

# Aviva over 50 life insurance plan

# Cashback promotion

# TopCashback terms and conditions

These Terms and Conditions apply to the Aviva Over 50 Life Insurance Plan Promotion (the "Promotion"). By taking part in this Promotion, and claiming cashback ("Cashback") you are accepting these terms and conditions, so please read them carefully.

# 1 The promoter

- 1.1 The Promotion is brought to you by Aviva UK Digital Limited. Aviva UK Digital Limited sells life insurance and critical illness policies provided by Aviva Life & Pensions UK Limited. Aviva UK Digital Limited is registered in England No.09766150. Registered office: 8 Surrey Street, Norwich, Norfolk, NR1 3NG. Authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 728985 ("Aviva", "we", "us").
- 1.2 The Cashback is offered through the TopCashback website and is subject to the standard terms and conditions you have entered into with TopCashback. If you qualify for Cashback it will be paid in the form of a credit into your TopCashback account.

#### 2 The cashback

- 2.1 Subject to the eligibility criteria in Paragraph 3, you will be able to claim Cashback if you:
  - I. click on the dedicated link on the Promotion webpage to go through to the Aviva.co.uk product landing page;
  - II. apply for a new Aviva Over 50 Life Insurance Plan at that time and then go on to purchase that policy; and
  - III. then go on to pay the first six consecutive monthly premiums due for the relevant product(s).
- 2.2 The amount of Cashback payable will be calculated based on the total amount of the monthly premiums paid for your Aviva Over 50 Life Insurance Plan as set out on the Promotion webpage at the time when you click through to take up the Cashback offer.
- **2.3** Please note that Cashback will **not** be paid if you make your purchase using a **saved** quote. You must click the dedicated link on the Promotion webpage, generate a new quote on the Aviva.co.uk website and apply to make a purchase straight away.
- 2.4 The Promotion is only available while the Promotion page is actively displayed on the TopCashback website and may be removed without notice. The cashback amounts vary, please refer to the current active promotion page for the amounts available at the time you take out your policy.

## 3 Eligibility to take part

- 3.1 You must be resident in the UK, and aged 50 or over at the time of the Promotion. Please also note that the maximum age you can take out this product is 80 years old. The Promotion is only available to current members of TopCashback.
- **3.2** Cashback will not be paid in conjunction with any other offer, voucher or discount unless specifically listed on the Promotion page.
- **3.3** The Terms and Conditions of this Promotion do not alter or vary any other terms and conditions applying to the Aviva Over 50 Life Insurance Plan product.
- **3.4** The Cashback offer applies to all new Aviva Over 50 Life Insurance Plan policies; however, it will not be paid if you have previously cancelled an Aviva Over 50 Life Insurance Plan taken out directly with Aviva in the 12 months preceding the date you apply for your new policy.

- **3.5** Aviva reserves the right to cancel your Aviva Over 50 Life Insurance Plan policy and decline your Cashback should there be a reasonable basis for suspecting fraud or that you are abusing the terms of the Promotion.
- 3.6 In the event of circumstances outside the reasonable control of Aviva, or otherwise where fraud, abuse, and/or error (human or computer) affects or could affect the proper operation of this Promotion, and only where circumstances make this unavoidable, Aviva reserves the right to cancel or amend the Promotion, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.

### 4 Payment of the cashback

- **4.1** We will validate your Cashback claim after you have paid your sixth consecutive premium for your Aviva Over 50 Life Insurance Plan and we have otherwise validated your claim. Please allow up to eight (8) weeks following this for your Cashback to be processed and paid into your TopCashback account.
- **4.2** This Cashback offer is non-transferable and non-exchangeable by you, but Aviva reserves the right to replace the Cashback with a similar substitute of equal or greater value.

## 5 Privacy and data protection

- **5.1** When you click the dedicated link you will leave TopCashback and be transferred to the Aviva.co.uk website where the collection, use and other processing of your personal data will be governed in accordance with Aviva's applicable Privacy Policy. Aviva is the data controller of any personal data it collects from you on Aviva.co.uk in connection with this Promotion and the purchase of the associated Aviva products.
- **5.2** While you are on the TopCashback website, TopCashback is the controller of your personal data and the processing is subject to their privacy policy.
- 5.3 In order to provide you with this Promotion and for your cashback to be paid, cookies and other similar technology are needed to track your journey from TopCashback to purchasing the qualifying product on the Aviva.co.uk. website. This is done in conjunction with Aviva's affiliate marketing provider, Optimise Media (UK) Limited, who Aviva use to provide this promotion in conjunction with TopCashback. If you would like more details on how your personal data is processed on the TopCashback site, please refer to the TopCashback Privacy Policy. For more information about how Aviva processes your personal data and how you can exercise your rights, please see the Individual Protection Insurance Privacy Policy and the associated Aviva Cookie Policy.

#### 6 General

- **6.1** While nothing in these terms and conditions will limit Aviva's liability for death or personal injury caused by its negligence or for fraud, or any other liability which cannot be lawfully excluded or limited, Aviva shall not be liable for:
  - any failure to comply with its obligations where the failure is caused by something outside its reasonable control; or
  - for any losses that that you may incur which were not foreseeable by Aviva or you at the time of your participation in the Promotion.
- **6.2** If any Paragraph in these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Paragraphs of these Terms and Conditions, which shall remain in full force and effect.
- **6.3** Your use of any Aviva website and the downloading of any materials in connection with the Promotion is governed by Aviva's Digital Terms and Conditions at **Digital Terms And Conditions Aviva**.
- **6.4** If you have any complaints about this Promotion or need assistance to participate, please contact TopCashback's customer services in the first instance.
- 6.5 These Terms and Conditions shall be governed and construed in accordance with the Laws of England. Any dispute arising is subject to the non-exclusive jurisdiction of the Courts of England and Wales.