

Definitions

Throughout the Terms and Conditions there are words and phrases that have special meanings and are shown in italics.

“Contributor” means you and/or the child, your relatives and friends, local authorities and charities, and any other person.

“Contribution” means an amount in the currency of England which is gifted to the *Plan* from the contributor's own resources.

“Contribution Year” means that period running from the child's previous birthday to the day before the next birthday. For the year in which the *Plan* is opened the *contribution year* starts on the *Opening Date* and ends on the day before the child's next birthday.

“CTF Regulations” means The *Child Trust Funds Regulations 2004* as amended from time to time.

“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.

“Life assured” means the child as defined in the *CTF Regulations*.

“Maturity Date” means the child's 18th birthday.

“Opening Date” means the date from which payments can be accepted into the *Plan*.

“Plan” means the Forester Life Child Trust Fund that you have applied for and which is evidenced by this document and the *Schedule*.

“Schedule” means the document with that heading attached.

“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 person who can give instructions on management of the investments and has completed an application in accordance with the *CTF Regulations*. If the child is 16 or more, this person can only be the child. If the child is under 16, this person can only be someone who has parental responsibility for the child. *“Your”* has a corresponding meaning.

Contributions

Subject to the *CTF Regulations*, we will accept regular monthly and/or one off contributions to the *Plan* from you and any other contributor at any time after the *Plan* is opened. The minimum contribution is £10. In addition, we will accept Government contributions to the *Plan*.

The total amount contributed to the *Plan* in any contribution year cannot exceed the maximum contribution limit as specified in the *CTF Regulations*. We will accept contributions in date order up to the limit for the contribution year. Government contributions do not count towards the maximum contribution limit.

All contributions are gifts to the child and, once accepted into the *Plan*, cannot be repaid to the contributor.

Single contributions can be made by cheque, or directly from the bank (direct credit). Monthly contributions can be made by direct debit or standing order and are due on the *Opening Date* and monthly thereafter. The last monthly contribution(s) is/are payable on the contribution due date which precedes the *Maturity Date* or the earlier death of the life assured.

Optional Changes to Monthly Contributions

Any contributor may increase or decrease their monthly contributions at any time subject to a minimum increase of £5. Monthly contributions may not be reduced below the minimum of £10.

Any contributor may stop their monthly contributions at any time. Contributions from other contributors will be unaffected. If monthly contributions are stopped they may be restarted at any time subject to the minimum and maximum limits.

It may be necessary for us to reduce or cease monthly contributions from time to time to keep within the maximum contribution limit for the contribution year.

Automatic Increases on Monthly Contributions

Each monthly contribution will increase automatically on the anniversary of its commencement. 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 *CTF Regulations* prevent an Automatic Increase from being made in full.

If a contributor has made Optional Changes to their 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 any contributor asks us to do so, we will stop their future Automatic Increases, subject to 14 days' written notice. The contributor 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 Child Trust Fund. Subject to meeting the conditions for a Stakeholder CTF 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 in accordance with the *CTF 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 the Plan

On each monthly *contribution* 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 that price 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 on which we receive the monthly *contribution* rather than at the unit price effective on the *contribution* 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*, government contribution and transfer 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 *Opening 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)*. 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)*.

Ownership

The *Plan* may only be owned or held as a qualifying investment for a Child Trust Fund and the *Plan* investments shall be in the beneficial ownership of the child.

Title to the *Plan* shall be vested in you and the *Schedule* showing title to the *Plan* must be held by you. We will only act on your instructions for the management of the *Plan* and we will require your agreement (or suitable documentation or other evidence in the event of your death, incapacity or replacement by Court order) in a form acceptable to us, in order to replace you.

When the child attains age 16, ownership will automatically be transferred to the child and from that time we will act on the instructions of the child.

The *Plan*, or the rights conferred by the *Plan* or any share or interest in the *Plan* or rights respectively cannot be transferred to another person. The *Plan* cannot be used as security for a loan.

The *Plan*, the rights conferred by the *Plan* and any share or interest in the *Plan* or rights respectively, are not capable of assignment or assignation (other than that the *Plan* may be transferred to another CTF account) and the rights may vest in the personal representatives of a deceased child.

Statements

We will periodically send to you (or, if there has not been an application to manage the investments, the person for correspondence notified by HM Revenue & Customs) a statement in accordance with the *CTF Regulations*. This will normally be annually, but will be less frequent if no *contributions* are received into the *Plan* since the previous statement date (or *Opening Date* if appropriate) or the value of the *Plan* is below the minimum value for statements as set out in the *CTF Regulations*. If an annual statement is not sent, you may request that we send one to you.

The statement will include a valuation of the *Plan* and the amount of all *contributions*, government contributions and transfers received into the *Plan* since the previous statement date (or *Opening Date* if appropriate).

Transfers

On receipt of your written instructions and within any time period you have stipulated (but not less than 10 business days after receipt of your instructions) we will transfer the *Unit Account Value* of your *Plan* with all rights and obligations to another CTF provider or to the Forester Life Junior Individual Savings account (Junior ISA) or to another Junior ISA provider. 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 new provider. We will issue you with a statement of your *Plan* at the date of transfer. Transfer of the entire *Unit Account Value* will release us from all of our obligations under the *Plan*.

You may transfer the amount of a CTF held with another provider to us, which we will manage under these Terms and Conditions. The transfer must be made in a manner acceptable to us.

Benefits

Benefits are payable only on the child reaching their 18th birthday, on earlier death or on sufferance of a terminal illness.

On survival of the *life assured* to the Maturity Date (and unless the *life assured* directs otherwise), we will pay the *Unit Account Value* to the *life assured* effective on that date.

On the earlier death of the *life assured*, we will pay 101% of the *Unit Account Value* effective on the day we receive notice of that event. Payment will be made to the child's legal personal representatives after we receive evidence satisfactory to us of the *life assured's* death.

If we are advised by HM Revenue & Customs that a terminal illness claim has been agreed, then on receipt of your written instructions you can withdraw some or all of your investment. We will pay you all or a portion of the *Unit Account Value* effective on the later of the date you select and the day we receive your request.

Before we make any payment, we will require evidence satisfactory to us 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. Except when a terminal illness is suffered by the *life assured*, payment of benefit will release us from all of our obligations under the *Plan*.

Cancellation

If you wish to cancel the *Plan* you must exercise your cancellation rights within 30 days of receipt of our letter acknowledging your completed transfer application.

The *Plan* will not be opened until expiry of this cancellation period. Any contributions due to the *Plan* will be held in a non-interest bearing account until the *Plan* is opened or, if you exercise your cancellation right, until we receive instructions from you for the reinvestment or return to you of any contributions received.

Withdrawal and Termination

Withdrawals may not be made from the *Plan*. All payments are locked in until the benefits become payable at the child's 18th birthday or on earlier death of, or sufferance of a terminal illness by, the *life assured*.

We will inform you if, by reason of any failure to satisfy the provisions of the *CTF Regulations*, the *Plan* has, or will, become void. We will terminate the *Plan* if it becomes void under the *CTF Regulations* and will pay to you and any other contributors as applies the balance of the *Unit Account Value* reduced by such amount of tax and Government contributions including income and gains on those contributions, as we are obliged to account

for under those regulations. This will release us from all of our obligations under the *Plan*.

The proceeds from the termination of the *Plan* or the partial surrender of the rights conferred by the *Plan* cannot be paid to the child whilst the *Plan* is held in the Child Trust Fund.

Disputes

We take the concerns of our customers very seriously. If at anytime you do have any comments or 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 (telephone 0300 123 9123 or email 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 and the *life assured*, is about you and the *life assured* and is provided through your dealings with us. It includes your names, addresses, contact details, dates 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 and the *life assured*.

The information you provide to Forester Life will be used for setting up and administering the *life assured's* 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 the 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 the information to any other body or organisation except to prevent crime or if required by regulations or any law enforcement organisation.

We will retain the information for as long as the *life assured* is 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* and the *life assured's* personal information.

If we have been unable to satisfy *your* concerns regarding any aspect of the processing or handling of the 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 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 HMRC requirements for a Stakeholder CTF. *You* authorise *us* to provide HMRC 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.