

ISA PORTFOLIO

KEY FEATURES

KEY FEATURES OF THE ISA PORTFOLIO

The Financial Conduct Authority is a financial services regulator. It requires us, Aviva, to give you this important information to help you to decide whether our ISA Portfolio is right for you. You should read this document carefully so that you understand what you're buying, and then keep it safe for future reference.

This document explains the key features of your ISA Portfolio. You should read this with the ISA Portfolio Terms and Conditions (LF01063). ISA Portfolio is administered through the Aviva Platform, an online portfolio management service.

If you have any questions, we recommend that you discuss them with your financial adviser.

Its aims

- To produce growth or income for you through investing in funds and other assets.
- To enable you to benefit from a tax-efficient investment within a flexible stocks and shares Individual Savings Account (ISA).
- To allow you, with the help of your adviser to:
 - invest up to the current HM Revenue & Customs (HMRC) limits in each tax year (the ISA allowance)
 - invest in a wide range of investments
 - have the flexibility to control how or where your money is invested.

Your commitment

- To ensure that you retain the services of a financial adviser as you'll need a financial adviser if you want to make certain changes to your ISA Portfolio, for example, changing your investment choices. If for any reason you're no longer being advised by your adviser, there are some restrictions and conditions you'll need to be aware of. Please see the ISA Portfolio Terms and Conditions for more information, including details of changes you can make to your investments in these circumstances.
- To make payments of at least £50 a month or a single payment of at least £1,000 into your ISA Portfolio. You can make regular payments monthly, quarterly, half-yearly or annually for all investments other than the Insured Funds. There's no penalty for stopping or reducing your payments.
- To expect to invest for five years or longer as stock market investments are medium to long term investments (although there is no minimum or maximum limit on the length of time you can invest).
- To regularly review your investments and the amount of any withdrawals or payments you make. Your financial adviser can help you with this.
- To not pay in more than the overall ISA allowance for any combination of permitted ISAs in the same tax year. For more information about these limits please ask your financial adviser.
- To let us know about any change which might affect the administration of your ISA Portfolio (for example, change of address, change of email address).
- To let us know if you move outside of the UK as this will affect your ability to continue to make investments.
- If you move to the USA or to the Republic of Ireland, investments in exchange-traded instruments, OEICs and unit trusts must be sold down to cash. If this isn't completed within 30 days we'll sell down those investments and place them in the cash account.

Risks

- The value of the investments in your ISA Portfolio and any income from them may go down as well as up and may be worth less than the amount invested. If investments grow less quickly than the rate of inflation, the buying power of your money will reduce.
- We can't guarantee your investment in the ISA Portfolio will grow or that you'll always receive a steady income from it. This will depend on the performance of your chosen investments and whether you've made any withdrawals. It will also depend on the length of time your money is invested and the impact of charges.
- If you cancel your investment within the cancellation period, and your payment was a single payment, you may not get back all of your original payment. Please see the 'Can I change my mind?' section of this document for details of your cancellation rights.
- It's your responsibility to ensure there is sufficient cash in your cash account to pay any charges. If there's insufficient cash, we'll automatically sell enough investments to pay any charges. For further information please see 'What are the charges for the ISA Portfolio?' on page 4.
- Where you're taking regular withdrawals, your adviser can choose on your behalf how the withdrawal is funded. This could be either from particular assets your adviser has specified, or equally or pro rata across the assets. However, if the withdrawal method chosen by your adviser doesn't generate enough cash to pay your withdrawal, we'll disinvest proportionately across the assets in order to do so. Any withdrawal will reduce the value of your investments. We won't automatically disinvest if you're only invested in funds which are in deferment or suspension, structured products and exchange-traded instruments. If you are only partially invested in funds which are in deferment or suspension, structured products and exchange-traded instruments, then we'll disinvest from any other investments you hold.
- The price of some investments includes initial and yearly costs that will have an effect on the value of your investments. Initial costs will have an immediate effect on the value of those investments.
- How funds take their charges has an impact on your investment growth or income. If charges are taken from your investment, its growth may be constrained. If charges are taken from your income, then that will be eroded.
- From time to time, we may contact you and ask you to make decisions about your investments. If you don't get back to us within the timescales we give you, or there's insufficient cash in your cash account, we may be unable to act upon your instructions.
- Depending on what you invest in, you may be subject to certain risks e.g.

- Investments in emerging or developing markets may carry higher risks as they may be subject to considerable fluctuations in value.
- Small company investments may take longer to sell than those in larger companies, so the price fluctuations may be greater.
- The value of any overseas investments will be influenced by the rate of exchange used to convert to sterling. This means that if sterling strengthens against the currency in which the underlying investments of the fund are made, the value of your investment will reduce (or the other way round).
- If the underlying investments include property, it may take some time before we can sell your investment. In addition, the value of such investments will be a matter of the valuer's opinion at the time.
- As a result of trading practices, there's a possibility that the price of investments may rise or fall between us receiving your instructions and the time of the transaction.
- You may not be able to sell or switch between funds if the fund manager concerned has deferred or suspended dealing in the fund at that time. This is more likely to occur during times of poor market conditions or when we can't easily convert the assets to cash, such as where the fund invests directly or indirectly in land or buildings.
- It's possible that the current favourable tax treatment of Individual Savings Accounts may change in the future.
- Any invalid investment into Smooth Managed Funds cannot be corrected or "repaired" and all investments will be voided. It's important for you to note that if you breach the Regulations or legislation in respect of payments into the Smooth Managed Funds, the life insurance policy through which the funds are held will terminate and all of your investments made into the Smooth Managed Funds for all tax years will be void.

Questions and answers

What is the Aviva Platform?

- The Aviva Platform is an online service which allows you to hold investments in one place in a range of underlying products; an Investment Portfolio, an ISA Portfolio and a Pension Portfolio.
- By consolidating your investments, you can easily review and plan your strategy to match your selected goals.
- You can potentially save time and money by seeing everything in one place, as well as benefiting from reduced fund management charges in a large and growing range of investment funds.

What is a stocks and shares ISA?

- A stocks and shares ISA is an Individual Savings Account, a tax-efficient way of saving and investing available to UK residents aged 18 or over.

What is the ISA Portfolio?

- The ISA Portfolio is a flexible stocks and shares ISA.
- It allows you to invest in a broader range of investments than a cash ISA. You can make your own investment decisions, together with your financial adviser, who will tell us how you want to invest your money.
- It includes a cash account where you can keep cash to pay for any charges, regular withdrawals or corporate actions, for example

if you're given the opportunity to buy shares at a discounted rate. Cash may be held in one or more client money bank account(s) with external account providers of our choice. The interest rate payable is variable. The interest rate and account providers can change at any time. Interest is paid monthly. Interest rates can be zero, positive or negative. You can find out the cash account's current interest rate and details of the account providers at [aviva.co.uk/bank-interest-rates](https://www.aviva.co.uk/bank-interest-rates)

How flexible is this ISA?

- The ISA Portfolio is a flexible stocks and shares ISA and lets you, with the help of your adviser:
 - invest single and regular payments
 - hold your payment as cash while you consider your investment decision
 - make withdrawals when you want
 - replace withdrawn amounts in the same tax year without affecting your annual ISA allowance
 - stop paying into your account at any time (as long as you leave a minimum balance)
 - withdraw all your money at any time, as long as there are no relevant trading suspensions being in place. Please see 'When can I access my money?' section for more information.
 - change your investment choice at any time.
- You can only invest up to the ISA allowance in any one tax year. You can find the current ISA allowance in the **ISA Portfolio customer guide** (LF10205).

How do I invest?

- The minimum amount you can pay into your ISA Portfolio is £50 a month or £1,000 for single payments.
- We'll take any regular payments by direct debit (this is not available for investment in the Smooth Managed Funds). You can make lump sum payments by cheque, direct credit or immediate electronic payments. For lump sum payments and re-registration of your assets from another company, we'll give you details of the number of units/shares we buy for you and the price we pay for each unit/share.
- If you also hold an Investment Portfolio, you can make payments from it directly into your ISA Portfolio.
- You can transfer an existing stocks and shares ISA, subject to details set out in the relevant terms and conditions. There's no guarantee it will be in your best interests to transfer. If you transfer a stocks and shares ISA, you can either:
 - a) re-register the underlying investments without selling them as long as the transferring plan manager agrees and we have the same investments on the Aviva Platform. It may not be possible to re-register all your existing funds, but if re-registering any funds, we'll let you know when we've completed the process.
 - b) ask your existing ISA manager to convert the investment to cash then invest it with us. If you choose to do this, your money won't be invested for a period of time. This may mean that you won't be affected by any changes in market conditions.

You can also transfer a cash ISA into the ISA Portfolio. Remember, as the ISA Portfolio is a stocks and shares ISA, your money is invested and the value can go down as well as up, and may be worth less than has been invested.

We don't make a charge for transfers, although other providers may. We reserve the right to pass on any third party charge.

What can I invest in?

- The ISA Portfolio lets you invest in an extensive range of investments, including:
 - insured funds
 - unit trusts
 - open-ended investment companies (OEICs)
 - investment trusts
 - exchange traded investments
 - equities.

Your financial adviser will be able to give you more information.

- Along with your financial adviser, you can choose the investments in which you want to invest. Model portfolios allow you to specify where your payments are invested. The risk profile of your ISA Portfolio will depend upon your choice of investments. You should make sure you agree a suitable model portfolio or portfolios with your financial adviser. We invest any future payments in line with your chosen model portfolio(s). Your adviser can change your portfolio(s) at any time. You can't hold structured products in a model portfolio.

How do I change my investments?

- You'll need the services of a financial adviser if you want to make certain changes to your ISA Portfolio (for example, changing your investment choices).
- Your financial adviser can submit online buy and sell instructions. They can also create a range of buy and sell instructions by rebalancing your portfolio to your model portfolio(s). During rebalancing, your money won't be invested for a period of time and therefore won't be affected by any changes in market conditions.
- Unless you instruct us otherwise, we'll invest any additional or regular payments in line with the model portfolio(s) within your ISA Portfolio. If there is/are no model portfolio(s) attached to your portfolio, we'll hold your payments in cash until instructed otherwise.
- We'll hold your cash upon receipt in a client money bank account in line with the Financial Conduct Authority client money rules.

How do I know how much my portfolio is worth?

- Once your ISA Portfolio is opened, and you've registered for MyAviva, you'll have 24-hour access to MyAviva, our online portal that allows you to see exactly how your investments are performing. You'll also be able to see detailed transaction information on MyAviva. You'll be sent details about MyAviva when you open your account.
- We'll send you a statement four times a year showing the performance of your investments, together with any other product portfolio you hold on the Aviva Platform.

When can I access my money?

- Through your adviser, you can withdraw money from your ISA Portfolio at any time without penalty from Aviva.
- You may not be able to withdraw money from a fund if the fund manager has deferred or suspended dealing in the fund at that time. We'll tell you if this happens when you ask for a withdrawal.

- Structured products don't allow partial withdrawals because they are fixed-term investments. You'll have to cash in the whole investment if you want to take money out of a structured product before the end of the fixed term. If this is the case, please contact us, using the details in the 'How to contact Aviva' section. The amount you get back will depend on the type of structured product you have invested in. Please bear in mind that you may not get back the amount you originally invested. For more information on structured products and how they work on the Aviva Platform, please read the **Aviva Platform guide to structured products** (LF10204). You can get this from your adviser.
- You must keep a minimum amount in your ISA Portfolio to keep it open. There may also be minimum limits on amounts remaining in individual funds. You can find this information in the **ISA Portfolio customer guide** (LF10205).

How much will the advice cost?

- You'll agree the cost of the advice you receive with your financial adviser. We'll deduct this amount on your behalf and pass it on to your financial adviser. You can see these costs in your illustration.

What is cash management?

Cash Management is an option your adviser can switch on for paying the Aviva, adviser and Discretionary Investment Model charges. Your adviser will assess whether it's suitable for you based on the level of trading flexibility they require on your account. See 'What are the charges for the ISA Portfolio?' for more details.

What are the charges for the ISA Portfolio?

The charges for the ISA Portfolio are designed to be totally transparent, so you can be clear at all times exactly what the costs are. Your illustration shows the charges you'll be paying. If you have any further questions about charges, talk to your financial adviser.

It's your responsibility to ensure there is sufficient cash in your cash account to pay charges due. When there is insufficient cash, we'll disinvest funds to create the additional cash needed to pay these charges. Any disinvestment for Aviva and adviser charges will include an additional amount which is 10% of the charge due. This aims to cover any market movements between the disinvestment date and the charge date. If cash management is not enabled on your ISA Portfolio, a £10 minimum disinvestment amount will apply. If cash management is enabled on your ISA Portfolio, we'll disinvest six times the value calculated, subject to a minimum amount of £60. This aims to provide sufficient cash to meet future charges, reducing the frequency of additional disinvestments. We won't automatically disinvest if you are only invested in funds which are in deferment or suspension, structured products and exchange-traded instruments. If you're only partially invested in funds which are in deferment or suspension, structured products and exchange-traded instruments, we'll disinvest from any other investments you hold.

In certain circumstances, these investments may be sold after the charge has been taken.

Aviva charge

- We take an annual management charge (the Aviva charge) based on the value of the investments held in your ISA Portfolio.
- We'll deduct the Aviva charge from any cash balance in your ISA Portfolio.
- We deduct the Aviva charge in monthly instalments.

Fund management charges

- In addition to our charge, fund managers may also take a charge from the fund. You should ask your adviser for details of any fund management charges.

Equity dealing charges

- For trading in exchange-traded instruments, we charge a fee per trade (per asset), taken from the cash account. In addition, we'll pass on any Stamp Duty Reserve Tax and London Stock Exchange charges to you and any charges levied by the Panel on Takeovers and Mergers. For further information on our equity dealing charges, please contact your financial adviser.

Structured product charges

- The provider of the structured product will take charges from the amount we invest on your behalf. This can either be an initial or ongoing charge (or both) and varies by plan or provider. Please see the structured product provider's guide for details.

Discretionary Investment Model Charge

- If you're invested in a model portfolio managed by a Discretionary Investment Manager, then the Discretionary Investment Model Charge will apply. You'll agree this charge with your Discretionary Investment Manager up front. This charge only applies to assets held within a Discretionary Investment Manager Model Portfolio and is shown on your illustration and transaction history.

What are the tax benefits?

- Capital growth and income for your ISA Portfolio are free from UK capital gains and income taxes. Some investment returns may be received by the fund manager with tax credits, or after tax deductions, which cannot be reclaimed. You don't have to pay UK tax on your withdrawals or include any information about your ISA in your UK tax returns.
- We'll pay any interest distributions into your ISA Portfolio cash account gross of tax.
- Equalisation refers to accrued income included in the price of any units/shares fund managers buy during a distribution period. We treat this as a return on your investment.
- The precise tax benefits of any investments will depend on your personal circumstances and tax laws. If you're in any doubt as to your tax position, we recommend that you talk to your financial adviser or a professional tax adviser. Information on taxation is based on our understanding of current UK legislation and practice. However, tax rules may change in the future.

What happens if I want to change to another financial adviser?

- We'll follow your instructions if you decide to change to another financial adviser. As an advised client you'll need a financial adviser to manage your ISA Portfolio.
- You can find information about financial advisers in your area through the independent website, unbiased.co.uk

What if I no longer have a financial adviser?

- The ISA Portfolio is designed for customers who have an adviser, as it's an advised platform. If for any reason you're no longer being advised by your adviser, there are some restrictions and conditions you'll need to be aware of. Please see the ISA Portfolio Terms and Conditions for details.

Can I change my mind?

- You can change your mind within 14 days of us receiving your first payment. For regular payments, this will normally be on the first direct debit payment date you've given us. For single payments, your cancellation period will start when we receive the payment; and you've received a confirmation schedule from us. For transfers, we'll let you know when we have received the transfer money and your cancellation period will start from that date.
- If you have invested into the Smooth Managed Funds your money is held in a life insurance policy. You can change your mind about your initial investment into a Smooth Managed Fund within 30 days of the date that the contract note is issued. These cancellation rights for investments into the Smooth Managed Funds are separate to your right to cancel your ISA Portfolio.
- You must tell us by telephone, email or in writing if you want to cancel. Find our contact details in the 'How to contact Aviva' section.
- If you cancel your investment, we'll refund your initial lump sum payment, less any amount by which your investments might have fallen in value due to market movements. If you decide to cancel and we receive any dividends from your investment during the cancellation period, we'll pay these to you, but only up to the value of your original lump sum payment. If you've made any regular payments by the time we cancel your policy, we'll return these to you in full. We won't return any adviser charge that has been taken.
- Your investment will continue if you don't cancel within 14 days.
- If you want to cancel, you can contact us using the details in the 'How to contact Aviva' section.
- Please read the **ISA Portfolio Terms and Conditions** (LF01063) for full details on portfolio cancellations.

Can I transfer my ISA Portfolio to another ISA provider?

- You can transfer the full value of your ISA Portfolio to another provider, subject to their consent and the details set out in the relevant terms and conditions. You may have to transfer the value as cash. Otherwise, you may be able to choose a unit transfer if we have the same investments on the Aviva Platform. During a cash transfer, your money won't be invested for a period of time and therefore won't be affected by any changes in market conditions. We won't make a charge for transferring, although if there are any third party charges, we'll pass these on to you.

What happens if I die?

- Your personal representative must inform us of your death. This can be done via phone, email or in writing.
- We will need to see a copy of the death certificate.
- Your ISA Portfolio will become a 'Continuing Deceased's Account'. This means that your investment will continue to qualify for preferential tax treatment for a maximum of 3 years from the date of your death.
- Your spouse or civil partner can apply for an additional ISA allowance known as Additional Permitted Subscription (APS). The APS allows your spouse or civil partner to pay an additional amount into an ISA in their name, which is normally equivalent to the higher of the value of your ISA Portfolio on the date of death or its value on the date that it ceases to be a 'Continuing Deceased's Account'. This would be in addition to their usual ISA allowance. For further information on these rules speak to your financial adviser.

- We can't carry out any transactions on the ISA Portfolio until we've received authorised instructions. As money will remain invested, the value could go down as well as up during this time and may be worth less than has been invested.
- If you're invested in any of the Smooth Managed Funds these insured funds are accessed via a life policy which will end if you die. All units held in the Smooth Managed Funds will be cancelled on notification of death and 100.1% of the value of these units will be paid into the cash account within the ISA Portfolio.

What is the Additional Permitted Subscription?

- An Additional Permitted Subscription (APS) means where a surviving spouse/civil partner (if any) is given an additional, one-off ISA allowance which does not count against the normal ISA allowance but will instead be added on to their own annual ISA allowance.
- The Additional Permitted Subscription is determined by the value of the ISA Portfolio the deceased spouse/civil partner held at the following dates –
 1. the date of their death, or
 2. the earliest of - when administration of their estate is completed, the date the account is closed, and 3 years from the date of their death.

Please note that normally the highest value on the two dates above can be used, but if you use your Additional Permitted Subscription before the date in (2) above, the maximum will be the value at the date of death.

- Your financial adviser may open a new ISA Portfolio to utilise any Additional Permitted Subscription you became entitled to on your spouse/civil partner's death.
- If you already hold an ISA Portfolio, you or your financial adviser may use this for any Additional Permitted Subscription you became entitled to on your spouse/civil partner's death.
- Once invested, your Additional Permitted Subscription will form part of your ISA and follow the Terms and Conditions of the ISA Portfolio.
- You or your financial adviser may transfer your funded Additional Permitted Subscription to any other ISA provider.
- You have the later of 3 years from the date of death or 180 days from the distribution of the estate to fund an Additional Permitted Subscription with cash.
- You don't have to use the funds from the ISA Portfolio held by your spouse/civil partner to fund your Additional Permitted Subscription.
- You can make any number of single contributions to fund the Additional Permitted Subscription, but you're not able to set up regular payments by Direct Debit.

How to contact Aviva

- If you'd like further information or have any questions, you can write, phone or email:

Aviva
PO Box 26957
Glasgow
G2 9DS

Phone: 0800 068 2170

Email: advisedplatform@aviva.com

Calls to Aviva may be monitored and/or recorded.

Other information

How to complain

If you've taken a product out with Aviva and are unhappy with the product or the service you received, you can contact us using the details in the 'How to contact Aviva' section.

We aim to resolve your complaint quickly. If we can resolve your complaint within three working days following the day we receive it, we will write and confirm this to you, along with your rights to refer your complaint to the Financial Ombudsman Service (FOS).

For some investments, for example overseas funds, you may not be entitled to complain to the Financial Ombudsman Service. Please refer to your fund provider's prospectus for more information about the dispute resolution procedure which applies to that fund. This information may also be within the key investor document, or the fund factsheet.

If your complaint is not resolved within three working days of receiving your complaint:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where we cannot resolve your concerns, or have been unable to resolve them within eight weeks, you may be able to ask the FOS to carry out an independent review. Whilst firms are bound by their decision, you are not. Contacting the FOS will not affect your legal rights. You can contact them on **0800 023 4567** or visit their website at financial-ombudsman.org.uk, where you will find further information.

Terms and conditions

- This key features document gives a summary of the ISA Portfolio. You should also see the full **ISA Portfolio Terms and Conditions** (LF01063). You may already have a copy, but if not you can get one from your financial adviser or contact us directly.

Compensation

The Financial Services Compensation Scheme (FSCS) has been set up to provide protection to consumers if authorised financial services firms (like Aviva Wrap UK Limited) are unable to meet claims against them. Whether you qualify for any compensation under the FSCS will depend on the type of investments you hold and different limits of compensation apply to different types of investment. In some circumstances you might not receive any compensation under the FSCS.

The availability of compensation depends on:

- the type and structure of the investments you choose within your product;
- which party is unable to meet its claims; and
- whether you're UK resident at the time you took out the product.

Additionally, some types of investment business may be covered up to a maximum per eligible claim of 100% of the first £85,000 of the value of the investment. Whether you qualify for compensation under the FSCS will depend on the type of funds you hold. You wouldn't be eligible to make a claim for compensation for any funds that aren't authorised by the FCA or any overseas funds. Such funds may be covered by a local compensation arrangement. For more information on the arrangements applicable to your funds, please read the fund manager's fund literature, including the fund provider prospectus, the key investor document, and the fund factsheet.

Where compensation is available in relation to any of your investments Aviva Wrap UK Limited (or its Nominee) will make a claim under the FSCS on your behalf.

ISA Portfolio provider

If you suffer a financial loss as a result of the portfolio provider, Aviva Wrap UK Limited, becoming unable or unlikely to be able to meet its claims, each client will normally be able to claim under the investment section of the FSCS up to a maximum amount of £85,000 per person. Any other plans you hold with Aviva Wrap UK Limited will also be subject to this overall limit.

Collective investments

Collective investments are held in an Aviva Nominee account under the name of an Aviva company that doesn't undertake any other trading activity. Should the individual fund manager become unable or unlikely to be able to meet its claims, Aviva Wrap UK Limited (or its Nominee) will be eligible to claim compensation under the FSCS; although this will be restricted to 100% of the first £85,000 held per person, per fund management firm.

Equities, investment trusts and exchange-traded funds

We use a stockbroking partner to trade and hold equities, investment trusts and exchange-traded funds held within Aviva portfolios. Our nominated stockbroker uses a nominee account to hold the assets. Aviva Wrap UK Limited should be able to make a claim under the FSCS should the stockbroker be unable to return the assets for any reason. The protection provided would be 100% of the first £85,000 per person per stockbroking firm.

Structured products

Whether any FSCS cover is available on a structured product and the level of cover available will depend upon an individual structured product provided within the Portfolio and its structure. You should check the relevant product terms and FSCS cover referenced in the structured product provider's literature.

Cash account

For the cash account (a UK deposit account), the money is held within a client money account. Cash will be held in one or more interest bearing client money trust account(s) with external account providers of our choice. These account providers can change at any time. This means Aviva Wrap UK Limited is normally entitled to claim up to £85,000 on behalf of each client for each of these account providers. This limit will also take into consideration any other accounts you hold with these account providers. We'll hold your cash upon receipt in a client money bank account in line with the Financial Conduct Authority client money rules. Go to [aviva.co.uk/bank-interest-rates](https://www.aviva.co.uk/bank-interest-rates) if you want current details about these account providers.

To find more information about the FSCS, including how to contact them via email and webchat:

Website: [fscs.org.uk](https://www.fscs.org.uk)

Phone: 0800 678 1100 or 0207 741 4100

Solvency Financial Condition Report

Every year we publish a Solvency and Financial Condition report which provides information about our performance, governance, risk profile, solvency and capital management. This report is available for you to read online at [aviva.com/investors/regulatory-returns](https://www.aviva.com/investors/regulatory-returns)

Law

The law of England will apply in legal disputes and your contract will be written in English. We'll always write and speak to you in English. We're regulated by the Financial Conduct Authority:

The Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

Potential conflicts of interest

There may be times when Aviva plc group companies or our appointed officers have some form of interest in the business being transacted.

If this happens or we become aware that our interests, or those of our officers, conflict with your interests, we'll take all appropriate steps to manage that conflict of interest. We'll do this in a way that treats all customers fairly and in line with proper standards of business.

You can get a copy of our conflicts of interest policy from your adviser.

If there's a conflict of interest that, despite all efforts to manage it, can't be prevented, we'll tell your financial adviser about this. Your adviser will give you a copy of this disclosure before you commit to taking out this product or take any investment action in relation to it. This is an important document and you should read it before making any investment decision.

Client classification

The Financial Conduct Authority has defined three categories of customer. You've been treated as a retail client, which means that you'll receive the highest level of protection offered by the Financial Conduct Authority rules and guidance.

Suitability of product

You'll have received advice from a financial adviser when you bought this product. This means that you benefit from the protection provided by the Financial Conduct Authority's rules financial advisers must follow when giving financial advice.

Supporting firms and advisers

We provide products and services to advisers and other firms designed to enhance the quality of the service they provide to their customer. This includes access to generic market commentary, training and guides to our products and service, insight and information including pricing and product matching tools and hospitality whilst attending meetings and training events.

For further details of the services we've provided to your financial adviser or if you have any questions, you can contact us using the details in the 'How to contact Aviva' section.

Need this in a different format?

Please get in touch if you'd prefer this key features (LF01067) in large print, braille or as audio.

How to contact us

 **0800 068 2170**

 **advisedplatform@aviva.com**

 **aviva.co.uk**

| Insurance | Wealth | Retirement |

Aviva Wrap UK Limited.

Registered in England No. 4470008. Aviva, Wellington Row, York, YO90 1WR.

Authorised and regulated by the Financial Conduct Authority. Firm reference number 231530.