

Definitions

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

“Contributor” means any person who contributes money into the *Plan*.

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

“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*.

“Junior ISA” means a scheme of investment that satisfies the conditions prescribed in and is operated in accordance with the *ISA Regulations*. For the purposes of this *Plan*, only a Stocks and Shares *Junior ISA* is available.

“ISA Regulations” mean the Individual Savings Account Regulations 1998 (SI 1998 Number 1870) as amended or re-enacted from time to time.

“Life Assured” means the Child, as defined in the *ISA regulations*.

“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 Forester Life Junior ISA.

“Registered Contact” means the person who can give instructions for the management of the account.

“Schedule” means the personal information 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.

“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 *Registered Contact*. *“Your”* has a corresponding meaning.

Registered Contact

There can only be one *Registered Contact* at any time. The *life assured*, provided he (or she) has attained his (or her) 16th birthday, or any other person with *parental responsibility* for the *life assured* 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 *life assured* is the *Registered Contact*, then the *Registered Contact* cannot be changed.

The *life assured* will be contacted prior to their 18th birthday to notify them that their *Plan* will automatically convert into an adult ISA if the monies are not encashed.

If we become aware that the *Registered Contact*, other than the *life assured*, no longer has *parental responsibility* for the *life assured*, 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 monthly and single *contributions* to the *Plan*. The total amount *contributed* to the *Plan* in any tax year cannot exceed the *contribution* limits specified in the *ISA regulations*.

Single *contributions* can be made by cheque or direct credit subject to a minimum *contribution* of £20. Monthly *contributions* can be made by direct debit or standing order subject to a minimum *contribution* of £10.

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

Before we accept any *contributions* after the *life assured’s* 18th birthday, we will require certain information and declarations. We will not accept any such *contributions* unless the information and declarations have been provided to us.

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

Automatic Increases to Monthly Contributions

Each monthly *contribution* will increase automatically on each 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 *ISA regulations* prevent an Automatic Increase from being made in full.

If a *contributor* has made Optional Changes to their *contributions* 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 Junior ISA*. 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 after 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

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 date that the *contribution* is received. The total value of the units we allocate at that price will be equal to the *contribution* due.

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

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)*.

Ownership

The investments of the *Plan* are, and will remain, in the beneficial ownership of the *Life Assured* and must not be used as security for a loan. The title to the *Plan* is vested in the *Registered Contact*.

The *Plan* may only be owned or held as a qualifying investment for a Stocks and Shares *Junior ISA*. The *Plan*, or the rights conferred by the *Plan* or any share or interest in the *Plan* or rights respectively, other than the cash proceeds from termination or part encashment of the rights conferred, including full or part encashment following the acceptance of a terminal illness claim, cannot be transferred to you or the *life assured*.

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 *Junior ISA* manager in accordance with the *ISA Regulations* or title to the *Plan* may be transferred to a new *Registered Contact*).

Annual Statements

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

Transfers

On receipt of your written instructions, within any time period you have stipulated (but not less than 10 business days after receipt of your instructions) and subject to the *ISA Regulations*, we will transfer some or all of the *unit account value* of your *Junior ISA* with all rights and obligations to another *Junior ISA* manager. We do not make any charge for the transfer.

Before the transfer can take place we will require written authority from the new manager. 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 *Junior ISA* or a Child Trust Fund (CTF) account held with another Account Manager to us, which we will manage under these Terms and Conditions. We can accept transfers from Stocks and Shares Accounts and/or Cash Accounts, into this *Plan*. The transfer must be made in a manner acceptable to us.

Junior ISA Benefits Encashment

At any time after the *life assured's* 18th birthday and on receipt of their written instructions, they may withdraw some or all of the investment. We will pay them all or a portion of the *unit account value* effective on the later of the date they select and the day we receive their request.

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* immediately prior to the withdrawal,

we will cancel units of each of those *Funds* equal in proportion to the value of the units of each *Fund*. The number of units of a *Fund* cancelled in respect of the withdrawal will be rounded up to the nearer 1/100th of a unit.

Death Benefit

In the event of the *life assured's* death we will pay 101% of the *unit account value* effective on the day of death. Payment will be made to the *life assured's* legal personal representatives after we receive evidence satisfactory to us of the *life assured's* death.

Terminal Illness Benefit

If we are advised by HM Revenue & Customs (HMRC) 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.

All Benefits

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. Payment of the entire *unit account value* will release us from all of our obligations under the *Plan*.

Cancellation Rights of a Junior ISA

The Plan Document and the *schedule* are issued together with a notice of *your* right to cancel. *You* have 30 days from receipt of the notice, during which *you* can change your mind about taking out *your Plan* and have all *contributions* returned to *you*.

Cancellation

If *you* wish to cancel *you* should complete and return the notice to Foresters House, 2 Cromwell Avenue, Bromley, BR2 9BF.

Withdrawal period when transferring a CTF to a Junior ISA

If the Junior ISA application is by way of transfer from a CTF account the Registered Contact will have a seven day period in which to withdraw from the transfer. During this period we will not contact the CTF provider to transfer the account. However after this period the transfer will complete and the Junior ISA cannot transfer back to a CTF. There is no cancellation period once the Junior ISA is in force.

Termination

Your Plan will be managed in accordance with the *ISA Regulations*. We will inform *you* if, by reason of any failure to satisfy the provisions of the *ISA Regulations*, *your Plan* has, or will, become void. We will terminate *your* account if it becomes void under the *ISA regulations* and will pay the *Life Assured* the *unit account value* reduced by such amount of tax as we are obliged to account for under those Regulations. This will release us from all of our obligations under the *Plan*. The *Plan* shall terminate automatically if it ceases to be owned or held in the *Junior ISA*.

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* 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 information 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 Plan* complies with HMRC requirements for a *stakeholder Junior ISA*. 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. The law that applies to *your Plan* is English law.