

### Definitions

Throughout the *Plan* Document there are words and phrases that have special meanings and are shown in italics.

**"Fund"** means each separately identifiable account maintained by us.

**"Fund Switch"** means the cancellation of units in one *Fund* and their allocation instead to an alternative *Fund* or *Funds*. The *Unit Account Value* on the effective day of the *Fund Switch* will be the same before and after the *Fund Switch*.

**"Intended Retirement Date"** means the date specified in the *Schedule*.

**"Plan"** means the Forester Life Personal Pension *Plan* that you have applied for and which is evidenced by this document and the *Schedule*.

**"Rules"** means in accordance with legislation, relevant to registered pension schemes, passed by Parliament in the Finance Act 2004 and subsequent legislation, including subordinate legislation (such as regulations and orders also passed by Parliament).

**"Schedule"** means the personal information relating to the *Plan*.

**"Stakeholder Pension Scheme"** means a scheme that meets the requirements set out in the *Stakeholder Pension Regulations*.

**"Stakeholder Pension Regulations"** means the Stakeholder Pension Schemes Regulations 2000 as amended or re-enacted from time to time.

**"Start Date"** means the date specified in the *Schedule*.

**"Unit Account"** on a given date means the units of the *Funds* that remain allocated to the *Plan* at the end of the previous day. Any units cancelled before that time for any reason described in this document do not form part of the *Unit Account*.

**"Unit Account Value"** effective on a given date means the sum of the units of each *Fund* of the *Unit Account* on that date multiplied by the respective unit price effective on that date.

**"We"** and **"Us"** mean Forester Life Limited.

**"Our"** has a corresponding meaning.

**"You"** means the Planholder. **"Your"** has a corresponding meaning.

### Scheme Registration

The Forester Life Personal Pension *Plan* is established under Deed Poll. *Your Plan* is subject to the terms of the Deed Poll and the *Rules* and is issued on the basis that The Forester Life Personal Pension *Plan* is and remains recognised by HM Revenue & Customs as a registered pension scheme under Part 4 of the Finance Act 2004.

Nothing in this document or in the *Schedule* may be taken to modify or override the *Rules*.

The benefits and options described in this document correspond with *your* rights under the arrangement to which *your Plan* relates. They are subject to the limits and other provisions contained in the *Rules*.

### Contributions

You may invest regular monthly and/or single contributions to *your Plan* up to the maximum limits allowed by the *Rules*. The minimum contribution is £20. Contributions must be in the currency of England.

Single contributions can be made by cheque or direct credit. Monthly contributions can be made by direct debit or standing order and are due on the *Start Date* and monthly thereafter until the due date immediately preceding the date from which *your* pension becomes payable.

### Optional Changes to Monthly Contributions

You may increase or decrease *your* monthly contributions at any time subject to a minimum increase of £5. Monthly contributions may not be reduced below the minimum of £20. Increases are subject to the maximum allowed under the *Rules*.

You may stop *your* monthly contributions at any time. If monthly contributions have stopped they may be restarted at any time subject to the limits allowed by the *Rules* and to any conditions or restrictions we may apply.

### Automatic Increases on Monthly Contributions

*Your* monthly contribution will increase automatically on each anniversary of the *Start Date*. The increase will be equal to the proportion by which the Retail Prices Index for the month six months before the month in which the anniversary falls exceeds the Index for the month 18 months before the month in which the anniversary falls, subject to a minimum increase of 2.5%. The increase will be applied to the monthly contribution payable immediately preceding the anniversary, allowing for any contribution changes attributable to Optional Changes.

If the Retail Prices Index is replaced or discontinued we will decide which other suitable Index we should use for calculating Automatic Increases. Automatic Increases will be reduced or cancelled if the *Rules* prevent an Automatic Increase from being made in full.

If you have made Optional Changes to *your* contribution within the 12 months preceding its anniversary, then we may, at our discretion, postpone the Automatic Increase by up to 12 months from the Optional Change. Future Automatic Increases will then occur at 12 month intervals, subject to any further postponement from future Optional Increases.

If you ask us to do so, we will stop future Automatic Increases, subject to 14 days' written notice. You may request that they recommence at any time, subject to 14 days' notice. The recommencement will not take account of any Automatic Increases that would have been made previously but for their earlier cessation.

### Investment of Contributions

Contributions will be invested in the *Fund(s)* selected for *your Plan*. The investment objectives of the *Fund(s)* are set out in our Key Features brochure for the Forester Life Personal Pension *Plan*. Subject to meeting the conditions for a *Stakeholder Pension Scheme*, we have discretion as to how the assets of each *Fund* are invested. Any income arising from the assets of a *Fund* will be added to the *Fund*.

Each *Fund* is divided into units of equal value. We will increase or reduce the number of units into which a *Fund* is divided at our

discretion, in which case we will transfer in to or out of the *Fund* an amount of money so that the value of each unit is unaffected. We will value each *Fund* each business day based on the closing prices of the assets for that day, or such other time as we may decide. We will calculate the value of the assets in each *Fund* on a fair and reasonable basis and check that the investment limits for each *Fund* are in accordance with the *Stakeholder Pension Regulations*.

We will calculate the value of a unit of each *Fund* at a valuation by dividing the total value of the *Fund* calculated at that day's valuation by the total number of units of the *Fund* existing at that time. We will then set a price for a unit of the *Fund* for the purpose of allocating units to *Plans* and computing the benefits under *Plans* that are linked to the *Fund*. It will be equal to the value of a unit of the *Fund* rounded to the nearest one-tenth of a penny. Unit prices set at a valuation will be effective for unit transactions on that day.

We may open new *Funds* from time to time or close or combine existing *Funds* if we think this is appropriate. Where we open new *Funds*, and subject to any conditions or restrictions we may apply, you may request that we redirect future contributions and/or *Fund Switch* existing units, using the unit prices effective on the later of the date you select and the day we receive your written instructions. Where we close or combine *Funds* we will redirect future contributions and/or *Fund Switch* existing units, as we decide are appropriate, using the unit prices on the effective date.

#### **Allocation of Units to your Plan**

On each monthly due date, we will allocate to the *Plan* units of the *Fund(s)* using the unit price or prices effective on that date. The total value of the units we allocate at those prices will be equal to the monthly contribution due.

If a monthly contribution is not paid on its due date then we reserve the right to allocate units of each *Fund* selected at the unit price effective on the day we receive the monthly contribution rather than at the unit price effective on the due date. If we have allocated units in respect of a monthly contribution that is not paid, those units will be cancelled.

For each single contribution or transfer payment received, we will allocate units to your *Plan* using the price or prices effective on the later of the day we receive the payment and the *Start Date*. The total value of the units we allocate at those prices will be equal to the payment received.

The number of units of a *Fund* allocated in respect of each payment and each *Fund Switch* will be rounded to the nearer 1/100th of a unit.

If the effective date for any unit cancellations under the *Plan* is the same day as the effective date for any unit allocations the allocations will take place first.

#### **Lifestyling**

We will maintain a set of lifestyling rules in order to progressively reduce the investment volatility of your *Plan* as you approach your *Intended Retirement Date*. Subject to any conditions set

out in the lifestyling rules, lifestyling will commence from the date five years before your *Intended Retirement Date* and continue until the Maturity Date. If you ask us to do so, we will stop lifestyling or not commence lifestyling, subject to 14 days' written notice. You may only request that they recommence prior to five years before your *Intended Retirement Date*, subject to 14 days' written notice.

The lifestyling rules set out the criteria to be used for determining which *Funds* contributions should be allocated to, and which *Funds* should have units switched. A *Fund Switch* will be carried out using the unit prices effective on the day(s) stated in the lifestyling rules.

We may amend the lifestyling rules from time to time.

#### **Charges**

The charges are set out in our Key Features brochure for the Forester Life Personal Pension *Plan*. In addition to the annual management charge the *Fund* price will be affected by the dealing costs and stamp duty on shares purchased.

#### **Annual Statements**

We will prepare and send to you, at least annually, a statement including valuation of your *Plan* and the amount of all regular and lump sum contributions made since the previous statement date.

#### **Transfers**

On receipt of your written instructions before your pension becomes payable we will transfer the *Unit Account Value* of your *Plan* with all rights and obligations to another registered pension scheme as allowed by the *Rules*. No contributions will be payable on and after the date on which your request becomes effective. We do not make any charge for the transfer.

Before the transfer can take place we will require written authority from the scheme administrator of the receiving scheme. We will issue you with a Statement of your *Plan* at the date of transfer. Transfer of the *Unit Account Value* will release us from all of our obligations under the *Plan*.

The *Unit Account Value* transferred will be that effective on the later of the day we receive your written instructions, the day we receive written authority from the scheme administrator of the receiving scheme and any date specified in your written instructions.

You may transfer to us the amount of another registered pension scheme as allowed by the *Rules*, which we will manage under these Terms and Conditions. The transfer must be made in a manner acceptable to us.

#### **Retirement Benefits**

Your pension will normally become payable on your *Intended Retirement Date*. However, on your written request, your pension may become payable from a date other than your *Intended Retirement Date*. This date will be the later of the date you select and the 30th day after we receive your request (or the next following business day if the 30th day is not a business day). Your pension may not become payable before or after the dates permitted by the *Rules*.

We will calculate *your* pension under the *Plan* based on the *Unit Account Value* at *your* retirement date and the form of pension to be provided. On receipt of *your* written instructions before *your* pension becomes payable, *you* may choose a pension in any form permitted by the *Rules*, subject to *our* agreement.

On receipt of *your* written instructions before *your* pension becomes payable, we will pay to *you* a portion of the *Unit Account Value* as a cash lump sum. This amount will be calculated in accordance with the *Rules*. The balance of *your* *Unit Account Value* will be applied to purchase a pension as described above.

Before we make payment of any pension, we will require proof of *your* age, sex and identity and those of any other person for whom a pension may prospectively be payable. Before we make payment of any pension due after *your* death, we will require proof of entitlement satisfactory to us. We may at any time require evidence as to the continued existence of any person entitled to receive a pension under the *Plan* as a condition of continuing to make payment of that pension.

In the event that *your* date of birth or sex, or those of any person who becomes entitled to receive a pension under the *Plan*, is incorrectly stated to us at any time, the benefits will be adjusted at *our* discretion.

#### **Death Benefit Before Retirement**

In the event of *your* death before *your* pension becomes payable we will pay the *Unit Account Value* effective on the day we receive notice of that event. Payment of this benefit will be in accordance with the *Rules*.

Before we make any payment, we will require evidence, satisfactory to us, of *your* death and of the entitlement to the benefits of the person or persons claiming payment. All payments are due in the currency of England at *our* registered office. Payment of benefit will release us from all of *our* obligations under the *Plan*.

#### **Open Market Option**

On receipt of *your* written instructions before *your* pension becomes payable, we will pay the *Unit Account Value* less any portion payable in the form of a cash sum, as a contribution to another registered pension scheme (as defined in the *Rules*) to provide pension benefits in substitution of those which we could provide. Payment of the *Unit Account Value* to the other registered pension scheme will release us from all of *our* obligations under the *Plan*.

Before the transfer can take place we will require written authority from the scheme administrator of the receiving scheme. We will issue *you* with a Statement of *your* *Plan* at the date of transfer. Transfer of the *Unit Account Value* will release us from all of *our* obligations under the *Plan*.

The *Unit Account Value* payable, after deducting any portion payable in the form of a cash sum, will be that effective on the later of the day we receive *your* written instructions, the day we receive written authority from the scheme administrator of the receiving scheme and any date specified in *your* written instructions.

#### **Commutation and Assignment**

No benefits under this *Plan* shall be capable, in whole or in part, of surrender, commutation or assignment unless in accordance with the *Rules*.

#### **Termination**

If the registration of The Forester Life Personal Pension *Plan* ceases or is withdrawn we will cancel *your* *Plan* and, in accordance with the *Rules*, we will transfer the *Unit Account Value* to another *Stakeholder Pension Scheme* to secure *your* pension rights. This will release us from all of *our* obligations under the *Plan*.

We will not accept any further contributions under the *Plan* if we cease to be satisfied that *you* remain eligible to pay contributions under the *Rules*. If this happens contributions will stop. The effective date of the cessation of contributions will be taken to be the due date of the first contribution we do not accept.

If we find that contributions to the *Plan* have exceeded the limits contained in the *Rules*, the excess will be refunded to *you* subject to any tax charge we are required to remit to HM Revenue & Customs. Any units previously allocated to the *Plan* and attributable to the excess contributions will be cancelled.

#### **Cancellation Rights**

*Your* *Plan* Documents are issued together with a Notice of *your* right to cancel. *You* have 30 days from receipt of this Notice in which *you* can change *your* mind about taking out *your* *Plan* and have *your* contributions returned.

If *you* wish to cancel *you* should complete and return this Notice to Foresters House, 2 Cromwell Avenue, Bromley BR2 9BF. The amount returned to *you* may be lower if the value of units bought on *your* behalf has fallen.

#### **Disputes**

We take the concerns of *our* Planholders very seriously. If at anytime *you* wish to make a complaint, please write to the Customer Relations Officer at Foresters, Foresters House, 2 Cromwell Avenue, Bromley BR2 9BF. In the unlikely event that *your* complaint cannot be resolved to *your* satisfaction, *you* can write to the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) (telephone 0300 123 9123 or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)). The existence of the FOS or this complaints procedure does not prejudice *your* right to take legal action.

#### **Using *your* Personal Information**

We are committed to ensuring *your* privacy and personal information is protected. This notice explains the information we may hold, how we obtain it and for what purposes, who we share it with and why, and the rights *you* have in respect to *your* information. This is further explained in more detail in *our* Privacy Policy.

Personal information is information that identifies *you*, is about *you* and is provided through *your* dealings with us. It includes *your* name, address, contact details, date of birth and Forester Life *Plan* details. In addition we hold information that we use to manage *our* relationship with *you* (contact, complaints and

financial information) and information about how *you* interact with *our* website.

In certain circumstances we may request and receive sensitive personal information about *you*.

The information *you* provide to Forester Life will be used for setting up and administering *your* Forester Life *Plan*, for communicating with and keeping *you* informed and for maintaining a record of complaints. In addition it will also be used for research and analysis, for marketing of *our* products and services and for compliance monitoring and crime prevention.

We share *your* information with *our* service providers, identity verification services such as credit reference agencies, and other parts of the Foresters organisation. We will not disclose any of *your* information to any other body or organisation except to prevent crime or if required by regulations or any law enforcement organisation.

We will retain *your* information for as long as *you* are a Forester Life Planholder, and in accordance with *our* data retention guidelines and legal and regulatory obligations.

*Your* rights in relation to the information are set out in *our* Privacy Policy. This is available on *our* website or by request from Customer Services.

The policy provides more detailed information on how to view, correct, withdraw or otherwise change the way we use *your* personal information.

If we have been unable to satisfy *your* concerns regarding any aspect of the processing or handling of *your* information *you* can contact the Information Commissioners Office on telephone helpline: 0303 123 1113, email visit [www.ico.org.uk/global/contact-us/email/](http://www.ico.org.uk/global/contact-us/email/) or by post at Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

### **General**

This document and the *Schedule* contain all the Terms and Conditions of the *Plan*. We will not be liable for any condition, claim, statement, warranty or representation, whether express or implied, and whether collateral to this agreement or not, which differs from these Terms and Conditions.

No term or condition in this document or the *Schedule* can be modified or waived (unless this document expressly provides that it can be) except by an endorsement issued by *us* from *our* registered office and signed by one of *our* authorised officials.

We will satisfy ourselves that any person to whom we delegate any of *our* functions or responsibilities under these Terms and Conditions is competent to carry out those functions and responsibilities.

Any requests made in connection with these Terms and Conditions must be made in writing and delivered to *us* at *our* registered office at Foresters House, 2 Cromwell Avenue, Bromley BR2 9BF. We will use certain procedures and forms

when any change to *your Plan* or any payment is to be made. We will only make changes when all normal procedures have been complied with.

We will retain all the charges and deductions described in this document for *our* own use and benefit. *Your* Account complies with HM Revenue & Customs requirements for a *Stakeholder Pension Scheme*. *You* authorise *us* to provide HM Revenue & Customs with relevant information about *your Plan* and its investments. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We will send any notices or other correspondence to the address that *you* have given to *us* in *your* application form, or to a new permanent residential address provided *you* have advised *us* of it in writing. We will update *our* literature from time to time. We will always communicate with *you* using the English language.