



Aviva Stocks & Shares ISA

Terms & Conditions



Introduction

The Aviva Stocks & Shares ISA is a flexible stocks and shares ISA provided through MyAviva, an online portfolio management service from Aviva.

It's designed to be a flexible long-term investment plan offering access to a broad range of Funds and Exchange Traded Instruments.

Subject to any legal, tax and trading restrictions You are able to take withdrawals from Your Aviva Stocks & Shares ISA or transfer Your investments to another provider at any time.

We will aim to provide a wide range of investment choices at all times, but We reserve the right to withdraw or change any of the available investment offerings at any time. If this affects You, We will tell You at least 30 days in advance unless external factors mean that We cannot do so.

Important Information

This document details the Terms and Conditions of Your Aviva Stocks & Shares ISA.

If your application is accepted, You will be entering into a contract with Aviva Wrap UK Limited.

These Terms and Conditions along with the Key Features and the declarations You made when applying for Your Aviva Stocks & Shares ISA comprise the agreement between You and Aviva Wrap UK Limited. When you apply for an Aviva Stocks & Shares ISA you should download and keep a copy of the current Key Features and Terms and Conditions documents for your future reference. We always keep the latest Key Features and Terms and Conditions available on our Aviva online investment service website. Alternatively, you can contact us to obtain copies of these.

In the event of any inconsistency between these Terms and Conditions and the Key Features, these Terms and Conditions will prevail.

Aviva Wrap UK Limited is authorised and regulated by the Financial Conduct Authority. Aviva Wrap UK Limited's registered address is Aviva, Wellington Row, York, YO90 1WR.

Further details concerning Aviva Wrap UK Limited and how to contact Aviva Wrap UK Limited or make any complaint are contained within the Key Features document.

Please see **section 31 ('Financial Crime')** for the consequences for You if it has not been possible to verify Your identity or bank details.

Definitions

Available Fund means, for a transfer, a fund in which Units are available for investment in through both the Transferring Platform and the Receiving Platform.

Aviva means any of the companies in the Aviva Group that may provide services to Your Aviva Stocks & Shares ISA including Aviva Wrap UK Limited or any third party appointed by them to supply services under these Terms and Conditions.

Aviva Wrap UK Limited is authorised and regulated by the FCA.

Aviva Stocks & Shares ISA means the agreement that is described in the Introduction.

Business Day means any day on which the London Stock Exchange is open for business.

Cash Account means the cash facility within Your Aviva Stocks & Shares ISA where cash is held. The cash will be held in a client money account in accordance with the FCA client money rules. Your money will be held with the account providers of Our choice with the aim of minimising the risk of any one or more of those providers becoming insolvent.

Client Money Rules means the client money rules as set out in the Client Asset Sourcebook section of the FCA Handbook.

Corporate Action A Corporate Action is an event carried out by a company or fund that materially impacts its stakeholders (e.g. shareholders or creditors). Common Corporate Actions include the payment of dividends, stock splits, tender offers, and mergers and acquisitions.

Custodian means Aviva Wrap UK Limited or another company appointed by Aviva Wrap UK Limited to safeguard and administer Investments.

Dilution Levy means the adjustment which may be imposed by a Fund manager to share out the costs incurred when a need to deal in underlying assets is triggered by investor purchases or redemptions of Fund units/shares. This is to prevent these costs diluting the value of units/shares held by continuing investors.

Discounted Unit Class means a Unit class in an Available Fund in respect of which the fund manager is paid a lower level of charges than would otherwise apply to an investment in Units in the Available Fund.

Equalisation means the amount of any undistributed income already included in the price of the units/shares at the time of investment.

Equities mean an interest in a company in the form of shares.

Exchange Traded Fund (ETF) means a market security that tracks an underlying index.

Exchange Traded Investments (ETIs) means any Investment traded through Our nominated stockbroker. This includes, but is not limited to, Exchange Traded Funds (ETFs), Investment Trusts and Equities.

Execution Venue means where the exchange of monies is undertaken. In the trading of Exchange Traded Assets, our nominated stockbroker represents the Execution Venue. In the trading of Funds, the Execution Venue will be represented by Aviva or the Fund provider (or their agent).

FCA means the Financial Conduct Authority.

Fund means an FCA authorised or recognised unit trust or Open Ended Investment Company or other collective investment scheme in which units/shares can be purchased.

Investment means assets held within Your Aviva Stocks & Shares ISA such as Exchange Traded Investments, Equities, ETFs, Investment Trusts and units/shares in Funds.

Investment Account is a general investment plan through MyAviva.

Investment Trust means a form of closed ended Fund that is constituted as a public listed company.

Market Abuse means any circumstances in which investors are unreasonably disadvantaged, either directly or indirectly, by others who have used information which is not publicly available, have distorted the price-setting mechanism of financial investments or have disseminated false or misleading information.

MyAviva means an online service which enables customers to manage their Aviva products. You will need to register for MyAviva and log in to apply for Your Aviva Stocks & Shares ISA, view Your investments and carry out transactions.

Nominee Company means a company in whose name Investments purchased for You will be registered.

Order Execution Policy (OEP) is Our documented policy which outlines the steps we take, in accordance with applicable regulations, to ensure that we achieve the best possible results for you when carrying out trades on your behalf.

Payment/s means the amount paid into Your Aviva Stocks & Shares ISA and includes, as appropriate, single lump sum Payments, regular Payments and transfer Payments from other product providers made into Your Aviva Stocks & Shares ISA. All Payments must be made in Sterling. For a Payment to be made within a particular Tax Year, the funds must be received within that Tax Year, otherwise it will be made in the following Tax Year.

PTM means Panel on Takeovers and Mergers.

Regulations means any rule or regulation issued by a Regulator.

Regulator means any authority, body or person having, or who has had, responsibility for the supervision or regulation of any regulated activities or other financial services, whether in the United Kingdom or overseas.

Receiving Platform means the investment platform that receives Investments from a Transferring Platform in the event of a transfer.

SDRT means stamp duty reserve tax.

Tax Year means the Tax Year 6th April to 5th April.

Terms and Conditions means the terms and conditions in this document and any amendments to them.

Trading Cap means a limit above which We won't trade. For example only, if the cap is £10 million We will not take any more trades if the net trading in a day exceeds that limit.

Transferring Platform means the investment platform that transfers Investments to a Receiving Platform in the event of a transfer.

Unit means a unit representing a right to or interest in Investments.

Unit Transfer means the transfer of an Investment other than cash from one investment product to a similar investment product with another provider. This is also known as an 'in-specie' or 're-registration' transfer.

Us/We/Our means Aviva Wrap UK Limited or any of the companies in the Aviva Group which may provide services to Your Aviva Stocks & Shares ISA or any third party appointed by any one of them to supply services under this contract. We reserve the right to assign contractual obligations to another company within the same group of companies as Aviva Wrap UK Limited. This is subject to providing you with 60 days' notice and that it is reasonably understood that it would not reduce the security of your benefits.

You/Your means the investor who is named as the client in the online application process for Your Aviva Stocks & Shares ISA.

1. Eligibility

You must be at least 18 to apply for an Aviva Stocks & Shares ISA. You must also be resident in the UK and have the intention to remain resident in the UK for the duration of the plan, or a Crown Servant serving overseas or a spouse or a civil partner of a Crown Servant serving overseas. The UK does not include the Channel Islands, the Isle of Man or Gibraltar.

Payments will only be collected whilst You are a UK resident. Once this status is no longer applicable all payments must cease.

You need to immediately notify Us if You move outside the UK and Your main residence is in another territory. Laws in the territory You become resident in may affect Your ability to continue to benefit fully from the features of Your Policy. We may need to change, reduce or remove any of Your Policy terms. We'll give You details once you've told us. You should seek Your own independent advice to consider Your options after You move to another territory.

Regardless of what is set out elsewhere in these terms we will not be obliged to exercise any of our rights, and/or comply with any of our obligations under this policy, if to do so would cause, or be reasonably likely to cause, us to breach any law or regulation in any territory.

2. Opening your Aviva Stocks & Shares ISA

To open Your Aviva Stocks & Shares ISA You are required to complete the online application form (including declarations).

When you submit your online application, this does not mean we have accepted the application for Your Aviva Stocks & Shares ISA. Our acceptance of Your application takes place as described in the next paragraph. If We are unable to accept Your application, We will inform You of this in writing and We will not set up Your Aviva Stocks & Shares ISA.

These Terms and Conditions become binding on You and Us and Your Aviva Stocks & Shares ISA comes into existence when:

- We issue the Confirmation Schedule to the 'Documents' folder within 'My Investments' on MyAviva and
- We have received Your first Payment. However, for Unit Transfers Your Aviva Stocks & Shares ISA commences upon receipt of such Unit Transfer.

- and We have verified Your identity and bank account (see section 30 'Financial Crime).

If You are transferring in from an existing product with another provider, then once the ISA has been transferred, You will become subject to these Aviva Stocks & Shares ISA Terms and Conditions.

Details of the minimum and maximum Payments we will accept can be found in the Aviva Stocks & Shares ISA Key Features document.

We will also send You an email notification directing You to Your Aviva Stocks & Shares ISA documents which will also be available to view in Your Product Literature folder on MyAviva.

In opening Your Aviva Stocks & Shares ISA You agree to Us making Your information about Your Aviva Stocks & Shares ISA available online to you and Aviva.

3. Security

To apply for Your Aviva Stocks & Shares ISA You will need to register with MyAviva. As part of this process You will need to create a user name and password. You will need this user name and password to access MyAviva to view Investments and carry out transactions.

You must keep Your security details and password secret and not disclose them to any other person. We are not responsible for any losses You incur if You have not kept Your security details and password secret.

You must tell Us as soon as possible if You think that someone else knows Your security details or password or if an unauthorised person is trying to access, or has accessed, Your Aviva Stocks & Shares ISA or Your MyAviva account. You must not permit any other person to access Your Aviva Stocks & Shares ISA or Your MyAviva account using Your username or password.

4. Subsequent ISAs

Your Aviva Stocks & Shares ISA is a flexible stocks and shares ISA, allowing You to replace withdrawn amounts in the same Tax Year without affecting Your annual ISA allowance. You may continue to subscribe to Your Aviva Stocks & Shares ISA in following Tax Years. Regular Payments continue into subsequent Tax Years unless You instruct Us otherwise. You cannot subscribe to more than one stocks and shares ISA in the same Tax Year.

If you do not make any Payments for an entire Tax Year then before You make any subsequent Payments You must contact Us to make a new declaration.

5. Trading

We will treat You as a retail client as defined by the FCA.

You will need to submit an instruction online through MyAviva to buy and sell any Investments.

When dealing in Investments for You we will not permit the purchase of any financial instrument which is deemed to be complex under FCA rules. Your instruction will be deemed to be received by Us when a confirmation screen is displayed. For lump sum investments, We will purchase Your chosen investments for Your Aviva Stocks & Shares ISA once we are holding Your Payment as available funds. For cheques generally this will be four Business Days after receipt. For debit card payments, the cash will be immediately available to trade. For direct debits this will be within three Business Days of the crediting of monies

to Our bank account. We receive Payments by direct debit on the date stated on Your online application. It may take Us up to 10 Business Days to set up the direct debit following receipt of Your online mandate. Please note that regular payments into ETIs are not permitted.

If the means of Payment is dishonoured, then any Investment made with such a Payment will be cancelled and We reserve the right to deduct any shortfall from Your Cash Account. In the event that there is not enough in Your Cash Account to cover any shortfall We will sell from Your Funds. If You wish any such trade to continue You must submit a new instruction for that trade. We will not apply any discretion when dealing on Your behalf nor accept liability for any losses, direct or consequential, which You may realise as a result of the investment decisions made by You.

You may wish to consider taking financial advice if You have any questions about the suitability of Your Investment choices to Your circumstances.

Sale transactions are subject to minimum residual holdings. Information about minimum residual holdings may be found on MyAviva. Sale proceeds are held in cash where You have instructed Us to sell but have not given Us instructions to reinvest, withdraw or transfer Your Aviva Stocks & Shares ISA.

Where We receive an instruction which is unclear or ambiguous We will contact You. We reserve the right to take no action until We have received clarification from You. We may defer acting on a transaction instruction, where We are required to do so at the request of a Regulator or in accordance with any Regulations (including UK anti-money laundering legislation).

(i) Exchange Traded Investments

Investments in Equities, Investment Trusts and Exchange Traded Funds may be available to You. Access to other Exchange Traded Investments may be available at Our discretion. All orders will be placed with Our nominated stockbroker, further details of this are available on request. All orders and valuations will be in Sterling only. A PTM levy may be payable for trades in securities of companies which are incorporated in the UK, the Channel Islands, or the Isle of Man. SDRT may also be payable on transfer of registered shares when effected through an electronic settlement system. Both the PTM levy and SDRT will be payable at the prevailing rate at the time. Settlement of transactions will be due for settlement in full on the Settlement Date, which will be in line with the market settlement terms of each asset. We will allow Our nominated stockbroker to hold Your money in the course of settling purchases or sales You have instructed Us to carry out or in receiving income due to You.

All exchange transactions will be subject to the rules, Regulations, customs and market practice of the exchange on which the transaction is being carried out and all applicable Regulations will be binding on You. There may be occasions where Your order is executed outside of a regulated market or multilateral trading facility to aim to achieve the best possible result in executing Your order. There may be minimum trading amounts for trading in ETIs, so please refer to the relevant product guide. In most cases only whole shares/units are available. Where trades are instructed resulting in residual cash, this amount will remain in cash until further instructions are received or future purchases are made.

In some cases, We may defer the purchase of ETIs, where We reasonably believe that level of trading will breach Our Trading Cap with Our nominated stockbroker.

(ii) Market Orders

It may be a policy of Our nominated stockbroker that orders will be aggregated. This means that the price of securities may rise or fall in the period between the receipt of Your order and the time it is actioned. Events which could result in a different price being secured include but are not limited to:

- trades instructed outside normal market size resulting in a price which is different from that which would have prevailed on a single deal; and/or
- a delay between orders being placed with Us and then being placed in the market whilst market movement takes place, resulting in price movements which could be either favourable or unfavourable; and/or
- PTM levies being triggered for trades over £10,000.

If a real time price is not available You will be given the option to place Your order 'at best', which aims to buy or sell at the best price available in the market at the time. We will be unable to confirm the price before the order is placed. As prices can change at any time You should not proceed on this basis if it is important to You to see an indicative price before You trade.

(iii) Limit Orders

From time to time we may accept Limit Orders. This is where You place limits on the price You are prepared to accept for a deal, provided that the order is above any minimum level We set.

Any such order will be valid for a maximum of 30 days. We will aim to facilitate the earliest possible execution of Limit Orders. A Limit Order is not guaranteed to be completed. A Limit Order will usually only be completed if the price reaches the specified limit price within the timescale specified by You. Note that even if this occurs a trading opportunity could be missed if the price moves away from the limit price before it can be completed or there are not enough buyers or sellers at that particular price level. If We are unable to execute a Limit Order under prevailing market conditions We are required to make the Order public ahead of execution, except where You agree that We do not need to do this. We consider that it is in Your best interests if the appointed stockbroker uses its discretion as to whether or not We make such Orders public, taking into account what We believe to be Your best interests. You expressly give Us permission not to make the unexecuted order, or any part of it, public in these circumstances. Where We are unable to complete the Limit Order due to circumstances outside Our control, We reserve the right to cancel it. We shall not be liable for any loss or loss of opportunity suffered by You as a result of Us cancelling a Limit Order.

(iv) Quote and Deal

Quote and Deal allows You to trade on a real time basis for individual transactions. You will be provided with a real time price at which You can place Your trade. However, it may not be possible to buy or sell at that price at all times, due to external factors beyond Our control. Examples of such external factors may include:

- market liquidity; and/or
- trade size; and/or
- volatility of the stock

which mean a trade cannot be placed and may be deferred or cancelled.

When We are unable to return a live market price You are able to request one at best order. This aims to process at the best available price in the market at the time for Your order. We will be unable to confirm the price before the order is placed, as prices can change at any time and can be volatile. You should not proceed on this basis if it is important for You to see an indicative price before You complete Your request. We shall not be liable for any loss or loss of opportunity suffered by You, whereby the value of Investments could have been increased, or for any decline in the value of Investments due to such deferment or cancellation of a trade.

(v) Trading Funds

When trading for You, deals may be aggregated with those of other investors because We reasonably believe that such aggregation will work to Your advantage. On occasions, aggregation may work to your disadvantage. Where aggregation results in a small amount of cash that cannot be reasonably allocated to individual investors We will move the money to Our own bank account and pay it to Our chosen charity annually. If aggregation results in a small asset holding that cannot be reasonably allocated to individual investors We, as agent, will sell the asset and pay the proceeds to Our chosen charity annually.

We will normally aggregate trades as appropriate on each Business Day and then pass these to the relevant Fund manager(s). These will then be executed in accordance with each Fund manager's execution policy. For some Funds the next available valuation point may be later than one Business Day following aggregation. This means that the price of securities may rise or fall in the period between the receipt of Your order and the time it is actioned.

For further details around Our Aggregation policies, please refer to the latest Order Execution Policy which you can obtain by visiting [aviva.co.uk/best-execution-policy](https://www.aviva.co.uk/best-execution-policy)

Some Funds may have a minimum trade value. If a trade is placed for less than this amount, the trade may be rejected or held as pending until We receive further trades that meet this minimum amount from You or other investors. We reserve the right to reject the trade if the minimum trading amounts are not achieved. If We reject such a trade, We will return your cash to Your Cash Account. Details of the minimum trading amounts are provided in the Fund providers literature which can be accessed through rejected or held.

When investing in Funds on Your instruction We will purchase the share class that You select. Share classes may be net paying or gross paying. Whether a share class is net paying or gross paying is set out on MyAviva. If You select a net paying share class within Your Aviva Stocks & Shares ISA We will reclaim tax where appropriate for You.

For some Funds it may not be possible to buy or sell Your investment on every Business Day as they may have different trading frequencies. This could mean that you may not receive proceeds of a sale, or Your Payments may not be invested, straight away.

(vi) Switching

You may instruct Us to sell units in Fund(s) and reinvest the proceeds in other Fund(s). This is known as a switch. You must submit Your instruction online using MyAviva. On receipt of Your instructions, We will process the sell and then use the proceeds to purchase the specified new units.

Please note that where applicable, purchase orders will be placed once all sale prices have been confirmed to Us by the relevant party. There may therefore be incidences where You are disinvested for a period and subject to potentially adverse market movements.

6. Best Execution

When dealing with Your order to buy or sell Investments, We will use all reasonable endeavours to achieve the best possible result for You under the circumstances.

In respect of orders relating to Funds the only method available for dealing with most of these in practice is to transmit them to the provider of Your chosen Fund. Therefore the Fund provider (or their agent) are the only Execution Venues that will be used.

Regulations require Us to consider various execution factors in deciding how best to execute Your order. These include price, cost, speed, likelihood of execution and settlement, size, nature and other relevant matters. Normally We would consider price to be the most important factor. However, for Investments in Funds, there will only be one Execution Venue that We can use in practice to deal with Your order and there will only ever be one price; reflecting the underlying value of the assets of the Fund. We also take the above factors into account when appointing a nominated stockbroker.

We will monitor the effectiveness of Our best execution policy and arrangements to ensure that We continue to obtain the best possible result for You. We will notify You of any material changes to Our policy and arrangements where they are relevant to You.

Please note that Our best execution policy does not apply when a specific instruction is given as to how orders should be dealt with. This may prevent Us from taking steps designed to obtain the best possible result for You. To see the latest version of our Best Execution Policy which can be found within the Order Execution Policy, please visit: [aviva.co.uk/best-execution-policy](https://www.aviva.co.uk/best-execution-policy)

7. Valuation of Funds

Funds may have different valuation frequencies; details will be provided on MyAviva.

8. Transfers

(i) Transfers in

You may transfer an existing ISA to Us subject to the transferring manager's approval. Please note We will accept full or partial transfers of Payments made in previous Tax Years. For the current Tax Year We will only accept transfers of all Payments made in this Tax Year.

It should be noted that whilst there is a large range of Fund investments available there may be occasions when a particular Investment cannot be accepted by way of a Unit Transfer.

If You ask Us to transfer any of Your Fund Investments to the Aviva Platform (the Receiving Platform) from a Transferring Platform, You may choose for the transfer to be carried out by way of a Unit Transfer, provided the Receiving Platform has the same Fund Investments and that there are no circumstances outside of Our control which would prevent a Unit Transfer. Note that only Fund transfers may be available, share transfers are not.

Where We receive an instruction from You, or given on Your behalf, to carry out a Unit Transfer of any Fund Investments You hold with a Transferring Platform to the Aviva Platform (as Receiving Platform), We are entitled to treat that instruction as providing Us with Your express authority to instruct the Transferring Platform:

- to request the Fund Manager of each such Investment (to the extent the Transferring Platform is entitled to do so) to carry out any conversion to a Unit class that is available on the Aviva Platform] and
 - to take any other reasonable steps to bring about that conversion,
- in each case, as required to enable a Unit Transfer of any such Investments.

Where We receive an instruction given by You, or on Your behalf, to convert Units in Your Investments into Units of a Discounted Unit Class as part of a Unit Transfer of any Investments You hold with a Transferring Platform to the Aviva Platform (as Receiving Platform), We are entitled to treat that instruction as providing Us with Your express authority:

- to request the Fund Manager of each such Investment (to the extent We are entitled to do so) to carry out the conversion to that Discounted Unit Class; and
- to take any other reasonable steps to bring about that conversion.

An instruction will be treated as given on Your behalf where it is provided by the Transferring Platform unless We reasonably believe that entity does not have authority to provide the instruction on Your behalf.

During a Unit Transfer, there may be a period between the point of transfer and completion of the Unit conversion process, where you may incur a more expensive charge from the fund manager. Please see the relevant Fund Factsheets for further information. There may also be a period of time where the Units being converted are not available to trade.

For ISA transfers made in cash, once Your Aviva Stocks & Shares ISA is open You will need to select Your Investments. Your transfer will stay in Your Cash Account until You do this.

Any residual payments received from Your transferring manager after Your Aviva Stocks & Shares ISA has been opened such as distributions, will be held temporarily in cash in Your Cash Account pending reinvestment.

(ii) Transfers out

You may instruct Us at any time to transfer out all of Your Aviva Stocks & Shares ISA to another plan manager, subject to the agreement of that plan manager. We aim to complete Your transfer within 28 days of receipt of all Our requirements. Partial transfers are not permitted for the current Tax Year's ISA investments but previous years' Payments can be partially transferred. ISA investments for the current Tax Year can only be transferred in full.

If You ask Us to transfer any of Your Investments from the Aviva Platform to a Receiving Platform, You may choose for the transfer of any of your Fund Investments to be carried out by way of a Unit Transfer, provided the Receiving Platform has the same Investments and that there are no circumstances outside of Our control, which would prevent a Unit Transfer.

Where We receive an instruction from You, or given on Your behalf, to carry out a Unit Transfer of any Fund Investments You hold with Us on the Aviva Platform (as Transferring Platform) to a Receiving Platform, We are entitled to treat that instruction as providing Us with Your express authority:

- to request the fund manager of each such Investment (to the extent We are entitled to do so) to carry out any conversion to a Unit class that is available on the Receiving Platform; and

- to take any other reasonable steps to bring about that conversion,
- An instruction will be treated as given on Your behalf where it is provided by the Receiving Platform, unless We reasonably believe that entity does not have authority to provide the instruction on Your behalf.

During a Unit Transfer, there may be a period between the point of Unit conversion and completion of the transfer process, where you may incur a more expensive charge from the Fund manager. Please see the relevant Fund Factsheets for further information. There may also be a period of time where the Units being converted are not available to trade.

We reserve the right to retain any money received following the closure of Your Aviva Stocks & Shares ISA where such sums are less than £5 per transaction. We will move the money to Our own bank account and pay it to Our chosen charity.

9. Ownership of Investments and Documentation

Investments held in Your Aviva Stocks & Shares ISA are held in the name of the Nominee Company. You remain the beneficial owner of the investments.

You may not transfer any interest in the Investments or use them as security for a loan or create any legal charge over them.

As Investments will be registered collectively in the same name, they may not be identifiable by separate certificates or other physical documents of title. In the event of Our default, any shortfall in Investments may be shared pro rata amongst investors.

Any certificates or other documents evidencing title will not be lent to third parties or used as security for borrowing. They will be held by Us or to Our order in safe custody.

Where any of Your Investments are held with a sub-Custodian, Nominee, depository or settlement system, You agree that such third party (or any person to whom We have delegated the holding of Your Investments) may have a security interest, lien, right of set off, or similar rights over Your Investments under the standard terms of such third party (or other Person) where such rights are routinely needed by such third party (or other person) to cover exposures incurred due to the services it provides. This is only to the extent permitted by FCA rules (except where rights are on different terms because the law of another country applies where Your Assets are held by such third party or person).

In the unlikely event of default by any Custodian, any shortfall in Investments may be shared pro rata amongst investors.

Fund information and voting rights

- If You request, where such information is published and available, We shall arrange for You to receive copies of the long or short form annual and half-yearly managers report, the prospectus and any other information issued or available to investors.
- If You wish to attend or vote at any general meetings which are called relating to Your investments then You should write to Us.

Copies of a Fund's interim and annual reports and accounts, prospectus or other similar material are available on request.

10. Corporate Actions

We will contact You to inform You of any Corporate Actions and if it is necessary for You to take any action. In the event of a holding being subject to an elective Corporate Action We will endeavour to process the event as per Your wishes, subject to there being sufficient cleared funds within Your Cash Account. In such instances, We will contact You with the details of the Corporate Action. Where no such instruction is received within the specified time limits We will allow any accumulated rights to lapse and will not be held liable for any losses, direct or indirect, which may subsequently arise.

If an ETI is inadvertently acquired which is not eligible to be held through the online investment service, for example, acquiring a non-Sterling ETI as the result of a Corporate Action, this will be sold and the proceeds, in Sterling, will be paid into Your Cash Account at the earliest reasonable opportunity. We will claim for You any dividends, to which You are entitled, from the counterparty (that is, the person selling the Equities) to the transaction. We will always apply the cash sums to the Cash Account of Your Aviva Stocks & Shares ISA. These Payments will be listed in Your regular statements.

From time to time You may be advised of changes applicable to Equities or Funds that You hold within Your Aviva Stocks & Shares ISA, for example, rights issues and Fund name changes. Fund fact sheets and Key Investor Information Documents or Key Information Documents are available on MyAviva. While We will endeavour to provide You with sufficient time to consider and respond, the time within which You have to communicate Your response may be limited and is out of Our control. In extreme circumstances this may mean that You are unable to respond within the timescales provided, and We will not be held liable for any losses, direct or indirect, which may subsequently arise.

If We do not have time to obtain your instructions on an elective Corporate Action, or if We do not receive your instructions in time, We will usually select the default option that is specified by the company. Otherwise, We will take such action, or refrain from taking any action, as We, in our reasonable discretion, determine. Your entitlement and the options available to You under a Corporate Action may differ from what You would be entitled to if You held the ETI in Your own name. We do not participate in any shareholder interest groups and We do not pass on any shareholder perks. Trading fees will be charged if You sell nil paid rights acquired through a Corporate Action.

If You place an order to transact in an Investment and it subsequently becomes subject to a Corporate Action or dealing suspension before the transaction completes, then We reserve the right to cancel the pending order.

11. Cash

(i) Cash Account – general

Cash within Your Aviva Stocks & Shares ISA will be held in one or more client money Bank account(s) with external account providers of Our choice. This cash will be held in accordance with the FCA client money rules, as amended from time to time. The interest rate is variable and can be positive, zero or negative. A negative interest rate means that there is a cost of depositing money with the Banks. You can find the Cash Account's current interest rate and details of the external account providers online at [aviva.co.uk/bank-interest-rates](https://www.aviva.co.uk/bank-interest-rates). Interest will be credited to or deducted from (if the rate is negative) Your Cash Account monthly on or around the 1st of each month.

To the extent permitted by the FCA rules, We may hold a proportion of Your cash on a fixed term deposit or in a notice account of up to 95 days. We do this so We are able to obtain better interest rates. Placing cash on a fixed term deposit or in a notice account means that the funds cannot be withdrawn until the expiry of the relevant fixed term or notice period. We manage the cash in order to ensure that there are sufficient funds available to satisfy customer demand, so this should not affect Your ability to withdraw money. However, there is a risk that Your access to cash is delayed in the event of a significant increase in demand. In the event of Our failure, there may be a delay in distributing the client money We hold as this process would need to take account of any notice period. If any of the notice account providers fail and the notice period isn't waived, You may have to wait up to 95 days to get that part of Your money back. We will not be responsible for the default or failure of a bank.

We calculate interest based on Your Cash Account balance. If the amount We actually receive from whichever bank provides the account is less than We've calculated, You will keep the difference. However, if the amount We receive from the bank is higher than We've calculated, We will keep the excess and it will not be paid to Your Cash Account and will not be Your money.

Any deductions that We are obliged to make in the administration of Your Aviva Stocks & Shares ISA as required by relevant tax legislation or other Regulation will be accounted for and reflected in Your statement.

Although very unlikely, it's possible We could make an administrative error. If this results in an underpayment or overpayment of interest, charges or rebates to Your account, We will take all reasonable steps to rectify this. We'll rectify the error by making an additional payment to the relevant product Cash Account or a deduction from the relevant product Cash Account. We reserve the right not to make an adjustment where the underpayment or overpayment resulting from a single error is less than £10. This is because We will incur administrative costs by making an adjustment.

(ii) Cash Account – balances

All cleared Payments, will be initially credited to Your Cash Account. Cash may also be credited to this account by Us, for example by way of distribution payments or interest payments, income, or if investments are sold without making further purchases.

The balance of Your Cash Account will be shown on Your account statements.

If You are invested in assets that cannot be easily sold You need to ensure Your cash account has sufficient funds to pay any charges. We recommend that You regularly review the balance of Your Cash Account.

(iii) Unidentified cash

If We receive a Payment and We are not provided with sufficient information to identify that this is intended to be for Your benefit then this may be returned to the payer.

(iv) Residual balances

If You have transferred all the investments and cash held in Your Aviva Stocks & Shares ISA to another product, a residual balance in these circumstances will be any additional funds received into Your Aviva Stocks & Shares ISA that are not a Payment.

If a residual balance is between £5 and £250 it will be sent directly to You after any required tax deduction has been made.

If a residual balance is more than £250 We will pay this on to the product that You transferred to.

We reserve the right to retain any money received following the closure of Your Aviva Stocks & Shares ISA where such sums are less than £5 per transaction.

12. Income

We will collect any income in respect of Investments held in Your Aviva Stocks & Shares ISA and credit it to Your Cash Account. We will do this at least once a year.

Income may include distributions from Funds and reclaims of UK income tax where appropriate. Any income arising will remain in Your Cash Account unless We receive investment or withdrawal instructions from You.

13. Withdrawals

Withdrawals (including regular withdrawals) may be subject to minimum amounts remaining in Your Aviva Stocks & Shares ISA and a minimum amount for each withdrawal. Information about minimum amounts is set out in the Aviva Stocks & Shares ISA Key Features document. Any withdrawals will be compliant with the regulations applicable.

You can choose how the withdrawal is funded. This could be either from particular assets, or equally or pro rata across the assets. However, if the withdrawal method You choose does not generate enough cash to pay Your withdrawal, We will disinvest proportionately across the assets in order to do so. Any withdrawal will reduce the value of Your Investments. We will not automatically disinvest if You are only invested in Funds which are in deferment or suspension, or ETIs. If you are only partially invested in Funds which are in deferment or suspension and ETIs then We will disinvest from any other Investments You hold.

For some Funds it may not be possible to withdraw your investment on every Business Day as they may have different trading frequencies. This could mean that you may not receive or be able to reinvest your withdrawal proceeds straightaway.

Payment of withdrawal proceeds will be made to You, by direct credit. We may deduct from any amount payable to You any outstanding charges due to us.

Where a sale amount has been defined in cash the number of units/shares deducted will be rounded up so as to ensure the cash amount requested is met. This may result in more cash than requested being generated.

14. Charges

The following section details the charges that apply to Your Aviva Stocks & Shares ISA. Any charges taken by Us may be taken by Aviva Wrap UK Limited or any of the companies included within the "Aviva/Us/We/Our" definition of these Terms and Conditions on the authorisation of Aviva Wrap UK Limited.

We may vary the charges for any of the following reasons:

- to reflect, in a proportionate manner, changes in costs relating to taxation, the law or decisions or recommendations of an ombudsman, Regulator or similar person, or

- to respond, in a proportionate manner, to changes in the costs (including business costs) which We reasonably incur in carrying out the administration of Your Aviva Stocks & Shares ISA.

We will notify You at least 30 days before any change to the Aviva Charge, Aviva Share Charge or Trading Charge has any effect on You.

Upon notification of Your death, We will process this and once we have updated Your account, any Aviva Charge and Aviva Share Charge will cease. Any Fund manager charges or Trading charges however will continue to apply between the date of your death and disinvestment.

(i) Aviva Charge

This is deducted on a monthly basis and is calculated on a daily basis as a percentage of the average value of Your Aviva Stocks & Shares ISA on each day including any new money not yet cleared in your Cash Account (we reserve the right to vary this), but excluding that invested in shares and other ETI's.

A tiered discount may be applied to Your Aviva Charge. For details, please refer to Your Aviva Stocks & Shares ISA Key Features document. If you have an Investment Account or Pension on MyAviva which You have applied for via MyAviva any tiered discount will be calculated based on the combined value of these investments and Your Aviva Stocks & Shares ISA.

(ii) Aviva Share Charge

The Aviva Share Charge is the amount we charge for administering Your shares and other ETIs. The annual charge is calculated daily and charged monthly up to the yearly charge cap for Your Aviva Stocks & Shares ISA using the value of these investments. The value of any Aviva Investment Account or Pension is not taken into account.

(iii) Trading Charge

We use our nominated stockbroker to deal in shares and other ETIs.

For trading in ETIs We will charge a fee for each trade (per asset), taken from the Cash Account. In addition, You will be charged any SDRT, foreign transaction tax charges and any charges levied by the PTM.

(iv) Collection of Aviva Charge and Aviva Share Charge

Aviva Charge and Aviva Share Charge are deducted from Your Cash Account. It is Your responsibility to ensure there is sufficient cash in Your Cash Account to pay charges due. Where there is insufficient cash, if Fund investments are available We will disinvest sufficient funds by selling across Your investments on a proportionate basis to enable these charges to be paid. In certain circumstances these Funds may be sold after the charge has been taken. Any disinvestment will include an additional amount which is the greater of £10 or 10% of the disinvestment. This is aimed to cover any market movements between the disinvestment date and the charge date. We will not automatically disinvest if You are only invested in ETI's and/or Funds that are in suspension or deferment.

If You do not pay Your Aviva Charge or Aviva Share Charge, any outstanding charges due will be deducted:

- when You sell Your Investment or
- when the suspension or deferment of the Fund(s) have been lifted and We have sold down the Fund or
- when any other income goes in to Your Cash Account.

If We can automatically take money by selling Your Fund Investments, We will do this to cover charges across all investments within Your Aviva Stocks & Shares ISA. For example, if You are invested in ETIs and/or Funds that are in suspension as well as Funds which are not in suspension, We will sell funds not in suspension so there is enough money to cover the charges for each investment.

(v) Transfers

Certain Fund managers may charge a fee for Unit Transfer of assets which are transferred out of this Aviva Stocks & Shares ISA. There are no Aviva charges for transfers from other product providers. However, where there are additional third party charges, We reserve the right to pass these onto You.'

15. Other Charges

Details of the Fund managers' standard charges, as well as any discounts available through Us, are set out in the Key Investor Information Document or Key Information Document or Simplified Prospectus available through MyAviva.

There are also other expenses which Fund managers deduct from their Funds such as registrar's charges, trustee/depository charges, audit charges and SDRT.

In addition, Fund managers may impose a charge to share out the costs incurred when a need to deal in underlying assets is triggered by investor purchases or redemptions of Fund units/shares. This is to prevent these costs diluting the value of units/shares held by continuing investors. An example of these charges is Dilution Levy. These charges will either be reflected in the offer price of the units or be applied as a charge to the amount invested or disinvested.

These charges will be shared across all investors taking part in that particular transaction.

The dealing price given to Us by a Fund manager will be used to calculate Your sale proceeds or purchase cost. Please note, this price may be higher or lower than the published price.

There are no additional Aviva or Fund manager charges levied for switching of Funds other than the standard Fund manager charges associated with the buying and selling of units/shares. Details of these charges can be found on the Key Investor Information Documents or Key Information Documents which may be accessed through MyAviva.

Some assets will carry annual charges. These charges will be shown as Ongoing Charges Figure. These charges represent the annual cost of managing the asset, this is often referred to as the Annual Management Charge along with the expenses incurred in managing the asset, covering such things as accounting and registration fees. Details of these charges will be set out on the asset documentation.

In accordance with Regulations, you'll receive further costs and charges information on your investment Funds, before they're invested and on an ongoing basis once invested.

16. Taxation

(i) Taxation on Your Aviva Stocks & Shares ISA

We have included some general taxation information below. It is based on Our understanding of current legislation and is subject to change.

If You are in any doubt as to Your tax position, You should seek professional advice.

(ii) Equalisation

After an Investment has been made in a Fund, the first distribution of income includes an element of Equalisation.

This is treated as a return of capital for tax purposes, is not subject to income tax and so does not carry a tax credit or deduction of income tax.

(iii) VAT

All charges which You pay to Us, will include any VAT that may be applicable.

(iv) Income Tax and Capital Gains Tax

All income and capital growth produced is free of any UK income and capital gains tax. Neither income nor capital gains need to be declared on Your tax return. Some investment returns may be received by the Fund manager with tax credits, or after tax deductions, which cannot be reclaimed. We will notify You if, due to any failure to satisfy the provisions of the ISA Regulations, Your Aviva Stocks & Shares ISA is, or will no longer be exempt from tax.

Any tax deducted from Your Cash Account is paid by Us to HMRC. As a result, the money deducted is no longer Your money and it is due and payable by Us to HMRC.

17. Administration of Your Aviva Stocks & Shares ISA

(i) Correspondence

We will provide all correspondence to You electronically through the Messages folder on MyAviva. When new documentation is available to view We will send an email to You using the email address You have provided as part of Your application.

You can opt to receive correspondence in paper format in addition to online. In certain circumstances We may contact You by paper correspondence, even if You have not selected paper as an option.

Notifications for Corporate Actions would be sent by email as there is a time constraint on any actions.

(ii) Periodic Statements

Statements will be issued every three months. These will provide details of charges and transactions since the last statement date. These statements will be available in the Your Documents folder of MyAviva. We will send an email notification to You confirming Your statement is available to view. Up to date information about transactions and the value of Your Aviva Stocks & Shares ISA is available online.

(iii) Valuations

We will value Funds at the end of each Business Day using the most recent price available to Us at that time.

You should be aware that if You want to buy or sell holdings in a Fund, these prices will not necessarily be the dealing prices as most Funds are priced on a forward basis. This means that the price for a sale or purchase transaction is that calculated at the valuation point after the transaction has been placed with the Fund manager.

For ETIs, prices will be sourced from a single data vendor and updated every 15 minutes on Business Days.

(iv) Income

Income may include distributions from Funds, dividends from Equities and reclaims of UK income tax where appropriate. The frequency will be at least annually. Any income arising which is not withdrawn by You will remain in Your Cash Account unless We receive instructions from You to invest Your Aviva Stocks & Shares ISA.

(v) Power of Attorney

Please note that We are unable to accept applications completed by Your attorney unless You are not able to complete it yourself, because of loss of mental capacity or physical disability. All applications from attorneys must be accompanied by a correctly certified and, where applicable, correctly registered Power of Attorney document.

(vi) Pricing Errors

In rare cases, errors may arise in the valuation of, or transactions within Your Aviva Stocks & Shares ISA. These errors may occur as a result of Our actions, or those of a third party such as a Fund manager or Our nominated stockbroker.

If We are responsible for the error, We will place You back in the position You would have been in had the error not occurred in accordance with applicable Regulations. Where, due to circumstances beyond Our control, We are unable to do this, We will make suitable arrangements to compensate, which may be by way of a one off payment.

If the error has occurred due to the actions of a third party, although We do not accept responsibility for such errors, We will take reasonable steps to seek payment of compensation from the third party concerned on Your behalf.

(vii) Fund Closure

In the event that a Fund manager closes or otherwise makes Funds unavailable or We are unable to continue administering Investments in a Fund and this affects You, We will, where possible, notify You and request reinvestment instructions 30 days in advance. We will do this unless external factors beyond Our control mean that only a shorter notice period or no notice period is possible. We reserve the right to move all assets held within the affected Fund to cash pending reinvestment instructions from You. We will not be held liable for losses You may incur as a result of this action or whilst awaiting reinvestment instructions.

(viii) Investment Closure

Occasionally We may need to close access through Your Aviva Stocks & Shares ISA to Funds or ETIs. This may happen for example where a Fund manager closes a Fund or the ETI is no longer available through Our nominated stockbroker. If this affects You, We will, where possible, notify You and request reinvestment instructions 30 days in advance. We will do this unless external factors beyond Our control mean that only a shorter notice period or no notice period is possible. We reserve the right to move all assets that are affected to cash pending reinvestment instructions from You. We will not be held liable for losses You may incur as a result of this action or whilst awaiting reinvestment instructions.

(ix) Fund Suspension/Deferment

In the event that a Fund manager or stock exchange suspends or defers dealing in a Fund or ETI and this affects You, We may redirect purchases intended for the suspended Fund or ETI to cash, and await Your instructions on how You wish to proceed. We may also delay or cancel any withdrawal or other transaction requests for that Fund or ETI and await Your instructions on how You wish to proceed.

(x) Moving to USA or Republic of Ireland

If You move to the USA or the Republic of Ireland, You must immediately notify Us and sell all of Your investments. If You do not do this within 30 days of Your notification to Us, We will sell down all of Your investments and place them in the Cash Account for You. If You subsequently re-invest outside of the Cash Account, We will sell these investments down and return the money to the Cash Account for You.

18. Closing Your Aviva Stocks & Shares ISA

You may instruct Us to close Your Aviva Stocks & Shares ISA at any time. Please note that You may get back less than the amount You invested if You do so.

When closing Your Aviva Stocks & Shares ISA We will deduct outstanding charges due. Where sums are due and payable We will make all reasonable efforts to contact You to effect the payment. If We are unable to contact You the Funds will remain in an interest bearing client account and will continue to be treated in accordance with Client Money Rules.

Residual payments can be received after the closure of Your Aviva Stocks & Shares ISA. We reserve the right to retain any money received following the closure of Your Aviva Stocks & Shares ISA where such sums are less than £5 per transaction. We will move the money to Our own bank account and pay it to Our chosen charity. In all other cases We will pay this onto You. If We cannot find You, Your Bank Account no longer exists and the payment is returned to Us, the payment shall be returned to Your Cash Account and held there. If after six years Your Cash Account has had no activity, we will take all reasonable steps to trace you. If after a period of time we cannot trace you, then the payment (plus any interest accrued on that payment whilst held in Your Cash Account) will be paid into the Aviva Corporate Account and then paid to a charity of Our choice. However after this period a record of Your balances and communications we attempted to make will be held and will be available to You upon request in the future. If You wished to claim this balance We will pay a sum equal to the balance paid away to charity.

Upon closure of Your Aviva Stocks & Shares ISA any regular Payments will cease.

The Investments in Your Aviva Stocks & Shares ISA, or the proceeds thereof, can be transferred to another provider, if they agree. Alternatively, You may close Your Aviva Stocks & Shares ISA at any time.

Pending Transactions

Closing Your Aviva Stocks & Shares ISA does not affect any transaction initiated before the closure began. These Terms and Conditions continue to apply until We complete all outstanding transactions or meet all liabilities.

19. Death

Upon notification of Your death, We will process this and once we have updated Your account, any Aviva Charge and Share Dealing Charge will cease and we will convert Your Aviva Stocks & Shares Account to a 'continuing deceased's account'. This means that Your Investment will continue to qualify for preferential tax treatment. A continuing deceased's account can continue until the earliest of:-

- completion of the administration of Your estate
- 3 years from the date of Your death
- the closure of the continuing deceased's account.

We will await instructions from the personal representatives of Your estate before disinvesting. No transactions will be permitted on the continuing deceased's account. Interest will still be paid on money in the Cash Account and any investment distributions will still be received between the date of Your death and closure of the continuing deceased's account. If Your ISA is still active 3 years from the date of Your death, We will sell the assets to cash and move the cash value to an Investment Account where We will await further instructions. It will be used as a holding account for the assets until the personal representatives for Your estate instruct Us to cash it in or transfer the assets. The values of the Investments will be those that apply at the date of disinvestment. No payment will be made from the continuing deceased's account until all Our reasonable requirements have been met.

We may need to obtain identity and verification evidence for the trustees, executors and beneficiaries before we can make the payment.

20. Communication

You may communicate with Us in writing, by telephone or by email, although We may require certain instructions to be given to Us through a specific medium. We will normally communicate with you by email.

For Your own protection and also for Our own training purposes, telephone calls will be recorded and saved for a minimum of five years.

You must give Us any information We reasonably request to be able to provide the services for Your Aviva Stocks & Shares ISA. For example, You must notify Us of any change in Your postal or email address. We will accept instructions from You only. However, if you have a correctly registered Power of Attorney in place, then We will accept instructions from your attorney(s) subject to the receipt of satisfactory evidence from Your attorney(s) that they have legal authority to do so. If Your attorney(s) wish to trade they must instruct such trades by contacting Us directly.

21. Website

Our website will normally be available for access 24 hours a day, 7 days a week. There may be occasions, however, when this is not possible. For example, if We suspend services for repair, maintenance, or for reasons beyond Our control. The website is designed to support a number of leading software applications.

In the event that You are unable to access the website You can contact Us by telephone on any Business Day on 0800 285 1088.

Investment data is supplied to Us by third parties. All monetary figures are in Sterling terms unless otherwise stated and are based on the information supplied to Us and accepted in good faith.

22. Changes to Terms and Conditions

We may change these Terms and Conditions for any of the following reasons:

- To reflect changes in the way We administer investments/products of this type where such changes are reasonable and proportionate and to and to update information contained in these Terms and Conditions.
- To respond, in a proportionate manner, to changes in technology or general practice in the Life, Pensions and Investments industry.
- To respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations

of an Ombudsman, Regulator, or similar person, or any code of practice with which We intend to comply.

- To correct errors, if it is reasonable to do so.

If We consider any changes to these Terms and Conditions to be to Your advantage or necessary to meet regulatory requirements, We may make the change immediately and tell You at a later date. We will tell You in writing of any change We consider is to Your disadvantage (other than any change necessary to meet regulatory requirements) at least 60 days before the change becomes effective, unless it is not possible for Us to do this, in which case We will give You as much notice as We can.

We will tell You about changes to these Terms and Conditions and make the updated Terms and Conditions available in Your Documents folder on MyAviva. Historic versions of Your documents are available on request.

23. Cancellation

We provide You with the ability to cancel Your Aviva Stocks & Shares ISA. 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 have given us. For single Payments, Your cancellation period will start when We receive the Payment and You have received a confirmation schedule from Us. For transfers, We'll notify You when we have received the transfer money and Your cancellation period will start from that date.

You must notify Us by telephone, e-mail or in writing if you wish to cancel. If you cancel within the 14 day cancellation period, You may not get back the full amount You invested.

- We won't refund any charges that are directly related to buying or selling underlying investments.
- We will pay back any single Payments or transfer Payments, less any fall in the investment value due to market movements and any Aviva charges or Fund manager charges already deducted.
- If after the expiry of the cancellation period, We receive any payments which accrued from Your investment during the cancellation period, We shall pay this on to You, only up to the value of Your original single Payment. Payments may be made sometime after the expiry of the cancellation period. We will pay this onto You. If We cannot find You, Your Bank Account no longer exists and the payment is returned to Us, the payment shall be returned to Your Cash Account and held there. If after six years Your Cash Account has had no activity, we will take all reasonable steps to trace you. If after a period of time we cannot trace you, then the payment (plus any interest accrued on that payment whilst held in Your Cash Account) will be paid into the Aviva Corporate Account and then paid to a charity of Our choice. However after this period a record of Your balances and communications we attempted to make will be held and will be available to You upon request in the future. If You wished to claim this balance We will pay a sum equal to the balance paid away to charity.
- We will return the original amount of any regular Payments invested in full.

If You don't cancel within the specified timescales, Your Aviva Stocks & Shares ISA will continue. Cancellation applies only when You make Your first Payment into Your Aviva Stocks & Shares ISA.

In the event of a cancellation notice being exercised in respect of a plan transfer You will have one of the three following options, subject to agreement by the relevant parties;

- Transfer the assets back to the original ceding plan manager. They are not obliged to accept this.
- Transfer the assets to a new plan manager.
- Instruct Us to convert the assets to cash for payment to You.

Your Aviva Stocks & Shares ISA will not be activated until We have been able to verify Your identity and bank account to enable Us to comply with Our obligations under Regulations (including UK anti-money laundering legislation) within a reasonable time. Until such time, You will not be able to buy, sell or switch investments or make direct debit payments and no interest or charges will be applied to Your account.

24. Liability

We will exercise due care and diligence in the administration of Your Aviva Stocks & Shares ISA.

Aviva will not be responsible for any loss of opportunity whereby the value of investments could have been increased, or for any decline in the value of investments or any taxation charges, unless such decline or loss or charge is the direct result of Our fraud, wilful default or negligence.

We shall not be liable or have any responsibility for any loss or damage You incur or suffer as a result of any event or circumstance not reasonably within Our control, or actions taken as a result of such events or circumstances, including:

- Failure, interruption or delay in the performance of Our obligations resulting from the breakdown, failure or malfunction of any telecommunications or computer services, including for emergency, Regulatory, maintenance or other unforeseen technical reasons:
- Loss, misuse or sharing of login credentials including usernames and passwords
- Industrial disputes
- Failure of third parties to carry out their obligations, including failure or technical issues with software or data feeds provided by them to the extent is outside of Our control
- Acts of governmental or other similar authorities, or
- Terrorist acts.

Any news, prices, opinions and other information which We may provide to You is provided solely to enable You to make Your own Investment decisions and does not constitute personal Investment recommendations or advice. We will only accept responsibility for losses where such losses arise as a direct result of Our fraud, willful default or negligence.

Aviva or its associated companies will not be responsible for any or all losses, costs, actions, proceedings, claims and demands which may be incurred by You arising directly or indirectly from Aviva or its associated companies having acted in good faith pursuant to any instructions provided by You.

25. Assignment

The Benefits payable under this contract may not be surrendered, commuted or assigned except as stated in these Terms and Conditions.

26. Conflicts of Interest

Occasions can arise where the Aviva Group or its appointed officers, will have some form of interest in business which is being transacted. If this happens, or the Aviva Group becomes aware that its interests, or those of its officers, conflict with Your interests, We will take all appropriate steps to manage that conflict. This will be done in a way which ensures all customers are treated fairly and in accordance with proper standards of business.

Further details of Our conflicts of interest policy are available on request.

Where, despite all efforts to manage a conflict of interest, the conflict of interest cannot be prevented, We will disclose it to You before You commit to taking out this product or taking any investment action in relation to it.

27. Delegation

We may appoint any person to advise on or perform any of Our functions or responsibilities. We will satisfy Ourselves that any person to whom We delegate is competent to carry out those functions or responsibilities.

28. Termination

We may terminate Your Aviva Stocks & Shares ISA on giving You written notice if:

- it becomes impracticable to administer in accordance with any relevant Regulations.
- You are in breach of the Regulations or legislation.

If We close Your Aviva Stocks & Shares ISA on these grounds We will give You at least 60 days notice to enable a transfer of Your Investments. We will also explain the reason for closure of Your Aviva Stocks & Shares ISA.

Your Aviva Stocks & Shares ISA will terminate automatically and with immediate effect if it becomes void under the ISA regulations. If Your Aviva Stocks & Shares ISA becomes void, We will require HMRC to contact Us confirm this. We are unable to take any action without confirmation from HMRC that Your Aviva Stocks & Shares ISA is void. HMRC will tell Us what We need to do as a result of Your Aviva Stocks & Shares ISA becoming void or needing repair. We will write to You to tell You about any action We have taken as a result of instructions We have received from HMRC regarding Your voided ISA.

If Your Aviva Stocks & Shares ISA is voided We will sell the assets held within Your Aviva Stocks & Shares ISA and pay the cash proceeds to You. This will be net of any tax repayment that must then be paid back to HM Revenue & Customs.

Closing Your Aviva Stocks & Shares ISA does not affect any transaction initiated before the closure began. These Terms and Conditions continue to apply until We complete all outstanding transactions or meet all liabilities.

29. Market Abuse

In opening Your Aviva Stocks & Shares ISA, You agree that You will not take part in activity which may be considered to be Market Abuse. If We believe that Your Aviva Stocks & Shares ISA is being used to engage in Market Abuse, We reserve the right to take such action We deem to be appropriate.

30. Instructions

Where We receive an instruction in respect of any aspect of Your Aviva Stocks & Shares ISA which is unclear or ambiguous We will contact You. We reserve the right to take no action until We have received clarification from You.

31. Financial Crime

To verify Your identity and prevent financial crime, Your information may be used by any company within the Aviva group and may be shared with third parties who provide services to Us, as well as other organisations where required to by law and regulatory requirements.

A record may be kept of any searches carried out and any suspicions of financial crime and related details may be retained and used to assist other companies for verification and identification purposes and to prevent and detect financial crime. The search is not a credit check and Your credit rating should not be affected.

We will use the information You provide to Us whilst applying for Your Stocks & Shares ISA to perform anti-money laundering, sanctions and fraud checks and You acknowledge that We may share this information, if required, with a Regulator.

Before We process a customer request We may carry out appropriate due diligence in order to verify that the request is legitimate.

For Your Aviva Stocks & Shares ISA to be activated and Your contract with Us to be in place (and for any subsequent changes to that account) We must be able to verify Your identity and bank account to enable Us to comply with Our obligations under Regulations (including UK anti-money laundering legislation) within a reasonable time. We may require You to produce evidence to support the account being added/amended. If We are unable to do so, We will suspend Your Aviva Stocks & Shares ISA, which means You will not be able to buy, sell or switch funds with immediate effect. We will also remove Your bank account details from Our online investment service. This means bank account verification will need to be completed prior to You making any future withdrawals. During the period Your Aviva Stocks & Shares ISA is suspended We will not be able to act upon Your instructions and no interest or charges will be applied to Your account. Following any period of suspension, once We have successfully verified Your bank account, charges and interest that would have applied during the suspension period will be retrospectively applied.

32. Governing Law

Aviva and You have a free choice about the law that can apply to these Terms and Conditions. Aviva proposes to choose the Law of England and, by entering into these Terms and Conditions You agree that the Law of England applies. We will always write and speak to You in English.

33. Miscellaneous

- (i) Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
- (ii) Section headings and sub-headings have been inserted for convenience only and do not form part of these Terms and Conditions.
- (iii) These Terms and Conditions do not give any rights to any person other than You and Us. You and We may amend or cancel this agreement without reference to, or the consent of, any other person.

34. HMRC

We will provide HMRC (His Majesty's Revenue and Customs) with all relevant particulars of Your Aviva Stocks & Shares ISA and its Investments which HMRC may reasonably request at any time.



Need this in a different format?

Please get in touch if you'd prefer this terms and conditions (**RD02002**) in large font, braille or as audio.

How to contact us

 0800 068 6800

 contactus@aviva.com

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