

# Aviva Save Terms and Conditions



These are the terms and conditions which govern your use of the Aviva Save Platform (as defined below) and the services we provide via the platform (“**Terms**”). Please read these carefully as these Terms form a legal contract between you (“**you, your**”) and Aviva Savings Limited (“**us, we, our**”) and it sets out your rights and obligations, as well as limitations and exclusions which may apply to you. By using the Aviva Save Platform and/or registering for a profile on the Aviva Save Platform (“**Aviva Save Profile**”), you signify that you have read, understood and agree to these Terms. If you do not agree to these Terms, please do not register for an Aviva Save Profile. If there is anything that you do not understand please contact us.

Aviva Savings Limited is a company registered in England with company number 04384512, with its registered office at Aviva, Wellington Row, York, United Kingdom, YO90 1WR. We can be contacted by post at our registered address, by phone on 0345 301 2029 or by email to [avivasave@aviva.com](mailto:avivasave@aviva.com).

## 1. Definitions

Unless separately defined in the Terms, the following terms shall have the meaning set out below:

**AML Requirements** means all statutory and other requirements relating to money laundering, including the Drug Trafficking Act 1994, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time), the Guidance Notes for the Financial Sector of the Joint Money Laundering Steering Group (JMLSG) and any applicable FCA Rules or other territory equivalent (Financial Action Task Force included) as amended from time to time.

**Aviva Save Platform** has the meaning given in clause 2.1 below.

**Aviva Save Profile** has the meaning given in the introduction above.

**Business Day** means any day except for Saturdays, Sundays and public holidays in the UK; where the London Stock Exchange or the major clearing banks in the City of London are open for business.

**Cleared Funds** means funds that have been credited and have cleared through the banking system in your Transaction Account.

**Data Protection Laws** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy

and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and all other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**Force Majeure Event** means an event or circumstance not within our or your reasonable control, including (without limitation) act of God, flood, drought, earthquake or other natural disaster, explosion, nuclear accident, terrorist attack, civil war, ‘denial of service’ or other targeted network attack or loss of supply of essential services including, but not limited to, electrical power, telecommunications and essential third party services.

**FCA** means the Financial Conduct Authority or any successor regulator(s) which regulates our savings business.

**FCA Rules** means the Handbook of Rules and Guidance of the FCA or any successor regulator to the FCA, as amended and/or replaced from time to time.

**Information** means any and all information, literature and data contained in your Aviva Save Profile and/or provided as part of the Services whether provided in paper or electronic form.

**Meteor** means the deposit administrator for some of our Partner Banks, comprising of Meteor Asset Management Limited incorporated under the laws of England and Wales with corporate registration number 05712610, authorized and regulated by the FCA, Financial Services Register number 4593325 and Meteor Trustees Limited incorporated under the laws of England and Wales with Corporate registration number 12909750, an unregulated entity, both having their registered office at 24/25 The Shard, 32 London Bridge Street, London, SE1 9SG.

**Nominated Account** means the UK bank or building society account which you transfer funds to and receive funds from your Transaction Account.

**Partner Bank(s)** means any participating financial institution(s) which makes savings products available through your Aviva Save Account and which hold an appropriate license.

**Personal Data** means information that relates to you and from which you can be identified, such as your name, address, telephone number or date of birth. It may also include information about your financial affairs and transactions. The personal data may also include ‘special categories of personal data’ as defined under Data Protection Laws.

**Raisin** means Raisin Platforms Limited the platform partner who will help to provide the Aviva Save Platform and is an entity authorised and regulated by the Financial Conduct Authority (FRN 813894) and incorporated under the laws of England and Wales with corporate registration number 11075085 and its registered office at Cobden House, 12-16 Mosley Street, Manchester, M2 3AQ.

**Savings Account** has the meaning given in clause 4.1.

**Services** means the provision of the Aviva Save Platform by us (or on our behalf) and any online services available to you from your Aviva Save Profile. These services will include, but not be limited to, the following:

- (a) the functionality to open and administer your Aviva Save Profile;
- (b) the functionality to view savings products in your Aviva Save Profile;
- (c) the functionality to view transactions relating to your Aviva Save Profile; and
- (d) access to information and literature relating to your Aviva Save Profile.

**Service Bank** means the UK FSCS protected and FCA regulated bank with whom Raisin has contracted to provide Transaction Accounts.

**Service Bank Terms** means the terms and conditions of the Service Bank in respect of the provision of your Transaction Account, as amended or replaced from time to time.

**Transaction Account** has the meaning given in clause 3.4.

**UK** means the United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

**UK Resident** means a person who:

- (a) is resident in the UK for tax purposes;
- (b) performs duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom; or
- (c) is married to, or in a civil partnership with, a person who performs such duties.

## 2. Our Services

- 2.1 We, with the help of our partner Raisin, provide the Aviva Save Platform which is a registration and management platform that enables you to register an Aviva Save Profile in order to access and manage multiple savings products from our panel of Partner Banks (the “**Aviva Save Platform**”).

- 2.2 By registering for an Aviva Save Profile on the Aviva Save Platform, you can hold and view a range of Savings Accounts in one place.
- 2.3 We do not provide advice about the suitability of any savings product. We recommend that you seek independent professional financial advice before using any of the Services or otherwise investing your money.
- 2.4 Raisin are entitled to change the bank acting as Service Bank at any time and, if Raisin decide to do so, we shall provide at least 2 months’ prior written notice to you of such change, along with a summary of how that change will affect you. Should Raisin change the Service Bank provider, to ensure continued provision of our Services pursuant to these Terms, we may arrange for any Cleared Funds in your Transaction Account to be transferred to your Nominated Account and open a replacement Transaction Account in your name with the replacement Service Bank provider, providing the new Service Bank Terms to you along with a relevant summary of changes.

## 3. Registering on the Aviva Save Platform

- 3.1 In order to use the Services offered through the Aviva Save Platform, you must register for an Aviva Save Profile.
- 3.2 You can register for an Aviva Save Profile if you are at least 18 years old and a UK Resident on the date of registration.
- 3.3 We use Raisin, an FCA regulated entity, to provide the Aviva Save Platform to you and Raisin is responsible for registration and management of customer data once customers like you register for an Aviva Save Profile and start investing in financial products.
- 3.4 When registering for an Aviva Save Profile, you will also be applying to open a transaction account in your name with the Service Bank (“**Transaction Account**”). Your Transaction Account will be the bank account which will be the settlement account for any payment orders you make from your Nominated Account and any savings accounts with Partner Banks. Your Transaction Account is operated by the Service Bank, with certain administrative functions being provided by Aviva, under the Service Bank Terms.

- 3.5 You will be asked for certain Information when you register for an Aviva Save Profile, including the following:
- (a) details of the Nominated Account from which you will fund your Transaction Account. Any withdrawals from your Transaction Account can only be paid back to this Nominated Account; and
  - (b) you must provide us with a unique UK registered mobile telephone number to register for an Aviva Save Profile and to access our Services. The mobile number cannot already be allocated to a different Aviva Save Profile. We and our partners use this number to ensure the security of our customers, for example, by verifying newly registered Aviva Save Profiles and/or when money is being withdrawn from your Transaction Account.
- 3.6 Your registration for an Aviva Save Profile and opening of your Transaction Account may involve the Service Bank (or its subcontractor) performing certain checks and verifications, including checks required under the AML Requirements and other applicable UK law.
- 3.7 Registration for an Aviva Save Profile is complete when:
- (a) you have accepted these Terms;
  - (b) you have accepted the Service Bank Terms regarding the opening and provision of the free-of-charge Transaction Account; and
  - (c) we have accepted your registration application.
- 3.8 By submitting your registration, you confirm that the Information you have provided is accurate and complete.
- 3.9 If we accept your registration, you will have access to the Aviva Save Platform, and the online banking system operated by Raisin and the Service Bank, via your Aviva Save Profile for use in accordance with these Terms.
- 3.10 If:
- (a) any Information provided by you during registration is found to be incorrect or incomplete and we have not received the outstanding Information; or
  - (b) we, or any of our partners, have been unable to complete identity verification or other checks to our satisfaction,

we will request further information from you. We may reject your application if you do not provide the required information.

- 3.11 We have full discretion to accept or not to accept your registration for an Aviva Save Profile and we are not required to give you any reasons for our decision.

#### 4. Using the Aviva Save Platform

- 4.1 The Aviva Save Platform will allow you to see a number of savings products provided by our Partner Banks. If you choose to participate in any of these savings products, you will be opening an account for a savings product with one of our Partner Banks (each such account being a **“Savings Account”**).
- 4.2 Your Aviva Save Profile can hold one or more Savings Accounts, allowing you to select and monitor your portfolio.
- 4.3 As the Savings Account is held by a Partner Bank, there may be some additional verification or Information required from you. Opening a Savings Account may involve the Partner Bank (or its subcontractor) performing certain checks and verifications, including checks required under the AML Requirements and other applicable UK law. The Partner Banks may decline your application to open a Savings Account following such checks. However, Raisin and the Service Bank will support you during the contract conclusion procedure and any communication with the respective Partner Banks.
- 4.4 We will send details of how to fund any Savings Accounts opened through the Aviva Save Platform by email with an acknowledgement of receipt of your application for the savings product(s).
- 4.5 If you want to (subject to any specific terms and conditions of each savings product) select any savings products, order a renewal or carry out any other action or transaction in relation to your Transaction Account or any Savings Account, you can action these when logged into your Aviva Save Profile on the Aviva Save Platform.
- 4.6 If you have made an application to open a Savings Account, this will require a transfer from your Transaction Account to a Partner Bank. You can, via the Aviva Save Platform, instruct the Service Bank to transfer the confirmed deposit amount to your Savings Account at the Partner Bank. Our Partner Banks may also work with Meteor, who as a deposit administrator for some of our Partner Banks will, as required, provide administration services in order to execute your instructions.

- 4.7 In addition to the agreements you have in place under clause 3.7, you will enter into the following contracts to invest in a savings product provided by any Partner Bank:
- (a) Terms and Conditions applicable to the specific product details (provided by the Partner Bank via the Aviva Save Platform); and
  - (b) where applicable, Meteor's Terms and Conditions relating to the administration of your Savings Accounts by Meteor.
- 4.8 Interest or profit is paid by our Partner Banks and is only accrued during the term of the Savings Account. For new Savings Accounts, interest or profit is accrued from the time the Partner Bank receives your funds, not during the transfer process. Similarly, once funds are matured or Savings Accounts have been closed, they stop being interest or profit bearing. During the transfer of funds to and from your Transaction Account, no interest or profit is accrued. At no time do we or Raisin have access to your funds and we do not profit from the time it takes for your funds to transfer to or from a Partner Bank to your Transaction Account.

## 5. Your Obligations

- 5.1 You must notify us promptly if there is a change to any of the following:
- (a) your name;
  - (b) your address;
  - (c) your Nominated Account;
  - (d) your mobile telephone number and/or;
  - (e) your status as a UK Resident.
- 5.2 Any of these changes or changes to our or Raisin's internal policies may necessitate further checks pursuant to the AML Requirements being carried out. It might be necessary for us to ask you for, and for you to provide, more Information as part of this process.
- 5.3 You agree to provide us from time to time with all such Information about you as we or our partners may reasonably require in order to fulfil:
- (a) our and their legal or regulatory obligations; and/or
  - (b) our and their obligations to you under these Terms.
- 5.4 The Information you supply to us may be used for the purposes of administering your Aviva Save Profile by us and third parties that provide us with services relating to the Aviva Save Platform and your Aviva Save Profile.
- 5.5 You must comply with any applicable third party terms and conditions in respect of your use of the Aviva Save Platform and the use of our Services.
- 5.6 Your Aviva Save Profile is for your sole use and should not be used by any other individuals such as family members or financial advisers.
- 5.7 Unless you have requested and received our prior written consent or unless expressly permitted in these Terms, you must not:
- (a) remove, modify, block, disable, obscure or impair any copyright, trademark, or other proprietary notices, material or advertising belonging to us, our licensors or other third parties contained within the Aviva Save Platform;
  - (b) circumvent, disable or otherwise interfere with security-related features of the Aviva Save Platform or features that (i) prevent or restrict use or copying of any part of the Aviva Save Platform; or (ii) enforce limitations on use of the Aviva Save Platform;
  - (c) do anything that may cause damage to the Aviva Save Platform;
  - (d) carry out any fraudulent, harmful or illegal activities using the Aviva Save Platform or otherwise transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Services;
  - (e) collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from our servers;
  - (f) access or use the Aviva Save Platform or otherwise exploit, extract, screen scrape, publish, distribute, or reproduce any part of the Aviva Save Platform and may not use bots or other electronic automatons to interact with the Aviva Save Platform; or
  - (g) use the Aviva Save Platform in any manner not expressly authorised by these Terms.
- 5.8 You should provide any instructions via the Aviva Save Platform. You may also, in limited circumstances, give instructions to us in writing by secure message via your Aviva Save Account or by email in relation to a change of your personal details or information, but such instructions will require additional security measures to ensure that they are valid and may incur an additional charge as manual requests may also take more time to be processed.

- 5.9 You agree that if you provide an instruction via the Aviva Save Platform, the Service Bank, Meteor or the Partner Bank (**together “Receiving Party”**) may rely upon the contents of and act on that instruction and the accuracy of the information contained therein.
- 5.10 The Receiving Party may refuse to act on any instruction (or request additional information or documentation from you before processing your instruction) in accordance with their terms or contractual arrangements with you.

## 6. Security

- 6.1 You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Aviva Save Profile.
- 6.2 Do not disclose the details of the security procedures, password, PIN or other security codes relating to your Aviva Save Profile to anyone else. Do not write down your passwords, PIN or any other security codes.
- 6.3 Do not store your security details in any way that can be understood by someone else. Any security related device must be kept physically secure, which includes making sure that security details are not kept in any form (including browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.
- 6.4 If your security details are lost or stolen or you think someone knows them or has used or tried to use them, please tell us immediately by contacting 0345 301 2029 or email us at [avivasave@aviva.com](mailto:avivasave@aviva.com).
- 6.5 We will do all that we reasonably can to prevent a breach of security resulting in unauthorised access to your Aviva Save Profile and the information that we hold about you. For clarity, the Service Bank may be liable to you in certain circumstances when payments from or to your Transaction Account have gone wrong. Where the Service Bank would usually be liable to you, but the fault is ours, we may be liable to you instead.

## 7. Contacting each other

- 7.1 In the electronic postbox section of your Aviva Save Profile entitled ‘Messages’, you will be able to get in touch with a customer service representative if you need any assistance.
- 7.2 We may contact you and give you any notices in connection with these Terms, your Aviva Save Profile, your Savings Accounts and/or Transaction Account by electronic communications using the telephone number or email address you have given us.

- 7.3 You can contact us by post, telephone or email using the appropriate address, telephone number, email address or other relevant contact details given to you. If you contact us electronically, we may collect your electronic identifier (Internet Protocol (IP) address) supplied by your service provider. Emails sent by you to us may be monitored.
- 7.4 We record or monitor telephone calls with you in order to verify our dealings with you and to make sure that we are meeting our service standards. Recordings and emails remain our sole property and may be used by us in evidence in the event of a dispute.
- 7.5 These Terms are, and all of our communications in relation to your Aviva Save Profile will be, in English. If at any time you require a copy of these Terms, please let us know.

## 8. Disclosure of information and data protection

- 8.1 To provide the Aviva Save Platform and related services to you, we need to collect, use, share and store Personal Data about you and your transactions. In addition to the Personal Data you supply to us, we may also obtain Personal Data about you from third parties such as employers, credit reference agencies, fraud prevention agencies or other parties when we (or our partners) conduct the verifications and checks we carry out pursuant to applicable law, regulation or good industry practice.
- 8.2 Your privacy is important to us and we comply with our obligations under the Data Protection Laws. These Terms should be read in conjunction with our [Privacy Policy](#), which sets out how (and the terms on which) we may process your Personal Data.
- 8.3 As detailed in our [Privacy Policy](#), to provide you with the Services, we use a number of third parties who assist us so that we can provide you with the Aviva Save Platform and related Services. These service providers, like Raisin, Service Bank, Meteor and our Partner Banks, may also have access to your Personal Data and their use of your Personal Data will be governed by their separate privacy policies which we encourage you to review.
- 8.4 Where you provide us with the Personal Data of a third party (for example, about another individual in your household), you confirm that you have obtained their consent prior to disclosing that Personal Data to us.
- 8.5 If our relationship ends, we will retain the Personal Data we have collected on you for as long as permitted as for legal, regulatory and fraud prevention purposes.



- 8.6 You can contact us directly about how we use your Personal Data or to exercise your data subject rights by contacting our Data Protection Officer:
- Post: The Data Protection Team, Aviva, Pitheavlis, Perth, PH2 0NH
  - Email: [DATAPRT@aviva.com](mailto:DATAPRT@aviva.com)

## 9. Changes that affect your Aviva Save Account

- 9.1 From time to time, we may update these Terms to make changes we consider reasonably necessary. Examples of where we may need to update these Terms include where there have been changes in legislation or regulations, where our business necessitates a change to the Terms or where we correct errors or improve the Aviva Save Platform.
- 9.2 Other than minor changes or corrections, we will notify you at least fourteen (14) calendar days prior to making any changes to these Terms and we will direct you to the location on the Aviva Save Platform or our website where the most up to date version can be found. Each notification of change that we provide to you will explain the reasons for the change and the date upon which the change will become effective.
- 9.3 Any change to the Terms shall come into effect and be deemed accepted by you if you continue to use your Aviva Save Profile and the Aviva Save Platform after the expiry of the notice period stated in clause 9.2.
- 9.4 If you object to a change implemented by us in respect of the valid reasons contained in these Terms or if you feel that such change is materially detrimental to you, please contact us immediately.
- 9.5 Please check this page to review updated Terms. The date these Terms were last updated is at the bottom of this page.

## 10. Withdrawal, Suspension, Closure and Termination

- 10.1 If we are concerned about the security of your Aviva Save Profile or suspect unauthorized or fraudulent use or in other exceptional circumstances, we may suspend the operation of any or all of our Services with immediate effect. If we do so, we will promptly notify you of any such suspension, unless we are not able to do so for legal or regulatory reasons.
- 10.2 We may withdraw the provision of any Service by giving you thirty (30) calendar days' prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising after the Service is withdrawn which relate to the period before withdrawal.

- 10.3 We may take action to close an Aviva Save Profile (including any associated accounts) immediately if we reasonably believe that:
- (a) you have given us any false information; or
  - (b) you or someone else is using the Aviva Save Profile illegally or fraudulently; or
  - (c) you behave in a threatening or violent manner towards our staff; or
  - (d) you were not entitled to open your Aviva Save Profile, or you no longer have a Nominated Account or mobile phone number fulfilling the criteria set out in clause 3.5 above; or
  - (e) you are in breach of these Terms or any additional conditions which apply to your use of the Aviva Save Platform and/or your Aviva Save Profile; or
  - (f) you have become bankrupt; or you are unable to pay your debts; or any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your business for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership or otherwise; or
  - (g) your Transaction Account is closed by the Service Bank; or
  - (h) you are no longer UK Resident; or
  - (i) the person using the Aviva Save Profile is not the account holder.
- 10.4 We can end our relationship with you, without giving a reason, by telling you in writing. We will give you thirty (30) calendar days' notice in writing unless there are exceptional reasons for us needing to terminate the relationship sooner (for example, in the circumstances set out in clause 10.3 or where we are no longer appropriately authorised to hold your Aviva Save Profile).
- 10.5 If we close your Aviva Save Profile, your Transaction Account will also be closed by Raisin and the Service Bank. Unless otherwise agreed by us in writing, on or around the date our relationship ends, we will transfer any Cleared Funds in your Transaction Account into your Nominated Account.

- 10.6 If you have no active savings products in any Savings Accounts, you may, by giving us thirty (30) calendar days' notice, close your Aviva Save Profile by instructing us (via your Aviva Save Profile) to close your Aviva Save Profile and transfer any Cleared Funds in your Transaction Account to your Nominated Account. **However, you cannot close your Aviva Save Profile before the expiry of the fixed term for all savings held in your Savings Accounts.** We may, however, agree to allow you to close your Aviva Save Profile earlier in exceptional circumstances, for example if you have been diagnosed with a terminal illness, become bankrupt or you have died. During the thirty (30) calendar day notice period, you should download and save any statements, contracts and/or other content in your Aviva Save Profile as these will not be available to you to access once your Aviva Save Profile has closed.
- 10.7 Where your Aviva Save Profile is closed as a result of any of the circumstances arising in clauses 10.2 - 10.4, if you have any active Savings Accounts with any Partner Banks, we or one of our partners will communicate to you how the Savings Account(s) will be serviced following the closure of your Aviva Save Profile.

## Statements

- 10.8 We will make available statements at least once a year showing the balance of the Transaction Account and of existing Savings Accounts you have with the Partner Bank(s) and, in respect of each, the amount of interest, or in the case of any Shariah account(s), the amount of profit, paid to you. The statement(s) will be made available for you to download by accessing your Aviva Save Account. We will notify you when statements are available via the secure messages on the Aviva Save Platform.
- 10.9 Should you require a Transaction Account statement for a specific reason within a year of your last statement having been provided, please contact [avivasave@aviva.com](mailto:avivasave@aviva.com) or make a request via your secure message on the Aviva Save Platform.
- 10.10 You must check your statements carefully and tell us at once if it includes something which appears to you to be wrong or not in accordance with your instructions.

## 11. Intellectual Property

- 11.1 All intellectual property rights in the Aviva Save Platform, its content and any related documentation existing anywhere in the world belongs to us or our licensors and may not be copied, distributed, uploaded, republished, decompiled, disassembled or transmitted in any way without our prior written consent. You will not have any rights of ownership in the Aviva Save Platform, its content or any related documents we may provide you in relation to the Aviva Save Platform other than as expressly set out in these Terms.
- 11.2 The Aviva Save Platform makes available third party content to you. We are not responsible for any such content in any way and any such third party content shall be owned by the relevant owner or licensor of that intellectual property. Any use of such third party intellectual property rights will be subject to the third party's terms and conditions.
- 11.3 We may take legal action if we discover any unauthorised use or interference with access to the Aviva Save Platform, misappropriation, misuse or infringement of our content, functionality of the Aviva Save Platform, "look and feel" of the Aviva Save Platform or interference with the identity of our Aviva Save Platform or taking any action to impair the good-will of our trade names, trade marks or other intellectual property.

## 12. Warranties and Disclaimers

- 12.1 While we endeavour to provide the Aviva Save Platform, with reasonable skill and care, we do not warrant or represent that its content, functionality, and availability will be uninterrupted or error free. Except to and to the extent of any duties that we owe you in accordance with any statutory rights that we cannot lawfully exclude or restrict any liability therefor, we do not owe you any further duties with respect to the Aviva Save Platform (or any related services), its content, functionality or availability other than as expressly set out in these terms and conditions.
- 12.2 The Aviva Save Platform is for domestic and private use. If you use the Aviva Save Platform for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business or business interruption.

- 12.3 If we, or any of our service providers, are prevented, hindered or delayed in or from performing any of our obligations under these Terms by a Force Majeure Event, we shall not be in breach of these Terms or otherwise be liable for any such failure or delay in the performance of such obligation.
- 12.4 You acknowledge that we are only responsible to you for the Services provided by us. Where any services related to your Savings Accounts and/or Transaction Account are provided to you by a third party pursuant to a separate contract you have in place with that third party (see clauses 3.7 and 4.7), we have no responsibility for any liability arising under or in connection with such third party services.

### 13. Our Liability to you

- 13.1 Nothing in the Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.
- 13.2 Subject to clause 13.1, we will not be liable for:
- (a) any interruption, disruption or impairment of our Services or any third party services on which we rely for the performance of our obligations hereunder, including due to any unavailability of the internet for any reason;
  - (b) declining your registration for an Aviva Save Profile;
  - (c) a Partner Bank declining your application to open a Savings Account;
  - (d) closing or suspending your Aviva Save Profile in accordance with these Terms;
  - (e) any loss arising from your inability to use the Aviva Save Profile due to interruptions;
  - (f) any direct or indirect loss or damage you may suffer including loss of revenue, loss of reputation, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your Aviva Save Profile or the Aviva Save Platform (unless otherwise required by law); and
  - (g) for the quality, performance or legality or any other aspect of any savings product or any other service provided by a third party via the Aviva Save Platform.

- 13.3 In all other circumstances (including where we have been negligent), our liability to you will be limited to a refund of the balance of the account in respect of which the event giving rise to the liability occurred (and if the event giving rise to the liability does not relate to any account, then Cleared Funds in your Transaction Account at the time the event occurred).

### 14. General Provisions

- 14.1 **Written Communication:** Any reference in these Terms to writing or similar expressions includes a reference to email or comparable means of communication.
- 14.2 **Reference to Statute:** Any reference in these Terms to provisions of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted, succeeded or extended at the relevant time.
- 14.3 **Singular and Plural Terms:** Words which we define in the singular form will also include the plural and vice versa. The headings in these Terms are for convenience only and do not limit their scope.
- 14.4 **Entire Agreement:** These Terms, and the documents referenced within it, sets out the entire agreement between us and you relating to the Aviva Save Platform and the Services, and it supersedes any previous agreement or arrangement between us and you. You agree that you have not relied on representations of any kind made by us that are not set out in these Terms.
- 14.5 **Rights of third parties:** Save as otherwise set out in these Terms, nothing in these Terms shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to these Terms.
- 14.6 **Assigning your rights or obligations:** You may not transfer or assign any rights or obligations you may have under these Terms to any other person without our prior written consent.
- 14.7 **Enforceability:** Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.



14.8 **Severability:** Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

14.9 **Governing Law and Jurisdiction:** These Terms are governed by English law and you can bring legal proceedings in respect of these Terms in the English or Welsh courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.

## 15. Complaint Handling

15.1 If you feel dissatisfied with any aspect of our service, then in the first instance please contact us on 0345 301 2029 or email us at [avivasave@aviva.com](mailto:avivasave@aviva.com). We will immediately carry out an independent investigation of your complaint and will provide a written acknowledgment within five (5) Business Days of receipt of your complaint.

15.2 Please be aware that if your complaint includes requests for certain records held by third parties, including copies of taped calls, we may pass on to you any fees charged by such third parties for copies of the requested material. We will notify you of any charges involved.

15.3 If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the Financial Conduct Authority, you will have recourse to the Financial Ombudsman Service.

15.4 Details of the Financial Ombudsman Service are:

Financial Ombudsman Service at Exchange Tower,  
Harbour Exchange, London, E14 9SR;  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

020 7964 1000 (switchboard)

+44 20 7964 1000 (for calls from outside the UK)

020 7964 1001 (main fax)

0800 023 4567 Calls to this number are now free on mobile phones and landlines

0300 123 9123 Calls to this number cost no more than calls to 01 and 02 numbers.

### Terms as updated December 2023

Aviva Save is promoted by Aviva Administration Limited, which is authorised and regulated by the Financial Conduct Authority (FRN: 185746), on behalf of Aviva Savings Limited. Aviva Administration Limited is registered in England, No. 03424940, registered office: Aviva, Wellington Row, York, YO90 1WR. Aviva Savings Limited is registered in England, No. 04384512, registered office: Wellington Row, York, YO90 1WR. Aviva Savings Limited is not regulated by the Financial Conduct Authority. The Aviva Save platform is provided by Raisin UK on behalf of Aviva Savings Limited. Raisin UK is a trading name of Raisin Platforms Limited, which is authorised and regulated by the Financial Conduct Authority (FRN: 813894). Raisin Platforms Limited is registered in England and Wales, No. 11075085, registered office: Coben House, 12-16 Mosley Street, Manchester, England, M2 3AQ.

