

Evolution Buy Out Bond

Policy Conditions



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Information Updates

Each year following the anniversary of the Policy you will receive a statement showing the value of the assets allocated to your Policy.

Please note the Policy Schedule may not actually be altered to reflect dealings with a Policy (e.g., partial surrenders or Additional Premiums). These changes will be shown on subsequent statements issued by us.

Communications with the Company

All correspondence should be sent to:

The Operations Manager

AXA Life Europe Limited

Wolfe Tone House

Wolfe Tone Street

Dublin 1, Ireland

Ph: +353 1 471 1594

Fax: +353 1 471 1894

Email: info@axalifeeurope.ie

Web: www.axa-life-europe.ie

(or subsequent addresses as notified)

When writing to us please quote your Policy Number (set out in the Policy Schedule).

Please notify us immediately of any change of your name and address: it is important that our records are kept up to date so that we can continue to communicate with you regarding your Policy.

Currency and Payments

All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland and are expressed in Euro unless specifically stated to the contrary.

1 Explanation of Terms

- 1.1 Please note that some of the terms used in this document are set out and explained in the Policy Schedule, but where further explanation is required we include it below.
- 1.2 We, AXA Life Europe Limited (referred to in this document where the context permits as the **'Company'**, **'we'** or **'us'**), set out below the meanings of some of the important terms which we use in these Policy Conditions.
- AXA Life Europe Limited is a company limited by shares with Registration No. 410727. Our Registered Office is Wolfe Tone House, Wolfe Tone Street, Dublin 1, Ireland. AXA Life Europe is a member of the global AXA group of companies. AXA Life Europe Limited is regulated by the Central Bank of Ireland.
- 1.2.1 **'Additional Premium'** means the additional premium shown in the Additional Policy Schedule, if this becomes applicable during the life of your Policy.
- 1.2.2 **'Appropriate Dealing Day'** means, subject to these Conditions, for the allocation or cancellation of Units in any Fund, as the case may be, the next Dealing Day of that Fund following the processing, in accordance with our Cut-off Times, of the relevant instructions and, as applicable, the processing, in accordance with our Cut-off Times, of available cleared funds for investment, whichever is later.
- 1.2.3 **'AMRF'** means a minimum retirement fund that has been approved by the Revenue Commissioners in accordance with the requirements of Section 784 of the Taxes Consolidation Act, 1997, as amended.
- 1.2.4 **'ARF'** means a retirement fund that has been approved by the Revenue Commissioners in accordance with the requirements of Section 784 of the Taxes Consolidation Act, 1997, as amended.
- 1.2.5 **'Benefit'** means the benefits provided under your Policy, adjusted in accordance with and subject to the terms and conditions set out in these Policy Conditions.
- 1.2.6 **'Bond'** means the Policy.
- 1.2.7 **'Commencement Date'** means the date your Policy with us commenced and is set out in the Policy Schedule.
- 1.2.8 **'Conditions'** or **'Policy Conditions'** means the relevant part of these Policy Conditions.
- 1.2.9 **'Cut-off Times'** means our applicable cut-off time or times (available on request from our Head Office or extranet service) for the following:
- (i) the processing of instructions on the same Working Day (provided such instructions are in proper form) received by us in relation to your Policy; and
 - (ii) the processing of funds for investment on the same Working Day (provided such funds have cleared) received by us in relation to your Policy; provided, however, that if such instructions or cleared funds are received by us after an applicable cut-off time on a Working Day, such instructions or funds will be processed on the next Working Day.
- For the avoidance of doubt, the term 'processing' in this context and as used in the definition of 'Appropriate Dealing Day' as set out in 1.2.2 above means the administrative steps required for us to initiate a particular action (e.g. a switch) and does not imply the completion of such action; the completion of the various actions in relation to your Policy normally occur over one or more Working Days, subject to the terms and conditions of your Policy.
- 1.2.10 **'Dealing Day'** in relation to a Fund means any day on which we are requested, or due under the Policy to allocate or cancel Units of that Fund. This must be a Working Day and is subject to our power of delay in Condition 10.
- 1.2.11 **'Drip Feeding'** or **'Drip Feed'** means the option set out in Condition 4.2.
- 1.2.12 **'Employer'** means the employer named in your application form.
- 1.2.13 **'Establishment Charge'** means the establishment charge calculated in accordance with Condition 5.2 (iii).
- 1.2.14 **'Exit Charge'** means the exit charge calculated in accordance with Condition 5.2 (iv).
- 1.2.15 **'Fixed Allocation Amount'** means the initial or Additional Premium multiplied by the Fixed Allocation Percentage
- 1.2.16 **'Fixed Allocation Percentage'** means the fixed allocation percentage rate as may be determined by the Company from time to time
- 1.2.17 **'Fund'** means the Fund or Funds identified in the Policy Schedule, or any other Fund which the Company may substitute from time to time.
- 1.2.18 **'General Fund Rules'** are the rules under which we operate or offer each Fund.
- 1.2.19 **'Head Office'** means the head office of the Company situated at the address noted above under the heading 'Communications with the Company'.
- 1.2.20 **'Initial Commission'** equals the Initial or Additional Premium, as appropriate, multiplied by the Initial Commission Rate, payable to your Intermediary on the date of payment of the Initial or Additional Premium.
- 1.2.21 **'Initial Commission Rate'** means the initial commission expressed as a percentage as shown in the Policy Schedule.
- 1.2.22 **'Initial Premium'** means the initial premium shown in the Policy Schedule.
- 1.2.23 **'Invested Amount'** means the invested amount calculated in accordance with Condition 5.2 (i).
- 1.2.24 **'Intermediary'** means your intermediary indicated in your application form or as otherwise advised to us by you and agreed by us in writing.
- 1.2.25 **'Normal Retirement Age'** means the normal retirement age of the Policyholder as indicated on the Policy Schedule.
- 1.2.26 **'Pension Adjustment Order'** means an order issued in accordance with the provisions of the Family Law Act 1995 or the Family Law (Divorce) Act, 1996.
- 1.2.27 **'Policy'** means an individual contract between the Company and the Policyholder individually numbered and set out on the Policy Schedule (original or amended version) comprised of the Policy Schedule, the Policy Conditions (and any subsequent endorsement) and the your application form.
- 1.2.28 **'Policy Charges'** means those charges referred to in Condition 5.
- 1.2.29 **'Policy Schedule'** means the Policyholder(s) policy schedule, which together with these Policy Conditions forms the Policy.
- 1.2.30 **'Policy Year'** means any twelve month period starting on the Commencement Date or on any anniversary of that date.
- 1.2.31 **'Policyholder'** means the person referred to as such in the Policy Schedule (referred to in these Conditions where the context permits as 'you' or 'your').
- 1.2.32 **'Policyholders Fund'** means the 'life assurance fund' within the meaning of Section 3 of the Assurance Companies Act 1909 and Section 14 of the Insurance Act 1989.
- 1.2.33 **'Portfolio Rebalancing'** means the option set out in Condition 4.3.
- 1.2.34 **'Retirement Day'** means the day on which you attain the Normal Retirement Age unless, subject to Condition 7.1 or 9, you choose and notify us before that date of an alternative retirement day selected by you and agreed to by us, provided that the rules imposed by the Revenue Commissioners at the time are complied with.
- 1.2.35 **'Revenue Commissioners' or 'Revenue'** means the Office of the Revenue Commissioners of Ireland.
- 1.2.36 **'Scheme'** has the meaning given in Condition 6.
- 1.2.37 **'Trail Commission'** means the commission expressed as a percentage (as set out in the Policy Schedule) of the Unit Value, if any, payable to an Intermediary on the first Working Day of the month in which each anniversary of the Commencement Date falls while the Policy is in force.
- 1.2.38 **'Trustees'** means the trustees of the Scheme.
- 1.2.39 **'Units'** represent the equal division of a Fund which is allocated to your Policy in order to determine the value of the Benefits payable.
- 1.2.40 **'Unit Linked Fund'** means a Fund which we make available for your Policy which is divided into Units as described in Condition 3.1.2.
- 1.2.41 **'Unit Price'** has the meaning given in Condition 3.5.
- 1.2.42 **'Unit Value'** means the value at the Unit Price on the relevant date of all the Units allocated to the Policy.
- 1.2.43 **'Working Day'** means for the purposes of Policy administration and receipt of dealing instructions any day on which the banks are open for business in both the Republic of Ireland and the Isle of Man. We would draw to your attention to the fact that whether or not the banks are open for business in the Republic of Ireland, the subsequent placement and processing of such dealing instructions is dependent upon the banks being open on the Isle of Man and is subject to our power of delay in Condition 10.
- 1.3 Unless the context indicates otherwise, words in the singular shall include the plural and vice versa.

2 Your Premium

- 2.1 The Initial Premium was paid on the Commencement Date shown in the Policy Schedule. The amount of the Initial Premium is shown in the Policy Schedule.
- 2.2 For your Policy and subject to these Conditions, we will apply the Invested Amount to acquire an allocation of Units in the Fund or Funds selected by you. The number of Units allocated will be calculated by dividing the Invested Amount by the Unit Price of the Units on the Appropriate Dealing Day following the later of:
- actual receipt by us of the amount of the Premium (Initial or Additional, as the case may be) by way of cleared funds, and
 - our acceptance of your application.
- 2.3 Additional Premiums may be accepted, at the sole discretion of AXA Life Europe Limited, provided that they meet or exceed the minimum amount set by the Company on the date they are received and they represent payments from:
- a Revenue-approved Buy Out Bond; or
 - a pension scheme approved under Chapter 1, Part 30 of the Taxes Consolidation Act, 1997.
- 2.4 Whenever an Additional Premium is paid an Additional Premium statement, or replacement thereof, will be issued which will amend or add to the details shown in the original Policy Schedule.
- 2.5 Additional premiums will normally be subject to the terms, conditions and charges set out in these Policy Conditions as determined by the Company at its absolute discretion.

3 General Fund Rules

The Company will make available for this Policy a range of Unit Linked Funds as described in Condition 3.3.

3.1 Separation of Funds

3.1.1 Each Fund to which the Policy is linked forms a separate and identifiable element of our Policyholders' Fund and will have its own assets which will be kept separate from any other Fund for valuation purposes.

3.1.2 The Fund is notionally divided into 'Units', representing an equal division of the Fund. Units are notionally allocated to your Policy in order to determine the value of the Benefits payable.

3.1.3 You have no legal entitlement to the assets of the Fund represented by the Units or any beneficial interest in those assets.

3.1.4 The total value of the underlying assets of the Fund is equivalent to the total value of all the notional Units allocated to the Fund. There may be timing differences between the creation or cancellation of notional Units and the purchase or sale of the underlying assets of the Fund.

We reserve the right to create new Funds and merge or close existing Funds at our absolute discretion in accordance with condition 3.8.

3.1.5 All of the details of your Policy including, without limitation, information about your initial Fund selection and any changes that you may make to such selection in accordance with these Conditions including any switches, Drip Feeding, Portfolio Rebalancing, Benefits and options selected will be available to your Intermediary even if you make such changes unilaterally without your Intermediary's knowledge.

3.2 Fund Selection

3.2.1 You can choose the Funds in accordance with Condition 4. Details of the available Funds will be published at the absolute discretion of the Company and are available on request from our Head Office or extranet service.

3.2.2 Please be aware that we shall not be obliged to accept any instruction from you but will give notice to you of our refusal to accept such instructions.

3.3 Unit Linked funds

The universe of Unit Linked Funds, from which you may choose and to which your Policy may be linked, will be chosen by us in our absolute discretion. The assets of each Fund are invested having regard to their stated objective at the discretion of the investment manager appointed to that Fund.

3.4 Valuation

3.4.1 Each Fund will be valued by us at regular intervals but normally at each Dealing Day.

3.4.2 You should note that most Funds deal on a daily basis but certain types of Funds may deal less frequently.

3.4.3 The value of the assets which we attribute as forming part of the Fund shall be determined by us as follows:

A. Valuation

- For assets where a price at which they can be sold is publicly available on any stock exchange, regulated market or through the manager of any fund or scheme, the value will be based on such price at the close of business on the previous

day, adjusted by us as appropriate, for accrued or outstanding dividends, interest, tax payable or recoverable expenses or deductions;

- For other property capable of being professionally valued, the valuation will be based on the most recent valuation (if any) produced at our request by an independent valuer;
- Where no such valuation is available or where in our view it is not economically viable to carry out an independent valuation, we will make two valuations, one based on the price at which assets might then be bought and the other the price at which assets might then be sold. In calculating the Unit Price we will decide, in the light of expected movements into and out of the Fund, which of these bases of valuation should apply;

B. Deductions and Expenses

- Each Fund will bear all costs, expenses and liabilities attributed by us to it. We reserve the right to recover any costs, expenses or liabilities incurred by us and which are not attributable to any one Fund;
- We may deduct from any Fund any amount which we reasonably believe represents tax, any levy imposed by statute or by a regulatory body and make provision for any potential or contingent liability, tax or other statutory or regulatory payment which in our opinion it is reasonable to include;
- Similarly we may deduct any costs, expenses and liabilities which have accrued but which have not yet been paid (including any borrowings on account of the Fund and interest accrued thereon);

C. Income

- We will add to the value of the Fund such amounts as we consider appropriate in respect of income (if any) which has accrued in respect of the assets of the Fund but has not yet been received.

3.5 Unit Price

3.5.1 The Unit Price may be specific to any individual transaction. The Unit Price will be determined by us normally on each Dealing Day (where appropriate subject to Condition 9) as follows:

- by taking the most recent valuation of the Fund in accordance with Condition 3.4, (either on an asset bought or asset sold basis, as we shall decide in the circumstances);
- subtracting any accrued Fund management charge; and
- dividing the total value thereby obtained by the number of Units issued or deemed to have been issued.

3.5.2

We reserve the right in calculating an individual Unit Price to adjust the valuation by adding in respect of an allocation of Units, the costs of acquisition of the assets included in the valuation or by subtracting in respect of a cancellation of Units, the costs of realisation of those assets. Where a given Fund invests into an external scheme which itself operates a dual bid/offer pricing method then we will normally adjust the fund price for new Unit allocations to the offer basis which will result in a lower allocation of Units.

3.6 Powers to Make Deductions From the Fund

We shall be entitled to deduct from the Fund the following:-

- a fund management charge, which varies from Fund to Fund based on the value of the Fund from time to time. It will accrue daily and shall be deducted as part of the calculation of the Unit Price in accordance with Condition 3.5. Details of Fund charges will be published from time to time and are available on request from our Head Office or extranet service.

We reserve the right to increase such charges from time to time after due notification to you.

- all expenses incurred, including bank charges and custodian fees, in connection with valuation, maintenance, management, investment and dealing in the assets of the Fund together with any other expense which in the opinion of our actuary is incurred in the running of the Fund and is a liability on the Fund and is not otherwise taken into account.

3.7 Sub-division or Consolidation of Units

We may decide to sub-divide or consolidate Units. If we do this, or, if we amalgamate two or more Funds, the Units allocated to the Policy will be adjusted so that the total Unit Value of the Policy is not altered by the adjustment.

3.8 Closing a Unit Linked Fund

3.8.1

Should we decide to discontinue any Fund, we will send written notice of discontinuance to your last known address. The Units of the discontinued Fund will be cancelled in accordance with Condition 4.

3.8.2

You may select a new Fund or new Funds as set out in Condition 4. Any charge under Condition 4 will be waived.

3.8.3

In the absence of any written selection by you of another Fund we will be entitled to replace the Units of the discontinued Fund with Units of any Fund of our choice.

3.9 Finality of the Company's Decision

Our decision shall be final as to: -

- (i) the availability of any Unit Linked Fund in relation to the Policy;
- (ii) the acceptability of any investment for the Unit Linked Fund;
- (iii) the determination of the value of the Fund and the adjustments to be made to the value of the assets or condition in respect of liability and expenses of the Fund as provided for under Condition 3.4;
- (iv) the value of the assets of the Fund;
- (v) the determination of the Unit Price;
- (vi) the taking of independent professional advice;
- (vii) the choice of independent professional advisers;
- (viii) whether any expense is incurred in the running of the Fund; and
- (ix) the minimum amount which is to be retained in cash, and the currency in which cash will be held, in the Fund.

4 Selected Funds and Switches**4.1 Selecting and Changing Funds**

4.1.1 You may at the absolute discretion of the Company select Funds from the range made available by us.

4.1.2 Subject to our limits for minimum Fund value you can change the selected Funds by making a switch request to us in writing or by using our extranet service.

4.1.3 As specified in your switch request, Units will be sold and bought at the Unit Prices on the Appropriate Dealing Day.

4.1.4 We may impose a switch charge in accordance with our current scale (which will be published from time to time and is available on request from our Head Office or extranet service) taken by cancellation of Units.

4.2 Drip-Feeding

4.2.1 For the purpose of valuing the Benefits under your Policy, you may request that your Policy is linked to one or more selected Fund or Funds which in turn automatically invest into one or more other selected Fund or Funds in accordance with a pre-determined investment strategy directed by you and advised to us in the prescribed form.

4.2.2 This option may be stopped or started at any time subject to any conditions imposed at the time this option is selected.

We will continue to link the Benefits under your Policy in accordance with this option until you notify us otherwise.

4.2.3 For the purpose of linking the Benefits under your Policy under this option you should note that:

- (i) the Drip-Feeding strategy commences on the Commencement Date or in accordance with subsequent instructions from you;
- (ii) Drip Feeding can take place on a day between 1st and 28th of a given month inclusive;
- (iii) Where a date is not chosen then the default date is 28th of the month;
- (iv) Drip-Feeding occurs for the first time on the selected date or default date;
 - a. Provided that the selected date, or default date, if appropriate, is not less than 10 days from the Commencement Date.
 - b. If the selected date or the default date, if appropriate, is less than 10 days from the Commencement Date then Drip Feeding will commence on the selected date in the month following the Policy commencement.
- (v) switches out of and into Funds under this option will take place on the same Working Day;
- (vi) if a switch is due on a day that is not a Working Day it will take place on the next Working Day.
- (vii) you may choose the frequency of switching between funds which can be monthly, quarterly, half-yearly or annually for a maximum of 10 years (from when the Drip-feeding begins or recommenced).

4.2.4 The underlying fund profile percentages you wish to achieve at the conclusion of the drip feeding strategy must be expressed in whole percentages at the outset when exercising this option.

4.2.5 Please note that only one Drip-Feeding strategy can operate per Policy at any one time.

4.2.6 Please note that Drip-feeding will cease where:-

- (i) a specific switch is requested by you; or
- (ii) a Fund linked to the Policy is either closed or closed to new investments and this prevents your Drip-feeding request from continuing.

4.2.7 In the event that the Drip Feeding ceases owing to circumstances set out in Condition 4.2.6 you will need to make a new request to us in writing in a form prescribed by us in order for Drip Feeding to recommence.

4.2.8 Please note that the Drip Feeding and Portfolio Rebalancing options cannot both be selected and operate at the same time on the same Policy. Drip Feeding and Portfolio Rebalancing should only be selected with the benefit of professional advice.

4.3 Portfolio Rebalancing

4.3.1 The Portfolio Rebalancing facility may be selected at the commencement of your Policy or at a later date if you wish.

4.3.2 For the purpose of valuing the Benefits under your Policy, this option permits us to sell or purchase such Fund or Funds linked to your Policy as we see fit in order to ensure that the percentage of the selected linked Funds is in accordance with the desired proportions set by you and advised to us in the prescribed form.

4.3.3 The division of the selected Funds stipulated by you must be by whole percentages.

4.3.4 You may choose that the frequency which this option is applied on either a monthly, quarterly, half yearly or annual basis.

4.3.5 Portfolio Rebalancing takes place on a day between 1st and 28th (inclusive) of a given month as detailed in your instructions following the elapse of the initial frequency period as stipulated by you. The actual Portfolio Rebalancing will then take place on that day (or the nearest available Working Day) at the end of the frequency period selected.

4.3.6 Portfolio Rebalancing will take place on 28th day of the month by default (or the nearest available Working Day) where a date has not been specified provided that the frequency period selected has elapsed.

4.3.7 You may stop or start Portfolio Rebalancing at any time using the prescribed form. If, however, the request to stop or start Portfolio Rebalancing is not received within an agreed time period before the next switch date then the request may not be processed in time for that switch date and the switch or cessation of Portfolio Rebalancing will take place subsequent to this date.

4.3.8 Please note Portfolio Rebalancing will cease where:-

- (i) a switch is requested by you,
- (ii) a Fund linked to the Policy is either closed down or closed to new investments and this prevents your Rebalancing request from continuing.

In the event of any of the circumstances listed in this condition arising, you will need to provide new instructions in writing in a form prescribed by us in order for Portfolio Rebalancing to recommence.

4.3.9 Please note that the Portfolio Rebalancing and Drip Feeding options cannot both be selected and operate at the same time on the same Policy. Portfolio Rebalancing and Drip Feeding should only be selected with the benefit of professional advice.

5 Policy Charges

5.1 One of three mutually exclusive charging structures will apply to your Policy, either charging structure BOB1, BOB2 or BOB3. Your chosen charging structure will be indicated in your Policy Schedule.

5.2 We will make the following charges:

- (i) **Invested Amount**
If you have chosen charging structure BOB1 for your Policy, the Invested Amount is the Initial or Additional Premium, as appropriate, reduced by the amount of the Initial Commission.

If you have chosen charging structure BOB2 then the Invested Amount is equal to 100% of the Initial or Additional Premium as appropriate.

If you have chosen charging structure BOB3 then the Invested Amount is Fixed Allocation Amount reduced by the amount of Initial Commission.

- (ii) **Trail Commission Unit Deductions**
We will make a Unit deduction equivalent to the amount, if any, of Trail Commission payable. Such Unit deductions will be made annually on the first Working Day of the month in which the Policy anniversary falls while the Policy is in force.
- (iii) **Establishment Charge Unit Deductions**
If you have chosen the BOB2 charging structure for your Policy, an establishment charge equal to the amount of Initial Commission multiplied by 1.2 and divided by 20 will be applied via Unit deductions at quarterly intervals between the Commencement Date and the fifth anniversary of the Commencement Date.
- (iv) **Exit Charge**
If you have chosen the BOB2 charging structure for your Policy and your Policy is terminated, on your Retirement Day (or on your death, if applicable) or transferred to another Buy Out Bond provider in accordance with Condition 10, within five years of the payment of an Initial or Additional Premium, as appropriate, a charge equal to the amount of the outstanding Establishment Charge will be deducted. For avoidance of doubt, the outstanding Establishment Charge will equal the total of the quarterly Establishment Charges not yet taken via Unit deductions at the time of termination or transfer.

If you have chosen the BOB3 charging structure for your Policy and your Policy is terminated on your Retirement Day (or early retirement date in accordance with Condition 9 or on your death, if applicable) or transferred to another personal pension plan provider in accordance with condition 10, within six years of the payment of an Initial or Additional Premium, as applicable, a charge on the exit amount will be deducted in accordance with the table below based upon a percentage of the Unit Value of the Policy at the time of exit or transfer in relation to the proportion of the Unit Value that corresponds with the Initial Premium and/or Additional Premium(s), as the case may be:

Year of Exit (from payment of Initial or Additional Premium)	% of Unit Value
1	5%
2	5%
3	5%
4	4%
5	3%
6	2%

For avoidance of doubt, the exit charge as calculated in accordance with the table above will be taken via Unit deductions at the time of termination or transfer. With the BOB3 charging structure, the Initial Premium and each Additional Premium, and each corresponding Invested Amount, will attract its own exit charge.

- 5.3 All charges referred to in Conditions 5, 6, 7 and 9 will be:
- calculated on the date the charge is due using, where appropriate, the last available Unit Price held in the Company's records;
 - taken by cancellation of Units equal to the amount of that charge; and
 - taken proportionately across all Funds in your Policy.
- 5.4 In addition to the charges set out elsewhere in these Policy Conditions there are charges and expenses including, but not restricted to, charges made by the operator or manager of the assets comprising the Fund
- 5.5 Details of the amount of any charges shown in the Policy Schedule will override those shown in these Policy Conditions, but will otherwise be calculated in the same way.
- 5.6 We reserve the right to cancel Units to pay any fees and charges to which we are entitled under the Policy or any other amounts owed to us by you.

6 The Scheme

- 6.1 We have issued this Policy to you on behalf of the Trustees of the Scheme described in your application form. The Scheme must be a retirement benefits scheme and an exempt approved scheme (or capable of being treated as an exempt approved scheme) by the Revenue Commissioners as set out in Part 30, Chapter 1 of the Taxes Consolidation Act 1997. The Scheme may also be an arrangement from which the Revenue Commissioners approve of transfers to this Policy..
- 6.2 Unless Condition 6.3 applies, the Trustees of the Scheme have chosen to purchase this Policy in accordance with the provisions of the Scheme and statute law. We will accept no liability or loss as a result of any action or omission by or on behalf of you by the Trustees.
- 6.3 In the event that this Policy has been effected by a transfer payment from another Revenue-approved Buy Out Bond, then, unless we have been furnished with the original proposal form which was completed by the Trustees, we will not be responsible for ensuring that the Benefits which are provided conform to the Trustee's requirements.

7 Benefits at Retirement Day

- 7.1 On your Retirement Day (or death, if applicable, in accordance with Condition 11.1) you (or your legal personal representatives) will be entitled to the Unit Value of your Policy, adjusted in accordance with Condition 7.2, provided that the rules imposed by the Revenue Commissioners at the time are complied with. Subject to Condition 9, you may change your Retirement Day provided that the rules imposed by the Revenue Commissioners at the time are complied with. The Unit Value of your Policy (adjusted in accordance with Condition 7.2) will be used to provide the retirement benefits described in Condition 8.
- No Benefits will be payable under this Policy where you continue in the Employer's service after your Retirement Day unless the Revenue Commissioners allow payment in such circumstances. Once Benefits are provided under this Policy you are obliged to ensure that all benefits under other exempt approved arrangements which relate to the same period of employment are provided at the same time.
- If we receive a Pensions Adjustment Order in respect of your Benefits under this Policy, we must comply with the Pensions Adjustment Order.
- 7.2 The Unit Value allocated to the Policy will be reduced by any charge made under Condition 5, any amount of tax required to be deducted by the Revenue Commissioners and/or applicable legislation, less any charge under Condition 12.7 (if applicable).
- 7.3 On the Appropriate Dealing Day, we will cancel all the Units allocated to the Policy and will allocate the Benefits in accordance with your written instructions under and subject to Condition 8.1

- 7.4 This Condition 7 will apply unless you have elected, and we have agreed, to allow the termination of your policy in respect of early retirement under Condition 9, to transfer your Policy under Condition 10 or if Condition 11 otherwise applies.

8 Options available on Retirement

- 8.1 Provided that the rules and restrictions imposed by the Revenue Commissioners at the time are complied with and subject to Conditions 6.4 (if applicable) and 8.2, you may choose a number of benefit options on your Retirement Day, in one or more of the following forms:
- a tax-free lump sum retirement benefit subject to Condition 8.5;
 - a taxable lump sum retirement benefit;
 - an ARF (if available given your circumstances);
 - annuity provided by a third party to whom an annuity purchase amount is transferred further to Condition 8.8;
 - an AMRF (if available given your circumstances) provided by a third party to whom an AMRF purchase amount is transferred further to Condition 8.8;

We may require you to complete and return to us a retirement options form for this type of Policy.

- 8.2 We will ensure that the Benefits which are provided conform to the Trustee's requirements regarding the form of benefits as permitted by the Scheme and as specified in your application form.
- 8.3 You should note that we do not offer AMRFs or annuities and such retirement benefits may be sought from a third party provider (see Condition 8.8 in this regard).
- 8.4 We must provide your Benefits in line with current tax law and any other applicable legislation, which is subject to change from time to time. Before retirement benefits are provided to you, a tax charge, currently 41%, will be required to be applied to the excess, if any, of your Bond's value at retirement over an available threshold limit on the value of all retirement benefits taken by you from all pension arrangements since 7th December 2005. The current threshold limit is €2.3m, but you may be entitled to a higher threshold limit if the value of your undrawn retirement benefits at 7th December 2005 was greater than €5m, or the value of your undrawn retirement benefits at 7th December 2010 was greater than €2.3m, and you applied to the Revenue Commissioners for a Personal Fund Threshold certificate.
- 8.5 The maximum tax-free lump sum that can be taken on retirement is normally based upon your years service and final remuneration subject rules imposed by the Revenue Commissioners (adjusted in accordance with Condition 7.2 or 9.3, as applicable) and subject to a lump sum limit. The lump sum limit is currently €200,000 in respect of all tax free lump sums taken by you from all pension arrangements since 7th December 2005. A lump sum taken in excess of this €200,000 limit is subject to standard rate tax, up to a further limit of €375,000 in respect of all lump sums taken by you from all pension arrangements since 7th December 2005. A lump sum taken in excess of the €575,000 limit on all lump sums taken by you from all pension arrangements since 7th December 2005 is subject to PAYE, Universal Social Charge and PRSI, as appropriate.

If the transfer value paid into your Evolution Buy Out Bond relates to additional voluntary contributions or retained benefits from a defined contribution occupational pension scheme of which you were a member, you may alternatively opt on or before retirement to take a lump sum of up to 25% of the Bond's value, subject to the lump sum limits described above.

- 8.6 In the event that this Policy has been effected by a transfer payment from another Buy Out Bond from another Revenue-approved provider, then unless we have been furnished with a copy of the original application form which was completed by the Trustees, we will not be responsible for ensuring that the Benefits which are provided conform to the Trustees' requirements.
- 8.7 If the tax law and/or other applicable legislation changes, we will alter these Policy Conditions accordingly.
- 8.8 **Open Market Option**

As of your Retirement Day (or early retirement date, if applicable) you may elect to receive an annuity, ARF and/or AMRF from another approved provider(s). In this instance, we will make available the appropriate sums to the other approved provider(s), provided that provided rules imposed by the Revenue Commissioners at the time are complied with. AXA Life Europe's liability under this Policy will cease once such transfers are made to the approved provider(s).

9 Benefits at an Early Retirement Day for Reason of Ill Health

- 9.1 Subject to medical evidence and Revenue Commissioner approval, if applicable, you may be permitted to take an early retirement date at any age if we are satisfied and agree that you have become permanently incapable - through illness or injury - of carrying on your own or any other occupation of a similar nature to which you are trained or fitted. We will require a medical report and/or other appropriate documentation from you in this regard.
- 9.2 Subject to Condition 9.1, you will be entitled to the Unit Value of your Policy, adjusted in accordance with Condition 9.3, at the early retirement date provided that the rules imposed by the Revenue Commissioners at the time are complied with.
- 9.3 The Unit Value allocated to the Policy will be reduced by any charge made under Condition 5, any amount of tax required to be deducted by the Revenue Commissioners and/or applicable legislation and any charge under Condition 12.7 (if applicable).
- 9.4 On the Appropriate Dealing Day, we will cancel all the Units allocated to the Policy and will allocate the Benefits in accordance with your written instructions under and subject to Condition 8.1

9.5 Options available on Early Retirement

9.5.1 Your options on early retirement are listed in Condition 8.1, which Condition together with Conditions 8.2, 8.3, 8.4, 8.5, 8.6 and 8.7, apply to your Policy on early retirement and should be read as if the phrase "Retirement Day" was replaced by the phrase "early retirement date" wherever it appears.

10 Transfer Benefit

- 10.1 Subject to any requirements imposed by legislation or by the Revenue Commissioners, in the event of you becoming a member of another retirement benefits scheme or if you wish to purchase a Buy Out Bond from another Revenue-approved provider, you may elect to transfer the Unit Value of your Policy (adjusted in accordance with Condition 10.2) to such other scheme or provider. We may require you to complete and return to us a transfer benefit form for this type of Policy. We will require that the Policy Schedule and any other documentation that may be necessary to prove ownership of the Policy be returned to us.
- 10.2 The Unit Value of your Policy will be reduced by any charge made under Condition 5, any amount of tax required to be deducted by the Revenue Commissioners and/or applicable legislation and any charge under Condition 12.7 (if applicable).
- 10.3 On the Appropriate Dealing Day, we will cancel all the Units allocated to the Policy and transfer the Unit Value of your Policy (adjusted in accordance with Condition 10.2) to the retirement benefits scheme or Revenue-approved provider in accordance with your written instructions under and subject to Condition 10.1.
- 10.4 AXA Life Europe's liability under this Policy will cease once the transfer is made under this Condition 10.

11 Death Benefit

- 11.1 The Death Benefit payable under the Policy is set out in the Policy Schedule. Subject to Condition 12.2, the Death Benefit will be calculated on the Dealing Day following receipt by us of a death certificate for the Policyholder in proper form, together with any other documentation we might reasonably request.

12 Additional Conditions**12.1 Instructions - Power of Delay**

- 12.1.1 Subject to Condition 4.1.2, all notices and instructions received from the Policyholder must bear the Policyholder's signature and be delivered to our Head Office.
- 12.1.2 We will act upon any valid written instruction from you within a reasonable amount of time but we reserve the right to delay action (including allocation or cancellation of Units by postponing any Dealing Day) if we consider it necessary to clarify the appropriate action, or your connection to the payee, or there are circumstances beyond our control.
- 12.2 Power of Delay and Alteration**
We reserve the right at our absolute discretion to delay the valuation in whole or in part of, the calculation of any Unit Price, any allocation, cancellation or exchange of Units, and any payment under the Policy in whole or in part of, for such period as we may require to complete any necessary sale or valuation of assets comprising a Fund.

12.3 Proof of Ownership

Payment of any amount payable under the Policy and the exercise of any right conferred on you by the Policy are provisional upon satisfactory proof of ownership being supplied to us at our Head Office.

12.4 Assignment

This Policy may not be assigned, charged or alienated in any way.

12.5 Alteration

This Policy may not be assigned, charged or alienated in any way.

- 12.5.1 This condition shall override any other part of these Policy Conditions with which it is inconsistent and should be read carefully.
- 12.5.2 We shall have the right to reduce the number of Units allocated to your Policy and/or to make such alterations in the terms of the Policy as we, having taken into account the views of our appointed actuary and with due regard to the interests of all Policyholders, think fit in the event of:
- any tax or levy becoming payable or other liability arising in respect of either our activities or the operation of the Policy or the Fund(s) to which the Policy is linked;
 - any change of law, regulation or other regulatory requirement and particularly, without affecting the generality of this condition, any change in the law relating to taxation;
 - any material change of circumstances, or the occurrence of any event which in our opinion makes it impossible, impracticable or grossly inequitable fully to comply with all the terms of the Policy or any stated or established practice with respect to the operation of the Fund or its valuation.

12.6 Currency and Currency Conversion

- 12.6.1 Whenever it is necessary for the purposes of the Policy, or where you have requested the conversion of an amount denominated in one currency into another currency, the conversion will be based upon a rate of exchange available from our bankers at the time when the currency conversion is made.
- 12.6.2 The cost of any such conversion will be attributed to the Policyholder by cancelling the necessary amount of Units.
- 12.6.3 For the sake of administrative convenience we will calculate any minimum amounts applicable to the Policy, all Policy Charges and the Invested Amount at notional conversion rates as determined by the Company at its absolute discretion.

12.7 Payment

We will normally pay amounts under this Policy using electronic funds' transfer. Payment by other methods may be subject to a charge in accordance with our current scale. The published scale is available on request.

12.8 Change of Conditions

Subject to Condition 12.12 and except as provided in Condition 12.5, none of these Policy Conditions may be waived or modified except by agreement between you and us and confirmed by an endorsement issued by us and signed by a duly authorised official of the Company.

12.9 Roundings

All calculations may be rounded up or down by us by an amount not normally involving an adjustment of more than 0.1%. All currency calculations may be rounded up or down by us to the next whole practical unit of currency applicable to the transaction. All rounding adjustments accrue to our benefit.

12.10 Notification by Post

Unless otherwise agreed, we will write to you at your last known postal address.

12.11 Valuations and Reports

- 12.11.1 We will automatically provide you with a yearly valuation following each Policy anniversary.
- 12.11.2 Any further valuation you may request will be provided subject to a charge in accordance with our current scale as published by the Company at its absolute discretion.

12.12 Revenue Approval

This Policy is a contract approved by the Revenue Commissioners under Part 30, Chapter 2 of the Taxes Consolidation Act, 1997 and no alterations to the terms of this policy will be permitted unless approved beforehand by the Revenue Commissioners. No benefit payable from this policy shall be capable of being surrendered, commuted or assigned except as permitted under Part 30, Chapter 1 of the Taxes Consolidation Act, 1997. The amount of any benefits payable may not exceed the maxima permitted by the Revenue Commissioners.

12.13 Nature of Policy and Cessation of Benefits

- 12.13.1 This Policy does not provide a defined benefit on retirement and AXA Life Europe Limited is no responsible for fulfilling any such type of benefit. On the payment of Benefits under Conditions 7, 9, 10 or 11 all rights to further benefits cease.
- 12.13.2 No Benefit will be provided under your Policy if you, or anyone acting on your behalf, uses any fraudulent means in order to obtain any benefit under your Policy. In such an event, we reserve the right to cancel your Policy and take any actions that we may deem proper.

12.14 Complaints

If you wish to complain about any aspect of the service you have received, please contact us directly.

If your complaint is not dealt with to your satisfaction, you may refer your complaint to:

Financial Services Ombudsman's Bureau
3rd Floor, Lincoln House,
Lincoln Place,
Dublin 2.
Lo-call: 1890 88 20 90
Fax: 01 662 0890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

Making a complaint will not prejudice your right to take legal proceedings.

13 Law

- 13.1 The contract between you and us is written on the basis of the details given in your application and any other written statement which has been made by the applicant for the Policy.
- 13.2 The Policy Schedule and Conditions except in so far as they may be varied as described in this document contain all the terms of the contract and we accept liability solely in accordance with such terms.
- 13.3 We shall not have any liability in respect of any alleged conditions, warranty, representation or statement whatsoever differing from these terms whether expressed or implied or whether collateral hereto or otherwise.
- 13.4 Your Policy shall be governed by and construed in accordance with the laws of Ireland and the Irish Courts shall have exclusive jurisdiction in respect of any dispute. Any waiver of such exclusive jurisdiction shall be in the absolute discretion of the Company.
- 13.5 AXA life Europe Limited is regulated by the Central Bank of Ireland. It is registered in Ireland, number 410727 and its registered office is:
- Wolfe Tone House,
Wolfe Tone Street,
Dublin 1.

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