charges

We won't increase the charges outlined above unless we need to because of an increase in the costs of dealing with the investment or vary if they as described in section 5.3.

Claims

Section 7

This section explains how to make a claim under the plan and how we will assess a claim.

- **7.1** Before we pay or make available your benefits, we must receive the following;
 - (a) A completed claim form.
 - (b) Proof of entitlement to claim the proceeds of the plan.

Tax

Section 8

This section deals with tax laws.

Tax

8.1 If tax laws or any other relevant laws change after the start date, we will alter the terms and conditions of the plan if this is necessary to keep the plan in line with those changes. Any taxes or levies imposed by the government will be collected by Irish Life and passed directly to the Revenue.

We retain absolute discretion to determine, in accordance with all relevant legislation, its application and interpretation, the tax treatment of this plan.

Funds may invest wholly or partly in property or other assets outside of Ireland.

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

Alteration

- **8.2** We can change the terms and conditions of this plan. We will let you know about these variations and how, if at all, the benefits under the plan may be affected.
- **8.3** Any alteration which you are permitted to make by these terms and conditions will only be accepted and acted upon by Irish Life on your written authorisation.
- **8.4** All alterations must be in line with Revenue approval of the Scheme and associated plans and must have the agreement of Irish Life.
- **8.5** We do not accept responsibility for any losses incurred as a result of instructions received by you.

Cancellations

Section 9

This section explains your right to cancel the plan within 30 days and the circumstances where we can alter or cancel the plan.

9.1 Cooling-off period

If, after taking out this plan, you feel that it is not suitable, you may cancel it by writing to us. If you do this within 30 days from the date we send you your Welcome Pack (or a copy), we will cancel your plan and refund your regular contribution. We will refund any single contribution (or contributions), 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 contact your financial broker or adviser before you cancel the plan.

9.2 Can the policy be cancelled or amended by the insurer?

We can alter or cancel your plan and/or issue another plan in its place if at any time any of the following happens:

- > The Revenue remove their approval of this plan.
- > 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 plan increases unexpectedly we may need to increase the charges on your plan. If we alter or cancel the plan (or issue another in its place), we will send a notice to your last known address explaining the change and your options.

Complaints

Section 10

This section explains how to make a complaint.

If you experience any problems, please call your financial broker or adviser or contact our Customer Service Team. We monitor our complaints process to make sure it is of the highest standard. We hope you never have to complain. However, if for any reason you do, we want to hear from you.

If, having contacted our Customer Service Team, you feel we have not dealt fairly with your query, you can refer it to the Financial Services and Pensions Ombudsman. You can get more information from:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000 E-mail: info@fspo.ie

Website: www.fspo.ie

Law

Section 11

This section explains the law that governs this plan.

This plan will be governed by the laws of the Republic of Ireland and the Irish courts are the only courts which are entitled to hear any disputes.

If any court or any other relevant authority deems any provision (or part of a provision) of these conditions invalid, illegal or unenforceable then that provision will not form part of this plan. The other provisions of the plan will not be affected by this decision.

If tax laws or any other relevant law changes after the start date, we will change the terms and conditions of the plan if we need to do this to keep the plan in line with these changes. We will inform you about any changes to the terms and conditions.



Contact us

Phone 01 704 1010

8am to 8pm Monday to Thursday

10am to 6pm on Fridays

9am to 1pm on Saturdays

Email customerservice@irishlife.ie

Website www.irishlife.ie

Write to Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street, Dublin 1.

Irish Life Assurance plc, trading as Irish Life, is regulated by the Central Bank of Ireland. In the interest of customer service we will monitor calls.

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