

# Select Investment Growth & Income Option



## Declaration for electronic business

### Note for advisers only:

Policy Number:

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The Policy Number appears at the end of the online application process.

You can either email this form and a copy illustration to [bondsuk@aviva.com](mailto:bondsuk@aviva.com) if the payment has been made electronically, or post it, with a cheque to: Aviva, PO Box 520, Norwich. NR1 3NG

If making an electronic payment, please send the payment to: Sort Code **40-02-50** Account number **01057081** Account Name Aviva Life & Pensions UK Limited Account Reference **Policy Number**

We cannot accept third party payments except funds which are coming from solicitor accounts i.e. trustee investments.

This declaration has been completed as part of my application for this product. I have been supplied with a Key Features Document, Illustration, Key Information Document and Underlying Investment Option Documents and have read the notes within the documents that relate to my application.

The terms and conditions and Key features are important so you should take the time to read them. If you didn't get the documents when you applied OR with this application, please ask us for a copy. If, after you've read the documents, there's anything you don't understand, you should ask for more information.

I understand that the terms and conditions will apply to my policy.

I agree to Aviva using the information supplied to administer my policy and acknowledge that it may be processed by any company within the Aviva group, by reinsurers, third parties who provide services to Aviva and, if applicable, my Financial Adviser. It may be transferred to any country, including those outside the European Economic Area, for any of these

purposes. Any information may be used for underwriting and claims handling purposes and disclosed in confidence to regulatory bodies and other insurance companies (directly or via a central register). Where applicable, information may be passed to the business partner which introduced me to Aviva or to my Financial Adviser (including third parties providing services to them).

I understand that you may undertake a search with third party companies who provide identity verification services for the purposes of verifying my identity and the details I have submitted as part of this application. To do so the third party companies may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. A record of the search will be retained.

I understand that when this declaration is complete, it will be posted to Aviva along with any other documents relevant to this application.

### TERMS OF THE CONTRACT

- I agree that the contract for the provision of this product will comprise the following documents:
  - this declaration
  - the key features, policy schedule and terms and conditions
  - the information exchanged through the application process
- I have supplied the information necessary to submit this application to Aviva. I understand that Aviva will prepare a record of this information, known as the policy document, and send a copy to the first applicant so that they can check its accuracy and completeness. They will have a period of 28 days from the date of

posting of that copy to check all of this information and advise Aviva of any errors or omissions, otherwise it will be deemed to be correct. The first applicant must notify Aviva if they do not receive the policy document within 10 days.

- Aviva will send the policy documents to the first applicant or the financial adviser when the policy is in force and the premium has been invested. On commencement of the policy the 30 day cancellation period commences.

Any person covered by this declaration may request confirmation of their own recorded details on request.

### ADVISER CHARGE AGREEMENT – AVIVA BOND (INITIAL AND ONGOING CHARGES)

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 are 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.

You should also retain a copy of this Adviser Charge Agreement and your illustration for your records.

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

- “Aviva”, “we”, “us” or “our” means Aviva Life & Pensions UK Limited;
- “Adviser Charge” means any Initial Adviser Charge and/or Ongoing Adviser Charges you have agreed to pay to your Financial Adviser who has provided or will provide you with advice and/or services in connection with your Aviva Policy;

- “Aviva Policy” means the Aviva bond identified below. This Agreement does not apply in relation to any other policies or investments that you may have with Aviva;
- “Financial Adviser” means the Firm identified below;
- “Investment” the amount of your Payment to Aviva which, after the deduction of any Initial Adviser Charge, will be invested in your Aviva Policy;
- “you” or “your” means each of the Applicants/Trustees below;
- “Payment to Aviva” means the amount you are sending to Aviva.

## DETAILS OF YOUR FINANCIAL ADVISER

Full name of Firm

Address

Aviva Account Number

Name of Individual Adviser

Telephone Number

Email address

## ADVISER CHARGES

**You can choose to pay an Initial Adviser Charge to your Financial Adviser in respect of advice or services provided to you by your Financial Adviser in setting up your Aviva Policy.**

**You can also add Ongoing Adviser Charges in respect of ongoing advice or services relating to your Aviva Policy provided by your Financial Adviser.**

### INITIAL ADVISER CHARGE

If you do not want us to pay an Initial Adviser Charge please tick here

If you want to pay an Initial Adviser Charge to your Financial Adviser please confirm the amount of the Initial Adviser Charge that you want to pay.

Amount of your Payment to Aviva

Amount of the Initial Adviser Charge to be deducted from your Payment to Aviva

We will deduct any Initial Adviser Charge from your Payment to Aviva prior to investment into your Aviva Policy.

## ONGOING ADVISER CHARGES

If you do not want us to pay Ongoing Adviser Charges please tick here

You can choose to pay Ongoing Adviser Charges to your Financial Adviser in respect of ongoing advice or service relating to your Aviva Policy.

Before you select how you wish to pay Ongoing Adviser Charges in the Table below, 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 annum of your original Investment may be subject to income tax.
- 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 cannot select an automatic end date for the payment of Ongoing Adviser Charges. If you wish to stop the payment of Ongoing Adviser Charges, you will need to write to tell us.

### 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 cannot be taken from the Aviva Distribution 2 Fund unless you have chosen not to take distributions as an income from this fund.*

**(a) For payment proportionately across all funds, please complete:**

The amount you would 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 payment in the box above to be made:

Monthly       Quarterly       Half Yearly       Annually

**DATE ON WHICH ONGOING ADVISER CHARGES ARE TO BE SET UP**

If you are applying for an Aviva Policy which we are going to set up for you, the earliest date that units will be deducted from your Aviva Policy to meet the first Ongoing Adviser Charge will be the 3rd day of the month after your Aviva Policy has been in force for 30 days.

Start at the earliest date  **OR** Date first Ongoing Adviser Charge is to be taken

## APPLICANT/TRUSTEE DETAILS AND CONFIRMATION OF PAYMENT

### Tax Residence Self-Certification

Each Applicant/Trustee needs to complete this section. If they don't we'll have to report their details and details of the policy to His Majesty's Revenue and Customs (HMRC).

If you have any questions about your tax residency status please talk to your financial adviser.

#### 1. First Applicant/Trustee

Your full name

Your date of birth

Permanent residence address

Postcode

Telephone no  
(Include STD code if landline)

Email address

1. Are you a resident for TAX PURPOSES anywhere other than the United Kingdom (UK)?  Yes  No

Notes

- (i) UK is England, Northern Ireland, Scotland and Wales.
- (ii) If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US so you must answer 'Yes'.

2. If you answered 'Yes' to question 1, please list below the country or countries you are resident in for tax purposes, along with any Tax Reference number(s)/Tax Identification Numbers(s) (TIN), if relevant.

Country/Countries of tax residency	Tax Identification Number/Reference Number/National Insurance Number or equivalent

If you don't have a Tax Identification Number or equivalent, please tell us why in the box below.

#### Declaration

- I confirm the information I have provided is correct.
- I agree to notify Aviva immediately if any of this information changes in the future.

Your signature

Date

#### 2. Second Applicant/Trustee

Your full name

Your date of birth

Permanent residence address

Postcode

Telephone no  
(Include STD code if landline)

Email address



## Important Information

The UK Government has and will be entering into a number of inter-governmental agreements to share tax information, where applicable, with the tax authorities in other territories. The requirement to collect information about each customer's tax residence is part of UK legislation and as a financial services company we are legally obliged to collect it. We are asking for your tax residency and Tax Identification Number (where applicable) and will record this on our records.

Your tax residence generally is the country in which you live for more than half a year. Special circumstances (such as studying abroad, working overseas, or extended travel) may cause you to be resident elsewhere or resident in more than one country at the same time (dual residency). The country/countries in which you pay income tax are likely to be your country/countries of tax residence.

If you are unsure about your tax residence in a territory you should speak to your financial adviser or visit the tax authority website for that territory.

If you are tax resident in a territory other than the UK then we will report the information listed below to His Majesty's Revenue & Customs (HMRC) and they may transfer that information to the government of that other territory in accordance with the relevant agreement.

The information is as follows:

- Your name, address, jurisdiction of tax residence, Tax Identification Number (TIN) and date of birth.
- Your account/policy number and that the account/policy is with Aviva.
- The balance or value of your account/policy at the end of the year or at the date it was closed.
- The gross amount of interest, dividends, proceeds from sale or redemption or other amounts paid or credited to you or your account/policy during the year.

In accordance with those agreements, UK Government will also begin to receive information from Governments of other territories about non-UK accounts held by non-UK tax residents.

### 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 Initial and/or Ongoing Adviser Charges that you have agreed to pay your Financial Adviser is a matter between you and your Financial Adviser. We do not 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 are making at your request and on your behalf. The Adviser Charge is not 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 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 your Financial Adviser is asking us 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 have 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 have received your instruction to pay an Initial 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 do not 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 an Initial 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, 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 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 By changing 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 do not 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 to you 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 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.
- 10.2 You and we may amend or cancel this Agreement without reference to, or the consent of, any other person.
- 10.3 This Agreement is to be governed by and interpreted in accordance with the laws of England. The courts of England will have exclusive jurisdiction over any dispute arising from this Agreement.

## 11. 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](mailto: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](mailto:dataprt@aviva.com)

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

| Retirement | **Investments** | Insurance | Health |

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