



Society of Actuaries in Ireland

ACTUARIAL STANDARD OF PRACTICE PRSA-5

PERSONAL RETIREMENT SAVINGS ACCOUNTS AND TRANSFERS FROM OCCUPATIONAL SCHEMES

Classification

Mandatory

MEMBERS ARE REMINDED THAT THEY MUST ALWAYS COMPLY WITH THE CODE OF PROFESSIONAL CONDUCT AND THAT ACTUARIAL STANDARDS OF PRACTICE IMPOSE ADDITIONAL REQUIREMENTS UNDER SPECIFIC CIRCUMSTANCES.

Legislation or Authority

Pensions Act, 1990, as amended

Personal Retirement Savings Accounts (Disclosure) Regulations, 2002, as amended

Personal Retirement Savings Accounts (Operational Requirements) Regulations, 2002

Application

Any person called upon to prepare or advise on the preparation of a certificate or statement as required under section 113(1) of the Pensions Act; or any person advising the trustees of a scheme on providing a statement of benefit as required under section 113(2).

This ASP constitutes the guidance issued by the Society referred to in Articles 5(3), 6(1) and 6(2) of the PRSA Disclosure Regulations. Consequently, its provisions apply to the preparation of all certificates and statements as required under section 113(1) of the Pensions Act and the statement of benefit as required under section 113(2). The ASP is therefore binding under law whether the work referenced above is undertaken by an actuary or another person.

This ASP does not apply in situations where a certificate/statement is not required namely under present rules where the transfer amount is below a threshold of €10,000, or where the transfer is in respect of a non-preserved benefit or where an occupational pension scheme is in the process of winding-up and the benefits are to be transferred to a PRSA.



Version	Effective from
1.0	06.11.2003
1.1	30.12.2006
1.2	01.11.2010
1.3	02.12.2013
1.4	01.10.2016
1.5	01.06.2025

Definitions

“the Act” means the Pensions Act, 1990, as amended

“ASP” means Actuarial Standard of Practice

“Benefits Statement” means a statement of the benefits that may accrue to the Member from the scheme

“Certificate” means a certificate setting out a comparison of the scheme and PRSA benefits

“the Member” means the scheme member making the transfer

“the PRSA” means the PRSA contract into which the transfer is being considered

“the PRSA Actuary” means the actuary appointed by the PRSA provider pursuant to Section 96(1)(d) of the Act

“the PRSA Disclosure Regulations” means the Personal Retirement Savings Accounts (Disclosure) Regulations, 2002, as amended.

“the Scheme” means the scheme from which the Member is considering making a transfer

“the Society” means the Society of Actuaries in Ireland

“Written Statement” means a written statement of the reasons why the transfer might or might not be in the Member’s interest

“the Writer” refers to the person preparing and signing off on the Certificate and Written Statement.



1 Introduction

- 1.1 Section 113(1) of the Act requires that, before a transfer from an occupational scheme can be accepted by a PRSA provider, the provider must furnish to the Member, or ensure that an intermediary acting on the provider's behalf furnishes to the Member, a Certificate and a Written Statement. Sections 113(3) and 113(6) exempts certain transfers from the requirements of section 113(1).
- 1.2 Section 113(2) obliges the trustees of the scheme providing the transfer to furnish a Benefits Statement to the Member at the request of the Member.

This ASP constitutes the guidance issued by the Society referred to in Articles 5(3), 6(1) and 6(2) of the PRSA Disclosure Regulations.

- 1.3.1 Any person preparing a Certificate or Written Statement ("the Writer") must ascertain the extent of any general or specific advice issued by the PRSA Actuary for that purpose.
 - 1.3.2 Any person preparing a Benefits Statement must ascertain the extent of any general or specific advice issued by the scheme actuary for that purpose.
- 1.3 The Pensions Authority, under the aegis of the Minister for Social Protection, has responsibility in law for the operation of the Act. The PRSA actuary has statutory responsibilities covering Part X of the Act. The Writer must be prepared to explain and justify to the PRSA Actuary and/or Pensions Authority the advice given which underlies Certificates and Written Statements issued pursuant to section 113(1) of the Act or Benefits Statements issued pursuant to section 113(2) of the Act.
- 1.4 If the PRSA Actuary believes either that the Certificate does not adequately compare the scheme and PRSA and/or that the Written Statement does not adequately set out the advantages and disadvantages of the transfer, the PRSA Actuary must advise the Writer of such concerns and request that any issues identified are resolved. As the PRSA Actuary has responsibilities under the Act, ultimately a matter of concern which is not resolved may be referred to the Pensions Authority.

2. Purpose of the ASP

- 2.1 The ASP has regard to the objective of the Certificate and Written Statement, which is to provide the Member with a comparison of the potential benefits from the Scheme and the PRSA which is fair, clear and not misleading. Nothing in this ASP is intended to require the Writer or PRSA Actuary to provide financial advice in the Certificate and Written Statement to the Member for the purpose of deciding whether to proceed with the transfer from the Scheme. Nothing in this ASP is intended to limit the information that can be provided to the Member.
- 2.2 Financial advice is a separately regulated activity. The PRSA contract will normally have a nominated financial advisor or access to financial advice.



Where the Writer is relying on the provision of financial advice by another party, it would be prudent to specifically state that neither the Certificate nor Written Statement constitute financial advice per Central Bank of Ireland requirements and to refer to any nominated financial advisor which is in place to provide regulated financial advice.

3. Basis of calculations

3.1 The assumptions underlying the projection of benefits in the Benefits Statement and the Certificate must be consistent with each other.

3.2 Where it is necessary to make assumptions about

- (i) the rate of future investment return;
- (ii) the rate of change in consumer prices;
- (iii) the rate of change in future earnings;
- (iv) contribution receipts;
- (v) total deductions to cover expenses and charges;
- (vi) stamp duty;
- (vii) the cost of protection benefits,

the assumptions specified in the most recent version of ASP PRSA-2 must be used.

3.3 The pre-retirement rate of investment return assumed in projecting the PRSA retirement benefits (before deduction of all anticipated charges) must equal that used in the projection of defined contribution benefits unless there is a compelling reason not to do so. Appropriate allowance must be made for the effect of any differences in the deduction of charges from the investment return between the Scheme and the PRSA.

3.4 In all cases, it is a requirement to illustrate an initial annual pension amount in the Benefits Statement and Certificate.

3.5.1 Where it is necessary to make assumptions about the amount of pension that can be purchased at retirement, the assumptions must be as specified in the most recent version of ASP PRSA-2, except that, where the rules of the Scheme prescribe a different guaranteed rate of escalation, payment frequency or guaranteed period these rates must be used in the Benefits Statement and the Certificate must be prepared on a consistent basis (see paragraph 5.5).

3.5.2 Annuity rates used must reflect the Member's details as far as they are known but noting 4.5.2 in respect of defined contribution schemes and thereafter the requirements of ASP PRSA-2 must be followed.

3.5.3 Benefits Statements and Certificates must contain a note describing the nature of the annuity shown, the amounts potentially payable on death and to which dependents and also including the assumptions specified in paragraph 3.4.1.

3.5.4 Projections of retirement benefits in the Benefits Statement or the



Certificate, whether in cash or annuity form, must show the equivalent figures in present day values by deflating the illustrated figures at the rate specified under the corresponding requirement in the most recent version of ASP PRSA-2.

- 3.5 Where contribution increases are provided in the Scheme, the effect of these must be reflected in the Benefits Statement on the basis of best estimates of the determinant of the increases which are consistent with the assumed investment return, subject to the proviso that the rate of contribution increase assumed must not exceed the rate of deflation required for the purposes of paragraph 3.4.
- 3.6 The Benefits Statement must reflect the current charging basis for expenses, unless there is reason to believe that this will increase in the course of the relevant investment contracts. In particular, any anticipated systematic adjustment in charges to reflect inflation of expenses must be allowed for, using, where necessary, assumptions about the rate of change in consumer prices or the rate of change in general earnings determined in accordance with the provisions of paragraph 3.2. Reduction in charges must not be anticipated, unless these are contractually guaranteed.
- 3.7 Where the Scheme or PRSA invests in life assurance or other financial products it will be necessary to 'look through' to the underlying assets to ensure that all charges and expenses, both implicit and explicit, which the Member will bear are included.
- 3.8 The retirement benefits contribution for some defined contribution schemes is calculated as a gross contribution less the cost of specified risk benefits. In calculating the net retirement contribution, the current charging basis for risk benefits must be used, unless there is reason to believe that the actual charging basis until the Member's Normal Retirement Age will be higher than that currently applicable.
- 3.9 In projecting the retirement benefits on with-profits contracts, the assumed split between future annual bonuses and terminal bonuses may affect projections. This split must be reasonable and justifiable, taking into account the current split and the assumed future investment return. In particular, if a terminal bonus is added, it would not normally be appropriate to assume that there would be no terminal bonus in the future at any of the assumed rates of investment return.
- 3.10 For illustrations of benefits in respect of with-profits contracts, both conventional and accumulating, provided by life assurance companies, and all other contracts where some or all of the charges may not be explicit, the charges for expenses must be determined in accordance with Part III of ASP LA-8.

4 Benefits Statement

- 4.1 The Benefits Statement provided by the trustees of the scheme must be in the form set out in Appendix A. If the Writer is preparing a Certificate and Written Statement without all of this information, the Writer must be sufficiently familiar with the benefits of the scheme and the member entitlements under the



scheme and must be satisfied that the benefits can be fairly represented in the Certificate with the information available and that the Written Statement can be prepared to fully reflect the advantages and disadvantages of the transfer

- 4.2 The purpose of the Benefits Statement is to provide sufficient information to enable a clear and fair comparison to be made between the benefits provided by the Scheme and the PRSA. Trustees requested to provide this information must provide the information as set out in Appendix A or alternative information which illustrates the scheme benefits adequately. If they believe that there is further information that may be relevant to the comparison, they must provide this information in addition to the Benefits Statement.
- 4.3 Where the administration of the Scheme is not under the day to day control of the trustees, but has been delegated by the trustees to a third party administrator or insurance provider, it will normally be the practice for the administrator to prepare the Benefits Statement. In these circumstances, the trustees should have an agreement with the third party that any information provided will be prepared in accordance with this ASP.
- 4.4 The Benefits Statement must be prepared on the basis of the most likely future membership status of the Member, which will not always be the same as the current status. If the Member is currently a contributing member but is likely to become a deferred member irrespective of whether contributions will be made to a PRSA, the Benefits Statement must be prepared assuming paid-up status.
- 4.5 In completing the Benefits Statement, the following assumptions must be made:
 - 4.5.1 The Normal Retirement Date is the earliest date at which the member can retire without the employer's consent and, in the case of a defined benefit scheme, without any actuarial reduction. Except in the case of an occupation for which earlier normal retirement is permitted, the Normal Retirement Age has a minimum of 60 years.
 - 4.5.2 Where a defined contribution scheme does not oblige a member to provide a reversionary spouse's or dependants' pension in retirement, a single life retirement pension must be calculated. Where the scheme does provide spouse's or dependants' pension, the projected retirement benefits must allow for the cost of such benefits.
 - 4.5.3 Where a lump sum commutation of some or all of the Member's pension is calculated, the current basis of such commutation must be used. Where the rules of the Scheme provide for a lump sum at retirement which can be converted into an equivalent pension, the pension must be calculated assuming the current basis of conversion. Where such commutation or conversion is not permitted under the rules of the Scheme, the reduced or full pensions should not be illustrated.
 - 4.5.4 Where the Member is currently making additional voluntary contributions to the Scheme, those contributions must be assumed to



continue as a constant proportion of gross earnings.

- 4.5.5 Where the scheme benefits are partially defined benefit and partially defined contribution (for instance in the case of a defined benefit scheme with a defined contribution additional voluntary contribution benefit), the defined benefit and defined contribution benefit projections must both be calculated. Where scheme benefits are calculated as the greater of two benefits (for example a defined benefit scheme with a defined contribution underpin), the greater projected benefit must be illustrated, and a note of the alternative benefit included.

5 Certificate

- 5.1 The Certificate must include the information and be in the form set out in Schedule D of the PRSA Disclosure Regulations.
- 5.2 The table of benefits required under section 1(c) of part 1 of Schedule E of the PRSA Disclosure Regulations must include the information provided by the Scheme in the Benefits Statement or comparable information where this information has been estimated.
- 5.3 The PRSA benefits information required under section 1(c) of part 1 of Schedule D of the PRSA Disclosure Regulations (list of the benefits available under the PRSA and expected amount of those benefits at a target maturity date equal to the normal retirement date or as close to that date as possible) must be in a suitable form and must be detailed enough to illustrate the PRSA benefits adequately.
- 5.4 In preparing the Certificate, the PRSA provider must assume the following:
- 5.4.1 The transfer value paid into the PRSA at the start of the projection must be equal to the Member's transfer value from the Scheme at that date.
- 5.4.2 Where the Benefits Statement is prepared on the basis that the Member is a deferred member of the Scheme, the Certificate must assume no contributions to the PRSA other than the transfer value.
- 5.4.3 The contribution rate on the PRSA will not necessarily be equivalent to the contribution rate on the Scheme. The contribution rate assumed on the PRSA must be a best estimate of the contributions expected under the PRSA.
- 5.5 The PRSA provider must illustrate the pension that can be purchased with the Member's retirement account on the PRSA. The annuity rates assumed must replicate the spouse's and dependants' pension assumed in the Benefits Statement. The rates must also replicate, where reasonable, the features of the annuity available under the Scheme (e.g. guaranteed period, etc.). Where the pension benefits provided under the Scheme are unlikely to be easily replicated in practice (e.g. a pension increasing at the rate of inflation or in accordance with an employer salary scale) the pension projected in the Certificate must be based on a best estimate of the economic value of the benefit, and must not take account of any additional cost arising from the



difficulty of matching such a benefit.

- 5.6 In the case where the Scheme is a Defined Benefit Scheme that makes discretionary increases on pensions in payment, the Certificate must show two pension amounts:
- (i) The pension that could be purchased with the retirement account, if the pension is level, and
 - (ii) The pension that could be purchased with the retirement account, if the pension is escalating at the assumed pension escalation rate specified in the most recent version of ASP PRSA-2, or any other rate of escalation which may better reflect the trustee's discretionary pension increase policy.
- 5.7 If the annuity rate applied in the Certificate is calculated under ASP PRSA 2 section 9.6 then the source of the annuity rate must be recorded in the Certificate.

6 Written Statement

- 6.1 The purpose of the Written Statement is to draw the attention of the Member to significant issues which he or she must consider before deciding whether to transfer from the Scheme to a PRSA. It is not a requirement to recommend a particular course of action.
- 6.2 The Written Statement must give due weight to the factors which must be considered. The Written Statement must not favour one or other course of action by the overemphasis, minimising or exclusion of any issue.
- 6.3 The Member must not be assumed to be financially knowledgeable unless there are clear reasons to assume otherwise. Taking account of the background of the Member, the statement must be clear, unambiguous, and free of inappropriate jargon.
- 6.4 The Written Statement must include all material issues which the Member must reasonably consider before making a decision.
- 6.5 The Written Statement is not required to refer to all differences between the Scheme and the PRSA if they are not material.
- 6.6 The Written Statement must include reference to all factors listed in part 3 of Schedule E of the PRSA Disclosure Regulations unless there is no material difference in this respect between the Scheme and the PRSA or the provision does not apply to either the Scheme or the PRSA.



APPENDIX A – Benefits Statement

Trustees of occupational pension schemes must supply the following information to the person(s) preparing certificates under Section 113.

General Information

- Date of calculation
- Full name of the scheme
- Normal Retirement Date Assumed

Member Information

- Name
- Gender
- Marital/dependants' status
- Date of birth
- Salary

Defined Benefit Pension Schemes

Projected Benefits at Normal Retirement Age

- Member's pension
- Spouse's/dependants' pension(s)

Lump sum option and reduced member's pension

Member contribution rate:

- Current member contribution rate (excluding additional voluntary contributions)
- Member contribution rate under the Scheme rules
- Current member's additional voluntary contribution rate

Benefits upon Early Retirement

The trustees must provide details on the early retirement available to the member. Where such retirement is not subject to a reduction for early payment, the trustees must show the projected benefit at the earliest age at which no such reduction applies and indicate whether such retirement is subject to the consent of the trustees, the company or both. Alternatively, the trustees must provide information on the benefits available to the member at the earliest age before Normal Retirement Age at which they may retire of their own accord. In all other circumstances, the trustees must assume the member would retire 5 years before Normal Retirement Age. In particular, the trustees must provide the following:

- Age at early retirement
- Is trustee and/or company consent required for retirement? Member's pension
- Spouse's/dependants' pension
- Lump sum option and reduced member's pension



The trustees must also provide this information assuming the member left service due to permanent ill-health the day after the date of calculation.

Pension payment information

- Pension guarantee period.
- Rate of increase in pensions (if guaranteed)
- Rate of discretionary increase for each of the last five years.

Benefits on death

The trustees must provide the following information on the benefits available under the Scheme were the member to die on the day after the date of calculation and assuming no change to current membership status:

- Refund of any contributions
- Lump sum benefit payable
- Spouse's and/or dependants' pensions payable
- Children's pensions payable

Benefits on leaving service

The trustees must provide the following information assuming the member left service on the day after the date of calculation:

- Deferred member's pension at Normal Retirement Date
- Deferred spouse's/dependants' pension
- Transfer value payable in lieu of deferred pension

Any reductions in the transfer value applied under the Pensions Act 1990 or the Social Welfare Act 2003

Defined Contribution Pension Schemes

Rate of investment return assumed

Projected Benefits at Normal Retirement Age

- Member's pension Spouse's/dependants' pension
- Lump sum option and reduced member's pension

Member contribution rate:

- Current member contribution rate (excluding additional voluntary contributions)
- Current employer contribution rate
- Current member's additional voluntary contribution rate
- Details of any increases in employer and/or employee contribution rates under the rules of the Scheme



Benefits upon Early Retirement

The trustees must show the projected benefit available to the member at the earliest age before Normal Retirement Age at which they may retire of their own accord without requiring employer or trustee consent. If consent is always required, the trustees must assume the member would retire 5 years before Normal Retirement Age.

- Age at early retirement
- Is trustee and/or company consent required for retirement? Member's pension
- Spouse's/dependants' pension
- Lump sum option and reduced member's pension

The trustees must also provide this information assuming the member left service due to permanent ill-health the day after the date of calculation.

Pension payment information

- Pension guarantee period. Rate of increase in pension
- The trustees must also provide this information assuming the member left service due to permanent ill-health the day after the date of calculation.

Benefits on death

The trustees must provide the following information on the benefits available under the Scheme were the member to die on the day after the date of calculation and assuming no change to current membership status:

- Refund of any contributions
- Lump sum benefit payable
- Spouse's and/or dependants' pensions payable
- Children's pensions payable

Benefits on leaving service

The trustees must provide the following information assuming the member left service on the day after the date of calculation:

Transfer value payable

General information

- Any investment choices available to the member
- Any guarantees or bonuses attaching to investment choices



EXPLANATORY NOTE

ACTUARIAL STANDARD OF PRACTICE PRSA-5, VERSION 1.5

This Explanatory Note does not form part of the ASP.

Revisions and updates to this version 1.5 reflect:

- Making it clear that the person preparing the Certificate and Written Statement is likely to be independent of the PRSA Provider
- Highlighting the responsibilities of the PRSA Actuary under the Pensions Act who may reject or challenge a Certificate / Written Statement if concerned with its adherence to the regulatory requirements
- That the gross investment return used in the Pensions DB/DC and PRSA projection should be the same unless there is a compelling reason for them not to be (this is to ensure the comparison is on a like-for-like basis).
- Acknowledging that the Writer may not be provided with full information about the scheme and setting out the conditions under which the Writer may prepare a Certificate and Written Statement with limited information
- Removal of Appendix B which previously listed detailed information which the PRSA provider would give to the person preparing the Certificate and Written Statement