

# AVIVA PLATFORM

## Product Portfolio Change of Adviser Charge Form



### When to use this form

This form covers the ISA Portfolio, Investment Portfolio and Pension Portfolio (together referred to in this form as the “product portfolio(s)”). It also covers Junior ISA Portfolio.

You should complete this form to set up or amend an adviser charge on one or more existing product portfolio(s).

### For the following products, see sections 1-6 ONLY

- ISA Portfolio
- Investment Portfolio
- Pension Portfolio

### For the following product, see sections 7-12 ONLY

- Junior ISA Portfolio

## Section 1: Client details

### Client one

Account number(s)

Client reference

Forename(s)

Surname

### Client two – for joint Investment Portfolio only

Account number(s)

Client reference

Forename(s)

Surname

## **Section 2: Adviser charge agreement**

### **1. Payment of adviser charges**

- 1.1 We will 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 have 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 are making because you have asked us to do so and on your behalf. We do not assess the suitability or amount of the adviser charge you have agreed to pay.
- 1.3 If you have any queries about your adviser charge, including whether you are 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 Aviva 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 will only pay an adviser charge to your financial adviser's firm account or as otherwise directed by your financial adviser.
- 1.7 Once we have received your instruction to pay an adviser charge, we will not be able to stop the payment if you subsequently ask us to do so.
- 1.8 We will 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 either an ongoing charge or spread initial adviser charge, we reserve the right to sell investments to cover these charges. You can find further information about this in your product portfolio terms and conditions.

### **2. Calculation of your adviser charge**

- 2.1 Initial adviser charge – we will deduct the amount which you have agreed with your financial adviser to cover the cost of any initial advice from your payment(s) before we invest them.
- 2.2 The spread initial adviser charge on regular contributions is taken for a set period of time. It is taken either monthly, quarterly, half-yearly or annually, as agreed by you with your adviser.
- 2.3 Ongoing adviser charge – we will 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 have 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. Cancelling product portfolio(s)**

- 3.1 If you decide to cancel any of your product portfolio(s) within the cancellation period we will still pay the initial adviser charge to your adviser.

### **4. Change in financial adviser**

- 4.1 You should let us know as soon as possible if you change your financial adviser. If you change your financial adviser, we will 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 will need to complete a new adviser charge agreement.
- 4.2 If your financial adviser tells us that they have transferred their business to another authorised firm which will take responsibility for providing you with ongoing service, we will transfer all future adviser charges to the new firm.
- 4.3 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). Entering into this agreement is your consent to allow us to do so.

### **5. Termination of this agreement**

- 5.1 You can terminate this agreement at any time by giving us 30 days' notice. We will then cancel the adviser charge agreement at the next available opportunity. You do not have to give us any reason why you are terminating the agreement and we will not charge you for doing so.

### **6. Keeping you informed**

- 6.1 We will provide you with written confirmation when we set up the arrangements to pay the adviser charges you have instructed us to pay to your financial adviser. We will ask you to check the information that we provide to you. You will need to contact your adviser if you believe there are any errors.
- 6.2 We will also provide you with a statement every three months which will set out all of the adviser charges paid over this period.

### **7. Miscellaneous**

- 7.1 This agreement does not 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.
- 7.2 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.

## Section 3: Initial adviser charge

**This section is for additional contributions to one or more existing product portfolios.**

Please specify the initial charge you would like deducting from each individual single contribution. Where % is selected this will be a % of the relevant contribution amount. This charge will only be deducted once.

Account number	Contribution type Single/Cash transfer/ Employer single	Contribution amount £	Deduction amount £ or %
		£	£ or %
		£	£ or %
		£	£ or %
		£	£ or %
		£	£ or %
		£	£ or %

## Spread initial adviser charge

**You should complete this section when setting up or amending a spread initial adviser charge.**

Please specify the initial advice charge you would like deducting in respect of regular contributions.

Only one spread initial adviser charge can be set up per product and this may be different for each product.

This instruction will replace any existing one.

Account number	Charge amount per deduction £	Frequency of deductions	Number of deductions	Total initial advice charge £
	£			£
	£			£
	£			£

## Ongoing adviser charge

**You should complete this section when setting up or amending an ongoing adviser charge.**

Only one ongoing adviser charge (deducted monthly) can be set up per product portfolio and this may be different for each product.

Pension Portfolio pre-retirement and Pension Portfolio post-retirement are treated separately for this charge so can be specified separately.

However, all Pension Portfolio post-retirement (crystallised) accounts must have the same ongoing adviser charge.

This instruction will replace any existing one.

Account number	Deduction amount £ or %
	£ or %
	£ or %
	£ or %

## Ad hoc adviser charge

To be used where an ad hoc charge is being deducted.

Account number	Deduction amount £ or %
	£ or %
	£ or %

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

You should complete this section if you've chosen to appoint or change a DIM with a different charge.

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

Account number	Model portfolio or DIM name	Charge %
		%
		%
		%

## Section 5: Declaration

I instruct Aviva to set up and pay these adviser charges as I've agreed with my financial adviser, in accordance with the adviser charge agreement set out above.

**If this is a joint Investment Portfolio both parties must complete the declaration.**

### Client one

Print name

Signature

Date

D	D	M	M	Y	Y	Y	Y
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### Client two – for joint Investment Portfolio only

Print name

Signature

Date

D	D	M	M	Y	Y	Y	Y
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## Section 6: Next steps

Your adviser should keep this form for record and audit purposes.

You will receive a charging document which you should take the time to read carefully.

## Section 7: JISA Portfolio details

The registered contact should fill in the account holder's details here.

JISA Portfolio number	<input type="text"/>
First name(s)	<input type="text"/>
Surname	<input type="text"/>

## Section 8: Adviser charge agreement

When we say 'you' we mean the registered contact.

### 1. Payment of adviser charges

- 1.1 We will 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 have 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 are making because you have asked us to do so and on your behalf. We do not assess the suitability or amount of the adviser charge you have agreed to pay.
- 1.3 If you have any queries about your adviser charge, including whether you are 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 the JISA 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 the JISA Portfolio.
- 1.6 We will only pay an adviser charge to your financial adviser's firm account or as otherwise directed by your financial adviser.
- 1.7 Once we have received your instruction to pay an adviser charge, we will not be able to stop the payment if you subsequently ask us to do so.
- 1.8 We will 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 the JISA Portfolio terms and conditions.

### 2. Ongoing adviser charge

- 2.1 We will deduct the amount which you have agreed with your financial adviser to cover the cost of any ongoing advice from the JISA Portfolio. If the amount you have agreed is a percentage of the JISA Portfolio then this will be calculated based on the daily value of the JISA Portfolio 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 will 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 will need to complete a new adviser charge agreement.
- 3.2 If your financial adviser tells us that they have transferred their business to another authorised firm which will take responsibility for providing you with ongoing service, we will 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 the JISA Portfolio. 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 will then cancel the adviser charge agreement at the next available opportunity. You do not have to give us any reason why you are terminating the agreement and we will not charge you for doing so.

### 5. Keeping you informed

- 5.1 We will provide you with written confirmation when we set up the arrangements to pay the adviser charges you have instructed us to pay to your financial adviser. We will ask you to check the information that we provide to you. You will need to contact your adviser if you believe there are any errors.
- 5.2 We will 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 does not 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.

## Section 9: Ongoing adviser charge

Complete this section when setting up or amending an ongoing adviser charge on the JISA Portfolio.

Please specify the annual amount of ongoing adviser charge. This will be paid monthly on a pro rata basis.

This instruction will replace any existing one.

Account number	Deduction amount £ or %
	£ or %

## Section 10: Discretionary Investment Manager (DIM) charge

Complete this section if you've chosen to appoint or change a DIM with a different charge.

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

Account number	Model portfolio or DIM name	Charge %
		%
		%
		%

## Section 11: Declaration

This should be completed by the registered contact.

I instruct Aviva to set up and pay these adviser charges as I've agreed with my financial adviser, in accordance with the adviser charge agreement set out above.

Print name	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text" value="D D M M Y Y Y Y"/>

## Section 12: Next steps

Your adviser should keep this form for record and audit purposes.

You will receive a charging document which you should take the time to read carefully.

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