

### 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 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.

*"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 Junior ISA - Options which is evidenced by this document and the *Schedule*.

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

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

*"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 *Registered Contact*. *"Your"* has a corresponding meaning.

### ISA Account Manager

Forester Life Limited is approved by HM Revenue & Customs as an ISA account manager under the ISA Regulations.

### Registered Contact

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

The *child*, provided he (or she) has attained his (or her) 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.

The *child* 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 *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 single *contribution* is £20 and the minimum regular *contribution* is £10.

The total amount contributed to the *Plan* in any tax year cannot exceed the *contribution* limit specified in the *ISA regulations*.

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

Before we accept any *contributions* after the *child'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 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. If regular *contributions* have stopped they may be restarted at any time subject to any conditions or restrictions we may apply.

### Automatic Increases to Regular Contributions

Regular *contributions* paid by Direct Debit 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 regular *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 regular *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 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 your *Plan*. 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.

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 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 nearest 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.

### Charges

There is an annual management charge of 1.5% of the value of *Fund(s)*. This charge reduces to 1.0%, 10 years after the *Start Date*. 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 investments of the *Plan* are, and will remain, in the beneficial ownership of the *child* and must not be used as security for a loan.

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* 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 *child*.

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*) and the rights may vest in the personal representatives of the *child*.

### 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 Cash *Junior ISA* held with another *ISA Account Manager* to us, which we will manage under these Terms and Conditions. The transfer must be made in a manner acceptable to us.

### Junior ISA Benefits

#### Encashment

At any time after the *child'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 1/1000th of a unit.

#### **Rollover**

If the *child* does not withdraw the full value of the investment on their 18th birthday it will automatically roll over into an Adult Stocks and Shares ISA, in accordance with the *ISA Regulations*.

#### **Death Benefit**

In the event of the *child's* death 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.

#### **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*.

#### **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 *child* 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 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, Kent, 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](mailto:complaint.info@financial-ombudsman.org.uk) or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). You may alternatively submit your complaint to the Online Dispute Resolution (ODR) platform ([ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)). Referring your complaint to FOS or ODR 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/](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. *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.