



### 1 Personal details of single/first annuitant

Surname

Mr/Mrs/Miss/Ms/other

Forename(s)

Permanent residence address

Postcode:

Daytime telephone number

Date of birth

D D M M Y Y Y Y

National Insurance number

### 2 Personal details of second annuitant

Surname

Mr/Mrs/Miss/Ms/other

Forename(s)

Permanent residence address

Postcode:

Daytime telephone number

Date of birth

D D M M Y Y Y Y

National Insurance number

### 3 Policyholder details

#### • Single policyholders

If you take out an annuity as a single policyholder on the life of someone else, or on joint lives with you and another person, you should consider these points:

1. Only you as the policyholder will have any rights under this contract.
2. If you're the policyholder but not the annuitant (or only annuitant) and you die but an annuitant is still alive, we'll keep the annuity payments until we receive your grant of legal representation. Once we have that, we'll pay the money to your legal personal representative(s). A grant of legal representation is an official document that proves your legal personal representatives have the authority to deal with your estate after your death. If you haven't chosen a personal representative, you'll be assigned one by the court.

With this in mind, you should consider:

- a. making provision in your will asking us to pay the money to another person (such as the surviving annuitant) after your death
- b. the effects of any delay in annuity payments after you die if you use the money to fund premiums under a life insurance policy.

Please talk to your financial adviser if you would like more advice on these points.

Who will be the policyholder?    First annuitant?     Second annuitant?     Joint life?     Other? (Please complete section 4)

All policyholders will need to sign the application.



## 7 Important information

### Financial Crime

To verify your identity and prevent financial crime, your information may be used by any company within the Aviva group and may be shared with third parties who provide services to us, as well as other organisations where required to by law and regulatory requirements.

A record may be kept of any searches carried out and any suspicion of financial crime and related details may be retained and used to assist other companies for verification and identification purposes. The search is not a credit check and your credit rating should not be affected.

### Privacy Notice

Aviva Life & Pensions UK Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our retirement and investments products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases. Where you are a member of an occupational or workplace pension scheme, or if you join a savings product through your employer, we may obtain information from, and share information with, the employer who set up your pension or savings product, the trustees of the pension and any third parties who are providing services to you or them.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better (e.g. what kind of content or products would be of most interest) and to predict the likelihood of certain events arising (e.g. to assess risk or the likelihood of fraud).

We may sometimes make decisions using automated decision making. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the 'Automated Decision Making' section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the 'Marketing' section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including service providers and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the 'Data Rights' section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com).

The Aviva group and its agents would like to contact you from time to time to provide you with updates and offers for Aviva's products and services tailored to you by direct marketing, by post, phone, email or text.

### Tell us if you do not want to hear from us

#### How we keep you informed

You can tell us below if you would prefer not to hear about Aviva products, services, and promotions. You can always tell us if you change your mind.

- Post
- Email
- Telephone
- SMS/Text

## 8 Adviser Charge Agreement

**This section only applies if you have received advice from any adviser other than an Aviva adviser and you wish Aviva to facilitate an Adviser Charge to such an adviser.**

The terms and conditions as set out below are important and you should take time to read them before you complete the Declaration. If you're uncertain about the nature of this Agreement or how to complete it, you should discuss this with your Financial Adviser or any other professional adviser acting on your behalf.

In this Adviser Charge Agreement, the following terms will have the following meanings;

"Aviva", "we", "us" or "our"	means Aviva Life & Pensions UK Limited;
"Aviva Policy"	means the Aviva Annuity for which you are applying. This Agreement does not apply in relation to any other policies or investments that you may have with Aviva;
"Financial Adviser"	means the Firm identified in this application form who is providing you with financial advice in respect of your annuity application;
"you" or your"	means the Policyholder identified in this application form;
"Adviser Charge"	means the payment you have agreed to pay your Financial Adviser for the initial advice and services provided to you.

### 1. Payment of an Adviser Charges

- 1.1 We'll pay to your Financial Adviser the Adviser Charge in accordance with your instructions.
- 1.2 The Adviser Charge that you have agreed to pay your Financial Adviser is a matter between you and your Financial Adviser. We do not assess the suitability or amount of the Adviser Charge you have agreed to pay.
- 1.3 When we pay an Adviser Charge to your Financial Adviser, this is a payment we are making at your direction and on your behalf. The Adviser Charge is not a payment made by us to your Financial Adviser.
- 1.4 The payment of an Adviser Charge is separate to any charges that you may be required to pay Aviva in respect of your Aviva Policy
- 1.5 We will only credit an Adviser Charge to your Financial Adviser's firm account or as otherwise directed by your Financial Adviser. We will not pay an Adviser Charge to you.
- 1.6 We will not pay interest to you or your Financial Adviser for the non payment or late payment of an Adviser Charge.
- 1.7 No Adviser Charge will be payable in respect of monies subsequently received by us after your Aviva Policy has been set up.
- 1.8 Any queries regarding your Adviser Charge, including entitlement to a refund, should be referred to your Financial Adviser.

### 2. Cancelling your Aviva Policy

- 2.1 If you decide to cancel your Aviva Policy, the Adviser Charge will be credited back to you unless it has already been paid by us to your Financial Adviser.

### 3. Stopping Payment of Your Adviser Charge

- 3.1 Once we've received your instruction to pay an Adviser Charge, we may not be able to stop such payment if you subsequently ask us to do so.
- 3.2 In exceptional circumstances, we may stop the payment of an Adviser Charge and we will endeavour to notify you as soon as possible of the action we've taken. These circumstances include if we reasonably believe;
  - (a) that the payment of the Adviser Charge would be in breach of any relevant laws or regulations or your Financial Adviser was not appropriately authorised by the Financial Conduct Authority or any replacement regulator at the time of providing you with advice or services in relation to your Aviva Policy; or
  - (b) your Financial Adviser is no longer in business or may be insolvent.

### 4. Keeping you and your Financial Adviser informed

- 4.1 We'll notify you if your Financial Adviser instructs us to reduce or stop the payment of an Adviser Charge.
- 4.2 We'll also notify your Financial Adviser if you instruct us to stop the payment of the Adviser Charge.

### 5. Outstanding Responsibility

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

### 6. Value Added Tax

- 6.1 We expect that most Adviser Charges relating to Aviva products will not be subject to VAT. However, certain services provided to you by your Financial Adviser, including those paid for by Adviser Charges relating to Aviva products, may not be exempt from VAT. You should discuss this with your Financial Adviser who will be responsible for accounting for VAT where applicable.

### 7. Miscellaneous

- 7.1 This Agreement does not give any rights to any person other than you and us. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on any terms under this Agreement
- 7.2 This Agreement is to be governed by and interpreted in accordance with the laws of England. The courts of England will have exclusive jurisdiction over any dispute arising from this Agreement.

**9 Tax residence self-certification**

**You need to complete this section. If you don't we'll have to report details of your annuity to Her Majesty's Revenue and Customs (HMRC).**

If you've any questions about how to complete this form please contact your professional adviser.

**First policyholder**

Your full name

Your date of birth 

D	D	M	M	Y	Y	Y	Y
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Your account number

1. Are you a resident for **tax purposes** anywhere other than the United Kingdom (UK)?  Yes  No

Notes

(i) UK is England, Northern Ireland, Scotland and Wales.

(ii) If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US so you must answer 'Yes'.

2. If you answered 'Yes' to question 1, please list below the country or countries you're resident in for tax purposes, along with any Tax Reference number(s)/Tax Identification Numbers(s), if relevant.

Country/Countries of tax residency	Tax Identification Number/Reference Number/National Insurance Number or equivalent

If you don't have a Tax Identification Number or equivalent, please tell us why in the box below.

**Second policyholder**

Your full name

Your date of birth 

D	D	M	M	Y	Y	Y	Y
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Your account number

1. Are you a resident for **tax purposes** anywhere other than the United Kingdom (UK)?  Yes  No

Notes

(i) UK is England, Northern Ireland, Scotland and Wales.

(ii) If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US so you must answer 'Yes'.

2. If you answered 'Yes' to question 1, please list below the country or countries you're resident in for tax purposes, along with any Tax Reference number(s)/Tax Identification Numbers(s), if relevant.

Country/Countries of tax residency	Tax Identification Number/Reference Number/National Insurance Number or equivalent

If you don't have a Tax Identification Number or equivalent, please tell us why in the box below.

### Important Information

The UK Government has and will be entering into a number of inter-governmental agreements to share tax information, where applicable, with the tax authorities in other territories. The requirement to collect information about each customer's tax residence is part of UK legislation and as a financial services company we are legally obliged to collect it. We're asking for your tax residence and Tax Identification Number (where applicable) and will record this on our records.

Your tax residence generally is the country in which you live for more than half a year. Special circumstances (such as studying abroad, working overseas, or extended travel) may cause you to be resident elsewhere, or resident in more than one country at the same time (dual residency). The country/countries in which you pay income tax are likely to be your country/countries of tax residence.

If you're unsure about your tax residence in a territory you should speak to your financial adviser or visit the tax authority website for that territory.

If you're tax resident in a territory other than the UK then we'll report the information listed below to HMRC and they may transfer that information to the government of that other territory in accordance with the relevant agreement.

The information is as follows:

- Your name, address, jurisdiction of tax residence, Tax Identification Number and date of birth.
- Your account/policy number and that the account/policy is with Aviva.
- The balance or value of your account/policy at the end of the year or at the date it was closed.
- The gross amount of interest, dividends, proceeds from sale or redemption or other amounts paid or credited to you or your account/policy during the year.

In accordance with those agreements, UK Government will also begin to receive information from Governments of other territories about non-UK accounts held by UK tax residents.

### 10 Declaration

**All the policyholders must sign this declaration.**

To Aviva Life & Pensions UK Limited

I declare that the answers given to the questions on the application are true and complete to the best of my knowledge and belief.

I agree that this annuity contract will start when Aviva Life & Pensions UK Limited has accepted this application and received payment of the purchase price.

I confirm that I've read the 'Can I change my mind?' section of the Key Features Document and understand my cancellation rights.

I understand the annuity is payable for the lifetime of the annuitant(s) and I can't cash it in or change it once it's started.

I understand that you may undertake a search with third party companies, who provide identity verification services, for the purposes of verifying my identity and the details I've submitted as part of this application. To do so, the third party companies may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. I understand that Aviva and the third party will keep a record of the search.

Where I've received financial advice in connection with this application from a financial adviser I instruct you to pay the adviser charge shown in the quotation for my annuity to my financial adviser. I understand and agree that the terms of the Adviser Charge Agreement set out in Section 8 of this application will apply in respect of this payment.

You have 30 days to change your mind from the date that you receive confirmation that your annuity plan has started. Please refer to your Key Features Document for further information.

Signature single/  
first policyholder

Signature second  
policyholder

Date

Country

Please contact us if you would like a copy of your application form.

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