

Navigator for Company Pensions

CLOAS
Form NAVIC

TC 1027 (REV 02-08)

terms & conditions booklet

This is your terms and conditions booklet for your Navigator for Company Pensions.
You should read the document carefully as it contains detailed and important information.
Please keep it safe in your welcome pack, as you will need it in the future.

What is a pension plan?

This pension plan is a contract between you and Irish Life Assurance plc and is designed by us to provide certain benefits from a chosen retirement age. It may also provide life cover if the member dies before their chosen retirement age.

Details of the plan can be found in this terms and conditions booklet, the schedule, the application form, the rules (including the letter of exchange). These terms and conditions may be varied by us from time to time. In the event that a material change is made you will be notified in advance. Any conditions or extra rules (endorsements) which we add in the future will also form part of the plan and may only be added by authorised staff at our Chief Office. Together these documents, and any appendices, form the terms and conditions of the plan.

This plan is a defined contribution plan, which means that the level of benefits paid out depends on the level of payments made and the return on the investments.

We have issued this plan to you on the understanding that the information in the application form and any related correspondence is true and complete and that we have been given all relevant information. If this is not the case, we will be entitled to declare the plan void. If this happens, you will lose all rights under the plan, we will not pay any claim and we will not refund any payments. Information is relevant if it would influence the judgement of a reputable insurer when fixing the payment or the level of benefits, or in deciding whether to provide cover at all.

We will pay benefits from our Head Office in Ireland, the Irish Life Centre, Lower Abbey Street, Dublin 1.

All payments and benefits under this plan will normally be paid in euro.

In legal disputes Irish law will apply and the Irish courts are the only courts which are entitled to hear any disputes.

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

How does the plan work?

You have agreed to make the payments outlined on the schedule on the dates described. The funds you have chosen to invest your payments in are also shown. You can choose to alter the payments over the term of the plan. The level of benefit will depend on the payments made and the return on investments.

When will the benefits be paid?

We will normally pay the benefits when the member retires at the normal retirement date. The normal retirement date is shown in the plan schedule. We must pay benefits to you if the member dies before this age.

How are the benefits paid?

We will pay retirement benefits to the member in the way you (the trustee) choose. You must prove that you legally own the plan and that benefits are due. However, this will depend on conditions imposed by the Revenue Commissioners. We will pay any death benefit under the plan according to your instructions.

Writing to us

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

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

Cooling-off period

If after taking out this plan you feel that it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days from the date we send you the plan (or a copy), we will cancel your plan and refund your regular payment. We will refund any single payment (or payments), less any reduction in investment values over the period of the investment. We strongly recommend that you contact your broker or Irish Life adviser before you cancel the plan.

Complaints

You should write to us at the address provided if you have any queries or complaints in relation to this plan.

If the member believes they have suffered a financial loss as a result of the poor administration of the scheme, or if there is a dispute of fact or law, they must contact you first. You, as a trustee, are obliged under the Pensions Ombudsman Regulations 2003 (S.I. No. 397 of 2003) to set up and follow an Internal Disputes Resolution (IDR) procedure which you must publish and make available to the member if they ask. You can get more information from the Pensions Ombudsman's office at:

The Office of the Pensions Ombudsman,
36 Upper Mount Street,
Dublin 2.

Phone: 01 647 1650

Fax: 01 676 9577

E-mail; info@pensionsombudsman.ie

Web: www.pensionsombudsman.ie

You must then issue a decision on the matter. The member is not bound by this decision and can take the matter to the Pensions Ombudsman. The decision of the Pensions Ombudsman can be appealed by both parties to the High Court.

All other complaints which you cannot settle (after contacting Irish Life) should be directed to the Pensions Board at Verschoyle House, 28/30 Lower Mount Street, Dublin 2. Phone: 01 613 1900, Fax: 01 631 8602.

For any help, please contact us at Irish Life.

Family law and pensions

If the member is involved in a judicial separation or a divorce, a pension adjustment order may be granted by the courts over the benefits we may pay from this plan when the member retires or dies. The member can get more information on how pension adjustment orders work from the Pensions Board or their solicitor.

The Pensions Board

The Government set up the Pensions Board under the Pensions Act, 1990 as amended. The role of the Pensions Board is, among other things, to ensure pension schemes are run in line with the Pensions Act 1990, as amended. Their address is as shown above.

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Section 1

Definitions

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

Certain words and phrases 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.

Accumulated fund

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

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

We may use a market value adjuster with any part of the accumulated fund that is invested in the Secured Performance Fund or the Capital Protection Fund (see paragraphs 4.5 and 4.6).

Annuity

A guaranteed payment made every month, for the month, until death.

Application form

The application form for this plan. It includes any extra information given to us about the plan or any other relevant information.

Approval

Approval from the Revenue Commissioners.

Approved minimum retirement fund

A fund which is managed by a qualifying fund

manager and which keeps to the conditions of Chapter 2 of Part 30 of the Taxes Consolidation Act, 1997 for this type of fund.

Approved retirement fund

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

Consumer Price Index

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

Contribution cover

An optional plan benefit. If this benefit is chosen, payments may be stopped for a period if the member is disabled. We will place units into the unit account as though the regular payment was being made. (See paragraphs 3.21 to 3.29.)

Dependant

The member's husband, wife or any other person who depends on them financially immediately before the member dies. For this purpose a child includes a stepchild or legally adopted child.

Disabled

When the member suffers from an illness or injury which totally prevents him or her from carrying out their normal occupation and they are not following any other occupation. This inability must be confirmed by our Chief Medical Officer. The injury or sickness must have begun after the start date of the plan, or after the date contribution cover was added to the plan. The occupation refers to the occupation shown on the application form or any other more recent job we have accepted.

Employer

The person, people or organisation referred to in the schedule.

Endorsement

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

Fund

Any of the funds described in the panel of funds.

Fund link

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

Investment date

Generally the date on which we receive a payment from you for investment on behalf of the member.

Investment factor

The percentage of the payment that we invest for the member as described in section 5.

Investment 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 investment price on any given date is the price which Irish Life has determined for that date.

Life cover

The amount we will pay if the member dies while the plan is in force. We will switch the accumulated value of your fund to the cash fund based on the next valuation following notification of the member's death. The amount we will pay will be the accumulated value of your fund on the date we

receive all the documentation required on a death claim (see section 7.1).

Market value adjuster

An adjustment to reduce the value of units of the Capital Protection Fund or the Secured Performance Fund in certain circumstances as set out in paragraphs 4.5 and 4.6.

Member

The person for whom the benefits of the plan are held in trust and upon whose life the plan benefits depend. This is the person named as the customer in the schedule. Only the member named in the schedule at the commencement of the plan can ever be the member under the plan. If the scheme is made the subject of a Pension Adjustment Order, the plan may also include the person or person's referred to in the Pension Adjustment Order.

One member arrangement

The Scheme is established as a "one member arrangement" within the meaning of Article 2 of the Occupational Pension Schemes (Investment) Regulations, 2006 (S.I. No 294 of 2006) and as a "One Member Arrangement" within the meaning of Article 4 of the Occupational Pension Schemes (Disclosure of Information) Regulations, 2006 (S.I. No 301 of 2006).

Normal retirement date

The date shown in the schedule which is the date on which the accumulated fund will be available to buy retirement benefits in line with the terms of section 3.

Panel of funds

Consensus Fund Series Q
Global Opportunities Fund Series Q
Active Managed Fund Series Q
Pension Protection Fund Series Q
Capital Protection Fund Series Q
Exempt Property Fund Series Q

UK Property Fund Series Q
 Exempt Cash Fund Series Q
 Exempt Irish Equity Indexed Fund Series Q
 Exempt Japanese Equity Indexed Fund Series Q
 Exempt European Equity Indexed Fund Series Q
 Exempt Fixed Interest Indexed Fund Series Q
 Exempt North American Equity Indexed Fund Series Q
 Exempt Pacific Equity Indexed Fund Series Q
 Exempt UK Equity Indexed Fund Series Q
 Ethical Global Equity Fund Series Q
 Secured Performance Fund Series Q
 Indexed Global Equity Fund Series Q
 Fidelity Managed International Fund Series Q
 PIIM International Share Fund Series Q
 Bloxham's High Yield Fund N
 Bloxham's Contrarian Fund N
 Bloxham's Intrinsic Value Fund N
 Fidelity India China Fund Series Q
 Fidelity Portfolio Select Growth Fund Series Q
 Fidelity European Opportunities fund Series Q

At any stage we can change the range of fund options that are available. If you are invested in that fund, we will give you at least one months advance notice. You will have the option to switch out of your investment into any of the other funds that are open at that time.

Payment due date

The date on which payments should be made to us. You will choose how often you make payments and this will be shown on the application form. If payments are to be made through a payroll benefits scheme, the employer will agree how often they will make payments. The payment due date cannot be later than the member's 70th birthday or the date of their death.

Pensions Act

Pensions Act, 1990 as amended.

Proprietary director

Means a director who, either alone or together with his or her husband or wife and children is, or was, at any time within three years of the date of:

- (i) the specified normal retirement date;
- (ii) an earlier retirement date if this applies;
- (iii) leaving service; or
- (iv) in the case of a pension or part of a pension paid in line with a pension adjustment order, the relevant date in relation to that order;

the beneficial owner of shares which, when added to any shares held by the trustees of any settlement to which the director or his or her husband or wife had transferred assets, carry more than 5% of the voting rights in the company providing the benefits or in a company which controls that company.

Qualifying fund manager

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

Regular payments

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

Retirement benefits

Cash, annuity or other benefits provided by the accumulated fund.

Rules

The letter of exchange and rules for the Navigator for Company Pensions.

Schedule

The schedule that forms part of this plan.

Single payment

A payment which is not a regular payment.

Specified income

A pension or annuity which is paid for the life of the individual including a pension paid under the Social Welfare (Consolidation) Act, 2005. Specified income is defined in Chapter 2 of Part 30 of the TCA.

Start date of the plan

The date shown in the schedule.

Suspension

Where we have agreed that regular payments can be stopped for a fixed period (see section 2.7).

TCA

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

Trustee

The person or people named in the schedule as trustee, or any other person who may become trustee of this plan in line with the rules.

Unit

Each fund in the panel of funds contains a number of identical units. We will work out the value of each payment unit by referring to the 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 account

The number of units set aside for the plan in each fund.

We, us, our

Irish Life Assurance plc.

Your, you

The person named as the trustee in the schedule.

Section 2

Payments

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

2.1 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.

2.2 We allow you 30 days to make each payment unless you make payments in monthly instalments, in which case this period is 10 days. If you do not make any payment within these periods, we will assume payments have stopped under the plan (see section 2.8) unless you have chosen the option to suspend payments under section 2.7.

2.3 Each time you make a payment, we place units from one or more of the funds into the plan according to the terms of the latest fund link and in the way described in section 5. We use the investment price of each fund to work out the number of units from each fund, which we will place in the plan.

In certain funds (currently the UK Property Fund and the Secured Performance Fund) there may be a maximum amount that you are allowed to invest.

2.4 **Changing your payments**
Non-automatic increases in regular payments

You may write and ask to increase the regular payment giving at least one calendar month's notice. Any increase must be at least as large

as the minimum we allow. This minimum amount may vary depending on the particular fund. There may be restrictions on increasing your regular payment into certain funds. (We describe some of these in section 4.)

Automatic increases in payments

If you have chosen to increase payments in line with inflation, your regular payment and the member's life cover (if any) will automatically increase each year on the anniversary of the start date (as shown on the schedule). Both your regular payments and the member's life cover 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.) We will tell you what this increase will be.

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

The following also applies.

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

- If you turn down any increase in life cover two years in a row, we will not automatically give a further increase in life cover without looking for evidence of the health of the member.
- We can restrict the normal amount of the automatic increase in the life cover, if the amount we must pay on the member's death under all plans would be more than our current limit. This will not be less than €315,000.

2.5 Reducing regular payments

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

2.6 Option to make single payments

You may make single payments to us at any time. You can make only single payments if you want. It is not possible to add regular payments to a plan if you start with a single payment. There may be restrictions on investing in certain funds. (We describe some of these in section 4.) There may also be restrictions imposed by the Revenue Commissioners. The investment terms that apply to single payments will be those available at the time you make your single payment. We will add units to your account for your single payment based on the investment price of units on the day we receive your payment at Chief Office. The single payments may not be less than the minimum amount we allow. This minimum amount may vary by fund.

2.7 Suspending regular payments

You can suspend the regular payments at any time.

This option is available only if you give us written notice of the start date and end date of the suspension period, at least one month before the next payment due date.

If you use this option, the following will apply.

- The plan will continue in force and any charges that apply (for example, the plan fee and fund charge) before the suspension period will continue to apply for the suspension period. If the value of the accumulated fund falls to zero, the plan will end without a value and we will not pay any benefits.
- If life cover or contribution cover applies, the charge for this cover automatically continues unless:
 - 1 you ask us to do otherwise in writing; or
 - 2 during the suspension period the value of the accumulated fund falls to zero. Life cover and contribution cover will end if this happens.

We will take the charge as outlined in 3.11 and 3.29. The effect of this will be to reduce the value of the fund by the cost of the cover.

- You must continue to make the regular payment from the end of the suspension period. If this does not happen, the plan will become paid up (see section 2.8).

- We will not provide contribution cover until six calendar months after regular payments have started again.

2.8 Paid-up plan

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

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

Any life cover will automatically be set to zero and the charge for life cover and contribution cover (if any) will automatically stop. The member can keep the life cover on the plan if you ask us to do so. The rules around the life cover and contribution cover in this case will be the same as if you choose a suspension as outlined in 2.7.

Where you have chosen options under sections 2.7 and 2.8, we will continue to take the annual fund charges and the plan fee.

If a plan has become a paid-up plan:

- the accumulated fund will stay invested in the fund (or funds) you have chosen until the member decides to take retirement benefits, until the member reaches his or her normal retirement age, until the member dies or until the accumulated fund value is zero, whichever is earliest; or

- if the member is eligible to receive retirement benefits immediately, we will use the accumulated fund to provide them (all benefits under the plan will end on that date and the plan will also end);

and

- we will cash in all of the plan if the member is being granted a refund of his or her own payments into the plan. The amount we will pay to you will be the accumulated fund at the date we cash in units in the fund. On this date the plan will end. This option may not be chosen if it conflicts with Part III, Pensions Act 1990 as amended.

the payment or the level of benefits; when deciding whether to reinstate cover at all; or when deciding whether to attach conditions.

We may refuse to reinstate the cover if the evidence of health shows a change in the state of health from that given on the application form.

If we are happy that you have met our requirements, we will reinstate the life cover when we reinstate the payment and receive all the relevant information. We will reinstate the contribution cover (if any) six calendar months after we reinstate the regular payments.

2.9 Reinstating the plan

If regular payments have been stopped under paragraphs 2.7 or 2.8, you may ask us to reinstate the plan. You must do this in writing.

If the plan is stopped under 2.8 and life cover and contribution cover applied when regular payments stopped, and you also want to reinstate the cover, we will ask for evidence of the member's health.

We will reinstate the cover on the understanding that the information given in the evidence of health form and any related document is true and complete and that all relevant information has been provided. If this is not the case, we will be entitled to declare the plan void. If this happens, you will lose all rights to life cover under the plan, we will not pay any claim, and we may not refund any payments. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing

Section 3 Benefits

Family law and pensions

The benefits we pay below are decided by you, and are only provided if you decide. However, if the member is involved in a judicial separation or divorce, a pension adjustment order may be granted by the court. This will direct you to pay all or part of the benefits under this plan when the member retires, withdraws from service or dies, to any person named in the pension adjustment order. A pension adjustment order issued by the court will override the terms and conditions of this plan.

This section explains the benefits that are provided by the plan.

When is it possible to take retirement benefits?

3.1 The member will receive retirement benefits at the earliest date of the following.

- a) His or her 70th birthday.
- b) The first day of the month (between the member's 60th and 70th birthdays) after you tell us in writing that retirement benefits are being claimed.
- c) The first day of the month (before the member's 60th birthday) after you give us evidence of the member's disability and you tell us in writing that retirement benefits are to be claimed because of ill health. The Revenue's current definition of ill health means "physical or mental deterioration which is serious enough to

prevent the individual from following their normal employment or which very seriously impairs their earning capacity. It does not mean simply a decline in energy or ability".

- d) The first day of the month after you give us evidence that the member's job is one in which people usually retire before their 60th birthday and you tell us in writing that retirement benefits are to be claimed. The member must have reached the age which has been approved by the Revenue Commissioners as defined in Chapter 1, Part 30 of the TCA.
- e) If the member is retiring from their job, the first day of the month (between their 50th and 60th birthdays) after you tell us in writing that retirement benefits are being claimed.

All payments made under this plan must be within the Revenue limits as described in the rules.

The accumulated fund will stay invested in the funds you have chosen until:

- you decide to take retirement benefits;
 - the member reaches their normal retirement date; or
 - the member dies;
- whichever is earliest.

All payments made under this plan must be within the Revenue limits as described in the Rules. Certain payments are also subject to tax. We must pay out benefits in accordance with tax legislation at the time of payment. The current maximum fund limits for tax purposes are outlined in Part 30 of the TCA and summarised in Section 8.

What options are available to the member when they retire?

- 3.2 The accumulated fund at normal retirement date will be available to provide retirement benefits under this plan (depending on the conditions of sections 3.1, 3.4, 3.5, 3.6 and 3.7).
- 3.3 If any part of the benefits of the plan cannot be paid as described in the following sections without going above any maximum imposed by the Revenue Commissioners, we will pay the value of that part to the employer as set out in the rules.

Retirement benefits

Tax-free lump sum

- 3.4 A tax-free lump sum of up to one and a half times final remuneration can be taken at normal retirement age, subject to limits set out within the Rules of the Scheme and under the TCA (see Section 8). This maximum is based on the member completing 20 or more year's service at normal retirement age. A sliding scale applies where less than 20 years service has been completed by retirement, as outlined in the Rules.

We will always take any retained benefits accruing to the member into account when calculating the maximum tax-free lump sum, as outlined in the Rules.

Where a tax-free lump sum is taken on retirement, the maximum pension must be reduced by the equivalent pension value of the lump sum taken.

All payments made under this plan must be

within the Revenue limits as described in the rules.

Annuity (pension) benefit

- 3.5 With the accumulated fund, or the accumulated fund less the tax-free lump sum, you can choose to provide an immediate single or joint-life annuity option that we have available at the time the member retires. We will use our annuity rates at the time you choose the benefits to work out the amount of benefit that the member will receive. The benefits we pay cannot be greater than the limits placed on us by the Revenue Commissioners. We normally pay annuities monthly in advance.

Some extra annuity features may also be available.

- a The member's annuity may have a guarantee period of up to 10 years - this means that if the member dies during the guarantee period, we will continue to pay their annuity to their dependants up to the end of the guarantee period.
- b You can choose a dependant's annuity for the member. This means that if the member dies before their dependant, we will pay their dependant a pension until they die. We will pay this to the person you have chosen (other than the member's child) if we are satisfied that they depend on the member. If this person is not a husband or wife, the maximum length of time for which we will pay the annuity must be approved by the Revenue Commissioners.
- c You can choose a children's annuity for one or more of the member's children.

This means if the member dies before their children, we will pay a children's annuity until:

- the child or children reach age 18 (or 21 if they are in full-time education); or
 - the child's death if this is earlier.
- d 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 percentage of up to 3% a year. This will depend on Revenue limits. The Revenue Commissioners may place restrictions on the amount of fixed percentage increases from time to time, when these go above increases in the Consumer Price Index.

All payments we make under this plan must be within the Revenue limits as described in the rules. Annuity payments are subject to income tax.

Approved retirement funds where the member is a proprietary director or where the member has paid AVCs into the occupational pension scheme

- 3.6 If the member is a proprietary director, they may, with your permission, take advantage of the following three options, as long as all Revenue and legislative requirements have been met.
- Tax-free lump sum
 - Approved minimum retirement fund
 - Approved retirement fund

Tax-free lump sum

The member can take a lump sum of up to 25% of the equivalent value of their maximum approvable pension benefits under the plan, subject to Revenue limits and overall

maximum limits for tax purposes as outlined in the TCA and summarised in Section 8.

If the member has paid additional voluntary contributions (AVCs) but is not a proprietary director, they are entitled to take advantage of the following options with the percentage of the accumulated fund at retirement that has built up from AVCs left after taking any tax-free lump sum.

Approved minimum retirement fund

We will transfer to an approved minimum retirement fund (AMRF) with a qualifying fund manager:

- the balance of the equivalent value of the member's maximum approvable pension benefits under the plan (after receiving the tax-free lump sum payment); or
 - €63,500;
- whichever is lower. Otherwise, it must be used to buy an annuity for the member.

This condition is on the basis that the member is not currently receiving a specified income of €12,700 each year, for life when they retire.

The member cannot cash in their AMRF in full until they reach age 75. Until then they can cash part of it in, but this is limited to the investment gains and income their AMRF fund has earned since the start of the plan. Under current Revenue rules, up until the age of 75, it is not possible to make any withdrawal if this withdrawal causes the fund value to fall below the original investment amount (which includes any future transfers from another AMRF into that AMRF plan). After age 75, this restriction does not apply.

The member cannot make withdrawals from their AMRF before they reach age 75 unless any of the conditions below apply.

- 1 If they are withdrawing any income or profits from their AMRF.
- 2 If they are transferring the proceeds of their AMRF to another qualifying fund manager.
- 3 If they use the proceeds of their AMRF to buy an annuity.

Any withdrawals are subject to income tax.

Approved retirement fund and taxed cash lump sum

After investing in an AMRF or an annuity, or if the member can show that they are currently receiving a specified income for life from other sources of €12,700 a year, they can use the rest (if any) of their accumulated fund equal to their maximum approvable retirement benefits under the plan in either of the following ways.

- a) They may take it as a lump sum. They will pay income tax on this lump sum in the year of assessment in which they receive it.
- b) They can invest the fund in an approved retirement fund (ARF).

Open-market option

- 3.7 You can also choose to buy the annuity from a life office other than us (Irish Life). The life office must be authorised to carry on life-assurance business in the Republic of Ireland. If you decide to do this, we will pay the member's accumulated fund, less any cash payment we have made to you on behalf of the member, to the other life office.

It is also possible to invest in an ARF or AMRF that is run by another qualifying fund manager. If the member and you decide to do this, we will pay the member's accumulated fund, less any cash payment we have made to you on behalf of the member, to the other qualifying fund manager.

Transfers

3.8 You can make a transfer payment, equal to the value of the member's pension benefits under this plan to:

- another scheme run by the member's current or future employer; or
- a personal retirement savings account (PRSA) subject to the restrictions of the Pensions Act and Taxes Consolidation Act.

Or, you can buy 'non-assignable' and 'non-commutable' benefits (this means the ownership of the benefits cannot be transferred) for the member and his or her dependants from a life-assurance company authorised to carry out business in Ireland. The transfer payment will be the value of the accumulated fund at the date the transfer takes place.

However, if you have chosen to invest in a property fund, we may delay any transfers for up to six months from the time we receive your request. The property funds currently available are the UK Property Fund and the Exempt Property Fund. Delayed transfer values will be based on the value of units at the end of the notice period. We need a notice period due to the high cost and time involved in selling properties. Once you have given us notice that you wish to make a transfer payment you cannot change your mind during any notice period.

When more customers are moving out of a fund containing property than making new investments in it, the value of the units in the fund may undergo a reduction to reflect some or all of the costs associated with buying and selling property. This reduction will be different for each fund containing 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.

Our plan can receive a transfer payment from another pension scheme, approved under Chapter 1 of Part 30 of the TCA or from a personal retirement savings account, approved under Chapter 2A of Part 30 of the TCA. We would treat this transfer payment like a single contribution.

Cashing in or assigning (transferring ownership of) the benefit

3.9 It is not possible for you to cash in or assign any of the benefits under this plan to anyone else except in the case of a pension adjustment order being granted by the Court.

Life cover

Paragraphs 3.10 to 3.20 will apply only if an amount of life cover is shown in the schedule or any endorsement.

- 3.10 Under the plan, we will cover the member's life for the amount of life cover (if any) shown in the schedule, or in any endorsement. If we have agreed to provide life cover under other terms and conditions, these will also be shown in the schedule, or added to the plan by an endorsement.

We take the charge for life cover (on the first day of each month) from the date from which we agree to provide cover. We will work out this charge taking account of the following.

- a) The amount of the life cover less the accumulated fund, if life cover is shown as 'inclusive' on the schedule.
or
The amount of life cover, if life cover is shown as 'exclusive' on the schedule.
- b) The member's age and sex.
- c) Our rates relating to expected deaths after considering any medical or occupational information, information related to hobbies or pastimes and information about the member's smoking habits. We may change these rates to reflect our actual experience.

- 3.11 We will take the charge for life cover every month by cancelling units from the unit account. We will cancel units from the funds in the same percentage as the latest fund split.

- 3.12 If at any time the accumulated fund is less than the life cover charge due, the plan will end and all benefits will stop.

- 3.13 You may send us written notice to do the following.

- a) Reduce the amount of life cover as long as the reduced amount is at least as great as the minimum we are prepared to accept.
- b) Increase the amount of life cover as long as the increased amount is no greater than the maximum we are prepared to accept. If you ask for an increase, you will have to provide proof of the state of health of the member. If we accept this, the increased amount of life cover will apply from the first day of the following month. We may need to increase the payment to maintain the amount of life cover that the member needs.

- 3.14 If the member dies within one year from the start date of the plan and he or she committed suicide or was executed by a penalty imposed by a court of law, we will not pay any life cover benefit over the value of the accumulated fund. If the member dies in this way within one year of us increasing the life cover under paragraph 3.13b, we will not pay the amount by which we increased the life cover over the value of the accumulated fund.

- 3.15 The member must provide any information and evidence we reasonably need to provide cover. We will act on this information and evidence and will not be responsible for any error or mistake the member or any person acting for them have made.

- 3.16 We will change the amount of life cover if we receive evidence of the member's age and this is different to the age given on the application form.

3.17 If the information provided in the application form and any related correspondence is not true and complete, or if relevant information has not been revealed, we may reject or adjust the claim. Information is relevant if it might reasonably be expected to influence the judgement of an insurer when fixing the payment or the level of benefits, or in deciding whether to provide cover at all.

3.18 When the member dies, we will pay any life cover to you, according to the terms of the plan as long as the plan is still in force.

a) If the life cover shown on the schedule is 'inclusive' of (includes) the accumulated fund, the amount we will pay on the member's death will be:

- the life cover; or
- the accumulated fund on the date of death; whichever is higher.

b) If the life cover shown on the schedule is 'exclusive' of (does not include) the accumulated fund, the amount we will pay on the member's death will be the value of the accumulated fund on the date of death, together with the life cover.

c) If no life cover is shown on the schedule, we will pay the value of the accumulated fund on the date of death.

All payments made under this plan must be within Revenue limits as described in the Rules.

The plan will end when the member dies and we pay out the benefits.

3.19 Life cover (either inclusive or exclusive - see paragraph 3.18 (a) and 3.18(b)) will end when we have used all the accumulated fund to

provide retirement benefits, no later than the normal retirement date.

3.20 If the member reduces the accumulated fund by taking retirement benefits, and the life cover (if any) is inclusive of the accumulated fund, we will reduce the life cover by the same amount as the reduction in the accumulated fund.

If the life cover is exclusive of the accumulated fund, the life cover will not change.

Contribution cover

3.21 Contribution cover will only apply if the regular payments are being made and 'Contribution Cover' is shown as a benefit on the schedule.

3.22 If the member becomes disabled, and as long as you have not stopped regular payments, we will continue to make the regular payments. However, read paragraphs 3.24 and 3.27.

3.23 The amount of regular payment we will pay while you are claiming contribution cover will be equal to the regular payment you were making 12 months before the date from which we agree to pay contribution cover. This means that if you increase your regular payments within the 12 months up to the date we agree to pay contribution cover, we will not include these increases in the amount of contribution cover we will pay.

We will pay contribution cover as often as you were making the regular payments before the disability.

3.24 We will not provide contribution cover benefit until we receive any information and evidence we may reasonably need of the state of health of the member. This may involve the member having a medical examination by a medical

officer we have appointed or approved. The member must pay any costs involved.

3.25 The member must tell us immediately if he or she changes occupation or moves to a country outside the European Union. We may cancel contribution cover if we believe the change in their circumstances would increase our liability.

3.26 We will only provide contribution cover for a disability which happens after the start date of the plan or the date at which the contribution cover was included in the plan, whichever is later.

3.27 We will not pay contribution cover in the following circumstances.

- a) For the first six calendar months of a period of disability, or before we receive written notice of the claim, whichever is later.
- b) If the disability is caused by any of the following.
 - War, riot, revolution, or any similar event.
 - Taking part in a criminal activity.
 - Strike.
 - Self-inflicted injury or illness or taking alcohol or drugs (other than under the direction of a qualified medical practitioner).
 - Failing to follow reasonable medical advice.
 - Pregnancy or childbirth unless the disability goes beyond a period of three calendar months after the end of pregnancy or childbirth. In this case, we will treat the disability as having started after the three calendar months.

- In our opinion, as a result of acquired immune deficiency syndrome (AIDS) or infection by any human immunodeficiency virus (HIV).
- As a result of taking part in abseiling, bobsleighbing, boxing, hang-gliding, scuba diving, horse racing, motor-car and motorcycle racing or sports, mountaineering, parachuting, potholing and caving, powerboat racing, rock climbing and flying other than as a fare-paying passenger on a regular public airline.

3.28 We will stop paying contribution cover on the earliest of the following dates.

- a) The date the member recovers and goes back to their own occupation or the date we believe they are healthy enough to go back to their own occupation.
- b) The anniversary of the start date of the plan on or following the life assured's 60th birthday.
- c) The date the member dies.
- d) The date the member moves to a country outside the European Union. We may pay contribution cover again if the member returns and lives in a country within the European Union. We must receive satisfactory evidence of the member's continued disability.
- e) The date we start paying the retirement benefits under this plan.

3.29 We will take the charge for contribution cover monthly, by cancelling units from the unit account. We will cancel units from the funds in the same percentage as the latest fund split.

Section 4

Funds and unit prices

This section explains how the investment funds work.

4.1 Introduction

This plan is unit-linked. Unit-linking is simply a way of working out the value of the plan on any date. You do not own the units. The plan will be linked to units in one or more of the funds in the panel of funds as defined in section 1. The maximum number of funds the plan may be linked to is 10.

If you have chosen to invest in a fund that invests in equities, the equities 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.

4.2 Working out unit prices

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

When more customers are moving out of a fund containing property than making new investments in it, the value of the units in the fund may undergo a reduction to reflect some or all of the costs associated with buying and

selling property. This reduction will be different for each fund containing 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.

The Exempt Cash Fund, Capital Protection Fund and the Secured Performance Fund guarantee that the prices of the units of the fund will never fall. There are restrictions placed on units in the Secured Performance Fund and the Capital Protection Fund. There are circumstances where this price guarantee will not apply. We describe these funds in more detail later on.

You can find exact details of how we work out fund prices in the resolutions and rules governing the funds. You can get a copy of these from our Chief Office.

4.3 Fund charges

Regular contribution charges.

We take certain charges on the amount of the accumulated fund that is built up from regular contributions and we summarise our current charges for each fund in the following table.

Panel of funds	Actual fund charge each year
Consensus Fund Series Q	1.65%
Global Opportunities Fund Series Q	1.75%
Active Managed Fund Series Q	1.75%
Pension Protection Fund Series Q	1.75%
Capital Protection Fund Series Q	2%
Exempt Property Fund Series Q	1.75%
Exempt Cash Fund Series Q	1.75%
Exempt Irish Equity Indexed Fund Series Q	1.65%
Exempt Japanese Equity Indexed Fund Series Q	1.65%
Exempt European Equity Indexed Fund Series Q	1.65%
Exempt Fixed Interest Indexed Fund Series Q	1.65%
Exempt North American Equity Indexed Fund Series Q	1.65%
Exempt Pacific Equity Indexed Fund Series Q	1.65%
Exempt UK Equity Indexed Fund Series Q	1.65%
Ethical Global Equity Fund Series Q	1.75%
Secured Performance Fund Series Q	2.15%
Indexed Global Equity Fund Series Q	1.65%
Fidelity Managed International Fund Series Q	2.25%
PIIM International Share Fund	2%
Bloxham's High Yield Fund N	2%
Bloxham's Contrarian Fund N	2%
Bloxham's Intrinsic Value Fund N	2%
Fidelity India China Fund Series Q	2.5%
Fidelity Portfolio Select Growth Fund Series Q	2.5%
Fidelity European Opportunities Fund Series Q	2.5%
UK Property Fund Series Q	
- Irish Life charge	1.75%
- External managers' average expected charge	0.375%
UK Property Fund Series Q - Total average expected charge	2.125%

We can only increase the rate of our fund charge on any fund in the panel of funds if our board of directors passes a resolution. We would need to increase the fund charge if, for example, the cost of dealing with those policies linked to the funds rose higher than expected. If we need to do this, we will notify you in advance.

Single contribution charges

We take different charges on the amount of the accumulated fund that is built up from single contributions. We have summarised our current charges for each fund in the following table. We take the underlying fund charge as shown below but then add back units to the accumulated fund each month to reduce the effect of the charge. The lower charges are shown in the column 'effective fund charge each year'.

Panel of funds	Actual fund charge each year	Effective fund charge each year
Consensus Fund Series Q	1.65%	0.9%
Global Opportunities Fund Series Q	1.75%	1%
Active Managed Fund Series Q	1.75%	1%
Pension Protection Fund Series Q	1.75%	1%
Capital Protection Fund Series Q	2%	1.25%
Exempt Property Fund Series Q	1.75%	1%
Exempt Cash Fund Series Q	1.75%	1%
Exempt Irish Equity Indexed Fund Series Q	1.65%	0.9%
Exempt Japanese Equity Indexed Fund Series Q	1.65%	0.9%
Exempt European Equity Indexed Fund Series Q	1.65%	0.9%
Exempt Fixed Interest Indexed Fund Series Q	1.65%	0.9%
Exempt North American Equity Indexed Fund Series Q	1.65%	0.9%
Exempt Pacific Equity Indexed Fund Series Q	1.65%	0.9%
Exempt UK Equity Indexed Fund Series Q	1.65%	0.9%
Ethical Global Equity Fund Series Q	1.75%	1%
Secured Performance Fund Series Q	2.15%	1.4%
Indexed Global Equity Fund Series Q	1.65%	0.9%
Fidelity Managed International Fund Series Q	2.25%	1.5%
PIIM International Share Fund	2%	1.25%
Bloxham's High Yield Fund N	2%	1.25%
Bloxham's Contrarian Fund N	2%	1.25%
Bloxham's Intrinsic Value Fund N	2%	1.25%
Fidelity India China Fund Series Q	2.5%	1.75%
Fidelity Portfolio Select Growth Fund Series Q	2.5%	1.75%
Fidelity European Opportunities Fund Series Q	2.5%	1.75%
UK Property Fund Series Q		
- Irish Life charge	1.75%	
- External managers' average expected charge	0.375%	
UK Property Fund Series Q - Total average expected charge	2.125%	1.375%

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

UK Property Fund

This section is only relevant if you are investing in the UK Property Fund.

The UK Property Fund is managed at an overall level by Irish Life. Within this fund, a part of the assets are managed by companies (external managers) other than Irish Life. There are charges taken from this fund by both Irish Life and these external fund managers.

The external managers' charges on the UK Property Fund can vary. The charges shown in the table above are the average charges we expect over the term of the plan. Please see the section 'External managers' charges on the UK Property Fund' below for more details on this variability.

Irish Life charges on the UK Property Fund

Each month, we make a charge of 1/12th of 1.75% of the part of your fund value invested in the UK Property Fund.

For property funds, we take off the costs of maintaining and valuing the properties and the costs of collecting rent before we take any charges.

External managers' charges on the UK Property Fund

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

- The first reason is the fact that the percentage of the fund that is managed by external managers will change over time. This split can

change in the future mainly due to the availability of property and also the amount of money coming into and out of the fund.

- The second reason is that the level of the charges applied by external fund managers can vary according to the fund manager we choose in the future. We may also pay the external property managers an incentive fee if they achieve better investment returns on the funds they manage than we expected.
- The third reason is that the property funds managed by external fund managers may borrow to increase the amount of property that the funds can invest in. Borrowing increases the chance of achieving improved returns if the properties perform well. However, it also increases the level of risk of the investment. The external managers' charges in relation to property investments are based on the total value of the properties held 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 properties held.

If the level of borrowing increases by more than the value of properties, the level of charges as a percentage of funds managed would increase. For example, a significant fall in property 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 property values means that the amounts borrowed would represent a higher percentage of the property value.

Equally, if the level of borrowing reduces by more than the value of properties, then the

level of charges as a percentage of funds managed would also reduce. For example, a significant rise in property 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 property values means that the amounts borrowed would represent a lower percentage of the property value.

Taking account of these three factors, we estimate that the expected average level of external managers' charges over the long term will 0.375% a year for the UK Property Fund. The actual level of the external managers' charges may be higher or lower than this depending on the factors outlined above. If the external fund managers' charges taken for the UK Property Fund did equal 0.375% of the overall fund value in a given year, this would bring the total charge for the UK Property Fund to 2.125% a year.

An incentive fee will also be paid to the external fund managers if they achieve superior investment returns on the funds they manage. For incentive fees to be paid, the investment returns would have to exceed a certain level each year (currently at least 8% a year). These fees would reduce the unit price.

4.4 Fund price guarantees

The prices of units in all funds, except the Secured Performance Fund, the Capital Protection Fund and the Exempt Cash Fund, will go up and down as the market value of the fund's assets change.

4.5 The Capital Protection Fund

Working out the unit price

The investment price of units in the Capital Protection Fund cannot fall. We also guarantee the growth each calendar year to equal at least a minimum rate we declare (up front) each year. We work out this minimum by taking account of the value of the assets of the Capital Protection Fund, the investment price of all the units of the fund and the expected future return on these assets.

The market value adjuster

We will reduce the value of the fund within the Capital Protection Fund by applying a market value adjuster if you choose to move the investment out of the Capital Protection Fund before the normal retirement date.

This is to:

- reflect any shortfall between the value of the assets in the fund and the investment price of all the units in the fund; and
- protect the investment fund of existing customers who have not yet retired.

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 investment price of units in the Capital Protection Fund multiplied by
- The market value adjuster.

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

We will not use the market value adjuster for units of the Capital Protection Fund if the member retires on their normal retirement date or if we cash units in to pay costs such as life cover charges, or when the member dies.

4.6 The Secured Performance Fund

Working out the unit price

The investment price of units in the Secured Performance Fund cannot fall. The investment price is also guaranteed to increase uniformly throughout the calendar year at a rate we declare at the beginning of each calendar year.

We will work out the rate of increase we declare by taking account of the value of the assets of the Secured Performance Fund, the investment price of all the units in the fund and the expected future return on these assets.

The market value adjuster

In certain circumstances we will reduce the value of the fund within the Secured Performance Fund using a market value adjuster. This is to reflect any shortfall

between the value of the assets in the fund and the investment price of all the units in the fund.

Using the market value adjuster

We will apply the market value adjuster to the value of units of the Secured Performance Fund if:

- a) you choose to take retirement benefits within ten years of entering the Secured Performance Fund; or
- b) you choose to take retirement benefits and you have not made ten years of regular payments into the fund; or
- c) you choose to transfer all or part of the accumulated fund to another retirement benefits scheme in line with section 3.8. We will not make an adjustment if the transfer arises from the member moving to a new employer.
- d) you choose to switch the investment out of the Secured Performance Fund into another of the funds; or

We then work out the value of the units in the Secured Performance Fund as follows.

- The number of units in the Secured Performance Fund multiplied by
- The investment price of units in the Secured Performance Fund multiplied by
- The market value adjuster.

We will not use the market value adjuster for units of the Secured Performance Fund if the member retires after regular payments have

been invested for at least ten years, the member dies or you cash in units to pay costs such as life cover charges.

Restrictions on investing in the Secured Performance Fund

We may refuse to invest large one-off payments or additional regular payments into this fund at any one time or delay all or part of the investment until a later date. This condition also applies for switches from other funds.

Also, if you stop or skip regular payments, we may refuse to allow you to invest in the Secured Performance Fund again in the future. We need these conditions to protect the interests of customers already invested in the fund.

4.7 Closure of Funds

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 at least one month's advance notice. You will have the option to switch your investment into any of the other funds open at that time.

4.8 Switching between funds - future payments

You may choose to change the funds into which we place units in this plan. We need one month's written notice to do this. We do not currently charge for this option (however, see sections 4.5 and 4.6 above). We may charge in the future to cover our administration costs.

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

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.

4.9 Switching between funds - accumulated funds

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

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

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

If units are being switched out of the Secured Performance Fund or the Capital Protection Fund, we take the value of units in the fund after using the market value adjuster as described in sections 4.5 and 4.6.

In certain circumstances, we may delay switches. These circumstances can include the following.

- If a large number of customers want to switch out of the same fund at the same time.
- If there are practical problems selling the assets in which the fund is invested.

We may delay switches to or from the UK Property Fund or the Exempt Property Fund (or any property fund we may add in the future) for up to six months from the time we receive your request. We need this notice period because of the high cost and time involved in selling properties.

When more customers are moving out of a fund containing property than making new investments in it, the value of the units in the fund may undergo a reduction to reflect some or all of the costs associated with buying and selling property. This reduction will be different for each fund containing 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.

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

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

4.10 Automatic switching between funds

Consensus Lifestyle is a service under which we initially invest all your fund in the Consensus Fund. When the member is five years from their normal retirement date, we then gradually switch 25% of the fund into the Capital Protection Fund and 75% into the Pension Protection Fund as you get nearer to retirement.

You can switch in and out of Consensus Lifestyle at any time but the normal switching rules will apply. There is no charge for any of the switches made within Consensus Lifestyle.

Switches will take place every month in the five years leading up to the member's chosen retirement date.

It is not possible to invest in any other fund than those listed above if the Consensus Lifestyle Service is chosen.

Section 5

Charges

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.

- 5.1 The investment payment will be the regular payment multiplied by an investment factor for the first year and an investment factor for other years (as shown on the schedule). The amount not invested is a charge.
- 5.2 While the plan is still in force and you continue to make payments, we may place extra units in it on the day immediately before the tenth plan anniversary and immediately before each fifth plan anniversary after that. The value of the extra units will equal 5% of the amount of the fund that has built up from regular payments. The loyalty bonus will not apply to the amount of the fund that has built up from single payments.
- 5.3 If you increase the regular payment at any time and this increase is not as a result of indexation, the investment factor for the increase may be different from the investment factor for the rest of your regular payment. We will tell you the new investment factor when you increase your payment.
- 5.4 If you choose indexation, the extra payment each year will be treated as a new payment and will receive the same investment allocation as your initial payment received in year one and year two onwards (see section 5.1). These rates are shown on your schedule. The amount not invested is a charge.
- 5.5 There is a fixed charge which will be €4.63 a month in 2008. We will increase this charge each year by the increase in the Consumer Price Index for the previous year or 5% whichever is higher.
- 5.6 We will take the charge for life cover, contribution cover and the plan fee by cancelling units from the unit account. We will cancel units from the unit account in the same percentage as the latest fund link for new regular payments we have been told about.
- 5.7 We won't increase the charges outlined in 5.6 above unless we need to because of an increase in the costs of dealing with the investment or if claims are higher than expected. If this happens, we will give you notice of the increase.
- 5.8 The investment factor for single payments (if this applies) will be shown on the schedule or endorsement. The investment factor for extra single payments will be those available at the time you make the extra single payment. We will invest the single payment in one or more funds you have chosen. This will depend on any restriction we may decide to use.
- 5.9 Each month, we take a charge of 1/12th of the fund charge outlined in section 4. This charge will depend on the fund link chosen.
- 5.10 You must pay a charge of €9.50 to the Pensions Board each year or any other amount which may apply according to section 25, Pensions Act 1990. We will pay the Pensions Board charge on

your behalf. We will take the amount of the charge from the accumulated fund by cancelling units. We will cancel units from the unit account in the same percentage as to the latest fund link for new regular payments we have been told about.

- 5.11 We invest part of the assets invested in the UK Property Fund in UK property companies, rather than by buying the properties directly. The fees associated with this will be reflected in the performance of the fund.

Section 6 Alterations

Any alteration which you are permitted to make by these terms and conditions will only be accepted and acted upon by Irish Life on your written authorisation.

Any discretion granted by the scheme rules to the member to direct you in any matter in relation to the scheme shall be a matter between you and the member and only you may instruct Irish Life under these terms and conditions.

All alterations must be in line with the Revenue Commissioners approval of the Scheme and associated plans and must have the agreement of Irish Life.

Irish Life does not accept responsibility for any losses incurred as a result of instructions received by you.

Section 7 Claims

This section deals with the procedure for making a claim under the plan and our requirements for assessing the claim.

- 7.1 Before we will pay or make the life cover or retirement benefits available we must receive the following.
- (a) A filled-in claim form.
 - (b) Proof of your entitlement to claim the proceeds of the plan. This would include keeping to these terms and conditions and the schedule.
 - (c) The terms and conditions booklet and the schedule.
 - (d) Confirmation of the member's salary and information relating to any other pension benefits.
 - (e) Also before we will pay the life cover we must receive proof of a valid death claim (including proof of death in the form of a death certificate and if not previously produced, a birth certificate).
- 7.2 To protect the member's entitlements, we may need other proof that the person claiming is entitled to the proceeds of the plan. This extra proof may include items such as a 'power of attorney' or a 'grant of probate' or 'letters of administration'.

- 7.3 We pay the benefits under this plan by referring to the member's date of birth. If we have an incorrect date of birth for the member, we will change the benefits to the correct level for the member's correct date of birth when we receive this.

Section 8

Tax and approval

Tax

- 8.1 We must pay benefits under this plan in line with current tax law. If tax laws or any other relevant laws change after the start date of this plan, we will pay benefits in line with these.
- 8.2 Under current tax legislation, the maximum pension fund allowed for tax purposes is €5,418,085 (as at April 2008) or, if higher, the value of the fund on 7 December 2005 (subject to certain Revenue notification requirements). The relevant maximum will apply to the aggregate value of all pension provisions held by the member. Any fund in excess of this amount will be liable to a once-off income tax charge at a 41 % tax rate (current rate as at April 2008) when it is drawn down on retirement. This limit will be adjusted annually in line with an earnings factor. The tax rate that applies may also change in the future.
- 8.3 The maximum tax-free lump sum that can be taken is subject to the following:

At the date the tax-free lump sum is due to be paid, if the aggregate of lump sums drawn down from all pension provisions relating to the member exceeds the lump sum limit (€1,354,521 as at April 2008) then the excess lump sum will be taxed at the member's marginal rate as income. This limit will be

adjusted annually in line with an earnings factor.

- 8.4 The UK Property Fund invests in UK property. Any UK rental profit from property not held directly by Irish Life, i.e. profit from UK property companies, is subject to tax at the rate of 20% (as at 6 April 2008) according to current United Kingdom tax law. UK tax incurred by Irish Life in respect of UK property will be deducted from the fund. Property held directly by Irish Life will not be subject to tax.

Approval

- 8.5 The Navigator for Company Pensions is linked to a retirement benefits scheme as defined by Chapter 1 of Part 30 of the TCA. It is approved by the Revenue Commissioners under Chapter 1 of Part 30 of the TCA. You cannot make changes to the plan without the approval of the Revenue Commissioners.
- 8.6 We do not have to accept additional payments under this scheme if the Navigator for Company Pensions is no longer treated by the Revenue Commissioners as an exempt approved scheme.
- 8.7 We will write and tell you about any changes made to the plan to keep it in line with the Revenue Commissioners' requirements and how (if at all) any benefits under the plan may be affected.

Section 9

Law

This plan will be governed by Irish Law and the Irish courts are the only courts which are entitled to hear any disputes.

These terms & conditions are based on current legislation which may be subject to change during the lifetime of the plan.