

Complete Solutions PRSA Options (3%)

Product Information and Terms and Conditions

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 is suitable for you if you are looking for a long-term investment plan to provide for your retirement.

# Solvency and financial condition report

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

# **Complete Solutions PRSA Options (3%)**



Part One is a summary of the product.

Part Two is the Preliminary Disclosure Certificate.

Part Three is the Terms and Conditions.



We recommend that you get regular advice from your financial broker or adviser, in particular, before you make any changes to your plan and before you decide on your retirement options.

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 April 2024 but may change.

# **Keep track with online services**



# Access your plans and documents securely 24/7

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





# **Online services**



Go paperless



Check fund performance



See your plan and value details



Switch between available funds



# How to find your way around

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# **Part Three**

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# 1. Introduction to Personal Retirement Savings Accounts



Retirement is one of the biggest changes in our lives and like any other change it needs to be planned. Preparing for your retirement sets you up for the next phase in life.

PRSAs are Personal Retirement Savings Accounts. PRSAs aim to build a value, which can be used to provide retirement benefits when you retire.



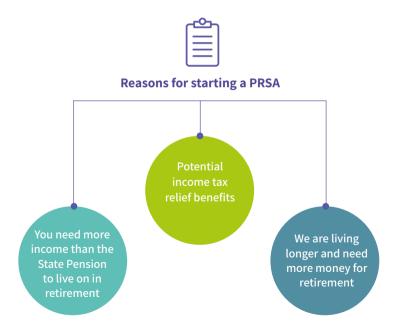
Warning: If you invest in this product you may lose some or all of the money you invest.

Warning: If you invest in this product you will not have any access to your money until age 60 and/or you retire.

# 2. Reasons for starting a PRSA



It's really important to start saving for retirement as early as possible. But it's never too late and there are many reasons why you should take out a PRSA.



# Factors that impact the amount of your PRSA contribution



# 3. Contributions and charges



## **Contributions**

The money you pay into your PRSA is also known as contributions. The Terms and Conditions section of this booklet explains contributions in more detail.

The minimum contribution is €300 a year. For example you can contribute €25 per month.

The maximum regular contribution is:

- > €10,000 if you pay every month
- > €15,000 if you pay every three months
- > €30,000 if you pay every six months
- > €60,000 if you pay once a year

You can pay any contribution over these amounts, however, it will be treated as a one-off contribution.

You can increase, reduce or stop paying into your plan for a while. Changes like this will affect the size of your retirement value at retirement.

## **Minimum Term**

The minimum investment term on Complete Solutions PRSA Options is two years. However, there is no minimum investment term if your contributions are paid by deduction from your payroll.

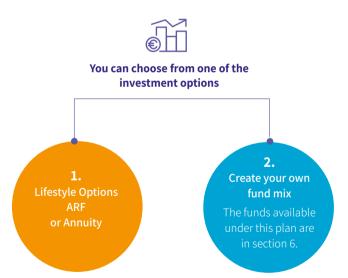
# **Charges**

There are two charges on your plan – an entry charge and a yearly fund charge.

These are explained in detail in part two of this booklet.

# **4.** Investment Options





Our Lifestyle Option strategies involve gradually moving your investment into a mix of lowand medium-risk funds as you move closer to retirement.

If you do not choose a Lifestyle Option Strategy or your own funds mix we will automatically invest you in the Default Investment Strategy (DIS). Full details about each of these strategies is in the Terms and Conditions section of this booklet.

# 5. Fund guide



#### The fund that is right for you depends on



1 The amount of risk you are comfortable with

and



How long you are investing for

# **Fund Descriptions**

You should also read our Fund Guide booklet which gives a description of the funds available on your plan (including the funds available within our Lifestyle Option Strategies) and outlines the level of risk and 'volatility rating' which apply. You should read it with this booklet.



There are different risks involved in investing in different fund options. You should speak to your financial broker or adviser about the risks associated with each fund before you make any fund switches.



You can get up to date fund descriptions, risk ratings and fund performance at irishlife.ie/investments/fund-prices-and-performance-investments

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

# **6. Retirement Options**



There are a number of options available to you at retirement depending on your circumstances. Based on current pension legislation you can take a cash lump sum and with the balance you can:



When you buy an annuity the money you use to buy the annuity is not available to you and is not available to your family after your death. If you chose an annuity that provides an income only for your lifetime, the income ends on your death. With an ARF, you can keep control of your retirement value and have a much wider investment choice, while having greater freedom to withdraw some of your retirement value when you need to. Making regular withdrawals may reduce your retirement value. It is possible that your retirement value could run out before you die. You have the option to buy your annuity and ARF with us or another provider.

As a general rule, you need to be between 60 and 75 years to take your pension benefits, but in certain circumstances it could be lower.

We have explained the current retirement options available in more details in the Terms and Conditions section of this booklet.



When you are retiring you can refer to our retirement guide, available on our website, which will explain in more detail the options available to you at the time you retire.

Warning: The income you get from this investment may go down as well as up.

# 7. 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, Ireland.





# Preliminary Disclosure Certificate

Part two

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- 4. Information on charges
- 5. Your right to change your mind (cooling off period)
- 6. Certificate

# 1. Information about the plan

# (a) Benefits

The aim of this plan is to provide the following benefits:

- build up a retirement value which can be claimed at your chosen retirement date; or
- pay the retirement value to your estate in the event of your death before retirement.

When you take your benefits, part of the retirement value may be paid to you in the form of a retirement lump sum and any balance can be used to provide one or more of the following options:

- > buy an annuity (pension for life); or
- > stay invested in your PRSA (vested PRSA) and draw down an income at your discretion, subject to income tax and any other taxes or government levies payable ("tax"); or
- > invest in an Approved Retirement Fund (ARF); or
- > take as a taxable cash sum, subject to appropriate tax deductions.

If you are paying AVCs into your PRSA, we will have to pay benefits, including your retirement lump sum, in line with (a) the rules of your main pension scheme at work, (b) maximum pension benefit limits and (c) Revenue guidelines.

# (b) Investment Strategy

The investment strategies available on this PRSA are:

## **Default Investment Strategies**

These strategies are pre-determined for the term of the plan and the funds you invest in are chosen by us.

Your investment is gradually moved by automatically switching between certain funds during the term of your plan as you get nearer your chosen retirement date.

We offer two different Default Investment Strategies:

**Default Investment Strategy (ARF)** – which is suitable if you intend to invest your retirement value in an Approved Retirement Fund after your chosen retirement date.

**Default Investment Strategy (Annuity)** – which is suitable if you intend to buy an annuity with your retirement value at your chosen retirement date.

## **Other Investment Strategies:**

## **Lifestyle Options**

These strategies allow you to choose your own funds to invest in until you are 5 years from your chosen retirement date, at which time your investment is automatically switched to predetermined funds for the remaining term of your plan.

We offer two different Lifestyle Options:

**ARF Lifestyle Option** – we automatically switch your investment into the Consensus fund

**Annuity Lifestyle Option** – we automatically switch your investment into the Consensus Fund and then gradually move your investment from the Consensus Fund into the Cash Fund (25%) and the Pension Protection Fund (75%) as you approach your chosen retirement date.

## **Own Choice Strategy**

You do not have to choose a Default Investment Strategy or Lifestyle Option. You can choose your own fund(s) from the outset or at a later date (up to a maximum of 10 funds).

If you have not selected any of the above strategies we will invest your money in the Default Investment Strategy (Annuity).

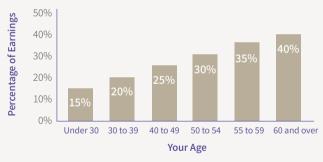
You can find more information about these funds in the fund guide.

# (c) Tax

Any taxes or levies imposed by the Government will be collected by Irish Life and passed directly to Revenue as required. The following information is based on current tax law.

#### Income Tax relief on contributions

You are not guaranteed income tax relief and to be eligible your income must be taxable under Schedule E or Schedule D (case I or II). You can claim income tax relief on your contributions up to a percentage of your net relevant earnings depending on your age. The net relevant earnings limit is €115,000 and may change in the future. Certain occupations may get income tax relief of 30% of earnings no matter how old you are.



These limits include any contributions which you may be paying to any other approved pension scheme or retirement annuity contract.

For all payment methods, except where you are paying contributions directly from your salary, it may be possible to carry forward tax relief to future years if the above limits are exceeded or where you pay contributions while you are not employed. If you are paying AVCs into your PRSA it is not possible to carry forward tax relief to a different employment.

#### Taxation of benefits

#### At retirement

The maximum retirement value allowed for tax purposes is the Standard Fund Threshold of €2,000,000. The only exception is if you hold a Personal Fund Threshold (PFT) issued in relation to pensions as at 1 January 2014 and certain prior dates. The relevant threshold will apply to the total value of all pension provisions held by you.

Any retirement value in excess of this amount will be liable to a once-off income tax charge of 40% before your retirement benefits are paid.

If you have not taken your benefits before age 75 you will have 30 days to complete a Benefit Crystallisation Event (BCE) certificate or else your retirement value will be liable to the once-off income tax at the top rate of tax on the assumption that you have exceeded the maximum pension fund allowed for tax purposes.

The maximum retirement lump sum that can be taken on retirement is 25% of your retirement value. If you are paying AVCs into your PRSA then the amount you can take as a retirement lump sum will depend on the rules of your main pension scheme at work and limits set by Revenue. This could be more or less than 25%.

The maximum tax-free amount you can receive is €200,000. Retirement lump sums between €200,000 and €500,000 will be taxed at the standard rate. Any retirement lump greater than €500,000 will be taxed at your marginal rate as income and subject to Pay Related Social Insurance (PRSI) and Universal Social Charge (USC) .

These are lifetime limits and apply in respect of all retirement lump sums received since 7th December 2005 and lump sums from a foreign pension arrangement received since 1 January 2023. These limits could change in the future.

If you remain invested in your PRSA (vested PRSA) you can make withdrawals subject to the income tax, USC and PRSI (if applicable).

If you die before taking benefits, the value of your fund will be paid to your estate. Inheritance tax may have to be paid by the beneficiaries.

If your PRSA is a vested PRSA and you die we will treat any payments as income for the tax year in which you die and we pass the rest, after tax, to your estate. Income tax is not due on the value of your vested PRSA if it is transferred to an ARF owned by your spouse or registered civil partner, or it is transferred for the benefit of any of your children who are under 21 on the day you die.

Income tax will be due at a rate of 30% if it is transferred for the benefit of any of your children who are over 21 on the day you die.

You can take the retirement value as a taxable cash lump sum.

You will have to pay income tax, USC and PRSI (if applicable)

You can use the retirement value to purchase an Annuity or invest in an ARF. You will have to pay any taxes applicable to the Annuity or ARF you invest in.

#### **Transfer overseas**

Transfers to an approved pension scheme overseas will be subject to tax as income. Income tax, Universal Social Charge and PRSI if applicable will be deducted from your transfer value under the PAYE system.

# Funds containing overseas property or other overseas assets

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

For investments in overseas assets, tax will be deducted on any income or gains if this is required by the domestic tax rules of the relevant country. In some instances, withholding or other underlying taxes may apply. Any tax due will be deducted from the fund and reflected in the fund's value.

# (d) Risk factors

The benefits from your PRSA are not guaranteed.

What your retirement value will be worth at retirement depends on how the funds you invest in perform. The value of investments can fall as well as rise. The pension your retirement value can buy will depend on your age and interest rates at the time you retire. The cost of buying a pension is very likely to change over time. Inflation can affect the value of your retirement benefits and you should regularly review the progress of your investment against your required retirement income levels.

You cannot encash your plan before age 60 and or you retire

If you stop paying contributions, your investment will continue to be invested with Irish Life until you retire, however charges will continue to be deducted and will likely impact your retirement value.

It is not possible to obtain a refund of your contributions paid after the cooling-off period as outlined in section 4.

Factors that you should consider when investing include your attitude to risk, capacity for loss and sustainability preference. This may change over the term of the plan and as you near retirement.

Funds have different levels of risk depending on the assets they are invested in. Cash and bonds tend to have lower volatility so are considered lower risk while equities and property funds tend to be more volatile and are considered higher risk.

There are other risks to consider when selecting funds including possible currency risk and the level of diversification of your investment.

# 2. The projected level of benefits

The benefits that will emerge from your PRSA will depend, in particular, on the level of your contributions, how long you pay those contributions and the investment return achieved. The table below illustrates the projected benefits that might be obtained from this PRSA contract.

The figures will vary based on each individual's personal details and the benefits provided in each case. The figures below are based on the following details, which are those of a typical contributor:

**Customer:** Aged 35 next birthday.

**Contribution:** €275 each month payable by direct debit,

assumed to increase by 3% each year.

**Term:** It is assumed that retirement benefits are taken

at age 65. This illustration assumes a term of 30 and a half years and that a total of 366

contributions are paid.

**Funds:** Contributions will be invested in line with the

Default Investment Strategy (Annuity); 100% in the Consensus Equity Fund at the outset, moving to the Consensus Fund, Cash Fund and Pension Protection Fund as described in

section 1(b).

**Retirement income:** The income is assumed to be paid monthly in

advance. The guaranteed period is 5 years, so in the event of early death during these five years, the income will continue to be paid for

the balance of this period. Thereafter the annuity will cease on your death. The income is also assumed to increase by 2% every year during your lifetime. The retirement income is on your life only. The annuity rate at your retirement date will depend on long-term interest rates and life expectancy assumptions at that time and is not guaranteed. The rate you receive when you retire could be higher or lower than this. Annuity rates fluctuate over time due to changing interest rates and life expectancy. Different annuity options can be chosen at retirement

Other funds with different charges are available if you decide to choose a different investment strategy. The choice of fund will determine what level of charges will apply.

We do not have sufficient information to produce a Certificate that reflects your specific circumstances. Consequently, the level of contributions, projected benefits and intermediary remuneration shown here may be misleading. If you accept the terms of this contract, we will subsequently send you a Statement of Reasonable Projection that will reflect your specific circumstances. You will then have 30 days in which you may cancel the contract if you wish.

#### **Table of benefits**

Year	€ Total amount of contributions paid into the PRSA contract to date	€ Projected investment growth to date	€ Projected PRSA contract value if no account is taken of applicable charges to date	€ Projected PRSA contract value if account is taken of applicable charges to date
1	3,300	79	3,379	3,253
2	6,699	311	7,010	6,701
3	10,200	707	10,907	10,352
4	13,806	1,278	15,084	14,217
5	17,520	2,038	19,559	18,304
10	37,831	9,158	46,989	42,435
15	61,376	23,325	84,702	73,786
20	88,672	47,101	135,773	114,263
25	120,316	83,803	204,119	165,758
30	156,999	137,713	294,712	230,751
NRA	161,004	144,251	305,254	238,133

Warning: These figures are estimates only. They are not a reliable guide to the future performance of your investment.

#### Important:

The projections shown above make no allowance for the effect of inflation which will reduce the value of the projected benefits. The projected maturity value of €238,133 shown in the table is worth €96,668 in terms of current prices. This maturity value could purchase a retirement income for the rest of your life starting from that date of €279 per month in terms of current prices.

These illustrations assume an investment return before retirement of 4.45% each year and inflation of 3% each year. These rates are for illustration purposes only and are not guaranteed.

Actual investment growth will depend on the performance of the underlying investments and may be more or less than illustrated.

This illustration assumes investment in line with the Default Investment Strategy (Annuity). Under this strategy, the investment return used in these illustrations over the last 25 years of your investment is different to 4.45%. This rate will change over the term of your plan to reflect the change in the allocation of assets.

This illustration does not take tax into account. Please refer to section 1(c) for information on tax payable.

The table of benefits above assumes that the plan starts in April 2024.



#### Warnings

It is important to make adequate provision for your retirement. At the date of this Certificate, the State pension (Contributory) payable under the Social Welfare (Consolidation) Act, 2005 to a single person who is qualified to receive the maximum rate amounts to €265.30 per week and equates to 30% of the latest yearly figure for gross average earnings as published by the Central Statistics Office for all industrial workers in all industries.

The value of your assets, and accordingly, the level of your benefits will depend upon the value of the underlying investments of the PRSA and the income which they earn. These values are not guaranteed, and may fall from time to time, as well as rise.

This PRSA is intended to provide benefits over the duration of your life from retirement and it should be viewed as a long-term investment.

It is recommended that you seek professional financial advice about the nature of this PRSA before signing the PRSA contract.

# 3. Intermediary remuneration

Illustrative table of intermediary remuneration and sales remuneration.

Year	€ Contributions payable in that year	€ Projected total intermediary and sales remuneration payable in that year
1	3,300	347
2	3,399	43
3	3,501	44
4	3,606	46
5	3,714	47
10	4,306	54
15	4,992	63
20	5,787	73
25	6,708	71
30	7,777	79
NRA	4,005	41

This remuneration is paid for by us from the charges we deduct on your contract.



# 4. Information on charges

# **Entry charges**

There is an entry charge on each contribution you pay, which can vary depending on whether you pay a one-off or a regular contribution.

#### (a) Entry charge on initial regular contribution

Regular contribution each year	Entry charge on total contributions	Allocation rate on total contributions
Less than €5,000	3%	97%
Between €5,000 and €9,999.99	2.25%	97.75%
€10,000 or more	1.5%	98.5%

#### (b) Entry charge on one-off contribution

One-off contribution	Entry charge on each contributions	Allocation rate on total contributions
Less than €12,500	3%	97%
Between €12,500 and €24,999.99	2.25%	97.75%
€25,000 or more	1.5%	98.5%

## (c) Entry charge on transfer contributions

You will receive 100% allocation on transfer contributions received

from approved pension schemes into your PRSA as no entry charge applies.

#### (D) Entry charges on additional regular contributions

#### **Future regular contributions top-ups**

Should you increase your regular contribution at some time in the future and that increase brings the total contribution above the bands shown for initial contributions, the total regular contribution will receive the allocation for that band.

For example, if your initial contribution is  $\in$ 4,000 every year, the entry charge is 3%. If you top-up by  $\in$ 2,000, your total contribution is  $\in$ 6,000. The new charge is 2.25% on your total contribution of  $\in$ 6,000.

## **Reducing your regular contribution**

Should you reduce your regular contribution at some time in the future and the reduction brings your total contribution into a new band for initial contributions, the total regular contribution will receive the allocation for that band.

For example, if your initial contribution is  $\in$ 6,000 every year, the entry charge is 2.25%. If you reduce your contribution by  $\in$ 2,000, your total contribution is  $\in$ 4,000. The new charge is 3% on your total contribution of  $\in$ 4,000.

There is no maximum contribution limit into this plan. However, there are highest regular contribution limits.

# **Yearly fund charge**

Each month we deduct a charge of 1/12th of the annual fund charge for each of your chosen funds. We take this charge from the unit price evenly over the month. These charges as of April 2024 are shown in the table below.

Fund	Fund charge
Amundi Absolute Return Multi-Strategy X	1.65%
Amundi Euroland Equity Small Cap X	1.65%
Amundi European Equity Conservative X	1.65%
Amundi Global Aggregate Bond X	1.45%
Amundi Global ESG Ecology Equity X	1.65%
Amundi Multi-Asset Sustainable Future X	1.55%
Amundi Real Assets Target Income X	1.60%
Active Managed Fund Series X	1.00%
Capital Protection Fund Series X	1.25%
Cash Fund Series X*	1.00%
Consensus Cautious Fund Series X	1.00%
Consensus Equity Fund Series X	1.00%
Consensus Fund Series X	1.00%
Diversified Assets (PRSA) Fund Series X	1.15%
Dynamic Global Equity Fund Series H	1.00%
Fidelity China Fund Series X	2.40%

Fund	Fund charge
Fidelity India China Fund Series X	2.50%
Fidelity India Fund Series X	2.60%
Fidelity World Fund Series X	1.85%
Global Cash Fund Series E	1.00%
Global Opportunities Fund Series X	1.00%
Global Select Fund Series X	1.00%
Indexed Commodities Fund Series X	1.85%
Indexed Emerging Markets Equity Fund Series H	1.00%
Indexed Ethical Global Equity X	1.00%
Indexed Euro Corporate Bond Fund Series I	1.00%
Indexed European Equity Fund Series X	1.00%
Indexed European Gilts Fund Series V	1.00%
Indexed Fixed Interest Fund Series X	1.00%
Indexed Global REIT Fund Series E	1.00%
Indexed Inflation Linked Bond X	1.00%
Indexed Japanese Equity Fund Series X	1.00%
Indexed North American Equity Fund Series X	1.00%
Indexed Pacific Equity Fund Series X	1.00%
Indexed Technology Fund Series H	1.00%
Indexed UK Equity Fund Series X	1.00%
Indexed World Equities Fund Series H	1.00%
Infrastructure Equities Fund Series H	1.00%
Irish Life FORUM 3 X	1.00%

Fund	Fund charge
Irish Life FORUM 4 X	1.00%
Irish Life FORUM 5 X	1.00%
Multi Asset Portfolio 2 Series X***	1.25%
Multi Asset Portfolio 3 Series X***	1.25%
Multi Asset Portfolio 4 Series X***	1.25%
Multi Asset Portfolio 5 Series X***	1.25%
Multi Asset Portfolio 6 Series X***	1.15%
Multi-Manager Target Return Fund X	1.73%
Pension Protection Fund Series X	1.00%
Property Fund Series X	1.00%
Protected Consensus Markets Fund Series H	1.48%
Setanta Active Multi-Asset 3 X	1.00%
Setanta Active Multi-Asset 4 X	1.00%
Setanta Active Multi-Asset 5 X	1.00%
Setanta Balanced Dividend Fund	1.00%
Setanta Equity Dividend Fund	1.00%
Setanta Global Equity Fund	1.00%
Setanta Income Opportunities Fund	1.00%
Setanta Managed Fund	1.00%

- \* The Cash Fund is only available with our Default Investment Strategies and Lifestyle Options.
- \*\*An incentive fee may be payable when investing in the MAPs.

  This fee will depend on the external managers used within the fund and the performance of the underlying investments. The maximum effect of these fees would be to add an extra 0.15% to the total effective charge shown above on the Multi Asset Portfolio Fund 2, Multi Asset Portfolio Fund 3, Multi Asset Portfolio Fund 4 and Multi Asset Portfolio Fund 5 and an extra 0.05% to the total effective charge shown above on the Multi Asset Portfolio Fund 6. Please refer to the Irish Life website for more information.

If the cost of administering your plan increases unexpectedly we may need to increase the charges on your plan. At least two months before we alter the plan, we will send a notice to your last known address that will explain the change, provide revised fund and benefit projections and outline your options.

For your contract, the total effect of these charges on the benefits at maturity projected above is equivalent to a single charge of 1.22% per annum of the assets held under the contract.

# 5. Your right to change your mind (cooling off period)

This contract is not enforceable until a period of 30 days has elapsed from the date on which you are given a Statement of Reasonable Projection and you may cancel this contract at any time during that period.

# 6. Certificate

This Preliminary Disclosure Certificate has been prepared under the provisions of section 111 of the Pensions Act, 1990 for disclosure in connection with this non standard PRSA on the 1 April 2024.

Signed:

Declan Bolger

Chief Executive Officer

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

Date: 1 April 2024



# Terms and Conditions

Part three



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

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

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This section defines some of the words we use in the Terms and Conditions.

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This section describes the amount of the contributions placed in the funds on your behalf and the charges you will have to pay.

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

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This section explains how to make a complaint.

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This section explains the law that will govern this plan.

# **Definitions**

## Section 1

This section defines some of the words we use in this Terms and Conditions.

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

## **Additional Voluntary Contributions (AVCs)**

Any contribution you make to this PRSA while you are a member of a main pension scheme at work.

If AVCs are paid into this PRSA, it is as a separately arranged scheme which is associated with the main scheme. This is in line with section 770(1) (ii) of the Taxes Consolidation Act 1997 (TCA). AVCs will have the same meaning as additional voluntary PRSA contributions defined in that section

## **Annuity**

A guaranteed payment made every month (for the month to come) until you die.

## Approved retirement fund (ARF)

A fund managed by a qualifying fund manager and which meets the conditions of Section 784B of the TCA for this type of fund.

#### **Chosen retirement date**

The date shown in your schedule, which is the date when the retirement value will normally be made available to buy retirement benefits, in line with the terms of section 3. If you use your PRSA to

pay AVCs, this date must be the same as your normal retirement date under your main pension scheme at work.

#### **Consumer Price Index (CPI)**

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

#### Contributor

Under section 91(1) of the Pensions Act, 1990 as amended this is someone who enters into a PRSA contract with a PRSA provider. It includes someone in whose name a PRSA contract is set up by the trustees of a scheme distributing the appropriate assets of the scheme if the scheme is wound up.

#### **Contribution due date**

The date on which you or your employer should pay contributions to us. You will choose how often you pay contributions, and this will be shown on the application form. There will be no contribution due date later than your 75th birthday and contributions will cease on your death, if earlier.

## **Dependant**

Your spouse, registered civil partner or child or any other person who depends on you financially immediately before your death. For this purpose, a child means a child until they reach 18 ( or 21 if they are in full-time education) and includes a stepchild or a legally adopted child

## **Employee**

Employee will have the meaning given to it in the Pensions Act 1990, as amended. In summary, is a person who has a contract of employment with an employer.

## **Employer**

Employer will have the meaning given to it in the Pensions Act 1990, as amended. In summary is a person or organisation who is liable to pay the wages of a person they have offered a contract of employment t

#### **Fund**

Any of the funds described in the seperate fund guide.

#### **Fund Link**

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

## **Imputed Distribution**

A specified amount of the value of your vested PRSA 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.

#### Investment factor

The percentage of the contribution that we invest for you as described in section 5

#### Investment date

The date on which we receive a contribution.

## Main pension scheme at work

An occupational pension scheme that is an approved scheme or statutory scheme under Chapter 1 of Part 30 of the TCA.

## Qualifying fund manager (QFM)

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

## **Regular contributions**

Any regular contribution as shown in the schedule or otherwise paid in line with the terms of this plan. They include any increases in regular contributions (see paragraphs 2.4 and 2.5).

#### **Retirement benefits**

Cash, annuities or other benefits provided by the retirement value.

#### **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

#### Schedule

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

#### Unit

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.

## **Unit price**

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 you (e.g. you have taken your retirement lump sum and leave the remainder of your fund invested in the PRSA); or
- (b) in the case of a PRSA to which you made additional voluntary contributions, where benefits become payable under the main occupational pension scheme; or
- (c) you have attained the age of 75 years.

#### We, us, our

Irish Life Assurance plc. (Irish Life)

#### Your, you

The person who is named in the schedule and who is the contributor under the plan

# PRSA plan and approval

## Section 2

This section describes the plan and gives the approval details.

#### 2.1 What is a Personal Retirement Savings Account?

Your Personal Retirement Savings Account (PRSA) is a contract between you (the contributor) and Irish Life Assurance plc (we, us), the provider. This contract is in the form of an insurance policy and your contract is comprised of the plan in these terms and conditions, the schedule, the application form, and any extra conditions (endorsements) we may add to it.

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.

We will pay benefits from our head office in Ireland at:

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

All contributions must be paid, and we will normally pay all benefits under this plan, in the currency of Ireland.

In legal disputes Irish law will apply.

The only terms or conditions that are legally binding are those specified in this plan.

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.

#### 2.2 Approval

The plan is a non standard Personal Retirement Savings Account approved under Part X of the Pensions Act, 1990 as amended and Chapter 2A of Part 30 of the TCA. Your plan has been approved by the Pensions Authority and Revenue.

This Terms and Conditions booklet relates to the following plan and is approved by the Pensions Authority:

## Pensions Authority approval number:

Complete Solutions PRSA Options 3% - APP/K/216/NS

**2.3** We do not have to accept additional contributions into this account if the plan is no longer treated by the Pensions Authority or Revenue as an approved Personal Retirement Savings Account.

# **Contribution payments**

## Section 3

This section describes how we expect you to pay contributions and explains what happens if you pay contributions in a different way.

- 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. Any one-off contributions are called single contributions.
  - If you are an employee and your employer has chosen to make contributions to the plan, the split of contributions between you both will be shown on your schedule. We must be told about any change in the split of contributions.
- 3.2 If you are paying AVCs, we must check that the benefits expected to be paid under this plan are not more than the maximum benefits allowed by pension legislation, taking into account the benefits you are entitled to from other pensions from your employment or past employments or past self-employments. We will do this:
  - > before the plan starts; and
  - > before we pay benefits to you.

You must tell us if you are no longer a member of a main pension scheme at work or if you leave that employment. If either of these happen, contributions to this plan will stop. You may have the option to pay PRSA contributions to a separate plan or to pay AVCs relating to a different employment to a separate PRSA plan or AVC scheme.

- You must tell us if at any stage during your PRSA if you become a member of a main pension scheme at work. If this happens contributions to this plan will stop. You may have the option to pay AVCs to a separate PRSA plan or AVC scheme. If you are paying AVCs we will not accept employer contributions and will not accept contributions which are not AVCs.
- 3.3 Each time we receive a contribution, we place units from one or more of the funds into the plan in line with your current chosen funds and in the way described in section 5. We use the unit price of each fund for the day we receive the contribution, to work out the number of units from each fund that we will place in the plan.

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.

#### **Changing your contributions**

3.4 You can ask us to increase the regular contribution by giving us at least one calendar month's notice. If contributions are paid from your employer's bank account this request must come from your employer.

If you are a member of a main pension scheme at work and you want to increase your AVCs, we will check that the increase is within the limits allowed by pension legislation.

**3.5** If you pay regular contributions through a personal bank account, you may choose to increase contributions in line with inflation. If your contributions are being taken from your salary and paid through your employer's bank account, you cannot increase contributions in line with inflation.



If your contributions are taken from your salary, you must tell your employer of any changes to your contribution so they can make the appropriate changes to your payroll deduction.

If you have chosen to increase contributions in line with inflation, your regular contribution will automatically increase each year on the anniversary of your start date (as shown on the 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 the CPI stops being published, we will decide on a suitable rate of increase, taking account of investors' reasonable expectations and other current increases in the insurance industry.

If we do not receive the increased contribution within 10 days of your plan anniversary (30 days for yearly 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 do not take up our offer to increase your contributions for two years in a row we will not automatically offer it to you again.

**3.6** You can ask us to reduce the regular contribution at any stage by giving us one month's notice. The reduced regular contribution must be at least as large as the minimum contribution for PRSAs set by legislation. If contributions are paid from your employer's bank account this request must come from your employer.

There is no additional charge if you decide to increase or decrease your contribution.

# 3.7 Option to pay single contributions

You may add single contributions to your regular contributions at any time. You can pay single contributions without paying regular contributions if you want. It is not possible to add regular contributions to a plan if you start with a single contribution.

If you are an employee and your employer is contributing, we must be told the split of the contribution between you both.

The investment terms that apply to single contributions will be those available at the time you pay your single contribution(s).

We will add units to your account in return for your single contribution based on the unit prices for the day we receive your contribution and all the documents we need.

The single contributions may not be less than the minimum contribution for PRSAs set out by legislation.

#### 3.8 Option to accept transfers

This plan can (depending on restrictions set down in law) accept transfer values from other approved PRSAs in your name, from approved occupational pension schemes within the state of which you are a member, from retirement annuity contracts in your name, from pension arrangements overseas or granted to you under a pension adjustment order. Certain restrictions apply to transfers from occupational pension schemes and overseas arrangements. You will be told about these restrictions before a transfer takes place. No entry charge applies to transfers.

If you are not paying AVCs we cannot accept a transfer of AVCs. If you are paying AVCs we can only accept a transfer made up of AVCs from the same employment.

If a transfer payment is made up of additional voluntary contributions paid under an occupational pension scheme and you are a member of that scheme when you take your benefits, we will have to pay the benefits from this transfer in line with the main scheme pension benefits within the limits allowed by legislation.

We will add units to your account in return for your transfer value based on the unit prices for the day we receive all the documents we need and the transfer value

## 3.9 Stopping regular contributions

You can stop paying your regular contributions at any time. If you want to stop paying contributions temporarily,

you must give us written notice at least one month before the next contribution is due. We will automatically recommence collecting your regular contribution at the end of the suspension period. Or you can decide to stop paying contributions for an indefinite period. If contributions are paid from your employer's bank account this request must come from your employer.

In both these cases, the account will continue in force and yearly fund charges will continue to apply. You can choose to start paying contributions again at any time.

#### 3.10 Delay Periods

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

Some of the reasons we may impose a delay can include if:

- > 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.

**3.11** You may be able eligible to claim income tax relief on contributions into this PRSA.

# **Benefits**

## Section 4

This section explains the benefits provided.

These are the current retirement options available. Pension legislation can change over time and the options available when you retire could be different

#### When is it possible to take retirement benefits?

You may normally take benefits on the dates outlined in section 4.1. You must take your benefits before your 75th birthday. If you do not then your PRSA will automatically become a Vested PRSA. If that happens no retirement lump sum will be payable. The requirements and options in section 4.5 will apply. The retirement benefits outlined in sections 4.6 to 4.8 will also be available. If you wish to take a retirement lump sum, you must do so before your 75th birthday.

- **4.1** You can use your retirement value to provide retirement benefits at the earliest of the times set out below
  - a) Your 75th birthday or other chosen retirement date (between your 60th and 75th birthdays) you have told us about.
  - b) The first day of the month (between your 60th and 75th birthdays) after you tell us that you want to claim retirement benefits
  - c) If you are an employee, and you are not a member of an occupational pension scheme you can take your benefits from age 60 and continue to work.
    - You also have the option to take benefits between age 50 and 60, but if you do so you must retire. We will pay the benefits

- on the first day of the month after you tell us that you want to claim retirement benefits
- d) If your job is one in which people usually retire before their 60th birthday, we will pay benefits on the first day of the month (between your 50th and 60th birthdays) after you provide us with evidence that your job falls under this category and you tell us that you want to claim retirement benefits. You must have reached the age which has been approved by Revenue.
- e) The first day of the month (before the earliest age at which you can normally retire) after you retire from your occupation and give us evidence of your disability or serious illness and you inform us that you want to claim retirement benefits because you are unable to work due to serious ill health. The current definition of serious ill health is physical or mental deterioration which is serious enough to prevent the individual from following his/her normal employment or which very seriously impairs his/her earning capacity. It does not mean simply a decline in energy or ability.
- f) If you have paid AVCs you must take retirement benefits at the same time as your main pension scheme at work.

If the transfer paid into this plan was granted to you under a pension adjustment order, then the earliest retirement date as set out above will not be based on your date of birth but will be based on your former spouse's (or registered civil partner, qualified cohabitant's) date of birth and their employment status at the time of the transfer.

- **4.2** If you have paid AVCs, we may have to pay out the benefits in line with the rules of your main pension scheme at work. We will always pay benefits in line with the law and Revenue guidance.
- 4.3 The retirement value will stay invested with us until you decide to take retirement benefits or have reached age 75 and draw down benefits or until death benefits are paid. This plan will allow for PRSA assets to be paid to you as they become due after deducting any taxes and transaction charges which may apply.

#### What benefits are currently available?

The benefits available under this PRSA are outlined in sections 4.4 to 4.8. If you have paid AVCs into your PRSA, we may have to pay benefits instead in line with your main pension scheme at work. This is outlined in section 4.9

#### 4.4 Retirement lump sum

You can take a lump sum of up to 25% of your retirement value, some or all of which may be tax free. This is subject to limits as described in section 9.6.

If you take a retirement lump sum and you choose to remain invested in your PRSA (see section 4.5), you will not be able to take a further retirement lump sum under this PRSA even though you may pay further contributions into it.

You must use the rest of your retirement value to provide one or more of the other options described below. You do not have to take a retirement lump sum. You could choose to use your full retirement value to provide one or more of the options described below.

#### 4.5 Stay invested in your PRSA

After taking your retirement lump sum, you can choose to stay invested in your PRSA. Your PRSA will then become a vested PRSA.

You can make withdrawals when you decide. Appropriate deductions for income tax, Universal Social Charge (USC), PRSI (if applicable) and any other taxes or government levies ("tax") will be made from any withdrawals paid out.

An imputed distribution requirement applies on vested PRSAs, whereby we are obliged to deduct a minimum amount of tax on a yearly basis as if a minimum withdrawal had been taken from your vested PRSA.

From the year you turn 61 (or 60 if your birthday is the 1st January), tax is payable on a minimum withdrawal at the end of each calendar year of 4% of the retirement value. From the year you turn 71 (or 70 if your birthday is the 1st January) this minimum withdrawal amount increases to 5%.

Where a greater withdrawal is made during the year, tax will be paid on the greater withdrawal amount. We set the minimum withdrawal rate in line with the required imputed distribution amount which may be altered to reflect changes in the legislation. You can choose to take a higher withdrawal amount if you wish.

Where the total value of your Approved Retirement Fund(s) and vested PRSA(s) is greater than €2 million, then you will need to appoint a nominee QFM who will be responsible for ensuring a withdrawal of 6% is taken from the total value of your vested PRSA(s) and ARF(s). Irish Life will pay you a minimum withdrawal of 4% or 5% depending on your age as outlined above. 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.

We will deduct any income tax, PRSI and USC due under the Pay As Your Earn (PAYE) system on any withdrawals. 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 deduct tax in line with this. If we do not receive a certificate of tax and standard cut-off point or a tax deduction card for a particular tax year, by law we will have to deduct the taxes due at the higher rate.

#### 4.6 Buy an annuity

You have the option to buy an annuity with an insurance company of your choice. Please refer to section 4.11.

If you decide to buy your annuity with Irish Life, you can choose to take an immediate single- or joint-life annuity option that we have available at the time you take your benefits. However, you cannot surrender (cash in), assign (transfer ownership of), or commute (give up part for a lump sum) part or all of your annuity. We will use our annuity rates at the time you choose the benefits to work out how much benefit you will receive. Pension legislation may place restrictions on the amount of benefit we may pay. We normally pay annuities each month for the month to come.

Annuity payments are subject to income tax at your highest rate on withdrawal, USC and any other taxes or government levies ("tax") applicable at that time.

Some extra annuity features may also be available.

- > Your annuity may have a guarantee period of up to 10 years.

  This means that if you die during the guarantee period, your annuity will continue to be paid to your dependents up to the end of the guarantee period.
- > You can choose a dependent's annuity. This means that if you die before your dependent, we will pay your dependent a pension until he or she dies. We will pay this to someone you choose (other than your child) if we are satisfied that they depend on you. If this person is not your spouse or registered civil partner, the maximum length of time we will pay the annuity for must be approved by Revenue

- > You can choose a children's annuity for one or more children. This means that if you die before your children, we will pay your children annuities until the child or children reach age 18 (or 21 if they are in full-time education), or until the child's death (if this is earlier).
- > For each type of annuity, you can choose for it to increase each year. The annuity can increase by the Consumer Price Index to take account of inflation or can increase by a fixed amount (for example, 3% or 5%) each year.

#### 4.7 Invest in an approved retirement fund (ARF)

You can invest in an approved retirement fund (ARF). Future withdrawals from your ARF will be subject to income tax, USC, PRSI (if applicable) and any other taxes or government levies ("tax") applicable at that time. A minimum withdrawal referred to as an imputed distribution requirement will apply to your ARF in a similar manner as set out in section 4.5. More information on this can be found in our ARF product booklet and terms and conditions

#### 4.8 Taxable cash lump sum

You can take the retirement value as a taxable cash lump sum. You will have to pay income tax, USC, PRSI (if applicable) and any other taxes or government levies ("tax") applicable at that time on this lump sum for the year of assessment in which you receive it.

#### 4.9 Paying AVCs and your retirement benefits

If your contributions are AVCs, we will pay out the benefits in line with

- > the rules of your main pension scheme at work, and
- > the retirement options you choose from your main work scheme.

You must take your retirement lump sum at the same time as your benefits start from your main pension scheme at work and before your 75th birthday.

Maximum retirement lump sum and maximum pension benefits apply. The maximum lump sum could be more or less than 25% of your retirement value. Also, it may be possible to choose options under sections 4.5 to 4.8.

This is based on our understanding of current law and Revenue rules. This may change over time. We will always pay benefits in line with the law and Revenue guidance.

# 4.10 Taking benefits and continuing contributions into your PRSA

You have the option to take benefits under your plan (as outlined in sections 4.4 to 4.9) and continue your contributions into your PRSA, up to age 75. You must tell us if you want to continue your contributions otherwise these will stop when you start taking your benefits. The benefits arising from these post-drawdown contributions will be as outlined in sections 4.4 to 4.9 except for your retirement lump-sum option under section 4.4. No further retirement lump sum is allowed.

#### 4.11 Open-market options

You can choose to buy your annuity benefit from a life office other than us. The life office must be authorised to carry out life assurance business in the Republic of Ireland. If you decide to do this, we will pay your retirement value (less any cash payment made to you) to the other life office.

You could also invest in an ARF that is provided by another qualifying fund manager. If you decide to do this, we will pay your retirement value (less any cash payment made to you) to the other qualifying fund manager. You may also be entitled to an enhanced annuity. Irish Life does not offer an enhanced annuity product.

### 4.12 Cashing in or assigning (transferring ownership of) the benefit

Other than retirement benefits, you can take the retirement value of your plan only if the value is €650 or less and you have not paid any contributions in the previous two years.

We have the right under section 109 of the Pensions Act, 1990 as amended to pay this value to you without your permission as long as:

- > the value is less than or equal to €650,
- > you have not paid any contribution to the plan in the two years before our decision to pay the value to you; and
- > we have advised you to transfer your assets to another PRSA or pension arrangement or to make further contributions, and you do not take this advice.

We will wait for three months after we inform you. We will then pay the value to you if you do not take our advice or if we do not hear from you within that time. It is not possible to assign (transfer ownership of) the benefits under this plan to anyone else.

## 4.13 Transferring your retirement value to another pension plan

You may transfer your retirement value to another approved PRSA, an approved occupational pension scheme or an approved overseas pension arrangement, as long as:

- a) your plan is not a vested PRSA
- b) you are a member of the receiving scheme or plan,
- c) that scheme or plan is able to receive a transfer value; and
- d) everyone involved agrees.

Certain restrictions apply to transfers to overseas arrangements. You will be told about these restrictions before a transfer takes place.

If you have paid AVCs, we may have to pay the transfer in line with the rules of your main pension scheme at work. The receiving scheme or plan must continue to treat the retirement value as AVCs. We will always pay benefits in line with the law and Revenue guidance.

You must transfer all of your retirement value. Your PRSA will end when the transfer is complete. There is no charge if you want to transfer your retirement amount out of your PRSA.

#### **Delay Periods**

We may need to delay transfers into or out of your plan. Some of the reasons why are explained in section 3.10 of these terms and conditions. Once we have been given notice that a transfer payment is to be made, this decision cannot be changed 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.

#### Family law and pensions

If you are involved in a judicial separation or a divorce, the courts may grant a pension adjustment order (PAO) over the benefits we can pay from this plan when you retire or die. A PAO issued by the court will override the terms and conditions of this plan. This will direct us to pay all or part of the benefits under this plan when you retire or die, to any named person in the PAO. There is no option to establish an independent benefit under this plan.

You can get more information on how pension adjustment orders work from the Pensions Authority or your solicitor. You can reach The Pensions Authority at the following address:

The Pensions Authority Verschoyle House 28-30 Mount Street 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 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 available on this plan. The maximum number of funds you can currently invest in 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 give you one months' notice. 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 prices 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.

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 in a fund than moving out of it, we may reduce the value of the units in the fund to reflect a 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.

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

#### 5.3 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

Funds which are managed by Irish Life Investment Managers may 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.

#### **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. Irish Life will not use any of our assets to make up any shortfall.

#### 5.4 Fund charges

Regular contributions, one off contributions and transfers for Complete Solutions PRSA Options Plan.

We have summarised our current fund charges as of April 2024 for each fund in the table below:

Panel of funds	Fund charge
Amundi Absolute Return Multi-Strategy X	1.65%
Amundi Euroland Equity Small Cap X	1.65%
Amundi European Equity Conservative X	1.65%
Amundi Global Aggregate Bond X	1.45%
Amundi Global ESG Ecology Equity X	1.65%
Amundi Multi-Asset Sustainable Future X	1.55%
Amundi Real Assets Target Income X	1.60%
Active Managed Fund Series X	1.00%
Capital Protection Fund Series X	1.25%
Cash Fund Series X*	1.00%
Consensus Cautious Fund Series X	1.00%
Consensus Equity Fund Series X	1.00%
Consensus Fund Series X	1.00%
Diversified Assets (PRSA) Fund Series X	1.15%

Panel of funds	Fund charge
Dynamic Global Equity Fund Series H	1.00%
Fidelity China Fund Series X	2.40%
Fidelity India China Fund Series X	2.50%
Fidelity India Fund Series X	2.60%
Fidelity World Fund Series X	1.85%
Global Cash Fund Series E	1.00%
Global Opportunities Fund Series X	1.00%
Global Select Fund Series X	1.00%
Indexed Commodities Fund Series X	1.85%
Indexed Emerging Markets Equity Fund Series H	1.00%
Indexed Ethical Global Equity X	1.00%
Indexed Euro Corporate Bond Fund Series I	1.00%
Indexed European Equity Fund Series X	1.00%

Panel of funds	Fund charge
Indexed European Gilts Fund Series V	1.00%
Indexed Fixed Interest Fund Series X	1.00%
Indexed Global REIT Fund Series E	1.00%
Indexed Inflation Linked Bond X	1.00%
Indexed Japanese Equity Fund Series X	1.00%
Indexed North American Equity Fund Series X	1.00%
Indexed Pacific Equity Fund Series X	1.00%
Indexed Technology Fund Series H	1.00%
Indexed UK Equity Fund Series X	1.00%
Indexed World Equities Fund Series H	1.00%
Infrastructure Equities Fund Series H	1.00%
Irish Life FORUM 3 X	1.00%
Irish Life FORUM 4 X	1.00%
Irish Life FORUM 5 X	1.00%
Multi Asset Portfolio 2 Series X***	1.25%
Multi Asset Portfolio 3 Series X***	1.25%
Multi Asset Portfolio 4 Series X***	1.25%
Multi Asset Portfolio 5 Series X***	1.25%
Multi Asset Portfolio 6 Series X***	1.15%
Multi-Manager Target Return Fund X	1.73%
Pension Protection Fund Series X	1.00%

Panel of funds	Fund charge
Property Fund Series X	1.00%
Protected Consensus Markets Fund Series H	1.48%
Setanta Active Multi-Asset 3 X	1.00%
Setanta Active Multi-Asset 4 X	1.00%
Setanta Active Multi-Asset 5 X	1.00%
Setanta Balanced Dividend Fund	1.00%
Setanta Equity Dividend Fund	1.00%
Setanta Global Equity Fund	1.00%
Setanta Income Opportunities Fund	1.00%
Setanta Managed Fund	1.00%

<sup>\*</sup>The Cash Fund Series X is not available for new contributions or as an option to switch into. It is currently available within our Default Investment Strategies and Lifestyle Options as a pre-determined fund within those strategies.

<sup>\*\*\*</sup>An incentive fee may be payable when investing in the Multi Asset Portfolio Funds. This fee will depend on the external managers used within the fund and the performance of the underlying investments. The maximum effect of these fees would be to add an extra 0.15% to the total effective charge shown above on the Multi Asset Portfolio Fund 2, Multi Asset Portfolio Fund 3, Multi Asset Portfolio Fund 4 and Multi Asset Portfolio Fund 5 and an extra 0.05% to the total effective charge shown above on the Multi Asset Portfolio Fund 6.

#### 5.5 Unit price guarantees

The prices of units in all funds (apart from the Capital Protection Fund) could go up and down as the market value of the fund's assets change.

#### 5.6 The Capital Protection Fund

#### Working out the unit price

The unit price of the Capital Protection Fund cannot fall. The growth each calendar year is also guaranteed to equal at least a minimum rate we declare at the start of 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 the fund and the expected future return on these assets.

#### Using the market-value adjuster

We may reduce the value of units of the Capital Protection Fund if:

- > you choose to switch your investment out of the Capital Protection Fund into another of the funds; or
- you choose to transfer your retirement value as described in paragraph 3.13.

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 the Capital Protection Fund multiplied by
- > the market-value adjuster.

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

We will not use the market-value adjuster on units of the Capital Protection Fund if you take benefits on your chosen retirement date or if you die.

# 5.7 The Protected Consensus Market Fund This Fund invests in the Consensus Markets Fund and the Protected Fund.

The percentages invested in each will change over 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. 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 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 even removed including 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.

- > If either party refuses or fails to pay to 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 refuses or fails to pay to the amounts due to that
- > 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 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
- 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 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 2025.
- > If there are material difficulties in operating the fund as intended

Should this happen, we will give 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

For full information on the Protected Consensus Market Fund please see the seperate fund guide.

#### 5.8 Use of borrowings

It is possible that some funds use borrowing as part of their investment strategy. Borrowing increases the risk involved in an investment. If the assets fall in value and the fund has borrowed, the impact on the value of your fund could be larger than the fall in asset values. Whether this applies is indicated in the description of the funds in the fund guide section of this booklet. The amount borrowed will vary and you can contact Irish Life to ascertain the current amount borrowed within the fund at any given time. This will help you assess the risk level which increases as borrowing increases.

#### 5.9 Switching between funds

You may choose to change the funds we place units into for future contributions. You may also choose to switch the funds you are already invested in. You can switch your funds online, over the phone and in writing. We do not charge for these options. 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 effective on 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.

#### **Notice periods**

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 for or on behalf of more than one policyholder.

We may need to delay switches in and out of your retirement value.

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. Some of the reasons are explained in section 3.10 of these terms and conditions.

#### 5.10 Automatic switching between funds

We offer a choice of two Default Investment Strategies which have pre-determined funds selected for the term of your plan.

We also offer two Lifestyling Options which allow you to choose your own funds for a certain period after which, your fund is automatically switched to pre-determined funds for the remaining term of your plan.

You can only choose to invest in one of the above options at any time and all your contributions will be invested as indicated for that strategy. You can switch out of any of these services at any time. However, if you switch out of the Default Investment Strategy it is not possible to switch back in. There is no charges for any of the switches made within the Default Investment Strategy.

Please note that the switching process is automated and will commence once you have selected Lifestyling and are less than 25 years to retirement. This could take up to 5 working days to commence from the start date of your plan. You will be fully invested in your own choice of funds until this switch happens.

#### **Default Investment Strategy (Annuity)**

- > If you are more than 15 years away from your chosen retirement date, we will invest your money in the Consensus Equity Fund
- When you are within 15 years of your chosen retirement date, we will move your accumulated fund into the Consensus Fund and future contributions will also be invested in this fund.
- When you are within 5 years of your chosen retirement date, we will gradually switch 25% of your fund into the Cash Fund and 75% into the Pension Protection Fund as you approach retirement. Future contributions will be invested in the same way.

# Table of investment split between the funds in the Default Investment Strategy (Annuity)

Years to chosen retirement date	Consensus Equity Fund	Consensus Fund	25% Cash Fund and 75% Pension Protection Fund
more than 15 years	100%	0%	0%
15-5 years	0%	100%	0%
5	0%	90%	10%
4.5	0%	80%	20%
4	0%	70%	30%
3.5	0%	60%	40%
3	0%	50%	50%
2.5	0%	40%	60%
2	0%	30%	70%
1.5	0%	20%	80%
1	0%	10%	90%
0.5	0%	0%	100%

The Default Investment Strategy (Annuity) is intended to meet the needs of a typical contributor who is planning to buy an annuity at retirement. It invests through pooled unit-linked funds, the underlying assets of which will provide for diversification, liquidity, transparency of charges and frequent valuation and pricing. We will review this strategy at least every five years.

If you do not indicate any fund choice at the application stage, you will automatically be invested in the Default Investment Strategy (Annuity).

#### **Default Investment Strategy (ARF)**

- If you are more than 15 years away from your chosen retirement date, we will invest your money in the Consensus Equity Fund
- > When you are within 15 years of your chosen retirement date, we will move your accumulated fund into the Consensus Fund and future contributions will also be invested in this fund until you retire.

# Table of investment split between the funds in the Default Investment Strategy (ARF)

Years to chosen retirement date	Consensus Equity Fund	Consensus Fund
more than 15 years	100%	0%
less than 15 years	0%	100%

This strategy is intended to meet the needs of a typical contributor who is planning to invest in an ARF or vested PRSA at retirement and invests through pooled unit-linked funds, the underlying assets of which will provide for diversification, liquidity, transparency of charges and frequent valuation and pricing. We will review this strategy at least every five years.

#### **Annuity Lifestyling Option**

You choose the funds you wish to invest in until you are five years from your chosen retirement date. At that time, we will move your accumulated fund into the Consensus Fund, and then gradually move your fund from the Consensus Fund into the Cash Fund (25%) and the Pension Protection Fund (75%) as you approach retirement.

# Table of investment split between the funds in the Annuity Lifestyling Option

Years to chosen retirement date	Your choice of fund (s)	Consensus Fund	25% Cash Fund and 75% Pension Protection Fund
more than 15 years	100%	0%	0%
15-5 years	100%	0%	0%
5	0%	90%	10%
4.5	0%	80%	20%
4	0%	70%	30%
3.5	0%	60%	40%
3	0%	50%	50%
2.5	0%	40%	60%
2	0%	30%	70%
1.5	0%	20%	80%
1	0%	10%	90%
0.5	0%	0%	100%

#### **ARF Lifestyling Option**

You choose the funds you wish to invest in until you are five years from your chosen retirement date. At that time, we will automatically switch your fund into the Consensus Fund until your chosen retirement date

# Table of investment split between the funds in the ARF Lifestyle Option

Years to chosen retirement date	Fund of your choice	Consensus Fund
more than 5 years	100%	0%
less than 5 years	0%	100%

#### **Alternative Investment Strategy**

You do not have to choose either of our Default Investment Strategies or Lifestyling Options. Other funds (i.e. an alternative investment strategy) can be chosen from the outset or at a later date.

You will be responsible for selection of the entire fund mix from the panel of funds (up to a maximum of 10 funds). If you want to vary the fund choice, you can switch some or all of your money from one fund to another at any time by requesting a switch. In certain circumstances, there may be a delay in switching. See section 5.9.

### **Charges**

#### Section 6

This section describes the amount of the contributions 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

The investment factor applying to your regular or single contribution(s) is shown on your plan schedule. If this investment factor is less than 100%, the difference is a charge. Units are purchased in the fund(s) of your choice based on the amount of your contribution after the investment factor has been applied.

There are no entry charges applying to transfers into this plan from approved pension schemes. An investment factor of 100% will apply to such transfers.

### 6.2 Entry charge on additional contributions paid in the future

The investment factor applying to any increase in regular contributions or to additional single contributions in the future may be different to the investment factor shown on your original plan schedule. The investment factor that applies will be shown on the plan schedule you receive at that time.

#### 6.3 Decreasing your regular payment in the future

If you decrease your regular payment in the future, the investment factor for your regular payment following the decrease may be lower than that on your plan schedule. We advise that you check with Irish Life or your financial broker or adviser as to what the investment factor will be for your regular payment before decreasing your payments.

#### 6.4 Maximum regular contribution

The maximum regular contribution you can pay is  $\leqslant$ 60,000 a year or  $\leqslant$ 120,000 a year if you make contributions monthly. Any additional payments will be treated as single contributions. The investment factor that applies to such single contributions may be different to the investment factor applying to your regular contributions. The investment factor that applies will be shown on the plan schedule you receive at that time you make the payment.

#### 6.5 Yearly Fund charge

This charge is calculated 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 number of units belonging to your plan in each fund every month to reflect some or all of these charges.

#### 6.6 Future increases in charges

We may need to increase charges in the future due to an increase in the costs of dealing with the investment. We will notify you of this change in charges at least two months prior to this alteration

#### **Death benefit**

#### Section 7

This section describes the procedure for paying your benefits from the plan in the event of your death.

- 7.1 On the date we are told about your death, we will switch the retirement value into the Pensions Claims Cash Fund based on unit prices for that day. There is a yearly fund charge of 0.5% (current as at April 2024) applicable to money invested in this fund. The amount of death benefit we pay will be based on the unit price of the Pensions Claims Cash Fund on the day we receive all the documents we need described in section 8
- 7.2 If your PRSA is a vested PRSA we will treat any payments 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 3.5. We pass the rest, after tax, to your personal representatives. There are a number of exceptions to this rule.

Income tax is not due if:

- > the value of your vested PRSA after your death is transferred to an ARF owned by your spouse or registered civil partner, or
- > the value of your vested PRSA after your death is transferred for the benefit of any of your children who are under 21 on the day you die.

Income tax will be due at a rate of 30% if the value of your vested PRSA after your death is transferred for the benefit of any of your children who are over 21 on the day you die.

As well as income tax, there may also be Capital Acquisitions Tax due on the value of your plan, if your vested PRSA 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.

**7.3** If you have paid AVCs, we may have to pay out the benefits in line with your main pension scheme at work and maximum legislation benefit limits.

#### **Claims**

#### Section 8

This section explains how to make a retirement benefit claim and what we need.

- **8.1** Before we pay, or make available, your benefits, we must receive the following:
  - > A completed claim form.
  - > Proof of entitlement to claim the proceeds of the plan.
  - On death, we must receive proof of a valid death claim (including proof of death in the form of a death certificate and a birth certificate, if we have not seen one before).
- **8.2** To protect your plan benefits 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'.
- **8.3** If you are an employee and you are retiring between your 50th and 60th birthdays, we will need confirmation from your employer that you are retiring from your job at that time.

**8.4** If you have paid AVCs, we may have to pay out the benefits in line with the rules of your main pension scheme at work. If this applies, we may check with the trustees of the main pension scheme that you are taking benefits from that scheme at the same time. We must also check that overall benefits would not go over pension legislation limits. We will always pay benefits in line with the law and Revenue guidance.

#### Tax

#### Section 9

This section gives details about the tax law applicable.

Any income tax or levies imposed by the Government will be collected by Irish Life and passed directly to Revenue as required. We must pay benefits under your PRSA in line with current Irish tax law. If tax laws or any other laws applicable to the plan 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.

#### **Cancellations**

#### Section 10

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

#### 10.1 Cooling-off period

If, after taking out this plan, you feel it is not suitable, you may cancel it by writing to us at the address shown on our contact us page. You should complete the cancellation notice attached to your statement of reasonable projection (SRP) and send it back to Irish Life within 30 days from the date you received your SRP. Any regular contributions paid will then be refunded to you. Any single contribution will be refunded less the value of any losses incurred as a result of falls in the value of assets over the duration of the investment. Your contributions cannot be refunded after the cooling-off period. Any transfer contributions cancelled during the cooling off period will be paid directly to another PRSA or approved pension plan, less any decrease in investment values over the period of investment.

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

Other than as described in section 2.1, Irish Life can alter or cancel your plan and/or issue another plan in its place if at any time any of the following happens:

Revenue or the Pensions Authority 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 PRSA increases unexpectedly we may need to increase the charges on your plan. At least two months before we change the charges that apply to your plan, we will notify you of the change and your options. You will also receive a revised Statement of Reasonable Projection at this date.

We will only do this in so far as Revenue and the Pensions Authority allow. We will notify you about any changes we make to the plan to keep it in line with the requirements of the Pensions Authority and Revenue and how(if at all) any benefits under the plan may be affected.

### **Complaints**

#### Section 11

This section explains how to make a complaint.

#### 11.1 Complaints

If you believe that you have suffered a financial loss as a result of poor administration or if there is a dispute of fact or law relating to your plan, you should contact us. As a provider of PRSAs, we have set up an internal disputes resolution procedure. At any time, you can ask for a copy of this. After you have told us about your complaint, we will issue a decision on the matter. If you are unhappy with this decision, you have the right, to refer this complaint or dispute to the Financial Services and Pensions Ombudsman at the following address:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2,

D02 VH29

Phone: 01 567 7000 Email: info@fspo.ie Website: www.fspo.ie The Financial Services and Pensions Ombudsman will investigate the matter for you. We and you can appeal against the Ombudsman's decision to the High Court. For more information on your rights, please contact the Ombudsman's office at the address above

For all other complaints, our Customer Service Team has an internal complaints procedure, and any complaints you may have will, in the first instance, be fully reviewed by them.

#### Law

#### Section 12

This section explains the law that will govern 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 tax laws or any other relevant laws change 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.

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 contract. The other provisions of the contract will not be affected by this decision.



#### Contact us

Phone 01 704 1010

8am to 8pm Monday to Thursday

10am to 6pm on Fridays 9am to 1pm on Saturdays

Fax 01 704 1900

Email customerservice@irishlife.ie

Website 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.

Irish Life Assurance plc, Registered in Ireland number 152576, VAT number 9F55923G.



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