

Definitions

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

"Child" means the *child* named in the *Schedule*.

"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 that 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 *Fund* available for the *Plan* 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*.

"Maturity Date" means the *child's* 18th birthday.

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

"Parental responsibility" means *parental responsibility* within the meaning of the Children Act 1989 or the Children (Northern Ireland) Order 1995, or parental responsibilities within the meaning of the Children (Scotland) Act 1995.

"Plan" means the Child Trust Fund (CTF) account which is evidenced by this document and the *Schedule*.

"Registered Contact" means the person who can give instructions for the management of the *Plan*.

"Schedule" means the document with that heading attached.

"Unit Account" on a given date means the units of the *Fund(s)* 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 *Registered Contact*. *"Your"* has a corresponding meaning.

CTF Account Provider

Forester Life Limited is approved by HM Revenue & Customs as a CTF account provider under the *CTF Regulations*.

Registered Contact

There can only be one *Registered Contact* at any time.

The *child*, provided they have attained their 16th birthday, or any other person with *parental responsibility* for the *child* may apply to be the *Registered Contact*. Before we change the *Registered Contact*, we will require certain information and declarations. We will not change the *Registered Contact* unless the information and declarations have been provided to *us*. The declarations may include the consent of the existing *Registered Contact*.

Notwithstanding the previous paragraph, if the *child* is the *Registered Contact*, then the *Registered Contact* cannot be changed.

If we become aware that the *Registered Contact*, other than the *child*, no longer has *parental responsibility* for the *child*, then we will stop accepting instructions from the *Registered Contact*. We

will resume accepting instructions only when we have changed the *Registered Contact* in accordance with *our* procedures.

Contributions

You, or anyone else, may contribute regular and/or single *contributions* to the *Plan*. The minimum *contribution* is £10. The total amount contributed to the *Plan* in any *contribution year* cannot exceed the *contribution* limit specified in the *CTF Regulations*. All *contributions* are gifts to the *child* and, once accepted into the *Plan*, cannot be repaid to the *contributor*.

We will not accept any *contributions* after the *Maturity Date* or the earlier death of the *child*.

Optional Changes to Regular Contributions

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

Any *contributor* may stop their regular *contributions* at any time. *Contributions* from other *contributors* will be unaffected. If regular *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 suspend regular *contributions* from time to time to keep within the maximum *contribution* limit for the *contribution year*.

Automatic Increases to Regular Contributions

Regular *contributions* paid by Direct Debit will increase automatically following the occurrence of the *child's* birthday.

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 *contribution* following the *child's* birthday falls, exceeds the Index for the month 18 months before the month in which the *contribution* following the *child's* birthday falls, subject to a minimum increase of 2.5%. The increase will be applied to the regular *contribution* payable immediately preceding the *child's* birthday, 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 regular *contributions* within the 12 months preceding the *child's* birthday, 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 Changes.

If a *contributor* commences regular *contributions* within the 12 months preceding the *child's* birthday, then we may, at *our* discretion, postpone the Automatic Increase by up to 12 months from the *contribution* commencement. Future Automatic Increases will then occur at 12 month intervals, subject to any further postponement from future Optional Changes.

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 the *Plan*. 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 proceeds 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 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.

Switching Funds

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.

Allocation of Units to your Plan

For each contribution or transfer payment received, we will allocate to the *Plan* units of the *Fund(s)* using the unit price or prices effective on the day we receive the payment. 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 1/1000th 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 give you the option to progressively reduce the investment risk of the *Plan* as it approaches the *Maturity Date*.

You must provide us with an instruction to opt in to lifestyling. Lifestyling will commence from the *child's* 15th birthday and continue until the *Maturity Date*.

The lifestyling rules set out the criteria to be used for determining which *Fund(s)* contributions should be allocated to, and which *Fund(s)* 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

There is an annual management charge of no more than 1.0% of the value of the existing *Fund* you transfer into and no more than 1.5% of the value of any additional *Fund(s)* you may choose to switch or invest into. This charge is deducted directly from the *Fund(s)* and is reflected in the unit prices.

In addition to the annual management charge the unit prices are affected by other fees 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 CTF and the *Plan* investments shall be in the beneficial ownership of the *child*.

The title to the *Plan* is vested in the *Registered Contact*. The *Schedule* showing title to the *Plan* shall be held by the *Registered Contact*.

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 or Junior Individual Savings Account (Junior ISA)) and the rights may vest in the personal representatives of a deceased *child*.

Statements

We will periodically send to you 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*. An annual statement will always be sent on the *child's* 11th and 16th birthday and just before they reach 18.

If an annual statement is not sent, you may request that we send one to you. If there is no *Registered Contact*, the statement will be sent to the *child* (care of the person for correspondence notified by HM Revenue & Customs). The statement will include a valuation of the *Plan* and the amount of all 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 the *Plan* with all rights and obligations to another CTF provider or to the Forester Life 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*.

Proceeds

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

On survival of the *child* to the *Maturity Date* the *Unit Account Value* will become payable to the *child* effective on that date.

Where no instructions have been given the *Plan* will be transferred to a protected account with *us* which *we* will continue to manage on the *child's* behalf in accordance with the *CTF Regulations*.

On the earlier death of the *child*, *we* will pay 101% of the *Unit Account Value* effective on the day of death. Payment will be made to the *child's* legal personal representatives after *we* receive evidence satisfactory to *us* of the *child'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 the 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 proceeds 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 *child*, payment of proceeds will release *us* from all of *our* obligations under the *Plan*.

Withdrawal and Termination

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

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 CTF.

Disputes

We take the concerns of *our* customers very seriously. If at any time *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). 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 *child*, is about *you* and the *child* 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 *child*.

The information *you* provide to Forester Life will be used for setting up and administering the *child'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 *child* 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 *child'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 contains 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 we currently hold in *our* records, 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. The law that applies to *your Plan* is English law.