

Terms and conditions for
**electronic services for
employers or business
consultants**

Scope

Save for the Auto-Enrolment Manager for Employers (AME) and AMELite, these terms and conditions apply to all/any of our electronic services for which you (the Employer or any third party appointed by the Employer) has registered or will register in the future. There are separate terms of use governing our Auto-Enrolment Manager for Employers (AME) and AMELite. You will be asked to accept the terms of use if you apply to use AME or AMELite.

We may notify you of and ask you to accept any additional terms and conditions online and/or by revisions to this document.

Security

Access to our online services is controlled by each user having unique online access details (or other security identification data or token).

If you register for our electronic services, then you should provide us with an e-mail address to which we shall forward the password-protected communication. If you need to change the e-mail address to which password-protected communications are to be sent, then you must do so in writing. You also agree to ensure a virus-free scan is performed before any data is sent to us using a current version of software suitable for this purpose. In the event we are infected with a virus originating from the data you have sent us, and we incur losses, then you are responsible.

We will provide a sealed password for the authorised persons nominated. We will require them to use this password when sending password-protected data to us and to access data provided by us. We undertake to use the password when sending details to the named individual which we deem to be sensitive. You authorise us to treat password-protected instructions sent to us in this way as being instructions from you. We accept no liability for any losses arising in following these instructions.

You are responsible for ensuring that each user within your organisation protects his/her own unique online access details (or other security identification data, password or token) and is under an obligation:

- not to share unique online access details (or other security identification data, password or token);
- not to leave a computer (which, for the purposes of this document, includes portable computing devices) unattended whilst the browser, e-mail or other document is active;
- not to allow a session to be accessed by anyone else; and
- to destroy or securely store any information printed off.

If a computer on which any of our services have been used is sold or leaves your control for any reason you must take all reasonable steps to ensure that all our data, including temporary Internet (cached) files are removed.

You are responsible for ensuring that any software used to access our online services has adequate security features to protect your unique online access details (or other security identification data, password or token) and in particular you must ensure that such security features are in place whenever you leave your computer unattended.

We will accept no liability for any consequential loss or damage, however it may be caused, arising from the use or operation of electronic services, any document/information which you download or any password protected communications and associated documents.

We will not accept liability for any misuse of any password-protected information forwarded to you.

Data Protection

Definitions and Interpretation

‘Controller’, ‘Personal Data’, ‘Process/Processing’, ‘Processor’ shall have the meanings given to them in the Data Protection Laws.

‘Data Protection Laws’ means the UK GDPR and, if and to the extent applicable, the EU GDPR, together with any laws, legislation and/or regulation implementing or made pursuant to them, or which amends, consolidates, replaces or re-enacts any of the same (including the Data Protection Act 2018), and all other applicable laws relating to the processing of Personal Data and privacy that may exist in any relevant jurisdiction;

‘EU GDPR’ means the General Data Protection Regulation (EU 2016/679); and

‘UK GDPR’ means the EU GDPR as it forms part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018

Personal information – data about you

For each online session, we will gather information relating to the identity of the user, the time of use, and the way in which the user has navigated through our web site and our online services.

This information may be used for administrative or security purposes.

Personal information – client data

We hold and process all data in accordance with the requirements of the United Kingdom Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, and all applicable laws, rules and regulations from time to time relating to data privacy (the “Data Protection Laws”).

If you have registered for our online services we will allow you access to Scheme Level and Category Level data relating to the pension plan(s) for which you are the designated Employer or delegated authority has been given.

To comply with Data Protection Legislation you must have authority to act on behalf of any members of the pension plan(s).

The data held on our systems belongs to Aviva. You are only authorised to use it in connection with the administration of your pension plan(s).

If you access or obtain data to which you are not entitled, due to our error or yours, you have no authority to use it and must notify us immediately. Data to which you are not entitled includes, in particular, data relating to an individual who is no longer or never has been a member of your pension plan or personal data about a member of your plan which does not relate exclusively to information concerning their membership or contributions paid by or for them to the pension plan.

Additional authorised users

You may request additional user access for new or different members of your organisation at any time. Requests may be made by letter, fax, e-mail, telephone, or online but must always be confirmed in writing by the authorised signatory (see below).

We will contact you for authentication of the request. Subject to any other checks we consider necessary the additional authorised user(s) will be set up.

We will send you a list of current authorised users for your organisation on your request.

When a user leaves your organisation

For our mutual protection, when a user leaves your organisation or you withdraw the authorisation of an administrator you must telephone our Call Centre immediately so that we can disable their access to our services.

You must also notify us in writing by fax, e-mail or post within 24 hours of the user leaving your firm (or leaving your premises if earlier).

We will acknowledge revocation of a user's access by sending you a confirmation communication.

We will not accept liability for any loss or damage suffered by you or your clients arising from continued access to our online services after a user has left your organisation and has ceased to act with your authority.

Revoking access

If your organisation ceases to be the designated employer or delegated authority for a pension plan we will revoke authority to access our online services for all your users.

We will also revoke any Online Account Number or registration as a user if not used for a period of 13 months.

Availability/alteration of services

Availability of our online services depends on our own systems availability and where applicable normal internet availability. We will not accept liability for unavailability of the system for any reason.

We may amend, extend or withdraw any service at any time.

Additional conditions for policy information

1. Access Rules

The information can be accessed only by policy number or plan name (as appropriate).

2. Information Available

The details available under each policy are for illustrative purposes only. Formal surrender/maturity illustrations or quotations should be requested through your Financial Adviser or from us, if you don't have an adviser.

The date when the information was last updated will always be shown on the screen or document.

You or your authorised users will be responsible for ensuring the confidentiality of any password-protected information. All password-protected information must be used only for the purposes of administration of the pension plan and you will be responsible for any misuse of password-protected personal data communicated to you.

If you register for our electronic services, you will use the standard format outlined, any change to the format must be agreed in advance.

If you register for our electronic services, you agree to use software and password(s) specified by us before sending data to us. Use of any other software must be agreed, in writing, in advance of the data being sent to us.

3. Errors and Omissions

It is your responsibility to ensure the employee details you send us are accurate and up to date. If you become aware that any information is not accurate or up to date you must notify us immediately.

We endeavour to keep our records up to date at all times. However, there may be changes of which we have not been notified. If you access a record or document which contains errors or omissions please tell us immediately.

The details available are for illustrative purposes only and should not be relied upon in isolation. We will not accept liability for any claims by you and/or your employees for damages or loss arising from an inaccurate record where the inaccuracies are due to your error (whether such error is negligent or otherwise).

Formal illustrations are available on request.

4. Compatibility

We give no warranty that any of the media options available under our electronic services will be compatible with the hardware or software on which you will download or process the password-protected information and can give no guarantees over the level of security of the methods and password(s) used.

5. Terms and conditions

Employer's undertaking

I agree to pay until further notice the employer's payments, if any, in respect of each of the members. This will provide benefits for the members under the Aviva Group Personal Pension ("the scheme").

I understand that such benefits are payable subject to, and in accordance with the terms of the policy or policies issued to each of the members, and in accordance with the Rules of the scheme. The Rules of the scheme are amended from time to time and I have no rights, charge or lien in respect of benefits payable under the scheme. Copies of the member terms and conditions and key features documents are available to me on request.

I acknowledge that I am responsible for compliance with the Data Protection Laws in respect of the Processing of Personal Data undertaken in relation to the purposes of administering the scheme and the members personal pension policies whether as a Processor or Controller. I shall only use the Personal Data accessible to me by way of the online services for the purposes of and to the extent strictly necessary to administer the scheme and the members pension policies.

Where applicable, I have received or will obtain the necessary authorisation from the members and I agree to deduct the agreed contributions from their earnings, after deductions of basic rate tax relief (if applicable), and to forward them promptly to Aviva.

The employer's schedule gives details for individual members and forms part of this application.

This agreement will end for any employee who leaves our employment or on an earlier date agreed with the employee. In either case, I will notify Aviva accordingly.

I have received and accepted these Terms and Conditions for electronic services on behalf of the organisation I represent. I take responsibility for ensuring that all users within my organisation are aware of and will comply with these Terms and Conditions.

I confirm that any employees authorised may have access to our online services or other electronic services should they choose to register in the future.

I confirm that where I have agreed to provide scheme administrator access to my authorised business consultants this access authorises any individual employed by the company/agency of my authorised business consultants (who is responsible for administering the scheme) access to the Aviva online services.

For non auto-enrolment schemes, where employee payments are made to the Company Pension @ Aviva or Company Stakeholder @ Aviva, I confirm that the employee's consent has been obtained to join the scheme and deduct payments from salary, and that this consent will also be obtained for any future new entrants.

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