

# Adviser Charge Agreement



## Important Information

**If you/your financial adviser haven't already done so, please contact us for an illustration to show how the charges will affect the policy. We will not apply the charge until an illustration has been issued.**

This form should be completed by you to arrange for Aviva to pay adviser charges on your behalf to your Financial Adviser.

It can also be used for Aviva pension plans where the original policy was set up on a Charge for Advice basis.\*

**This form can't be used to instruct us to pay an adviser charge from income drawdown funds. Please contact us if you would like to deduct a new adviser charge from income drawdown funds.**

If you are uncertain about the nature of this Adviser Charge 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 for your records.

Please note that the Adviser Charges that you are instructing us to pay in accordance with this Agreement should relate to such advice provided to you in connection with your Aviva pension plan only.

What do I complete?

Part 1 – this should always be completed.

Part 2 – complete this to pay an Adviser Charge to your adviser from an individual pension (TL, 8 or P prefix).

Part 3 – complete this to pay a Charge for Advice to your adviser from an individual pension (TL prefix taken out between April 2010 and January 2013) or Income Drawdown policy (taken out between April 2010 and November 2012).

Part 4 – complete this to pay an Adviser Charge to your adviser from your Company/ex Company Pension (TK prefix).

**\*Note for advisers:** if you are unsure of the charge the plan facilitates, please log on to your clients' policy online. Alternatively, if you don't have access, please call us on: 0800 1455 744 for Company Pensions and TK Plans or 0800 0686 800 for Individual Pension Plans.

## Part 1 – Your details

### Your details

Title	Mr/Mrs/Miss/Ms/Dr/Other <input type="text"/>
Surname	<input type="text"/>
Forename(s)	<input type="text"/>
Date of birth*	Day <input type="text"/> <input type="text"/> Month <input type="text"/> <input type="text"/> Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
National Insurance Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

*\*If the plan holder is aged below 18, their legal guardian must complete this form, and both the planholder and the Legal guardian declarations on the last page.*

### Your permanent residential address

*(This means the address where you currently live)*

House name (if applicable)	<input type="text"/>
House number	<input type="text"/>
Street name	<input type="text"/>
Town	<input type="text"/>
County	<input type="text"/>
Postcode	<input type="text"/>
Country	<input type="text"/>
Phone number	<input type="text"/>
Email	<input type="text"/>

## Your Aviva pension plan

Please provide whichever of the following information is available

Illustration Reference Number	<input type="text"/>
Date of Application	<input type="text"/>
Aviva Plan Number	<input type="text"/>

## Details of your Financial Adviser

Full name of Firm	<input type="text"/>
Address	<input type="text"/>
Aviva Account Number	<input type="text"/>
Name of Financial Adviser	<input type="text"/>

## Part 2 – Adviser charges for individual pensions

### Initial Adviser Charges

This is the remuneration you have agreed to pay to your Financial Adviser for the initial advice your Financial Adviser has provided to you. It may be a single lump sum payment, or it may be spread over a period of time.

The Adviser Charges you have instructed us to pay will be deducted from your Aviva pension plan once the relevant contributions made into the plan have been invested by us.

Details of how the Adviser Charges are applied are set out in the policy terms and conditions of your Aviva pension plan.

Please note any Initial Adviser Charges specified below will only be set up for payments submitted with this Agreement. Any future payments which require a charge will need a new Agreement completing at the time.

### Initial Adviser Charges for single and transfer payments

Complete this section if you have agreed to pay your adviser for initial advice in relation to a single payment(s) from you, any third party and/or your employer or a transfer payment(s).

Initial Adviser Charges will be deducted as each transfer/single payment is processed.

#### Single payments

Source	Amount of contribution (gross)	Initial Adviser Charge	Frequency
Your contribution	£	% or £	Once
Your employer's contribution	£	% or £	Once
Contribution from any Third Party	£	% or £	Once

#### Transfer payments

Transferring provider/scheme	Number of transferring plan	Quoted transfer value	Initial Adviser Charge	Frequency
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once

If you specify the initial charge as a monetary amount if the actual transfer value received is different from the quoted transfer value, the amount of adviser charge to be deducted will remain as stated above.

If you specify the initial charge as a % of the transfer value if the actual transfer value received is different from the quoted transfer value, the monetary value of the charge will be different to that shown on your quote.



## Initial Adviser Charges on Regular Contributions

Complete this section if you have agreed to pay your adviser for advice in relation to a new regular payment.

Please note that payment of Initial Adviser Charges on Regular Contributions;

- (i) will be on a monthly basis only; and
- (ii) cannot exceed the value of the regular contribution to which it relates.

Adviser Charge monthly amount	Start date for payment	Period over which Initial Adviser Charges are to be paid
% or £	DD/MM/YYYY	Number of months (minimum one month)

## Ongoing Adviser Charges

Ongoing Adviser Charges are for the provision of ongoing advice provided to you by a Financial Adviser.

Payment of Ongoing Adviser Charges can only be paid to your Financial Adviser named in this Agreement if such Adviser is going to provide you with such ongoing advice. If we are currently paying Ongoing Adviser Charges on your behalf to another Financial Adviser, please note that if you instruct us to pay Ongoing Adviser Charges to your Financial Adviser under this Agreement, we will stop payment on any existing Ongoing Adviser Charges to your previous adviser. We will also note on our records that your Financial Adviser named in this Agreement has been appointed by you as your Financial Adviser.

In the following table, please note;

- (i) payment of Ongoing Adviser Charges is on a monthly basis only;
- (ii) Ongoing Adviser Charges will be deducted from the total value of your plan\*;
- (iii) if you select to pay Ongoing Adviser Charges as a percentage, this percentage is based on the total value of your plan\*. You should note that a material change in the value of your plan will correspond to a material change in the amount of Ongoing Adviser Charges deducted; and
- (iv) only one arrangement for the payment of Ongoing Adviser Charges can be set up at any one time for any one Aviva pension plan.

Ongoing Adviser Charges amount in £ per month or % per annum	Start date for payment	Period over which Ongoing Adviser Charges are to be paid – one of the options below must be ticked and completed
£ per month or % per annum	(DD/MM/YY)	<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> End date (please specify DD/MM/YY) <input type="text"/> or <input type="checkbox"/> Plan term

\*excluding any income drawdown funds - these must be set up under a separate agreement.



## Part 3 – Charge for Advice for individual pensions

### Advice Charge Payment

This is the remuneration you have agreed to pay to your Financial Adviser for the initial advice your Financial Adviser has provided to you. It may be a single lump sum payment or it may be spread over a period of time.

Details of how the Advice Charge Payment is applied are set out in the policy terms and conditions for your Aviva pension plan. Please note any charges specified below for single and transfer payments will only be set up for payments submitted with this Agreement. Any future payments which require a charge will need a new Agreement completing at the time.

### Advice Charge Payment on Single Contributions

Source	Amount of contribution (gross)	Advice Charge Payment	Frequency
<b>Your contribution</b>	£	% or £	Once
<b>Your employer's contribution</b>	£	% or £	Once
<b>Contribution from any Third Party</b>	£	% or £	Once

### Advice Charge Payment on Transfer Contributions

Transferring provider/scheme	Number of transferring plan	Quoted transfer value	Advice Charge Payment	Frequency
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once

If you specify the charge as a monetary amount if the actual transfer value received is different from the quoted transfer value, the amount of charge to be deducted will remain as stated above.

If you specify the charge as a % of the transfer value if the actual transfer value received is different from the quoted transfer value, the monetary value of the charge will be different to that shown on your quote.

### Advice Charge Payment on Regular Contributions

Please note that payment of Advice Charge Payment on Regular Contributions:

- (i) will be on a monthly basis only; and
- (ii) cannot exceed the value of the Regular Contribution to which it relates.

Advice Charge Payment monthly amount	Period over which Advice Charge Payment is to be paid - one of the options below must be ticked and completed
£ or %	<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> Plan term (please tick box if required)



## Fund Value Advice Charge Payment

These are the payments you have agreed with your Financial Adviser for the provision of ongoing advice to you by your Financial Adviser.

Payment of a Fund Value Advice Charge can only be paid to your Financial Adviser named in this Agreement if the Financial Adviser is going to provide you with ongoing advice. If we are currently paying a Fund Value Advice Charge on your behalf to another Financial Adviser, please note that if you instruct us to pay a Fund Value Advice Charge to your Financial Adviser under this Agreement, we will stop payment on any existing Fund Value Advice Charge to your previous adviser. We will also note on our records that your Financial Adviser named in this Agreement has been appointed by you as your Financial Adviser.

In the following table, please note:

- (i) payments can be paid monthly, quarterly, half-yearly or yearly;
- (ii) payments on regular payments are based on the value of the fund relating to your regular contributions. For single and transfer contributions Fund Value Advice Charge payments are based on the value of the underlying fund created by the single or transfer contribution they relate to. You should also note that a material change in the value of such fund will correspond to a material change in the amount of Fund Value Advice Charge Payment deducted; and
- (iii) details of how the Fund Value Advice Charge Payment is applied is set out in the policy terms and conditions for your Aviva pension plan.

You can select any percentage amount in increments of 0.01%.

## New Payments

(This is only on new monies received with this Agreement and must be a %. **We cannot facilitate a monetary amount.**)

Please confirm the Fund Value Advice Charge for any new payments submitted with this Agreement.

	Amount of fund per year (%)	For how long will payments be made?	When will this start?
<b>Regular Payment</b>	%	Number of Months OR Plan Term	DD/MM/YYYY
<b>Single Payment</b>	%	Number of Months OR Plan Term	DD/MM/YYYY
<b>Transfer Payment</b>	%	Number of Months OR Plan Term	DD/MM/YYYY

## Existing Investments

(This is for money already invested in the plan and must be a %. **We cannot facilitate a monetary amount.**)

Please confirm the Fund Value Advice Charge which we should take from the fund built up by any existing investments.

	Amount of fund per year (%)	For how long will payments be made?	When will this start?
<b>All Payments</b>	%	Number of Months OR Plan Term	DD/MM/YYYY
<b>Regular Payments</b>	%	Number of Months OR Plan Term	DD/MM/YYYY
<b>Transfer Payments</b>	%	Number of Months OR Plan Term	DD/MM/YYYY
<b>Single Payments</b>	%	Number of Months OR Plan Term	DD/MM/YYYY

Please select the frequency of payments.

Monthly     Quarterly     Half-yearly     Yearly

If you have an existing Fund Value Advice Charge Payment, the frequency of the Fund Value Advice Charge Payment set up under this Agreement will automatically match the frequency of your existing Fund Value Advice Charge Payment.

## Future payments

If you want to take a Fund Value Advice Charge Payment on any future single or transfer payments you will need to complete an Adviser Charge Agreement at the time the new payment is submitted. If no Agreement is sent at the time of a new payment, we will assume no charge applied to the payment.



## Part 4 – Adviser Charges on Company Pensions

### Ad-hoc payments

£

This is a one-off monetary amount. The amount will be deducted from the total value of the pension plan. A new Adviser Charge Agreement must be completed for any future ad-hoc payments.

### Initial Adviser Charges

This is the remuneration you have agreed to pay to your Financial Adviser for the initial advice your Financial Adviser has provided to you. It may be a single lump sum payment, or it may be spread over a period of time ( up to 60 months) through regular payments.

The Adviser Charges you have instructed us to pay will be deducted from your Aviva pension plan once the relevant contributions made into the plan have been invested by us. Please note any Initial Adviser Charges specified below will only be set up for payments submitted with this Agreement. All future payments which require a charge will need a new Agreement completing at the time.

### Initial Adviser Charges on Regular Contributions

Please note that payment of Initial Adviser Charges on Regular Contributions;

- (i) will be on a monthly basis only;
- (ii) cannot exceed the value of the Regular Contribution to which it relates; and
- (iii) the payment of Adviser Charges will commence on the charging date following receipt of this Agreement or on the charging date following the start date you have chosen.

### Initial Adviser Charges – important notes

As pension contributions are submitted by your employer, and these pension contributions may be delayed, we suggest that you don't set up an Initial Adviser Charge Payment until the pension has been in force for at least three months. This is so that we can ensure there are sufficient funds in the pension to meet all charges and Adviser Charge payments.

Adviser Charge monthly amount	Start date for payment	Period over which Initial Adviser Charges are to be paid
£	(DD/MM/YY)	Number of months (Minimum one month, Maximum sixty months)

### Initial Adviser Charges on Single Contributions

Please note that it is not possible to set up Initial Adviser Charges in respect of single contributions into an Aviva Company Pension where such single contributions are paid as part of your employer's bulk payment of contributions to Aviva.

Source	Amount of contribution (gross)	Initial Adviser Charge	Frequency
<b>Your contribution</b>	£	% or £	Once
<b>Your employer's contribution</b>	£	% or £	Once
<b>Contribution from any Third Party</b>	£	% or £	Once



## Initial Adviser Charges on Transfer Payments

Please note it is possible to set up Initial Adviser Charges in respect of transfer payments into an Aviva Company Pension where such transfer payments are paid as part of your employer's bulk payment of transfer payments to Aviva. We must be in receipt of a signed Adviser Charge Agreement before we can make any payment.

Is this transfer part of a bulk transfer from your employer to Aviva? Yes  No

Transferring provider/ scheme	Number of transferring plan	Quoted transfer value	Initial Adviser Charge	Frequency
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once
		£	% or £	Once

If you specify the initial charge as a monetary amount and if the actual transfer value received is different from the quoted transfer value, the amount of Adviser Charge to be deducted will remain as stated above.

If you specify the initial charge as a % of the transfer value and if the actual transfer value received is different from the quoted transfer value, the monetary value of the charge will be different to that shown on your quote.

## Ongoing Adviser Charges

Ongoing Adviser Charges are for the provision of ongoing advice provided to you by a Financial Adviser.

Payment of Ongoing Adviser Charges can only be paid to your Financial Adviser named in this Agreement if such Adviser is going to provide you with such ongoing advice. If we are currently paying Ongoing Adviser Charges on your behalf to another Financial Adviser, please note that if you instruct us to pay Ongoing Adviser Charges to your Financial Adviser under this Agreement, we will stop payment on any existing Ongoing Adviser Charges to your previous adviser.

## Adding Ongoing Adviser Charges to all payments on an existing plan

If Ongoing Adviser Charges are to be added to an existing Company Pension plan, please note:

- (i) Where % per annum is being requested this will be applied across all existing contribution types\*.
- (ii) Payment of adviser charges will commence on the charging date following receipt of this Agreement, or on the charging date following the start date you have chosen.

## Existing plan

Ongoing Adviser Charges amount in £ per month or % per annum	Start date for payment	Period over which Ongoing Adviser Charges are to be paid - one of the options below must be ticked and completed
% per annum	(DD/MM/YY)	<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> Plan term

\*excluding any income drawdown funds - these must be set up under a separate agreement.



## Adding Ongoing Adviser Charges to Regular Payments

Please note;

- (i) payment of Ongoing Adviser Charges is on a monthly basis only; and
- (ii) the Adviser Charges Payment is deducted from the fund value generated by the regular payments.

Ongoing Adviser Charges amount in £ per month or % per annum	Start date for payment	Period over which Ongoing Adviser Charges are to be paid – one of the options below must be ticked and completed
£ per month or % per annum	(DD/MM/YY)	<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> Plan term

## Adding Ongoing Adviser Charges to Single Payments

Please note;

- (i) Ongoing Adviser Charges for Single Payments is available on a % of fund basis;
- (ii) the Adviser Charge payment will be based on the fund value generated by the single payment;
- (iii) it is possible for additional single payments to be set-up on a different % of fund basis; and
- (iv) a new Adviser Charge Agreement must be completed for any future single payments which are not included in this form.

Single payment (£)	Ongoing adviser charge (% of fund)	Period over which ongoing adviser charges are to be paid – one of the options below <u>must</u> be ticked and completed
		<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> Plan term

## Adding Ongoing Adviser Charges to Transfer Payments

Please note;

- i) Ongoing Adviser Charges for Transfer Payments is available on a % of fund basis;
- ii) the Adviser Charge payment will be based on the fund value generated by the transfer payment;
- iii) it is possible for additional Transfer Payments to be set-up on a different % of fund basis; and
- iv) a new Adviser Charge Agreement must be completed for any future Transfer Payments which are not included in this form.

Transferring provider/scheme	Number of transferring plan	Quoted transfer value (£)	Ongoing adviser charge (% of fund)	Period over which ongoing adviser charges are to be paid – one of the options below <u>must</u> be ticked and completed
				<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> Plan term
				<input type="checkbox"/> Number of months (please specify, minimum one month) <input type="text"/> or <input type="checkbox"/> Plan term





## Financial Crime

To prevent financial crime, your information may be used by any company within the Aviva group and may be shared with third parties who provide services to us, as well as other organisations where required to by law and regulatory requirements. A record may be kept of any searches carried out and any suspicions of financial crime and related details may be retained and used to assist other companies for verification and identification purposes.

## Planholder declaration

- I hereby instruct Aviva to set up and pay Charges on the basis set out above and in accordance with the terms and conditions of this Agreement.
- By signing this Agreement I also consent to Aviva providing the adviser named in this Agreement with information on the Aviva plan number referenced in this Agreement.
- Where my policy is an individual pension I consent for the adviser named above to have full servicing rights on my plan.
- I have read the terms and conditions and the information I have provided is correct to the best of my knowledge and belief.
- I have read the illustration which shows how the charges will affect my policy. **Please note, we cannot apply the charge until the illustration has been read.**

Full Name

Address

Signature

Date

Day        Month        Year

## Legal guardian declaration

- I declare that I am legal guardian of the planholder (the member), and I have read, agree with, and signed the declarations.
- I understand I am responsible for this plan as if I were the member until the member reaches age 18.

Signature

Date

Day        Month        Year



# Adviser Charge Agreement Terms and Conditions

## Important Information

These terms and conditions relate to the Adviser Charge Agreement, and you should take the time to read them before you complete the Agreement. If you are uncertain about the nature of the Agreement, or how to complete it, you should discuss this with your Financial Adviser or any other professional adviser acting on your behalf.

## Interpretation

In these Terms and Conditions, the following terms will have the following meanings;

<b>“Aviva”, “we”, “us” or “our”</b>	means Aviva Life & Pensions UK Limited;
<b>“Aviva pension plan”</b>	means the plan identified below. This Agreement does not apply in relation to any other policies or investments that you may have with Aviva;
<b>“Charges”, “Adviser Charge”, “Advice Charge” or “Fund Value Advice Charge”</b>	means a charge to be paid to your Financial Adviser who has provided you or will provide you with advice in connection with your Aviva pension plan;
<b>“Financial Adviser”</b>	means the financial adviser named in your Agreement;
<b>“Gross”</b>	means the amount of the contribution paid plus any tax relief claimed from HM Revenue & Customs in respect of such contribution;
<b>“you” or “your”</b>	means the Planholder named in your Agreement;
<b>“Leavers”</b>	means a person who leaves the employment of the employer in respect of whom the Aviva Company Pension was established.

## 1. Payment of Adviser Charges, Advice Charges and Fund Value Advice Charges

- 1.1 We will pay to your Financial Adviser the Charges you have instructed us to pay and we will do so without charging you a fee. However, we may ask you to pay our reasonable costs if we have to engage in lengthy correspondence with you or your Financial Adviser regarding the Charges. We will let you know if these costs are likely.
- 1.2 The Charges you have agreed to pay your Financial Adviser are a matter between you and your Financial Adviser. We will not assess the suitability or amount of the Charges you have agreed to pay.
- 1.3 When we pay a Charge to your Financial Adviser, this is a payment we are making at your direction and on your behalf. The Charge is not a payment for any services provided by your Financial Adviser to us.
- 1.4 The payment of a Charge is separate to any charges that you may be required to pay Aviva in respect of your Aviva pension plan. Full details of such charges together with any Adviser Charges, Advice Charge and/or Fund Value Advice Charges are set out in the Illustration.
- 1.5 We will deduct Adviser Charges by cancelling units. The order of priority for the cancellation of units to pay charges from your Aviva pension plan will be any product and investment charges due to be paid under your plan to Aviva, followed by any Adviser Charges. Initial Adviser Charges for single contributions and transfer values will be calculated at the point that such contributions are added to your Aviva pension plan and deducted on the same date in the month as the start date of your Aviva pension plan. All other Adviser Charges are calculated and deducted on the same date in the month as the start date of your Aviva pension plan. We will not backdate any Adviser Charges. Units will be cancelled to pay Adviser Charges on a last in, first out basis.
- 1.6 We will calculate the Advice Charge Payment then cancel the units to meet this payment. We then calculate the annual fund charge due to Aviva in connection with the administration of your Aviva pension plan followed by any Fund Value Advice Charge Payment. Units are then cancelled to pay the annual fund charge followed by the Fund Value Advice Charge Payment. Units are cancelled on a last in, first out basis.
- 1.7 We will act only in accordance with your instruction in respect of the payment of Charges except as where we expressly indicate otherwise in this Agreement.
- 1.8 We will act on the instructions of your Financial Adviser only where your Financial Adviser is asking us to reduce or stop paying any Charges to them. We will not extend or increase Charge payments to them without your written instruction.
- 1.9 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.

- 1.10 If after reasonable efforts on our part, we have been unable to make payments of any Charges to your Financial Adviser, we will stop deducting such Charges and notify you of our action. Charges already deducted but unpaid to your Financial Adviser will be invested back into your Aviva pension plan.
- 1.11 Except in the case of cancellation or death, if we have paid a Charge to your Financial Adviser, we will not usually be able to provide a refund. Any entitlement to a refund of such a Charge is a matter to be addressed directly with your Financial Adviser.
- 1.12 We will not pay interest to you or your Financial Adviser for the non payment or late payment or on a refund of a Charge to your Financial Adviser.
- 1.13 We can only make payments where there are sufficient funds to do so. If the policy has insufficient funds to make a payment then a partial payment will not be made and no carry-over or future redress payment will be made. If this results in your adviser not receiving the full amount you've agreed with them then this is a matter between you and your adviser.

## **2. Cancelling your Aviva pension plan**

- 2.1 When you take out your Aviva pension plan, you will have a period of time during which you can change your mind by opting out or cancelling your plan ("Cancellation Period"). If you decide to opt out or cancel your Aviva pension plan during this Cancellation Period, we will refund the amount you are due to be paid on such cancellation together with any Charge we have already deducted. In these circumstances, we will reclaim any Charge credited to your Financial Adviser.

## **3. Stopping or Reducing Your Contributions**

- 3.1 If you stop making or you reduce any contribution into your Aviva pension plan, we will still continue to deduct any Initial Adviser Charges, Ongoing Adviser Charges, Advice Charges and Fund Value Advice Charges unless advised otherwise by you. Please note that this could erode the value of your Aviva pension plan.

## **4. Stopping or Varying Your Charges to your Financial Adviser**

- 4.1 Provided you give us at least one month's notice, you can ask us to stop any further payment of any Charges to your Financial Adviser. You do not need to provide us with a reason for your decision.
- 4.2 If you wish to vary the basis or amount of the Ongoing Adviser Charges or Fund Value Advice Charges you wish to pay to your Financial Adviser, or you wish to pay Charges to a new Financial Adviser, you will have to cancel this Agreement and enter into a new Agreement.
- 4.3 If you wish us to facilitate Charges to a different adviser then you will need to complete another Agreement.

## **5. Aviva's Rights to Stop Payment of any Charges to your Financial Adviser**

- 5.1 In exceptional circumstances, we may stop the payment of all or part of a 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 Charge would be in breach of any relevant laws or regulations; or
  - (c) if, in the case of an Initial Adviser Charge, or Advice 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 in relation to your Aviva pension plan; or
  - (d) if, in the case of an Ongoing Adviser Charge, or Fund Value Advice 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
  - (e) if your Financial Adviser ceases to trade.

Charges that have already been deducted but not yet paid will be invested back into your Aviva pension plan.

## **6. Change in Financial Adviser**

- 6.1 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 or Fund Value Advice Charges but will continue to pay any outstanding Initial Adviser Charges, or Advice Charge to your Financial Adviser unless you advise us otherwise. If you wish to pay Charges to a new financial adviser, you will need to complete a new Agreement.
- 6.2 If your Financial Adviser informs us that it has transferred its business to another authorised firm who will take responsibility for providing you with ongoing service, we will transfer all further Initial and Ongoing Adviser Charges to the new firm.
- 6.3 On a change of financial adviser, we may provide details of the 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 in connection with your Aviva pension plan and entering into this Agreement is your consent to allow us to do so.

## 7. Termination of this Agreement

7.1 You can terminate this Agreement on one month's notice to us at any time. You do not have to give us any reason why you are terminating the Agreement and we will not charge you for doing so.

## 8. Keeping you informed

- 8.1 We will provide you with written confirmation when we set up the arrangements to pay the Charges you have instructed us to pay to your Financial Adviser or if, in accordance with this Agreement, the Charges are varied or stopped.
- 8.2 We will also provide you with an annual statement of all Charges paid to your Financial Adviser during the previous twelve months.
- 8.3 If your Financial Adviser instructs us to reduce or stop the Charges payable to such Adviser, we will notify you accordingly.
- 8.4 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.
- 8.5 We may separately from time to time get in touch to ensure that the payment terms still accurately reflect the advice being provided to you by your Financial Adviser.

## 9. Notifying your Financial Adviser

- 9.1 Your Financial Adviser will receive a statement setting out the Charges credited to them.
- 9.2 We will also notify your Financial Adviser if you instruct us to vary or stop the payment of any Charges to them.

## 10. Outstanding Responsibility

10.1 If, subject to the terms of this Agreement, a Charge is stopped, unpaid or is re-credited to your Aviva pension plan, you may remain liable to reimburse your Financial Adviser. You should check the terms of your arrangement with your Financial Adviser.

## 11. Value Added Tax (VAT)

11.1 We expect that most Adviser Charges, Advice Charges and Fund Value Advice 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 these Charges relating to Aviva products, may not be exempt from VAT. We will treat all instructions from you to pay charges to your Financial Adviser as including any VAT where it is applicable at the rate prevailing at the time of the payment of the Charge and taking into account any changes to the rate of VAT howsoever occurring. We will not require you to provide any further instructions where the rate of VAT has changed. You should discuss this with your Financial Adviser who will be responsible for accounting for VAT where applicable.

## 12. Miscellaneous

- 12.1 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.
- 12.2 This Agreement will 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.