

Drawdown Client Declaration Form

To be used for Pension Portfolio

When to use this form

Please complete this form if you wish to take benefits from a pre-retirement account into a post-retirement account.

This form should be used for both single drawdown and phased drawdown.

Your adviser will submit your application online on your behalf.

Section 1: Personal details

Account number(s)

Client reference

Forename(s)

Surname

Section 2: Financial Crime

To verify your identity and prevent financial crime, your information may be used by any company within the Aviva group. It may also be shared with third parties who provide services to us, and any other organisations, where required to by law and regulation.

We may record any searches carried out. These, and any suspicion of financial crime, may be used to help other companies with verification and identification. The search isn't a credit check and your credit rating shouldn't be affected.

Section 3: Adviser charge agreement

1. Payment of adviser charges

- 1.1 We'll pay to your financial adviser the adviser charge in accordance with this agreement or as otherwise directed by you and your financial adviser.
- 1.2 The adviser charge that you've agreed to pay your financial adviser is a matter between you and your financial adviser. When we pay an adviser charge to your financial adviser, this is a payment we're making because you've asked us to do so and on your behalf. We don't assess the suitability or amount of the adviser charge you've agreed to pay.
- 1.3 If you've any queries about your adviser charge, including whether you're entitled to a refund, you should ask your financial adviser.
- 1.4 If, subject to the terms of this agreement, an adviser charge is stopped, not paid or is re-credited to your Pension Portfolio, you may remain liable to reimburse your financial adviser. You should check the terms of your arrangement with your financial adviser.

- 1.5 The payment of an adviser charge is separate to any charges that you may be required to pay Aviva in respect of your product portfolio(s).
- 1.6 We'll only pay an adviser charge to your financial adviser's firm account or as otherwise directed by your financial adviser.
- 1.7 Once we've received your instruction to pay an adviser charge, we won't be able to stop the payment if you subsequently ask us to do so.
- 1.8 We'll tell your financial adviser if you instruct us to alter or stop the payment of any adviser charges.
- 1.9 Where there is insufficient cash to cover the payment of an ongoing charge, we reserve the right to sell investments to cover these charges. You can find further information about this in your Pension Portfolio terms and conditions.

2. Calculation of your adviser charge

- 2.1 Initial adviser charge – we'll deduct the amount which you've agreed with your financial adviser to cover the cost of any initial advice from your payment(s) before we invest them.

Section 3: Adviser charge agreement (continued)

2.2 Ongoing adviser charge – we'll deduct the amount which you have agreed with your financial adviser to cover the cost of any ongoing advice from your product portfolio(s). If the amount you've agreed is a percentage of your product portfolio(s) then this will be calculated based on the daily value of your product portfolio(s) on the date the calculation is carried out. This means the amount of ongoing adviser charge deducted will vary.

3. Change in financial adviser

3.1 You should let us know as soon as possible if you change your financial adviser. If you change your financial adviser, we'll stop paying further adviser charges to that adviser. If you change your financial adviser and you wish to pay adviser charges to a new financial adviser, you'll need to complete a new adviser charge agreement.

3.2 If your financial adviser tells us that it has transferred its business to another authorised firm which will take responsibility for providing you with ongoing service, we'll transfer all future adviser charges to the new firm.

3.3 On a change of financial adviser, we may provide details of the adviser charges paid under this agreement to your new financial adviser to the extent required to enable your new financial adviser to provide you with advice and services in connection with your product portfolio(s) and entering into this agreement is your consent to allow us to do so.

4. Termination of this agreement

4.1 You can terminate this agreement at any time by giving us 30 days' notice. We'll then cancel the adviser charge agreement at the next available opportunity. You don't have to give us any

reason why you're terminating the agreement and we won't charge you for doing so.

5. Keeping you informed

5.1 We'll provide you with written confirmation when we set up the arrangements to pay the adviser charges you've instructed us to pay to your financial adviser. We'll ask you to check the information that we provide to you. You'll need to contact your adviser if you believe there are any errors.

5.2 We'll also provide you with a statement every three months which will set out all of the adviser charges paid over this period.

6. Miscellaneous

6.1 This agreement doesn't give any rights to any person other than you and us. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on any terms under this agreement.

6.2 This agreement is to be governed by and interpreted in accordance with the laws of England. The courts of England will have jurisdiction over any dispute arising from this agreement.

7. Variation

7.1 We reserve the right from time to time to make changes or additions to the terms of this agreement for any legal or administrative purposes or any reasons outside of our control. If we consider these changes to be detrimental to you we'll tell you at least 30 days in advance, unless external factors beyond our control mean that only a shorter notice period is possible.

Adviser charges

We facilitate initial adviser charge on single drawdown only.

Any initial adviser charge in respect of phased drawdown should be taken as an ad hoc charge and a separate product portfolio change of adviser charging form (LF40054) will be needed.

Initial adviser charge

(Single drawdown)

£

or

%

One ongoing adviser charge may be set up to cover all post retirement (crystallised) accounts.

This instruction will replace any existing one.

Ongoing adviser charge

£

or

%

Section 4: Discretionary Investment Manager ('DIM') charge

You should complete this section if you've chosen to appoint a Discretionary Investment Manager.

Charges are taken as a % of the portfolio value including VAT (where applicable) and will be deducted monthly.

Model Portfolio or DIM name	Charge %
	%
	%

Section 5: Declaration

- If there are insufficient funds within my cash account to pay either my requested withdrawal or any charges which become due, I authorise Aviva to sell sufficient assets in my Pension Portfolio to cover these payments.
- I agree that if Aviva needs to do this it will sell assets in line with the fund investment proportions of my Pension Portfolio at that time, unless it has been instructed to sell assets from particular funds.
- I agree that in accordance with the Pension Portfolio terms and conditions and this Declaration, my adviser will be able to make changes to this arrangement, including (but not limited to) designating additional funds into an existing single drawdown post-retirement account.
- I confirm that I have provided my financial adviser with all information in respect of any protections and any transitional tax-free amount certificate I have and details of any Lump Sum Allowance and Lump Sum & Death Benefit Allowance I have used prior to this application for income drawdown.
- Where I am in a phased drawdown arrangement which requires additional funds to be crystallised to maintain the income I have chosen or additional funds are designated into an existing single drawdown post-retirement account, my adviser will inform Aviva if at any point I crystallise additional pension benefits not covered by this Pension Portfolio and I will provide them with the information needed so the relevant Lump Sum Allowance and Lump Sum & Death Benefit Allowance checks, as required by HM Revenue & Customs (HMRC), can be carried out.
- If I am relying on a protection or enhancement factor certificate issued by HMRC, I confirm it is the most recent certificate issued and I have not received notification from HMRC that it has been cancelled.
- If I am relying on a transitional tax-free amount certificate issued by a pension provider, I confirm it is the most recent certificate issued and I have not received notification from the pension provider that it has been cancelled.
- I agree that my financial adviser is responsible for providing this information online and Aviva will act in good faith on the information provided.
- I agree that if further tax becomes payable because the information provided by me to my financial adviser or the information entered online by my financial adviser is proven to be incorrect I will be wholly and personally liable for any tax charges due and any resultant penalties imposed by HMRC. I also agree to compensate the Aviva group for any losses, costs or expenses that the Aviva group may incur as a result of any incorrect or incomplete information provided by me or my financial adviser.
- If at any time the amount of income selected exceeds the upper limit that applies to this Pension Portfolio, Aviva will pay the maximum permitted amount.
- Where a tax-free lump sum is paid I confirm that the restrictions on tax-free lump sum recycling have been explained and that the payment of the tax-free lump sum does not involve recycling.
- The information I have given in this declaration is correct and complete to the best of my knowledge and belief.
- If I become aware of any alteration to the information given on this form after it has been submitted to Aviva, I agree to notify Aviva of any alterations at the earliest possible opportunity.
- I instruct Aviva to set up and pay adviser charges, in accordance with the terms and conditions of the adviser charge agreement set out earlier.
- If applicable, I appoint the Discretionary Investment Manager(s) and authorise Aviva to deduct the charge from my Pension Portfolio cash account.
- I agree that any of the Aviva Application and/or Declaration Forms I sign setting out my instructions to Aviva, may be held by my adviser, and I authorise Aviva to accept and act upon the instructions of my adviser as if they were made by me directly, without any investigation or enquiry.
- If at any time I no longer have a financial adviser the relevant section within the Pension Portfolio terms and conditions will apply until such time as I appoint an adviser.

I confirm that I have read and agreed to the above Declaration

Print name

Signature

Date

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Section 6: Next steps

Your financial adviser will scan and upload this document into your document library.

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