

Adviser Charge Agreement – Aviva bonds

Note to advisers: Before completing this form, please contact your Aviva consultant or call us on **0800 968 859** or email bondsuk@aviva.com to request an illustration showing the effect of charges on projected growth rates.

- The terms and conditions set out in this Adviser Charge Agreement are important and you should take time to read them before you complete this agreement. If you're not sure about what this agreement is, or how to complete it, you should discuss this with your financial adviser or any other professional adviser acting on your behalf.
- **When you've completed this agreement, please attach your illustration showing the effect of the adviser charges to this form and return both to the address below:**

**Aviva
PO Box 520
Norwich
NR1 3WG**

or you can send a scanned copy by email to contactus@aviva.com

In this Adviser Charge Agreement, the following terms will have the following meanings;

“Aviva”, “we”, “us” or “our” means Aviva Life & Pensions UK Limited;

“Aviva Policy” means the Aviva bond identified below. This agreement doesn't apply in relation to any other policies or investments that you may have with Aviva;

“financial adviser” means the firm identified below;

“you” or “your” means each of the applicants/trustees below.

Please enclose the illustration that you produced for the customer which shows the effect of adviser charging on projected growth rates.

Failure to do this will result in your application being delayed.

- You should also keep copies of both this Adviser Charge Agreement and your illustration showing the effect on adviser charges for your records.
- **Single and ongoing adviser charges set up on existing contracts are deducted as a withdrawal from the policy. Any withdrawals in excess of 5% per year of your original investment and any additional investments made may be subject to income tax.**

Details of your financial adviser

I/we agree for the below firm to be appointed as my/our servicing agent and to receive bond information. If there is an existing servicing agent appointed, they will be removed and replaced by the firm detailed below.

Full name of firm	<input type="text"/>
Firm address	<input type="text"/>
	<input type="text"/>
Post code	<input type="text"/>
Aviva account number	<input type="text"/>
Name of individual adviser	<input type="text"/>
Adviser telephone number	<input type="text"/>
Adviser email address	<input type="text"/>
Aviva bond policy number	<input type="text"/>

Single adviser charge

Please complete this section if you wish to pay a single adviser charge to your financial adviser. This is a charge you agree to pay your financial adviser in respect of advice or services you have received.

Before completing this section, you should be aware of the following;

- i The charge is deducted from your Aviva policy as a withdrawal. Under current tax rules, withdrawals of more than 5% per year of your original and any additional investment may be subject to income tax. Also, withdrawals from a with-profits fund may be liable to a market value reduction;
- ii Any ongoing adviser charges taken from a fund with a guarantee will reduce the amount of your guarantee.

Single adviser charge amount

You will pay the single adviser charge proportionately across all funds.

Please complete the single adviser charge amount

Monetary amount: £

The charge will be taken on the 3rd day of the month after Aviva have been in receipt of this agreement for at least 10 days.

Ongoing adviser charges

These are charges that you have agreed to pay to your financial adviser in respect of ongoing advice or services provided by your financial adviser.

Before completing this section, you should be aware of the following information;

- i Only one arrangement for the payment of ongoing adviser charges can be set up at any time for your Aviva policy;
- ii Ongoing adviser charges are deducted from your Aviva policy as regular withdrawals. Under current tax rules, withdrawals of more than 5% per year of your original investment and any additional investments made may be subject to income tax. Also, withdrawals from a with-profits fund may be liable to a market value reduction;
- iii If you invest in multiple funds ongoing adviser charges will be deducted from your investment in these funds on a proportionate basis and we will continue on this basis even if you switch funds;
- iv Any ongoing adviser charges taken from a fund with a guarantee will reduce the amount of your guarantee;
- v You can't select an automatic end date for the payment of ongoing adviser charges. If you wish to stop the payment of ongoing adviser charges, you'll need to contact us - on **0800 968 859** or email bondsuk@aviva.com;
- vi Adviser charges must be a monetary amount, either as a fixed amount or calculated based on the initial premium. We cannot base payments on a percentage of the fund value.

Amount and frequency of ongoing adviser charges

You will pay ongoing adviser charges proportionately across all funds.

Please complete the ongoing adviser charge amount

- The amount you'd like each payment to be: £
- The frequency you'd like the payment in the box above to be made:

Monthly Quarterly Half yearly Annually

Date on which ongoing adviser charges are to be set up

Please note that the earliest date that units will be cancelled from your Aviva policy to meet the first ongoing adviser charge will be the 3rd day of the month after we have been in receipt of this agreement for at least 10 days.

If a single adviser charge is also being paid, the first ongoing adviser payment won't be taken until a minimum of one month after this single charge has been paid.

Start at the earliest date OR Date first ongoing adviser charge is to be taken

Applicant/trustee details and confirmation of payment

Each applicant/trustee must complete the section below.

1. First applicant/trustee

I instruct Aviva to pay the adviser charges on the basis set out in this agreement.

Full name(s)

Address

Post code

Email

Signature

Date

D	D	M	M	Y	Y	Y	Y
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2. Second applicant/trustee

I instruct Aviva to pay the adviser charges on the basis set out in this agreement.

Full name(s)

Address

Post code

Email

Signature

Date

D	D	M	M	Y	Y	Y	Y
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3. Third trustee

I instruct Aviva to pay the adviser charges on the basis set out in this agreement.

Full name(s)

Address

Post code

Signature

Date

D	D	M	M	Y	Y	Y	Y
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4. Fourth trustee

I instruct Aviva to pay out the adviser charges on the basis set out in the agreement.

Full name(s)	<input type="text"/>								
Address	<input type="text"/> <input type="text"/>								
Post code	<input type="text"/>								
Signature	<input type="text"/>								
Date	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

Privacy Notice

Aviva Life & Pensions UK Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our retirement and investments products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases. Where you are a member of an occupational or workplace pension scheme, or if you join a savings product through your employer, we may obtain information from, and share information with, the employer who set up your pension or savings product, the trustees of the pension and any third parties who are providing services to you or them.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: **The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR**. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better (e.g. what kind of content or products would be of most interest) and to predict the likelihood of certain events arising (e.g. to assess risk or the likelihood of fraud).

We may sometimes make decisions using automated decision making. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the 'Automated Decision Making' section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at contactus@aviva.com or by writing to us at: **Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD**. More information about this can be found in the 'Marketing' section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including service providers and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the 'Data Rights' section of our full privacy policy or by contacting us at dataprt@aviva.com

[NOTE: The section below is to capture marketing preferences. However, it should appear only where the instruction will be captured as part of the process of reviewing the completed document (e.g. application form). Basically, if this was in the previous version, it should be in the new one, and if it wasn't, keep it out.]

The Aviva group and its agents would like to contact you from time to time to provide you with updates and offers for Aviva's products and services tailored to you by direct marketing, by post, phone, email or text.

Tell us if you do not want to hear from us

How we keep you informed

You can tell us below if you would prefer not to hear about Aviva products, services, and promotions. You can always tell us if you change your mind.

- Post
- Email
- Telephone
- SMS/Text

1. Payment of an adviser charge

- 1.1 We will pay to your financial adviser the adviser charges in accordance with your instructions.
- 1.2 The amount of the single and/or ongoing adviser charges that you have agreed to pay your financial adviser is a matter between you and your financial adviser. We don't assess the suitability or amount of the adviser charges you have agreed to pay.
- 1.3 When we pay an adviser charge to your financial adviser, this is a payment we're making at your request and on your behalf. The adviser charge isn't a payment for any services provided by your financial adviser to us.
- 1.4 The payment of an adviser charge is separate from any charges that you may be required to pay Aviva in respect of your Aviva policy. Full details of your Aviva charges are given in your illustration.
- 1.5 We will deduct adviser charges by cancelling units from your Aviva policy. The order of priority for the cancellation of units to pay charges from your Aviva policy will be any product and investment charges due to be paid under your plan to Aviva, followed by any adviser charges. We will calculate and deduct units on or around the 3rd day of each month. Units will be cancelled to pay adviser charges on a last in first out basis.
- 1.6 We will act in accordance with your instructions in respect of the payment of adviser charges but we will accept instructions from your financial adviser if they are asking to reduce or stop paying any adviser charges. We will not extend or increase adviser charges without your written instruction.
- 1.7 Adviser charges will be paid to the order of your financial adviser and once due, payment will be credited to your financial adviser on such dates as agreed between Aviva and your financial adviser.
- 1.8 If after reasonable efforts on our part, we have been unable to make payments of any adviser charges to your financial adviser, we will stop deducting adviser charges and notify you of our action. Adviser charges already deducted but unpaid to your financial adviser will be invested back into your Aviva policy.
- 1.9 Except in the case of cancellation or death, if we've paid an adviser charge to your financial adviser, we will not usually be able to provide a refund. Any entitlement to a refund of an adviser charge is a matter to be addressed directly with your financial adviser.
- 1.10 We will not pay interest to you or your financial adviser for the non payment or late payment or on a refund of an adviser charge.

2. Stopping or varying your adviser charge

- 2.1 Once we've received your instruction to pay a single adviser charge, we may not be able to stop such payment if you subsequently ask us to do so.
- 2.2 Provided you give us at least one month's notice, you can ask us to stop any further payment of any ongoing adviser charges. You don't need to provide us with a reason for your decision.
- 2.3 If you wish to vary the basis or amount of the ongoing adviser charges you wish to pay to your financial adviser or you wish to pay adviser charges to a new financial adviser, you will have to cancel this agreement and enter into a new adviser charge agreement.

3. Aviva's rights to stop payment of any adviser charges

- 3.1 In exceptional circumstances, we may stop the payment of all or part of an adviser charge and we will endeavour to notify you as soon as possible of the action we have taken. These circumstances include the following;
 - (a) If we no longer have a business relationship with your financial adviser; or
 - (b) If we reasonably believe that the payment of the adviser charge would be in breach of any relevant laws or regulations; or
 - (c) If, in the case of a single adviser charge, we reasonably believe that your financial adviser was not exempt from authorisation under the Financial Services and Markets Act 2000 or appropriately authorised by the Financial Conduct Authority or any replacement regulator at the time of providing you with advice or services in relation to your Aviva policy; or

(d) If, in the case of an ongoing adviser charge, we reasonably believe that your financial adviser is no longer appropriately authorised by the Financial Conduct Authority or exempt from authorisation under the Financial Services and Markets Act 2000 or any replacement regulator to provide you with ongoing advice or services; or

(e) If your financial adviser ceases to trade;

Adviser charges that have already been deducted but not yet paid will be invested back into your Aviva policy.

3.2 If there is insufficient value in your Aviva policy to pay an adviser charge in full, we will not pay such adviser charge.

4. Change in financial adviser

4.1 You should let us know as soon as possible if you change your financial adviser. In such circumstances, we will stop paying ongoing adviser charges unless you advise us otherwise. If 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 are transferring their business to another authorised firm who will take responsibility for providing you with ongoing advice and/or service, adviser charges will continue to be paid to your financial adviser until we complete the administration to switch the payment of future adviser charges to the new firm. You need not take any action unless you want to stop any adviser charges being paid 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 Aviva policy. Entering into this agreement is your consent to allow us to do so.

5. Cancelling this agreement

5.1 You can cancel this agreement on one month's notice to us at any time. You don't have to give us any reason why you are cancelling 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 or if, in accordance with this agreement, the adviser charges are varied or stopped.

6.2 We will also provide you with details of all adviser charges paid during the previous twelve months in your annual statement.

6.3 If your financial adviser instructs us to reduce or stop the adviser charges payable, we will notify you accordingly.

6.4 We ask you to check the information that we provide and bring it to our attention if you believe there are any errors.

6.5 We may separately from time to time get in touch to ensure that the payment terms still accurately reflect of the advice and services being provided to you by your financial adviser.

7. Notifying your financial adviser

7.1 Your financial adviser will receive a statement setting out the adviser charges credited to them.

7.2 We will also notify your financial adviser if you instruct us to vary or stop the payment of any adviser charges.

8. Outstanding responsibility

- 8.1 **If, subject to the terms of this agreement, an adviser charge is stopped, unpaid or is re-credited to your Aviva policy, you may remain liable to reimburse your financial adviser. You should check the terms of your arrangement with your financial adviser.**

9. Miscellaneous

- 9.1 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. You and we may amend or cancel this agreement without reference to, or the consent of, any other person.
- 9.2 We reserve the right to amend/change the date on which, and method by which, units are cancelled to pay the ongoing adviser charge. If we do this we will notify you in writing.
- 9.3 This agreement is to be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute arising from this agreement.
- 9.4 We may change the date on which, and method by which, units are cancelled to pay the adviser charges for any of the following reasons:
- To respond, in a proportionate manner, to changes in the way we administer investments/products: and/or
 - To respond, in a proportionate manner, to changes in technology or general practice in the Life, Pensions and Investments industry; and/or
 - 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 this Adviser Charge Agreement 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 about 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.

Get in touch

If you have any questions, you can:

-  Call us on **0800 968 859**
-  Email us at contactus@aviva.com
-  Write to us at **Aviva, PO Box 520,
Norwich, NR1 3WG**
-  aviva.co.uk

Need this in a different format?

Please get in touch if you require this form (IN06055) in large print, braille, as an audio or in a different colour.



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