

# Pension Term Assurance Plan

CLOAS

for Company Pensions

Form: PTACSAA

TC 1008 (NPI 04/04)

## Terms and conditions booklet



This is the terms and conditions booklet for your Pension Term Assurance Plan for Company Pensions. Please keep it safe in your welcome pack, as you will need it in the future.

## **Introduction**

We have designed this plan to provide benefits for the member's dependants if the member dies in the service of the employer.

This plan is provided by us (Irish Life Assurance plc) to you (the trustee).

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

This plan is a protection plan only - it cannot be cashed in. Even if a claim has not been made by the time the period of cover ends, we will not return your payments. All cover under the plan will end on the 'expiry date' shown in the schedule, 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 schedule. If we do not mention a benefit in the 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.

We will pay claims only from the assets we hold to make payments due to customers.

In legal disputes Irish law will apply.

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

## **How does the plan work?**

You make payments to us in the amounts and on the dates described in the schedule in return for the specific benefits which we describe in the schedule. We describe the benefits in greater detail later on in these terms and conditions

## **Who receives the money we pay out?**

If the member dies, we will pay the death benefit to you and you may pass it on to the member's beneficiaries or buy an annuity for them as set out in the rules.

## **Transferring the plan**

You cannot transfer the plan to anyone else in any circumstances.

## Writing to us

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

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

## Cooling-off period

If, after taking out this plan, you feel it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 15 days from the date we send you your plan (or a copy), we will return any payments you have made. We strongly recommend that you consult your broker or Irish Life advisers before you cancel your 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 in the first instance. 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 on request. More information is available 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](mailto:info@pensionsombudsman.ie)  
Web: [www.pensionsombudsman.ie](http://www.pensionsombudsman.ie)

You must then issue a decision on the matter to the member. 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.

It may be that you are not certain whether the member's complaint is one that the Pensions Ombudsman can investigate. The member may get in touch with that Office at the address above or Irish Life at Lower Abbey Street, Dublin 1. If it is one for the Regulators, such as the Pensions Board or the Irish Financial Services Regulatory Authority, the member will be advised on where to bring it.

# Contents

## Section 1

### **Definitions**

This section defines some of the important words used in this plan.

## Section 2

### **Basis of cover**

This section explains the legal basis on which cover is given and also the basis on which approval for the plan is granted.

## Section 3

### **Approval**

This section describes the law under which this plan is written.

## Section 4

### **Making payments**

This section states the obligations in making payments and explains what happens if payments fall behind.

## Section 5

### **Cover**

This section explains the benefits which we provide.

## Section 6

### **Inflation protection and guaranteed life cover again**

This section explains how, for an extra charge, you can get some protection against inflation and have the right to renew the life cover.

## Section 7

### **Exclusions**

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

## Section 8

### **Claims**

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

## Section 9

### **Tax**

This section explains what will happen if there is any change in tax law.

## Section 10

### **Other information**

This section provides other information you need to know.

# Section 1

## Definitions

### **Benefit**

The benefit shown in the schedule under the heading 'your benefits'.

### **Dependant**

The member's husband or 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.

### **Employer**

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

### **Expiry date**

The expiry date shown in the schedule. Cover will end on this date unless it has ended earlier.

### **Increase date**

This is each anniversary of the start date shown in the schedule. On this day each year the benefits and payments will increase if you have chosen inflation protection (see section 6.1).

### **Member**

The person named in the schedule as the life covered. The plan benefits depend on the life of that person.

### **Month**

A calendar month.

### **Payment**

Either:

- 'total payment' as shown in the schedule under the heading 'payment details' ; or
- the amount we tell you when we reinstate cover under section 4.4.

### **Schedule**

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

- the start date;
- the expiry date;
- the life covered;
- the benefits; and
- any special conditions that have been agreed with us.

### **Start date**

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

### **We, us**

Irish Life Assurance Plc.

### **You**

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

## Section 2

### Basis of cover

- 2.1 We have agreed to cover the member on the understanding that the information they gave 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, all rights for the member under the plan will be lost, we will not pay any claim and we will not return any payments. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the level of payments or benefits or when deciding whether to provide cover at all.
- 2.2 If cover for a member ends but we reinstate it as described in section 4.4 we will do so on the understanding that the information given by the member in the evidence of health form and any related document is true and complete and that we have received all relevant information.
- 2.3 If this is not the case, we will be entitled to declare the plan void. If this happens, all rights for the member under the plan will be lost, we will not pay any claim and we will not return any payments. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the level of payments or benefits; when deciding whether to reinstate cover at all; or when deciding whether to attach conditions.

## Section 3

### Approval

- 3.1 This plan is an exempt scheme approved by the Revenue Commissioners under Chapter 1 of Part 30 of the Taxes Consolidation Act 1997. We cannot change the structure of the plan without the approval of the Revenue Commissioners.

We do not have to accept further payments under the plan if the Revenue Commissioners no longer approve this plan.

# Section 4

## Making payments

- 4.1 Although each payment is due on the payment dates shown in the 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 we are due to pay a benefit during a period of grace, we will take from the benefit any payment which you have not made.
- 4.2 If you have not made the payment by the end of the period of grace, all cover under the plan will end immediately. We do not treat a payment as being made until we have received it. It is up to you to make sure that we receive the payment. We are entitled to charge you any amount that we have to pay because we cannot collect all or part of your payment (for example, a direct debit is not paid because there is not enough money in your account).
- 4.3 If cover under the plan ends as described in section 4.2, you can reinstate it within 60 days from the date the first missed payment became due. You must make all the payments that would have been due if the member's 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.

4.4 If, within 180 days of the first missed payment being due, you want to reinstate the cover, the member must fill in an evidence of the member's health form and you must make all the payments which would have been made if cover had not ended. If the information on the evidence of health form shows that the member's health is now different to that declared on the application form, we may refuse to restore cover. Or, we may resume the cover:

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

If we decide to reinstate cover, we will ask you to start making payments again.

We will not pay benefits for anything that happens between:

- the end of the period of grace; and
- the date, following our agreement to reinstate 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.

# Section 5

## Cover

5.1 This plan only pays a benefit when the member dies. The schedule shows the amount of life cover that we would pay.

The plan may also have inflation protection (see section 6.1) or guaranteed life cover again (see section 6.2). Check the schedule to see if these apply to this plan.

5.2 If we accept a claim for a death benefit, we will pay the amount of benefit set out in the schedule plus the amount (if any) by which it has been increased under inflation protection (if the plan has inflation protection).

We will use this life cover benefit to provide benefits as you decide. However, the following conditions from the Revenue Commissioners apply.

- Any cash payment we make under the plan which, when combined with any other benefits for the member's death under any retirement benefit scheme or contract approved under Chapter 2 of Part 30 of the Taxes Consolidation Act 1997 relating to earlier employment, must not be more than:
- €6,350; or
- four times the member's final salary package;

whichever is greater; and

- the total of all employee contributions paid into the plan which have built up at a rate of interest no higher than the rate allowed by the Revenue Commissioners.

Any annuity we pay to any of the member's dependants must not be so large that it causes the plan to stop being recognised as an 'exempt-approved scheme' as described in section 3.

5.3 All cover will end:

- at the end of a period of grace, if you have not made all or part of a payment;
- on the expiry date; or
- when the member dies.



# Section 6

## Inflation protection and guaranteed life cover again

6.1 This section applies if the schedule shows that inflation protection applies. This option works as follows.

- Before the first and second increase date (see definitions section), we will offer you the opportunity to increase the amount of cover. The increase will apply from the increase date. The increase in cover will be 5% each year. The member does not need to give evidence of health for these increases.
- Your payments will increase by 8% each year.
- 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, you will have to pay the increased payment from the increase date.
- If you do not cancel an increase in cover, we will offer an increase in cover in the next two years. Each increase will apply from the increase date.
- If you cancel the increase two years in a row, we will not offer any further increases. You should remember this, as there is no other way of increasing the cover under the plan.

6.2 If the schedule shows that guaranteed life cover again applies, you can change the plan into another life plan without having to provide evidence of the member's health. You must change the plan over before the end date. The following conditions apply.

- The plan or cover must not have already ended as a result of missed payments or us paying a benefit.
- The new life plan can be for a fixed term or for the whole of the life of the member.
- The level of life cover under the new life plan for a member cannot be greater than the level of cover under this plan on the date we change the plan over.
- We will issue the new life plan under our normal terms that apply at the time we change this plan over.
- Any special conditions that attach to this plan will apply to the new plan.
- You must apply in writing before the expiry date.
- You cannot get guaranteed life cover again under the new life plan.
- When we have changed the plan over, all cover under it will end.

# Section 7

## Exclusions

7.1 If the member dies die within a year of the start date as a result of their own deliberate act, or if, within the first year, the member is executed as the result of a penalty imposed by a court of law, we will not pay you any benefit under the plan.

# Section 8

## Claims

8.1 We have worked out the benefits on the basis that the member's date of birth is correct as shown on the application form. When you make a claim, 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 again in line with the correct date of birth.

8.2 We will not consider any claim until we have received the following.

- A properly filled-in claim form.
- Proof of entitlement to the benefits. This could include proof that the member has followed these terms and conditions and any special conditions contained in the plan schedule.
- Proof (in the form of a birth certificate) of the member's age.
- 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.
- The member's death certificate.

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.

# Section 9

## Tax

- 9.1 We will manage this plan at all times 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.

# Section 10

## Other information

10.1 This plan does not have any cash-in value.

10.2 This plan is governed by the law of Ireland, and the Irish courts are the only courts which are entitled to hear any dispute.

10.3 If it has not already ended, the plan and all cover under it will end on the date the member reaches age 70, unless the Revenue Commissioners agree otherwise.