



TERMS OF BUSINESS FOR FIRMS

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Effective for all Applications received by Aviva on or after 1st June 2009

Please read these Terms of Business (the "**Agreement**") carefully.

References in the Agreement to "**Aviva**", "**we**", "**us**" or "**our**" shall mean each of the Aviva group companies listed at the end of the Agreement. Aviva Insurance Limited is included in the definition of Aviva in relation to private medical insurance contracts only.

References in this Agreement to "**you**" or "**your**" shall mean the party to this Agreement other than Aviva.

1. SCOPE

- 1.1 This Agreement sets out the terms on which we, Aviva, will accept Applications received from you on or after 1st June 2009.
- 1.2 In all your dealings with us in relation to the Business we will assume you are acting with the Customer's full authority at all times unless notified otherwise in writing. We do not act as your agent or as the agent of any Customer.
- 1.3 Nothing in this Agreement limits our discretion to decline an Application, offer different terms on which we accept Applications, withdraw Business, change Business or vary conditions on which Business is sold.
- 1.4 If you are a sole trader, partnership, limited liability partnership or company we will assume that the person giving instructions to us on your behalf has the authority to act for you but we reserve the right to ask for evidence of such authority or confirmation of instructions received.
- 1.5 If there is any conflict between the FSA Rules and this Agreement, the FSA Rules will take precedence.

2. DEFINITIONS

"**Act**" means the Financial Services and Markets Act 2000 as amended or re-enacted from time to time and all secondary legislation made thereunder;

"**Account**" means the commission account or accounts set up by us through which we credit or pay commission due to you;

"**Agreement**" means these Terms of Business for Firms;

"**Application**" means an application for new Business or an application to vary, amend or renew existing Business whether in exercise of a contractual right or not;

"**Appointed Representative**" has the meaning given in the Glossary forming part of the FSA Rules;

"**Business**" mean any of the private medical insurance contracts, Pure Protection Contracts, Designated Investments and Equity Release Transactions offered from time to time by Aviva.

"**Collective Investment Scheme**" has the meaning given in the Glossary forming part of the FSA Rules;

"**Confidential Information**" means information relating to our products or future product developments, personal data relating to Customers and employees of you or us and strategic business information concerning our or your future marketing and business plans;

“Customer” means a Person on whose behalf you act and who you have introduced to us on an advised or non-advised basis;

“Designated Investments” has the meaning given in the Glossary forming part of the FSA Rules;

“Electronic Services” has the meaning given in Clause 13 of this Agreement;

“Equity Release Transactions” has the meaning given in the Glossary forming part of the FSA Rules;

“Firm” means a “firm” or an “authorised professional firm” as defined in the Glossary of the FSA Rules. A Firm may be a sole trader, partnership, limited liability partnership or company;

“FSA” means the Financial Services Authority;

“FSA Rules” means the rules and guidance set out in the FSA’s Handbook of Rules and Guidance as in force from time to time including TCF principles;

“Generic Marketing” means the promotion and sale of Business or other products and or the promotion of our name or the name of any company in the Aviva group of companies without specifically targeting Customers. Generic Marketing includes advertising in any media or any direct mailing provided that contact details are not obtained directly from Customer details provided by you without your permission;

“Offshore Territory” means Bailiwick of Jersey, Bailiwick of Guernsey, the Isle of Man or Gibraltar;

“Person” means a natural or legal person;

“Policy Event” means an event that is directly or indirectly connected to Business that in our reasonable view should be communicated to relevant Customers. Policy Events include, but are not limited to, maturity of Business, product enhancements, information concerning application of policy conditions for relevant Business changes to legislation including taxation that may affect a Customer and changes to Aviva Plc’s corporate structure;

“Pure Protection Contracts” has the meaning given in the Glossary forming part of the FSA Rules;

“Regulations” means each law, enactment, order, regulation or rule which is applicable to the performance of the terms of this Agreement including where applicable, but not limited to, the Act and the FSA Rules.

“Service Provider” means a Firm or non-regulated firm that provides services to Firms that are members of the Service Provider’s network;

“TCF” means Treating Customers Fairly including the relevant FSA principles;

“Trusted Third Party” means a third party with whom we have entered into an agreement to provide access to Users of our Electronic Services;

“User” means any employee, partner, self employed consultant, sub-contractor or agent of yours who is granted access to use our Electronic Services.

3. AUTHORISATION

3.1 In order to submit Business to us through an Account, you will fall into one of the following categories:

- 3.1.1 you are a Firm and hold the appropriate FSA permissions, appropriate equivalent permissions under the regulatory regime of your host state and/or passporting rights for Business submitted; or
- 3.1.2 you are a Service Provider and your members are Firms who hold appropriate FSA permissions, appropriate equivalent permissions under the regulatory regime of a member's host state and/or passporting rights for Business submitted.
- 3.2 You will comply at all times with the Regulations applicable to you in relation to Business written pursuant to this Agreement including the FSA Rules.
- 3.3 If you appoint a Person to conduct Business pursuant to this Agreement, you understand and agree that we will not have any direct contractual relationship with them under this Agreement. You will be responsible at all times for the actions, omissions or breach of Regulations by such persons and you will procure their compliance with the terms of this Agreement as if directly binding on them.
- 3.4 We will carry out checks against your Firm status including FSA authorisation and the scope of your FSA permissions or if you are based in an Offshore Territory other applicable regulatory authorisations and permissions. We will not accept any Application that we believe to be outside your FSA permissions or other relevant permissions.
- 3.5 You will notify Aviva in writing if you cease to be authorised by FSA, the scope of your FSA permissions are changed or you are censured, fined or disciplined by the FSA for breach of FSA Rules and principles that could reasonably be viewed as relevant to the operation of these Terms of Business.
- 3.6 We will also carry out credit checks and we will not accept Applications if we have concerns about credit status.
- 3.7 Treating Customers Fairly: In accordance with regulatory requirements, we and you are committed to embedding TCF principles in your and our business. We place particular importance on ensuring that Business is written having due regard at all times to TCF. We will not accept Applications where we believe that there would be a breach of TCF obligations. In order to meet our TCF obligations we may from time to time request information from you concerning your approach to, and compliance with, TCF. You will endeavour to supply us with information requested within timescales that we reasonably request.
- 3.8 Unless otherwise agreed by us in writing, you have no authority to do any of the following:
 - 3.8.1 sign any document on our behalf;
 - 3.8.2 bind us to any contract with any third party;
 - 3.8.3 accept premiums or contributions for Business on our behalf or represent yourself as being entitled to do so.

4. COMMISSION

The following commission clauses reflect our current practices but we and you acknowledge that it will be necessary to issue amendments to, or replacement of, this Agreement to reflect the move to customer driven commission models.

Introduction

- 4.1 References in this Agreement to the following terms will have the meaning given below:
- 4.1.1 “**Initial Commission**” shall mean a payment or payments payable to you that relate to services you and a Customer have agreed will be provided by you to the Customer in relation to the submission of particular Business to us. It includes indemnity or non-indemnified commission payable as a lump sum or on a regular basis;
 - 4.1.2 “**Renewal Commission**” shall mean a payment or payments payable to you in respect of a Customer’s existing Business where you are providing ongoing services to such Customer;
 - 4.1.3 “**Commission**” generally shall mean both Initial Commission and Renewal Commission.

Where you are entitled to Commission payments such payment will not arise unless we have received the premium or contribution due for the Business from the Customer.

Payment

- 4.2 We will apply the FSA Rules in force from time to time relating to the payment and repayment of Commission under this Agreement.
- 4.3 Except in relation to Equity Release Transactions that are classified as home reversion plans, payments of Commission are inclusive of any applicable Value Added Tax (“VAT”) or any similar or replacement tax, duty, levy or impost. In the event that Insurance Premium Tax or any similar tax is applied to premiums for Business, Commission rates and payments will at our discretion be calculated on the net premium prior to imposition of the tax.
- 4.4 We will credit or pay you Initial Commission on Business submitted by you at rates advised to you from time to time if the following terms are met:
- 4.4.1 you have an Account with us; and
 - 4.4.2 Initial Commission is payable on the Business; and
 - 4.4.3 we have accepted risk in relation to an Application; and
 - 4.4.4 the Business remains in force on the date the Initial Commission payment or payments fall due.
- 4.5 We will credit and pay you Renewal Commission in the following circumstances:
- 4.5.1 the Business is of a type in relation to which Renewal Commission is payable and you have selected an appropriate commission option; and
 - 4.5.2 the Business in relation to which Renewal Commission is payable remains in force or is renewed and is in your Account; and
 - 4.5.3 at the time a Renewal Commission payment becomes due you are providing services to the Customer in respect of whom commission is being paid.
- 4.6 We will not pay interest for late payment of Commission in any circumstances.
- 4.7 Unless otherwise advised by us in writing, Initial Commission will not be paid to you in respect of a private medical insurance or income protection policy effected by a Customer of yours where such Customer has effected Business of the same type

with us in the previous 12 months. The provisions of this Clause 4.7 do not apply to separate new income protection “top up” policies issued to supplement existing income protection policies held with us.

Commission Options

- 4.8 Commission will be payable in accordance with any one or more commission options made available to you by Aviva from time to time.
- 4.9 For some Business you may, subject to our consent, elect to receive a reduced rate of Commission in return for Aviva enhancing benefits under particular policies.
- 4.10 At our absolute discretion Initial Commission may be paid on an indemnity basis. Payment of Initial Commission on an indemnity basis represents a discounted, advanced payment of commission that is earned over a period of months or years (the “**Indemnity Period**”).

Repayment of Commission

- 4.11 Commission is repayable in the following circumstances:
 - 4.11.1 in full if no premium is received for a policy in relation to which Commission has been paid; or
 - 4.11.2 in full if a policy is cancelled in the statutory or contractual cancellation period; or
 - 4.11.3 in full or in part if you receive more Commission than you are due, repayment being limited to the excess Commission payment; or
 - 4.11.4 in full or in part, where you have been notified by Aviva prior to Business being written of any other circumstances where commission is or could be repayable. Such notification may be set out in formal correspondence between you and us or it may appear in formal documentation issued by us from time to time to more fully detail the operation of commission options in relation to one or more types of Business.
- 4.12 In addition to the circumstances set out in Clause 4.11 above, Commission paid on an indemnity basis will be repayable if following the end of the statutory or contractual cancellation period, Business is cancelled or premiums are reduced. The amount due for repayment will, except for income protection policies and private medical insurance, be the present value of commission for the remaining Indemnity Period at the date the Business is cancelled or the premiums are reduced. For income protection policies and private medical insurance reclaims of commission will be the proportion of the indemnified commission that at the Date the Business is cancelled or the premiums are reduced remains unearned.
- 4.13 You will remain liable at all times for reclaims of Commission made by us in respect of Business submitted through your Account by you, your employees, self employed advisers, your Appointed Representatives, or where you have instructed us to redirect Commission due to you to a third party.
- 4.14 You will be liable to repay reclaimed Commission within 28 days of us notifying you of the amount due. If any monies remain owing to us at the end of the 28 day period, we will charge interest on the outstanding balance at the rate pursuant to Section 69 of the County Court Act 1984 (as varied from time to time) with such interest being chargeable with effect from the date that we notified you that the monies were due to us.

- 4.15 We reserve the right to offset any Commission or monies due to you against any debt, whether a Commission reclaim or not, that you owe to us or to any company that at any time is in the Aviva group of companies, the ultimate holding company of which is Aviva plc, and in respect of any one or more Accounts that you hold with us.

Changes to Commission

- 4.16 We reserve the right to amend the rates or basis of Commission, method of calculation or options for payment available to you at any time on five working days notice. Such changes will apply to Applications received by us after the date notified to you and for the purposes of this Clause Applications will include the payment by a Customer of additional premiums or contributions, whether or not selected at outset, to existing Business and the inclusion of new members to group life, pension, private medical insurance and income protection schemes.
- 4.17 If we agree to pay you Commission on an indemnity basis, we reserve the right at any time up to the payment of Commission to switch payment of Commission to non-indemnity commission on a case by case basis, in relation to a type of Business or all types of Business.
- 4.18 Commission will be paid on a non-indemnity basis where Business is effected by you or by your advisers for you or your advisers own benefit.

Ceasing to Pay Commission

- 4.19 We reserve the right to cease paying Commission of whatever type in relation to all Business or in respect of certain types of Business or particular Business in the following circumstances:
- (i) you or we terminate this Agreement in accordance with Clause 8 below; or
 - (ii) you cease to be the adviser to the Customer due to an Account Transfer as defined in Clause 4.20 below; or
 - (iii) we have concerns regarding the authority of a partner, director, member or other representative of yours to represent you or to give us instructions with regard to the operation of your Account; or
 - (iv) business is submitted to us in breach of Regulations including TCF or your FSA authorisation and permissions; or
 - (v) if there are material changes in your legal identity or constitution; or
 - (vi) if you or any of your directors, partners or principals have been charged with, or convicted of, an offence involving fraud or dishonesty, or
 - (vii) a Customer advises us in writing to cease payment of Renewal Commission in respect of his or her Business and you have agreed with the Customer that such Renewal Commission should cease or the Customer can provide evidence of a court order, arbitration decision or financial services ombudsman decision to this effect.

Account Transfers

- 4.20 For the purposes of this Agreement an “**Account Transfer**” is the transfer of some or all Business from an Account of a Firm to an Account of another Firm.

- 4.21 On transferring Business from your Account following your request for an Account Transfer no further Commission will be payable to you in respect of Business transferred.
- 4.22 If another Firm requests an Account Transfer from your Account to its Account we will only arrange an Account Transfer if you have agreed in writing to such a transfer.
- 4.23 Where a Customer requests that his or her Business in your Account be transferred to another Firm's Account we reserve the right to act upon the Customer's instruction even where this may be contrary to your instructions to us.
- 4.24 Where you request an Account Transfer to your Account we will only consider making an Account Transfer if the transferring Firm consents and you agree to accept liability for any unearned indemnity Commission paid on the Business transferred.
- 4.25 We reserve the right to refuse an Account Transfer request or alternatively we may apply such conditions as we believe appropriate to an Account Transfer.

Commission Statements

- 4.26 We will provide you with Commission statements. If you request additional copies of written statements provided to you, we reserve the right to make a reasonable charge for such copies.
- 4.27 We will investigate any Commission queries that you bring to our attention as soon as reasonably practicable.

Method of Payment

- 4.28 We may defer payment of Commission until such minimum amount as we may decide is due to you. Commission may be payable monthly or weekly ("Commission Period") by BACS or such other methods as we may determine from time to time.
- 4.29 If you hold more than one Account with us, we reserve the right to aggregate Commission payments due and Commission reclaims made on your Accounts during the Commission Periods. If at the end of a Commission Period the aggregate amount is a credit we will, subject to Clause 4.27 above, pay you the credit balance in one payment. If the aggregate amount is a debit you will repay us the debit balance in accordance with Clause 4.13 above.
- 4.30 If you hold more than one Account with us we reserve the right to align Commission Periods for some or all of the Accounts to enable aggregation as described in Clause 4.29 above.

Disclosure

- 4.31 You will act in accordance with the Regulations in respect of the disclosure of commission and other prescribed information to your Customers. We will comply with our regulatory obligations which may include providing Customers with details of commission payable to you.

5. CUSTOMER CONTACT

- 5.1 We reserve the right to contact Customers in the following circumstances:
 - 5.1.1 to carry out research into purchasing preferences, attitude to risk and product performance, service expectations, attitudes and opinions to government and regulatory initiatives and other areas of interest in or connected to the financial services industry as we may decide from time to time;

- 5.1.2 with your consent, to give financial advice to Customers introduced by you;
 - 5.1.3 to deal with the issue of Business and the ongoing administration of Business including the collection of premiums and the provision of information to Customers on product features such as, but not limited to, the exercise of options and notifying Customers of Policy Events;
 - 5.1.4 as required by this Agreement or the Regulations;
 - 5.1.5 to resolve any complaint initiated by a Customer relating to Business;
 - 5.1.6 at the request of the Customer
 - 5.1.7 in relation to private medical insurance, to notify customers of changes in policy conditions or replacement policy terms and conditions to apply at the renewal of such Business. We shall use reasonable endeavours to give you written notice of such communications;
 - 5.1.8 in relation to private medical insurance, to notify customers of product closures or to advise them of new private medical insurance products or services available from us. In such circumstances we shall use reasonable endeavours to give you written notice of such communication and shall remind Customers to contact you should they require advice.
- 5.2 Nothing in clause 5.1 will prevent us from contacting Customers for any purpose whose details we acquire or have acquired from any source other than by virtue of our relationship with you.
- 5.3 Except as provided in Clauses 5.1.2, 5.1.7, 5.1.8 and 5.2 above, we will endeavour not to initiate contact directly with Customers in order to promote and sell Business without your consent except in the following circumstances:
- 5.3.1 where in our reasonable view the Customer is an "**Orphan Customer**". An Orphan Customer is a Customer who at any time after being introduced to us by you or effecting Business through your Account:
 - (i) has requested us to provide financial advice; or
 - (ii) indicates to us that he or she no longer receives financial advice from you; or
 - (iii) can no longer receive advice from you due to you no longer holding the required FSA permissions, other relevant regulatory permissions or by reason of this Agreement being terminated; or
 - 5.3.2 where we conduct Generic Marketing.

6. DOCUMENTATION AND COMMUNICATION

- 6.1 You must pass on immediately without amendment any documentation, which we supply for the benefit of, or completion by, the Customer or which the Customer passes to you in relation to Business. Any documentation we send you which is found to contain an error must be returned to us as soon as possible.
- 6.2 Subject to data protection requirements we will endeavour to inform you of unpaid premiums and claims. On prior request, we will endeavour to inform you of bonus notices and unit statements. We will only communicate with you where we believe you continue to act on behalf of the Customer.

- 6.3 All books, documents (held in whatever media) and computer hardware and software belonging to us and in your possession must at all times be available to us for inspection and be delivered to us at our request. Computer software must be readily accessible at all reasonable times.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The “Aviva” and “Aviva Investors” names and logos are registered trademarks (the “**Marks**”).
- (i) You may only use the Marks for the purposes of advising on, selling or administering and dealing with Business or services except where in individual cases we give permission in writing for use for other purposes;
 - (ii) The Marks may only be used on material and documents provided by us except where in individual cases permission is given in writing for their use on documents and/or materials produced by or for you;
 - (iii) If permission is given to use a Mark and this permission is later withdrawn, you will stop reproducing or using the Mark and return or destroy at our request all stocks of relevant material;
 - (iv) You will not do, or authorise any third party to do, any act that would or might invalidate or be inconsistent with any intellectual property right that we or the Aviva group hold in such Marks.
 - (v) On termination of this Agreement, you may use the Marks solely for the purpose of concluding any Business submitted to us but which has yet to be completed.
- 7.2 We hold copyright in all materials and documentation we issue to you, or you access electronically, whether for your use or the use of Customers. You may not reproduce such materials and documentation in part or as a whole without our consent except where it is necessary to do so for regulatory or other legal purpose.
- 7.3 We hold Intellectual Property Rights in our websites and other systems through which you access our Electronic Services. You will not attempt to replicate the appearance of our website or other systems or adopt a domain name or other name that is the same as or similar to Aviva group domain names or our Marks.
- 7.4 The “Norwich Union”, “Lifetime” and “Morley Fund Management” names and logos are retained by Aviva as registered trade marks. These registered trade marks cannot be used by you without Aviva’s express written consent.

8. TERMINATION

- 8.1 This Agreement may be terminated immediately by you or us serving written notice on the other. No reason need be given for such termination.
- 8.2 This Agreement will be deemed to be terminated with immediate effect in the following circumstances:
- (i) on your death if you are a sole trader; or
 - (ii) you enter into a voluntary arrangement with your creditors, if bankruptcy or winding-up proceedings are started against you or if a receiver or an administrative receiver is appointed in respect of your assets or you enter into liquidation (whether voluntary or compulsory); or
 - (iii) you are no longer a Firm; or

- (iv) you are no longer a Service Provider;
 - (v) you cease trading; or
 - (vi) you submit your resignation to the FSA or to the regulatory authority in the Offshore Territory in which you are regulated.
- 8.3 As soon as reasonably practicable you will immediately repay all monies owing to us at the date of termination or arising thereafter.

9. DATA PROTECTION AND CONFIDENTIALITY

- 9.1 In the performance of obligations under this Agreement we and you will comply at all times with the Data Protection Act 1998 ("DPA") as amended from time to time (including without limitation the data protection principles set out in the DPA) together with guidance issued from time to time by the Information Commissioner.
- 9.2 Where, pursuant to this Agreement, you access or are in possession of data, including personal data, you will take appropriate technical, organisational and security measures to prevent unauthorised processing of, or accidental loss, destruction or damage to data, including personal data.
- 9.3 We will hold information about you and your dealings with us including information supplied by you when applying to open an Account with us. If you or your Users access our Electronic Services we may gather information relating to the identity of the User, time of use, the particular Electronic Services accessed and the way in which the available Electronic Services are navigated.
- 9.4 In the event of a breach of this Agreement, and in particular if you incur an FSA reportable debt, we reserve the right to share this information with other financial institutions and the appropriate regulatory authorities. We will supply details to the Elixir Database maintained by CRIBISNET SpA on behalf of insurers.
- 9.5 You must, at all times, hold an individual's informed consent regarding access to, use of and processing of personal data relating to that individual in order that such data can be accessed used or processed by you, your Users or us. We reserve the right to verify that you have such consent at any time and, if we have reason to believe that you do not have such consent, we will not accept any data from you or supply you any data.
- 9.6 In the event that we agree with you to undertake any direct marketing of your Customers, you warrant that you will obtain and maintain appropriate consents from your Customers in order for us to contact them. If any of your Customers have objected to such use of their details, you will notify us immediately.
- 9.7 We may disclose data relating to the Business to market research organisations for the purpose of analysing such data and preparing strategic or other marketing plans. Data and the resulting analysis may be shared with other product providers.
- 9.8 We may also disclose data held about you to other Aviva group companies or to other third parties for administration and training purposes. In the event that you seek to promote products of other Aviva group companies we may share information about you and your dealings with us to these other Aviva group companies.
- 9.9 Data about you or your dealings with us disclosed in accordance with clause 9 of this Agreement, may involve disclosure of data to third parties or Aviva group companies operating outside the European Union.
- 9.10 You will take all reasonable steps to protect all Customer data in our or your possession howsoever the Customer data is held.

- 9.11 Reasonable steps to protect Customer data will include, but is not limited to, keeping all Customer data and equipment or premises on or in which Customer data is stored physically secure, using suitable encryption methods, for example, in relation to Customer data accessed through portable data storage devices and ensuring that all employees, contractors and other third parties with access to Customer data comply at all times with appropriate and enforceable Customer data security policies.
- 9.12 Confidential Information in our or your possession will not be disclosed to third parties except:
- 9.12.1 where the information is in or enters the public domain other than by way of breach of this Agreement;
 - 9.12.2 where required to do so by Regulation;
 - 9.12.3 where we enter into an arrangement with a third party to provide administrative services to us;
 - 9.12.4 in any other circumstances set out in this Clause 9.

10. MONEY LAUNDERING REGULATIONS

- 10.1 For all Business, you agree to conduct Customer due diligence and will comply with such money laundering regulations, guidance notes and other legislative and industry requirements in force from time to time.
- 10.2 For all relevant Business, you agree that you will obtain and provide evidence of the identity of all parties to the contract (e.g. applicants, attorneys, trustees, premium payer, third parties) under procedures maintained by you in accordance with the Guidance Notes for Insurance and Retail Investment Products as amended from time to time.
- 10.3 In relation to relevant Business, having identified all parties to the Business and anyone with an interest in the Business (e.g. applicants, attorneys, trustees, premium payer), you will send us a fully completed Identity Verification Certificate confirming details of the evidence you have seen to identify the relevant parties. We reserve the right to request this evidence or to seek further evidence to confirm identity. Submission of Business to us will be taken as your consent for us to rely upon the identity verification you have undertaken.
- 10.4 If the premium or contribution for the Business is to be paid by banker's draft, building society cheque or from a customer account, the cheque must be endorsed with the full name of the person from whose account the funds are drawn.

11. VARIATION

We reserve the right to vary the terms of this Agreement without notice. We will endeavour to give you notice of any variation as soon as reasonably practicable. Such variation will not affect Business in force with us before the variation take place.

12. INDEMNITY

You agree to indemnify us for any loss, damage or expense however arising that we may suffer as a direct result of any omission or breach of these terms or any other legal statutory or regulatory obligation by you, your employees, self employed advisers engaged by you or your appointed representatives including, but not limited to, submission of Business to us in breach of the scope of your FSA Permissions, you misrepresent to Customers that Applications for Business have been accepted when they have not, mis-selling or, in the case

of Collective Investment Scheme Business, failure to provide cleared funds on or before the relevant settlement date.

13. ELECTRONIC SERVICES

Scope

- 13.1 We may make information and services available to you by electronic means either directly or through a service provided by a Trusted Third Party (“Electronic Services”). This Agreement will apply to all such Electronic Services together with any other additional terms and conditions we notify to you from time to time.
- 13.2 You undertake to comply and to ensure that your Users comply with all terms and conditions in this Agreement relating to Electronic Services and any additional terms and conditions, security policies and guidance we issue from time to time in relation to the Electronic Services.

Security

- 13.3 Where you wish to access our Electronic Services directly by arrangement with Aviva, each User of the Electronic Services will be granted a unique Online Account Number and Password or, in respect of certain of our Electronic Services, a user name. Following initial access to our Electronic Services using Online Account Number and Password you may access Electronic Services using an approved digital certificate, being a device that verifies the identity of a User communicating with us electronically.
- 13.4 Where you are registered with a Trusted Third Party you will be able to access certain of our Electronic Services through services provided by the Trusted Third Party without Online Account Number and Password. You will comply, and ensure that Users comply at all times with the terms and conditions of your agreement with the Trusted Third Party.
- 13.5 You will:
- 13.5.1 ensure that your Users do not share Online Account Numbers, Passwords, digital certificates or any other security identification with any other person;
 - 13.5.2 notify us when a User leaves your employment or no longer requires access to our Electronic Services for any reason so that in appropriate cases we can take steps to disable access to the Electronic Services;
 - 13.5.3 notify us immediately you become aware that security of our Electronic Services may have been compromised by reason of unauthorised access to Electronic Services;
 - 13.5.4 ensure that the software you or your Users use to access Electronic Services has adequate security features to prevent unauthorised access to the Electronic Services;
 - 13.5.5 ensure that when using the Electronic Services you and your Users only access information to which you are entitled. In the event that you can access information to which you are not entitled you will notify us as soon as possible.
 - 13.5.6 ensure that information accessed through Electronic Services is securely stored.

Availability of Electronic Services

13.6 Availability of Electronic Services depends on the availability of our systems, services operated by Trusted Third Parties and normal internet availability. We will not accept liability for unavailability of the Electronic Services for any reason.

13.7 We may extend, amend or withdraw any Electronic Service at any time.

Errors and Omissions

13.8 We endeavour to keep records accessed through the Electronic Services up to date and accurate at all times. We will not accept liability for claims by you, your Users or your customers for damages or loss arising from an inaccurate or incomplete record.

13.9 We do not accept responsibility and will not be liable for the inaccuracy or incompleteness of information or responses you or your Users receive through the Electronic Services where the inaccuracy or incompleteness arises out of or in connection with data transmission, machine or software malfunction, services provided by a Trusted Third Party or from you or your Users operator error.

Removal of Electronic Services

13.10 We will revoke your authority and that of your Users to use our Electronic Services if:

13.10.1 this Agreement is terminated for any reason; or

13.10.2 if you persistently fail to ensure that Users comply with the terms of this Agreement or any other additional terms and conditions, security policies or guidelines issued to you in relation to the use of Electronic Services.

13.11 We may revoke the authority of a particular User to use some or all our Electronic Services if:

13.11.1 we receive notice from you that the User no longer requires access to some or all of our Electronic Services; or

13.11.2 we have reasonable grounds for believing that a User has gained unauthorised access to one or more of our Electronic Services or has enabled any other person to gain unauthorised access to Electronic Services; or

13.11.3 a User fails to comply with the terms of this Agreement or any additional terms and conditions, security policies or guidelines issued in relation to the use of the Electronic Services, or

13.11.4 a User is convicted or charged with fraud, money laundering offences or any other criminal offence connected with financial or computer crime.

13.12 Where you or your Users access the Electronic Services through a service provided by a Trusted Third Party we will block your access or the access of particular users to our Electronic Services in the circumstances set out in Clauses 13.10 and 13.11 above.

13.13 In the event that the legal agreement between the Trusted Third Party with which you are registered and us is terminated your access to our Electronic Services will cease.

Data

13.14 You may use data supplied to you through Electronic Services for the purposes of advising your Customers and or administering your Customers policies and your business.

14. MISCELLANEOUS

- 14.1 We place reliance on the accuracy and completeness of the information supplied by you when applying to open an Account. Subject to clause 14.2 below, you undertake to notify us as soon as reasonably possible of any material changes or inaccuracies in the information you supplied to support your Application for an Account.
- 14.2 If you cease to be authorised by the FSA or any other regulatory authority, or your permission to conduct any class of Business is revoked or suspended by the FSA or other regulatory authority, you agree to notify us immediately.
- 14.3 On request you will provide the names, addresses and business details of appointed representatives, Firms or employees you have engaged to conduct Business through your Accounts. We reserve the right not to deal with such appointed representatives, Firms or employees.
- 14.4 You will not assign or sub-contract the benefits or obligations under this Agreement without our prior written consent.
- 14.5 For the purpose of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to this Agreement shall be entitled to enforce any term of this Agreement and no consent of any third party shall be required under the Act to any termination or variation of this Agreement.
- 14.6 This Agreement is subject to the laws of England and the English courts have sole jurisdiction.
- 14.7 If you sell and redeem units or shares in collective investment schemes on behalf of Customers, you warrant and represent that you will not engage in the activity of market timing. Short term or excessive trading into and out of collective investment schemes may harm performance of the schemes by disrupting portfolio management strategies. We may refuse to accept your instructions if in our reasonable opinion they are deemed to be disruptive. For these purposes, we may consider your trading history in collective investment schemes.
- 14.8 This Agreement, your Account application together with formal documentation issued by us from time to time that refers to the documentation having legal force or can reasonably be construed as having legal force sets out the entire agreement and understanding between you and us in relation to submission of Business to us through your Account. Nothing in this clause is intended to limit or exclude your liability for fraud or misrepresentation.
- 14.9 No delay by either party in enforcing any rights under this Agreement prevents the relevant party from enforcing such rights.

For the purposes of this Agreement Aviva means each of the following Aviva group companies:

CGNU Life Assurance Limited (0226742)

Commercial Union Life Assurance Company Limited (079678)

Aviva Annuity UK Limited (03253948)

Aviva Investors UK Fund Services Limited (01973412)

Aviva Equity Release UK Limited (03286484)

Aviva Health UK Limited (02464270)

Aviva Insurance Limited (2116)

Aviva Investors UK Funds Limited (02503054)

Aviva Life & Pensions UK Limited (03253947)

Aviva Life Services UK Limited (02403746)

Aviva Pension Trustees UK Limited (02407799)

Aviva Insurance Limited is registered in Scotland at Pitheavlis, Perth PH2 0NH

Aviva Health UK Limited is registered in England at 8 Surrey Street, Norwich NR1 3NG.

Aviva Investors UK Fund Services Limited and Aviva Investors UK Funds Limited are registered in England at No.1 Poultry, London, EC2R 8EJ

Commercial Union Life Assurance Company Limited is registered in England at St.Helen's, 1 Undershaft, London EC3 3DQ

All the other companies named above are registered in England and their registered offices are at 2 Rougier Street, York YO90 1UU.

All the above companies are authorised and regulated by the Financial Services Authority.