C.I.É. Superannuation Scheme 1951
and
C.I.É. Dependants' Superannuation Scheme 1951

Co-ordinated Scheme (for A class PRSI staff)

-Summary of Main Provisions-

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C.I.É. Superannuation Scheme 1951 ("Main Scheme")

General

1. For all purposes of the Scheme, employment by Iarnród Éireann, Bus Átha Cliath, or Bus Éireann shall be treated as employment by C.I.É.
2. The Scheme is administered by a board of Trustees of eight people, consisting of four appointed by C.I.É. and four elected by the active members of the Scheme.
3. The Fund is vested in the Trustees.
4. The Trustees are responsible for the accounts of the Fund which are audited annually by the auditors of the Scheme. A copy of the annual accounts and the auditor's report is required to be made available to members of the Scheme.
5. Fund monies are invested under the control of the Trustees as they, after consultation with CIÉ, think proper, in any investments authorised by law.
6. The Trustees appoint an Actuary who conducts an actuarial investigation of the Fund at least every three years. This report is available to members on request.
7. The Scheme is a Statutory Scheme and was established under the Transport Act 1950. It is subject to Statutory Amendment and is contained in Statutory Instrument (S.I.) No 536 of 2026 (main scheme) which is available on request. This S.I. represents a consolidation of all previous Statutory Instruments. A full listing of such S.I.s is available on request.
8. The Scheme is a defined benefit occupational pension scheme for the purposes of the Pensions Act and is approved under Chapter 1 of Part 30 of the Taxes Consolidation Act, 1997.
9. This scheme is an integrated scheme meaning it takes account of Old Age (Contributory) Pension in designing the overall pension package. Both employers and employees make pay-related social insurance (PRSI) contributions and these in turn entitle scheme members to Social Welfare benefits. Integration is used as a means of taking into account the benefits payable under the Social Welfare system to calculate both the contributions and benefits so that the combined pension from both sources is at the level being aimed for in designing the scheme.

Membership

Must I join the Scheme?

You must join this Scheme if you were appointed to a clerical, supervisory or executive position on the regular establishment of C.I.É, prior to 21st October 2026 and were under age 56 at date of appointment.

From 22nd July 2022 if you were a member of the C.I.É Pension Scheme for Regular Wages Staff, and are promoted to a clerical, supervisory or executive position, you remain in the C.I.É Pension Scheme for Regular Wages Staff and do not join this Scheme.

If you were in the employment of C.I.É. prior to 21st October 2026 but on a probationary period, or as part of a prescribed graduate programme, and are then appointed to a clerical, supervisory or executive position being under the age of 56, you have the option to join this Scheme.

Must I remain in the Scheme?

Once you are a member of the Scheme, you must remain a member throughout your employment within the CIÉ Group of companies, unless you choose to leave this Scheme to join the CIÉ Defined Contribution Arrangement.

Do I get credit in this Scheme for former wages grade service?

If you were promoted prior to 1st January 2015, you will receive credit for your wages grade service within this scheme.
If you were promoted from 1st January 2015 to 21st July 2022 your entitlements from the C.I.É. Pension Scheme for Regular Wages Staff will be treated as a vested benefit, and will be payable on retirement, and you will enter the Superannuation Scheme as a new entrant.
Thereafter you do not enter this Superannuation Scheme on promotion.

What service is reckonable for pension purposes under this Scheme?

For most members, pensionable membership means service during which contributions have been made to the Fund. Pensionable service may also include:

(i) service which is covered under the arrangements for the transfer of service for superannuation purposes between C.I.É, Local Authorities and other approved organisations;

(ii) a limited amount of notional pensionable service paid for in full by the member. The purchase of such notional service has ceased since 21st October 2026 .

Contributions:

What do I pay?

Your contributions are deducted from your salary at a rate related to age at entry to the Scheme and as a percentage of salary. The rates of contribution are subject to regulation by the Trustees.

"Salary" means basic salary and excludes any other payments.

"Net Salary" means salary minus twice the maximum single person's social insurance old age contributory pension, payable at 66.

The current scale of contribution rates to the Co-ordinated Scheme for members is:

Age Next Birthday At Entry to Scheme	Annuity (% of Net Salary)	Capital Sum (% of Salary)
16	3.625	1.5
17-19	3.925	1.7
20-22	4.325	1.8
23-26	4.625	2
27-43	5.025	2.1
44-51	5.525	2.1
52-56	5.925	2.2

Does my employer contribute?

Yes, every year the Board shall contribute to the Fund such sum as the Board after consulting the Actuary determines to be necessary to support and maintain the solvency of the Fund.

All contributions by the Board to the Fund in any year shall be paid to the Trustees and may be so paid by one payment or in equal or unequal instalments and at such time or times as shall appear expedient to the Board.

The Trustees retain the right to vary the contributions payable by members and, in particular, if the contribution determined by the Board to be necessary to support and maintain the solvency of the Fund (excluding any additional employer contributions in respect of promoted staff, early retirement "discounted" pensions or supplementary pensions) will, in any period, exceed 3.6 times the contributions payable by members, the contributions payable by the Board and the members shall be reviewed.

Any notional pensionable service purchased was paid for in full by the member. The purchase of such notional service has ceased since 21st October 2026.

May I pay extra contributions to purchase additional pensionable membership?

The purchase of notional service has ceased since 21st October 2026.

Am I liable to pay contributions while I am out ill?

Yes, in order to preserve your membership of the Scheme, it is necessary for you to make contributions during absences due to illness. In a situation where you are not in receipt of pay, your contributions will be in arrears, which will be recouped when you resume duty, or deducted from any pension payments due to you. Arrears of contributions do not affect any entitlement under the Scheme.

Am I liable to pay contributions while I am on unpaid leave?

In general, for a single period of special or unpaid leave of six months or longer, you may opt not to pay contributions to the Scheme, however you will not accrue any retirement benefit during such a period. Your service before and after such leave must be treated as continuous i.e. you cannot be treated as having left the Superannuation Scheme.

For periods of less than six months, in order to maintain your membership of the Scheme, you must make contributions to the Scheme. As general unpaid leave is granted under any terms and conditions set by your employing company, they may require you to also pay the equivalent to the employer's contribution for such periods.

For certain statutory leave types, such as Parental or Carer's Leave, regardless of length, you have the option to not to pay contributions to the Scheme, however you will not accrue any retirement benefit during such a period. Your service before and

after such leave must be treated as continuous i.e. you cannot be treated as having left the Superannuation Scheme.

You may also opt to maintain your membership of the Scheme and make the required contributions.

Additional Voluntary Contributions (A.V.C's)

The CIÉ Defined Contribution Arrangement, administered by Irish Life as part of their EMPOWER Master Trust can be utilised to make A.V.C's, while remaining a member of this Scheme.

A.V.C's are not part of the Scheme Fund. Contributions are deducted via payroll and remitted to Law Debenture Master Trust Trustees (Ireland) DAC, in the normal way, and do not attract an employer contribution.

Arrangements for the payment of benefits from A.V.C.'s are entirely a matter for the provider.

What happens if I leave the Company?

Refund of Contributions

If you have less than 2 years qualifying membership, you receive a refund of your contributions less income tax at the appropriate rate. If you had previously been a member of the C.I.É. Pension Scheme for Regular Wages Staff, and maintained a preserved benefit in that Scheme, you will have the option to retain that preserved benefit or transfer to an alternative pension arrangement.

C.I.É. and its Operating Companies are also entitled to deduct any sums due to them by you from any contributions to be refunded.

Vested Benefit

If you have at least 2 years qualifying membership and you do not qualify for pension benefits under any other rule or article of the Scheme and if your pensionable service is not to be transferred to an approved organisation under section 4 of the Superannuation & Pensions Act, 1963, or the Local Government Superannuation Code etc, you may opt for:

(a) "Preserved" benefit - A preserved benefit retains your accrued benefits within the Scheme and is payable at the Normal Retirement Age. Such benefits are revalued each year in line with the Occupational Pension Schemes (Revaluation) Regulations, published by the Minister for Social Protection, but are not increased further once payment begins.

or

(b) Transfer Value – A transfer value is the actuarially calculated lump sum value of your benefits. This amount can then be transferred to another pension arrangement. Thereafter you would retain no benefits within the C.I.É.

Superannuation Scheme and would be entirely under the terms and conditions of the new arrangement.

If you had previously been a member of the C.I.É. Pension Scheme for Regular Wages Staff and have a vested benefit (due to promotion) you will have the same two options for your entitlements from that Scheme also.

Benefits

In this section the term "Partner" refers to a spouse, civil partner or qualifying cohabitant. A qualifying cohabitant for the purposes of the Scheme is a person who has been living together with a contributing member in an intimate and committed relationship as a couple for a period of at least two years, where there are one or more children of the relationship or for a period of five years or more, in any other case.

Main Scheme

What is my normal retirement age?

Under the Rules of the Scheme your normal retirement age is at any time after reaching age 63 but not later than reaching age 66.

What is my pensionable salary?

Your pensionable salary is defined as your basic salary as at date of retirement or death unless you were on a different scale of salary or in different grades during the final three years of your employment, in which case an "average salary" is used, not to exceed your salary as at date of retirement or death. General pay awards and increments do not trigger any averaging – your final basic salary is used in those circumstances.

"Net Pensionable salary" is defined as pensionable salary minus twice the maximum single person's social insurance old age contributory pension payable at 66.

What benefits will I get at normal retirement?

If you have at least 10 years pensionable membership you will be entitled to an annuity and capital sum as follows:

Annuity 1/80th of **net pensionable salary** for each year of pensionable membership (maximum 40/80ths);

Capital Sum 3/80ths of **pensionable salary** for each year of pensionable membership (maximum 120/80ths).

You may also, as a right, opt between age 49 years and 6 months and age 50 to convert all or part of your normal retirement annuity or discounted annuity into a joint annuity i.e. shared with your Partner or if you have no partner, shared with one dependent relative who if younger is not more than fifteen years younger than you. After age 50, applications for a joint annuity must be made to the Trustees.

Should you so opt the eventual annuity payable to you or your Partner or dependent relative from the Scheme will be reduced appropriately.

What benefits do I get if I retire early due to ill health?

If you have at least 10 years pensionable membership you will be entitled to an annuity and capital sum determined on the same basis as applies in the case of normal retirement but based on actual pensionable membership at date of retirement. Payment of such benefits is subject to review by the Trustees and may be varied.

A member who leaves the service of the Board by reason of ill health shall have a period of notional service (to be referred to as "ill-health notional service") included in their pensionable membership.

(i) Members whose pensionable membership (other than purchased notional pensionable membership) is between 10 and 20 years will be allowed the more favourable of:

(A) 20 years minus pensionable membership (added years not to exceed difference between potential pensionable membership at age 66 and actual pensionable membership at ill health retirement).

or

(B) 6 years 243 days (added years not to exceed the difference between potential pension membership at age 63 and actual pensionable membership at ill health retirement).

Members with more than 20 years pensionable membership (other than purchased notional pensionable membership) at retirement will be allowed to add whichever is the lesser of:

(A) 6 years 243 days

or

(B) The difference between actual pensionable membership at ill health retirement and potential pensionable membership at age 63.

Where a former member is entitled to receive an annuity under the Scheme rules by reason of ill health, the Trustees may at any time while such former member is under the minimum normal age of retirement, require them to give such evidence as they deem satisfactory of their continued infirmity and the amount of their earnings (if any) and if the former member shall not give such evidence, the Trustees may vary, suspend or revoke the annuity to which they are entitled under this rule and if they revoke the same the Trustees may at any time cancel such revocation.

What benefits do I get if I opt to retire for reasons other than ill health?

If you opt to retire between age 55 and 63 with at least ten years pensionable membership, and your pensionable service is not to be transferred to another approved organisation, you will qualify for an annuity and capital sum calculated on the same basis as normal retirement but based on your actual pensionable membership at date of retirement. To reflect early payment before age 63, the amounts so calculated will be reduced by such amount as the Trustees shall determine after consulting the Actuary.

In the case of early retirement between ages 55 and 60, the superannuation benefits payable are currently discounted as follows:

Age (at date of retirement)	Percentage of unreduced Annuity payable	Percentage of unreduced Capital sum payable
55	77.3%	88.6%
56	81.2%	90.8%
57	85.4%	93.0%
58	89.9%	95.3%
59	94.8%	97.6%

The reduction is prorated for retirement between the above birthdays.

Such a pension is usually referred to as a "discounted pension". It is important to note that a discounted pension is an option – should a member so wish they may opt for a vested benefit instead.

Until 31st December 2030, there is no reduction once you have reached age 60 i.e. your accrued benefits are payable in full, however the consent of a sub-committee of the Trustees, the "Early Retirement Sub-Committee" is required.

Is my Pension reviewed after I retire?

Yes, in each year, the Trustees, after consulting the Actuary, review the rate of pensions in payment (other than Vested Pensions which have come into payment) with a view to increasing the rate of payment.

During this review the Trustees must have regard to any maximum increase in pensions authorised by the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation for the purpose of ensuring that public service norms as to pension increases are not exceeded.

Following their review, the Trustees, subject to the consent of the Board, the Minister for Transport and the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation shall determine the amount or amounts or rates of increase to be made to each pension in payment (other than Vested Pensions which have come into payment).

Do my dependants receive any benefits if I die after retirement on pension?

(a) If you die within five years after retiring on pension your annuity will continue to be paid to your Partner (provided they had that status before retirement) until the five year period mentioned expires.

(b) If your Partner dies, marries, enters a Civil Partnership or Qualifying Cohabitation during the five year period mentioned of if they had predeceased you and if there are any of your children alive and under 18 then the benefit is as follows:

If one such child - the annuity is paid;
If two or more such children - the annuity is divided into equal portions.

The annuity or an equal portion, as the case may be shall continue to be payable for the benefit of the child until whichever of the following first occurs;

(i) end of the five year period mentioned;
(ii) the child entitled to the payment dies;
(iii) the child reaches age 18.

When all payments mentioned in (a) and (b) cease or where you leave no Partner or children under 18 years of age, a lump sum becomes payable to your personal representative equal to the present value of 5 times the annuity less the aggregate of any annuity payments made to you or made to your personal representative under (a) or (b) above.

Where a pension is payable under the separate Dependants' Superannuation Scheme 1951, the death benefit annuity mentioned above does not apply but it may become payable in the form of a lump sum subject to certain limits.

The maximum limits will normally be the greater of one year's pensionable salary of the member or 3/80ths of pensionable salary for each year of pensionable membership, (maximum 120/80ths), less any pension and capital sum already paid to the former member.

What benefits do my dependants get if I die in service?

If you have at least 10 years pensionable membership at date of death and leave a Partner or children under age 18, your they will receive an annuity for up to 5 years after your death calculated on the basis of 1/60th of **net pensionable salary** at date of death for each year of pensionable membership (Maximum annuity 2/3rds of net pensionable salary).

If your Partner dies, marries, enters a Civil Partnership or Qualifying Cohabitation within the five year period mentioned above the annuity is payable for the benefit of any remaining eligible children as follows:

If one such child - full annuity;
If two or more such children - the full annuity is divided in equal portions.

The annuity or an equal portion, as the case may be, shall continue to be payable until whichever of the following first occurs:

(i) the end of the five year period;
(ii) the child entitled to the payment dies;
(iii) the child reaches age 18.

Where a pension is payable under the separate Dependants' Superannuation Scheme 1951, the death benefit annuity mentioned above does not apply, but the present value of it may become payable in the form of a lump sum subject to certain limits.

The maximum limit, in most cases will be the greater of one year's **pensionable salary** of the member or 3/60ths of **pensionable salary** for each year of pensionable membership, maximum 120/60ths.

In all other cases a lump sum equal to twice the amount of your contributions to the Scheme is payable to your personal representative.

Miscellaneous

Any increases, which the Trustees may decide to pay, will be the liability of the Scheme Fund. The liability for past pension increases given to existing pensioners is also a liability of the Fund. An additional pension amount paid by CIÉ to certain pensioners in 2026 is not a liability of the Fund.

All costs associated with the administration of the Fund shall be paid out of the Scheme Fund.

The 1951 Scheme is registered with the Pensions Authority: Reg. No. PB1853

In the event of judicial separation or divorce a court application for a pension adjustment order in respect of retirement or contingent benefits may be made. Further information may be obtained from:

The Pensions Authority,
Verschoyle House,
28/30 Lr. Mount Street,
Dublin 2.

The Trustees shall, from time to time, seek proof of identity from beneficiaries under this Scheme. Failure to comply with the Trustee's request will result in discontinuance of payment of pensions.

Scheme benefits are paid monthly in arrears. These are strictly personal and may not be assigned, charged or alienated in any way.

Dispute Procedures

Formal dispute procedures were introduced on 1st June, 2004, in order to satisfy the requirements of the Pension Ombudsman's Regulations as contained in S.I. No. 397 of 2003. S.I. 261 of 2004 was signed by the Minister for Transport on the 1st June 2004, giving legislative effect to the changes necessary to allow for the establishment of formal dispute resolution procedures. For further details of the internal dispute procedure, please contact the Administration Manager, C.I.É. Group Pensions – contact details are at the end of this document.

Transferred Service

If any member is entitled to a preserved benefit within the meaning of the Pensions Act, under another retirement benefits scheme by reason of service with a former employer and if the trustees are offered a transfer payment from the other scheme, they shall accept the transfer payment.

On receipt of the transfer payment they shall credit the member concerned with a notional period of transferred pensionable membership which is determined on the advice of the Actuary - this notional period of transferred pensionable membership will be taken into account in calculating all superannuation benefits.

Duty to give information:

1) A member of this Scheme shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to the member.

2) The surviving spouse, Civil Partner or Qualified Cohabitant of a deceased member shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to themselves, the member or any children of that member.

3) A person having the care of a child of a deceased member shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to that child.

4) The legal personal representative of a deceased member shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to the spouse, Civil Partner or Qualified Cohabitant or any children of that member.

5) Payment of pension under this Scheme shall be subject to the making by the spouse, Civil Partner or Qualified Cohabitant, or, where the children's pension is not payable to the spouse, Civil Partner or Qualified Cohabitant, by the person having the care of the children in question, of a declaration in such form and at such time as the Trustees may determine.

Repayment of pensions overpaid

If at any time a person receives payments on foot of a pension under this Scheme and such person is not entitled under this Scheme to such payments, or if a person

received payments on foot of a pension which exceeds those which are appropriate under this Scheme, such person or, in case such person has died, the legal representative of such person shall pay to the Fund on demand such payments or excess payments as may be appropriate, and such payments or excess payments shall in default of payment be recoverable by the Trustees as a simple contract debt in any court of competent jurisdiction.

Risk Statement

The scheme is funded by contributions paid by the employer(s) and members. Actuarial advice will have been obtained when setting those contributions. However, there is no guarantee that the scheme will have sufficient funds to pay the benefits promised. It is therefore possible that the benefits payable under the scheme may have to be reduced. If the scheme is wound up and there is a deficit, the employer(s) may not be under an obligation to fund the deficit or, even if the employer(s) are under such an obligation, they may not be in a position to fund the deficit.

Further information in relation to this Risk Statement may be obtained from the Administration Manager, C.I.É. Group Pensions – contact details are at the end of this document.

C.I.É. Dependants' Superannuation Scheme

Foreword

The term "Partner" refers to a spouse, civil partner or qualifying cohabitant. A qualifying cohabitant for the purposes of the Scheme is a person who has been living together with a contributing member in an intimate and committed relationship as a couple for a period of at least two years, where there are one or more children of the relationship or for a period of five years or more, in any other case.

The purpose of the Dependants' Superannuation Scheme is to provide pension benefits for the Partners and eligible children of deceased members of the Scheme.

The Scheme is vested in Trustees, who are the Trustees of the C.I.É. Superannuation Scheme 1951 (the "Main Scheme"). The regulations governing the scheme are contained in Statutory Instrument S.I 537 of 2026 (Dependant's Scheme) which is available on request. This S.I. represents a consolidation of all previous Statutory Instruments. A full listing of such S.I.s is available on request.

Membership

Does the Scheme apply to me?

Yes, you must join this Scheme if you are a member of the Main Scheme.

Pensionable membership has the same meaning as is assigned to it by the Main Scheme of which you are a member. In no case will pensionable membership exceed 40 years for the purpose of this Scheme.

What is my pensionable salary?

Pensionable salary has the same meaning as is assigned to it by the Main Scheme.

May I opt out of the Scheme?

No.

Contributions

What are my contributions?

Contributions are payable in two forms namely periodic contributions (deducted from weekly or monthly pay) and non-periodic contributions (normally by way of lump sum deduction on ceasing to be an active member).

The periodic contributions are deducted at the rate of 1.5% of your salary. In addition non-periodic contributions of 1% of pensionable salary at retirement are deducted from your capital sum payable from the Main Scheme in respect of each year of reckonable membership for which periodic contributions have not been made (subject to a maximum of 40 years).

In cases where membership ceases because your services are terminated on grounds of redundancy and you qualify for a superannuation allowance under a C.I.É.

superannuation Scheme, a further contribution amounting to 1.5% of your salary is payable by you in respect of each year in the period between your date of retirement and age 66 (subject to a maximum of 40 years). In order to reduce your final liability for non-periodic contributions an arrangement exists whereby the Trustees may allow additional contributions to be made in any one year equal to the periodic contributions paid by you in that particular year.

Does my employer contribute to the Scheme?

Yes, in the same manner as the Main Scheme.

For how long do I have to make contributions?

Your periodic contributions continue up to retirement, leaving service or death in service i.e. ceasing to be a contributing member.

Can my contributions be refunded if I do not have any Dependants'?

If, on ceasing to be a contributing member you do not have a Partner, your contributions relating to the period after bereavement, divorce, cessation of civil partnership or qualifying cohabitation will be refunded to you or to your personal representative. If you did not have a Partner throughout your contributory membership of the Dependants' Scheme, all of your contributions to this Scheme will be refunded to you.

Such refunds are subject to the deduction of income tax at the appropriate rate.

What happens to my contributions if I leave the Company?

The choices available to you in the Main Scheme, and the option you select apply equally to this Scheme.

If you have (i) less than 2 years qualifying membership or (ii) were single throughout your membership, you will receive a refund of your contributions less income tax at the appropriate rate. If you had previously been a member of the C.I.É. Dependants' Pension Scheme for Regular Wages Staff, you will have the two abovementioned options for your entitlements from that Scheme.

C.I.É. and its Operating Companies are also entitled to deduct any sums due to them by you from any contributions to be refunded.

If you had previously been a member of the C.I.É. Dependants' Pension Scheme for Regular Wages Staff and maintained a preserved benefit there, the choices available to you in the Main Scheme (relating to preserved Regular Wages benefits), and the option you select apply equally to the Regular Wages Dependants' Scheme.

Do I have to continue contributing if Partner predeceases me?

Yes, but if you do not marry, enter a civil partnership or qualifying cohabitation before retirement the contributions made subsequent to the death of your Partner will be refunded to you on retirement. If applicable, any non-periodic contributions in

respect of reckonable membership prior to entry to this Scheme will be deducted from the refund.

In cases where a member's Partner dies before the member retires, then on the death of the member any children of the member will be eligible for a children's pension without any increases in deductions in respect of non-periodic contributions.

May I pay additional contributions to increase my pensionable membership?

If you have purchased notional pensionable service in the Main Scheme, you were required to purchase the equivalent amount of service in the Dependants' Superannuation Scheme. The purchase of such notional service has ceased since 21st October 2026.

Benefits

What benefits will my dependants get from the Scheme on Death in Service?

Provided you have at least 5 years pensionable membership your Partner will receive one-half of the pension you would have received if you had retired at date of death with credit for pensionable service up to age 66 subject to a maximum of 40 years pensionable membership. In addition a children's pension is paid on the basis of 1/6th of your pension, calculated as above, for each eligible child up to a maximum of three children. If you leave more than three eligible children the maximum children's pension remains the same but the proportion paid for the benefit of each child is reduced. In respect of the first month following your death, the pension payment to your Partner will be increased to a sum equal to 1/12th of your pensionable salary, less the amount of the children's pensions, if any, payable for that month unless the pension so calculated is less than the Partner's pension otherwise payable from this Scheme. If you leave no Partner or if your Partner dies after your death any eligible children will benefit as follows:

(i) If there is only one eligible child, a children's pension is paid at one-third of what your pension would have been if you retired at date of death with credit for pensionable service to age 66 (maximum pensionable service 40 years);

(ii) If there are two or more such children an equal proportion of half of what your pension would be if calculated as though you retired at date of death with credit for pensionable service to age 66 is paid in respect of each eligible child (maximum pensionable service 40 years)

What benefits will my dependants get on Death after Retirement?

Your Partner will receive one half of your pension (based on a maximum of 40 years pensionable membership) provided you are married, in a civil partnership or qualifying cohabitation before your retirement. If, however, you retired due to ill health, before normal retirement age, your Partner's pension will be based on the pension you would have received if at time of retirement you were given credit for

pensionable membership to age 66 subject to a maximum of 40 years pensionable membership.

In addition, a children's pension is paid on the basis of 1/6th of your pension, as determined in accordance with the preceding paragraph, for each eligible child up to a maximum of three children. If you leave more than three eligible children the maximum children's pension remains the same but the proportion paid in respect of each child is reduced.

In respect of the first month following your death, the pension payment to your Partner will be increased to 1/12th of your annual pension (based on the maximum of 40 years pensionable service) less the amount of children's pensions, if any, payable for that month unless the pension so calculated is less than the Partner's pension otherwise payable from this Scheme.

For how long is the Partner's pension payable?

A Partner's pension is payable, during the lifetime of the Partner provided the Partner at date of death of the member or former member was not cohabiting with a person other than the deceased as partners or does not marry, enter a civil partnership or qualifying cohabitation at any time thereafter.

For how long is the children's pension payable?

A children's pension is payable for as long as the child/children are under 16 years of age or under 21 years of age if pursuing a full time course of education. In the case of the permanent incapacity of a child, for as long as the child is incapable of maintaining themselves.

A child is a child of the deceased for the purposes of this Scheme if they are (a) a child of the deceased, (b) a child adopted by the deceased (provided the adoption is recognised by the law of the State) or (c) a stepchild of the deceased and is under the age of 16 years or under the age of 21 years if still pursuing a full time course of education.

A permanently incapacitated child whose permanent incapacity first occurred when he or she was a child of the deceased for the purposes of this Scheme shall continue to be a child of the deceased as long as they are incapable of maintaining themselves.

To whom is a pension in respect of a child normally paid?

A pension payment in respect of a child is made to the person who has responsibility for the child. This person is normally the member's Partner. In any other case, the Trustees shall decide to whom the children's pension shall be paid. In all cases in which a children's pension is granted it is only to be applied for the benefit of the child.

A child shall not be eligible for a children's pension in respect of more than one member of the Scheme.

General

Benefits payable under this Scheme are strictly personal and cannot be assigned, charged or alienated in any way to a person other than the beneficiaries under the Scheme.

The Trustees shall, from time to time, seek proof of identity from persons having the care of a child of the deceased or other beneficiaries under this Scheme. Failure to comply with the Trustees's request will result in discontinuance of payment of pensions.

For the purpose of this Scheme the Trustees may disregard the marriage of a member if within one year from the date of marriage the member dies and the Trustees are of the opinion that the member or their spouse could have foreseen the death.

Duty to give information

1) A member of this Scheme shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to the member.

2) The surviving spouse, civil partner or qualifying cohabitant of a deceased member shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to themselves, the member or any children of that member.

3) A person having the care of a child of a deceased member shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to that child.

4) The legal personal representative of a deceased member shall give to the Trustees such information as is necessary for the proper operation of this Scheme in relation to the spouse, civil partner, qualifying cohabitant or any children of that member.

5) Payment of pension under this Scheme shall be subject to the making by the Partner, or, where the children's pension is not payable to the Partner, by the person having the care of the children in question, of a declaration in such form and at such time as the Trustees may determine.

Repayment of pensions overpaid

If at any time a person receives payments on foot of a pension under this Scheme and such person is not entitled under this Scheme to such payments, or if a person received payments on foot of a pension which exceeds those which are appropriate under this Scheme, such person or, in case such person has died, the legal representative of such person shall pay to the Fund on demand such payments or excess payments as may be appropriate, and such payments or excess payments shall in default of payment be recoverable by the Trustees as a simple contract debt in any court of competent jurisdiction.

Useful information

Employers within the CIÉ Group

Irish Rail, Iarnród Éireann HQ, Connolly Station, Amiens Street, Dublin 1, D01 V6V6	Dublin Bus, 59 O'Connell Street Upper, Dublin 1, D01 RX04	Bus Éireann, Broadstone, Dublin 7 D07 X2AE	CIÉ, Heuston Station, Dublin 8. D08 E2CV

Contact

Should you have any queries, or wish to request further details in respect of any provision of the Schemes or your entitlements, please contact the Administration Manager, C.I.É. Group Pensions, Heuston Station, Dublin 8 or by email: pensions@cie.ie

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