

# Find and Combine

## Terms of use for customers

Welcome to Find and Combine (the “Service”). These terms of use (the “Terms”) set out the basis upon which Aviva Administration Limited acting on behalf of the Aviva Group (“Aviva”, “us” or “we”) agrees to provide the Service to the customer (“you” or “your”).

### Important information before you use the Service

- These Terms are between you and us, please read them carefully. By clicking to accept the Terms and continuing to use the Service you agree to be bound by these Terms. If you don’t agree to these Terms, you can’t use the Service.
- We’re granting you the non-exclusive right to use the Service in accordance with these Terms. You can’t transfer this right to anyone else. We remain the owner of the Service at all times and retain all the rights that we don’t expressly grant to you here. The Service is for your personal use only and it must not be used in any way for commercial purposes including for any form of re-sale or re-utilisation.
- We’ll collect and use personal information about you when you use the Service. Please see our Privacy Notice for more information, including about your privacy rights.
- We’ll use the details provided by you in your Find and Combine Application Form (“Application”) to produce a letter of authority and send this on your behalf to the provider(s) of your pension scheme arrangement(s) (“Pension Provider”) to request information about your pension(s).
- We’ll identify whether your existing pension arrangements provide certain safeguarded or valuable benefits. A list of the specific benefits we check can be found on **[aviva.co.uk/retirement/pension-consolidation-service/pension-consolidation-service-glossary-of-terms/](https://aviva.co.uk/retirement/pension-consolidation-service/pension-consolidation-service-glossary-of-terms/)**
- If your existing pension arrangements provides safeguarded or valuable benefits that could be lost on transfer, we’ll communicate this to you and provide clear information on your options. Where it’s possible for you to transfer your pension(s), and this is what you wish to do, the process to follow to facilitate the transfer will depend on whether you have another product with us, and/or which pension products you have with us. When we share your results with you, we’ll outline how you can transfer the pension to us.
- If your pensions have safeguarded benefits (such as guaranteed minimum pension or guaranteed annuity rates) and a transfer value over £30,000 you’ll be required to take financial advice before you can transfer. We’ll inform you if your pension falls into this category. If you don’t have a financial adviser you can find one at **[unbiased.co.uk](https://unbiased.co.uk)**. An adviser may charge for their services.
- We’ll check whether your Pension Provider imposes a charge for transfer. If a charge applies, we’ll confirm this to you and inform you of your options i.e. to proceed or cease your Application.
- We may change these Terms, please see ‘Changes’ below for further details.
- If anything is unclear to you about these Terms or you want to discuss the Service, please contact us using the details in the ‘How to contact us’ section, below.

## Using the Service

- The Service is only available in relation to pension schemes registered within the United Kingdom.
- You must provide information relating to the pensions you wish the Service to check including other relevant information required in your Application, as fully and accurately as you can. If the information you provide isn't accurate or sufficiently complete, this may limit our ability to obtain your pension information and we may not be able to check if those pensions provide any safeguarded or valuable benefits or if the Pension Provider applies a charge to transfer. This will limit or prevent us being able to confirm your ability to combine your pension(s).
- You hereby confirm that the pension(s) you're seeking to find and combine are those you believe you're a member of and the details entered in your Application relate to you rather than to a third party. We'll take steps to verify the identity of the user of the Service where required.
- The Service excludes the provision of a pension report for defined benefit pensions. In such cases, we'll contact you and where possible, provide details of the relevant Pension Provider(s) to enable you to contact them directly and obtain further details about your defined benefit pension(s).
- The Service excludes the provision of a pension report about any state pension benefits which you may be entitled to.
- In participating in the Service, you're under no obligation to combine your pension(s) with us.

## We need your authority

- When you sign up to these Terms, we'll request from you an electronic signature as part of your Application. Your signature will be used within the required letter of authority and information request, which we'll send to the Pension Provider(s) you specify in your Application, with whom you hold a pension.
- We're accepting your electronic signature as your formal authorisation to do so and it'll be held as a digital record of this approval. If the Pension Provider requires further proof of your authority, they may ask us to obtain proof of your further permission, if we need this, we'll reach out to you.

## What the Service aims to do

- We'll firstly check your application to determine the likelihood of you having a pension based on the information provided. If it meets our predefined criteria, we'll then actively progress your application using such tools as the Association of British Insurers database and the Government Tracing Service (Pension Tracing Tool).
- If a potential Pension Provider has been identified and it's likely that a pension exists, we'll then contact the relevant Pension Provider to request information relating to your pension(s). We'll then provide this information to you in a pension report or dashboard. You acknowledge that we have no control over the timing or quality of response(s) from the Pension Provider(s) and the information we provide to you is limited by the information we receive from you and the Pension Provider(s). We can't guarantee that we'll find the details or existence of all pensions held by you.
- We'll determine if your pension arrangements with the Pension Provider contain certain safeguarded or valuable benefits, or your Pension Provider applies charges to transfer. If your existing pension arrangements provide safeguarded or valuable benefits that could be lost on transfer, we'll communicate this to you and provide clear information on your options. Where it's possible for you to transfer your pension(s), and this is what you wish to do, the process to follow to facilitate the transfer will depend on whether you have another product with us and/or which pension product you already have with us:
  - If you've bought an "Aviva Pension" (our self-invested personal pension (SIPP)) directly from us through our website we'll detail what investment choices you have and how you can finalise a transfer of your pension to us.
  - For any other pensions with us we'll provide an illustration and obtain your approval to transfer into your selected Aviva pension. The money transferred will be invested in line with the split of your Aviva pension fund at the time the money arrives in your selected Aviva pension. For example, if your Aviva pension value was invested 60% in one fund and 40% in a second fund, the transferred money would also be allocated 60% to the first fund and 40% to the second.

- If you don't have a pension and wish to set one up, you'll be able to do so in your Application and finalise the transfer request.
- Where you have certain benefits that have a value greater than £30,000, you'll have to get regulated financial advice before you're allowed to move the pension to another scheme. If this is the case with the pension(s) you want to transfer, we'll tell you.

## Cost for using the Service

We don't currently charge for the Service, although we may change this at any time. If we do introduce charges, then we'll notify you of this and give you the opportunity to accept the new terms, but if you don't agree, you must cease your use of the Service.

## Things you must not do when using the Service

Unless we agree otherwise in writing, or if it's permitted by mandatory law, you must not do, nor try to do, any of the following things when using the Service. You must not:

- copy the Service except where such copying is incidental to normal use of the Service, or where it's necessary for the purpose of back-up or operational security;
- disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service;
- use the Service unlawfully, or in any way inconsistently with these Terms, or act fraudulently, misleadingly or maliciously in your use of the Service;
- assign your use of the Service to any other person or entity;
- provide information to us which is untruthful, or which is knowingly false or inaccurate;
- publish or post or submit any material that is, in our reasonable opinion, defamatory, offensive or otherwise objectionable or inappropriate in relation to your use of the Service.

## Website information does not constitute financial advice

From time to time, we provide financial information, articles and tools to help keep you informed about general financial, market and general public conditions.

We endeavour to make sure our websites are correct, but you shouldn't rely on any of the information on our websites for advice or as a recommendation that a product or investment is suitable for you or your circumstances. If you need financial advice, you should contact a financial adviser. If you don't have a financial adviser, you can find one at **unbiased.co.uk**. An adviser may charge for their services.

Some of the information, tools and articles presented on our websites are provided by third parties and don't represent the views or opinions of Aviva or the Aviva Group. We aren't responsible for the validity or accuracy of such publications and all publications are provided for information purposes only.

## Intellectual Property

All content available to you from Aviva through or in connection with the Service is the property of or licensed to Aviva. Such content shall not be modified, distributed, framed, republished, scraped or sold in any form or by any means, in whole or in part, without our prior written permission. You acknowledge that all intellectual property rights in the Service anywhere in the world belong to us (or are licensed to us), and that such rights are licensed (not sold) to you, and that you have no rights in, or to, the Service other than the right to use it in accordance with these Terms. This means that you must not use, extract or reproduce our trademarks, except as expressly permitted by us. We may take legal action if we discover any unauthorised use or infringement or impairment of our intellectual property rights.

## Changes

We may change, replace, suspend or withdraw any element of the Service at any time. We may also change these Terms at any time so please check back to view these Terms regularly. Where possible we'll try to provide reasonable advance notice of the above but we may not always be able to do so – including:

1. When we launch a new product or feature; or,
2. in urgent situations such as responding to legal requirements or preventing harm.

If you don't agree to the new terms, you should stop using the Service.

## Our liability to you

- We won't be responsible for any loss or damage you may experience in connection with your use of the Service which is caused by an event beyond our reasonable control or which we could not have reasonably foreseen or is not directly caused by us.
- You acknowledge and agree that any actions taken by you, whether in reliance on the information received from the Service or otherwise, are by your decision alone and are undertaken at your own risk.
- We shall not be responsible for any information received or created due to inaccurate, false or incomplete information provided by you.
- We shall not be responsible for any incomplete or inaccurate information received or created by any third party, including any Pension Providers.
- We aren't liable to you for any business losses because the Service is for private non-commercial use only. This includes any loss of profit, loss of business, business interruption, or loss of business opportunity. We don't, however, seek to limit or exclude our liability for death or personal injury as a result of our negligence; or fraud or fraudulent misrepresentation.
- We provide the Service webpages (available on **aviva.co.uk/retirement/pension-consolidation-service/**) on an "as is" and "as available" basis. We make no guarantee that these will be uninterrupted, error free, or free from viruses or other harmful components. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them.

## How to contact us

You can write to us:

Aviva at Find and Combine  
PO Box 3827  
Norwich  
NR1 3BD

or e-mail: **info@email.findandcombine.aviva.com**

We'll confirm receipt in writing, normally by e-mail. We may contact you by e-mail or pre-paid post, to the address you provide when you register or when you contact us.

## How to complain

If you want to make a complaint about the Service, you can contact us using the contact details above. We'll try and solve any problems or disagreements regarding the Service quickly and efficiently. If you're unhappy with the way we deal with any disagreement you and we may agree to refer the matter to mediation or arbitration but you and we aren't restricted from bringing court proceedings. For any other complaints please visit the Complaints page on **aviva.co.uk**.

## Terminating the Service

You're able to withdraw from the Service at any point. However, if you're making a transfer, the transferring scheme may not take back the transfer account or reinstate your benefits in their scheme. Your options then would be to transfer to another provider who is willing to accept it or reapply for a transfer to us.

Please inform us of your intention to terminate the Service, by contacting **info@email.findandcombine.aviva.com**. Any information received from third parties which was requested by us prior to receipt of notice of your intention to terminate the Service shall be provided to you.

## General terms

- We may transfer our rights and obligations under these Terms to another Aviva Group company or to a third party, but we'll always notify you in writing if this happens, and this won't affect your rights or our obligations under these Terms.
- With the exception of Aviva Group companies, no other person except you and us shall have any rights to enforce any of these Terms.
- We intend to rely upon these written Terms (as amended in accordance with the 'Changes' section) as the entire understanding between us relating to the Service. If we make any changes, these changes will need to be made in writing.
- If we fail to insist that you perform any of your obligations under these Terms or if we don't enforce our rights against you, or if we delay in doing so, that won't mean that we've given up our rights against you and won't mean that you don't have to comply with those obligations.
- References in these Terms to "for example", "including" or similar phrases are for illustrative purposes only and they shouldn't be read as limiting the sense or scope of what follows them.
- Each of the paragraphs in these Terms operate separately, and if a court or other authority decides that any of them are unlawful, the remaining paragraphs and part of the paragraphs not found unlawful in these Terms shall remain in full force and effect.
- Aviva and you have free choice about the law that can apply to these Terms. We propose to choose the law of England and, by entering into these Terms, you agree that the law of England applies. We'll always write and speak to you in English.

## About us

Aviva Administration Limited. Registered in England No 03424940. Aviva, Wellington Row, York, YO90 1WR. Authorised and regulated by the Financial Conduct Authority. Firm reference number 185746. Please see our Website for further details of the Aviva Group and our products and services.




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## How to contact us

 0800 068 6800

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 [MyAviva.co.uk](https://www.myaviva.co.uk)

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WC10067 01/2024

