

# First State Investments ICVC

## *Supplementary Information Document – UK Version*

15 June 2012

This Supplementary Information Document contains key information in relation to First State Investments ICVC an investment company with variable capital incorporated in England and Wales under registered number IC23 which is authorised by the Financial Services Authority. Please ensure that you read this document carefully in conjunction with the key investor information document so that you are aware of the potential risks involved before you decide to invest your money with First State Investments ICVC. You are also advised to read First State Investments ICVC's full prospectus which contains further detailed information on the sub-funds.

We recommend that you contact a financial adviser if you have any doubts about the suitability of an investment in any of our funds, or if you are not confident that you fully understand the risks involved.

This Supplementary Information Document is for distribution in the United Kingdom only.

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# 1 Introduction

First State Investments ICVC (the “Company”) is a company made up of various sub-funds. In this supplementary information document (the “SID”), these sub-funds are referred to as “the Funds” (and each one of them a “Fund”). First State Investments (UK) Limited is the authorised corporate director (the “ACD”) of the Company.

The key investor information documents (the “KIIDs”) contain details on the shares in the Company (the “Shares”) in which you can invest.

References in this SID to “we”, “us”, and “our” are to First State Investments (UK) Limited as the ACD and issuer of this SID, “you” or “your” refers to investors or potential investors in the Funds.

This SID will be updated at least annually. Additional in-formation such as the latest annual and semi-annual re-ports and transaction forms (these include the application forms, the transfer form, the top-up form and the redemp-tion form) can be obtained free of charge by contacting our Client Services Team or downloaded from our web-site, [www.firststateinvestments.com](http://www.firststateinvestments.com) at any time. It can be found by selecting the literature option on the home page. You should then select:

- your country of residence;
- the appropriate fund range, First State Investments ICVC – UK OEIC; and
- the SID (supplementary information document) from the list of literature available.

**In certain cases, references are made to further information in the “Prospectus”, which refers to the full prospectus of the Company available upon request by contacting our Client Services Team on 0800 587 4141, or which can be downloaded from our website, [www.firststateinvestments.com](http://www.firststateinvestments.com) at any time.**

The currency of the Funds is pounds sterling and all monetary values are stated in pounds sterling. Some Funds have Share classes available to buy in Euros.

This document is accurate as at the date stated on the cover. Any investment decision should be made by reference only to the most recent version of the KIID, SID or Prospectus available. Nothing in this document should be construed as investment advice.

Visit our website or contact us for the most up-to-date performance of our Funds.

## 2 Contact us

### If you wish to write to us:

Client Services  
First State Investments (UK) Limited  
23 St Andrew Square  
Edinburgh  
EH2 1BB

### If you wish to call us:

#### **Client Services**

Telephone: 0800 587 4141 (+44 131 525 8870)  
Fax: +44 131 473 2516

9am to 5pm (UK time) Monday to Friday except for bank holidays in England and Wales and the last business day before Christmas.

#### **Dealing Team**

Telephone: 0800 587 3388 (+44 131 473 2471)

8am to 5pm (UK time) Monday to Friday except for bank holidays in England and Wales and the last business day before Christmas and other days at the ACD's discretion.

We may record your telephone conversations with us for training and quality assurance purposes.

### If you wish to e-mail us:

[enquiries@firststate.co.uk](mailto:enquiries@firststate.co.uk)

### You can find literature and recent share prices at:

[www.firststateinvestments.com](http://www.firststateinvestments.com)

## 3 Investment Information

The following section is designed to give you further information about the Funds. Please note that the Company's Prospectus provides further detail if required.

We recommend that you contact a financial adviser if you have any doubts about the suitability of an investment in any of our Funds, or if you are not confident that you fully understand the risks involved.

Before you invest, you should:

- make sure that you have selected a Fund that has an aim which is consistent with your goals;
- read the relevant KIID for the Fund you have selected;
- consider the risks that you will be taking when you invest in a Fund whose return is not guaranteed; and
- make sure that you understand how charges might affect your investment.

### What is a class of Share and who are the different classes aimed at?

Different classes of Shares have different terms and conditions.

Class A: aimed at smaller deals, usually from financial advisers and individuals.

Class A (hedged): aimed at smaller deals, usually from financial advisers and individuals.

Class B: aimed at medium to large deals, for example from portfolio managers, or institutional investors.

Class B (hedged): aimed at medium to large deals, for example from portfolio managers, or institutional investors.

Any reference to Class A refers to Class A and Class A (hedged), likewise any reference to Class B refers to Class B and Class B (hedged).

### What is a currency hedged Share class?

It is a class of Shares in which the Company tries to reduce the risk of any changes in exchange rates which could otherwise have an impact on the value of your investment. For further information please see the section on Characteristics of Shares in the Company's Prospectus.

### What is a hedge?

A hedge is an investment which is made to reduce the risk of price movements in an asset, for example currency. A perfect hedge reduces your risk to nothing (except for the cost of the hedge), but there is no guarantee that hedging will be totally successful and no hedging strategy can eliminate risk entirely.

For further information please see Appendix I of the Company's Prospectus which relates to the investment objectives, policies of the Funds, as well as providing other details.

### When and how are the Funds valued?

After receiving your correctly completed application form we calculate the price at which you will invest in the Fund(s) of your choice at the next valuation point (12 noon on each dealing day).

If you are a monthly saver, we will normally take your payment from your account on the 15th of each month or the business day after that date, and we will use it to buy Shares at the next valuation point.

Shares may be bought and sold from 8am to 5pm on any dealing day. If we receive your correctly completed application before 12 noon, the share price will be determined at that day's valuation point. If we receive an order to buy or sell after 12 noon, the price will be determined at the following dealing day's valuation point. This is known as "forward pricing". Further information can be found in the Company's Prospectus.

For ISA transfers, the Shares will be bought after receipt of the monies from your previous ISA manager. Please see our website for our ISA transfer application form.

### What is a dealing day?

A dealing day is a day when we are open for business and accept deals. This is Monday to Friday 8am to 5pm (UK time) except for bank holidays in England and Wales, the last business day before Christmas and other days at the ACD's discretion.

### What is a valuation point?

We price the Funds every dealing day at 12 noon (UK time); we call this the valuation point.

### What are the differences between accumulation Shares and income Shares?

If you invest in accumulation Shares you will not receive any income from your investment. Any income will be rolled up into the value of Shares in the Fund you invest in; this will maximise your investment's potential to grow.

If you invest in income Shares you will receive income on a regular basis. This may affect your investment's potential to grow.

### What is an ISA?

An ISA is an individual savings account. It is a tax-free savings account, meaning that you do not have to declare any income received on your ISA investment.

### How much can I invest in an ISA?

The most you can invest into a stocks and shares ISA account is £11,280 for tax year 2012-2013, or you can split this amount by investing up to £5,640 in a cash ISA and the remainder of the £5,640 in a stocks and shares ISA.

### What is a benchmark?

A benchmark is an index against which a Fund's performance is measured.

## 3 Investment Information

continued

### Investing in the Funds

#### How can I invest in the Funds?

You can invest in the Funds in the following ways:

- by telephoning our dealing team on 0800 587 3388 (+44 131 473 2471) between 8am to 5pm Monday to Friday on any dealing day; or
- by sending a completed application form to us.

Your application form and payment should be sent to:

**Client Services**  
**First State Investments (UK) Limited**  
23 St Andrew Square  
Edinburgh  
EH2 1BB

Alternatively, you may invest by contacting your financial adviser who can place an investment on your behalf.

An agreement to buy or sell Shares in writing or by telephone is a legally binding contract.

#### What information do I need before I invest in the Company?

Before investing in the Company you will need to read the KIID for the Fund and Share Class you wish to invest in.

#### Why do I need to read the KIID before I invest?

The KIID will help to ensure that you are aware of the key information relating to your investment before you invest. We also have a duty to ensure that you have read the information contained in the KIID before you invest. Therefore, whether you contact us by phone or send in an application form, you will be asked to confirm you have read the KIID.

#### Where can I get the latest version of the KIID?

The latest version of the KIID is available online at [www.firststateinvestments.com](http://www.firststateinvestments.com) at any time. It can be found by selecting the literature option on the home page. You should then select:

- your country of residence;
- the appropriate fund range, First State Investments ICVC – UK OEIC; and
- the KIID (key investor information document) relating to the Fund and Share Class you wish to invest in from the list of literature available.

If you wish to receive a paper copy of a particular KIID you can do so by calling Client Services on 0800 587 4141 (+44 131 525 8870) between 9am and 5pm (UK time) each day, Monday to Friday, with the exception of bank holidays in England and Wales, the last business day before Christmas and other days at the ACD's discretions.

#### What information do I need to provide in order to invest in the Funds?

You will need to provide your full name and address, date of birth, your national insurance number and also full details of the Fund and Share class that you wish to invest in.

#### Can I make regular investments?

Yes, if you would like to make regular monthly investments into the Fund of your choice, you will need to fill in the direct debit instruction that accompanies the application form.

#### When do I need to pay for my investments?

When we receive your application we will buy shares at the next available valuation point. Unless you send a cheque with your correctly completed application form, payment is due within 4 business days of the day we receive and process your application form. A contract note confirming your investment will be sent on the next dealing day after we process your application form.

#### What law governs your agreement to buy and sell shares in the Company?

The agreement is made under English law. By investing you agree that any dispute will be settled by the courts of England and Wales.

#### What information will I receive after I invest?

We will send you a contract note giving you details of the Shares we bought for you, or a regular saver's acknowledgement letter instead of a contract note. As we will not issue any Share certificates, you should retain your contract note for your personal records.

#### What are my cancellation rights?

If you have received advice from a financial adviser about your investment/transfer you may have the right to cancel your investment within 14 days of receiving your contract note. In these circumstances, if you wish to cancel your investment, you should complete and return the cancellation notice to Client Services, as follows:

**Client Services**  
**First State Investments (UK) Limited**  
23 St Andrew Square  
Edinburgh  
EH2 1BB

We will then return your investment to you although you may not receive back the amount you originally invested if the value of your investment has fallen. You will also have the initial charge deducted from your investment if applicable.

Where you have not received advice, your application will not qualify for cancellation rights but you will be able to sell your Shares in the normal way.

#### How do I sell my investment?

You can sell some or all of your Shares on any dealing day by contacting our Dealing Team by phone or completing the redemption form that can be found at [www.firststateinvestments.com](http://www.firststateinvestments.com) at any time. It can be found by selecting the literature option on the home page. You should then select:

- your country of residence;
- the appropriate fund range, First State Investments ICVC – UK OEIC; and
- the redemption form from the list available.

## 3 Investment Information

continued

Minimum amounts apply. See below.

### How soon after selling my investments will I receive payment?

Payment will occur within 4 business days of receipt of original copies of all required documentation from you.

### What are the minimum amounts that I can invest and hold in the Funds in Sterling or the equivalent in Euro?

	Class A and Class A (Hedged)	Class B and Class B (Hedged)
Minimum initial subscription	£1,000 (€1,000)	£500,000 (€500,000)
Minimum subsequent subscription	£500 (€500)	£50,000 (€50,000)
Minimum holding	£1,000 (€1,000)	£500,000 (€500,000)
Minimum redemption/switch amount	£500 (€500)	£50,000 (€50,000)
Investment under regular savings scheme	£50 per month (not applicable to Euro Classes)	n/a

### Are all Funds available in Sterling and Euro?

All Funds are available in Sterling for both Class A and Class B except the First State Indian Subcontinent Fund where only Class A is available. The Euro Share Classes are available for both Class A and Class B in all Funds except for the First State Asia Pacific Fund, the First State Global Emerging Markets Fund and the First State Indian Subcontinent Fund where only Class A is available.

### How can I keep track of the performance of my investment?

You can check the Share prices and monitor your investments in a variety of ways:

- Check our website at [www.firststateinvestments.com](http://www.firststateinvestments.com)
- Call us on 0800 587 4141 (+44 131 525 8870) between 9am and 5pm each Monday to Friday with the exception of all bank holidays in England and Wales, the last business day before Christmas and any other days at the ACD's discretion.
- Contact your financial adviser.

### Can I switch my investment in a Fund to another First State Investments Fund?

Subject to the terms set out in the Company's Prospectus, you may switch all or some of your Shares of a Class or a Fund for Shares of another Class or Fund at any time.

In order to switch/transfer between the Funds you need to write to us or call our Dealing Team on 0800 587 3388 (+44 131 473 2471) on a dealing day.

We may at our discretion charge a fee for switching shares between Funds. The switching fees are set out in the KIIDs.

### What happens to the income of the Fund I invest in?

If you hold income Shares any income due to you will be paid into your bank or building society account. If you hold accumulation Shares any income due to you will be reinvested and the income reflected in the price of your existing shares. No

new shares will be issued, however you will be deemed to have received income for tax purposes.

### When will any income be paid in relation to my investment?

Many of the investments we make in the Funds pay dividends, which we may pass on to you as a shareholder either as income (if you own an income share) or by the value of your shares in the Fund increasing in value (if you own an accumulation share). We call this distributing income. We will distribute any income twice per year on or before 30 September and 31 March each year.

### Will I receive interest on cash balances?

We aim to fully invest your money so we will not pay interest on cash balances.

### Fees and expenses

#### What are the costs of investing in the Funds?

There are a number of costs associated with investing in the Funds which are highlighted below. Further information on all of the charges and expenses can be found in the Company's Prospectus.

The Company's Prospectus specifies the maximum amount of these charges.

**Annual management charge:** This is the yearly charge payable to us for running the Fund. We may increase the annual management charge by giving you 60 days' written notice.

**Initial charge:** This charge may be imposed when you purchase Shares. The initial charge is added to the price you pay for Shares. We may increase the initial charge by giving you 60 days' written notice.

**Other expenses:** Other fees and expenses relating to the administration of the Funds include custody, depositary and trustee's fees. These are payable out of the Funds and taken in to account when calculating the Share price at which you buy or sell Shares. We pay these fees and expenses out of the income of each of the Funds except for the First State Asian Property Securities Fund, the First State Emerging Markets Bond Fund, the First State Global Property Securities Fund and the First State Global Listed Infrastructure Fund, where fees and expenses will be charged against the capital of the relevant Fund. Deducting expenses from capital reduces the potential for capital growth. For further information please see the section on risk factors in the Company's Prospectus.

Details of the fees and expenses are available in KIID for each Fund.

#### How will fees and expenses affect my investment?

Please refer to the individual KIID for each Fund to see how fees and expenses could affect your investments into the Funds. The fees and expenses in the KIID are as at the date of the last audited financial statement. The rates of return are not guaranteed and the information only shows the effect of fees and expenses.

## 3 Investment Information

continued

### Are fees and taxes included in the calculation of the performance?

Past performance calculations do not include any fees, taxes or charges.

### What is the net asset value (NAV)?

It is the value of the assets of the Fund less the liabilities of the Fund and is calculated in accordance with the Company's Prospectus.

### Is a dilution adjustment applied to the Funds?

Under certain circumstances, high levels of buying and selling Shares in a Fund may increase the dealing costs and affect the value of the assets in the Fund. To prevent this effect, called "dilution", we will apply a "dilution adjustment" to the share price for those of you dealing in the Fund on the day when Shares are bought or sold.

On days when there are net inflows to a Fund, any dilution adjustment will have the effect of increasing the share price and conversely, on days when there are net outflows from the Fund, any dilution adjustment will have the effect of reducing the share price.

You will find further details of dilution adjustment in the Company's Prospectus.

### How much will any advice cost?

If you have arranged this investment through a financial adviser, or if at any time you appoint/have appointed a financial adviser, they may be entitled to receive commission from us. The amount of any commission payable will depend on the size of your investment (and for monthly savings how long you save for). Commission will be paid out of the charges detailed in each KIID. Your adviser will give you details about the precise cost.

Currently, there are no additional costs if you buy or sell Shares by telephone, e-mail or in writing.

### Are redemption charges currently charged?

We do not currently charge you for selling your Shares.

### Tax

The Funds are sub-funds of an open-ended investment company resident in the United Kingdom for tax purposes to which the Authorised Investments Fund (Tax) Regulations 2006 apply.

Each Fund will be treated as a separate entity for UK tax purposes.

### Will I have to pay tax on my investment?

**Income tax:** If you live in the United Kingdom (or live in the UK for tax purposes), you may have to pay UK income tax on distributions, either on any income you receive from the Funds (if you own income shares), or any income which is used to buy more shares in the Fund (if you own an accumulation share class). The only exception is where you hold your investments in an ISA, where you will not need to pay any income tax. Your tax voucher will show the information you need.

If you pay tax only at the lower or basic rate, you will have no more tax to pay on any distribution.

If you pay tax at the higher rate, you will still have to pay further tax at an effective rate of 25% of the distribution.

If you do not pay tax, HM Revenue & Customs ("HMRC") will repay your tax but only on interest distributions.

**Capital gains tax:** If you live in the United Kingdom (or live in the UK for tax purposes), you are liable to tax on capital gains (currently at a rate of 10%, 18% or 28%), when you sell or transfer shares or move investments between funds, if the net profit you make in a tax year is more than your annual personal allowance for the relevant tax year. Your profit is generally the increase in value of your investment while you owned it.

In the unlikely event that a Fund is terminated because it is no longer commercially viable this may result in a distribution of capital to shareholders potentially resulting in a capital gain or loss (and therefore a potential tax liability) at that time.

**Stamp duty reserve tax:** We have the right to charge you an amount for stamp duty reserve tax ("SDRT") at up to 0.5% on the purchase, sale or transfer of Shares. It is not normally our policy to take such a charge directly from you, our current policy is to recover the SDRT from the Funds.

**The above information does not constitute tax advice.** The tax system and tax rates may change. The regime of taxation of the income or capital gains received by you depends on the tax law applicable to the personal situation of each of you and/or to the place where the capital is invested. Prospective investors and investors who are in any doubt about their tax position, are recommended to seek advice.

For ISA investments please see Section 4, ISA investments.

Further information is detailed in the Company's Prospectus. You should ask your tax office or your tax adviser if you need more information.

### What is First State Investments' policy on Data Protection?

If you complete any of the transaction forms (the application forms, the transfer form, the top-up form or the redemption form) (the "forms") you will need to provide us with personal information ("personal data").

By signing the forms or providing us with personal data you agree that we or our agents or third party administrators may process personal data about you for the purpose of account administration and other general business purposes.

If you want to receive information about other products and services from us please ensure that you tick the box indicated on the forms where available.

The processing of your data may involve the transfer of your personal data by electronic media, including the internet.

If you appoint an independent financial adviser they will have access to your personal data, including details of your investments with us. We will not disclose information about you to any third party, other than an independent financial adviser we believe to have been appointed by you, except where required by law or regulatory bodies or otherwise where you have given your consent.



## 3 Investment Information

continued

### How do I make a complaint?

Should you be unhappy with the services or products you have received from us, you may notify us at any time in the following ways:

- call our Client Services team on 0800 587 4141 (+44 131 525 8870);
- email us at [enquiries@firststate.co.uk](mailto:enquiries@firststate.co.uk); or
- write to:

**Complaints Co-ordinator**  
**First State Investments (UK) Limited**  
23 St Andrew Square  
Edinburgh  
EH2 1BB.

A full copy of our complaints procedure is available on request or on our website [www.firststateinvestments.com](http://www.firststateinvestments.com)

If you are not satisfied with the way we deal with your complaint you may also write directly to:

**The Financial Ombudsman Service**  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### What additional protection do I have?

We are covered by the Financial Services Compensation Scheme (“FSCS”).

The FSCS can pay compensation to you if you lose money because of bad or misleading advice, negligent management of investments, misrepresentation or fraud, and the firm concerned has gone out of business and cannot return your investments or money owed. They do not pay compensation for losses arising solely from investment performance.

The maximum amount of compensation for claims is up to £50,000 per person per firm for claims against firms declared in default from 1 January 2010. For firms declared in default before that date the maximum level of compensation for claims is £48,000 per person per firm.

Further information is available from:

**The Financial Services Compensation Scheme**  
5th Floor  
Lloyds Chambers  
1 Portoken Street  
London  
E1 8BN.

Telephone: 0800 678 1100

[www.fscs.org.uk](http://www.fscs.org.uk)

## 4 ISA Investments

**The following section is designed to give you further ISA specific information that is not found in Section 3 Investment Information.**

### What is an ISA?

An individual savings account (“ISA”) is an account in which you can save and invest without having to pay

- any capital gains tax on any profits made; or
- tax on income or interest received on your investment.

Please remember that this favourable tax treatment may change in the future.

An ISA is a scheme of investment managed in accordance with the ISA Regulations by the ISA manager under terms agreed between the ISA manager and you (“ISA Terms and Conditions”).

### The ‘one-ISA-of-each-type-a-tax-year’ rule

In each tax year, ISA investors may subscribe to:

- one cash ISA; and
- one stocks and shares ISA.

You may not subscribe to two (or more) cash ISAs, or two (or more) stocks and shares ISAs in the same tax year. The two types of ISA can be opened with the same provider or with different providers.

ISA savers can transfer current year cash ISA subscriptions (and related income) to their stocks and shares ISA. The whole amount saved in the current tax year in that cash ISA up to the day of the transfer must be transferred – partial transfers of current tax year subscriptions are not acceptable). If you transfer your current year cash ISA to a stocks and shares ISA, that cash ISA will be treated as though it never existed (i.e. any money you saved up to the date of the transfer will be treated as if you had invested that money directly to the stocks and shares ISA) – therefore if you have not used your annual ISA investment allowance of £11,280 you may subscribe to a cash ISA in the same tax year, subject to the overall subscription limit of £11,280. ISA savers will not however be able to transfer money saved in their stocks and shares ISA to their cash ISA for either current or previous tax years.

### How much can I invest in an ISA?

The most you can invest into a stocks and shares ISA Account is £11,280 for each tax year, or you can split this amount by investing up to £5,640 in a cash ISA and the remainder of the £5,640 in a stocks and shares ISA.

### Who can invest in an ISA?

To be eligible to subscribe to an ISA you must:

- be an individual;
- be aged 18 or over at the time of your application in order to open a stocks and shares ISA;
- be resident and ordinarily resident in the United Kingdom or, if not so resident, be performing duties as a crown employee serving overseas and paid out of the public revenue of the United Kingdom (typically a serving member of the armed services, or a diplomat), or be married to, or in a civil partnership with, such a person;
- not have subscribed to another ISA of the same type in that tax year (see the ‘The ‘one-ISA-of-each-type-a-tax-year’ rule’ section above for further information);and

- not have exceeded the overall subscription limit.

### Does the First State Investments ISA have a CAT mark?

A CAT marked ISA meets specific Government targets for cost (C), access (A), and terms (T). The fact that an ISA meets the CAT standard does not mean that it is or is not an appropriate investment for you, nor does it provide any guarantee of future investment returns. We believe that seeking independent financial advice is essential in making sure that the ISA you choose is right for you.

The First State Investments ISA is not CAT marked.

### How do I close my ISA?

You can close your ISA at any time by:

- writing to Client Services either at:  
First State Investments (UK) Limited  
23 St Andrew Square  
Edinburgh  
EH2 1BB
- or by fax on 0131 473 2516;
- calling our Dealing Team between 8am and 5pm on any dealing day on 0800 587 3388.

Following receipt of your letter, we will send you a cheque within four business days, providing it contains all necessary information. Please note that requests received after 12:00 noon will be handled on the next business day.

We may also close your ISA under the following circumstances:

- where you have suspended direct debit payments before the value of your account reaches £1,000;
- where we write to give you 60 days’ written notice of closure;
- where the account no longer complies with the ISA regulations;
- where you have breached the ISA terms and conditions or you fail to pay any money due under those terms and conditions; or
- where we receive notice of your death.

In order to switch/transfer between the Funds you need to fill in our transfer form or call our Dealing Team on 0800 587 3388.

### Will I have to pay tax on my ISA?

Under current law, you do not have to pay any personal United Kingdom capital gains or income tax on your ISA.

The information contained within this SID is a summary of the main tax principles. Please remember that this favourable tax treatment may change. You should ask your tax office or your financial adviser if you want more information.

### What are my cancellation rights for ISA transfers?

For ISA transfers to First State Investments entered into after a face-to-face meeting with your financial adviser, after we receive your investment transfer Application Form we will give you fourteen days to change your mind unless you have an agreement with your financial adviser which excludes this right. If you tell us of your change of mind in that time, we will not forward the transfer request to your previous ISA manager. This means that the transfer will not proceed and your ISA funds will remain with that ISA manager. This is known as “cooling off” period. ISA transfers that take place under a distance contract, i.e. without any face-to-face contact, will not receive cooling-off rights.

# 5 ISA Terms and Conditions

## 1 Definitions

In these Terms and Conditions certain words we use have special meanings. We tell you what these are below:

“Account” – your First State ISA which is governed by these Terms and Conditions.

“Account Investments” – the assets held from time to time within the Account.

“ACD” – First State Investments (UK) Limited as authorised corporate directors of First State Investments ICVC.

“Application Form” – the Application Form or transfer form (where appropriate) that you complete when applying to invest in the Funds.

“Business Day” – any day (excluding Saturdays, Sundays and public holidays) on which banks are open to conduct normal banking business in London, except for the last business day before Christmas.

“Company” – First State Investments ICVC.

“FSA” – the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS or any successor authority.

“Fund”/“Funds” – any or all of the sub-funds of the Company, as selected by you in your Application Form.

“ISA” or “Individual Savings Account” means an Account set up and managed under the ISA Regulations.

“ISA Regulations” – the Individual Savings Account Regulations 1998 as amended from time to time.

“Regular Saver” – an investor who subscribes by means of a regular monthly payment to be collected by direct debit.

“Rules” – the rules of the FSA as amended from time to time and which govern these Terms and Conditions.

“Terms and Conditions” – these Terms and Conditions and the statements and declarations made by you in your Application Form.

“Valuation Dates” – 31 January and 31 July in each calendar year or, if any such date is not a Business Day, the previous Business Day, or such other dates nominated from time to time by us on which the investments in your Account will be valued.

“Year” – a tax year beginning on 6 April in any year and ending on 5 April in the following year.

“us”/“we”/“our” – First State Investments (UK) Limited.

“you”/“your” – the Account holder.

## 2 Introduction

These Terms and Conditions and the Application Form are the agreement between you and us for the management of your Account. You are advised to read these Terms and Conditions carefully. If there is anything you do not understand please contact your financial adviser or call us on 0800 587 4141.

## 3 Opening an Account

3.1 You must subscribe to the Account with your own money.

3.2 To subscribe to an Account, you must complete and sign an Application Form and return it to us with either a cheque for the amount you want to invest or a completed direct debit authorisation.

3.3 Subject to 3.4, your Account will begin (subject to any right you have to cancel it) when we receive your correctly completed Application Form and accompanying documents and subscriptions, unless we need to clarify or obtain further information about you.

3.4 We do not have to accept applications.

3.5 We will acknowledge your correctly completed Application Form within one Business Day of receiving it.

3.6 You may normally only subscribe in the ways set out below, although we may accept payments in other forms which the ISA Regulations allow. You may invest either:

- a) by a lump sum payment made by cheque, or by a transfer from an existing ISA; or
- b) by monthly payments by direct debit to us.

3.7 The minimum subscription:

- a) for a lump sum investment is initially £1,000 per Fund within an Account with subsequent payments of at least £500 per Fund within an Account.
- b) for Regular Savers is £50 per month per Fund within an Account.

3.8 The most you can invest in an Account is £11,280 for the 2012-2013 tax year into a stocks and shares ISA, or you can split this amount by investing up to £5,640 in a cash ISA and the remainder of the £5,640 in a stocks and shares ISA.

3.9 Where you apply for shares in the Funds under a distance contract, i.e. without any face-to-face contact with your financial adviser, whether such investments are made direct or through the First State ISA, you will not receive cancellation or cooling-off rights.

3.10 Where you apply for shares in the Funds under a contract entered into in a face-to-face meeting with your financial adviser, whether such investments are made direct or through the First State ISA, you will have cancellation rights unless you have an agreement with your financial adviser that excludes those rights.

3.11 Where cancellation rights apply, after we accept your Application Form, we will send you a notice giving you 14 days to cancel your investment. In those circumstances, if any money has been invested and has reduced in value at the time you cancel, you will lose the amount by which it has reduced. If an ISA is cancelled within the cancellation period, investors are treated as though they have not subscribed to an ISA within the tax year in which it has been cancelled.

3.12 You can apply to transfer an existing stocks and shares ISA or current tax year subscriptions from an existing cash ISA to us. When the transfer takes place the existing account must be in cash. This will normally be arranged with the relevant account manager. We will invest the sum transferred at the next valuation point in your chosen Fund after we receive the Application Form and cheque from the previous account manager for the full amount transferred. Once your existing ISA account (or current tax year subscriptions in your existing cash ISA) has been transferred you will be subject to these Terms and Conditions.

3.13 You must tell us immediately in writing if you are no longer eligible to invest in an ISA.

3.14 We will not accept any further payments if the ISA Regulations no longer give you the right to invest in an ISA.

## 5 ISA Terms and Conditions

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### 4 Application of lump sum cash

- 4.1 If you make a lump sum cash payment, we will use it to buy shares in your chosen Fund. This will take place by not later than the next Business Day after we receive your correctly completed Application Form and cheque.
- 4.2 We will send you a contract note on the next business day after we have bought the shares.
- 4.3 We may manage the investments in your Account with the investments of other individual savings accounts that we manage. We may also aggregate such investments and we may consolidate them with those of other accounts which we manage for you.

### 5 Collection and application of monthly subscriptions for Regular Savers

- 5.1 You will receive a Regular Saver's acknowledgement letter after we receive your Application Form.
- 5.2 If you are a Regular Saver, your subscription will normally be collected from your bank or building society account on the 15th of each month (or the next Business Day should that day fall on a Saturday, Sunday or public holiday). We will normally invest subscriptions at the next 12 noon valuation point (the time of day at which we work out the price of shares). Interest will not accrue and will not be paid on monthly subscriptions, if any, held in the account between the date of collection and the date of investment.
- 5.3 If your bank or building society refuses any request for a monthly subscription, we reserve the right, without notice to you, to cease to attempt to collect that or any other monthly subscription.
- 5.4 If you are a Regular Saver you may tell us in writing to increase or decrease the amount of regular monthly subscriptions. This is subject to two conditions:
  - a) the monthly subscription after the change must be not less than £50; and
  - b) the maximum subscription must not exceed the annual maximum ISA limits (see above).

You may choose to stop making such subscriptions. Your notice will take effect from the seventh business day following the day we receive it.

- 5.5 If:
  - a) you are a Regular Saver and you stop making regular monthly subscriptions; or
  - b) the total of all your subscriptions is less than £1,000, then we can close your Account by giving you one month's notice.

### 6 Ownership of shares

- 6.1 The shares in your Account will be registered in the name of First State Investments (UK) Limited, or such other person, called the nominee, as we nominate.
- 6.2 You will be and must remain the beneficial owner of all the investments in your Account. This means that, although we hold them in our name or in the name of our nominee, they really belong to you and they are held so that it is readily apparent that they don't belong to us, the nominee or any associate of either.
- 6.3 Certificates or other documents evidencing ownership of the investments in your Account will be held by First State Investments (UK) Limited – A/C ISA, or as we direct.

- 6.4 There will not be any separate documents of ownership as evidence of your entitlement. Therefore in the event of default, any shortfall in the shares registered in the name of the nominee may be shared proportionately among all clients whose investments are so registered.
- 6.5 Neither you nor we nor our nominee shall grant any security interest over, or enter into any stock lending transaction with any third party in relation to any of your investments in the Account nor may we or you borrow money on your behalf against the security of your ISA investments or indemnity for a loan.
- 6.6 You may not dispose of or otherwise transfer any interest or investments in the Account or cash sums held in the Account.
- 6.7 Neither we nor any nominee shall release any investments in the Account into the possession of, or any control of a third party except on your or your duly appointed agent's instructions.
- 6.8 Except as provided in these Terms and Conditions, neither we nor the nominee shall have any claim, lien, or right of retention over, or any right to sell, investments in the Account.
- 6.9 We or the nominee will maintain records of the ISA investments which meet the requirements of the Rules.
- 6.10 We accept responsibility for any default of any nominee.

### 7 Management of the investments in your Account

- 7.1 We will invest your subscriptions in shares in the Fund(s) of your choice. The investment objective of each Fund is set out in its key investor information document and also in the Company's Prospectus. Details of any restrictions on the types of investments or markets on which transactions can be executed are set out in the Prospectus.
- 7.2 If you are a Regular Saver we will reinvest distribution income from shares held in your Account in further shares in the relevant Fund(s). If you are a lump sum investor, you may choose, by writing to us, to have income paid out to you if you have income and accumulation shares.
- 7.3 We may employ agents in connection with the services we provide and may delegate all or any of our powers or duties to any delegate(s) of our choice in accordance with the ISA Regulations.
- 7.4 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 or responsibilities.
- 7.5 We will not be liable for the negligence or misconduct of any such agent or delegate, except where we are guilty of negligence, wilful default or fraud in our choice of such agent or delegate.
- 7.6 Paragraphs 7.3, 7.4 and 7.5 do not exclude or restrict any liability we have to you under the ISA Regulations, the Financial Services and Markets Act 2000 or the Rules.

### 8 Charges

- 8.1 You should consult the Company's Prospectus for details of the current level of all charges payable for the Funds. Because of the initial charges the deductions for charges and expenses are not made uniformly throughout the life of investment in the Funds but are loaded disproportionately on to their early years.
- 8.2 The amount (if any) of the charges, how they are charged or reimbursed and the date for payment can be changed on giving you 60 days' written notice.

## 5 ISA Terms and Conditions

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- 8.3 If you switch shares between the Company's Funds a switching charge may be made. The Company's Prospectus and the key investor information document give details of these charges.
- 8.4 Under certain circumstances, high levels of buying and selling in a Fund may increase the dealing costs and affect the value of the assets in the Fund. To prevent this effect, called 'dilution', the ACD may apply a 'dilution adjustment' to the share price for those investors dealing in the Fund on the day when shares are bought or sold. On days when there are net inflows to a Fund, any dilution adjustment will have the effect of increasing the relevant share price and conversely, on days when there are net outflows from the Fund, any dilution adjustment will have the effect of reducing the relevant share price. When the ACD applies a dilution adjustment, it is paid into and becomes part of the assets of the relevant Fund. You will find further details of dilution adjustment in the Company's Prospectus.

### 9 Your Rights

- 9.1 We will send you the report and accounts of the Company twice a year and any other information issued by us to shareholders free of charge.
- 9.2 If you so request in writing we will arrange (subject to any legislative provisions) for you to be able to:
- attend and vote at shareholder meetings
  - receive any other information/entitlements which are available.
- If you do not give us specific instructions on how you would like to vote on any issue on which your holding gives you voting rights, we will vote on your behalf as we see fit.

### 10 Transfer to another ISA manager

- 10.1 On your instruction your Account, or part of your Account, with all rights and obligations, shall be transferred to another ISA manager, (or that manager's nominee, or you and the manager jointly) who is eligible to act under the ISA Regulations, is approved by HM Revenue & Customs (HMRC) and who agrees to accept the transfer. We will comply with your instructions within such time as is stipulated by you (provided such time stipulated by you is not less than 10 Business Days) and, in any event, within 30 calendar days of receipt of your instructions.
- 10.2 The transfer will be subject to a retention of assets from your Account to cover our charges and expenses, and any liabilities for tax.

### 11 Merger

If, when you subscribe to your Account, the Regulations permit us to merge the investments of previous ISA subscriptions belonging to you with those in your Account (whether purely for administrative purposes or otherwise), then these Terms and Conditions will apply to all those investments for all purposes for which mergers are allowed under the ISA Regulations. If the subscriptions in your Account are in future merged with those of another ISA which we manage, then these Terms and Conditions shall cease to apply in favour of those of that other ISA.

### 12 Delegation and Transfer of Our Duties

- 12.1 We may delegate any of our duties as ISA manager to any other subsidiary of the Commonwealth Bank of Australia. In signing the Application Form you agree that we may transfer our responsibilities as ISA manager to any such group company which is approved under the ISA Regulations as an ISA manager.

12.2 This delegation is subject to that other group company writing to you and agreeing to carry out all our duties and obligations in respect of your ISA. If it does so, you agree that we will be released from all those duties and obligations that the new manager has undertaken to carry out.

12.3 We shall satisfy ourselves that any delegate or new manager is competent to carry out those functions and duties delegated or transferred.

### 13 Closing your Account

- 13.1 We may close your Account immediately on giving you written notice if we believe it is impossible to administer your Account under the ISA Regulations or you are in breach of the ISA Regulations.
- 13.2 Your Account will close automatically with immediate effect if it no longer satisfies the ISA Regulations. We will notify you in writing if this happens.
- 13.3 We can close your Account on one month's notice if you fail to pay any money due under this agreement or are in breach of any of the terms of this agreement.
- 13.4 We may terminate our appointment as ISA manager at any time without penalty by giving you 60 days' notice to that effect.
- 13.5 You may, by writing to us, request that your Account be closed immediately on receipt of your notice. You may request that the investments in your Account and cash and rights attaching to them be transferred to you or be realised and the proceeds paid to you. We will comply with your instructions within such time as is stipulated by you (provided such time stipulated by you is not less than 10 Business Days) and, in any event, within 30 calendar days of receipt of your instructions.
- 13.6 Closure will not affect the completion of any transactions already begun and any outstanding fees will remain payable. We will promptly account to you for all the shares and cash held, but we can keep any shares and cash we need to settle transactions already initiated and outstanding fees. You will pay to us fees and transaction charges owing at the date of closure.
- 13.7 Upon the death of an investor, the relevant Account will close when we receive written notice of death. The tax concessions within the Account will cease (from the date of death) and the value of the Account or the shares will be available to the estate less amounts due to us and subject also to the completion of the necessary formalities to our reasonable satisfaction.

### 14 Withdrawal

- 14.1 You may ask to withdraw any part of the investments in your Account at any time by having them transferred to you or realised and the proceeds paid to you provided that:
- the withdrawal is to a value of a minimum of £500; and
  - the value of the assets remaining within your Account does not as a consequence fall below £1,000 (subject to payment for any outstanding transactions, accrued fees and expenses).
- 14.2 You must make your request for withdrawal in writing to the address set out below or such other address as we tell you, and we will acknowledge such instruction in writing sent to your address. In your request, you should specify whether the investments and cash in your Account and the rights attaching to them should be transferred to you or be realised and the proceeds paid to you. We will comply with your instructions within such time as is stipulated by you (provided such time stipulated by you is not less than

## 5 ISA Terms and Conditions

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10 Business Days) and, in any event, within 30 calendar days of receipt of your instructions.

### 15 Periodic reports and accounts

15.1 We will also send a report to you for a six month period ending on a Valuation Date (or the period starting on the commencement of your Account and ending on the next Valuation Date). This report will contain a valuation of the investments in your Account at the most recent Valuation Date and to the extent required by the Rules and ISA Regulations, details of all transactions and holdings relating to your Account during the relevant period. The report (which will not contain a measure of performance) will also include the information required by the Rules.

We will keep copies of all contract notes and other statements of dealing. They will be available for you to inspect at our Edinburgh offices on any Business Day between the hours of 8am to 5pm.

### 16 Changes

- 16.1 Save as otherwise provided below, we can change these Terms and Conditions at any time by giving you a minimum of 60 days' notice in writing, providing such change does not result in your Account ceasing to qualify under the ISA Regulations.
- 16.2 Amendments to these Terms and Conditions may be made without notice where such amendments are reasonably required to comply with or to be able to operate more closely with law or regulation including (but without prejudice to the foregoing generality) the Rules and the ISA Regulations, subject always to the Rules or other applicable law or regulation.

### 17 General

- 17.1 To the extent the ISA Regulations allow us, we may make claims, conduct appeals and agree on your behalf liabilities for the relief from tax in respect of your Account.
- 17.2 Whilst we will try to invest successfully, we are not responsible for any loss or fall in value of your Account, except for any loss or fall occurring as a direct result of our fraud, wilful default or negligence of any group company or gross misconduct or a breach of the Financial Services and Markets Act 2000 or any regulations made under it. We accept no liability for the default of any third party except as set out in paragraphs 6.10 and 7.5 of these Terms and Conditions.
- 17.3 The value of the investments in your Account and the income from them may fall as well as rise due to market movements and, where applicable, exchange rate fluctuations. You may not get back the amount invested. You are reminded that past performance is no guarantee of future returns.
- 17.4 You undertake that, while your Account is open you will remain the owner of the investments and cash in your Account free of any lien, charge or encumbrance. You agree to indemnify us against all costs, expenses, demands and losses (including any taxation attributable to the investor) which we may incur in the lawful and proper exercise of our duties.
- 17.5 If any of the following happen:
- failure, interruption or delay in the performance of our obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, failure of third parties to carry out their obligations, acts of governmental or supranational authorities, or
  - any other event or circumstance whatsoever not reasonably within our control

we will not be liable to you nor have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

- 17.6 We will have an interest in all purchases or sales of shares for your Account, because we are also the ACD. As such we (or our nominee) may act as principal in all purchases or sales of shares for your Account.
- 17.7 When we buy or sell shares for your Account we may have, directly or indirectly, a further interest in that transaction. This may occur, for example, where we deal collectively for you and for other clients, where other clients already have holdings in the Fund you have selected, or where we act for both the buyer and seller in a transaction. We will not further inform you of any interest before such a transaction.
- 17.8 We will notify you if, by any reason of any failure to satisfy the provisions of the ISA regulations, your Account has, or will, become void.

### 18 Confidentiality

- 18.1 We may have to disclose any information known to us relating to your business or affairs to the HMRC or any other relevant regulatory or legal or criminal authority (including, without limitation, the FSA) as required to be disclosed by law, the Rules or the ISA Regulations. Any such disclosures may be made without your knowledge or consent. We will not be liable for any disclosure made in accordance with this paragraph in good faith to any such authority.
- 18.2 You authorise us to provide HMRC with all the relevant particulars of your Account and the investments in your Account which HMRC may reasonably request in connection with your Account.

### 19 Taxation

Growth within your Account is free of any liability to capital gains tax or income tax. On closure of your Account you have no liability for capital gains tax or income tax on the proceeds. You will supply us with all information which we reasonably require in respect of your Account and you will inform us immediately if you cease to qualify to invest in an ISA. The levels and basis of taxation and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances.

### 20 Complaints

- 20.1 You should refer complaints to our complaints officer, who will investigate and take such action as may be considered appropriate. You may also complain direct to The Financial Ombudsman Service.
- 20.2 If we default you may be entitled to compensation under the Financial Services Compensation Scheme. We can send you a statement summarising the Scheme if you ask for it.

### 21 Governing Law

These Terms and Conditions are under English Law and the parties agree that any dispute will be settled by the English Courts.

### 22 Notices and instructions

- 22.1 You should send any notice or instruction to us to Client Services, First State Investments (UK) Limited, 23 St Andrew Square, Edinburgh, EH2 1BB or to such other address we may notify to you. We will send notices to you by post, at your risk, to the address last notified to us. Any such notice will be deemed as having been received two business days following the day of posting.

## 5 ISA Terms and Conditions

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- 22.2 You must normally communicate with us in writing which will not, except by prior agreement, include facsimile. We may from time to time accept other forms of instruction at our reasonable discretion.
- 22.3 We will acknowledge in writing and comply with your proper written instructions as soon as reasonably practicable.

### 23 Regulation

We are authorised and regulated by the Financial Services Authority and are approved by HMRC as an account manager under the ISA Regulations. An Account must comply with the requirements laid down by HMRC which may vary from time to time and which are currently set out in the ISA Regulations and in these Terms and Conditions dated 15 June 2012.

## 6 The Company, Service Providers and Regulator

### The Company

#### Registered Office

First State Investments ICVC  
3rd Floor  
30 Cannon Street  
London  
EC4M 6YQ

#### Correspondence Address

Client Services  
First State Investments (UK) Limited  
23 St Andrew Square  
Edinburgh  
EH2 1BB

#### Authorised Corporate Director

First State Investments (UK) Limited  
3rd Floor  
30 Cannon Street  
London  
EC4M 6YQ

### The Service Providers

#### Depository

National Westminster Bank plc  
135 Bishopsgate  
London  
EC2M 3UR

#### Administrator

State Street Bank and Trust Company  
20 Churchill Place  
London  
E14 5HJ

#### Custodian

State Street Bank and Trust Company  
20 Churchill Place  
London  
E14 5HJ

### Investment Manager

First State Investment Management (UK) Limited  
23 St Andrew Square  
Edinburgh  
EH2 1BB

### Auditors

PricewaterhouseCoopers LLP  
PO Box 90  
Erskine House  
68-73 Queen Street  
Edinburgh  
EH2 4NH

### Registrar

The Bank of New York Mellon (International) Limited  
One Canada Square  
London  
E14 5AL

### Legal Advisers

Simmons & Simmons LLP  
CityPoint  
One Ropemaker Street  
London  
EC2Y 9SS

### The Regulator

#### Regulator of the Company and the ACD

The Financial Services Authority  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS





