

Company Pension @Aviva



Terms and conditions for auto-enrolment services

Scope

These terms and conditions apply to schemes or categories of schemes being used for auto-enrolment (including qualifying schemes) by employers. Where specifically stated below certain sections will not apply to schemes or categories of schemes being used only as a qualifying scheme. There are separate terms of use governing our Auto-Enrolment Manager for Employers (AME). You will be asked separately to accept the AME terms of use if you apply to use AME.

Any reference to 'you' shall include the employer and any third party you have formally appointed to undertake your duties.

We will only accept employees to be members of the Scheme who are permanent UK residents. The Scheme cannot be used for automatically enrolling employees who are not permanent UK residents.

Provision of information

You must send us accurate and complete information.

You must take all reasonable steps to correct errors once they have been identified. If we have to correct any errors in the data you send us, we may have to charge you for it. The fee will be agreed on a case to case basis. You must take all reasonable steps to correct errors once they have been identified.

You shall provide us with any reasonable information we shall request from time to time in connection with the administration of the Scheme.

Enrolment Information

You shall provide each jobholder who is to be automatically enrolled with the document called 'Your Company Pension - an essential guide for employees', your default fund investment information and with enrolment information (as defined in the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010) before sending jobholder information to us. Further information can be found in step 2 here: <https://www.aviva.co.uk/business/workplace-pensions/auto-enrolment/rules-fines-and-penalties/>. By sending us new jobholder information you will be confirming you have done this.

You must notify us immediately if you send us jobholder information before you have issued enrolment information. You must tell us the date you give the enrolment information to the jobholder as where we are issuing information to the jobholder about the terms and conditions of the pension scheme this will not be done until you notify us you have issued enrolment information.

Unless we agree otherwise, you must send us jobholder information within 2 weeks of the jobholder's automatic enrolment date, automatic re-enrolment date, or enrolment date using the online billing platform process or other means we agree to. Once we receive the new jobholder information we will issue the opt-out notice to the member, along with their personalised illustration.

Contributions

You must pay contributions for each jobholder and employee, where applicable, to us.

You must pay the right amount of contribution to us, as defined in any agreement with your employee, or on the basis you have decided to meet your auto-enrolment duties. You must ensure that we receive contributions no later than the 22nd of the month after you deducted employee contributions from their pay or after employer contributions become due. You are responsible for making sure that contributions meet your duties under relevant legislation and any other applicable legislation.

If you become aware of any errors with the contributions or information about the contributions you must tell us immediately. You must take any reasonable action required to correct the errors.

You must pay contributions to us within the timeframes detailed on your scheme or category application form. You can request details of your original request from us at any time if you are unable to locate your original copy. Contributions must be paid from a UK bank account.

When contributions change or stop

You must tell us when an employee leaves employment with you, reaches retirement age or where there are any other changes in circumstances which result in contributions ceasing or which affect the level of contributions being paid to the Scheme (leaving employment includes leaving service as a result of death).

Opt-in

Unless otherwise agreed by us, you will provide us with details of any employees who have completed an opt-in notice or joining notice within 2 weeks of the date you are given the relevant notice. You will send us details of employees who have completed an opt-in notice or joining notice using the online billing platform process or other such electronic means as we agree, in writing, with you.

You must provide each jobholder who gives you an opt-in notice with the Aviva document called 'Your Company Pension - an essential guide for employees', your default fund investment information and with enrolment information before you send us the jobholder information. By sending us new jobholder information you are confirming you have done this.

You must notify us immediately if you send us jobholder information before you give the employee the enrolment information. You must confirm the date the enrolment information is given to the jobholder as, where we are issuing information about the terms and conditions of the pension scheme this will not be done until we receive confirmation from you of the date the enrolment information is given to the jobholder.

Provision of opt out services

Unless otherwise agreed by us, you appoint us to act as your agent for receiving and retaining opt-out notices for all employees enrolled into the Scheme.

Where we act as your agent we will:

- Run a daily opt out report on each working day an opt-out notice is received for the Scheme and we will send an electronic copy of this report to you to confirm an opt-out notice has been received and the details of who has opted out.
- On receiving a valid opt-out notice, or notification of an opt-out notice from you, refund any automatic enrolment contributions we have received. We will refund in a manner that we have agreed with you.
- Refund any automatic enrolment contributions within one calendar month of receiving a valid opt-out notice or notification of an opt-out notice.

We will retain opt-out notices for a period of 6 years from the date the opt-out notice is received.

Changes to the agreement

We may amend, revoke or replace the terms of this agreement at any time for the following reasons:

- to respond, in a proportionate manner, to changes in the way we administer schemes of this type;
- to respond, in a proportionate manner, to changes in technology or general practice in the life and pensions industry;
- to respond, in a proportionate manner, to changes in taxation, the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
- to correct errors, if it is reasonable to do so.

If we consider any variation of these conditions is to your advantage or is necessary to meet regulatory requirements, we may make the change immediately and tell you at a later date.

We will tell you in writing of any change we consider is to your disadvantage (other than any change necessary to meet regulatory requirements) at least 90 days before the change becomes effective, unless it is not possible for us to do this, in which case we will give you as much notice as we can.

If we have reported you to the Pensions Regulator because you have not paid any contributions for your employees and you continue not to do so, we reserve the right to close your scheme. We will work with you to allow you to make good any missed contributions, and otherwise give you appropriate notice before closing your scheme.

These terms and conditions are governed by laws and courts of England and Wales.