



Life Long Insurance

terms and conditions booklet

This product is provided by Irish Life Assurance plc.

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

Introduction

We have designed this plan to pay benefits if the life (or lives) assured dies.

This plan is provided by us (Irish Life Assurance plc) to you (the proposer or proposers named in the plan schedule).

The plan includes the plan schedule, this terms and conditions booklet, the application form, any related information, and any extra rules which our head office staff may add in writing.

We have issued this plan to you on the understanding that the information given in the application form and any related document 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 If this is not the case, we will be entitled to declare the plan void (no longer valid). If this happens:

- you will lose all your rights under the plan;
- we will not pay any claim; and
- we will not return any payments.

If we do decide to refund any payments made, we may take off any costs for associated medical evidence, administration or sales we have had to pay under the plan. If cover no longer applies for one life on a dual-cover or joint-cover plan, all cover will end under that plan for both lives.

Information is 'relevant' if it might influence our decision to provide cover or when deciding on the level of payments or benefits.

This plan is a protection plan only. You cannot cash it in at any time. In other words, you do not build up any savings under it. All cover under the plan will end when the life assured (or lives

assured) named in the plan schedule dies, unless it has ended before that for any of the reasons explained in these terms and conditions.

The benefits provided under this plan are shown in the plan schedule. If a benefit is not mentioned in the plan schedule, we do not provide that benefit.

If you are making a claim under this plan, please contact our head office at:

Irish Life Assurance plc.

Irish Life Centre

Lower Abbey Street

Dublin 1.

Or phone 01 704 2000.

We will pay claims only from the assets we hold to make payments due to customers. We will normally pay all benefits under this plan in the currency of Ireland..

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

In the event of extraordinary circumstances beyond our control including, without limitation, act of civil or military authority; sabotage; crime; terrorist attack; war or other government action; civil disturbance or riot; strike or other industrial dispute; an act of god; national emergency; epidemic; flood, earthquake, fire or other catastrophe, we may be 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 are not liable for any loss, damage or inconvenience caused.

More detailed information on all these matters is in the relevant sections of this Terms and Conditions booklet.

If you have asked, we have issued this policy under Section 72 Capital Acquisitions Tax (CAT) Consolidation Act 2003.

For this plan to maintain its Section 72 status it must keep to all relevant laws and Revenue rules for as long as it is in force.

Before making any changes to your plan you should check if the Section 72 status will be affected by the proposed change.

How does the plan work?

We will provide you with life cover for the rest of your life in return for regular payments to the plan. The amount of life cover and your regular payments are shown on your plan schedule.

Who receives the money we pay out?

We will normally pay any benefit due under the plan to the person who deals with your estate.

If you legally transfer (assign) the plan to someone else (for example, you pass it to a building society to be placed with your title deeds as security for your mortgage), we will pay that person. If the plan is written under trust, we will pay the trustee. The right to receive the plan's benefits may also pass to other people, such as your estate or personal representatives.

If there are two lives covered named on the plan schedule, when we pay any life cover benefit will depend on whether the policy

has been written on a dual-life, joint-life first-death or joint-life second-death basis. See section 4.2 for more details on this.

Writing to us

If you need to write to us about this investment, 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 plan documents (or a copy), we will return any payments you have made. We strongly recommend that you speak to your Financial Adviser before you cancel your plan.

Complaints

We will do our best to sort out any 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 Ombudsman. You can get more information from:

Financial Services Ombudsman

3rd Floor

Lincoln House Lincoln Place Dublin 2.

Lo-call: 1890 88 20 90

Fax: 01 6620890

Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Section-72 Plan

References to Section 72 CAT Consolidation Act 2003 includes any legal change to the act, or any addition or re-enactment. It also includes any order or regulation or condition made under the conditions of the named section.

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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.

Benefit

The benefit shown in the plan schedule under the heading 'your protection benefits'. In exceptional circumstances we may allow you to reduce your benefit amounts. If, at any stage during the term of your plan, we allow you to reduce your benefit amounts, your benefit amount will be lower than that shown on your schedule. We will send you a revised plan schedule showing your new benefit amounts at that time. If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, it is not possible to reduce your benefit amounts at any stage. Reducing your benefits could cause your plan to lose its eligibility for tax relief.

Day

A period of 24 hours in a row.

Expiry date of the life cover benefit

The date the plan ends or we stop providing life cover benefits.

Under this plan life cover will end when the life cover benefit amount shown on the plan schedule, plus any increase due to indexation (see section 5.1), has been paid unless the policy has been written on a dual-life basis. In this case, life cover will end when we have paid the life cover benefit amount twice, in other words, when each life named on the plan schedule dies. See section 4.2 for more details on when we will make the benefit payments.

Life cover will also end if you stop making regular payments to your plan.

Increase date

This is each anniversary of the start date shown in the plan schedule. On this day each year the benefits and payment will increase if you have chosen indexation (see section 5.1).

Life assured or lives assured

The person or people named in the plan schedule as the life or lives covered. The benefits of the plan depend on the lives of those people. Any references to 'you' in this booklet refer to the life assured.

Month

A calendar month.

Payment

Either:

- 'your total payment' as shown in the plan schedule under the heading 'your protection benefits'; or
- the amount we tell you when we reinstate cover under section 3.3 and 3.4; or
- a different amount (which we will tell you) if we or you make any amendment to your plan details.

Plan schedule

This is part of the contract. It sets out the specific details of the plan such as:

- the start date;
- the expiry date (of the life cover benefits);
- the life or lives covered;
- the benefits; and
- any special conditions that have been agreed with us.

Start date

The start date shown in the plan schedule. Cover will start on this date.

We, us

Irish Life Assurance Plc.

You

The person (or people) named as the proposer in the plan schedule, who is responsible for making the payments and is legally entitled to the plan benefits as long as they have not been assigned (passed) to someone else. We also assume that you are the life assured.

Basis of Cover

Section 2

This section explains the legal basis on which we give cover.

- 2.1** We have issued this plan to you on the understanding that the information given in the application form and any related document 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 your rights under the plan, we will not pay any claim and we will not return any payments. Information is 'relevant' if it might influence our decision to provide cover or when deciding on the level of payments or benefits.
- 2.2** If your cover ends but is reinstated under sections 3.3 or 3.4 below, we will reinstate it on the understanding that the information given in the evidence of health form and any related document 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 your rights under the plan, we will not pay any claim and we will not return any payments.
- If we do decide to refund any payments made under section 2.1 or section 2.2 above, we may take off any costs for medical evidence, administration or sales we have to pay under the plan. If we declare the cover void for one of the lives assured under a joint-life cover plan, all cover will end under that plan for both lives.

Making Payments

Section 3

This section explains your responsibilities to make payments and explains what happens if you fall behind with your payments.

- 3.1** Although each payment is due on the payment dates shown in the plan schedule, we give you 30 days to make the payment. If you make the payment every month, we give you 10 days to make the payment. (The time allowed is known as a 'period of grace'.) If you become entitled to a benefit during a period of grace, we will take from your benefit any payment that you have not made.
- 3.2** If you have not made a payment by the end of the period of grace, your cover under the plan will end immediately. A payment is not made until we have received it. It is up to you to make sure that we receive your payment. We are entitled to pass on to you any charge which we have to pay because all or part of your payment (for example, a direct debit) is not paid (dishonoured).
- 3.3** If your cover under the plan ends as described in section 3.2, you can restore your cover within 90 days from the date the first missed payment became due. You must make all the payments which would have been due if your cover had not ended. You will not be entitled to benefits for anything that happens between the end of the period of grace and the date we receive all missed payments.

3.4 If, between 90 days and 180 days after the first missed payment was due, you ask for cover to be restored, the life assured must fill in an evidence of health form and all the payments which would have been made if cover had not ended must be made. If the information on the evidence of health form shows that the health of the life assured is now different to that declared on the application form, we may refuse to restore cover or restore the cover:

- without any change;
- with an increased payment; or
- with new conditions.

If we decide to restore cover, we will ask you to start making payments again. You will not be entitled to benefits for anything that happens between:

- the end of the period of grace; and
- the date, following our agreement to restore cover, on which we receive all missed payments.

If we accept a payment (or part payment) which is no longer due, this does not mean that we are providing cover. We will return the amount we receive as soon as we discover the mistake.

If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, if the payment is not paid within the 'period of grace' this will cause the contract to lose its eligibility for Section-72 tax relief.

Your cover

Section 4

This section explains the benefits you can choose under the plan.

4.1 The benefit provided for a life assured under this plan is life cover only. This will be shown on the plan schedule. The plan schedule also shows the amount of cover.

Your plan may also have indexation (see section 5.1). Check your plan schedule to see if this benefit applies in your case.

All normal conditions for the plan (and any specific details in the sections explaining the benefits) apply to each benefit.

Accidental death benefit

This is an extra benefit we provide automatically. We will pay the death benefit (up to €150,000) if a life assured dies as a result of an accident between the time we receive the application (together with a filled-in direct debit) and:

- the day of the final underwriting decision if we are offering cover;
- the day of the underwriting decision if we are refusing to provide or postponing cover; or
- 30 days from the date we receive the application; whichever is earlier.

For this benefit, "accidental death" means death caused only and directly as a result of an accident caused by a violent, visible and external event and that is independent of any other cause.

There are the following restrictions:

- The benefit we pay will be the life sum assured or €150,000, whichever is lower.
- To qualify for this benefit, you must not be older than 64 when you apply for cover.
- Exclusions apply around the nature of the death. For example, we will not pay the benefit if the death is linked to suicide or a deliberate self-inflicted injury. For full details of exclusions, see section 6.3.

We will only pay one death benefit for any person under accidental death benefit no matter how many policies or applications you have with us.

Children's life cover

If cover has not ended, we will pay €6,000 for the funeral expenses of a child of a life assured (see definitions) if the child dies at least six months after the start date. However, the six-month restriction will not apply if the child dies as a result of an accident which happened after the start date. For this benefit, "accidental death" means death caused only and directly as a result of an accident caused by a violent, visible and external event and that is independent of any other cause. For each child we will only pay a total of €6,000. We will not pay this benefit from more than one plan, even if both of the child's parents are lives assured and even if the life (or lives) assured is covered by more than one plan that provides similar benefits.

Children's life cover does not apply if you have taken out this plan for the purposes of paying inheritance tax due when the life (or

lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003. This is because paying a children's life cover benefit would result in the plan losing its eligibility for Section-72 tax relief.

- 4.2** If we accept a claim for a life cover benefit and there is one life covered named on the plan schedule (single-life basis), we will pay the life cover shown on the plan schedule. We will also pay any increase due to indexation (see section 5.1) when the life covered dies.
- If there are two lives covered named on the plan schedule, the plan will have been sold on either a dual-life, joint-life first-death or joint-life second-death basis. The plan schedule will show the basis the plan has been provided under.
 - If the plan has been sold on a dual-life basis, we will pay the life cover shown for each life on the plan schedule (plus any increase due to indexation) when each of the lives assured die. The plan will not end until both lives assured have died and we have paid a death benefit on each death. When the first life assured dies, you must continue to make payments until the death of the second life.
 - If the plan has been sold on a joint-life first-death basis, we will pay the life cover shown on the plan schedule (plus any increase due to indexation) when the first of the lives assured dies. The plan will then end even though one life is still alive.
 - If the plan has been sold on a joint-life second-death basis, we will pay the life cover shown on the plan schedule (plus any increase due to indexation) when the second of the lives assured dies. After the first death of the two lives assured, you must continue to make payments, and we will not pay any benefit.

Check your plan schedule to see which basis your plan has been provided under.

- 4.3** If a life assured is diagnosed as having a terminal illness (as in section 4.4), we will pay the full benefit amount as shown on the plan schedule plus any increase due to indexation. If there are two lives assured named on the plan schedule, whether we pay the full benefit amount when one is diagnosed with a terminal illness will depend on the basis (dual-life, joint-life first-death and joint-life second-death bases) that the policy has been provided under.

We will only pay a terminal illness benefit once for each policyholder no matter how many policies they have with us.

If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, any payment of a terminal illness benefit will not be eligible for tax relief. Because of this it will not be exempt from inheritance tax. And, if we pay out a terminal illness benefit, the plan will lose its eligibility for relief from Inheritance Tax under Section 72.

- 4.4** A life assured is 'diagnosed as having a terminal illness' if a medical specialist certifies, and our chief medical officer accepts, that the life assured is suffering from an incurable disease which is getting worse and that it is highly likely that the life assured will die from that disease within 12 months.

- 4.5** All cover will end when one of the following happens (whichever is first).

- At the end of a period of grace, if all or part of a payment has still not been made.
- When we have paid the life cover benefit amount shown on the plan schedule plus any increase due to indexation (unless the policy has been provided on a dual-life basis in which case life cover will end when we have paid a life cover benefit amount twice, in other words, when each life assured named on the plan schedule dies). When cover for both people on a dual-life policy has ended, the plan ends.

Indexation and guaranteed insurability

Section 5

This section explains how, for an extra charge, you can get some protection against inflation and how you can increase your cover following certain life events without providing evidence of health.

- 5.1** This section applies if the plan schedule shows that indexation applies. This option works as follows:
- a) Before the first and second increase date (see definitions section), we will offer you the opportunity to increase the amount of your cover. The increase will apply from the increase date. The increase in cover will be 5% each year. The life assured does not need to give evidence of health for these increases.
 - b) Your payments will increase by 8% each year.
 - c) If you want to cancel an increase in cover, you must tell us in writing before the increase date. If you do not cancel an increase in cover, the increased payment will be due from the increase date.
 - d) If you do not cancel an increase in cover, we will offer you an increase in cover in the next two years. Each increase will apply from the increase date.

- e) If you cancel the increase two years in a row, no further increases other than those outlined in Section 5.2 will be allowed.

5.2 Guaranteed insurability is an option we offer on all **Life Long Insurance** plans and is a way of increasing your life cover without having to provide evidence of health.

If you decide to take advantage of this option, you can increase your life cover benefit by:

- 50% of the original benefit amount at the start date of your plan; or
 - € 100,000;
whichever is lower.
- You can take advantage of this option after any of the following life events:
- You get married or enter into a registered civil partnership;
 - The birth (or adoption) of a child.
 - An increase in CAT liability.
- You can find more information on CAT on www.revenue.ie
- There are certain exclusions which apply to this option which you should be aware of:
- This option will end on the 65th birthday of the relevant life assured (if the basis of cover is single life or dual life) and on the 65th birthday of the older life assured (if the basis of cover is either joint-life first-death or joint-life second-death).
 - You can only take advantage of this option twice.

- The plan or cover must not have already ended as a result of missed payments or a benefit event happening.
- We will offer you a new whole-of-life plan with a guaranteed payment, assuming we have this type of product available at that time. The cost of the new plan will be based on the terms which apply at that time.
- We will issue the new plan with a benefit equal to the amount of the increase under our normal terms which apply at the time you decide to take advantage of this option.
- Any special conditions which are attached to this plan will apply to the new plan (for example, if you are classed as a smoker on your existing plan, you will be classed as a smoker on the new plan).
- You must apply in writing before the expiry date of the benefit.
- This option will not apply to the new plan.
- If you have reduced your benefit amounts, the option will be based on your current or original benefits, whichever is lower.
- You must apply to take advantage of this option within three months of one of the events listed above happening.
- If your responsibility to pay more CAT is due to the removal of any tax exemption on existing assets being removed, we will not class this as a special event.

5.3 Optional reductions

If your plan has not ended, you may ask us to reduce your cover. However, for your plan to continue, the life assured must always have life cover of at least €1,000.

If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, it is not possible to reduce your benefit amounts at any stage. Please see section 8 for more details. If you reduce your sum assured, it could affect your eligibility for this tax relief.

If you choose to reduce your level of cover, we will review your payments. Payments must be at least €15 a month including the government levy (or another amount we may decide at that time).

Exclusions

Section 6

This section explains the circumstances in which we will not pay benefits.

- 6.1** If a life assured dies within a year of the start date as a result of their own deliberate act, or a penalty set down by a court of law, we will not pay you any benefit under the plan. But if you transferred the plan to someone else (except for a next of kin of the life assured) before the act which caused the death or for which the penalty was set, we will pay the benefit.
- 6.2** If, within a year of the start date, a life assured is diagnosed as having a terminal illness as a result of their own deliberate act, we will not pay you any benefit under the plan. But if you transferred the plan to someone else (except for a next of kin of the life assured) before the act which caused the terminal illness, we will pay the benefit.
- 6.3** We will not pay accidental death benefit in any of the following Circumstances:
- i. If the accidental death is caused directly or indirectly by war, riot, revolution or a similar event.
 - ii. If the accidental death is caused directly or indirectly by taking part in a criminal act.
 - iii. If the accidental death is caused by an assault on the life assured which is not reported to the police.
 - iv. If the accidental death is self-inflicted or caused directly or indirectly by the life assured taking alcohol or drugs.

- v. If the accidental death is as a result of suicide or deliberate self-inflicted injury causing death.
- vi. If the life assured failed to follow reasonable medical advice.
- vii. If the accidental death is caused by the life assured taking part in dangerous activities, including but not limited to the following:

Abseiling

Bobsleighing

Boxing

Flying, other than as a fare-paying passenger on a regular public airline

Hang gliding

Horseracing

Motor-car or motorcycle racing or sports

Mountaineering

Parachuting

Pot-holing or caving

Power-boat racing

Rock climbing

Scuba-diving

We will only pay the life cover benefit for a life assured who has been diagnosed as having a terminal illness if the life assured lives in one of the accepted countries. These are any member state of the European Union, Australia, Canada, New Zealand, Norway, South Africa, Switzerland and the USA.

We can refuse to accept medical evidence for life cover which is produced from any country other than from a recognised hospital in Ireland or the UK. You must write and tell us immediately if a life assured starts living in a country that is not an accepted country. We will then decide whether cover will continue and on what basis.

Claims

Section 7

This section explains how to make a claim and how we will assess your claim.

- 7.1** We have worked out your benefit on the basis that the date of birth of the life assured is as shown on the application form. When a claim is made, we will ask for proof of the date of birth. If the date of birth on the application form is not correct, we will work out the benefits in line with the correct date of birth.
- 7.2** We will not consider any claim until we have received the following:
- A properly filled-in claim form.
 - Proof that you are entitled to claim the benefits. This could include proof that you have followed these terms and conditions and any special conditions contained in the plan schedule. After you die, we will ask the person making the claim for a grant of probate or letters of administration.
 - Proof (in the form of a birth certificate) of the age of the life assured.
 - The original plan documents. If they are not available, whoever makes the claim must accept legal responsibility if it turns out that someone else is entitled to the benefit.

Proof of death (in the form of a death certificate), or any other proof we reasonably need.

If you are claiming for the death of a life assured or the funeral expenses of a child of the life assured, we are entitled to ask for proof of death (in the form of a death certificate), and any other proof we reasonably need.

If you are claiming life cover benefit for a terminal illness, you must tell us, in writing, about the surgery, diagnosis or admission to hospital within six months of the day on which it happens. If you do not, we may refuse to pay the benefit. You must provide and pay for any certificates, tests, information or evidence which we reasonably need to prove your claim. The life assured must agree to any medical examinations and tests that are needed to prove your claim. If they die, we may ask for a post-mortem examination. If you fail or the life assured fails to meet these requirements within a reasonable time, or if the life assured fails to follow the advice of a registered medical practitioner, we will not pay the benefits. We may also adjust the life cover benefits for the death of the life assured, or end the plan altogether.

If any of the information we have been given is not correct, true or complete, we will not pay the benefits claimed and may also change the other benefits under the plan, or end the plan altogether.

Tax

Section 8

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

- 8.1** Under current Irish law (December 2012), tax does not have to be taken from life cover benefits.

If the plan is owned by a company or payments are made by anyone other than the legal owner of the plan, for example from a company or business account, tax may be due. In these circumstances, we recommend that you contact a financial advisor.

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

- 8.2** If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, your dependants will not pay inheritance tax on the benefit if the proceeds are used to pay inheritance tax in certain circumstances. If any of the benefit is not used to pay allowable inheritance tax, your dependants may have to pay inheritance tax on that amount of the death benefit. There is no inheritance tax due on an inheritance between a married couple or registered civil

partners.

The exemption from inheritance tax outlined above will only apply if the plan continues to qualify as a Section-72 plan. If you change the plan in any way, it could lose its Section-72 status. Events which may cause the plan to lose its Section-72 status would include choosing to stop making payments.

If your plan loses its Section-72 status, it will not be possible to get Section-72 status back in the future.

If your plan does not have Section-72 approval at the start of your policy, you cannot get it at a later date.

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

Other information

Section 9

This section provides other information you need to know.

- 9.1 This plan does not have any cash-in value.
- 9.2 This plan is governed by the law of Ireland, and the Irish courts are the only courts which are entitled to hear any dispute.
- 9.3 If you assign (transfer) the plan to someone else, the person you assign it to must write and tell us at:

Irish Life Assurance plc.

Irish Life Centre

Lower Abbey Street

Dublin 1.



From sustainably managed forests -
For more info: www.pefc.org



Contact us

Phone: 01 704 2000

Fax: 01 704 1900

Website: www.irishlife.ie

Email: customerservice@irishlife.ie

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

Form: WHOLSAA/WHOLDAA/WHOL1AA/WHOL2AA/IN2XSAA/IN2XLAA

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

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

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

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