

Add1  
#Add2  
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#postcode

#DATE

**Scheme name** #SCHEME NAME  
**Scheme number** #SCHEME NUMBER  
**Financial Adviser** #FINANCIAL ADVISER

Dear Trustee

We previously wrote to you about IORP II, the EU Directive on the activities and supervision of institutions for occupational retirement provision. We explained what IORP II is and what it means for you as a trustee. Regulatory updates are never an easy read, so we've tried to make this as simple and straightforward as possible. It's important that you understand the choices available to you and the steps you need to take, once you decide what to do about your scheme.

## Refresh your memory – what is IORP II

IORP II is an EU Directive that set new requirements for occupational pension schemes. Legislation was passed into law in April 2021 in Ireland. IORP II has changed the occupational pension regulatory landscape, enforcing significant compliance demands on trustees. Trustees of occupational pension schemes are, in general, expected to provide for enhanced administration and governance that will incur substantial ongoing cost. For more detailed information about these regulatory requirements, you can refer to **Your guide to IORP II** on [standardlife.ie/IORPguide](https://standardlife.ie/IORPguide)

## Your choices


As trustee it's important that you always keep the member's best interests in mind. You can choose from the options outlined below.

1. Maintain the current scheme and take the necessary steps to become IORP II compliant.
2. If you do not wish to accept the ongoing additional responsibilities and costs associated with being IORP II compliant you can choose to wind up the existing scheme and transfer or assign the member's policies to an alternative arrangement. The alternative options for winding up the scheme include:
  - transfer to another occupational pension scheme (including a master trust from another provider)
  - transfer to a Personal Retirement Savings Account (PRSA)
  - transfer to a Buy Out Bond (BOB)
  - assign the policy to the member

Members can also choose to retire if the circumstances are right.

 [standardlife.ie](https://standardlife.ie)

 [customerservice@standardlife.ie](mailto:customerservice@standardlife.ie)

 **01 639 7090**  
(9am - 5pm, Mon - Fri)  
Have your policy number ready.  
Calls may be monitored and/or recorded to protect both you and us and help with our training.  
Call charges will vary.

 Standard Life  
90 St Stephen's Green  
Dublin D02 F653

## Assign to the member

Standard Life has been working on an assign to member option as an alternative choice for **group pension schemes on wind up**. Assigning a policy simply means transferring the ownership to another person. In the case of this pension, the policy owner is currently you, the trustee, but once assigned, each member becomes the policy owner for their own policy. Following the assignment, policies are treated like buy out bonds.

If the assign to member option is chosen it is a requirement that **contributions to the scheme's policies are stopped**, if they are currently receiving contributions, and cannot be restarted in the future. If members wish to continue saving for their retirement, a new pension arrangement will need to be put in place for future contributions.

This option was developed with members who are invested in with-profits in mind. It allows accrued funds to remain invested in their current with-profits fund(s), where applicable and does not impact on any investment guarantees those funds may have, as it allows the current scheme to wind up **without a unit price adjustment (UPA) being applied to members' policies**. A unit price adjustment (UPA) is an adjustment factor which is usually applied to a member's fund if they leave the scheme before the normal retirement age or in the event of a scheme wind up.

## Important considerations before choosing an option

It is important that you consider all of the options available to the scheme and discuss them with a financial adviser to make the best decision for the members. For schemes where contributions are being paid into the members' policies, there are some important considerations if you choose to wind up the existing scheme:

- If a member wants to continue saving for their retirement, they will no longer be able to invest future contributions to their current policy, or in Standard Life with-profits funds as they are no longer available for new investment, and will need to consider the cost of setting up a new policy, including ongoing charges, as well as the investment choice available to them
- Some policies may have additional risk benefits, such as disability benefit, premium protection or life cover, which will stop once contributions to the current policy cease. If the employer and members want to have these in place, a new plan should be set up before stopping contributions to the current policy. Trustees should speak with the member and the employer about what this means, if they want to avail of these features, if they can get cover elsewhere and the cost of setting up an alternative policy. Standard Life no longer provides these types of policies

**Your decision will impact the members and the scheme employer, so it's important that you get advice and consider the risks and benefits of all the options when making your decision. You'll find details of each member's policy enclosed with this letter.**

## Assigning to the members

You should consider all the options available together with the scheme employer and your financial adviser. Having done this, if you choose to assign to member option, we have put together tailored documents to help you with this unfamiliar process and enclosed them in this pack. You can read about how to use them at the end of this letter.

## What happens then?

Once you've taken the steps outlined, your work is done and it's over to us. Standard Life will process the assignment of the member's policy and confirm this in writing to you and the member.

## **Get advice**

It's always a good idea to get advice particularly on any legal, tax and financial questions you may have when considering complex regulatory requirements like this. Standard Life can give you factual information, answer any technical questions about your scheme and carry out your instructions, but we're unable to give you advice. For advice on the best options for the scheme and its members, we'd recommend speaking with a financial adviser.

If you don't have an adviser, you can find one in your area by visiting [brokersireland.ie](http://brokersireland.ie) or calling Brokers Ireland at (01) 6613067.

Yours sincerely

**Sanjeev Kopan**

Head of Proposition

## Assigning the policy to the member

If you've decided to assign the scheme's policies to the scheme's members, we've put together tailored documents to help you with this unfamiliar process. Here's what you'll need to do:

1. Read the '**Assigning a policy to a scheme member**' guide enclosed in this pack for more detailed information, and to ensure you're still satisfied that this is the right option for your scheme.
2. Complete the documents '**How to assign a policy to a scheme member**', **Part A and Part B**. These should be completed at the same time. We've provided a list of your scheme's members together with details of their policies, which you can use to complete Part B for each member.
  - **Part A** contains documents marked with a **blue tab** and **should be returned to Standard Life**. You should also keep a copy for your own records. It is divided into the following sections:
    - Scheme information
    - Amendments to scheme rules and policy provisions
    - Instruction to Standard Life to stop collecting contributions
    - Employer notice to trustee to discontinue contributions
    - Wind Up Declaration
    - Contact details for scheme members
    - Instruction to Standard Life to assign the policies to the members
    - Trustee declaration

All sections must be signed by either you, as trustee, or the scheme employer, or both, in order to assign the scheme's policies to the members and complete the scheme wind up.

- **Part B** contains documents marked with a **pink tab** and **a copy of this should be sent to each member** in the scheme. It is divided into the following sections:
  - Scheme information
  - Notice of intention to wind up the pension scheme
  - Employer notice to member to discontinue contributions
  - Member's form to confirm contact details (Member will return this form to the trustee)

### You will post a copy of this to each member together with

- Details of their policy(s), including unit and transfer values, and details of life or disability cover and/or contribution protection (if they apply to the member's policy)
- A copy of **What assigning the policy to the member means** (A2MKF)

As with Part A, all sections must be signed by either you, as trustee, or the scheme employer, or both.

Details of the purpose of each section, who needs to sign it and where to send the documents are included in '**How to assign a policy to a scheme member**', **Part A and Part B**. However, if you have questions about completing this pack, please call us on (01) 6397090, we'll be happy to help.

# Assigning a policy to a scheme member

# Background

IORP II is an EU Directive on the activities and supervision of institutions for occupational retirement provision.

Meeting the requirements of IORP II is a substantial undertaking and will lead to significant additional costs being levied on a scheme and its members. These requirements include:

- changes to how information about the scheme is disclosed and who can access it
- appointing key function holders with specialist skills in risk management and internal audit, as well as having a qualified trustee
- having clear written policies for the scheme and
- a risk assessment process which includes ongoing monitoring and reporting through the use of an annual compliance statement

If a scheme does not wish to incur these additional costs and increased responsibilities on an ongoing basis, the scheme should wind up and transfer or be assigned to an alternative arrangement. The Pensions Authority monitors compliance with all provisions of the Pensions Act. Persons found guilty of an offence under the Act are normally liable:

- on summary conviction to a fine not exceeding €5,000 or to imprisonment for a term not exceeding one year, or to both, or
- on conviction on indictment to a fine not exceeding €25,000 or to imprisonment for a term not exceeding two years, or to both

“Your guide to IORP II (IORPTROB)” provides more information about these regulations and details of the options available for your scheme. You can read it by visiting **[standardlife.ie/IORPIIguide](https://www.standardlife.ie/IORPIIguide)**

Depending on the circumstances, the options on winding up the scheme are:

- assign the policy to the member
- transfer the member’s benefits to another occupational pension scheme of which they are a member (which includes master trusts)
- transfer to a Personal Retirement Savings Account (PRSA)
- transfer to a Buy Out Bond (BOB)
- the member can retire if circumstances are right

# Alternative option

Standard Life has been working on an alternative option for **group pension schemes. This alternative is to assign the existing policies to the scheme's members.** Assigning a policy simply means transferring the ownership to another person. The trustee is the policy owner of all the policies in a scheme, however, once assigned, the member becomes the owner of their own policy. Following the assignment, the policy is treated as a buy out bond.

Contributions to the member's policy(s) must stop so that the assignment can take place and they cannot be restarted in the future. If the member wishes to continue saving for retirement, they should, together with their employer, set up an alternative retirement savings plan. They should speak with a financial adviser for advice about their options.

This option was developed with members who are invested in with-profits in mind. It allows the member's accrued funds to remain invested in their current with-profits fund(s) and does not impact on any investment guarantees those funds may have as it allows the current scheme to wind up without a unit price adjustment (UPA) being applied to the members' policies. A unit price adjustment (UPA) is an adjustment factor which is usually applied to a member's fund if they leave the scheme before the normal retirement age or in the event of a scheme wind up.

**However, the member will no longer be able to access with-profits funds for future contributions if they set up a new policy with Standard Life to continue saving for retirement, as these funds are not available to new investments.**

This additional option is also available to schemes invested in unit-linked investments.

**Some policies may have additional risk benefits, such as disability benefit, premium protection or life cover, which will stop once contributions to the current policy cease. Trustees should speak with the member and the employer about what this means, if they want to avail of these features, and if they can get cover elsewhere.**



## 1. What does assigning a policy mean?

Assigning a policy simply means transferring the ownership to another person. For group pensions the trustee owns the policies in the scheme. Assigning to the member means that each member is assigned their own policy and becomes the policy owner for that policy. They will benefit from the same options at retirement as they do under the scheme, including a tax-free lump sum within certain limits and a pension income. Once the policy is assigned Standard Life will only communicate with the member about their policy. For this reason, it is an essential requirement that we are provided with up-to-date contact details for the member for the assignment to proceed.

## 2. Who can use the assignment to the member option?

This option is available to group schemes.

The sponsoring employer or corporate trustee for the scheme cannot be a dissolved corporate entity as a valid representative is required to sign documentation on their behalf.

## 3. Are there any changes to the policy?

If contributions are being paid into the scheme's policy(s), they must stop, which is required to allow the assignment to go ahead. Once assigned no further contributions will be allowed. The member will have the same options at retirement as they do under the current scheme and should they die in service their accumulated fund will be paid to their estate. The policy will be treated like a buy out bond once it is assigned to the member. Read "What assigning the policy to the member means" to understand what this means for them.

If there are additional risk benefits, such as life cover or premium protection, these will cease once contributions stop and the employer and member should arrange for alternative cover. They should speak with a financial adviser about their options. Standard Life no longer provides these types of policies.

Standard Life will communicate with the member directly once the assignment is complete. Trustees will need to provide us with the member's contact details, for us to do this. It is important that trustees make the member aware of this. Once assigned, we'll send a benefit statement to them each year.

#### 4. What happens with the trustees?

By assigning the policy to the member, the scheme trust is wound up and the trustees transfer the ownership of each policy to the relevant member. The trustees have no further involvement with the policy in the future and will no longer be subject to IORP II requirements.

#### 5. What if the member wants to continue saving for retirement?

The member will need to set up a new alternative pension savings policy. They should speak with their employer and their financial adviser about the options available.

#### 6. What impact does this have to the member's investments?

Once contributions are stopped, the member's accrued funds will remain invested in the funds they are currently in. They will not be able to contribute to the policy in the future.

Some with-profits funds carry a potentially valuable guarantee, which applies on retirement or after the originally selected retirement date. This will remain intact for the accrued funds, once the assignment is complete. **If the member sets up a new policy with Standard Life to continue saving for retirement, they will not be able to access with-profits for future contributions and therefore will not have access to any guarantees those funds offer, as these funds are not available to new investments.**

#### 7. What happens to any additional risk benefits that may be on the policy?

**Once contributions to the policy are stopped, it means that any additional risk benefits (life cover, disability cover and premium protection) also cease. If these features are required by the employer and the members a new plan should be set up before stopping contributions to the current policy.**

You should speak with your financial adviser and the scheme employer about what this means, if you want to avail of these features, if you can get cover elsewhere for the member(s) and the cost of setting up new cover. Any new policy will require details of the member's health before providing cover. Age is also an important factor as it can impact on both the availability and cost of cover. Standard Life no longer provides these types of policies.

## 8. How do I stop contributions to the policy?

This is included as part of the documentation needed to complete the assignment and scheme wind up.

Remember any additional risk benefits, such as life cover, disability cover or premium protection will cease, so if the employer or member still want such cover, they will need to make alternative arrangements ahead of contributions stopping.

If you decide that assigning the policy to the member is the option for your scheme, you'll find all the documents you need on **standardlife.ie/iorpii**

Your decision will impact the member and the scheme employer, so it's important that you have taken advice and considered the risks and benefits of all the options available when making your decision. If you decide that you would like to wind up the scheme and transfer the benefits to an alternative arrangement, a financial adviser can guide you through the paperwork required, depending on the option that you choose to pursue.

## 9. What if the member's contact details are not available?

The member's address is required for the assignment to take place. It is needed so that the member can receive a personal benefit statement for their policy each year. The assignment cannot proceed until Standard Life has received a correspondence address for each member of the scheme.

## 10. Does the member need to give their consent for the assignment to take place?

No, member consent is not required. On scheme wind up, the Pensions Act provides that trustees can effect a transfer of ownership without member consent once members are notified.

## 11. Does the entire scheme need to be assigned at the same time or can it be assigned one policy at time?

All the policies of the scheme must be assigned to the relevant members at the same time. This is because the scheme is in wind-up.

# Important considerations when choosing the assign to member option

- Once the policy is assigned, the member is the policy owner and is responsible for making the decisions that will impact their savings for retirement
- If contributions are still being paid to the member's policy, they must stop for the assignment to take place
- If the employer or member wants to continue saving for their retirement, they will need to start a new retirement savings plan. Any new plan will have different features, investment choices and charging structure from their current plan, so it's important to review all the risks and benefits before making your final decision
- **Some policies may have additional risk benefits, such as disability benefit, premium protection or life cover, which will stop once contributions to the current policy stop. If you or the member or scheme employer want to have these in place, you will need to set up a new plan before stopping contributions to the current policy. In some cases it may not be possible to get cover under a new policy. You should speak with the member and the employer about what this means and if they want to avail of these features and if they can get cover elsewhere. Standard Life no longer provides these type of policies**
- For members invested in with-profits, it allows them to remain invested in their current with-profits fund(s) and does not impact on any investment guarantees those funds may have. However, if they wish to continue to save for retirement, they will need to start a new retirement savings plan for any future contributions. Standard Life's with-profits funds are not available to new investment, so it's important to consider the impact this will have on future contributions and the alternative investment options available to the member

Read "What assigning the policy to the member means" for more information. It outlines what it is for the policy to be treated like a buy out bond. You'll find it on [standardlife.ie](https://www.standardlife.ie).

# Other important information

## Member information

Once the scheme's policies are assigned, Standard Life will continue to administer the member's policies. To ensure we can fulfil our legal obligations to provide a statement to members each year or to contact them about their policy, you will need to provide us with the member's contact details.

**The policy assignment and scheme wind up cannot go ahead unless we have this information.**

You can either return this to us by post by emailing us at **customerservice@standardlife.ie**.

The scheme employer may also have an adviser appointed to the scheme and they will remain as the adviser to the member's policy unless a different financial adviser has been appointed by the member. Information about the member's policy may be shared with them.

When informing the member of your intention to wind up the scheme you should tell them this and let them know they can appoint a different financial adviser. Information shared can include all policy information, such as policy numbers, dates of birth, employer and employee contributions and fund values.

## Your privacy matters

Learn about the use of your personal information in Standard Life's Privacy Policy. This clarifies why and when your data is collected, how it's utilised, when shared, and the security measures in place. Discover how to access your information and manage its use. To read Standard Life's Privacy Policy visit: [standardlife.ie/privacy](https://www.standardlife.ie/privacy)

## Other assets of the scheme

It is important that you have considered any other assets which the scheme holds, which are not part of the policy. An example may be shares that were issued as part of Standard Life's demutualisation in 2006.

While you explore any actions required for these assets, you can still begin the process of assigning to the member, by engaging with the scheme employer and the scheme member and confirming the member contact details which will be required by Standard Life to correspond directly with the member in the future.

We recommend that you get independent financial advice on the options you may have for such assets and what these would mean for your scheme. You should get advice on selling any other assets the scheme holds, the impact for members, and also to understand how long it will take, so you can add it to the timescale required to complete the scheme wind up and assignment.



# Get Advice

You may want to get legal, tax and financial advice on questions you have about assigning the policy to the member. Any decision that impacts a member's options and their retirement savings needs careful consideration. The regulations require that trustees maintain effective governance and internal controls that always protect the interests of the scheme members. So, it's important to get professional advice on the best options for the scheme and its member.

If you don't have a financial adviser, Brokers Ireland can help you find one.

Visit **brokersireland.ie**  
or call them at **(01) 661 3067**

Standard Life can give you factual information, answer any technical questions about your policy and carry out your instructions, but we're unable to give you advice or make recommendations.

Standard Life International dac is regulated by the Central Bank of Ireland.

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SCOZ0424042402-001



# Assigning a scheme's policies to its members

## Part A

Documents to return to Standard Life

Use where scheme number begins with 7 and member number begins with 501 (AVC) or 502

## What is this form for?

**Use this form to wind up an occupational pension scheme and assign the policies for that scheme to its members.**

This is **PART A**, which you will return to Standard Life.

**PART B** is a separate document. It contains information that you must send to the scheme's members.

Complete both parts at the same time.

## What's in Part A?

It contains the following

- 1 Scheme information
- 2 Amendments to scheme rules and policy provisions
- 3 Instruction to Standard Life to stop collecting contributions
- 4 Employer notice to trustee to discontinue contributions
- 5 Wind Up Declaration
- 6 Instruction to assign the scheme's policies to the members
- 7 Contact details for scheme members
- 8 Trustee declaration

Details of the purpose of each of these is provided at the top of each section.

## Who needs to sign this form?

**Both you as trustee and the scheme employer must complete this form.** Details of where you need to sign are marked throughout the document.

This document contains information that you, as trustee, and the scheme employer must complete in order to assign the scheme's policies to its members.

As trustee, it is your responsibility to ensure all activity for the scheme is carried out correctly.

You may be both the scheme trustee and the scheme employer, but if you are not the scheme employer, you must engage with the employer for them to sign some of the sections in this document in order to complete the assignment and wind up the scheme.

For more information read "Assigning a policy to a scheme member".  
You'll find this on [standardlife.ie](https://www.standardlife.ie)



For corporate trustees an authorised signatory must be a director, principal shareholder or company secretary

## Where do I send this form?

When you have completed all the sections in Part A return it to Standard Life by email or post.



### Email

**customerservice@standardlife.ie**

Make sure to include the scheme number in the subject line of your email.



### Post

**Standard Life,  
90 St Stephen's Green,  
Dublin, D02 F653**

Once Standard Life receives the member's contact information, along with the relevant documents, we'll process the assignment of the member's policy and confirm this in writing to you and the member. We'll also let the Pensions Authority know that the scheme has been wound up.

If you choose to send emails to us, you do so at your own risk because there can be no guarantee that we will receive any email that is sent to us, or that the content of the email will remain private or unaltered during its transmission to us. We will accept no liability for any loss or damage you, the scheme employer or the scheme member(s) may suffer as a result of this. If this causes concern, you may prefer to contact us by telephone or post.



## Section 2:

### Amendments to scheme rules and policy provisions

This section confirms the scheme rules and policy provisions have been updated to allow the assignment to go ahead and must be signed by the trustee and the scheme employer.

#### Part 1: Amendment to Policy Provisions for Executive and Group Pension Plan Policies

Standard Life International DAC, as the issuer of the scheme named in Section 1 and Trustees named in Section 1 as the Person Assured under the policy, hereby amend the policy provisions by the replacement of the existing Provision 16 with the following new Provision 16:

#### 16 Transfer to another policy

This Provision sets out the conditions for a transfer of a Member's benefits to another policy.

- (1) This Provision applies where, before a Member's Benefit Date (and before the date the Member dies), you wish us to either
  - (a) apply some or all of that Member's Policy Proceeds as a premium to a policy with another Life Office in accordance with the Rules, or
  - (b) transfer, without encashment, the units held under this policy and allocated in respect of that Member, to another policy with us as a premium payment under that policy.
- (2) The policy to which the Member's Policy Proceeds or the units held under this policy in respect of the Member (as applicable) are transferred is referred to as the 'receiving policy' for the purposes of this Provision.

#### Application of a Member's Policy Proceeds under section (1)(a)

- (3) If we apply the Member's Policy Proceeds in accordance with section (1)(a) of this Provision or pay the Member's Policy Proceeds to you, that part of your policy for that Member will be cancelled and no benefits will be payable under this policy in respect of that Member.
- (4) Where you instruct us to apply the Member's Policy Proceeds in accordance with section (1)(a) of this Provision, you must choose a receiving policy that will provide benefits for the Member and/or their Dependants which will be payable at one of the Life Office's branches in the Republic of Ireland.
- (5) You may normally choose the date that this Provision applies but you cannot choose a date earlier than the day after we receive your instructions. We may, in exceptional circumstances, delay any cancellation of units in terms of Provision 17 (Protection of other policyholders).
- (6) If in order to comply with benefit limits, you are unable to instruct us to pay the whole of the proceeds to another Life Office, we will pay any excess to you.



## Transfer of units to another policy with us under section (1)(b)

- (7) Where you instruct us to make a transfer under section (1)(b) of this Provision, we will re-allocate the units allocated under this policy in respect of the Member to the receiving policy incepted or to be incepted with us.
- (8) If we transfer units allocated in respect of a Member to another policy with us in accordance with section (1)(b) of this Provision, that part of your policy for that Member will be cancelled and no benefits will be payable under this policy in respect of that Member.
- (9) You may normally choose the date that this Provision applies but you cannot choose a date earlier than the day after we receive your instructions.

[Return to Standard Life](#)

**Signed:**

<b>For and on behalf of Standard Life International DAC</b>	<b>For and on behalf of the Trustees named in Section 1</b>

 Trustee signature

## Part 2: Amendment to Plan Rules

### Amendment to be made to Plan Rules to facilitate assignment to the Member of the Policy held in respect of them under the Plan on wind-up

The Employer named in Section 1 acting as the Principal Employer of the Scheme Named in Section 1 (the “**Plan**”) and in accordance with the power of amendment vested in the Principal Employer under Clause (F) of the Declaration of Trust establishing the Plan hereby amends the Rules of the Plan as follows:

- 1. By inserting the following new paragraph in rule 27 underneath the existing paragraph:

“As an alternative to applying the proceeds of the policy as set out above the Trustees may transfer any policy relating to a Member into that Member’s name, so that the Member becomes the Person Assured under the policy. Following such transfer, the Member will not be entitled to any benefits under the Plan and the Trustees will not have any further liability in respect of that Member or arising from such assets after the transfer is made.”.

- 2. By inserting a new Rule 29 as follows:

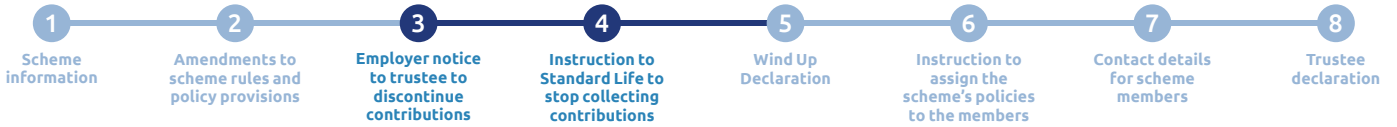
#### “(29) Winding Up Events

The Plan shall be wound up upon service by the Principal Employer under Rule (5) of written notice to the Trustees and the Members of its intention to discontinue contributions to the Plan in whole.”.

**Signed:**

<b>For and on behalf of the Employer named in Section 1</b>

 Employer signature



**Return to Standard Life**

## Section 3:

### Instruction to Standard Life to stop collecting contributions

The trustee **completes this section only where contributions are currently being paid to the scheme's policies for members**. Contributions must stop in order to allow the assignment to go ahead.



Please tick checkbox

Stop all contributions to the policies of the scheme named in Section 1.

**Collect the final contributions on**

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MM YYYY

## Section 4:

### Employer notice to discontinue contributions

**Do not skip this section even if contributions are not being paid.** This is a legal requirement to formally begin the scheme wind up. This notice must also be issued to each member and is included with the form "Assignment of a scheme's policies to the scheme member – Part B Member information"

In accordance with the Rules governing the Plan, we hereby notify you of our intention to discontinue in whole our contributions to the Plan with effect from



This date must be a date after the date noted in Section 3

**Date**

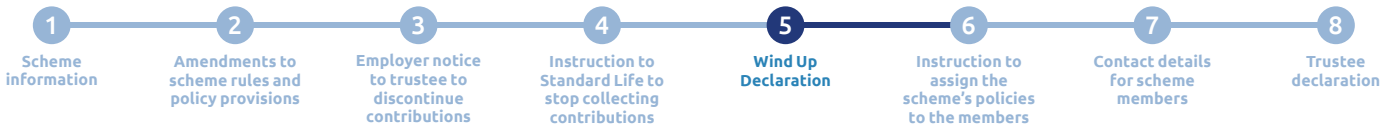
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**Signed:**

**For and on behalf of the Employer named in Section 1**



Employer signature



## Section 5: Wind Up Declaration

[Return to Standard Life](#)

This section completes the wind up of the existing scheme and must be signed and dated once you have notified the scheme members of your intention to wind up the scheme.

This Wind-Up Declaration is made by **the Trustees of the scheme named in Section 1** (the "Trustee") acting in **[its / their]** capacity as the **[trustee / trustees]** of the **scheme named in Section 1** (the "Plan") on

DD MM YYYY **insert the same date as in Section 4**

1. The Trustee notes the intention of the Plan's Principal Employer to discontinue contributions to the Plan in whole with effect from the above date, and that the Plan has gone into wind-up with effect from that date.
2. The Trustee hereby resolves to transfer each Executive and Group Pension Plan policy held by the Trustee in respect of the Plan into the name of the Member to which the policy relates and to assign all rights under the policy to the relevant Member, in order to secure the Member's benefits under the Plan.
3. The Trustee notes that, upon the completion of the transfer of all policies held by the Trustee in respect of the Plan to the relevant Member to which each such policy relates so that the relevant Member becomes the Person Assured under the policy, the liabilities of the Plan will have been fully secured and all remaining assets of the Plan will have been disposed of, and on that basis the wind-up of the Plan will be complete.

**Signed:**

**For and on behalf of the Trustees named in Section 1**

 Trustee signature



**Return to  
Standard Life**

## Section 6:

### Instruction to transfer policies to members

This section is completed by the trustees of the scheme, requesting that Standard Life transfer each individual policy within the scheme to the name of the relevant member (who will receive retirement benefits from it), so that the member becomes the policy owner.



Please tick checkbox

- Assign the individual policies for the scheme named in Section 1 to the member to whom they relate, so that the relevant member becomes the policy owner for that policy.



Trustee signature

**Signed:**

**For and on behalf of the Trustees named in Section 1**





## Section 7:

### Contact details for scheme members

[Return to Standard Life](#)

Standard Life will communicate with each member directly once the assignment is complete. You will need to provide us with the members' contact details, for us to do this. It is important that you make the member aware of this. Once assigned, we'll send a personal benefit statement to them each year.

**It is a requirement that Standard Life receive a correspondence address for every member of the scheme. The assignment cannot proceed until these have been received.**



Alternatively you can download a spreadsheet from our website which you can use to complete the member details and return it to us at [customerservice@standardlife.ie](mailto:customerservice@standardlife.ie).

If you choose to send emails to us, you do so at your own risk because there can be no guarantee that we will receive any email that is sent to us, or that the content of the email will remain private or unaltered during its transmission to us. We will accept no liability for any loss or damage you, the scheme employer or the scheme member(s) may suffer as a result of this. If this causes concern, you may prefer to contact us by telephone or post.

The scheme employer may have an adviser appointed to the scheme currently and they will remain as the adviser to the member's policy(s) unless a different financial adviser is appointed by the member. You will need to confirm to Standard Life that you have informed the member about this. Information about the member's policy(s) may be shared with the financial adviser, including policy numbers, dates of birth, employer and employee contributions and fund values.

**Member 1**

**Policy Number(s):**

Policy number 1

Policy number 2

Policy number 3

Member Name

Member Address

Eircode

Member Email

Member Tel

**!**

If there are more than 6 members you can either

1. Copy this page and complete for the additional members or
2. Download a template spreadsheet from [standardlife.ie](http://standardlife.ie) which you can complete and email to us at [customerservice@standardlife.ie](mailto:customerservice@standardlife.ie)

**Member 2**

**Policy Number(s):**

Policy number 1

Policy number 2

Policy number 3

Member Name

Member Address

Eircode

Member Email

Member Tel

**Member 3**

**Policy Number(s):**

Policy number 1

Policy number 2

Policy number 3

Member Name

Member Address

Eircode

Member Email

@

Member Tel

**Member 4**

**Policy Number(s):**

Policy number 1

Policy number 2

Policy number 3

Member Name

Member Address

Eircode

Member Email

@

Member Tel

**Member 5**

**Policy Number(s):**

Policy number 1

Policy number 2

Policy number 3

Member Name

Member Address

Eircode

Member Email

@

Member Tel

**Member 6**

**Policy Number(s):**

Policy number 1

Policy number 2

Policy number 3

Member Name

Member Address

Eircode

Member Email

@

Member Tel

## Section 8: Trustee declaration

[Return to Standard Life](#)

As trustee I confirm

- I have informed both the scheme employer and member of the impact of stopping contributions to this policy(s), any risk benefits (for example, life cover, disability benefit, and/or premium protection cover) associated with this policy(s) will be cancelled and, that if setting up a new policy for future contributions, Standard Life's with-profits funds will not be available as an investment choice
- I have sent a notice to each scheme member notifying them of my intention to wind up this scheme and the scheme employer has signed the notice to the member to discontinue contributions in Section 4 of that document
- I have obtained up to date correspondence addresses from the member within the last 6 months
- I have informed the members that the financial adviser to this scheme (if there is one) will remain on their policy once the assignment is complete. I have also informed them that they can appoint an alternative financial adviser if they wish. Details of their policy may be shared with the named financial adviser
- I confirm the information contained in this document is true and accurate and I have completed the steps required to assign the members' policy(s) to them



Please tick checkboxes

**Signed:**

**For and on behalf of the Trustees named in Section 1**                      **Date** DD MM YYYY



Trustee signature  
For corporate trustees an authorised signatory must be a director, principal shareholder or company secretary





# Checklist

- You and/or the Scheme Employer have completed all the sections in Part A and they are correctly dated
  
- Part B has been sent to the scheme member which includes
  - Notification of intent to wind up the scheme
  - Employer's notice to discontinue contributions
  - Confirmation of the member's contact details and financial adviser
  
- You've spoken with the member and scheme employer about what assigning the policy to the member means and discussed the loss of risk benefits (life cover, disability cover or premium protection) if they apply to the current policy outlining what that means for them and discussed setting up alternative cover if they still require it
  
- You've provided Standard Life with the member's contact details

Once you've sent a copy of Part B to each member of the scheme and completed all sections in Part A return Part A to Standard Life by email or post.



**Email**  
[customerservice@standardlife.ie](mailto:customerservice@standardlife.ie)



**Post**  
Standard Life,  
90 St Stephen's Green,  
Dublin, D02 F653



# Assigning a scheme's policies to its members

## Part B

Documents to send to each scheme member

### What is this form for?

**Use this form to wind up an occupational pension scheme and assign the policies for that scheme to its members.**

This is **PART B**, which you will complete and send to each of the scheme's members.

**PART A** is a separate document. You will complete this and return it to Standard Life.

Complete both parts at the same time.

### What's in Part B?

It contains the following sections

- 1 **Notice of your intention to wind up the pension scheme**
- 2 **Scheme information**
- 3 **Employer notice to member to discontinue contributions**
- 4 **Member's policy information**
- 5 **A form for the member to complete and return to you, the trustee**

Details of the purpose of each of these is provided at the top of each section.

## Who needs to sign this form?

**Both you as trustee and the scheme employer must complete this form.** Details of where you need to sign are marked throughout the document.

This document contains information that you, as trustee, and the scheme employer must complete in order to assign the scheme's policies to its members.

As trustee, it is your responsibility to ensure all activity for the scheme is carried out correctly.

You may be both the scheme trustee and the scheme employer, but if you are not the scheme employer, you must engage with the employer for them to sign some of the sections in this document in order to complete the assignment and wind up the scheme.

For more information read "Assigning a policy to a scheme member". You'll find this on **standardlife.ie**

## Where do I send this form?

Send a completed copy of this form to each of the scheme's members. Remember to

- Complete the details of their policy(s), including unit and transfer values, and details of life or disability cover and/or contribution protection (if they apply to the member's policy in Section 4 and
- Include a copy of the document "What assigning the policy to the member means (A2MKF)"  
You'll find this on **standardlife.ie**

The member should complete Section 5 and return it to you to confirm their contact information. This will be required by Standard Life to communicate with the member directly once the assignment is complete and to send a personal benefit statement to them each year. It is your responsibility as trustee to provide their contact details to Standard Life.

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Employer notice  
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details

## Section 1:

### Intention to wind up scheme

Date

Dear Member

The pension landscape in Ireland is complex and the introduction of an EU Directive on the activities and supervision of institutions for occupational retirement provision (IORP II) has brought additional regulations which have a significant impact on occupational pension schemes. Meeting the requirements of IORP II is a substantial undertaking and leads to significant ongoing additional costs being levied on a scheme and its members.

As trustees of this scheme, we have determined the best course of action is to wind up the current scheme trust and assign your retirement account into your own name. This allows you to retain your existing investments and avoids impacting any investment guarantees those funds may have. The policy going forward will be treated like a buy out bond. If contributions are being paid into to your policy they will stop and you will not be allowed to contribute to the assigned policy in the future. If you want to continue saving for your retirement, you, together with your employer, will need to look at an alternative option for your future contributions. You should consider this carefully as any new policy will have different features, investment choices and charging structures from this current plan, so it's important to review all your options before making your decision.

The following points provide information about what this means for your policy and what action you will need to take. Read these carefully.

#### What it means for your policy

- It is proposed to assign your accumulated retirement account into your own name
- All contributions to your policy will stop (if they are currently being paid) and no contributions can be added in the future
- **If you have additional risk benefits on the policy, such as additional life cover, disability benefit or premium protection, these will cease once contributions are stopped. Your employer will need to make alternative arrangements if they wish to continue this type of risk benefit**
- Following assignment, the policy is treated like a buy out bond. There will be no changes to your retirement benefits, and you will be able to access your pension fund in the same manner allowed under your existing policy provisions and revenue rules. On your death, the value of your policy is paid to your estate
- Your retirement account will remain invested in the same fund(s) and the same investment options will continue to be available
- This option is available to policies invested in unit-linked investments, and those invested in with-profits
- For members invested in with-profits, it allows your accrued pension pot to remain invested in your current with-profits fund(s), and does not impact on any investment guarantee those funds may have
- However, you cannot choose with-profits as an investment option on any new Standard Life pensions, such as a PRSA, as it is no longer available to new investment
- Your retirement account will continue to be administered by Standard Life

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## For member to retain

For more information read “**What assigning the policy to the member means**”, enclosed with this letter.

### Action you need to take

As trustees, we will have no further involvement with the policy in the future once it has been assigned to you. Standard Life will continue to administer your policy. They require your address, phone number and email to contact you in the future about your policy and to send you a yearly statement to fulfil their legal obligations.

If there is a financial adviser associated with this scheme they are named in Section 2. They will remain named as adviser to this scheme once it has been assigned to you. Information about you and your policy can be shared with them. Information shared can include all policy information, such as policy numbers, dates of birth, employer and employee contributions and fund values. However, if you wish to appoint a different adviser you can. You can also appoint a new adviser if there is none detailed in Section 2.

**If you wish to update your contact information for this policy you should let us know. Complete Section 5 of this document and return it to us now.**

**We will then provide Standard Life with this information.**

### Your personal information

Learn about the use of your personal information in Standard Life through their Privacy Policy. This policy clarifies why and when your data is collected, how it’s utilised, when shared, and the security measures in place. Discover how to access your information and manage its use. To read Standard Life’s Privacy Policy visit: [www.standardlife.ie/privacy](http://www.standardlife.ie/privacy). Your privacy matters.

### Your policy

You can find information about your policy in Section 4 “Member policy information”.

### Get financial advice

You should talk with your employer and a financial adviser if you wish to continue saving for retirement. They’ll help you understand the options available to you. If you don’t have a financial adviser, Brokers Ireland can help you find one.

Visit [brokersireland.ie](http://brokersireland.ie) or call them at (01) 6613067.

Signed:

For and on behalf of the Trustees named in Section 2



Trustee signature



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For member to retain

### Section 3:

## Employer notice to discontinue contributions

This section is a legal requirement to formally begin the scheme wind up. It must be completed regardless of whether contributions are being paid or not.

In accordance with the Rules governing the Plan, we hereby notify you of our intention to discontinue in whole our contributions to the Plan with effect from

**Date**



Employer signature

**Signed:**

**For and on behalf of the Employer named in Section 2**



## Section 4:

### Member policy information

For member to retain

This section outlines important information about what it means for the policy to be assigned to you, the member. The table below contains information about your policy, prior to it being assigned to you.

Once the policy is assigned to you, you are the policy owner and are responsible for decisions that will impact your retirement savings. Your accrued pension pot remains in the policy until you retire, or you transfer the value of your pension to another arrangement\*. To complete the assignment all contributions to the policy are stopped and cannot be restarted. This is an important consideration if there are contributions being paid into your policy currently.

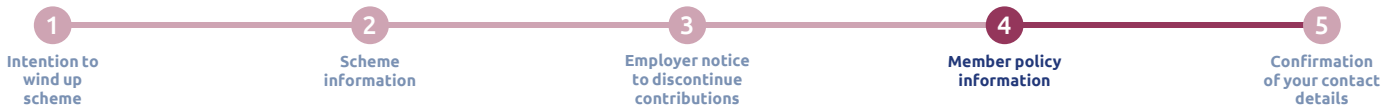
To continue saving for your retirement, talk to your employer and us as trustees. You will need to understand the impact of stopping payments to the current policy, and what it means to start a new alternative retirement savings plan. Future contributions cannot be invested in Standard Life with-profits, as these funds are no longer available to new investments. Other considerations include the cost of setting up a new policy, including ongoing charges, and the investment choice available.

**Some policies may have additional risk benefits, such as disability benefit, premium protection or life cover which will stop once contributions to the current policy cease.** If you have these on your policy, it will be detailed in the table on the next page.

To continue with these benefits a new policy should be set up before stopping contributions to the current policy. Any new policy will require details of your health, before providing cover and age is also an important factor as it can impact on both the availability and cost of cover. Standard Life no longer provide these types of policies.

You should talk with your employer, your financial adviser, and us as trustees about your options. If you don't have a financial adviser, Brokers Ireland can help you find one. Visit [brokersireland.ie](http://brokersireland.ie) or call them at (01) 6613067.

**\* You may be invested in with-profits. Some with-profits funds have potentially valuable guarantees, provided you meet the terms of your policy. However, if you transfer your policy to an alternative arrangement before your normal retirement date, you would lose these guarantees.**



**For member to retain**

## Your policy information

**Member**

**Scheme Number**

Policy Number	Unit Value <sup>1</sup> on [insert date]	Transfer Value <sup>2</sup> on [insert date]	Life Cover <sup>3</sup> Sum Assured [insert value or not applicable]	Life Cover <sup>3</sup> Expiry Date [insert date or not applicable]	Disability Benefit <sup>4</sup> [insert applicable or not applicable]	Disability Benefit Expiry [insert date or not applicable]
	€	€				
	€	€				
	€	€				

### Type of life cover if applicable (select one option only):

- A specified lump sum amount **or** the value of your pension fund. If you die before retirement, the lump sum payable will either be the unit value of your fund (and any with-profits final bonus, if applicable to your policy) at the date of death or the life cover amount shown, **whichever is greater**
- A specified lump sum **in addition to** your pension fund value. If you die before retirement, the lump sum payable will be the life cover amount shown, plus the unit value of your fund (and any with-profits final bonus, if applicable to your policy) at the date of death.

1. The unit value is the fund value of your policy on the date specified in the table above. No allowance has been made for future charges or investment performance. For investments in the Pension With Profits Fund, the unit value forms the basis for the minimum amount Standard Life will pay when guarantees apply.
2. The transfer value represents the fund value available if a transfer to another pension arrangement was required at the date shown. The transfer value shown above is **not guaranteed** and the amount available for transfer out at a later date could be higher or lower than the value stated.

The unit value and the transfer value to your policy remain intact, once the assignment is complete.





### 3. Life Cover.

This can be one of two options:

- a. It can be either a specified lump sum amount **or** the value of your pension fund. If you die before retirement, the lump sum payable will either be the unit value of your fund (and any with-profits final bonus, if applicable to your policy) at the date of death or the life cover amount shown, **whichever is greater**.

**or**

- b. It can be a specified lump sum **in addition to** your pension fund value. If you die before retirement, the lump sum payable will be the life cover amount shown, plus the unit value of your fund (and any with-profits final bonus, if applicable to your policy) at the date of death.

4. Disability benefit. If you become totally disabled, a regular payment may be made to your employer after the deferred period to enable the continuation of payment of an income to you, and/or to enable the continuation of regular pension contributions (not additional voluntary contributions) while you remain disabled and are still in service.

Contribution protection benefit ensures the continued payment of a regular contribution for you under the plan while you are unable to work due to total disability as a result of illness or injury.

Total disability, while in service, means you are unable to carry out your own or similar occupation and you are not following any other occupation for profit or reward.

**For member to retain**

**Warning: The value of your investment may go down as well as up**

**Warning: You will not have any access to your money until you retire**

**Warning: You may lose some or all of the money you invest**

**Warning: This investment may be affected by changes in currency exchange rates**

**Warning: Past performance is not a reliable guide to future performance**

Standard Life International dac is regulated by the Central Bank of Ireland. Standard Life International dac is a designated activity company limited by shares and registered in Dublin, Ireland (408507) at 90 St Stephen's Green, Dublin, D02 F653.

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## Section 5: Confirmation of your contact details

[Return to  
Scheme Trustee](#)

Standard Life will communicate directly with you once the assignment is complete and will send a personal benefit statement to you each year. You will need to confirm your contact details in the form on the next page for Standard Life to be able to do this.

The scheme employer may have an adviser appointed to the scheme currently and they will remain as the adviser to your policy(s) unless you appoint a different financial adviser. You will need to confirm that you understand this by completing the section below. Information about your policy(s) may be shared with the financial adviser, including policy numbers, dates of birth, employer and employee contributions and fund values.

### Your personal information

Learn about the use of your personal information in Standard Life through their Privacy Policy. This policy clarifies why and when your data is collected, how it's utilised, when shared, and the security measures in place. Discover how to access your information and manage its use. To read Standard Life's Privacy Policy visit: [www.standardlife.ie/privacy](http://www.standardlife.ie/privacy). Your privacy matters.



# What assigning the policy to the member means

When a policy is assigned to the scheme member, the policy is treated like a buy out bond. This document outlines what that means for your policy.

## **Your Policy**

Once the policy is assigned, you are the policy owner and are responsible for decisions that will impact your retirement savings. All contributions to the policy are stopped and cannot be restarted. Your accrued pension pot remains in the policy until you retire, or you transfer the value of your pension to another arrangement. If there were any risk benefits such as life cover, disability cover or premium protection, these stop once the contributions to the policy stop.

You should talk to a financial adviser about your policy, and if you wish to continue saving for retirement. They will help you understand your options and can answer any questions you may have. If you don't have a financial adviser Brokers Ireland can help you find one.

Visit [brokersireland.ie](http://brokersireland.ie) or call them on (01) 6613067.

## **How is my policy now like a buy out bond?**

A buy out bond (also known as a personal retirement bond) is a policy where you can transfer your pension fund if you leave a company pension scheme or if the pension scheme is being shut down. The trustees set up the buy out bond for you and put you in control, so they don't have to be involved any more. In the case of your pension, the assignment acts in the same way as a transfer payment to a buy out bond. All contributions to the policy must stop and cannot be restarted and your accrued pension pot remains in the policy.

Your policy gives you rights to receive the policy proceeds or death benefits in accordance with Irish pensions legislation which may be in force at the time.

The amount of money you get back will depend on the investment performance of the assets linked to the policy less charges and taxes applied.

Standard Life will continue to administer the policy and will issue a personal benefit statement to you each year.

## When can you take your pension benefits?

Benefits can be accessed from your normal retirement date. Early retirement is permitted from age 50 subject to Revenue rules.

## Are returns guaranteed?

Returns are not guaranteed and any figures that you receive in your personal benefit statement are not guaranteed, they are not minimum or maximum amounts. You could get back more or less than the projected benefits.

What you get back depends on the performance of the assets linked to your policy less charges and taxes applied.

## Can the policy be cancelled or amended by the insurer?

We may change the terms of the policy (or issue another in its place) if:

- it becomes impossible or impractical to carry out any of the policy provisions because of a change in the law or regulatory environment or other circumstances beyond our control, or
- the tax liability of the Life Office is altered or we have to pay a Government Levy
- the type of assets which may be linked to the policy is varied with the effect that there may be a different range of assets which the Holdings can be composed of

Before we alter your policy, we will give you at least one month's notice explaining the change and your options. You must provide any information or evidence which we need to set up and administer the policy. The policy may be ended if you withhold material information or make an incorrect statement.

## Investment choice

Your accrued pension pot will remain invested in the funds they are currently in once the assignment is complete. The investment options for your policy remain unchanged and you have the choice of several funds with differing levels of risk and volatility. For a list of the available funds for your policy and details of how to switch visit [standardlife.ie/fundrange](http://standardlife.ie/fundrange).

You should speak with a financial adviser about your options.

## Charges

All charges on the policy will remain in place, with the exception of those that are being paid to cover any risk benefits (such as life cover, disability cover or premium protection). The charges that apply to your policy are outlined in your personal benefit statement.

We regularly review our charges and sometimes we need to increase them to reflect changes in our overall costs or assumptions. Any increase will be fair and reasonable and we will notify you in advance of such changes.

## Information on pension benefits and taxation issues

On retirement, you can take a cash lump sum of up to 25% of your pension fund:

- The first €200,000 will be tax free. This is the maximum tax free cash lump sum for all your pension arrangements
- The next €300,000 will be taxed at the standard rate of income tax
- Anything more than €500,000 will be treated as income and taxed under the PAYE system
- Lump sums you've already taken from other pensions must be taken into account

With the balance, subject to Revenue rules, you can buy:

- a guaranteed pension income for life (an annuity) or
- invest in an Approved Retirement Fund (ARF) or
- draw down the entire fund as taxable cash or
- choose a combination of these options

Alternatively, you can take a cash lump sum of up to 1.5 times your final salary, depending on your length of service. If you avail of this option, you must use the balance of your pension fund to purchase an annuity.

The annuity income, taxable lump sum and ARF withdrawals are all treated as income and taxed under the PAYE system. If all your pension arrangements at retirement exceed €2,000,000, a chargeable excess tax (currently 40%) is applied.

If you have taken benefits from a pension already, then talk to your financial adviser as the limits that apply to you may differ.

Any death benefit payable may also be subject to Inheritance Tax in the hands of the beneficiary.

Tax legislation may change in the future.

## Death benefit

On your death, we will pay the value of your policy to your estate.

On assignment, all contributions to the policy are stopped, which means that if you previously had additional life cover or disability cover, these have also stopped and are not a benefit on the policy. You should speak with a financial adviser about your options.

## Risks

All investment choices are made at your own risk so it is important to seek appropriate financial advice.

Standard Life is not responsible for the performance or solvency of the providers of the investments available through the policy. In order to maintain fairness between those remaining in and those leaving a fund, we may, in exceptional circumstances:

- change the pricing basis of a fund to reflect cashflows in and out. If it's a property based fund, due to the high transaction charges associated with the assets, this can result in a significant movement of the fund price
- we may also wait before we carry out your request to switch your funds, transfer or cash in your policy. This delay could be for up to a month. But for some funds, the delay could be longer, for example, if it's a property based fund, it may be up to 12 months because property and land can take longer to sell
- If we have to delay switching, transferring or cashing in, we'll use the fund prices on the day the transaction takes place – these prices could be very different from the prices on the day you made the request

The value of investments linked to this policy may be affected by fluctuations in interest rates, exchange rates and/or economic and political situations.

## Handling complaints

If you have a complaint please write to the Operations Director, Standard Life, 90 St Stephen's Green, Dublin, D02 F653. If you want information on our complaint handling procedure, please ask us.

If you aren't satisfied with our reply, you can refer your complaint to the Financial Services and Pensions Ombudsman. This won't affect your legal rights.

## General information

The policy is underwritten by Standard Life International dac in Ireland. Standard Life International dac is part of the Phoenix Group.

Phoenix Group has an asset management partnership with the abrdn Group. You can find out more [www.thephoenixgroup.com](http://www.thephoenixgroup.com)

abrdn is a brand of Aberdeen Asset Management and Standard Life Investments/Aberdeen Standard Investments (which are part of the abrdn Group).

During the term of your policy, Standard Life will tell you if we change:

- Our name,
- Our legal form,
- Our main address, or
- Your policy, (with the exception of taxation issues, please refer to the earlier section 'Information on Taxation issues')

Each year, we will send you a statement detailing the value of your policy.

The policy is subject to the laws of Ireland. This document aims to give information on the main features, benefits and risks of what it means for your policy to be treated like a buy out bond.

All references to tax and legislation are based on Standard Life's understanding of law and practice as at December 2023.

## Find out more

Talk to your financial adviser about how to plan for your future, they'll give you the information you need to get you started. Also, you can call us or visit our website.

(01) 639 7000

Calls may be monitored and/or recorded to protect both you and us and help with our training. Call charges will vary.

[standardlife.ie](https://www.standardlife.ie)

Standard Life International dac is regulated by the Central Bank of Ireland. Standard Life International dac is a designated activity company limited by shares and registered in Dublin, Ireland (408507) at 90 St Stephen's Green, Dublin D02 F653.

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