Pinnacle

terms and conditions booklet

This product is provided by Irish Life Assurance plc.

This is the Terms and Conditions booklet for your **Pinnacle** plan. **You should read the document carefully as it contains detailed and important information**. Please keep this document safe in your welcome pack, as you will need to refer to it in the future.

Introduction

We (Irish Life Assurance plc) are providing this plan for you (the person or people named in the schedule) based on the application form you signed. The application form you signed is material to the decision of Irish Life Assurance to enter in the contract.

Our contract with you for this plan is comprised of:

- the schedule;
- this terms and conditions booklet;
- the application form;
- the fund rules (we will send these to you if you ask for them); and
- any extra rules added by authorised Irish Life staff. (We will tell you if we need to add any extra rules.)

The benefits we pay are in return for the payments that you make to us. The dates on which you have agreed to make payments are shown on the schedule. If the payments or dates change, we will send you a letter confirming the change.

We will pay benefits only from the assets that we hold to make payments to customers. We will normally pay all benefits in the currency of Ireland.

In legal disputes, Irish law will apply. The only rules, terms or conditions that are legally binding are those set out in our contract with you.

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

You will find more detailed information on all these matters in the relevant sections of these terms and conditions.

Who receives the money we pay out?

We will normally pay any benefits due under the investment to you. If you die, we will pay the person who deals with your estate. If you transfer the investment to someone else (for example, if you pass it to a financial institution as security for a loan), we will pay the proceeds to them. You must tell us if you transfer your investment to someone else.

If there are two people making the investment, we will pay you jointly. If one of you dies, we transfer the full value of the investment to the other, and the investment will continue.

Can the plan be cancelled or amended by the insurer?

If the cost of administering your Pinnacle plan increases unexpectedly, we may need to increase the charges on your plan. Also, we can alter the plan (or issue another plan in its place) if at any time it becomes impossible or impracticable to carry out any of the rules of your plan because of a change in the law or other circumstances beyond our control. If we alter your Pinnacle plan (or issue another in its place), we will send a notice to your last known address explaining the change and your options.

Writing to us

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

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

Cooling-off period

If, after taking out this plan, you feel that it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days from the date, we send you your welcome pack (or a copy) as shown on your welcome pack, we will cancel your plan and refund your regular payment. We will refund any single payment (or payments), subject to taking off any losses that may have been incurred as a result of falls in the value of assets relating to the investment for the period that it was in force. The date we use to work out the refund will be the date we receive your cancellation request. We strongly recommend that you consult your financial adviser before you cancel your plan.

Complaints

We will do our best to sort out complaints fairly and quickly through our internal complaints procedure. If you are not satisfied after complaining to us, you can take your complaint to the Financial Services and Pensions Ombudsman. You can get more information from:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel: (01) 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

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Definitions

Section 1

This section explains some of the important words and phrases we use in this document.

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

Fund

Any of the funds described in the panel of funds.

Fund value

At any date, this is the value defined in section 2.

Head Office

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

Investment factor

The percentage of the payment that we invest for you as described in section 4.

Life (or lives) covered

The person (or people) named on the plan schedule as the investors on whose death we will pay the death benefit.

Panel of Funds

This includes the funds listed in section 3. At any stage we can change the range of fund options that are available. We reserve the right to close a fund to new contributions or to close a fund entirely and move existing customers to other funds open at that time. If you are invested in that fund, we will give you notice of that change. You will have the option to switch your investment into any of the other funds open at that time. It may happen however that, in order to protect customer values, we have to close a fund immediately without any notice. In this event, we will notify you as soon as possible after the fund closes.

You can find details of how we work out fund prices in our Fund Operating Procedures governing the funds. You can get a copy of these online at www.irishlife.ie or from our Head Office.

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 we have set for that date. This will go down as well as up depending on how the assets in the fund perform.

Start date

This is the date shown on your schedule. If you make extra investments, they will have different start dates.

Units

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

We, us, our

Irish Life Assurance plc (Irish Life).

You, your

The person legally entitled to receive the benefits from the investment. This will normally be the Pinnacle owner (or owners) named on the plan schedule. However, in certain circumstances this may be, for example, an 'assignee' if the investment has been used as security for a loan. (An assignee is someone who an interest in this investment has been transferred to).

Unit-linking

Section 2

This section describes the way in which your money is invested and how we work out the value of your plan.

This plan is unit-linked. Unit-linking is simply a way of working out the value of your plan on any particular date. You do not own the units. The plan will be linked to units in one or more of the funds listed in section 1. The plan can be linked to up to 10 funds.

Each time you make a contribution we place units from one or more of the funds into the plan according to the terms of the latest fund link and in the way described in section 4. We use the unit price of each fund to work out the number of units from each fund, which we will place in the plan.

Our current policy is to use unit prices effective on the same working day we receive your contribution. We may change this policy in the future to use unit prices effective on a different date.

If you have chosen to invest in certain funds there may be a maximum amount that you are allowed to invest in each fund.

The value of a unit (known as the unit price) will go down as well as up over time, depending on how the assets in the fund perform. We work out the prices of units in all of the funds by using the market value of the assets of the fund and taking off the fund charge.

You can find details of how we work out fund prices in our Fund

Operating Procedures governing the funds. You can get a copy of these online at www.irishlife.ie or from our Head Office.

Your fund value on any particular date will be equal to:

- the number of units we have placed in your plan from each fund;

multiplied by

- the price for units of that fund on that date; and
- added together for each of the funds in your plan.

As a result, this fund value will go down as well as up over time as the unit prices change to reflect the value of the assets in the funds.

Delay Periods

In certain circumstances, we may need to delay new investments. Some of the reasons can include if:

· large number of customers wishing to invest in their fund at the same time.
· there are practical problems buying the assets within the fund or for an externally managed fund.
· an external manager who is responsible for the investment of any part of the fund imposes such a delay.
· 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 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. The delay period will be no longer 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 delay period.

Funds and Unit Prices

Section 3

This section explains how the investment funds work.

3.1 Fund charge

Each month we make a charge of 1/12 of the yearly fund charge for each of your chosen funds. We take this charge from the price of the units in your fund evenly over the month.

This charge goes towards the costs of:

- setting up and administering the investment;
- paying sales and commission costs (if these apply);
- and the expenses of managing your plan.

The yearly fund charges on the Pinnacle funds are as follows:

Panel of funds	Standard Charge	Estimated average level of variable charge	Total estimated fund charge each year
Active Managed Fund Series R	1.25%	0.00%	1.25%
Amundi Absolute Return Multi-Strategy Series R	1.25%	0.65%	1.90%
Amundi Euroland Equity Small Cap Series R	1.25%	0.65%	1.90%
Amundi European Equity Conservative Series R	1.25%	0.65%	1.90%
Amundi Global Aggregate Bond Series R	1.25%	0.45%	1.70%
Amundi Global ESG Ecology Equity Series R	1.25%	0.65%	1.90%
Amundi Multi-Asset Sustainable Future Series R	1.25%	0.55%	1.80%
Amundi Real Assets Target Income Series R	1.25%	0.60%	1.85%
Consensus Cautious Fund Series R	1.25%	0.00%	1.25%
Consensus Equity Fund Series R	1.25%	0.00%	1.25%
Consensus Fund Series R	1.25%	0.00%	1.25%

Diversified Balanced Fund Series R	1.25%	0.40%	1.65%
Diversified Cautious Fund Series R	1.25%	0.40%	1.65%
Diversified Growth Fund Series R	1.25%	0.40%	1.65%
Dynamic Global Equity Fund Series R	1.25%	0.00%	1.25%
Fidelity China Fund Series R	1.25%	1.15%	2.40%
Fidelity EMEA Fund Series R	1.25%	1.15%	2.40%
Fidelity Global Property Shares Fund Series R	1.25%	1.15%	2.40%
Fidelity India China Fund Series R	1.25%	1.15%	2.40%
Fidelity India Fund Series R	1.25%	1.15%	2.40%
Fidelity Global Multi-Asset Defensive Fund Series R	1.25%	0.90%	2.15%
Fidelity World Fund Series RR	1.25%	0.70%	1.95%
Global Cash Fund Series R	1.25%	0.00%	1.25%
Global Consensus Fund Series R	1.25%	0.20%	1.45%
Global Opportunities Fund Series R	1.25%	0.00%	1.25%
Global Select Fund Series R	1.25%	0.00%	1.25%
Indexed Commodities Fund Series R	1.25%	0.20%	1.45%

Indexed Emerging Markets Equity Fund Series R	1.25%	0.00%	1.25%
Indexed Ethical Global Equity Fund Series R	1.25%	0.00%	1.25%
Indexed Euro Corporate Bond Fund Series R	1.25%	0.00%	1.25%
Indexed Euro Short Dated Bond Fund Series R	1.25%	0.00%	1.25%
Indexed European Equity Fund Series R	1.25%	0.00%	1.25%
Indexed European Gilts Fund Series R	1.25%	0.00%	1.25%
Indexed Global REIT Fund Series R	1.25%	0.00%	1.25%
Indexed Inflation Linked Bond Fund Series R	1.25%	0.00%	1.25%
Indexed Irish Equity Fund Series R	1.25%	0.00%	1.25%
Indexed Japanese Equity Fund Series R	1.25%	0.00%	1.25%
Indexed North American Equity Fund Series R	1.25%	0.00%	1.25%
Indexed Pacific Equity Fund Series R	1.25%	0.00%	1.25%
Indexed Technology Fund Series R	1.25%	0.00%	1.25%

Indexed UK Equity Fund Series R	1.25%	0.00%	1.25%
Indexed World Equities Fund Series R	1.25%	0.00%	1.25%
Infrastructure Equities Fund Series R	1.25%	0.60%	1.85%
Irish Life FORUM Fund 3	1.25%	0.00%	1.25%
Irish Life FORUM Fund 4	1.25%	0.00%	1.25%
Irish Life FORUM Fund 5	1.25%	0.00%	1.25%
Irish Property Fund Series R	1.50%	0.00%	1.50%
Multi Asset Portfolio 2 Series R	1.25%	0.15%	1.40%
Multi Asset Portfolio 3 Series R	1.25%	0.15%	1.40%
Multi Asset Portfolio 4 Series R	1.25%	0.15%	1.40%
Multi Asset Portfolio 5 Series R	1.25%	0.15%	1.40%
Multi Asset Portfolio 6 Series R	1.25%	0.05%	1.30%
Multi-Manager Target Return Fund Series R	1.20%	0.68%	1.88%
Property Portfolio Fund Series R	1.25%	0.75%	2.00%
Protected Consensus Markets Fund Series R	1.73%	0.00%	1.73%
Setanta Active Multi Asset Fund 3	1.25%	0.00%	1.25%
Setanta Active Multi Asset Fund 4	1.25%	0.00%	1.25%
Setanta Active Multi Asset Fund 5	1.25%	0.00%	1.25%
Setanta Balanced Dividend Fund Series R	1.25%	0.00%	1.25%
Setanta Equity Dividend Fund Series R	1.25%	0.00%	1.25%
Setanta Global Equity Fund Series R	1.25%	0.00%	1.25%
Setanta Income Opportunities Fund Series R	1.25%	0.00%	1.25%
Setanta Managed Fund Series R	1.25%	0.00%	1.25%

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

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

3.1 Variable Charges

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

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

Funds with variable charges

Funds are administered at an overall level by Irish Life. For some funds, a part or all of the assets are managed by companies (external managers) other than Irish Life. For information on which funds are externally managed and/or contain property assets please read your separate fund guide.

The fund managers take their costs and charges from the assets they manage. These charges are reflected in how the funds perform. The level of the charges they take, as a percentage of the overall fund, can vary for several reasons. There are charges taken from these funds by both Irish Life and these fund managers.

- The first reason is the fact that the charges on the overall fund will vary according to the proportion of the fund invested in each of the underlying funds and the specific charges for these funds. The underlying funds may also change in the future and different charges for the new funds may lead to overall fund charge changing.
- The second reason is that the costs associated with managing a fund may vary and change over time. These costs include, for example, license fees where funds track a particular index, legal, accounting and marketing costs.
- The third reason is that some funds may borrow to increase the amount of assets that the funds can invest in. Borrowing increases the chance of achieving improved returns if the assets perform well. However, it also increases the level of risk of the investment. The fund managers' charges in relation to investments are based on the total value of the assets held including any borrowings made rather than on the funds they manage. The level of these charges as a percentage of the funds managed will depend on the amount of borrowing relative to the value of the assets held.

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

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

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

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

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

3.2 Protected Consensus Markets Fund

How the Protected Consensus Markets Fund is invested

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

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

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

Working out the Unit Price

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

The Protected Price Pledge

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

Protected Consensus Markets Fund, so as to ensure that the Unit Price does not fall below 80% of its highest ever value.

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

The Protected Price Pledge applies to the number of units we have allocated for investment on your plan. Any charges or unit cancellations will reduce the number of units invested in your plan. Irish Life does not provide the Protected Price Pledge on the Protected Consensus Markets Fund. **The Protected Price Pledge is provided to us by Deutsche Bank.** Your contract is with us, Irish Life. Separately, Irish Life has contracted with Deutsche Bank whereby Deutsche Bank has agreed to provide the Protected Price Pledge in relation to the Protected Consensus Markets Fund. **Irish Life's commitment to you is to pass on the full amount it receives from Deutsche Bank under the Protected Price Pledge in respect of your investment. <u>Our commitment to you is restricted to the amount which we actually receive from Deutsche Bank.</u>** No other assets of Irish Life will be used to meet these commitments.

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

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

Expiry of the Protected Price Pledge

The Protected Price Pledge contract between Irish Life and Deutsche Bank applies for the period up to 11 September 2025. We will negotiate with Deutsche Bank to try to extend this date but there is no guarantee that we will be successful. We will write to you if this occurs. The contract may end before this date in certain circumstances.

Termination Events

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

- If either party commits a material breach of the contract and does not remedy it within a specified time limit, or if particular provisions of the contract are breached by either Irish Life or Deutsche Bank - for example if Deutsche Bank stops working out how much of the Protected Consensus Markets Fund is linked to the performance of the Consensus Markets Fund and the Protected Fund then Irish Life may terminate the contract. If Irish Life fails to supply specific information on the Protected Consensus Markets Fund to Deutsche Bank necessary to perform its functions under the contract, then Deutsche Bank may terminate the contract with us.

- If either of Irish Life or Deutsche Bank refuses or fails to pay to the other party the amounts due to that other party under the contract.
- If there is a material breach by Deutsche Bank of services it provides under the contract.
- If Irish Life or the asset manager or custodian appointed in connection with the contract with Deutsche Bank cease, for whatever reason, to fulfil their functions under the contract.
- If either Irish Life or Deutsche Bank becomes insolvent or, is nationalised or ceases to carry on its business as presently conducted.
- If there is a change in tax, law or the regulatory regime that negatively impacts on Deutsche Bank with regard to its duties under the contract.
- If Irish Life or Deutsche Bank's obligations under the contract become impossible to fulfil or illegal or infringe applicable laws.
- If there is a regulatory investigation of either Deutsche Bank or Irish Life with regard to their activities under the contract.

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

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

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

Closure of the Protected Consensus Markets Fund

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

- If the Protected Price Pledge is reduced or removed.
- If we are unable to extend the contract with Deutsche Bank beyond 11 September 2025.
- If there are material difficulties in operating the fund as intended.

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

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

Closure of the Protected Consensus Markets Fund to New Contributions

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

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

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

3.3 Additional points to note

Increase in charges

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

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

Funds containing property

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

Currency

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

Securities lending

If you have chosen to invest in a fund that invests in equities or bonds, the equities or bonds within that fund may be used for the purpose of securities lending in order to earn an additional return for the fund. While securities lending increases the level of risk within a fund it provides an opportunity to increase the investment return. Where an external manager engages in securities lending, they may keep some or all of the revenue from this activity for themselves.

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

Fund Closures

At any stage we can change the range of fund options that are available. We reserve the right to close a fund. If you are invested in that fund, we will give you notice of that change. You will have the option to switch your investment into any of the other funds open at that time.

Incentive fees

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

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

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

Counterparty Risk

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

External Funds

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

Where funds are managed by external fund managers, the investments may be legally held in other countries other than Ireland. Where a fund is based will impact on how it is regulated.

Charges

Section 4

This section sets out the charges we take.

This section deals with the amount of the payments that we will place in the funds on your behalf and the charges you will have to pay.

4.1 Yearly fund charge

This charge is taken as a percentage of your fund value. It can be different for each fund that you are investing in. Each fund charge is shown in section 3 of this booklet. The charge is reflected in the unit price of each of the different funds you have invested in.

If a lump sum top up of €7,500 is added at any stage before the first anniversary date of the plan (or a number of lump sum top ups which add up to €7,500 or more) we will reduce the fund charge for the entire plan by 0.25% a year for the duration of the plan where your regular payment is less than €1,000 per month and by 0.5% a year for the duration of the plan where your regular payment is greater than or equal to €1,000 per month. So, for example, the fund charge on the Consensus Fund would be 1% or 0.75% depending on the regular payment paid.

If you add a lump sum, or change your regular payment amount in the first 12 months, this can impact on your yearly fund charge. The reduction in your yearly fund charge can vary between 0% and 0.50%.

There is no backdating of this fund charge reduction. It will only apply from the time the lump sum top up (or a number of lump sum top ups) adds up to €7,500 or more.

There is no fund charge reduction if the total is less than €7,500 or if the top up is added after month 12.

4.2 Yearly plan charge

If this charge applies, it will be shown on your plan schedule. This charge is taken as a percentage of your regular payment fund value and/or your single payment fund value (if applicable). This will apply as well as the fund charge referred to in sections 3 and 4.1.

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

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

4.3 Early withdrawal charge

If you want to take money out of your investment less than five years after the start of your plan, we will take an 'early-withdrawal' charge from your fund value (see section 8). This does not affect your right to cancel in the cooling-off period we referred to in the introduction.

4.4 Future increases in charges

We won't increase the charges outlined earlier unless we need to because of an increase in the costs of dealing with the investment. If this happens, we will give you notice of the increase.

Payments

Section 5

This section describes your payment options.

Details of the amount you have chosen to pay and how often you have chosen to pay are set out in the schedule. These are known as regular payments. It is not possible to make regular payments in cash.

5.1 Automatic increases in payments

If you chose not to increase your payments each year when you filled in your application form, your regular payments will stay the same.

Otherwise, the regular payments to your plan will automatically increase each year on the anniversary of the start date of your plan. Your regular payments will increase each year in line with the Consumer Price Index. When the Consumer Price Index 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 payment.) If the Consumer Price Index stops being published, we will decide on a suitable rate of increase, taking into account customers' reasonable expectations and other current increases in the insurance industry. We will tell you what this increase will be.

If you decide in the future that you do not want your payments to increase, you must tell us in writing.

The maximum monthly payment is €10,000. Automatic increases cannot take your monthly payment over this maximum amount.

5.2 Varying your payments

You may increase the amount of the regular payment that you make at any time, as long as the amount of the increase is at least as large as the minimum we allow. You may also reduce your regular payments at any time. The reduction in premium must be at least as large as the minimum we allow. You cannot reduce your regular payments below the minimum payment that we allow. These minimum amounts can be confirmed when you apply to make changes to your payment.

The maximum monthly payment is €10,000. The maximum payment per year allowable may be different if you chose to make payments less frequently than monthly. You cannot increase your monthly payment over this maximum amount.

5.3 Skipping payments

You may skip regular payments if you write to us at least one month beforehand saying how long you want to skip payments for. At the end of this period, we will start collecting your payments again.

5.4 Single payments

You can make a one-off payment of at least €650 at any time. In certain circumstances we may refuse to allow you to do this. However, if we do, we will tell you why. Any one-off payment is subject to the maximum we allow at the time of making that one-off payment.

Assuming we accept your extra payment, we will invest it in the fund or funds you have chosen by placing extra units in your plan. We will use the price of units on the day we receive your payment and all the documents we need. Currently, we use 101% of each single payment you make to add units to your plan. However, the percentage of any single payments that we invest may change in the future.

5.5 Paid-up plan

You can change your plan to a paid-up plan at any time. This means you will not make future payments and the units we have already added will stay in your plan until you cash it in or we pay a death benefit. You may decide to start making payments again in the future.

If you want to make your plan paid-up, you should write to us.

Switching between funds

Section 6

This section explains what happens if you decide that you want to change where your money is invested.

At any time, you may ask us, in writing (or if registered you can do this online), to switch some or all of your money from one Pinnacle fund to another.

We do not currently charge for this option. We may charge in the future to cover our administration costs. The unit prices we use for your switch will be determined according to our switching policy in place at the time of the switch. Our current policy is to use unit prices 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 adviser as to what our switching policy is at the time you switch.

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

If you want to make a switch, you must write to us. The unit prices we use will be those on the day we receive your written request. We do not charge for this service.

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

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

Delay Periods

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

- If a large number of customers want to put money into or take money out of the same fund at the same time.
- If there are practical problems buying or selling the assets in which the fund is invested.
- For an externally managed fund, if the external manager imposes 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 the plan is invested in a property fund (or a fund with a high proportion of property assets). The length of any delay will depend on how long it takes us to buy or sell the assets in the fund. A significant delay would be likely to apply in this situation. The delay period will be no longer than 18 months.

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.

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.

Death benefit

Section 7

This section gives details of the benefit we will pay if an investor named in the schedule dies and what we need before we can pay out the benefits.

7.1 Death benefit if there is one life assured shown on your schedule

On the date we are told about the death of the life covered, shown on the schedule we will switch the fund value to the Life Claims Cash Fund (we will use the unit price which applies on that day) and we will stop collecting premiums.

We do not charge for this switch.

The death benefit (before tax) we pay will be 100.1% of the value of the Life Claims Cash Fund based on the unit price on the day we receive all the documents we need (as described in section 7.3). We will deduct any tax due as described in section 10.

We will not pay the death benefit if you cash in the investment before you die.

If we pay the death benefit, the investment will end and we will not pay any other amounts.

We will work out prices for the Life Claims Cash Fund, taking account of our fund charge. On 1 October 2021, this is 0.5% of the fund value for the Life Claims Cash Fund each year. We may increase this fund charge to reflect increases in our expenses for this type of investment and to reflect inflation. We will not increase this charge beyond that which is needed to meet the current expense levels.

7.2 Death benefit if there are two lives assured shown on your schedule

If one of you dies, we pay out the full value of the investment (once we have received the items, we need to pay out the death benefit as described above). The fund value will reduce to zero but the plan will continue. We will change the plan to a single life plan. The plan will end when the remaining life assured dies. The death benefit we will pay when the remaining life assured dies is as described in section 7.1.

On the date we are told about the death of the second of the lives assured shown on the schedule, we will switch the fund value to the Life Claims Cash Fund. We will use the unit price which applies on that day.

We do not charge for this switch.

The death benefit (before tax) we pay will be 100.1% of the value of the Life Claims Cash Fund based on the unit price on the day we receive all the documents we need. We will deduct any tax that is due. We describe tax in section 10.

Depending on your specific circumstances you may have the option to leave the full value of the investment in the plan on the death of the first life where there are two lives assured shown on your schedule.

We will work out prices for the Life Claims Cash Fund, taking account of our fund charge. On June 2022, this is 0.5% of the fund value for the Life Claims Cash Fund each year. We may increase this fund charge to reflect increases in our expenses for this type of investment and to reflect inflation. We will not increase this charge beyond that which is needed to meet the current expense levels.

7.3 What we need before paying the death benefit

Before we can pay the death benefit, we will need:

- a filled-in claim form (available from any of our offices);
- proof that the person making the claim is entitled to the money from the investment;
- these terms and conditions and the plan schedule; and
- a death certificate for the deceased.

We will normally pay any benefits due under the investment to you. If you die, we will pay the person who deals with your estate. If you transfer the investment to someone else (for example, if you pass it to a financial institution as security for a loan), we will pay the proceeds to them. You must tell us if you transfer your investment to someone else.

To protect you, we may need other proof that the person claiming is entitled to the money from the investment. To make sure that we pay the money (less any tax) to the correct person, the person claiming may also need to provide other documents (such as 'deeds of assignment', trust documents, a power of attorney or grant of representation) to show who is entitled to the money.

Cashing in all or part of your plan

Section 8

This section explains how to withdraw all or part of your plan and what happens when you do this.

You may cash in all or part of your plan in full at any time, subject to any delay periods that may apply (see below), by writing to us at the address given in the introduction to this document.

If you take money out of your plan, we will reduce the amount of money we pay you by the amount of any tax due. We explain this in the tax section (section 10).

If you cash in your plan either fully or partly within the first five years, an early withdrawal charge will apply to the amount you receive. We will reduce your fund value by the early withdrawal charge. This charge is equal to 5% of the cash in amount in years one to three, 3% of the cash in amount in year four and 1% of the cash in amount in the fifth year. After five years there will be no charge on full or partial withdrawals.

If you fully cash in your plan, we will end your plan.

If you cash in part of your plan, we will cancel some of the units we have added to it. The number of units we cancel will be the number you need for the value of these units to equal the 'before tax' amount you want to cash in. The amount you cash in must be at least as large as the minimum we allow after tax. These minimum amounts can be confirmed when you apply to cash in part of your plan.

You can specify which funds you wish to cash in the units from. If you do not specify which funds you wish to take the encashment from, we will take the encashment from the fund built up by your initial regular contribution first.

At the moment we do not make an administration charge if you want to cash in part of your plan. However, we have the right to charge you if we have extra costs in altering the plan. If we are going to introduce this kind of charge, we will write and tell you when we receive your request to cash in part of your plan.

Before we can pay you money from your investment, we will need:

- a filled-in claim form (you can get this form from any of our offices); and
- proof that you are entitled to claim the investment's proceeds (including these terms and conditions and the schedule).

If this plan has been assigned to a child, then a parent or guardian will need to sign a discharge and indemnity form for Irish Life, if they plan to cash in the plan before the child's 18th birthday.

The unit prices we use to work out the value due to you will be those that apply for the day we receive your filled-in claim form and any other documents we need.

In certain circumstances, we may delay total or part withdrawals. These circumstances can include the following:

- If a large number of customers want to take money out of the same fund at the same time.
- If there are practical problems selling the assets in which the fund is invested.
- For an externally managed fund, if an external manager who is responsible for the investment of any part of the fund imposes 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 selling properties, a delay of this sort is most likely to happen if you are invested 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 sell the assets in the fund. A significant delay would be likely to apply in this situation. The delay period will be no longer than 18 months.

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

If we delay a withdrawal, it will be based on the value of units at the end of the period.

Once you have given us notice that you wish to cash in your investment you cannot change your mind during any notice period.

The value of your plan may go down as well as up. Therefore, your cash-in value may be less than the payments you have made.

Single ownership or joint ownership

Section 9

This section explains how to change your plan from single ownership to joint ownership.

a) **Single life plan**

You may change the plan owner on a single-life plan to two plan owners jointly. We have the right not to allow you to make this change.

b) Jointly owned plan

If both of the plan owners (as shown on the schedule) write and ask, we can change the plan ownership from jointly owned to single ownership. We have the right not to allow you to make this change.

For both these options we will ask you to provide a ‘Deed of Assignment’ (a legal document which transfers ownership of the investment) in order to make this change. You may have to pay stamp duty on this deed. This will be your responsibility. We may also have to take off tax (see section 10)

It is not possible to change the life/lives assured on a plan.

Tax

Section 10

This section deals with tax law and what will happen if there is any change in the law relating to tax.

Any taxes or levies imposed by the government will be collected by Irish Life and passed directly to the Revenue Commissioners, in line with tax legislation.

Under current Irish tax law (June 2022), tax is payable on any profits made on this plan. Any growth on your investment amount, including any amount we invest in excess of your investment amount, is considered a profit earned by you and so is subject to tax (where tax is applicable). The tax rate is currently 41%. We will pay you the after tax amount. If the plan is owned by a company the tax rate that applies may be different.

Tax is payable on your investment returns when:

- You make any withdrawal (full or partial) from your investment
- You reach the 8th anniversary of your plan, and each subsequent 8th anniversary
- You die
- You transfer all or part of your investment to someone else. There are some exceptions to this however you must inform us if you transfer the investment.

The tax payable on each 8th anniversary will reduce the amount invested in the fund from that date onwards. Where tax is deducted from your fund on each 8th anniversary, the relevant exit tax can be offset against any tax that is payable on a subsequent chargeable event.

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

Tax legislation means Irish Life must deduct the correct amount of tax payable. Irish Life retains absolute discretion to determine, in accordance with all relevant legislation and guidelines, its application and interpretation, the tax treatment of this investment.

In some circumstances, additional tax may be due after death. For example, if the death benefit is paid to your estate, your beneficiaries may have to pay inheritance tax. There is no inheritance tax due on an inheritance between a married couple or between registered civil partners. In certain circumstances inheritance tax due may be reduced by any tax paid on a death under this investment.

If payments are made by anyone other than the legal owner of the investment, for example from a company or business account, there may be other tax implications.

Please contact your financial adviser if you do not fully understand the likely tax treatment of any benefits payable in connection with your investment.

We recommend that you seek independent tax advice in respect of your own specific circumstances.

Funds investing in overseas property or other overseas assets

Some funds invest wholly or partly in property or other assets outside of Ireland. Under current UK tax law, profit on rental income received on UK property investments is subject to tax. Capital Gains Tax may also apply on the disposal of UK property investments. Any UK taxes due will be taken from the fund and reflected in the fund's value. This information is based on current UK tax law (June 2022), which could change in the future.

For any investments in overseas property, tax will be deducted on any rental profit if this is required by the domestic tax rules of the relevant country.

In some instances, depending on the domestic tax rules of the country, capital gains tax may also be payable on capital gains made within the fund.

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

Any tax due will be deducted from the fund and thus reflected in the fund performance. If tax legislation and practice changes during the term, this will be reflected in the fund value. This information is based on current tax law (June 2022), which could change in the future.

Notices

Section 11

This section sets out what you should do with notices about your plan.

You must send all correspondence affecting this plan to our main office at:

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

Law

Section 12

This section defines the law that will apply to this plan.

This plan is governed by the laws of the Republic of Ireland, and the Irish courts are the only courts that are entitled to hear any dispute.

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

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

Notes

Irish Life

Contact us

Phone:	01 704 2000
Fax:	01 704 1900
e-mail:	customerservice@irishlife.ie
Website:	www.irishlife.ie
Write to:	Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street, Dublin 1.

Form: SSAPDAA

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