

Your Pension

Your **policy**

Your policy

This policy is a legal document. Please keep it in a safe place or give it to a solicitor or bank manager for safe keeping.

It is also wise to tell a relative or friend where you keep this policy.

General terms

Your Pension @ Aviva Stakeholder Pension Plan Plan conditions

General conditions

Scheme registration and set up This policy, issued by Aviva Life & Pensions UK Limited, confirms your contract with us. It is subject to the rules of the Aviva Stakeholder Pension Scheme.

The Aviva Stakeholder Pension Scheme (the scheme) is a registered pension scheme under Part 4 of the Finance Act 2004.

The scheme was established by deed poll on 1 October 2000. The rules of the scheme form part of that deed poll. Please contact us for a copy of the deed poll and the rules. If there is any inconsistency between the rules and this policy, the rules will override the policy.

Law, currency and place of payment

Aviva and you have a free choice about the law that can apply to a contract. AVIVA proposes to choose the laws of England and, by entering into this contract, you agree that the laws of England apply. All payments to us, or by us, will be in the United Kingdom, in the currency of the United Kingdom.

No third party rights

This policy does not confer any rights on any person or body other than the parties to the contract. No other person or body shall have any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms under this policy. The parties may amend or rescind this policy without reference to, or the consent of any other person or body.

Policy changes

We may change the terms of this policy for any of the following reasons:

- to respond, in a proportionate manner, to changes in the way we administer policies of this type;
- to respond, in a proportionate manner, to changes in technology or general practice in the life and pensions 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 variation of these conditions is to your advantage or is 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 30 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.

Retail Prices Index

The Retail Prices Index (RPI) means the index published by the Office for National Statistics, or any other similar index we choose.

Conditions relating to contributions

Contributions made to the policy

We accept regular contributions and single contributions (including transfer payments). We will only accept member contributions that qualify for tax relief.

Maximum or minimum levels for such contributions will apply and we may change these from time to time (details available on request).

We may refuse or restrict the level of contributions to comply with changes in taxation, the law or interpretation of the law.

If we restrict contributions, we will tell you at least 30 days before this affects you, unless it is not possible for us to do this, in which case we will give you as much notice as we can.

The initial regular contribution and/or single contribution payable under the policy is shown in the policy schedule and is due on the commencement date.

Further regular contributions are payable on the same day in each subsequent month or year as specified in the policy schedule until the corresponding day before your retirement date or, if earlier, your death.

If you don't start this policy with regular contributions, then you may start regular contributions at any anniversary of the start date or at another time if we permit.

Additional single contributions and transfer payments may be paid at any time.

Regular contributions can be increased or reduced. Any change can only start from the next date a contribution is due.

Acceptance of all contributions is subject to our minimum payment requirements and the means of payment we will accept at the time the contribution is made. However, we will not ask you to increase regular contributions if their level has already been agreed by us.

Totally variable regular contributions (this option may not be available on your policy)

If you pay totally variable contributions, the level of earnings on which your contributions are based, and therefore the amount paid, may change at any time. Your changed contribution will start from the next date a contribution is due.

Your employer will tell us your earnings and the percentage applying at the start of the policy. If your employer has not told us of any future changes to your earnings by the next date a contribution is due, or a change to the percentage which applies at the next review date, we will assume that these are unchanged.

Salary based regular contributions (this option may not be available on your policy)

If we calculate your contributions as a percentage of your earnings, the amount you pay will change each year on the annual review date in line with your earnings.

Your employer will tell us your earnings and the percentage which applies at the start of the policy. If your employer has not told us of any future change by each review date, we will assume that the amount paid is unchanged.

Indexation (this option may not be available on your policy)

If you have chosen the indexation option, the contributions from you and/or your employer will increase on the policy anniversary each year. The increase will be linked to changes in the Average Weekly Earnings Index (subject to a minimum of 3% and a maximum of 15%).

The new level of contributions will be the higher of:

- a. 3% more than the existing level; and
- b. the amount that results if the level of contribution just before that policy anniversary is multiplied by the index over the last 12 months, ending on the last day of the sixth month before that policy anniversary, or any other period of twelve months we agree with you.

The Average Weekly Earnings Index means the index published by the Office of National Statistics, or any other similar index we choose.

We will stop automatic increases to your contributions if:

- you stop paying contributions or
- you tell us to stop the automatic increases.

Stopping regular contributions Regular contributions can stop at any time.

If you do not tell us when to restart contributions or if the date you tell us is not within 12 months of the last contribution made, we will not expect any further contributions to be made.

If you tell us a date when contributions will restart and this date is within 12 months of the last contribution made, this will be a contribution break. Provided contributions do restart within 12 months, we will collect future contributions at the same level as before unless you tell us otherwise.

Any relevant charges will still be payable even if contributions stop.

Contributions may restart but they will be subject to our reasonable conditions at that time. We will tell you what these conditions are.

Transfer payments

This policy may accept transfer payments from the sources set out in the rules. These may be subject to restrictions required by the appropriate government authority.

We will confirm the transfer amount we receive to you and tell you how we have dealt with it.

Investments

Investing contributions

The investment content of each contribution is:

- allocated according to the instructions we currently hold into the appropriate arrangement(s), and
- used to buy units at the unit price in your chosen funds.

The allocation takes place using the unit price that we:

- next make available depending on the time the request (together with our reasonable requirements) is received by us. However, we reserve the right to use a later unit price if the use of the unit price we next make available would allow you to use already known market data to your benefit, or
- next make available on the date that contribution was due, if later.

The investment content is split equally between the arrangements in place at that time.

Funds used for this policy

You can choose from a group of investment-linked funds and our Stakeholder With-Profit Fund. There may be a limit to the funds available to you and how many you can invest in at any one time. There may be a minimum and maximum number of units that you can hold in any fund at one time.

The assets and units of all funds belong to us at all times. We use them to work out the benefits to be provided by this policy.

Fund closure

We reserve the right at any time to close any funds provided we believe it is reasonable to do so and it is for one of the following reasons:

- The fund becomes too small or too large to be managed effectively;
- Assets to match the fund's aims or strategy are not available (including but not limited to where the fund is linked to an external fund the closure of that external fund);
- The costs of managing the fund become prohibitively expensive (including but not limited to the charges imposed by an external fund manager);
- There are significant changes outside of our control (for example in financial markets or the economy) or there are legislative or regulatory changes which mean that the fund is no longer able to operate in accordance with its stated aims;
- The fund has under performed over a significant time period;
- Where the fund is linked to an external fund we have reasonable doubts as to the governance of that external fund (including treating customers fairly considerations)

If a fund is closed, We would cease to accept future contributions into the closing fund(s) and would have the right to replace units in that fund (the 'Closing Fund') already allocated to the Policy with units of another fund(s).

We will where practicable give you not less than 30 days previous written notice of our intention to make such replacement(s).

You may notify us before the expiry date of such notice period, of the units of which fund(s) you wish to replace for the units of the Closing Fund(s), but we reserve the right not to replace the units with units of the With Profit Fund.

If you do not give such notification, we will replace the units of the Closing Fund(s) with units of the Managed Fund (or by whatever name then called) or, if the Managed Fund no longer exists, of such fund(s) as we reasonably consider to have investment objectives and risk most nearly matching those of the Closing Fund.

Default investment fund

Stakeholder legislation requires that if you haven't specified which investment fund or funds you want us to invest your contributions in, we will invest them in the scheme's default investment fund. This fund may change as a result of the investment advice that we have received or the effect of legislation. In the absence of any investment decisions by you, we may redirect or otherwise alter the investments held under this policy in line with this investment advice and any relevant legislation.

Phased Switching

If we invest your contributions in the scheme's default investment fund, we will automatically apply this strategy to your investment unless you tell us not to. In any other case, we will only apply it if you ask us to do so. We will contact you five years before your retirement date to confirm that you want to carry on with it.

Phased switching is an investment approach that automatically switches your investment(s) as you get closer to your chosen retirement age. Switching will start 5 years before your chosen retirement age. Future payments will not be automatically redirected when phased switching starts.

This option can apply if there are more than five years to your retirement date.

If you tell us to, we'll stop switching units under this option. You can also change or cancel Phased Switching before we've started to switch units.

There is no charge for this service.

When we may change an investment approach

We may change or remove any investment approach for any of the reasons set out below. This may mean a change to the:

- funds within the investment approach
- mix of funds within the investment approach
- length of the investment approach
- name of the investment approach

- risk profile of the investment approach
- charges that apply in the investment approach

Some of these changes mentioned above may mean the charge and/or risk ratings change. They could go up or down to reflect the charges and/or risk ratings of the new funds and their relative proportions. If any or all the above changes happen, we will make information available about the change. However, we won't write to you before any or all the changes or ask your permission to make any or all the changes. After we make any or all the above changes to the investment approach, we'll tell you about the change as soon as practically possible. This could be up to a year after we make the change.

We reserve the right to make any or all the changes listed in the above bullet points to investment approaches when there are:

- changes in applicable law, regulation (including guidance issued by an appropriate regulator) industry codes of practice or generally accepted industry practice which affect your investment approach
- changes in how the London Stock Exchange or other relevant investment or regulated markets may work which may impact on the operation of your investment approach
- changes in investment/share dealing administration or other infrastructure facilities, systems or means of communication which impact on the provision and operation of your investment approach
- changes to services relating to your plan supplied to us by third parties which are outside of our control which need additional expenditure by us
- changes in circumstances or the happening of any event which means the investment approach operates in a way which is unfair to you or our other policyholders
- changes resulting from the introduction of new systems, services, and changes in technology
- changes in circumstances or the happening of any event which makes it impossible, impracticable, or economically unviable for us not to make a change to the investment approach. We will only do this so long as any such change is not unfair to you or our other policyholders
- changes needed to amend an error where it is reasonable to do so
- changes required for appropriate governance reasons to implement legislation or regulatory changes or best practice.

And the change or changes are in our opinion reasonably required.

You can change your investment instructions at any time.

Investment-linked funds (restrictions may apply as to the availability of these funds)

We may need to restrict your access to certain funds that we otherwise offer if investing in these funds could lead to the legislation governing Stakeholder schemes being contravened. An example of this is the rules around the maximum permitted charge for Stakeholder products.

Changing investment funds

Throughout the term of this policy, you can change the investment funds in which your contributions are invested and tell us to redirect future contributions into new funds.

By writing to us, you can request that different types of contributions are invested in different funds. Your choice may be limited. We will apply any request you make to switch between funds equally to all arrangements of the same contribution type.

Once we have received your request, we switch units by cancelling enough existing units to raise the cash value you requested. We use the cash to buy units at the selling price in the other fund(s) you have chosen.

There is no charge for changing the investment funds in which your contributions are invested.

We reserve the right to:-

- refuse or delay requests for the switching of units, or
- limit the number of switches of units, or
- impose charges for switching of units,

where we have reasonable grounds to suspect that such switching arises from a policyholder engaging in:

- activities aiming to take unfair advantage of market timing opportunities; or
- a pattern of short-term or excessive switching; or
- switching patterns likely, in our reasonable opinion, to be disruptive to the unit pricing of the affected funds.

In exercising our discretion, we will take into account your switching history in a particular fund or across all funds, aggregate value of holdings of units in funds and/or whether you are also a trustee of the policy.

Charges

General

We will restrict deductions to ensure that the overall charges applying to this policy will be no more than the maximum permitted by the law.

We may vary the charges under this policy 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;
- where there are changes in the costs of fund management, or
- to respond, in a proportionate manner, to changes in the costs which we reasonably incur in carrying out the administration of this policy.

We will write to inform you if the actual charges relating to your policy change at least 30 days before they have any effect on you.

Allocation

The allocation rate(s) that applies to your initial contribution(s) is shown on documents which form part of or attach to this policy.

We apply allocation rates to contributions to determine their investment content.

If you increase your regular contributions or make additional single contributions, they could be subject to different allocation rates. We will tell you the allocation rate that applies when you make your changed contribution.

Annual fund charge

We make the annual fund charge on the same day each month as the commencement date. We apply it across all investment funds in which units have been allocated according to the rate applying to that fund.

We cancel units to meet the charge.

You can see the annual fund charge for each of the investment funds in the appendix to this policy. The overall level of charge may depend on the funds you have selected and the relative size of these funds.

Other charges

If we repay some of the contributions in accordance with the rules of this policy we may make a reasonable charge to cover our additional costs.

If we agree to provide you with a service which is not within the range of services normally involved in running this policy we may make a charge. We will tell you how much this will be and how you can pay it.

Cancelling units

Cash value

The cash value is the amount raised when we cancel units. We may adjust the cash value to make sure that the amount we charge in the final month reflects the number of days you were invested during that month.

We will calculate your final bonus (if any) when we cancel units in the With-Profit Fund. We may also apply a market value reduction. We produce a number of booklets and leaflets with more details about the With-Profit Fund and how it works. Please contact us or ask your financial adviser for copies.

Cancellation of units

When we cancel units, we use the next available unit price:

1. at the time we receive your request, but we reserve the right to use a later unit price if the use of the next available unit price would allow you to use already known market data to your benefit; or
2. on the day you specify if this day is later than the day above; or
3. on the day on which a cancellation is necessary under the terms of this policy or the rules.

We can delay the cancellation of units in any investment fund for up to one month. Where a fund invests directly or indirectly in land or buildings we may delay it for a further five months. Cancellation of units in a fund may be delayed where we consider it reasonable to do so having regard to all the relevant circumstances. We are only likely to consider it reasonable to do so where it is in the interests of the relevant investment or property funds, policyholders in general or individual policyholders or we are unable to readily realise investments in the investment or property fund. Examples of this may include where:

- (i) there is a stock market crash;
- (ii) there is a failure in infrastructure, such as the effect of a computer virus in the stock trading system;
- (iii) there is physical damage arising from events such as a terrorist attack, an explosion or flood;
- (iv) we reasonably consider there is no suitable market upon which to sell the asset(s) of a fund;
- (v) there is any interruption of a stock exchange which materially affects the pricing of the units; or
- (vi) the sale of the asset(s) of a fund would lead to potential unfairness of treatment between policyholders.

We will tell you if and why a delay is necessary.

If there is a delay, then the cancellation will take place using the unit price next available after the period of delay has ended.

We won't delay cancellation of units if a payment, other than a transfer payment before retirement, is due under the rules. We will use the last available unit price in these circumstances.

We will cancel units to pay for charges proportionately between all investment funds in which units have been allocated. We will cancel the units bought most recently in a fund first.

Retirement and death benefits and transfer payments

Date retirement benefits become payable

We are due to pay your retirement benefits on your retirement date. This is the date you reach your selected pension age. You must take your retirement benefits before you are 75.

You can change your retirement date.

You may be able to choose to take retirement benefits from separate arrangements at different times.

In order to ensure that we pay the correct amount of benefit to the correct person we will ask for certain information or documentation to be provided to us. This information or documentation may include a birth certificate, marriage certificate, bank account details and evidence that the person claiming any benefit under the policy is entitled to do so. We will let you know what evidence needs to be provided at the time it is required and will tell you where this information should be sent.

Arrangements

Your policy may be split into a number of separate arrangements.

Under current legislation, the benefits from each arrangement may be taken at different dates. This allows you extra flexibility when taking benefits from the policy.

Each arrangement is an individual part of your membership of the scheme. It is separate from all your other arrangements in the scheme.

The initial number of arrangements in this policy is shown on the policy schedule.

The number of arrangements may change if you:

- pay additional contributions, or
- take part of the benefits from your policy.

We will tell you if this happens.

The retirement benefits available

If you are alive on your retirement date and have met all our reasonable requirements, we will cancel units from each selected arrangement to get the cash value payable to you.

We will use the unit price available at your retirement date when we cancel the units.

If you have not met all our reasonable requirements by your retirement date, we will calculate the cash value payable using the unit price next available on:

- the day after all our reasonable requirements have been met, or
- the last day on which you can take benefits in line with the scheme rules, if earlier.

We will use the cash value to provide retirement benefits according to the rules.

At retirement, the rules that then apply may allow you to take part of the fund within each arrangement as a lump sum.

You can find the restrictions on how and when we pay the benefits in the rules.

The amount of death benefits payable

We will pay benefits if any arrangement still exists when you die before your retirement date. We will pay the amount raised by cancelling the units allocated to all remaining arrangements, using the unit price next available after we are told of your death. We will not make any payments until all our reasonable requirements have been met.

The rules may allow for the total cash value to be paid as a lump sum.

Instead of the lump sum payment, you may choose to use the cash value to buy a pension for your spouse, civil partner and/or dependants under the rules. You must tell us about this choice in writing before your death.

To whom we will pay lump sum death benefits

Where the policy has been written under a trust, we will pay any lump sums that are due to the trustees of the trust where we are satisfied that:

- no beneficial interest in a death benefit could be payable to your estate or your personal representatives and
- your estate or personal representatives were not the sole object of the trust when it was set up.

However, if we are not satisfied there is such a trust, we will pay the lump sum(s) at our discretion to, or for the benefit of, any one or more of:

- any person or persons, including trustees, whose names you have given us in writing
- your surviving spouse or surviving civil partner
- your children including adopted children
- your estate.

Transferring your funds

If the rules of the scheme allow it, you can transfer your rights to another scheme. We will cancel all the units from the agreed arrangements and transfer the cash value to the other scheme.

We may delay the cancellation of units.

We won't make any payment until all our reasonable requirements are met.

Please look at the section on cancellation of units for details of when units will be cancelled.

Braille, large font and audio material

You can order this document in braille, large font or audio.

Just call **0800 068 6800** or email **contactus@aviva.com** and tell us:

- the format you want
- your name and address
- the code of this document, SP01025 10/2021.

Our opening hours are Monday to Friday 8am to 6pm.

Calls may be monitored and will be recorded.