

About Aviva Simple Wealth (terms, service costs & privacy)

1. Welcome to “Aviva Simple Wealth” (“the Service”)

These terms of use (the “Terms”) set out the basis upon which Aviva Administration Limited, (“Aviva”, “us” or “we”), agrees to provide the Service to the customer (“you” or “your”).

2. What the Service aims to do

Aviva Simple Wealth asks you questions on your attitude to risk, and, if suitable, provides you with a digital personal advice recommendation on which investment fund within the Aviva Stocks & Shares ISA would meet your investment aims.

There is no obligation to invest in an Aviva Stocks & Shares ISA after using the Service.

3. Which advice will we provide you with?

Independent advice – We will advise and make a personal recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

Restricted advice – We will advise and make a recommendation for you after we have assessed your needs, but only offer advice on limited types of Aviva products. Aviva Simple Wealth is restricted to customers who require advice and a personal recommendation related to Stocks and Shares ISAs and a limited range of investment funds.

No advice – You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. Important information before you use the Service

These Terms are between you and us, please read them carefully. By clicking to accept the Terms and continuing to use this Service you agree to be bound by these Terms. If you do not accept these Terms, you cannot use this Service.

To use the Service, you must be 18 years or over.

The law of England shall apply to this Agreement and any disputes which arise out of or in connection with it.

We’re granting you the non-exclusive right to use the Service in accordance with these Terms. You can’t transfer this right to anyone else. We remain the owner of the Service at all times and retain all the rights that we don’t expressly grant to you here.

The Service is for your personal use only and it must not be used in any way for commercial purposes including for any form of re-sale or re-utilisation.

At all times, throughout the Service, it’s your responsibility to provide complete and accurate information.

We may change, replace, suspend or withdraw any element of the Service at any time.

Our duty under these Terms is to provide regulated financial advice on specified products.

The value of your investments are not guaranteed and may fall as well as rise.

We’ll collect and use personal information about you when you use the Service. Please see our Privacy Notice (below) for more information, including about your privacy rights.

If anything is unclear to you about these Terms or you want to discuss the Service, please contact us using the details in the ‘Contact us’ section, below

5. What is the cost for using the Service?

If you decide to receive a personal recommendation, you’ll pay Aviva a one-off fee for our advice services, we’ll let you know how much this is before you proceed with taking any advice. If you decide not to proceed with the recommendation, you’ll still have to pay for the advice given.

You can pay your advice charge using a debit card. We don’t offer the option to pay by credit card or in instalments.

Your advice charge is payable upfront and can’t be deducted from your investment product.

6. Who regulates us?

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. This document provides information required by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

The ICO or Information Commissioner’s Office governs the use of personal data in the UK. For details about how we use your personal data, please see our Privacy Notice (below).

7. What is included in the service?

To understand whether Aviva Simple Wealth is suitable for you, we'll collect some information on your personal and financial circumstances including your investment preferences, and willingness to take risk. If we identify that the service isn't right for you and can't advise you for any reason, we'll let you know.

If we identify that the service could be beneficial, based on your answers, we'll develop a personal recommendation for you (your suitability report) which will be in the form of a written report and will contain:

- Information you've provided.
- Your investment goals.
- An explanation of why we consider the recommendation to be appropriate to your circumstances.

The personal recommendation contained within your suitability report will be valid for 28 days from the date of issue. If you'd like to invest using Aviva Simple Wealth after this time you will need to complete the assessment again and pay for a new personal recommendation.

You'll also receive a Key Features document, Key Investor Information Document and product terms and conditions for the recommended product. These contain important information about the product and any charges that are payable.

You will have the option to book a follow up call with one of our Aviva Money Coaches to walk through your suitability report and answer any questions you may have. Our Aviva Money Coaches can provide guidance, meaning they can help you to understand how your recommendation has been arrived at and what your options are. They do not provide financial advice and will not be able to change the recommendation that has been given.

There's no obligation to proceed with the recommendation. If you do decide to proceed, you'll need to use our online investment platform to set up and manage your product.

Aviva Simple Wealth is restricted to a limited range of Aviva products and investments. We won't assess your full financial situation or take into consideration any existing financial products you have.

The advice provided is on a one-off basis and we won't provide any ongoing advice on the product you choose or monitor the performance of your investments. You'll need to regularly review your investments to ensure they are still right for you based on your circumstances.

8. Tax

Aviva Simple Wealth won't provide independent tax advice. We recommend you seek specialist advice if you require it.

9. What to do if you have a complaint

If you wish to make a complaint, you can get in touch using the contact details in section 16. We aim to resolve your complaint quickly. If we can resolve your complaint within three working days following the day we receive it, we will write and confirm this to you, along with your rights to refer your complaint to the Financial Ombudsman Service (FOS).

If your complaint is not resolved within three working days of receiving your complaint:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the FOS to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting the FOS will not affect your legal rights. You can contact them on **0800 023 4567** or visit their website at **financial-ombudsman.org.uk**, where you will find further information.

10. Compensation

The Financial Services Compensation Scheme ('FSCS') provides protection for consumers if an authorised firm becomes insolvent and is unable to meet its obligations. You may be entitled to claim compensation from the FSCS if Aviva Administration Limited can't meet its obligations. Whether you can make a claim depends on the type of products you hold and the circumstances of the claim. For example, if Aviva Administration Limited were to fail and you had a claim relating to the financial advice received from us then you may be able to claim up to £85,000.

Information on compensation arrangements can be found on the FSCS website. Please visit **fscs.org.uk** or call **0800 678 1100** or **0207 741 4100**.

11. About Us

Aviva Simple Wealth provides regulated financial advice services on behalf of Aviva Administration Limited. Aviva Administration Limited is a wholly owned subsidiary of Aviva Life Services UK Ltd. Its ultimate parent company is Aviva plc.

Aviva Administration Limited, Wellington Row, York, YO90 1WR is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 185746. Our permitted business is arranging and providing advice in relation to Pensions, Investments, Mortgage Contracts and Insurance.

The Aviva Stocks & Shares ISA is provided by Aviva Wrap UK Limited.

You can check this on the Financial Services Register by visiting the FCAs website: **<https://register.fca.org.uk/>**

12. Remuneration

All Aviva employees receive a basic salary and may receive an annual bonus based on the overall performance of the Aviva Group. The quality of service provided by our Aviva employees may influence the bonus received by them. No commission or any other forms of payment is received by our Aviva employees.

13. Client classification

The Financial Conduct Authority has defined three categories of customer. You've been classed as a retail client, which means that you'll be provided with the highest level of protection provided by the Financial Conduct Authority rules and guidance.

14. Conflicts of interest

There may be times when Aviva plc group companies or our appointed officers have some form of interest in the business being transacted. If this happens or we become aware that our interests, or those of our officers, conflict with your interests, we'll take all appropriate steps to manage that conflict of interest. We'll do this in a way that treats all customers fairly and in line 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 a product or taking any investment action in relation to it.

15. Order Execution Policy

We'll always follow our 'best execution practices'. Further details on our order execution policy are available on request.

16. Contact us

If you'd like more information, please contact us:

Write to
Aviva
PO Box 520
Norwich
NR1 3WG

Tel: **0800 285 1088**

Email: **myinvestmentportfolio@aviva.com**

Privacy Notice

Introduction

This Aviva Simple Wealth Privacy Notice applies to users ("you") who access and use Aviva Simple Wealth. It explains what Personal Information we collect about you when you use Aviva Simple Wealth and how we use your Personal Information.

This Privacy Notice supplements our Investments Privacy Policy and should be read in conjunction with that document.

This Privacy Notice is issued on behalf of the Aviva group companies within the United Kingdom. When we refer to "Aviva", "we", "us" or "our", we mean the relevant company in the Aviva group that processes your Personal Information. Aviva Administration Limited is the main company responsible for your Personal Information (known as a "controller").

If you provide us with Personal Information about someone else, we'll assume that you have their permission, where required. We'll process Personal Information about such individuals according to

this Privacy Notice so it may be helpful to show them this Privacy Notice and, if they have any concerns, please contact us using the details set out in the How to contact us section on page 4.

Personal Information we collect

Personal Information means any information relating to you or another living individual who is identifiable by us. The Personal Information we collect directly from you when you use Aviva Simple Wealth will include information about your investment goals, your financial situation and your investment style and payment information.

We also use Personal Information we already hold within the Aviva group about you, including your name, date of birth, contact details and information about your existing Aviva products. We may also obtain Personal Information from publicly available records and industry databases, including fraud prevention agencies and databases.

We will infer information from your Personal Information, including your attitude to risk. We may also infer fraud and sanctions-related data, including as a result of carrying out checks of publicly available sources and investigations. We may infer information about characteristics of vulnerability from information you provide to us, for example during conversations with an Aviva Money Coach, relating to your health, life events, resilience and capability that can help us identify if there are additional support requirements in order that we can better meet your needs.

How we use your Personal Information

We'll use your Personal Information to provide you with personalised digital financial advice, including processing your payment. If you decide to speak with an Aviva Money Coach, they will use your Personal Information to provide guidance about your situation and options. Our legal basis for using your Personal Information in these ways is performance of our contract with you.

We'll use your Personal Information to carry out fraud, sanctions and anti-money laundering checks to comply with Aviva's legal obligations.

We may also use your Personal Information to conduct analysis and user research, including to ensure Aviva Simple Wealth is functioning correctly and to help us improve and develop our products and services. Our legal basis for using your Personal Information for these purposes is Aviva's legitimate interests.

For further information about what these legal bases mean, please see our **Investments Privacy Policy**.

Automated decision making

We use automated processes to make decisions. These processes use information provided by you, including your responses to a risk profile questionnaire, to understand your attitude to risk. We then make automated recommendations about the most suitable investment decisions for you.

When you use the Aviva Simple Wealth, you have the option to speak with an Aviva Money Coach who can review and explain the financial advice you have received. Whenever we make an automated decision using Personal Information which has the potential to have a significant effect on you, you have certain rights in relation to that decision. In particular, you have the right to

receive meaningful information about the logic involved in making the decision, the right to human intervention and the right to obtain an explanation of the decision and challenge it. For more information about these rights and how to exercise them, please see the section on Data Rights in our **Investments Privacy Policy**.

Who your Personal Information is shared with

We will share your Personal Information with service providers who are necessary to operate Aviva Simple Wealth. We may also share your Personal Information with Aviva group companies and other third parties, including law enforcement bodies.

Some of the organisations we share information with may be located outside the United Kingdom. For further information on international data transfers, please see the section on International Data Transfers in our **Investments Privacy Policy**.

Your data rights

You have legal rights under data protection laws in relation to your Personal Information, including in relation to automated decisions made using your Personal Information. For more information, see the section on Data Rights in our **Investments Privacy Policy**.

How to contact us

If you have any questions about this Privacy Notice or how to exercise your rights, please contact our Data Protection Officer:

Write to:

**The Data Protection Team,
Aviva,
Pitheavlis,
Perth PH2 0NH**

Email us: **DATA~~P~~R~~T~~@aviva.com**

If you'd like to submit a subject access request, please fill out this form **here** or write to us at the above address.

If you're unhappy with the way we're handling your Personal Information, you have a right to make a complaint with your local data protection supervisory authority at any time. In the UK this is the Information Commissioner's Office (ICO) (<https://ico.org.uk>). We ask that you please attempt to resolve any issues with us before contacting the ICO.

Need this in a different format?

Please get in touch if you'd prefer this leaflet (**RD06084**) in large print, braille, or as audio.

How to contact us?

 0800 285 1088

 myinvestmentportfolio@aviva.com

 aviva.co.uk

