



**Irish Life**

# AIB Portfolio Advance

*terms and conditions booklet*

**This product is provided by Irish Life Assurance plc.**

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

## Introduction

We (Irish Life Assurance plc) are providing this investment for you (the investor or investors named in the investment schedule) based on the application form you signed.

Our contract with you for this investment is made up of:

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

We pay benefits in return for the money you paid us - the amount you paid is shown on your schedule. We will normally pay all benefits from this investment in the currency of Ireland.

We will pay out money only from the assets that we hold to make payments to customers.

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

In the event of circumstances beyond our control including, without limitation, act of civil or military authority; sabotage; crime; terrorist attack; war or other government action; civil disturbance or riot; strike or other industrial dispute; an act of god; national emergency; epidemic; flood, earthquake, fire or other catastrophe; we may be directly or indirectly prevented from fulfilling our obligations under or pursuant to this plan or

from doing so in a timely manner. If this happens, we will not be liable for any loss, damage or inconvenience caused.

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

## Who receives the money we pay out?

We will normally pay any benefits due under the investment to you. There are a number of cases when the person we pay will be different from the AIB Portfolio Advance owner. For example, we may pay:

- the owner (or owners);
- the trustees;
- executors or administrators; or
- assignees;

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

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

## Writing to us

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

AIB Service Team

Irish Life  
Lower Abbey Street  
Dublin 1.

### **Cooling-off period**

If, after taking out this investment, you feel that it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days from the date we send you your welcome pack (or a copy), we will refund your payment, subject to taking off any losses that may have been incurred as a result of falls in the value of assets relating to the investment for the period that it was in force. We strongly recommend that you consult your AIB Financial Adviser before you cancel your investment.

### **Can the plan be cancelled or amended by the insurer?**

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

### **Complaints**

We will do our best to sort out complaints fairly and quickly through our internal complaints procedure. If you are not satisfied after complaining to us, you can take your complaint to the Financial Services 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](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

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# Definitions

## Section 1

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

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

### **Allocation amount**

This is your investment amount multiplied by the allocation percentage shown in the schedule.

### **Fund**

Any of the **AIB Portfolio Advance** funds.

### **Fund value**

At any date this is the value explained in section 2.

### **Investment Factor**

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

## Panel of Funds

Auto-Start Cash Fund  
Active Managed Fund Series C  
Consensus Cautious Fund Series C  
Consensus Equity Fund Series C  
Consensus Fund Series C  
Core Fund Series C  
Davy Conservative Income and Growth Fund Series C  
Davy Global Alpha Fund Series C  
Davy High Yield Fund Series C  
Davy Global Brands Fund Series C  
Davy Logic Fund Series C  
Diversified Balanced Fund Series C  
Diversified Cautious Fund Series C  
Diversified Growth Fund Series C  
Dynamic Global Equity Fund Series C  
Fidelity China Fund Series C  
Fidelity EMEA Fund Series C  
Fidelity European Opportunities Fund Series C  
Fidelity Global Inflation Linked Fund Series C  
Fidelity Global Property Shares Fund Series C  
Fidelity Global Real Asset Securities Fund Series C  
Fidelity Global Special Situations Fund Series C  
Fidelity India China Fund Series C  
Fidelity India Fund Series C  
Fidelity Managed International Fund Series C  
Fidelity Multi-Asset Strategic Defensive Fund Series C  
Global Cash Fund Series C  
Global Opportunities Fund Series C

Global Select Fund Series C  
Global Consensus Fund Series C  
Indexed Banks Fund Series C  
Indexed Commodities Fund Series C  
Indexed Emerging Markets Equity Fund Series C  
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Indexed Euro Corporate Bond Fund Series C  
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Indexed European Gilts Fund Series C  
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Indexed Euro Short Dated Bonds Fund Series C  
Indexed Inflation Linked Bond Fund Series C  
Indexed Irish Equity Fund Series C  
Indexed Japanese Equity Fund Series C  
Indexed North American Equity Fund Series C  
Indexed Pacific Equity Fund Series C  
Indexed Technology Fund Series C  
Indexed UK Equity Fund Series C  
Indexed World Equities Fund Series C  
Infrastructure Equities Fund Series C  
Irish Property Fund Series C  
Multi Asset Portfolio 2 Series C  
Multi Asset Portfolio 3 Series C  
Multi Asset Portfolio 4 Series C  
Multi Asset Portfolio 5 Series C  
Multi Asset Portfolio 6 Series C  
Property Portfolio Fund Series C  
Protected Consensus Markets Fund Series C  
Setanta Balanced Dividend Fund Series C  
Setanta Equity Dividend Fund Series C

Setanta Global Equity Fund Series C  
Setanta Global Focus Fund Series C  
Setanta Income Opportunities Fund Series C  
Setanta Managed Fund Series C  
Strategic Asset Return Fund Series C  
UK Property Fund Series C

\*Entry into these funds is restricted.

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

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

### **Life or lives covered**

The person (or people) named on the investment schedule as the investors on whose death we will pay the death benefit. For joint life investments, we pay the death benefit when the second life covered dies.



### **Start date**

The date when we invest your money. This date is shown on your investment schedule. If you make extra investments, they will have different start dates.

### **Unit**

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

### **Unit price**

The value of a unit of a fund, which we use to work out the value of the plan for each fund. This is the price we use when buying and selling units in the fund. The unit price on any given date is the price which we have set for that date. This will go down as well as up depending on how the assets in the fund perform.

### **We, us, our**

Irish Life Assurance plc.

### **You, your**

The person legally entitled to receive the benefits from the investment. This will normally be the **AIB Portfolio Advance** owner (or owners) named on the investment schedule. However, in certain circumstances this may be, for example, an 'assignee' if the

investment has been used as security for a loan. (An assignee is someone who an interest in this investment has been transferred to.)

# Unit-linking

## Section 2

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

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

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

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

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

The value of a unit (known as the unit price) will go down as well as up over time, depending on how the assets in the fund perform. We work out the 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.

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

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

- the number of units we have placed in your investment from each fund;
- multiplied by
- the price for units of that fund on that date; and
- added together for each of the funds in your investment.

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

### **Delay Periods**

In certain circumstances, we may need to delay new investments. This may be because there are a large number of customers wishing to invest in their fund at the same time, or if there are practical problems buying the assets within the fund or for an externally managed fund or if an external manager who is responsible for the investment of any part of the fund imposes such a delay.

Due to the high cost and time involved in buying properties, a delay of this sort is most likely to happen if you are investing in a property fund (or a fund with a high proportion of property or property related assets). The length of any delay will depend on how long it takes us to buy the assets in the fund. A significant delay would be likely to apply in this situation.

When there are more customers moving out of a fund than making new investments in it or when there are more customers making new investments than moving out of a fund, we may reduce the value of the units in the fund to reflect the percentage of the costs associated with buying and selling the assets of the

fund. The reduction in the value of the affected assets will be different for each fund and is likely to be most significant for the proportion of any fund invested in property. The reduction for any part of the fund invested with external fund managers may happen at a different time to the reduction for the rest of the fund.

If we delay a new investment, it will be based on the unit price at the end of the period.

## Funds and Unit Prices

### Section 3

*This section explains how the investment funds work.*

#### Fund charges

Each month we make a charge of one twelfth of the yearly fund charge for each of your chosen funds. We take this charge from the unit price in your fund(s) evenly over the month. This charge goes towards the costs of:

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

The yearly fund charges on the **AIB Portfolio Advance** funds are as follows:

Panel of funds	Standard Charge	Estimated average level of variable charge	Total estimated fund charge each year
Active Managed Fund Series C	1.00%	0.00%	1.00%
Auto-Start Cash Fund	1.00%	0.00%	1.00%

Consensus Cautious Fund Series C	1.00%	0.00%	1.00%
Consensus Equity Fund Series C	1.00%	0.00%	1.00%
Consensus Fund Series C	1.00%	0.00%	1.00%
Core Fund Series C	1.00%	0.20%	1.20%
Davy Conservative Income and Growth Fund Series C	1.25%	0.00%	1.25%
Davy Global Alpha Fund Series C	0.50%	1.50%	2.00%
Davy Global Brands Fund Series C	1.25%	0.00%	1.25%
Davy High Yield Fund Series C	1.25%	0.00%	1.25%
Davy Logic Fund Series C	0.00%	1.45%	1.45%
Diversified Balanced Fund Series C	1.00%	0.40%	1.40%
Diversified Cautious Fund Series C	1.00%	0.40%	1.40%
Diversified Growth Fund Series C	1.00%	0.40%	1.40%
Dynamic Global Equity Fund Series C	1.00%	0.00%	1.00%
Fidelity China Fund Series C	1.00%	1.15%	2.15%

Fidelity EMEA Fund Series C	1.00%	1.15%	2.15%
Fidelity European Opportunities Fund Series C	1.00%	0.95%	1.95%
Fidelity Global Inflation Linked Fund Series C	1.00%	0.60%	1.60%
Fidelity Global Property Shares Fund Series C	1.00%	1.15%	2.15%
Fidelity Global Real Asset Securities Fund Series C	1.00%	1.10%	2.10%
Fidelity Global Special Situations Fund Series C	1.00%	0.95%	1.95%
Fidelity India China Fund Series C	1.00%	1.15%	2.15%
Fidelity India Fund Series C	1.00%	1.15%	2.15%
Fidelity Managed International Fund Series C	1.00%	0.95%	1.95%
Fidelity Multi-Asset Strategic Defensive Fund Series C	1.00%	0.90%	1.90%
Global Cash Fund Series C	1.00%	0.00%	1.00%

Global Consensus Fund Series C	1.00%	0.00%	1.00%
Global Opportunities Fund Series C	1.00%	0.00%	1.00%
Global Select Fund Series C	1.00%	0.00%	1.00%
Indexed Banks Fund Series C	1.00%	0.00%	1.00%
Indexed Commodities Fund Series C	0.80%	0.50%	1.30%
Indexed Emerging Markets Equity Fund Series C	1.00%	0.00%	1.00%
Indexed Ethical Global Equity Fund Series C	1.00%	0.00%	1.00%
Indexed Euro Corporate Bond Fund Series C	1.00%	0.00%	1.00%
Indexed Euro Short Dated Bond Fund Series C	1.00%	0.00%	1.00%
Indexed European Equity Fund Series C	1.00%	0.00%	1.00%
Indexed European Gilts Fund Series C	1.00%	0.00%	1.00%
Indexed European Property Shares Fund Series C	1.00%	0.00%	1.00%

Indexed Inflation Linked Bond Fund Series C	1.00%	0.00%	1.00%
Indexed Irish Equity Fund Series C	1.00%	0.00%	1.00%
Indexed Japanese Equity Fund Series C	1.00%	0.00%	1.00%
Indexed North American Equity Fund Series C	1.00%	0.00%	1.00%
Indexed Pacific Equity Fund Series C	1.00%	0.00%	1.00%
Indexed Technology Fund Series C	1.00%	0.00%	1.00%
Indexed UK Equity Fund Series C	1.00%	0.00%	1.00%
Indexed World Equities Fund Series C	1.00%	0.00%	1.00%
Infrastructure Equities Fund Series C	1.00%	0.60%	1.60%
Irish Property Fund Series C	1.25%	0.00%	1.25%
Multi Asset Portfolio 2 Series C	1.00%	0.15%	1.15%
Multi Asset Portfolio 3 Series C	1.00%	0.15%	1.15%
Multi Asset Portfolio 4 Series C	1.00%	0.15%	1.15%

Multi Asset Portfolio 5 Series C	1.00%	0.15%	1.15%
Multi Asset Portfolio 6 Series C	1.00%	0.05%	1.05%
Property Portfolio Fund Series C	0.80%	1.10%	1.90%
Protected Consensus Markets Fund Series C	1.60%	0.00%	1.60%
Setanta Balanced Dividend Fund Series C	1.00%	0.00%	1.00%
Setanta Equity Dividend Fund Series C	1.00%	0.00%	1.00%
Setanta Global Equity Fund Series C	1.00%	0.00%	1.00%
Setanta Global Focus Fund Series C	1.00%	0.00%	1.00%
Setanta Income Opportunities Fund Series C	1.00%	0.00%	1.00%
Setanta Managed Fund Series C	1.00%	0.00%	1.00%
Strategic Asset Return Fund Series C	0.95%	0.55%	1.50%
UK Property Fund Series C	1.25%	0.38%	1.63%

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

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

The yearly fund charges outlined in the tables above will reduce by 0.1% five years after the start date, and fall by a further 0.1% 10 years after the start date. This means that you may have different levels of fund charge on different parts of your fund value if you have made extra investments at later dates. We allow for this reduction in charges by adding extra units to your investment each month.

These reductions in fund charges do not apply to any variable charges but will apply to Irish Life's annual fund charges only.

### **3.1 Variable Charges**

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

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

### **Funds with variable charges**

Funds are administered at an overall level by Irish Life. For some funds, a part or all of the assets are managed by companies (external managers) other than Irish Life.

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

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

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

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

Taking account of these factors, we estimate that the estimated average level of charges on the funds will be split as on the previous table. The actual level of the estimated fund manager variable charge, and therefore the total expected charge, may be higher or lower than this depending on the factors outlined above.

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

### **3.2 Additional points to note**

#### **Increase in charges**

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

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

#### **Funds containing property**

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

#### **Currency**

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

#### **Securities lending**

If you have chosen to invest in a fund that invests in equities or bonds, the equities or bonds within that fund may be used for the purpose of securities lending in order to earn an additional return for the fund. While securities lending increases the level of risk within a

fund it provides an opportunity to increase the investment return. Where an external manager engages in securities lending, they may keep some or all of the revenue from this activity for themselves.

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

#### **Auto-start**

When you take out your plan, you may choose the Auto-start service. If you do so, we will initially invest 90% of your investment in the auto-start Cash Fund and 10% in your chosen fund(s). Over each of the next ten months we will switch 10% of your investment out of the auto-start Cash Fund and into your chosen fund(s). After ten months all of your investment will be invested in your chosen fund(s).

The yearly fund charge on the auto-start Cash Fund is 1.0%.

#### **Incentive fees**

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

- If the investment returns exceed a certain level in any calendar quarter.



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

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

### **Counterparty Risk**

We are not liable for any loss incurred by any of the investments in the funds available under this plan. The value of these investments may also be affected if any of the institutions with whom we place money, or with whom our external managers place money, suffers insolvency or other financial difficulty. Where a fund is managed by an external fund manager, the value of your units will reflect the value of the assets recovered from that manager. Irish Life will not use any of our assets to make up any shortfall.

### **External Funds**

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

of an external provider. Our commitment is restricted to the returns we actually receive from the external manager.

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

# Charges

## Section 4

*This section describes the charges under the plan.*

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

### **4.1 Entry charge on your single payment**

For your single payment the amount invested will be the single payment multiplied by an investment factor.

These factors are shown on your schedule which is included in your Welcome Pack. The amount not invested is a charge.

### **4.2 Entry charge on future single payments**

If you choose to make an extra single payment at any time, the investment factor for the extra single payment may be different from the investment factor applying to your initial single payment. The amount invested at that date will be your extra single payment multiplied by an investment factor.

The investment factor for extra single payments will be those available at the time you make the extra single payment.

The amount not invested is a charge. Before making a single payment, we advise that you check with Irish Life or your AIB Financial Adviser as to what the investment factor will be for your extra single payment.

### **4.3 Annual fund charge**

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

### **4.4 Yearly plan charge**

If this charge applies, it will be shown on your plan schedule. This charge is taken as a percentage of your regular payment fund value and/or your single payment fund value (if applicable). This will apply as well as the fund charge referred to in sections 3 and 4.3.

We will take one twelfth of the plan charge every month 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.

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

### **4.5 Early withdrawal charge**

If you want to take money out of your investment less than five years after you put it in, we will take an 'early-withdrawal' charge from your fund value (see section 9). This does not affect your

right to cancel in the cooling-off period we referred to in the introduction.

#### **4.6 Future increases in charges**

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

## **Extra Investments**

### **Section 5**

*This section explains how you can increase the size of your investment by paying extra money.*

At any time, you can pay an extra amount into your investment as long as this amount is at least €1000. In certain circumstances, we may refuse to allow you to do this, for example, if a fund has closed. However, if we do, we will tell you why.

Assuming we accept your extra payment, we will invest it in the fund or funds you have chosen. We will place units in your investment from each of your chosen funds. We will use the unit price of those funds on the day we receive your payment and all the documents we need. Your fund value will increase by the amount of your extra investment multiplied by the allocation percentage that we will tell you about at the time.

If you choose to make an extra single payment at any time, the investment factor for the extra single payment may be different from the investment factor applying to your initial single payment. The amount invested at that date will be your extra single payment multiplied by an investment factor.

The investment factor for extra single payments will be those available at the time you make the extra single payment.

If you have chosen auto-start and you make an extra payment in the first ten months, we will invest your extra payment in the same way as your initial investment is invested at that time. For example, an extra payment after 5 months will be allocated as 50% in the auto-start Cash Fund and 50% in your chosen fund(s). 10% of your extra payment will then be switched out of the auto-start Cash Fund and into your chosen fund(s) every month. After a further 5 months all of your payment will be invested in your chosen fund(s).

If you make an extra payment and you choose to invest in a different way to your original fund choice auto-start will automatically end.

## Switches between funds

### Section 6

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

At any time, you may ask us, in writing (or if registered you can do this online), to switch some or all of your money from one **AIB Portfolio Advance** fund to another. If you switch from one fund to another in the first ten months of your investment and you have chosen the auto-start service, auto-start will automatically end.

We do not currently charge for this option. We may charge in the future to cover our administration costs. The unit prices we use for your switch will be determined according to our switching policy in place at the time of the switch. Our current policy is to use unit prices effective on the same working day we receive your written request unless your switch is subject to a delay period (see below). However, we reserve the right to change our switching policy in the future. We advise that you check with Irish Life or your financial adviser as to what our switching policy is at the time you switch.

If you switch from one **AIB Portfolio Advance** fund to another, we will reduce the amount of money in one fund and increase another fund by the same amount. As a result, your fund value will be the same immediately before and immediately after the switch. However, the number of units we place in your investment from each of the two funds will change. The unit prices we use for your switch will be those that apply on the same working day we receive your request. We do not charge for this service.

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

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

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

#### **Delay Periods**

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

- If a large number of customers want to put money into or take money out of the same fund at the same time.
- If there are practical problems buying or selling the assets in which the fund is invested.
- For an externally managed fund, if the external manager imposes a delay.
- If you invest in markets or funds with assets with significant time differences including trading or settlement time differences. An example of this is Asian markets.

Due to the high cost and time involved in buying and selling properties, a delay of this sort is most likely to happen if the plan is invested in a property fund (or a fund with a high proportion of

property assets). The length of any delay will depend on how long it takes us to buy or sell the assets in the fund. A significant delay would be likely to apply in this situation.

Once we have been given notice that a switch is to be made between funds this decision cannot be changed during any notice period.

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

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

# Death benefit

## Section 7

*This section gives details of the benefit we will pay if an investor named in the schedule dies.*

On the date we are told about the death of the life assured or the second of the lives assured (if there are two shown on the investment schedule), we will switch the fund value to the Life Claims Cash Fund based on the unit price on that day.

We do not charge for this switch.

The death benefit we pay will be 100.1% of the value of the Life Claims Cash Fund based on the unit price on the day we receive all the documents we need. We will take off any tax that is due. We describe tax in section 13.

The investment will end after we have paid the death benefit.

# What we need before paying benefits

## Section 8

*This section gives details of what we need before we can pay out the benefits.*

Before we can pay the death benefit or cash-in value, you will need to give us:

- a filled-in claim form (available from any of our offices);
- proof that the person making the claim is entitled to the money from the investment;
- these terms and conditions and the investment schedule; and
- if you (or the second of two joint investors) have died, a death certificate.

There are a number of instances where someone other than you will receive the payment. We may pay:

- you (the customer);
- trustees;
- executors or administrators; or
- assignees (people who you have legally transferred the plan to).

If you are the only customer and you die, we will pay the executors or administrators who deal with your estate.

If you have transferred the plan to someone else, we will pay them. If the plan is under trust, we will pay the trustee who is

responsible to the people who will benefit from the trust. The right to receive the plan's benefits may also pass to other people.

If there are two customers and you have both died, we will pay the executors or administrators who are dealing with the estate of the last person to die, the person who the plan was transferred to, or the trustees, if appropriate.

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

We will work out prices for the Life Claims Cash Fund, taking account of our fund charge. On 1 March 2015, this is 0.5% of the fund value for the Life Claims Cash Fund each year. We may increase this fund charge to reflect increases in our expenses for this type of investment and to reflect inflation. We will not increase this charge beyond that which is needed to meet the current expense levels.

## Cashing in your investment

### Section 9

*These sections explain how to withdraw all or part of your investment, and what happens when you do this.*

You may cash in your investment at any time, subject to any delay period that may apply (see below), by writing to us at the address given in the introduction to this document.

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

If you take your money out more than five years after you put it in, we will pay you the full fund value, less any tax that may be due.

The cash in value you receive will be based on the value of your units in the fund at the end of any notice period.

However, if you want to cash in your investment less than five years after putting the money in, we will reduce your fund value by taking off our 'early-withdrawal' charge. This charge is a percentage of your fund value which depends on the number of years (or part of a year) between the date that you take your money out and the fifth anniversary of the date you put it in. This means that if you have made extra investments, you may have different early-withdrawal charges on different parts of your fund value. We don't make this charge if you cancel during the cooling-off period which we refer to in the introduction.

The percentages are as follows:

Year*	Early-withdrawal charge as a percentage
1	5%
2	5%
3	5%
4	3%
5	1%

\*This refers to the anniversary of the date you put the money in. For example, if you made an extra investment during year 3 and you cash in all of your investment during year 4, we will take a 5% charge from your extra investment, but a 3% charge from the initial amount you invested.

We will also reduce your fund value by the amount of tax that we pay on the amount you withdraw. We explain this in the tax section (section 13).

If we have increased the investment factor on your initial investment or any extra investment (this is shown separately on your schedule if it applies as an increase in your investment factor) and you cash-in your fund or part of your fund before the fifth anniversary of the start of your investment, the early-withdrawal charge shown above will be increased by the same percentage as we increased your investment factor.

The investment will end after you have cashed it in.

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

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

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

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

### **Delay Periods**

In certain circumstances, we may need to delay total or part withdrawals. This may be because there are a large number of customers wishing to encash their fund or part of their fund at the same time, or if there are practical problems selling the assets within the fund or for an externally managed fund or if an external manager who is responsible for the investment of any part of the fund imposes a delay.

Due to the high cost and time involved in selling properties, a delay of this sort is most likely to happen if you are invested in a property fund (or a fund with a high proportion of property or property related assets). The length of any delay will depend on how long it takes us to sell the assets in the fund. A significant delay would be likely to apply in this situation.

When there are more customers moving out of a fund than making new investments in it or when there are more customers



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

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

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

## Cashing in part of your investment

### Section 10

You may take money out of your investment at any time, subject to any delay periods that may apply (see section 9), by writing and asking us, as long as :

- the amount of money you are taking out is not less than €350 after tax; and
- you have at least €5,000 left in your fund after the withdrawal.

Once you have given us notice that you wish to cash in part of your investment you cannot change your mind.

We may delay the withdrawal date in certain circumstances (see section 9).

If you withdraw part of your investment, your fund value will be the fund value before your withdrawal, less:

- the amount you ask for;
- an early-withdrawal charge as described in section 9 (if you are withdrawing money before the fifth anniversary of putting money into your investment); and
- the amount of tax that we will pay on the amount you withdraw. We explain this in the tax section (see section 13).

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

If you do not say from which fund or funds you would like to withdraw your money, we will cash in units in each fund. We will take a percentage from each fund. This will be based on the value of the units we have placed in your investment from each fund at the date you make your withdrawal. If different parts of your investment in any fund from which you are withdrawing your money have different start dates (if you have made extra investments), we will cash in units with the smallest withdrawal charge first. The total value of the units we cash in (including the withdrawal charge and tax mentioned above) will be equal to the difference in your fund value before and after your withdrawal.

## Taking a regular withdrawal

### Section 11

*You can ask us to pay a regular withdrawal to you from your investment. This section explains how this works.*

If you have asked to receive a regular withdrawal from your investment, the details will be shown on your schedule.

We will pay you a withdrawal of the amount shown in the schedule. We will pay this withdrawal on the dates given in the schedule as if you were cashing in part of your investment on each date. We will not take off any withdrawal charges on these payments.

If you have chosen to receive a fixed amount, the amount we take from your fund will be this fixed withdrawal amount plus any tax we have to pay, and the amount you receive will be the fixed withdrawal amount.

If you have chosen to receive a percentage amount, the amount we take from your fund will be this percentage amount, and the amount you receive will be the percentage amount less any tax we have to pay. We will use the fund value on the date the withdrawal is due when working out how much of a withdrawal we should pay. This means the level of your withdrawal will change each year depending on the fund value at that time.

You should understand that the amount of withdrawal you take could be greater than the growth on your investment. This means that the cash-in value of your investment could be lower than the amount you have invested.

If you want to change either the amount of your withdrawal or how often you receive it, you must give us three months' notice in writing. We may charge a fee to cover our administrative costs when making this change.

You may cancel the regular withdrawal arrangement by giving us three months' notice in writing. If you then want to restart this arrangement, we may charge a fee to cover the administrative cost of making this change.

## Single-life or joint-life option

### Section 12

*This section explains how to change your investment from single-life to joint-life or from joint-life to single-life.*

#### **a) Joint-life option**

You may change a single-life investment to a joint-life investment. We have the right not to allow you to make this change.

#### **b) Single-life option**

If both of the lives assured (as shown on the schedule) write and ask, we can change the investment from joint life to single life. We have the right not to allow you to make this change.

For both these options, we will ask you to provide a 'deed of assignment' (a legal document which transfers ownership of the investment) before we can make this change. You may have to pay stamp duty on this deed. This will be your responsibility. We may also have to take off tax (see section 13).

# Tax

## Section 13

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

Any taxes or levies imposed by the government will be collected by Irish Life and passed directly to the Revenue Commissioners.

Under current Irish tax law (March 2015), tax is payable on returns made on this investment. The tax rate is currently 41%. We will pay you the after tax amount. If the plan is owned by a company the tax rate that applies may be different.

Tax is payable on your investment returns when

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

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

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

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

Please contact your AIB Financial Adviser or Irish Life if you do not fully understand the likely tax treatment of any benefits payable in connection with your investment.

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

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

### **Funds investing in overseas property or other overseas assets**

Some funds invest wholly or partly in property or other assets outside of Ireland. Any UK rental profit from property is subject to the basic UK rate of tax according to current United Kingdom tax law. UK tax incurred by Irish Life in respect of UK property will be deducted from the fund.

For any investments in overseas property, tax will be deducted on any rental profit if this is required by the domestic tax rules of the relevant country. In some instances, depending on the domestic tax rules of the country, capital gains tax may also be payable on capital gains made within the fund.

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

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

## Notices

### Section 14

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

You must send every notice and letter relating to this investment to us at:

Irish Life Assurance plc

Irish Life Centre

Lower Abbey Street

Dublin 1.

# Law

## Section 15

*This section explains the law that will apply to this investment.*

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

If tax laws or any other relevant laws change after the start date, we will change the Terms and Conditions of the investment if we need to do this to keep the investment in line with those changes.

We will write and tell you about any changes in the Terms and Conditions.

Notes:



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## Contact us

Phone: 1890 719 390  
Fax: 01 704 1900  
e-mail: [aibserviceteam@irishlife.ie](mailto:aibserviceteam@irishlife.ie)  
Website: [www.irishlife.ie](http://www.irishlife.ie)  
Write to: AIB Service Team, Irish Life, Lower Abbey Street, Dublin 1.  
Form: SIG3LAW/SIG3SAW

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