

Definitions

Throughout the Terms and Conditions 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 *Plan Value* on the effective day of the *Fund Switch* will be the same before and after the *Fund Switch*.

"Plan" means the 1,000 Forester Life Savings & Investment Plans you have applied for, which are evidenced by this *Plan Document*, less any that have been surrendered. Each of the 1,000 *Plans* is a separate arrangement and those that remain from time to time are identical. These Terms and Conditions apply to all of those *Plans* and any reference in these Terms and Conditions to the *Plan* is a reference to all those 1,000 *Plans*, less any that have been surrendered.

"Plan 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.

"Planholder" means the person or persons named in the Schedule.

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

"Stakeholder" means an account which meets the Government's requirements for a *Stakeholder* account as set out in the *Stakeholder Regulations*. For the purposes of this *Plan*, only an insurance policy is available.

"Stakeholder Regulations" means the *Stakeholder Products Regulations 2004* 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*.

"We" and *"Us"* mean Forester Life Limited. *"Our"* has a corresponding meaning.

"You" means the *Planholder(s)* and, where the context requires, the legal personal representatives of the surviving *Planholder*.

"Your" has a corresponding meaning.

Contributions

You may invest monthly and/or single contributions to your *Plan*. The minimum contribution is £20. There is no maximum limit. 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.

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.

You may stop your monthly contributions at any time. If monthly contributions have stopped they may be restarted at any time subject to any conditions or restrictions we may apply.

Automatic Increases on Monthly Contributions

Your monthly contributions 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.

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 the Key Information Document of the Forester Life Savings & Investment Plan. Subject to meeting the conditions for a *Stakeholder* account, 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 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 paid after 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 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.

Charges

There is a maximum annual management charge of 1.5% of the value of the *Fund(s)*. This charge reduces to 1.0% or less, 10 years after the *Start Date*. A proportion of the annual charge is deducted directly from the *Fund(s)* at each valuation, based on the number of days since the last valuation, and is reflected in the unit prices.

In addition to the annual management charge the unit prices are affected by portfolio transaction costs incurred directly or indirectly in the sale or purchase of investments held in the *Fund(s)*.

Annual Statements

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

Encashment

On receipt of *your* written instructions, you may request that we pay *you* all or a portion of the *Plan Value*. This will be effective on the later of the day *you* select and the day we receive *your* request. We will surrender a part of *your Plan* and withdraw *Funds* from the remainder of *your Plan*, at *our* discretion. If the *Plan Value* in respect of the part of the *Plan* that is surrendered is greater than the amount requested, we will invest the difference in the remainder of *your Plan* as a single contribution.

We will cancel a number of units of the *Unit Account* equal in value to the amount payable. If units of more than one *Fund* remain allocated to the *Plan* at the time, we will cancel units of each of those *Funds* equal in value to the proportionate value of the units of each *Fund*. The number of units of a *Fund* cancelled in respect of the partial withdrawal will be rounded to the nearer 1/100th of a unit.

Before we make any payment, we will require evidence satisfactory to *us* of the entitlement of the benefit of the person or persons claiming payment. We may also require the return of the *Plan Document* and any endorsements. All payments are due in the currency of England at *our* registered office.

Payment of benefit will release *us* from *our* obligations under the *Plan*.

Death Benefit

In the event of *your* death (the second death where the *Plan* is held on a joint life basis), we will pay 101% of the *Plan Value* effective on the day we receive notice and evidence satisfactory to *us*. Payment will be made to *your* legal personal representatives.

Before we make any payment, we will require evidence satisfactory to *us* of the entitlement of the benefit of the person or persons claiming payment. We may also require the return of the *Plan Document* and any endorsements. All payments are due in the currency of England at *our* registered office.

Payment of benefit will release *us* from *our* obligations under the *Plan*.

Cancellation Rights

Your Plan Document is 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*. The amount returned to *you* may be less than the contributions paid, if the value of units bought on *your* behalf has fallen.

If *you* wish to cancel *you* should complete and return the Notice to *us*.

Termination

We reserve the right to terminate *your Plan* by giving *you* 30 days' written notice after the 5th anniversary of the *Start Date*, if monthly contributions stop or have stopped and the *Plan Value* is less than £1,750.

Disputes

We take the concerns of *our Planholders* very seriously. If at anytime *you* do have any comments or wish to make a complaint, please write to the Customer Relations Officer at Forester Life, 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 (telephone 0300 123 9123 or email complaint.info@financial-ombudsman.org.uk or visit www.financial-ombudsman.org.uk). Referring your complaint to FOS 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/ or by post at Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

General

This document contains the *Schedule* and 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 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. 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 the normal procedures have been complied with.

We will retain all the charges and deductions described in this document for *our* own use and benefit. 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.