



**BESPOKE**  
Trustees Limited

# Self Directed Personal Retirement Bond

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Personal Retirement Benefits Brochure



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# What is a Personal Retirement Bond?

A Personal Retirement Bond (PRB), also known as a Buy Out Bond, is a lump sum pension contract specifically designed for people leaving the employment of a company. The Bespoke Trustees Limited Personal Retirement Bond is an ideal way to secure your retirement fund, giving you total control over your fund right up until the day you retire.

**This brochure explains more about the Personal Retirement Bond contract.**

## What are the advantages of a Personal Retirement Bond (PRB)?

1. The contract is issued in your name and belongs to you.
2. Your previous employer and the Pension Scheme Trustee(s) have no further involvement.
3. You choose the fund in which your money is invested.
4. You can choose when you take your benefits. This can be any time from the earliest date retirement was allowed under your company pension scheme, (normally from age 50 or from age 55 in respect of benefits that have received UK tax relief). You can choose to take the benefits as late as age 70 even if you are still working to that age.
5. Your PRB will be invested in an account/fund(s) that is/are currently exempt from tax on investment income, and capital gains tax, so that you gain from all the growth and income that your fund earns. The value of your bond can, however, go down as well as up and taxation rules and regulations may change in the future.

## Personal Retirement Bond (PRB) Conditions

Your PRB Investment consists of these general conditions and the Investment Certificate and any other schedule issued at a later date which refers to these conditions. This certificate is evidence of a contract of Investment between us (Bespoke Trustees Limited) and you (the PRB Holder) based on the Application you made to us.

This Bond is a contract approved by the Revenue Commissioners under Part 30 Taxes Consolidation Act 1997 to accept transfers from exempt approved pension schemes. No alteration to the terms of this PRB can be permitted unless prior approval has been received from Bespoke Trustees Limited and the Revenue Commissioners. No benefit payable by this PRB can be assigned. The amount of any benefits payable shall not exceed the maxima permitted by the Revenue Commissioners.

Please keep these conditions and all Investment Certificates in a safe place as payment of your Benefits may be delayed if they are lost.

## Make sure the Personal Retirement Bond meets your needs!

The primary purpose of the Bespoke Trustees Limited Personal Retirement Bond is to provide a pension fund for you when you retire, which will be used to provide retirement benefits. This is done by investing your transfer payment/contribution in investments selected by you. Providing for a pension is a long term commitment. You should only commit to this contract if you are satisfied that your needs and circumstances are met.

# Definitions

In this document, the following words or expressions shall have the meanings respectively ascribed to them. Except where inconsistent with the context, words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa.

**“20% Director”** means someone who directly or indirectly at any time in the last 3 years owned or controlled more than 20% of the voting rights in the employer company, or in the parent company of the employer company.

**“Application Date”** means the Date of Unit Purchase shown in the Investment Certificate in respect of the initial or any subsequent transfer.

**“Approved Retirement Fund”** and **“Approved Minimum Retirement Fund”** have the meanings applied by Section 784A and 784C Taxes Consolidation Act 1997 respectively, as amended

**“Company”** means Bespoke Trustees Limited.

**“Contribution”** means any amount paid at an Application Date under the terms of this Agreement.

**“Dependent”** means the Bondholder's spouse, civil partner, child or other person where such other person is wholly or substantially dependent on the Bondholder for the ordinary necessities of life.

**“Employer”** means the Employer specified on the Application Form and in respect of withdrawal from whose service, or other circumstances a contribution has been made to the Bond on behalf of the PRB Holder.

**“Final Remuneration”** means the PRB Holder's final remuneration at the date of withdrawal from the service of the Employer as specified in the Application Form appropriately averaged in the case of a 20% Director and calculated in such a manner as is in accordance with the practice of the Revenue Commissioners increased in proportion to the increase in the cost of living as measured by the Consumer Price Index from the date of withdrawal from the service of the Employer up to the PRB Holder's retirement date or the date of death of the PRB Holder if earlier. Where the PRB Holder is a 20% Director, his remuneration will be increased as detailed above only in the case of death or where at least two thirds of the benefits to which he is entitled from all schemes of the Employer and all annuity policies derived from the same pensionable employment are taken in a non- commutable annuity form.

**“Fund”** means such unit trust or funds to which the Company may from time to time permit the benefits under this Agreement to be linked. The Fund in each case is a separately identifiable account maintained by the Company for the purpose of calculating benefits under this Agreement and certain other contracts issued by the Company.

**“Investment Certificate”** means the Bespoke Trustees Limited Certificate of Unit Holding.

**“Management Charge(s)”** mean amounts that the Company deducts at regular intervals from the value of the Funds. Further details are provided in Section Four - Charges.

**“PRB Holder”** means the individual who is the beneficiary of the assets held in the PRB.

**“Purchasing Scheme”** means the retirement benefits scheme as specified on the Certificate of Unit Holding where the Trustees thereof have directly or indirectly made a contribution on behalf of the PRB Holder.

**“Purchasing Trustees”** means the Trustees of the Purchasing Scheme.



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## Contributions

**This section describes the conditions in relation to contributions.**

Where the Transfer Payment is being received from Purchasing Trustees, it is the responsibility of the Purchasing Trustees to ensure the transfer payment is received by Bespoke Trustees Limited. Where the Transfer Payment is the proceeds of another Revenue Approved Buy-out-Bond it is your responsibility to ensure the Single Transfer payment is received by Bespoke Trustees Limited.

Bespoke Trustees Limited will issue an official receipt for all contributions received. The Transfer Payment is due on the Start Date as shown in the Investment Certificate.

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## Charges

This section details the charges made by Bespoke Trustees Limited. Bespoke Trustees Limited will deduct a management charge directly from your bond. The initial setup fee and on-going management charge is specified and agreed by the PRB Holder and their advisor when completing Section B of the Application Form. A copy of this form is available on request. Bespoke Trustees Limited may increase the management charge and will inform you in writing before any change is made.

Bespoke Trustees Limited will deduct the amount of any Government stamp duty and levies from your bond.

You will have a range of options to choose from when you retire.

You don't have to choose now but you can decide when you reach retirement age which option suits you best.



# What are my options at retirement?

You will normally take out pension benefits when you reach normal retirement age under the transferring pension scheme. This age will be the age notified to you whilst you were a member of the transferring pension scheme. Subject to Revenue requirements, you may be able to retire before normal retirement age after age 50 or if you are in ill-health. **Please note however, that benefits from funds that have received UK tax relief may not be paid before age 55 unless you are retiring due to ill – health. Funds that have received UK tax relief will include all transfers your PRB has received from registered pension schemes and from pension schemes which received UK tax relief on contributions.** Late retirement is also possible. The earliest and latest retirement ages will follow the pertaining rules of the transferring scheme.

You will have a range of options to choose from when you retire. You don't have to choose now but you can decide when you reach retirement age which option suits you best.

The options at retirement will be subject to Revenue regulations and applicable legislative requirements at the time the benefits are drawn.

On drawing your retirement benefits, you may use part or all of the value of your PRB to provide one or more of the following retirement benefits:

- a) a tax-free cash lump sum; and/or
- b) use some or all of your PRB to purchase a pension for the rest of your life\*;
- c) use some or all of your PRB to purchase a reduced pension for the rest of your life and to provide a pension for your spouse or dependants after your death;
- d) any other retirement benefit allowed by the Pensions Authority and Revenue Commissioners.

\*The pension that will be purchased on drawing your benefits will depend on the types of annuity available and the prevailing annuity rates attainable at that time. You should seek advice at that time as to what options are available in order to make the correct choice for your personal circumstances.

As an alternative to the above, you can opt to take a tax free lump sum/combination of tax free and taxable lump sum of 25% of the value of your PRB and invest the remainder in an Approved Retirement Fund (ARF).

Should you select this option you must have a minimum guaranteed lifetime income of €12,700 p.a. if you are under 75 years of age. Where the specified income requirement is not satisfied you must after taking your retirement lump sum transfer the lesser of the balance of your PRB or €63,500 to an AMRF or use it to purchase an annuity (or combination of both).

If you have guaranteed lifetime income of €12,700 p.a. or more, option 1 above will not apply.

You can purchase extra bonds for benefits you earn from later pension schemes of which you are a member. Where two or more bonds are purchased for a beneficiary in lieu of his/her entitlements under a scheme, those bonds must require that like benefits under all such bonds are to come into payment simultaneously.

## What happens if I die before drawing my retirement benefits?

If you die before drawing your retirement benefits, the funds will be paid to your estate on death.

## Can the policy be surrendered, encashed, assigned or transferred?

### Transfers In:

Transfers in to your Personal Retirement Bond can be made from a transferring scheme or from another Personal Retirement Bond. Where the Transfer Payment is being received from Purchasing Trustees, it is the responsibility of the Purchasing Trustees to ensure the transfer payment is received by Bespoke Trustees Limited. Where the Transfer Payment is the proceeds of another Revenue Approved Buy-out-Bond it is your responsibility to ensure the Single Transfer payment is received by Bespoke Trustees Limited. Bespoke Trustees Limited will issue an official receipt for all contributions received. The Transfer Payment is due on the Start Date as shown in the Investment Certificate.

### Transfers Out:

Your Personal Retirement Bond is a Revenue approved pension structure. It cannot be surrendered, encashed or assigned due to Revenue requirements. Transfers may be paid from your Personal Retirement Bond to another Personal Retirement Bond and from a Personal Retirement Bond to a new Employer's scheme.

## General Conditions

**This section sets out the general terms relating to your PRB Investment. These should be read very carefully.**

You must provide us with any information or evidence which we need to pay benefits. Bespoke Trustees Limited will only pay benefits in accordance with the conditions of the plan from which assets are being transferred. We will need all appropriate information to ensure that benefits are paid correctly and this may include:

- The Investment Certificate;
- Death Certificate;
- Birth Certificate.

Bespoke Trustees Limited reserves the right to request any other documentation which we deem appropriate in order to satisfy ourselves as to the validity of the claim or claimants.

Bespoke Trustees Limited relies on information given by you to us to set up this contract. If you do not disclose a material fact, we may not pay a claim or we may cancel this PRB or charge an increased fee. A material fact is one which is likely to influence our decision to accept an Application.

Any change in your circumstances between completing the Application and Start Date must also be disclosed.

Bespoke Trustees Limited may make changes to the terms of the PRB if the law or the basis of taxation changes.

### Warnings:

- **This Personal Retirement Bond does not require licensing, authorisation, or registration with the Central Bank of Ireland, and, as a result, it is not covered by the Central Bank's requirements to protect consumers or by a statutory compensation scheme. However, the Central Bank is aware that Bespoke Trustees Limited is providing this product to the market and the product is approved by the Revenue Commissioners under Part 30 of the Taxes Consolidation Act 1997.**
- **The value of your investment can go down as well as up. You may get back less than you invest.**
- **As Bespoke Trustees Ltd does not provide investment advice, you should take independent investment advice to ensure that the product meets your needs, and review the valuations and underlying investments with your advisor on a regular basis.**
- **This document represents our understanding of the taxation treatment of the Bond but does not constitute tax advice. The future taxation treatment of this Bond may change.**

