

# AvivaDirect Terms and Conditions

**Important: You may purchase insurance products and/or investment products through AvivaDirect, provided by Aviva Ltd (“Aviva”). Any purchases of insurance products will be made directly with Aviva. Any purchases of investment products will be made directly with Navigator Investment Services Limited (“Navigator”) and not with Aviva in its capacity as the provider of AvivaDirect. Unless otherwise indicated, references to the “Company” in these AvivaDirect Terms and Conditions shall mean Aviva (in respect of any purchases of insurance products through AvivaDirect) and/or Navigator (in respect of any purchases of investment products through AvivaDirect), as the case may be.**

For persons who purchase products directly through AvivaDirect, these AvivaDirect Terms and Conditions will apply in conjunction with the applicable terms and conditions specific to the Aviva insurance product(s) purchased and/or the investment product(s) purchased from Navigator through AvivaDirect (collectively referred to as the “Product Terms and Conditions”) and, where applicable, the terms of usage for the AvivaDirect website, the Company’s secured website, the Aviva website and the Navigator website (collectively, the “Websites”). The latest versions of the Product Terms and Conditions may be obtained from the Websites or the Company.

In the event of any inconsistency between the terms and conditions set out herein and the Product Terms and Conditions and the terms of usage for the Websites, the terms and conditions set out in these AvivaDirect Terms and Conditions will prevail.

## AvivaDirect – Non-Advisory Nature of Relationship

Through AvivaDirect, you may purchase insurance and investment products directly from the Company. You understand, acknowledge and accept that your relationship with the Company in respect of any purchases made by you through AvivaDirect is purely executionary in nature. Neither the Company nor any of its subsidiaries, officers, employees or agents are acting in the capacity as your financial adviser representative or other professional adviser nor should they be otherwise construed as such and, accordingly, any financial, tax or other advice relating to your purchases which may be given by any of its subsidiaries, officers, employees or agents is not and should not be taken as having been authorised by the Company. Subsidiaries of the Company, officers, employees or agents of the Company or their subsidiaries are not authorised to make any representation or bind the Company in any way that is inconsistent with these AvivaDirect Terms and Conditions. The Company does not make any express or implied recommendation concerning any insurance or investment product available through AvivaDirect.

Accordingly, you acknowledge that you will place no reliance on the Company in making any investment decision. You may wish

to seek advice from a financial adviser representative or obtain other independent professional financial, legal or tax advice before making any purchases through AvivaDirect. **Any financial adviser representative or other professional advisers who may assist you in making decisions with regard to your purchases through AvivaDirect are not agents of the Company.** The Company shall not be imputed with notice or knowledge of any information you may have communicated to any financial adviser representative or other professional adviser.

In the event that you choose not to seek any professional advice, it is important that you should carefully consider whether the intended purchase is suitable for you in light of your experience, investment objectives, financial situation, particular needs and other relevant circumstances. You acknowledge and agree that you shall be solely responsible for any purchases which you ultimately choose to enter into through AvivaDirect.

## Applications for AvivaDirect

You may submit the original signed copy of your duly completed application form for the purchase of insurance or investment products through AvivaDirect to the address set out below by post together with a copy of your NRIC or the particulars page of your passport and such other documents or information as the Company may require in order to process your application.

The Company may (where in its opinion circumstances necessitate the same) refuse to process any application without assigning any reason for doing so and shall not incur any liability to you as a result. In the event the application is, in the opinion of the Company, vague, unclear, ambiguous, incomplete or illegible, the Company may contact you by telephone using the contact details provided by you to clarify the information on your application and/or obtain outstanding information from you. The Company shall not be obliged to make any independent inquiry or verification of the identity of the person spoken to. The Company shall, in good faith, be entitled to treat any such information provided during such conversation as being fully authorised and binding on you and you acknowledge and agree that your application form will be processed on the basis of the additional information provided by you being included in your written application form.

By signing the application form and submitting the same in the manner provided herein, you are authorising the Company to rely upon and act in accordance with any communication or instructions in any form (whether written or orally) which may from time to time be or purported to be given by you (including any instructions for purchases and transactions through AvivaDirect) and which is accepted by the Company in good faith as having been given by you without further inquiry on the part of the Company beyond its standard authentication/verification procedure, as to the authority or identity of the person making or purporting to be making such communication or instructions or further reference to or verification of the accuracy, completeness or genuineness of such

communication or instructions, regardless of the circumstances prevailing at the time of such communication or instructions. You agree that you shall be responsible for all communications or instructions made or entered into in your name whether in writing (including in any electronic form or media) or orally howsoever communicated or purported to be given in the manner above and such communications or instructions shall be binding on you.

The Company reserves the right to reject instructions that are incomplete or (where applicable) if your signature differs from that given as a specimen to the Company. The Company reserves the right to reject any instructions for transactions which in the opinion of the Company are unclear or ambiguous or which may cause it to contravene any laws or regulations for the time being in force. The Company shall not incur any liability to you as a result of its refusal to act.

#### Joint Account

For applications in joint names, only two persons in a joint-or account is allowed. For joint-or accounts, both parties must sign the application form. In respect of any purchases, instructions and/or transactions made through AvivaDirect, the Company will act on the mandate given by either party. Both joint account owners must be above 21 years of age.

### Transactions through AvivaDirect

You may purchase insurance and/or investment products through or over the relevant Website or by telephone to the AvivaDirect Customer Service Call Centre or such other means as the Company may indicate to you from time to time. You agree that all transactions made through AvivaDirect will be processed in accordance with these AvivaDirect Terms and Conditions, the relevant Product Terms and Conditions and such other terms and conditions as the Company may prescribe from time to time.

You acknowledge and consent to the recording of all telephone communications with the Company. Unless otherwise provided in these AvivaDirect Terms and Conditions, any communications to you will be made through the Websites or such other manner as the Company may determine from time to time. Any communications made through the Websites shall be deemed to have been received by you immediately after transmission. **You are required to log onto the Websites (and if required, with your assigned UserID and Password) to receive such communications.**

You acknowledge, represent and warrant (and in the case of a joint-or account, each of you jointly and severally acknowledge, represent and warrant) for the benefit of the Company that:

- (a) transactions, instructions or communications made by you through the Websites shall be made through a UserID and Password issued by the Company to you or such other form of user identification expressly approved or issued by the Company for purposes of the AvivaDirect;
- (b) you are and shall be the sole, authorised and exclusive person using your UserID and shall not make use of or access the secured sites in the Websites other than for your own personal use and in accordance with these AvivaDirect Terms and Conditions and the terms of usage for the relevant Website;
- (c) you accept full responsibility for the use, protection and confidentiality of your UserID as well as for any transaction(s) executed or carried out through the UserID; and

- (d) you accept that your access to and use of the Websites will not be free from any fault, error or defects in the design or engineering.

Upon receipt of your UserID and Password, you shall have a non-exclusive right to access the secured sites in the Websites which right shall not extend to any other services provided by the Company. The Company reserves the right to amend, modify, suspend or terminate the operation of the Websites or the AvivaDirect Customer Service Call Centre and may do so without assigning any reason and in any manner it considers necessary and may provide such reasonable notice to you as circumstances may permit.

You also agree and accept that the Company may in its absolute discretion at any time forthwith suspend or terminate your access to or use of the relevant Website or the AvivaDirect Customer Service Call Centre and/or issue any conditions or directions in relation to its access or use from time to time and may do so without giving any reasons whatsoever and may provide such reasonable notice to you as circumstances may permit.

You acknowledge and agree that the Company has the right to suspend the processing of any transaction(s) instructed by you when an instruction is not given in accordance with these AvivaDirect Terms and Conditions and the Product Terms and Conditions or other terms and conditions as the Company may prescribe from time to time or upon the occurrence of any circumstances, which in the opinion of the Company, requires such suspension. Notwithstanding anything in these AvivaDirect Terms and Conditions and the Product Terms and Conditions whether express or implied, the Company shall be entitled at any time to decline to act on your instructions and may so decline without assigning any reason for doing so.

The Company shall not be responsible in any way for any loss or damage resulting from the provisions of this section provided that such loss or damage is not due to the deliberate fault or negligence of the Company. In any event, the Company shall not be liable whether in tort, in contract or otherwise for any consequential or indirect losses of any kind, including loss of profits.

### Confirmations

The receipt of any communication or instructions from you through AvivaDirect shall be deemed to have taken place on the date and time when an acknowledgement is given by the Company or on such date and time as may be specified in such acknowledgement and not the date and time when such instructions are given by you. You acknowledge and accept that the receipt of any of your instructions through AvivaDirect and/or by the Company does not mean that such instructions will be or are in fact carried out or executed until the acknowledgement or confirmation of the carrying out or execution of such instructions have been given to you from the Company.

You will receive confirmations of your transaction requests after the Company has processed them. All transaction or request confirmations given to you by the Company through the Websites or in the manner in which the Company administers or may determine from time to time, shall be deemed as accurate and accepted by you unless you inform the sender of the confirmation, i.e. Aviva or Navigator, as the case may be, otherwise within seven (7) working days from the date of confirmation.

## Changing Your Details

You need to inform Aviva immediately in writing of any change in the particulars given on your application form for the purchase of any Aviva insurance products and Navigator in respect of any change in the particulars given on your application form for the purchase of any Navigator investment products (including but not limited to change of address and of contact details). Until notification of such change is received by the Company in sufficient time as shall enable the Company to effectively act upon such notification, you shall absolve the Company of any responsibility or liability resulting from the Company acting on the basis of the original particulars.

## Confidentiality

You shall keep in confidence all confidential information available to you through the use of the secured sites in the Websites and shall not at any time copy, reproduce, disclose, distribute or disseminate the same to any other person in any manner, in whole or in part, and shall not cause to suffer or permit to be done any of the foregoing. "Confidential information" for purposes of this section shall mean all confidential information not in the public domain that is disclosed by the Company to you through the relevant secured sites in the Websites (whether or not the information is marked "confidential") but shall not apply to any information which is in the public domain through no fault of yours or at the time of disclosure by the Company, is already known to you from a source not originating directly or indirectly from the Company.

You agree and consent to the disclosure by the Company of all information and transactions carried out by you through AvivaDirect to any regulatory body or authority for compliance by the Company of their obligations under applicable laws, regulations, guidelines and practice directions (whether or not having the force of law). You also irrevocably agree and consent to any disclosure of such information by the Company to its agents, employees and third party service providers, professional advisers, other third parties through which transactions will be carried out or such other parties which in the Company's opinion is necessary in order to carry out its obligations under AvivaDirect Terms and Conditions and the Product Terms and Conditions. Other than otherwise provided in the foregoing, the Company shall not disclose any information given by you which is received by the Company unless consent has been given by you for it to do so.

The confidentiality obligations under this section shall survive the termination of your agreement with the Company.

## Indemnity and Liability

You agree that the Company shall not be liable for any loss, damage or expense suffered or incurred by you (including but not limited to losses suffered as a result of the exercise by the Company of the powers or discretions conferred on it by these AvivaDirect Terms and Conditions and the Product Terms and Conditions), which is not due to the deliberate fault or negligence of the Company. In any event, the Company shall not be liable whether in tort, in contract or otherwise for any consequential or indirect losses of any kind, including loss of profits.

Without prejudice to any portion of these AvivaDirect Terms and Conditions:

The Company accepts no responsibility and shall have no liability whatsoever to you:

- (a) in relation to your receipt of advice or recommendation from any financial adviser representative or other professional adviser; and
- (b) for any costs, expenses, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgement, suits, losses (including any consequential loss and any loss of investment opportunity), or damages of whatsoever nature suffered or incurred by you as a result of, or in connection with, any transaction made or omitted to be made by you through AvivaDirect on the basis of any information provided by the Company pursuant to these AvivaDirect Terms and Conditions and the Product Terms and Conditions.

The Company shall not be liable to you for any delay, loss or damage (including any direct, indirect, consequential or incidental loss including but not limited to any loss of profits) caused by, arising from or attributable to any one or more of the following events or matters:

- (a) any act of God, governmental restriction, or any other act, matter or thing beyond its reasonable control;
- (b) any defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Company or any other person and whether or not used in the provision or operation of any service by the Company), including but not limited to:
  - the inability or failure of any such equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
  - the failure of any such equipment or system to accept, recognise or process any instruction of yours;
  - a breakdown in or the failure of the Websites or any other website through which the Company may offer the AvivaDirect;
- (c) any error, cessation, interruption or delay in transmission or any wrongful interception of any instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Company or by any other person and whether or not used in the provision or operation of any service by the Company);
- (d) the corruption or loss of any data stored in any equipment, terminal or system or instruction or in the course of transmission through the internet, any computer or any electronic or telecommunications system used by the Company or any other person whether or not in connection with any transaction through AvivaDirect or the provision or operation of any service, including any errors generated in the transmission of any data or instruction;
- (e) the cessation or interruption of the availability or operation of any service;
- (f) the failure or refusal of the Company or any other person to accept or honour any instruction of yours or any delay in the execution of your instructions;

- (g) any loss or unauthorised use of your UserID; and
- (h) any failure on the part of the Company to perform its obligations or duties to you caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs.

### Your Liability

You shall indemnify and hold the Company harmless against any and all loss, damage, costs, charges and/or expenses suffered and/or incurred by the Company as a result of acting or relying on any information or communication given by you or on any of your instructions made or given or purporting to be made or given by you or by any other person on your behalf (in whatsoever form given, whether by electronic, facsimile, written means or otherwise).

You also agree to indemnify the Company and their officers, employees and agents against any claims, liabilities, expenses, losses or costs (including legal costs on a full indemnity basis) suffered or incurred by them as a result of:

- (a) a default by you of your obligations under these AvivaDirect Terms and Conditions and the Product Terms and Conditions;
- (b) performance by the Company and their officers, employees or agents of their obligations, or exercise by them of powers conferred, under these AvivaDirect Terms and Conditions and the Product Terms and Conditions (including acting on your instructions) not arising from their own negligence, fraud or willful default;
- (c) the acts of your agents, attorney or your financial adviser representative (as the case may be); or
- (d) your failure to comply with applicable laws when giving any instructions through AvivaDirect.

This obligation is a continuing obligation, independent of your other obligations under your agreement with the Company. It continues after termination of your agreement with the Company.

### Appointment of Service Providers

The Company shall be entitled to appoint any third parties to provide sales instructions taking and servicing for AvivaDirect, subject to such applicable laws and regulations. While the Company shall use all reasonable care in appointing such third party service providers, the Company shall not be responsible for any acts or omissions by such third party service providers unless such acts or omissions result directly from the deliberate fault or negligence of the Company.

### Termination of AvivaDirect Terms and Conditions

These AvivaDirect Terms and Conditions shall automatically terminate, with respect to any Aviva insurance products and any Navigator investment products purchased by you through AvivaDirect, upon the termination of that Aviva insurance product or that Navigator investment product (as the case may be).

### Amendments to these AvivaDirect Terms and Conditions

These AvivaDirect Terms and Conditions will be amended as and when the Company becomes aware of any material change that

has occurred to the information contained in these AvivaDirect Terms and Conditions. The Company may also amend these AvivaDirect Terms and Conditions from time to time as it may deem necessary (including for it to comply with any changes to applicable laws, regulatory policies or other statutory requirements). If an amendment is made to these AvivaDirect Terms and Conditions, at least thirty (30) days' written notice (or any other period as may be stipulated by the relevant authorities) will be provided to you, after which the revised AvivaDirect Terms and Conditions will be binding on you. You can obtain the latest version of these AvivaDirect Terms and Conditions from the Company or the Websites or such other website as the Company may direct from time to time.

### General Provisions

These AvivaDirect Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.

If any one or more of the provisions contained in these AvivaDirect Terms and Conditions shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. You agree that a printed version of these AvivaDirect Terms and Conditions and of any notice, communication, confirmation or instruction given by the Company or yourself pursuant to these AvivaDirect Terms and Conditions whether in writing (including in any electronic form or media) or orally howsoever communicated shall be admissible in judicial or administrative proceedings based upon or relating to your arrangement with AvivaDirect to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

A person who is not a party to these AvivaDirect Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of these AvivaDirect Terms and Conditions save that any third party appointed by the Company to provide sales instructions taking and servicing for AvivaDirect shall be entitled to the benefit of the indemnities and exemptions from liability contained in these AvivaDirect Terms and Conditions as if it had been a party to these AvivaDirect Terms and Conditions.

The headings in these AvivaDirect Terms and Conditions are for convenience only and shall not affect the interpretation of these AvivaDirect Terms and Conditions. Unless the context otherwise requires, references to the singular number shall include references to the plural and vice versa and references to a particular gender shall include all genders and references to natural persons shall include bodies corporate and vice versa.

### Declarations

You confirm that you have read and agree to be bound by the provisions of these AvivaDirect Terms and Conditions.

Registered Office for Aviva Ltd, Navigator Investment Services Limited:

4 Shenton Way #01-01  
SGX Centre 2  
Singapore 068807  
Tel no. : (65) 6827 7988  
Fax no. : (65) 6827 7700  
Email : [direct@aviva-asia.com](mailto:direct@aviva-asia.com)  
Website : [www.avivadirect.sg](http://www.avivadirect.sg)