



FlexInvest

terms and conditions booklet

This product is provided by Irish Life Assurance plc.

This is the Terms and Conditions booklet for your **FlexInvest** 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 plan for you (the person named in the schedule) and the application form you signed is material to the decision of Irish Life Assurance into entering the contract.

Our contract with you for this plan is comprised of:

- the schedule;
- this terms and conditions booklet;
- the application form;
- the fund rules (we will send these to you if you ask for them); and
- any extra rules that we may add in the future if you agree. (Only authorised staff at our head office may add these rules, in writing).

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 **FlexInvest** owner. For example, if you die we will pay the person who deals with your estate.

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 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.

Making payments

All payments to your **FlexInvest** plan must be made by you using a debit card in your own name. The name on the debit card must be the same as the name on your **FlexInvest** plan. If this is not the case, we reserve the right to

- freeze payments into and out of your plan
- refuse top up payments or
- cancel your plan

If we detect conflicting payment details, we may ask you for additional information to assist us in verifying your payment(s).

Can the plan be cancelled or amended by the insurer?

We reserve the right to change or cancel your **FlexInvest** plan, or issue another investment in its place. We could exercise this right if, for example,

- the cost of administering your **FlexInvest** plan increases then we may need to increase the charges on your investment, or
- at any point after the fifth policy anniversary the fund value of your **FlexInvest** plan is less than €3,000 and there have been no new premiums paid in the previous 12 months, or
- 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 cancel or alter your **FlexInvest** plan, or issue another in its place, we will notify you in advance explaining the change and

your options. If we cancel your **FlexInvest** plan we will pay you your fund value at that time less any tax payable.

Complaints

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

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
DO2 VH 29.
Phone: +3531 567 7000.
Email: info@fspo.ie
Website: www.fspo.ie

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Definitions

Section 1

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

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

Allocation amount

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

Fund

Any of the funds described in the panel of 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

MAPS Conservative (Series R)

MAPS Balanced (Series R)

MAPS Experienced (Series R)

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 or from our Head Office.

Life covered

The person named on the investment schedule as the investor on whose death we will pay the death benefit.

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 **FlexInvest** owner named on the investment schedule.

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 of the funds listed in section 1.

Each time you make a contribution we place units from your chosen fund 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 the fund to work out the number of units from your 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 an available fund there may be a maximum amount that you are allowed to invest in that 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 for a fund by using the market value of the assets of the fund and taking off the fund charge.

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

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

- the number of units we have placed in your investment;
multiplied by

- the price for units of that fund on that date

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

Delay Periods

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

- large number of customers wishing to invest in their fund at the same time.
- there are practical problems buying the assets within the fund or for an externally managed fund.
- an external manager who is responsible for the investment of any part of the fund imposes such a delay.
- you invest in markets or funds with assets with significant time differences including trading or settlement time differences. An example of this is Asian markets.

Due to the high cost and time involved in buying properties, a delay of this sort is most likely to happen if you are investing in a property fund (or a fund with a high proportion of property or property related assets). The length of any delay will depend on how long it takes us to buy the assets in the fund. A significant delay would be likely to apply in this situation. The delay period will be no longer than 18 months.

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

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

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

Funds and Unit Prices

Section 3

This section explains how the investment funds work.

Fund charges

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

- setting up and administering the investment; and
- the expenses of managing your investment.

The yearly fund charges on the **FlexInvest** funds are as follows:

Panel of funds	Standard Charge	Estimated average level of variable charge	Total estimated fund charge each year
MAPS Conservative (Series R)	1.10%	0.15%	1.25%
MAPS Balanced (Series R)	1.10%	0.15%	1.25%
MAPS Experienced (Series R)	1.10%	0.15%	1.25%

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

3.1 Variable Charges

As noted above the charge on the available 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. There are charges taken from these funds by both Irish Life and these fund managers.

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 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.

3.2 Additional points to note

Counterparty Risk

We are not liable for any loss incurred by any of the investments in the funds available under this plan. It is important to note that the value of investments with any fund manager may be affected if any of the institutions with whom money is placed suffers insolvency or any other financial difficulties. 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.

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.

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 certain assets 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.

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.

Incentive fees

An incentive fee may be paid to some fund managers 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.

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.

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.

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. Any amount not invested is an entry 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.

Any amount not invested is an entry charge. Before making a single payment, we advise that you check with Irish Life 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 the funds available. Each fund charge is shown in section 3 of this booklet. The charge is reflected in the unit price of the fund 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 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.

4.5 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 greater than the minimum amount we are accepting at that time. Currently this minimum amount is €100. We will notify you if there are any change to this minimum amount. In certain circumstances, we may refuse to allow you to make an extra payment, 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 you have chosen. We will place units in your investment from your chosen fund. We will use the unit price of the fund 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.

Switching between Funds

Section 6

Fund switching is not permitted on this product. We will notify you if there are any changes to this.

Death benefit

Section 7

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

On the date we are told about the death of the life assured 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 11.

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

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

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 have died, a death certificate.

There are a number of instances where someone other than you will receive the payment. For example, if you die, we will pay the executors or administrators who deal with your estate.

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 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 May 2021, this is 0.5% of the fund value for the Life Claims Cash Fund each year. We may increase this

fund charge to reflect increases in our expenses for this type of investment and to reflect inflation. We will not increase this charge beyond that which is needed to meet the current expense levels.

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 sending a request in 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 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 delay period.

We will 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 11).

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).

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 such 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. The delay period will be no longer than 18 months.

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

happen at a different time to the reduction for the rest of the fund.

If we delay a 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 €20 after tax; and
- you have at least €10 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;
- the amount of tax that we will pay on the amount you withdraw. We explain this in the tax section (see section 11).

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. The total value of the units we cash in (including the tax mentioned above) will be equal to the difference in your fund value before and after your withdrawal.

Please note that you cannot take regular automated withdrawals from your **FlexInvest** plan.

Tax

Section 11

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 Revenue. Under current Irish tax law (May 2021), tax is payable on any profits made on this plan. Any growth on your investment amount, including any amount we invest in excess of your investment amount, is considered a profit earned by you and so is subject to tax (where tax is applicable).

The tax rate is currently 41%. We will pay you the after tax amount.

Tax is payable on your investment returns when

- You make any withdrawal from your investment
- You reach the 8th anniversary of your investment, and each subsequent 8th anniversary
- You die

The tax payable on each 8th anniversary will reduce the amount invested in the fund from that date onwards. Where tax is deducted from your fund on each 8th anniversary, the relevant 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.

Please contact 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. Under current UK tax law, profit on rental income received on UK property investments is subject to tax.

Capital Gains Tax may also apply on the disposal of UK property investments. Any UK taxes due will be taken from the fund and reflected in the fund's value. This information is based on current UK tax law (May 2021), which could change in the future.

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

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

Any tax due will be deducted from the fund and thus reflected in the fund performance. If tax legislation and practice changes during the term, this will be reflected in the fund value. This information is based on current tax law (May 2021), which could change in the future.

Notices

Section 12

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 13

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

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

Notes:

Notes:



Contact us

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

Form: FLINSAA

In the interest of customer service we will record and monitor calls.
Irish Life Assurance plc, Registered in Ireland number 152576, Vat number 9F55923G.
Irish Life Assurance plc is regulated by the Central Bank of Ireland.

TC 1875 (REV 07-21)