

Investment Portfolio

Terms & Conditions

Introduction

Investment Portfolio is a general investment plan provided through the Aviva Platform, an online portfolio management service from Aviva.

Investment Portfolio is designed to be a flexible, long-term investment plan offering access to a broad range of investment options, including Funds and Equities.

Subject to legal and tax restrictions You are able to take withdrawals from Your Investment Portfolio or transfer Your investments to another provider at any time.

We will aim to provide a wide range of investment choices at all times, but We reserve the right to withdraw or change any of the available investment offerings at any time. If this affects You. We will tell You at least 30 days in advance unless external factors mean that We cannot do so. We will tell You Your options if You are affected.

Important Information

This document details the Terms and Conditions of Your Investment Portfolio.

It is important that You retain these Terms and Conditions of Your Investment Portfolio as they form a legal agreement between You and **Aviva Wrap UK Limited**. They should be read in conjunction with the Investment Portfolio Key Features document.

Aviva Wrap UK Limited is authorised and regulated by the Financial Conduct Authority. Other companies may be appointed to provide services in connection with Your Investment Portfolio and Investments.

Definitions

Aviva means any of the companies in the Aviva Group that may provide services to Your Investment Account including Aviva Wrap UK Limited or any third party appointed by them to supply services under this contract.

Aviva Platform means the online portfolio management service provided by Aviva, including the provision of transaction and administration facilities for Your Investment Portfolio.

Business Day means any day on which the London Stock Exchange is open for business.

Cash Account means the cash facility within Your Investment Portfolio where cash is held. This cash will be held in a client money trust account in accordance with the Financial Conduct Authority client money rules.

CREST means the centralised system for settlement of securities including Equities, in the UK, operated by CREST co Ltd.

Custodian means Aviva Wrap UK Limited or another company appointed by Us to safeguard and administer investments.

Dilution Levy or dilution adjustment (applying to some Structured Funds) means the adjustment which may be imposed by a Fund manager to share out the costs incurred when a need to deal in underlying assets is triggered by investor purchases or redemptions of Fund units/shares. This is to prevent these costs diluting the value of units/shares held by continuing investors.

Equalisation means the amount of any undistributed income already included in the price of the units/shares at the time of investment.

Equities means an interest in a company in the form of shares.

Execution Venue means where the exchange of monies is undertaken. Our nominated stockbroker represents the Execution Venue in the trading of Equities. In the trading of Funds, the Execution Venue will be represented by Aviva or the Fund provider (or their agent).

Fund means an FCA authorised or recognised unit trust or OEIC or other collective investment scheme in which units/ shares can be purchased.

FCA means the Financial Conduct Authority.

Investment means assets held within Your Investment Portfolio such as Equities, units/shares in Funds, Structured Products, Structured Funds and cash.

Investment Profile means exactly how Your Payment(s) will be invested, i.e. a list of specific Funds/cash and the percentage of the investment to be applied to each.

Limit Order means the dealing instructions issued to Us to execute buy orders below a specified price and sell orders above a specified price.

Nominee Company means a company in whose name Investments purchased for You will be registered.

Payment/s means the amount paid into Your Investment Portfolio and includes, as appropriate, single lump sum Payments, regular Payments and transfer payments (including asset transfers) from other product providers made into Your Portfolio. All Payments must be made in Sterling.

Private Investment Portfolio means any asset outside of Your Investment Portfolio which You wish to record and show in Your Investment Portfolio. Please note, these assets will not be included in any statements that We send You.

Regulations means any rule or Regulation issued by any authority, body or person having responsibility for the supervision or regulation of any of the activities carried out by Us.

Settlement Date means the date by which You pay Us or We pay You for any Investment transactions on Your account.

Structured Fund means a type of Fund, which is an FCA authorised collective investment and involves investing money for a fixed period in order to achieve a return which may be linked to the performance of a stock market index or other assets(s).

Structured Products is a collective term for both structured investment products and structured deposits. These involve either investing or depositing money for a fixed period in order to achieve a return which may be linked to the performance of a stock market index or other asset(s).

Tax Year means the Tax Year 6th April to 5th April.

Us/We/Our means any of the companies in the Aviva Group which may provide services to Your Investment Portfolio being, as appropriate:

- Aviva Wrap UK Limited
- Aviva Pension Trustees UK Limited
- Aviva Life and Pensions UK Limited

or any third party appointed by any one of them to supply services under this contract. We reserve the right to assign contractual obligations to another company within the same group of companies as Aviva Wrap UK Limited subject to providing You with 60 days' notice and on the basis that it is reasonably understood that it would not reduce the security of Your benefits.

You/Your means the investor(s) named on the application form for Your Investment Portfolio, and if more than one investor is named then the surviving investor(s) as appropriate.

1. Opening Your Investment Portfolio

Your Investment Portfolio will be opened when We have a satisfactorily completed application and valid Payment for Your Investment Portfolio.

A satisfactorily completed application consists of a correctly completed online application form submitted by Your adviser together with a signed client declaration, although We reserve the right to reject any application.

A valid Payment means the amount paid into Your Investment Portfolio and includes, as appropriate, single lump sum Payments, regular Payments or transfer payments (including asset transfers) from other product providers made into Your Investment Portfolio.

We will provide You with an acknowledgement once Your Investment Portfolio is open.

In opening Your Investment Portfolio You agree to Us making Your information regarding Your Investment Portfolio available online to You, Your adviser and Aviva.

In order to view this information online You will be required to provide Your email address.

2. Security

When Your Investment Portfolio is opened, We will issue You with a username and registration ID under separate cover so that You may set up a password and view Your Investment Portfolio online.

Our security procedures are intended to protect You. In addition to issuing You with a username and registration ID, We have other security procedures designed to prevent unauthorised disclosure of Your information. You must keep Your security details and password secret and not disclose them to any other person. You should take all reasonable steps to prevent disclosure of Your security details or password. We cannot be responsible for any losses You incur if You have not kept Your security details and password secret. You must tell Us as soon as possible if You think that someone else knows Your security details or password or if an unauthorised person is trying to access Your Investment Portfolio.

You must not permit any other person to access Your Investment Portfolio using Your username or password.

3. Trading

When dealing in Investments for You, We must be in receipt of a valid instruction from You or Your adviser as appropriate.

On receipt of a valid Payment with ambiguous or unclear Investment instructions, We reserve the right to hold the Payment in cash while We obtain clarification from You or Your adviser.

A valid instruction from Your adviser must be submitted online and will be deemed to be received by Us when a confirmation screen is displayed. A valid instruction from You should be submitted by post and will be deemed to be received when it is date stamped by Us. Some investments may not be allowed within Your Investment Portfolio. If You are in any doubt Your adviser can provide You with more details.

We will purchase Your chosen Investments for Your Investment Portfolio only when Your Payment(s) can be treated as cleared funds to You, Your adviser and Aviva. For cheques generally this will be three business days after receipt. For direct debits and immediate electronic payments this will be within one Business Day of the crediting of monies to Our bank account.

We collect regular Payments by direct debit on the date stated on Your online application. Payments can be made monthly, quarterly, half yearly or yearly and will be collected on the agreed date each time. It should be noted that it will take Us up to 5 working days to set up the direct debit following receipt of Your signed mandate.

If the means of payment is dishonoured, then any Investment made with such a Payment will be cancelled and We reserve the right to deduct any shortfall from Your Investment Portfolio (if any).

We will not apply any discretion when dealing on Your behalf nor accept liability for any losses, direct or consequential, which You may realise as a result of the investment decisions made by You in conjunction with Your adviser. You are therefore advised to seek appropriate professional advice prior to entering into any transactions.

Sale transactions are subject to minimum residual holdings as set out in the Withdrawals section. Sale proceeds are held in cash in Your Investment Portfolio where You have instructed Us to sell but have not given Us instructions to reinvest, withdraw or close Your Investment Portfolio.

Where We receive an instruction which is unclear or ambiguous in nature, We reserve the right to take no action until We have received clarification from You or Your adviser. If We receive a payment which does not enable Us to identify You, Your Investment Portfolio or Your adviser then this may be returned without processing to the issuing institution.

(i) Trading Funds (except Structured Funds)

When trading for You, deals may be aggregated with those of other investors because We reasonably believe that such aggregation will work to Your advantage. On occasions, aggregation may work to your disadvantage. Where aggregation results in a small amount of cash that cannot be reasonably allocated to individual investors We will move the money to Our own bank account and pay it to Our chosen charity annually. If aggregation results in a small asset holding that cannot be reasonably allocated to individual investors We, as agent, will sell the asset and pay the proceeds to Our chosen charity annually.

Aggregation may result in a Dilution Levy being triggered. This is usually no greater than 1% of trade value.

Following receipt of cleared funds or in relation to switches, a valid online sale or purchase order, trades may be aggregated with those of other investors. We will normally aggregate trades as appropriate on each Business Day and then pass these to the relevant Fund manager(s). These will then be executed in accordance with each Fund manager's execution policy. For some funds the next available valuation point may be later than one Business Day following aggregation.

Some Funds may have a minimum trade value. If a trade is placed for less than this amount, the trade may be held as pending until We receive further trades that meet this minimum amount from You or other investors. We reserve the right to reject the trade if the minimum trading amounts are not achieved. Your adviser has details of the minimum trading amounts.

When investing in Funds We will purchase the share class that You select.

(ii) Trading Equities

When You transact in Equities, only whole shares may be transacted. Any residual cash will remain in Your Investment Portfolio.

All orders for Equities will be forwarded directly to Our nominated stockbroker as We receive and process them. It may be a policy of Our nominated stockbroker that orders will be aggregated. This means that the price of securities may rise or fall in the period between the receipt of Your order and the time it is actioned.

Currently, trades placed online are submitted to Our nominated stockbroker three times a day. Further details are available on request.

In relation to the aggregation of Equities, specific events could include:

- Trades becoming outside normal market size resulting in a price which is different to that which would have prevailed on a single deal.
- A delay between orders being placed with Us and then being placed in the market whilst bulking takes place, resulting in price movements which could be either favourable or unfavourable.
- Panel on Takeovers and Mergers levies being triggered for trades over £10,000.

When dealing with Equities, We may accept Limit Orders where You place limits on the price You are prepared to accept for a deal, provided that the order is above any minimum level We set from time to time. Any such order will be valid for a maximum of 10 days. We will use reasonable endeavours to execute Your Limit Order.

Unless otherwise specified in the buy order, We will automatically buy ordinary shares.

All orders and valuations will be in Sterling only. Overseas securities will not be offered but if inadvertently acquired, for example, as a result of a corporate action will be sold and the proceeds, in Sterling, will be paid into Your Cash Account at the earliest reasonable opportunity.

Settlement of Equities transactions will usually be undertaken via CREST. Each transaction will be due for settlement in full on the Settlement Date, which will be three Business Days after transaction date.

We will allow Our Nominated Broker to hold Your client money in the course of settling purchases or sales You have instructed Us to carry out or in receiving income due to You.

All exchange transactions will be subject to the rules, regulations, customs and market practice of the London Stock Exchange on which the transaction is being dealt and all applicable regulations will be binding on You.

There may be minimum trading amounts for trading in Equities, so please refer to the Investment Portfolio customer guide (LF10084).

(iii) Trading Structured Products

When purchasing Structured Products for You We will place the amount You wish to invest in the Structured Product in Your Cash Account until the end of the offer period. At the end of the offer period, We will place Your trade, along with those of other investors, with the Structured Product supplier.

If You subsequently decide not to invest then You must inform Us before the end of the offer period. As no trade will have been placed, the amount You wanted to invest will remain in Your Cash Account.

Structured Products may have a minimum trade value and this may vary per product and/or per provider. Details of this will be shown in the provider's literature unless otherwise stated.

When dealing on Your behalf, deals will be aggregated with those of other investors. The Structured Product provider will purchase the assets on the strike date, which means that any reference to any investment interest, including Early Bird interest shown in the Structured Product provider's literature, will not apply to You.

Structured Products often have different options, such as collateralisation or income payment frequency. These options will not be made available to You. Aviva will select these options at outset.

In the event of the Structured Product being oversubscribed or no longer offered, Your original investment amount will remain in Your Cash Account. For more information on how Structured Products work on the Aviva Platform please refer to the Aviva Guide to Structured Products (LF10049).

(iv) Trading Structured Funds

When trading in Structured Funds for You We will place the amount You wish to invest in the Structured Funds in Your Cash Account until the end of the offer period for that Structured Fund. At the end of the offer period, We will place Your trade, along with those of other investors, with the Structured Fund supplier.

If You decide not to invest, You can cancel in accordance with section 19 (Cancellation) below. If You inform Us before the end of the offer period, as no trade will have been placed with the Structured Fund supplier, the amount You wanted to invest will remain in Your Cash Account. If You inform Us after the end of the offer period, the amount You get back will depend on the type of Structured Fund You were invested in and You may not get back the amount You initially invested.

Structured Funds may have a minimum trade value and this may vary per product and/or provider. Details of this will be shown in the Fund Provider's literature unless otherwise stated.

When dealing on Your behalf, deals will be aggregated with those of other investors. Assets will be purchased by the Structured Fund provider on the strike date.

In the event of the Structured Fund being oversubscribed or no longer offered, Your original investment amount will remain in Your Cash Account. For more information, please refer to Our website, where You will find key product literature relating to the Structured Funds We have available.

(v) Switching

You may instruct Us to sell units/shares in an Investment(s) and reinvest the proceeds in another Investment(s). This facility will not be available for Structured Funds or Structured Products in Your Investment Portfolio. On receipt of Your instructions, Your adviser will instigate the sale of the specified units/shares followed by the purchase of the specified new units/shares.

Please note that purchase orders will be placed once all sale prices have been confirmed to Us by the relevant Fund manager. There may therefore be incidences where You are disinvested for a period and subject to potentially adverse market movements.

There are no additional Aviva or Fund manager charges levied for switching other than the standard Fund manager charges associated with the buying and selling of units/ shares. Details of these charges can be found on the Fund fact sheets on Our website.

(vi) Best execution

When dealing with Your order to buy or sell Investments, We will use all reasonable endeavours to achieve the best possible result for You under the circumstances.

In respect of orders relating to Funds and Structured Funds, the only method available for dealing with most of these in practice is to transmit them to the Provider of Your chosen Fund/Structured Fund. Therefore the Fund provider (or their agent) is the only Execution Venue that will be used. Regulations require Us to consider various execution factors in deciding how best to execute Your order. These include price, cost, speed, likelihood of execution and settlement, size, nature and other relevant matters. Normally We would consider price to be the most important factor. However, for Investments in Funds, Structured Funds and Structured Products, there will only be one Execution Venue that We can use in practice to deal with Your order and there will only ever be one price; the price of the underlying assets.

In respect of orders relating to Investments in Equities, when dealing with an order to buy or sell equity shares, We send Your order to Our nominated stockbroker, who has arrangements in place to provide Us with the best possible result in terms of the price and other relevant factors that they can achieve under the circumstances. We use Our nominated stockbroker for this purpose, as We believe this helps Us obtain value for money for Our clients.

We will monitor the effectiveness of Our best execution policy and arrangements to ensure that We continue to obtain the best possible result for You. We will notify You of any material changes to Our policy and arrangements where they are relevant to You.

Please note that Our best execution policy does not apply when a specific instruction is given as to how orders should be dealt with. This may prevent Us from taking steps designed to obtain the best possible result for You.

4. Investment Profiles and Portfolio Rebalancing

When You invest through Your Investment Portfolio, Your adviser may create one or more Investment Profiles. This Investment Profile records the Investments You have selected in their set proportions. Subsequent Payments are invested in accordance with the Investment Profile unless You or Your adviser inform Us otherwise.

Over time, as a result of varying investment performance, the proportions of Investments in Your Investment Portfolio will change in relation to Your Investment Profile. You or Your adviser may ask Us at any time to rebalance Investments in line with Your Investment Profile(s). This will involve switching – please see section 3 (v) for details.

You or Your adviser may also instruct Us to automatically rebalance Your portfolio at a frequency You or Your adviser specify.

It is not possible to hold a Structured Product or Structured Funds in an Investment Profile.

5. Transfers

In the case of transfers from another product provider, Your Investment Portfolio will not be opened until transfer proceeds or assets have been received. It should be noted that whilst there is a large range of Investments available there may be occasions when a particular Investment cannot be accepted.

Where transfers between different portfolios on the Aviva Platform are permitted, We reserve the right to enforce a minimum transfer amount. For details of the current minimum transfer amounts, please refer to the specific Portfolio customer guide.

It is not possible to transfer, Structured Products or Structured Funds either into or out of Your Investment Portfolio. As Structured Products or Structured Funds are fixed term investments, if You withdraw before the end of the fixed term then the current market value of the plan, which may be significantly less than the amount You originally invested, will be returned to Your Cash Account.

6. Ownership of Investments, voting and documentation

Investments purchased for You will be held by a Custodian but will be registered in the name of a Nominee Company. Such a Nominee Company may or may not be authorised under the Financial Services and Markets Act 2000 but We take full responsibility for the acts and omissions of these companies.

Investments in Your Investment Portfolio are registered together with Investments of other Aviva Platform investors. As a result, those in Your Investment Portfolio may not necessarily be immediately identifiable by separate certificates, other physical documents or electronic records. No voting rights will be exercised on Your behalf for any of Your Investments. This means that where an Investment is subject to a corporate action, the decision taken by other eligible shareholders will be aggregated across all Aviva Platform customers. We will write to Your adviser to inform them of any corporate actions and will also contact You if it is necessary for You to take any action.

In the unlikely event of default by any Custodian, any shortfall in Investments may be shared pro-rata amongst investors.

Copies of a Fund's interim and annual Reports and Accounts, Prospectus or other similar material are available via Our website.

Literature relating to specific Structured Products can usually be found on the Structured Product provider's website. Key literature relating to specific Structured Funds can usually be found on Our website.

In the event of a holding being subject to an elective corporate action We will endeavour to process the event as per Your wishes. In such instances We will contact You and Your adviser with the details of the corporate action and request for written instructions. Please note that when returning Your written response, it must be directed to the address or fax number detailed within Your corporate action letter. Where no such instruction is received within the specified time limits We will allow any accumulated rights to lapse and will not be held liable for any losses, direct or indirect, which may subsequently arise.

All Equities We buy for You are acquired with all benefits attached and We will claim for You any dividends to which You are entitled, from the counterparty (that is, the person selling the Equities) to the transaction. We will always apply the cash sums to Your Cash Account of Your Investment Portfolio. These payments will be listed in Your regular statements.

Any certificates or other documents evidencing title will not be lent to third parties or used as security for borrowing. They will be held by Us or to Our order in safe custody.

From time to time You may be advised of changes applicable to Equities or Funds that You hold within Your Investment Portfolio, for example, rights issues and fund name changes. While We will endeavour to provide You with sufficient time to consider and respond, the time within which You have to communicate Your response may be limited and is out of Our control. In extreme circumstances this may mean that You are unable to respond within the timescales provided.

7. Cash

(i) Cash Account – general

The Investment Portfolio has a Cash Account. Cash within Your Investment Portfolio will be held in one or more interest bearing client money trust account(s) with National Westminster Bank plc (“NatWest”) and/or any other account provider that We may reasonably decide. This cash will be held in accordance with the FCA client money rules, as amended from time to time. The interest rate payable is variable. The interest rate applicable when You open Your Investment Portfolio will be detailed in Your illustration. After this, You can find out the Cash Account’s current interest rate in the latest version of the Investment Portfolio Key Features document (LF01010) which is available from Your adviser or by contacting Us using the details on Our website. Interest will be credited to Your Cash Account monthly on or around the 26th of each month.

We calculate interest based on Your Cash Account balance. If the amount We actually receive from the Bank is less than We’ve calculated, We will pay You the difference. However, if the amount We receive from the Bank is higher than We’ve calculated, We will keep the excess and it will not be paid to Your Cash Account and will not be Your money.

Although very unlikely, it’s possible We could make an administrative error. If this results in an underpayment or overpayment of interest, charges or rebates to Your account, We will take all reasonable steps to rectify this. We’ll rectify the error by making an additional payment to the relevant product Cash Account or a deduction from the relevant product Cash Account. We reserve the right not to make an adjustment where the underpayment or overpayment resulting from a single error is less than £10. This is because We will incur administrative costs by making an adjustment.

The Cash Account should not be seen as a long-term investment and customers should not look to hold uninvested monies in the Cash Account on a regular basis or for any prolonged time period.

(ii) Cash Account – balances

All cleared payments, except for payments which consist of real assets, will be initially credited to Your Cash Account. Cash may also be credited to this account by Us, for example by way of distribution payments or interest payments, income, or if investments are sold without making further purchases.

We strongly recommend that You and Your adviser regularly review the balance of Your Cash Account. This is especially important if You are invested in, or decide to invest in assets which can’t easily be liquidated in order to ensure Your Cash Account has sufficient funds to pay any charge(s) and, or make any payment(s) to You. The balance of Your Cash Account will be shown on Your account statements.

(iii) Cash Account – transactions

We will take all Our charges from Your Cash Account. Any adviser charges You agree with Your adviser will also be taken from Your Cash Account – see section 10. If there is insufficient cash in Your Cash Account to cover the payment(s) of any charge(s) due or to make any regular payment(s) to You, We will automatically disinvest the required amount in line with the Fund Investment proportions.

We will always use the cash available in Your Cash Account to pay any charges, and, or make payments to You, before automatically disinvesting, however We will not use any monies which have been ring-fenced for investing in Structured Products or Structured Funds. We will not automatically disinvest Equities, Structured Products or Structured Funds without specific instructions from You. Funds known to be in deferment or suspension, and Structured Products and Structured Funds are not included within the automatic disinvestment process.

Deductions that We are obliged to make in the administration of Your Investment Portfolio as required by relevant tax legislation or other Regulation will be accounted for and reflected in Your statement.

(iv) Unidentified cash

If We receive a Payment and We are not provided with sufficient information to identify that this is intended to be for Your benefit then this may be returned to the payer.

8. Income

We will collect income in respect of Investments in Funds held in Your Investment Portfolio and credit the same to the Cash Account within Your Investment Portfolio. Income may include distributions from Funds and dividends from Equities. Income payable from a Structured Product or Structured Fund, if any, will be paid into Your Cash Account at a frequency determined by Aviva. This frequency will be at least annually.

Any income arising which is not withdrawn by You will remain in Your Investment Portfolio unless We receive instructions from You either to invest or to rebalance Your Investment Portfolio.

9. Withdrawals

You may make withdrawals from Your Investment Portfolio, unless this is not permitted by law or Regulation.

Structured Products and Structured Funds are fixed term investments. For Structured Products and Structured Funds available through Investment Portfolio it is not possible to take partial withdrawals. If You wish to withdraw monies before the end of the fixed term then You must notify Us and the full Investment will need to be encashed. The amount You receive back will depend on the type of Structured Product or Structured Fund You were invested in, and You may not get back the amount You initially invested.

Some Structured Products and Structured Funds have a “kick out” feature, which means that they can end early if the underlying index performs well. These products are only likely to be suitable if customers can afford to be flexible on the timing of product returns.

For some Funds, Structured Products or Structured Funds, it may not be possible to withdraw Your Investment on every Business Day as they may have different trading frequencies.

This could mean that You may not receive Your withdrawal proceeds straight away. Details of the withdrawal process can be found in the Fund, Structured Fund or Structured Product provider’s literature.

Where permitted You may withdraw some or all of any cash balance in Your Investment Portfolio at any time by sending Us a signed written instruction to do so.

The minimum amount that can be withdrawn is shown within the Investment Portfolio customer guide (LF10084). You can also opt for regular withdrawals.

The remaining balance in Your Investment Portfolio after any withdrawal must be at least £250. We reserve the right not to accept a withdrawal instruction that would take Your Investment Portfolio balance below £250. In the event that Your Investment Portfolio balance is less than £250, We may contact You to request further Funds, or instructions relating to the closure of Your Investment Portfolio.

Payment of withdrawal proceeds will be made to You, or to another authorised third party, by direct credit. We may deduct from any amount payable to You any outstanding charges due.

Where a sale amount has been defined in cash the number of units/shares deducted from a portfolio will be rounded up so as to ensure the cash amount requested is met. This may result in more cash than requested being generated.

10. Charges

The following charges are applied to Your Investment Portfolio and may be taken by any of the companies included within the “Us/ We/Our” definition of these Terms and Conditions.

We may vary the charges 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, or
- 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 Your Investment Portfolio.

When We receive notification of Your death, all charges will cease.

We will notify You at least 30 days before the change has any effect on You.

(i) Aviva charge

- This is deducted in monthly instalments, and is calculated at the start of each calendar month as a percentage of the average value of Your Investment Portfolio during the preceding calendar month.

(ii) Transfers

Transfers from other product providers are treated as Payments and therefore incur Investment charges.

Certain Fund managers may charge a fee for re-registering assets and such charge may be paid by cheque or by selling Funds to raise the appropriate amount.

Transfers between different portfolios on the Aviva Platform do not incur charges, where they are permitted.

For Equities Our nominated stockbroker will charge a flat rate per stock transfer. Please refer to the Investment Portfolio Client Guide (LF10085).

(iii) Adviser charge

- Initial Adviser Charge – We will deduct any initial adviser charge You have agreed with Your adviser from Your Payment(s) before We invest them on Your behalf.
- Ongoing Adviser Charge – We will deduct any ongoing adviser charge You have agreed with Your adviser from Your Investment Portfolio and will pay it to Your adviser. If the amount You have agreed is a percentage of Your Investment Portfolio then this will be calculated based on the daily value of Your Investment Portfolio.

Where You've instructed Us to pay an Adviser Charge, then as soon as We take the money from Your Cash Account to pay Your financial adviser, this is no longer Your money and it becomes due and payable by Us to Your financial adviser. We will only facilitate payment of these charges once You have sufficient cleared cash in Your Cash Account.

(iv) Collection of charges

Charges are deducted from the Cash Account within Your Investment Portfolio. Charges are calculated based on daily valuations.

It is Your responsibility to ensure that there is sufficient cash in Your Investment Portfolio, to meet charges.

(v) Charges for excessive transaction levels

We reserve the right to make a reasonable charge for linked sell and buy transactions and for rebalancing Your Portfolio. We would only normally do so if We deem the number of transactions in any 12 month period to be excessive. Any charge would proportionately reflect the additional administration costs We suffer. We will tell You before We make these charges.

(vi) Discretionary fund manager charge (managed portfolio service charge)

You may have agreed with Your adviser to use a discretionary fund manager (DFM) to manage Your investments. There may be an additional charge for this. Any charge will be documented on Your illustration and shown on Your transaction history as a 'managed portfolio service charge'. The charge will be agreed between You, Your adviser and Your DFM.

11. Other charges

It is market practice for Fund managers to impose charges for buying and selling units/shares in their Funds and to impose their own annual management charges. Wherever possible, We will attempt to secure discounted initial and annual management charges from Fund managers. See the Investment provider rebates in section 13.

Details of the Fund managers' standard charges, as well as any discounts available through Us, are set out in the Fund fact sheets available through the website.

There are also other expenses which Fund managers deduct from their Funds such as registrar's charges, trustee/ depository charges, audit charges and stamp duty reserve tax (SDRT). SDRT is applied to surrenders of units/shares. It is technically a liability of the trustee/depository of each Fund but in practice it will be covered by a charge to the Fund.

In addition, Fund managers may impose a Dilution Levy to share out the costs incurred when a need to deal in underlying assets is triggered by investor purchases or redemptions of Fund units/shares. This may also apply to Structured Funds. This is to prevent these costs diluting the value of units/shares held by continuing investors. Any charge arising from a Dilution Levy being applied will either be reflected in the offer price of the units or be applied as a levy to the amount invested or disinvested.

Any Dilution Levies imposed will be shared across all investors constituting that particular transaction.

The dealing price given to Our nominee account by a Fund manager will be used to calculate Your sale proceeds or purchase cost. Please note, this price may be higher or lower than the published price.

For trading in Equities, Our nominated stockbroker will charge a fee per trade. In addition, any Stamp Duty Reserve Tax (SDRT) and London Stock Exchange (LSE) charges are passed on to You, as are charges levied by the Panel of Takeovers and Mergers (PTM). For further information on these charges, please contact Your Adviser or HM Revenue & Customs.

For Structured Products and Structured Funds, the provider may take an initial charge from the amount We invest on Your behalf. Please see the Structured Product or Structured Fund provider's guide for details. Structured Products and Structured Funds may have an ongoing charge taken by the provider. For more details please see the provider's literature. The value of the Structured Product or Structured Fund is included in calculating Our Aviva charge.

12. Taxation

(i) Taxation on Your Investment Portfolio

This information on taxation is for Your information only and does not form part of Your Terms & Conditions. It is based on Our understanding of current legislation and is subject to change.

We have included some general taxation information below. If You are in any doubt as to Your tax position, You should seek professional advice.

(ii) UK dividends and interest distributions

Income paid or accumulated as a dividend distribution attracts a non-reclaimable tax credit of 10% (subject to certain conditions where the paying company is not UK resident). Starting rate and basic rate tax payers will have no further liability to tax. Higher rate tax payers will have further tax to pay, on the net dividend distribution. Additional rate taxpayers will have further tax to pay on the net dividend distribution.

Bond and cash Funds generally pay interest distributions and these are subject to deduction of Income Tax at the basic rate. UK resident individuals and certain other unit/share holders liable to UK Income Tax will be taxed on the sum of their gross distributions received during the relevant Tax Year. They will be entitled to use the Income Tax withheld as a credit against their UK Income Tax liability. The tax deducted at source will satisfy the liability of basic rate taxpayers to tax on the income. Higher and additional rate taxpayers will have additional tax to pay on the net interest distribution. If the total income of the unit/share holder is less than his or her personal allowance, the tax deducted may be reclaimed from HM Revenue & Customs.

Tax statements issued to investors in association with both dividend distributions/accumulations and interest distributions/accumulations should be retained by investors to assist in the completion of any tax return.

(iii) Equalisation

After an Investment has been made in a Fund, the first distribution of income includes an element of Equalisation, i.e. the amount of any undistributed income already included in the price of the units/shares at the time of investment. This is treated as a return of capital for tax purposes, is not subject to income tax and so does not carry a tax credit or deduction of income tax.

(iv) VAT

All charges which You pay to Us, or which We collect from Your adviser, will include any VAT that may be applicable. Please note this is based on Our understanding of current legislation and is subject to change.

(v) Interest on cash balances

Interest earned on cash balances in the Cash Account in the Investment Portfolio is paid net of basic rate income tax.

(vi) Capital Gains Tax

If You sell or dispose of Investments in Your Investment Portfolio, this will constitute a capital gains tax chargeable event.

However if Your total chargeable gains in a Tax Year, after deducting allowable losses, are less than the annual exemption, there is no tax to pay. You must also inform Us if You cease to be resident in the UK for tax purposes.

Any tax deducted from Your Cash Account is paid by Us to HM Revenue & Customs. As a result, the money deducted is no longer Your money and it is due and payable by Us to HM Revenue & Customs.

13. Investment provider rebates

Aviva has negotiated discounts on the annual management charges on some Funds. These rebates are received in the form of a refund of the annual management charge. They are paid to Aviva by the Fund manager at varying intervals. This can be monthly, quarterly, twice yearly or in some cases yearly.

This rebate is shown in the form of an Aviva discounted annual management charge and is calculated as the Fund managers' standard annual management charge minus the Aviva discounted annual management charge. Rebates are paid net of basic rate income tax.

Rebates due for periods up to, but not including, 6 April 2014 will be paid to Us by the Fund manager in cash, which We will credit to the Cash Account within Your Investment Portfolio.

For rebates due from 6 April 2014, We'll apply the rebates as additional Fund units into Your Investment Portfolio, apart from in the following instances:

- 1) Where You have moved all Your investment out of the Fund to which the rebate relates, or You have an order to sell out of that Fund.
- 2) The rebate paid to You across all portfolios held under the Aviva Platform is less than £1 per calendar month per Fund.
- 3) The Fund to which the rebate relates is closed, suspended or has any other status which means units cannot be ordered.

In these instances We'll pay cash rebates and credit the rebate to the Cash Account within Your Investment Portfolio.

Any rebates You receive in additional units into Your Investment Portfolio will be reflected in Your statement which will specify the rebate amount, the number of units purchased, the unit price and the date the units were bought.

(i) Payment of cash rebates

Once the rebates have been paid to Aviva in cash by the Fund manager, We will credit the rebate to the Cash Account within Your Investment Portfolio. These payments will be made at the same interval as the Fund managers make payments to Aviva and so are dependent on Us receiving the rebate from the Fund manager.

(ii) Payment of unit rebates

Following receipt of the rebates which are to be paid to Aviva in cash by the Fund manager, Aviva will place a deal with the Fund manager on Your behalf for units to be bought in the Fund reflecting the equivalent cash amount of the rebate due. The order for units will be placed with the Fund manager in accordance with Clause 3 (i) (Trading Funds) of these Terms and Conditions.

Any delay in receiving the rebate from the Fund manager will result in a delay in Us making the payment to Your Investment Portfolio.

Details of Investment Funds and their charges can be found in the relevant Fund factsheets.

14. Administration of Your Investment Portfolio

(i) Confirmations of transactions

We will provide You with details of transactions on Your Investment Portfolio.

We will provide You with online confirmations for Your initial purchase of Investments, sale of Investments and re-investments once the transaction has been completed. We will not provide confirmations for every sale and purchase where automatic disinvestments are made to meet charges. A summary of such transactions will be reflected in Your statement. Detailed transaction information can be viewed online.

(ii) Periodic statements

Statements will be issued six-monthly. These will set out the value of Your Investment Portfolio, including valuations of each Investment and a summary of transactions in Your Investment Portfolio since the last statement date. Detailed transaction information can be viewed online.

(iii) Valuations

We will value Investments in Your Investment Portfolio as follows:

We will value Funds at the end of each Business Day using the most recent price available from the Fund manager.

You should be aware that if You want to buy or sell holdings in a Fund, these prices will not necessarily be the dealing prices as most Funds are priced on a forward basis. This means that the price for a sale or purchase transaction is that calculated at the valuation point after the transaction has been placed with the Fund manager.

You should be aware that if a transaction instruction is given in cash terms the actual amount You receive may be more or less than that stipulated.

For Equities, prices will be sourced from a single data vendor and updated once a day using market close prices.

Structured Products, Funds and Structured Funds may have different valuation frequencies; details will be provided in the Fund, Structured Product or Structured Fund provider's literature.

(iv) Statements and confirmations

Statements and online confirmations will be provided to You and Your adviser.

(v) Private Investment Portfolio

The Private Investment Portfolio provides Your adviser with the facility to record Your private assets and liabilities within Your Investment Portfolio.

Where You have chosen to list private assets in a Private Investment Portfolio, the details of these are Your responsibility. We do not value such assets and We have no liability for the accuracy of these details.

(vi) Power of Attorney

Please note that We are unable to accept applications signed by the prospective client's attorney unless they are accompanied by a correctly certified and, where applicable, correctly registered Power of Attorney document.

(vii) Pricing errors

In rare cases, errors may arise in the valuation of, or transactions within Your Investment Portfolio. These errors may occur as a result of Our actions, or those of a third party such as a Fund manager or Our nominated stockbroker.

If We are responsible for the error, We will place You back in the position You would have been in had the error not occurred in accordance with applicable regulations. Where, due to circumstances beyond Our control, We are unable to do this, We will make suitable arrangements to compensate, which may be by way of a one off ex-gratia payment.

If the error has occurred due to the actions of a third party, although We do not accept responsibility for such errors, We will take reasonable steps to seek payment of compensation from the third party concerned on Your behalf.

(viii) Fund closure/suspension or deferment

In the event that a Fund manager closes or otherwise makes Funds unavailable or We are unable to continue administering Investments in a Fund and this affects You, We will, where possible, notify You or Your adviser and request reinvestment instructions 30 days in advance. We will do this unless external factors beyond Our control mean that only a shorter notice period is possible. We reserve the right to move all assets held within the affected Fund to cash pending reinvestment instructions from You or Your advisers. We will not be held liable for losses You may incur as a result of this action or whilst awaiting reinvestment instructions.

(ix) Fund suspension/deferment

In the event that a Fund manager suspends or defers dealing in a Fund and this affects You, We may delay any transaction requests You make to Us until such time that the Fund manager removes the deferment or suspension.

(x) Counterparty default

Capital is at risk if the underlying financial institution fails or becomes insolvent. For counterparty default relating to Structured Funds and Structured Products, please refer to the Structured Product or Structured Fund provider's literature for full information.

15. Closing Your Portfolio

You may instruct Us to close Your Investment Portfolio at any time. Please note that You may get back less than the amount You initially invested if You do so.

When closing Your Investment Portfolio We will deduct outstanding charges due.

Where sums are due and payable We will make all reasonable efforts to contact You to effect the payment. If We are unable to contact You the Funds will remain in an interest bearing client account and continue to be treated in accordance with the client money rules.

We reserve the right to retain any interest, tax reclaims or dividends received following the closure of Your Investment Portfolio where such amounts are less than £5.00.

Upon closure of Your Investment Portfolio Your regular Payments will cease.

On closing Your Investment Portfolio We will sell all Investments held and forward to You the proceeds together with any cash held in the Product Portfolio less any charges and/or deductions that may be due to Us.

(i) Death

Where You are the sole investor, in the event of Your death, We will await instructions from the personal representatives of Your estate before disinvesting other than where automatic disinvestment is required to pay for charges. No further trading or switching will be allowed. The values of the investments will be those that apply at the date of disinvestment. No payment will be made until all Our reasonable requirements have been met. Where there are joint investors, Your Investment Portfolio will continue in the name of the surviving investor.

(ii) Business in hand

Closing Your Investment Portfolio does not affect any transaction initiated before the closure began. These terms continue to apply until We complete all outstanding transactions or meet all liabilities.

(iii) Taxation

You should be aware that closure of Your portfolio could have tax implications. Please consult Your adviser to determine any tax liabilities relating to Your individual circumstances.

16. Communication

You may communicate with Us in writing, by telephone or by email, although We may require certain instructions to be given to Us through a specific medium.

For Your own protection and also for Our own training purposes, telephone calls may be recorded.

You must give Us any information We reasonably request to be able to provide the services for Your Investment Portfolio. For example, You must notify Us of any change in Your postal address.

We may accept instructions from either You or Your adviser, where Your adviser has been properly authorised to give such instructions.

17. Website

Our website will normally be available for access 08:00 – 22:00, 7 days a week. There may be occasions, however, when this is not possible. For example, if We suspend services for repair, maintenance, or for reasons beyond Our control. The website is designed to support a number of leading software applications. In the event that You are unable to access the website You can contact Us by telephone on any Business Day on 0845 075 6655.

Investment data is supplied to Us by third parties. All figures are in Sterling terms unless otherwise stated and are based on the information supplied to Us and accepted in good faith. Whilst We make every effort to ensure the accuracy of information posted on Our website and communicated to clients We cannot accept responsibility or be held liable for any inaccuracies or errors which may subsequently lead to loss.

18. Changes to Terms and Conditions

We may change these Terms and Conditions for any of the following reasons:

- To respond, in a proportionate manner, to changes in the way We administer investments/products of this type
- To respond, in a proportionate manner, to changes in technology or general practice in the Life, Pensions and Investments 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 changes to these Terms and Conditions to be to Your advantage or 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 60 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.

19. Cancellation

We provide you with the ability to cancel Your Investment Portfolio. If You wish to cancel You must complete and return the Cancellation Notice (which we will send you when opening Your Investment Portfolio) to Us within 14 days of receipt. On receipt of Your Cancellation Notice We will return the original amount invested less any fall in market movement. If You don't exercise Your right to cancel within the specified timescales, Your Investment Portfolio will continue.

If You exercise Your Cancellation Notice and have invested in Structured Products or Structured Funds, You may not get back the full amount You invested.

Cancellation applies only when You make Your first Payment into an Investment Portfolio.

In the event of a cancellation notice being exercised in respect of a plan transfer You will have one of the three following options, subject to agreement by the relevant parties;

- Transfer the assets back to the original ceding provider. They are not obliged to accept this.
- Transfer the assets to a new provider.
- Instruct Us to convert the assets to cash for payment to You.

20. Liability

We will exercise due care and diligence in the management of Your Investment Portfolio.

Aviva or its associated companies will not be responsible for any loss of opportunity whereby the value of investments could have been increased, or for any decline in the value of investments or any taxation charges, unless such decline or loss or charge is the direct result of Our fraud, willful default or negligence.

We shall not be liable or have any responsibility for any loss or damage You incur or suffer as a result of any event or circumstance not reasonably within Our control including:

- Failure, interruption or delay in the performance of Our obligations resulting from the breakdown, failure or malfunction of any telecommunications or computer services;
- Industrial disputes;
- Failure of third parties to carry out their obligations;
- Acts of governmental or other similar authorities; or
- Terrorist acts.

Any news, prices, opinions and other information which We may provide to You is provided solely to enable You to make Your own Investment decisions and does not constitute personal Investment recommendations or advice.

We will only accept responsibility for losses where We are directly at fault.

21. Conflicts of Interest

Occasions can arise where Aviva Wrap UK Limited, Aviva plc group Companies, or their appointed officers, will have some form of interest in business which is being transacted.

If this happens, or the Aviva Group becomes aware that its interests, or those of its officers, conflict with Your interests, We will take all reasonable steps to manage that conflict of interest, in whatever manner is considered appropriate in the circumstance. This will be done in a way which ensures all customers are treated fairly and in accordance with proper standards of business.

Further details of Our conflicts of interest policy are available on request.

22. Termination

We may terminate Your Investment Portfolio on giving You written notice if:

- it becomes impossible to administer in accordance with any relevant Regulations.
- You are in breach of the Regulations or Legislation.

If We terminate Your Investment Portfolio We will complete any outstanding transactions and deduct any fees and charges. Termination of Your Investment Portfolio will be without prejudice to the settlement of any outstanding charges and the completion of any transactions already initiated; and will not affect any legal rights or obligations which may have already arisen or any provision of these Terms and Conditions which is expressly or by necessary implication intended to survive termination. On termination, We will promptly account to You for the proceeds of investments and cash held, save that We will be entitled to retain such investments and cash as may be required to settle transactions already initiated and any outstanding charges. Transaction charges calculated to the date of termination are payable to Us.

23. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

We will always write and speak to You in English.

24. Miscellaneous

- (i) Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
- (ii) Section headings and sub-headings have been inserted for convenience only and do not form part of the Terms and Conditions.
- (iii) These Terms and Conditions do not give any rights to any person other than You and Us. You and We may amend or cancel this agreement without reference to, or the consent of, any other person.

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