

Aviva Pensions Discovery Service Terms of Use for Customers

Welcome to the Aviva Pensions Discovery Service (the “Discovery Service “). These terms of use (the “Terms”) set out the basis upon which Aviva Administration Limited acting on behalf of the Aviva Group (“Aviva”, “us” or “we”) agrees to provide the Discovery Service to the Customer (“you, or “your”).

Important Information before you use the Discovery Service

- These Terms are between you and us, please read them carefully. By clicking to accept the Terms and continuing to use the Discovery Service you agree to be bound by these Terms. If you do not agree to these Terms, you cannot use the Discovery Service.
- By using the Discovery Service, you agree to our [Privacy Notice](#) which explains how we collect and use your personal information.
- Aviva have appointed FF Fabric Limited (company registered number 13392040) as its appointed representative (‘Appointed Representative’) to trace / contact providers of your pension scheme (‘Pension Provider’) using the details provided by you in the Application form and where possible to identify and liaise with the Pension Providers to provide a Pension report for each pension identified.
- We may change these Terms, please see ‘Changes’ below for further details.
- If anything is unclear to you about these Terms or you want to discuss the Discovery Service, please see ‘How to contact us’ below.

Using the Discovery Service

- The Discovery Service is only available in relation to pension schemes registered within the United Kingdom.
- You must provide information relating to your previous employer(s)/address(es) and other relevant information required for the Pension Discovery Application Form, as fully and accurately as you can. If the information you provide isn’t accurate or sufficiently complete, this will limit Aviva’s ability to retrieve the required information and we may not be able to locate your pension(s).
- You hereby confirm that the pension(s) you are seeking to trace are those you believe you are a member of and the details entered in the Pension Discovery Application Form relate to you rather than to a third party. We will take steps to verify the identity of the user of the Discovery Service.

Continued overleaf.

What the Discovery Service aims to do

- Aviva will pass the information provided by you to our Appointed Representative to (a) trace your lost pensions, and/or (b) trace details of your known pension(s), via the Government Tracing Service (Pension Tracing Tool), the Association of British Insurers database and other online tools/services. The Appointed Representative will then contact the relevant Pension Provider to request information relating to your pension(s). We will then provide this information to you. You acknowledge that Aviva or its Appointed Representative has no control over the timing or quality of response(s) from the Pension Provider(s) and the information we provide to you is limited by the information we receive from you and the Pension Provider(s). Aviva cannot guarantee that we will find the details or existence of all pensions held by you.
- In participating in the Discovery Service you are under no obligation to consolidate your pension(s) with Aviva, we will however provide details of our pension consolidation service when we provide the results of the Discovery Service to you.

Cost for using the Discovery Services

- We do not currently charge for the Discovery Service, although we may change this at any time. We will always notify you and seek your agreement before this happens. In consideration of the promises and the mutual covenants set forth within these Terms and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to be bound by these Terms.

Things you must do and not do when using the Discovery Service

Unless we agree otherwise in writing, or if it is permitted by mandatory law, you must not do - nor try to do - any of the following things when using the Discovery Service: You must not:

- use the Discovery Service unlawfully, or in any way inconsistently with these Terms, or act fraudulently, misleadingly or maliciously in your use of the Discovery Service;
- assign or novate your use of the Discovery Service to any other person or entity;
- provide information to us which is untruthful, or which is knowingly false or inaccurate;
- submit any material that is, in our reasonable opinion, defamatory, offensive or otherwise objectionable or inappropriate in relation to your use of the Discovery Service.

Intellectual Property

All content available to you from Aviva through or in connection with the Discovery Service is the property of or licensed to Aviva. Such content shall not be modified, distributed, framed, republished, scraped or sold in any form or by any means, in whole or in part, without our prior written permission. You acknowledge that all intellectual property rights in the Discovery Service anywhere in the world belong to us (or are licensed to us), and that such rights are licensed (not sold) to you, and that you have no rights in, or to, the Discovery Service other than the right to use it in accordance with these Terms. You must not use, extract or reproduce our trademarks, except as expressly permitted by us. We may take legal action if we discover any unauthorized use or infringement or impairment of our intellectual property rights.

Changes

We may change, replace, suspend or withdraw any element of the Discovery Service at any time. We may also change these Terms at any time. Where possible we will try to provide advance notice of the above but we may not always be able to do so.

Continued overleaf.

Limitation of liability and indemnity

We will not be responsible for any loss or damage you may experience in connection with your use of the Discovery Service which is caused by an event beyond our reasonable control or which we could not have reasonably foreseen or is not directly caused by us.

- You acknowledge and agree that any actions taken by you, whether in reliance on the information received from the Discovery Service or otherwise, are by your decision alone and are undertaken at your own risk.
- Aviva shall not be responsible for any information received or created due to inaccurate, false or incomplete information provided by you.
- Aviva shall not be responsible for any incomplete or inaccurate information received or created by any third party, including any Pension Providers.
- Aviva will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- Nothing in these Terms will limit or exclude Aviva's liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.
- We provide the Discovery Service webpages (available on <https://www.aviva.co.uk/retirement/pension-discovery-service/>) on an "as is" and "as available" basis. We make no guarantee that these will be uninterrupted, error free, or free from viruses or other harmful components. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them.
- To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, which may apply to the Discovery Service or Discovery Service webpages, whether express or implied.
- You agree to compensate and hold Aviva, its affiliates and each of its directors, officers, agents, contractors, partners and employees, harmless from any loss, liability, claim or demand, including reasonable legal fees, made by any third party due to or arising out of your misuse of the Discovery Service (including your use of the Discovery Service webpages) and/or arising from your breach of these Terms.

How to contact us

You can write to us by prepaid post to Aviva at Aviva Pension Discovery Service, Leatherhead, Surrey KT22 7TW or e-mail info@email.pensiondiscoveryservice.aviva.com. We will confirm receipt in writing, normally by e-mail. We may contact you by e-mail or pre-paid post, to the address you provide when you register or when you contact us. You can also contact us by telephone on 0330 808 8038. For our joint protection, telephone calls may be recorded and/or monitored. You will be responsible for the cost of any calls or data roaming charges used to contact us.

If you are not happy

If you want to make a complaint about the Discovery Service, you can contact us using the contact details above. We will try and solve any problems or disagreements regarding the Discovery Service quickly and efficiently. If you are not happy with the way we deal with any disagreement you and we may agree to refer the matter to mediation or arbitration but you and we are not restricted from bringing court proceedings. For any other complaints please visit the Complaints page on www.aviva.co.uk.

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Terminating the Discovery Service

You are able to withdraw from the Discovery Service at any point. Please inform us of your intention to terminate the Discovery Service, by contacting info@email.pensiondiscoveryservice.aviva.com. Any information received from third parties which was requested by Aviva prior to receipt of notice of your intention to terminate the Discovery Service shall be provided to you.

General terms

- We may transfer our rights and obligations under these Terms to another Aviva Group company or to a third party, but we will always notify you in writing if this happens, and this will not affect your rights or our obligations under these Terms.
- With the exception of Aviva Group companies, no other person except you and us shall have any rights to enforce any of these Terms.
- We intend to rely upon these written Terms (as amended in accordance with the 'Changes' section) as the entire understanding between us relating to the Discovery Service. If we make any changes, these changes will need to be made in writing.
- If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have given up our rights against you and will not mean that you do not have to comply with those obligations.
- References in these Terms to "for example", "including" or similar phrases are for illustrative purposes only and they should not be read as limiting the sense or scope of what follows them.
- The laws of the relevant part of the United Kingdom in which you live shall govern these Terms and if you or we wish to take legal action in relation to these Terms, that action will be taken in the courts of that part of the United Kingdom.

About Us

Aviva Administration Limited. Registered in England No 03424940. Aviva, Wellington Row, York, YO90 1WR. Authorised and regulated by the Financial Conduct Authority. Firm reference number 185746. Please see our Website for further details of the Aviva Group and our products and services.



Aviva Pension Discovery Service Privacy Notice

This Privacy Notice describes how your personal data is collected and used through our Pension Discovery Service (“Service”).

For the purposes of this Privacy Notice “Data Protection Laws” means: all applicable laws from time to time in the United Kingdom relating to the control or processing of personal data and to data privacy including without limitation the retained EU law version of the General Data Protection Regulation (EU) 2016/679 as applicable in the UK, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended).

Who are we?

The Service is provided by Aviva Administration Limited, which is a data controller for the purposes of the Data Protection Laws and FF Fabric Limited (“Fabric”) who are a data processor (together, “we”, “us” or “our”). Aviva Administration Limited is a company registered in England and Wales with company number 03424940 and whose registered office is Wellington Row, York, North Yorkshire, England, YO90 1WR. You can find out more about our relationship with Fabric below.

What information is collected about you?

Personal data means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

In order for you to benefit from the Service we need you to provide us with certain personal data and other information. This includes basic personal data such as name, date of birth, address and contact details, as well as employment and pension information.

As part of the Service, we may also receive additional personal data about you from pension Scheme Administrators with whom you hold a pension.

How we use personal data and for what purposes

We will use the information provided by you to trace your pensions using various methods such as the Government Tracing Service (Pension Tracing Tool), and other online tools/services. This allows Aviva to understand who the Scheme Administrator(s) is/are for your pension(s). We may need further information from you or a Letter of Authority, we will contact you if this is required. We will then contact the Scheme Administrator(s) to obtain information relating to you and your pension(s). When the pension information is received, this will then be provided to you in the form of a pension report.

We rely on performance of a contract as the legal basis upon which we process your personal data as part of the Service.

We may collect, use and share aggregated data, such as statistical data, for analysing the Service. Aggregated data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity.

We may also carry out customer feedback surveys, but these will be done on an anonymous basis.

Fabric will also use information received from the Scheme Administrators to create a pension database to improve the Service, however this database will not contain any personal data, only information about the Scheme itself.

Continued overleaf.

Our relationship with fabric

Fabric manages and administers the Services. This means that Fabric will collect and process your information in the ways described in this privacy policy on our behalf, but we remain responsible for this. Fabric may only collect and use your information in accordance with our instructions.

Marketing

We may use Personal Information to send you direct marketing communications about our products and services that we feel you'll be interested in, subject to the marketing permissions we hold for you.

To find out more about the ways we may use your personal data for marketing and how to manage your preferences, please see the **Aviva Privacy Policy** or contact us using the details below.

Sharing of your personal information

Once we determine your pension Scheme Administrator(s), we will share your data with them to provide the Services. The Scheme Administrator(s) will be independent data controllers in respect of the personal data they hold about you.

Aviva is part of the larger group of the **Aviva Group Companies**. We may share your personal data with certain members of our Group as explained in the **Aviva Privacy Policy**.

How and where your information is stored, and international transfers

Sometimes we, or third parties acting on our behalf such as Fabric, may need to transfer Personal Information outside of the UK. We'll always take steps to ensure that any transfer of Personal Information outside the UK is carefully managed to protect your privacy rights and ensure that adequate safeguards are in place. This might include transfers to countries that the UK considers will provide adequate levels of data protection for your Personal Information (such as countries in the European Economic Area) or putting contractual obligations in place with the party we are sending information to. Transfers within the Aviva group will be covered by an agreement entered into by members of the Aviva group (an intra-group agreement) which contractually obliges each group company to ensure that your Personal Information receives an adequate and consistent level of protection wherever it is transferred within the group.

For more information about data transfers and the safeguards we have put in place, please contact us.

How long we will keep your information?

We generally only keep personal data for as long as is reasonably required for the reasons explained in this Privacy Notice. We do keep certain transactional records for more extended periods if we need to do this to meet legal, regulatory, tax or accounting needs. For instance, we're required to retain an accurate record of your dealings with us, so we can respond to any complaints or challenges you or others might raise later. We'll also retain files if we reasonably believe there is a prospect of litigation. To support us in managing how long we hold your personal data and our record management, we maintain a data retention policy which includes clear guidelines on data deletion.

Continued overleaf.

Your legal rights

You have various legal rights in relation to your personal data, including the right to request access to your personal data, correct any mistakes on our records, erase or restrict records where they are no longer required, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For full details in relation to these rights, including how to exercise them, please refer to the **Aviva Privacy Policy** or contact us.

How to contact us

If you have any questions about how we process your personal data or how to exercise your legal rights, please contact our Data Protection Officer as follows:

Email: **dataprt@aviva.com**

Post: **Data Protection Officer, Level 4, Pitheavlis, Perth PH2 9NH.**

If you'd like to submit a subject access request, please fill out this form or write to us at the above address.

Your right to complain

If you are not happy with the way we are handling your information, you have a right to make a complaint with your local data protection supervisory authority at any time. In the UK this is the Information Commissioner's Office (**www.ico.org.uk**).