

Adviser Charge Agreement – Aviva bonds



Note to advisers: Before completing this form, please contact your Aviva consultant or call us on 08000 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 uncertain about the nature of this agreement 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 lpbcctk@aviva.co.uk

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 retain copies of both this Adviser Charge Agreement and your illustration showing the effect on ongoing 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 into Select Investment (Bond) may therefore be subject to income tax.**

DETAILS OF YOUR FINANCIAL ADVISER

If the below is not currently my/our financial adviser, I/we agree for the below firm to be appointed as our servicing agent and to receive bond information. If there is an existing servicing agent appointed, they will be removed and replaced.

Full name of firm	<input type="text"/>
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"/>
Telephone number	<input type="text"/>
Email address	<input type="text"/>

AVIVA BOND

Policy number	<input type="text"/>
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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 If you choose to pay the single adviser charge from a fund with a guarantee, it will reduce the amount of your guarantee as units will be deducted from that fund to meet the charge.

Single adviser charge amount

You can pay proportionately across all funds or choose to pay from selected funds.

Note, the charge can't be taken from the With-Profit Income Fund, Managed High Income Funds and Distribution Funds unless you have chosen not to take distributions as an income from these funds.

(a) For payment proportionately across all funds, please complete the single adviser charge amount

Monetary amount:

(b) For payment from selected funds, please specify the amount you would like us to pay from your selected funds

Fund Name	Amount to be withdrawn from each fund									
1	£									
2	£									
3	£									
4	£									
5	£									
6	£									
7	£									
8	£									
9	£									
10	£									
Total	£									

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 into Select Investment (Bond) may be a 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 and choose to have ongoing adviser charges deducted from your investment in these funds on a proportionate basis, we will continue on this basis even if you switch funds;
- iv If you choose to pay ongoing adviser charges from selected funds only, you may need to review this in the future, particularly if you make fund changes;
- v If you choose to pay ongoing adviser charges from a fund with a guarantee, it will reduce the amount of your guarantee as units will be deducted from that fund to meet such charges;
- vi 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;
- vii 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.
- viii If you pay an additional investment into your bond, any existing agreement to pay ongoing adviser charges will remain in effect unless we receive a revised adviser charge agreement from you. This means that where you pay an additional investment and do not complete a new adviser charge agreement, the value of ongoing adviser charge deductions under an existing agreement will remain the same.

Amount and frequency of ongoing adviser charges

You can pay proportionately across all funds or you can choose to pay from selected funds.

Note, an ongoing charge can't be taken from the With-Profit Income Fund, With-Profit Inflation Protection Guarantee Fund, Managed High Income Funds and Distribution Funds unless you have chosen not to take distributions as an income from these funds.

(a) For payment 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

(b) For payment from selected funds, please complete the following:

- The amount you'd like us to pay from each selected fund;

Fund name	Amount to be withdrawn from each fund									
1	£									
2	£									
3	£									
4	£									
5	£									
6	£									
7	£									
8	£									
9	£									
10	£									
Total	£									

- The frequency you'd like the payments specified in the table 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

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

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

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

Address

Post code

Signature

Date

D	D	M	M	Y	Y	Y	Y
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Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at aviva.co.uk/privacypolicy or request a copy by writing to us at:

Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

The data controller(s) responsible for this personal information is Aviva Life & Pensions UK Ltd as the provider of your policy.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- To provide you with your policy: we need this to administer your policy;
- To support legitimate interests that we have as a business:
 - We need this to detect and prevent fraud
 - We also use personal information about you to help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers, which includes marketing products and services to you
- To meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims; and
- To carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

The personal information we collect and use will include name, address, date of birth and financial information. We may also need to ask for details relating to your health. We recognise that information about health is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application.

Other third parties may also provide information and this can include information already held about you within the Aviva group, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

How we share your personal information with others

We may share your personal information:

- With the Aviva group, our agents and third parties who provide services to us, to help us administer our products and services;
- With regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation;
- With other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you, or tell us to stop marketing to you, you can do so in the following ways:

Update in MyAviva

By phone: 01603 622200

By email: contactus@aviva.com

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full privacy policy at aviva.co.uk/privacypolicy

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your policy and deal with queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information where this use is based on our legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection Officer by writing to them at Data Protection Officer, Aviva, Level 4, Pitheavlis, Perth, PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

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, e-mail 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 right's 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. Value added tax (VAT)

- 9.1 We expect that most adviser charges relating to Aviva products will not be subject to VAT. However, certain services provided to you by your financial adviser, including those paid for by an adviser charge relating to an Aviva product, may not be exempt from VAT. We will treat your adviser charge as including VAT where it is applicable at the rate prevailing at the time of payment of such adviser charge. You should discuss this with your financial adviser who will be responsible for accounting for VAT where applicable.

10. Miscellaneous

- 10.1 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.
- 10.2 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.

| Retirement | Investments | Insurance | Health |

Aviva Life & Pensions UK Limited. Registered in England No 3253947. Aviva, Wellington Row, York, YO90 1WR.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and
the Prudential Regulation Authority. Firm Reference Number 185896.
Member of the Association of British Insurers.

[aviva.co.uk](https://www.aviva.co.uk)

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