

# Auto-enrolment acceptance terms (CIMP – not using SmartEnrol)

Effective as at June 2023

## Changes to these Terms

These Terms are dated May 2023.

Most of the changes to the Terms have no material impact, but the main changes are set out below:

Section	Change
3	Section 3 has been updated to reflect the current <b>Data protection</b> legislation.
17	the notification period for variations to these <b>Terms</b> has been shortened from three months, to one month.

This leaflet (coded NSECIMP4) sets out the terms and conditions (the **Terms**) where the **Employer** does not require support from **Aegon** in meeting **Auto-Enrolment** duties and does not require the services offered by **Aegon's** SmartEnrol.

These **Terms** apply where the **Employer** is operating or setting up a money purchase occupational scheme with **Aegon**, 'the Scheme'. The **Terms** include any Schedule(s) (coded for example, CIMPSC3) which are attached to these **Terms**, or, where **Aegon** provides replacement **Terms**, which were attached to a previous version of the **Terms** or sent separately for attachment.

A separate Schedule confirms specific membership details relative to each Scheme.

We will supply separate acceptance terms to the **Employer** covering:

- any group personal pension scheme the **Employer** operates with **Aegon** to address **Auto-Enrolment** duties, and
- for any scheme where the **Employer** decides not to use that scheme to meet **Auto-Enrolment** duties.

## **Employer and trustee acceptance**

As part of the discussions on the details included in the Schedule(s) to these **Terms**, the **Employer** confirmed that:

1. they will not be using the services of **Aegon's** SmartEnrol to meet their **Auto-Enrolment** duties, but
2. will be using the CIMP named in the Schedule(s) as the pension Scheme for some or all of their **Workers**.

As a result, the **Employer** will be deemed to have accepted the **Terms** set out in this leaflet unless the **Employer** notifies **Aegon** to the contrary within 30 days of receiving these **Terms**.

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## 1. Introduction

- 1.1 **Aegon** is not required to support the **Employer** in meeting **Auto-Enrolment** other than as required by **Auto-Enrolment Legislation** or by any regulatory authority with jurisdiction over the operation of the **Scheme**.
- 1.2 Defined terms used in this leaflet have the meanings set out in section 18.
- 1.3 The **Employer** and the **Trustee** warrant and represent that the terms of the **Scheme** facilitate compliance with the **Terms**.
- 1.4 The **Employer** and the **Trustee** agree and acknowledge that **Aegon** has not provided advice of any kind relating to the **Scheme** or the **Auto-Enrolment Services** including but not limited to legal and/or financial advice and that **Aegon** does not provide advice in conjunction with the **Scheme**. The **Employer** and the **Trustee** must refer to their own appointed **Advisers** for advice of this nature.
- 1.5 The **Employer** shall use all reasonable endeavours to ensure that the **Trustee** complies with the **Terms**.
- 1.6 The **Employer** warrants and represents that:
  - 1.6.1 It has brought the **Terms** set out in this leaflet to the attention of the **Trustee**;
  - 1.6.2 The **Trustee** has confirmed to it in writing that it has no objection to the **Terms** set out in this leaflet;
  - 1.6.3 It shall use reasonable endeavours to procure that the **Trustee** shall conduct itself as if it is bound by the **Terms** set out in this leaflet;
  - 1.6.4 It has obtained full and valid authority from the **Trustee** to act on behalf of the **Trustee** in matters relating to the administration of the **Scheme** (for the avoidance of doubt including without limitation for the purposes of the **Trustee** receiving any administration services); and
  - 1.6.5 It has provided full and valid authority for the **Trustee** to act on its behalf in relation to the performance of the **Employer's** functions and obligations under this leaflet.

## 2. Information provision and requirements

- 2.1 The **Employer** will provide **Aegon** with:
  - 2.1.1 all **Worker** data and information relevant to the operation of the **Scheme**; and
  - 2.1.2 where the **Employer** uses the CIMP to meet the **Employer's** duties under the **Auto-Enrolment Legislation**, data which **Aegon** is expected to retain as part of reporting requirements imposed by **Auto-Enrolment Legislation** or by any UK regulatory authority.

Data and information provided by the **Employer** will be accurate, complete and up to date in all material respects.

- 2.2 The **Employer** will provide such information requested by **Aegon** within reasonable timescales, in a format agreed with **Aegon**. The **Employer** agrees that any delay in the provision of **Worker** data or information to **Aegon** could result in a contravention of the **Auto-Enrolment Legislation**.
- 2.3 The **Employer** will also use all reasonable endeavours to trace any missing data items as notified by **Aegon**.
- 2.4 **Aegon** reserves the right to charge the **Employer** for all costs and expenses it reasonably incurs as a direct consequence of:
  - any erroneous or incomplete information provided to it, or
  - information not provided to it within the required timescales in relation to the **Scheme**.

## 3. Legal and regulatory requirements

- 3.1 **Aegon** will use reasonable endeavours to:
  - 3.1.1 keep confidential information relating to the **Scheme** and the **Workers** secure; and
  - 3.1.2 prevent any unauthorised or illegal use, publication or disclosure of such information or unauthorised or illegal access to such information.

- 3.2 The **Employer**, **Aegon** and the **Trustee** acknowledge and agree that where **Aegon** discloses **Personal Data** to an **Authorised Third Party**:
- 3.2.1 the **Employer** shall (and shall procure that the **Trustee** shall):
- a ensure that the disclosure of the **Personal Data** is compliant with **Data Protection Legislation**; and
  - b procure the **Authorised Third Party** recipient's compliance with its obligations under **Data Protection Legislation**;
- 3.2.2 **Aegon's** sole obligation in relation to such a disclosure of the **Personal Data** is to ensure that the disclosure meets the data security requirements as set out in **Data Protection Legislation**; and
- 3.2.3 the **Employer** shall indemnify and keep indemnified **Aegon** from and against any and all liabilities which **Aegon** may incur (directly or indirectly), including, without limitation, in relation to any third party claim and **Aegon's** expenses in defending and/or settling such third party claim, arising from any breach by the **Authorised Third Party** recipient (or any of its **Data Processors**) of any of its obligations under **Data Protection Legislation**.
- 3.3 In this section 3, the terms "Controller", "Data subject" and "Processing" shall have the meanings given to those terms by the **Data protection legislation**.
- 3.4 **Aegon** and the **employer** acknowledge and agree that, for the purposes of the **Data Protection legislation**, they shall each act as independent Controllers in respect of the **Personal data** and each of **Aegon** and the **employer** shall comply with the obligations imposed on it as a Controller by the **Data Protection Legislation**.
- 3.5 The **employer** warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the relevant **Personal data** to **Aegon** in accordance with these **Terms**.
- 3.6 The **employer** shall ensure that:
- 3.6.1 all **Personal data** disclosed, transferred or made available to **Aegon**, by or on behalf of the **employer**, is accurate and up to date, adequate, relevant and not excessive, in each case to enable **Aegon** to Process the **Personal Data** as required by these **Terms**;
- 3.6.2 it has provided to Data subjects all necessary fair processing notices and obtained all relevant consents (including observing any requirement to obtain the explicit consent of Data subjects where applicable) to enable the lawful transfer of **Personal data** to **Aegon** and where **Aegon** discloses **Personal data** to an **Authorised third party**, to enable **Aegon** to lawfully transfer the **Personal data** to such **Authorised third party**;
- 3.6.3 it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of **Personal data** and against accidental loss or destruction of, or damage to, **Personal data**.
- 3.7 **Aegon** and the **employer** shall cooperate and assist each other in relation to their respective obligations under the **data protection legislation**, including with respect to subject access requests, notices and complaints from (or on behalf of) Data subjects, data security, data breach notifications, data protection impact assessments and/or any investigation or assessment initiated by, or consultation with, the **Information Commissioners Office (ICO)** or other relevant regulator.
4. **Aegon charges**
- 4.1 **Aegon** may levy a charge for providing or continuing to provide the services under these **Terms**. If a charge is to apply at outset, **Aegon** will inform the **Employer** of the amount of the charge. Where **Aegon** decides to introduce a charge to a **Scheme** where the services are already being provided (free of charge), **Aegon** will give the **Employer** at least three months' notice of the introduction and amount of the charge, and will agree with the **Employer** and the **Trustee** at that time how the charge will be met.

## 5. Default investment strategy

5.1 **Aegon** takes no responsibility for the selection of the **Default Investment Strategy**, other than in compliance.

The **Trustee** may appoint an **Adviser** who will be responsible for the selection of and ongoing advice on the **Default Investment Strategy** and the **Default Fund Governance**, and **Aegon** encourages such appointment. The **Trustee** shall (and shall procure that any **Adviser** so appointed shall):

5.1.1 consider the design, performance and suitability of the **Default Investment Strategy**; and

5.1.2 reconsider these aspects, as a minimum, within three years of the date of the selection, and no later than triennially thereafter, or otherwise as may be set out in legislation or regulatory guidance published from time to time.

## 6. Notices

6.1 Notices or information given by an electronic medium or in writing will be deemed received on the day of actual delivery (unless **Aegon** advises otherwise).

## 7. The Scheme

7.1 The **Employer** confirms that it has satisfied itself that the **Scheme** meets the quality requirement set out at Section 20 of the **Pensions Act** in relation to **Workers** enrolled by reference to a requirement under the **Pensions Act**.

7.2 In relation to the **Scheme** and any services covered by these **Terms**, all communications and information issued by or provided by **Aegon** will be in the English language and **Aegon** will not (and the **Employer** agrees and acknowledges that **Aegon** will not) issue or provide communications and information in any other language.

7.3 In relation to the **Scheme**, all contributions and benefits are payable in sterling or other legal tender in the UK and **Aegon** will not (and the **Employer** agrees and acknowledges that **Aegon** will not) accept or receive contributions or pay benefits in any other currency.

7.4 **Aegon** may make changes to the services provided under these **Terms** in a reasonable and proportionate manner where it is necessary or prudent to do so. This may include, for example:

7.4.1 as a consequence of a change in the

law and/or regulatory regime governing pension arrangements or a change which is generally applicable to a business in the UK;

7.4.2 where there is no cost or material impact to the **Employer**;

7.4.3 to allow **Aegon** to provide an improved, more efficient or lower-cost service to the **Employer**;

7.4.4 to reflect market conditions and general industry practice;

7.4.5 to reflect any changes to the costs **Aegon** faces in providing services to the **Employer**;

7.4.6 because of changes in the way **Aegon** does business

## 8. Waiting period

New **Members** should be included in the **Scheme** from a date that is at the start of a complete **Pay Reference Period**. If necessary, the **Employer** shall issue a notice to each **Joiner** confirming that the **Employer** intends to defer inclusion in the **Scheme** to a date, within the **Deferral Period**, that falls immediately after any complete **Pay Reference Period**.

## 9. Membership

9.1 The **Employer** agrees that:

9.1.1 it is responsible for the assessment of **Workers** under the **Auto-Enrolment Legislation**, and that

9.1.2 it will confirm the **Auto-Enrolment** categorisation to **Aegon** that is: **Eligible Jobholder**, **Non-Eligible Jobholder** or **Entitled Worker**, as appropriate and all as defined in the **Pensions Act**, including when the categorisation of a **Worker** who is already a **Member** changes. This will allow **Aegon** to meet any reporting requirements imposed by the Pensions Regulator or by any Government department.

**Aegon** accepts no liability for the assessment of, categorisation of and contribution levels in relation to **Workers**, other than through application of the **Criteria**.

9.2 **Aegon** shall, on behalf of the **Employer**, enrol **Workers** in accordance with these **Terms**. With the consent of **Aegon**, the **Employer** may, in conjunction with the **Trustee** and subject to the **Rules**, vary the categorisation of membership

set out in the **Schedule(s)**.

9.3 Any **Worker** who retains benefits in the **Scheme** after a period when no contributions were paid to the **Scheme** in respect of the **Worker** and rejoins, or is re-enrolled into the **Scheme** shall be treated as any other new **Joiner**, except that contributions will be invested in the same investment fund(s) as apply for the **Worker's** existing benefits in the **Scheme** at that time.

9.4 Unless otherwise agreed between the **Employer** and the **Worker**, contributions in respect of the **Worker** will be fixed as set out in the **Schedule(s)**.

## 10. Contributions

10.1 The **Employer** will make each payment of contributions under these **Terms** within the minimum period set by legislation from time to time and shall provide **Payroll Data** at such timescales, within such timescales and in such manner as may be agreed between the **Employer** and **Aegon**.

10.2 The **Employer** may pay contributions to the **Scheme** on a monthly basis, with only one such payment to be made in each **Monthly Contribution Period**, including for weekly paid **Workers**, unless otherwise agreed by **Aegon**.

10.3 The **Employer** shall not transfer to **Aegon** any sums in relation to a **Joiner** until the **Opt-Out Period** has expired in relation to that **Joiner**. **Aegon** shall accept no liability for sums (including without limitation the investment performance of such sums) transferred to **Aegon** within the **Opt- Out Period**.

10.4 **Aegon** will invest contributions received under these **Terms** in the **Default Investment Strategy** (or, after the **Opt-Out Period**, in accordance with any **Fund Instruction** given by the **Member** and agreed by the **Trustee**).

10.5 If any **Worker** demonstrates that a contribution was incorrect in relation to him/her then either:

10.5.1 the **Employer** shall make up any shortfall which will be applied to the **Worker's** account at the date it is received; or

10.5.2 **Aegon** shall disinvest the units to the appropriate value at the current date and return any overpayments to the **Employer**

as soon as reasonably practicable, but always subject to the **Rules**.

## 11. Opt-In and joining rights

11.1 Upon the instruction of the **Employer** (having obtained the **Trustee's** agreement and where appropriate in terms of the **Auto-Enrolment Legislation**), **Aegon** shall treat any **Worker** (who has not been assessed as an **Eligible Jobholder** by the **Employer**) as though such **Worker** were a **Joiner** for the purposes of section 7 to 14 of these **Terms** (subject to any specific terms agreed between **Aegon** and the **Employer**).

11.2 The **Employer** shall ensure that a **Worker** joining in terms of section 11.1 has given the **Employer** authority to deduct any **Member** contributions to be paid to the **Scheme** from that **Worker's** earnings.

## 12. Contractual enrolment

12.1 Upon the instruction of the **Employer** (having obtained the **Trustee's** agreement), **Aegon** shall treat any **Contractual Joiner** as though such **Contractual Joiner** were a **Joiner** for the purposes of sections 7 to 14 of these **Terms** (subject to any specific terms agreed between **Aegon** and the **Employer**). **Aegon** shall not be (and the **Employer** agrees that **Aegon** shall not be) responsible for any other process or procedure in relation to such individuals.

12.2 The **Employer** confirms to **Aegon** that it has authority under each relevant **Contractual Joiner's Contract of Employment** to enable the enrolment of the **Contractual Joiner** as though such **Contractual Joiner** were a **Joiner**.

## 13. Opt-Out arrangements

13.1 During the **Opt-Out Period**, **Aegon** will make available **Opt-Out Notices** to **Joiners** which may be requested from **Aegon** in an electronic format.

13.2 The **Employer** is responsible for validating all **Opt-Out Notices** submitted by **Joiners**. **Aegon** shall not (and the **Employer** agrees that **Aegon** shall not) acknowledge or process in any way, any **Opt-Out Notice** submitted to it. **Aegon** shall accept no liability resulting from an **Opt-Out Notice** being submitted to it.

13.3 The **Employer** shall inform **Aegon** upon receipt of a valid **Opt-Out Notice** as soon as reasonably practicable.

## 14. Non-refund of contributions

14.1 In the event that a **Joiner** provides an **Opt-Out Notice** after the **Opt-Out Period** has expired the **Employer** shall notify the **Joiner** that active membership of the **Scheme** shall continue unless and until the **Joiner** ceases active membership in accordance with the terms of the **Scheme** (and no refund of contributions shall be made under Regulation 11 of the **Auto-Enrolment Regulations** in respect of the **Eligible Jobholder**).

## 15. Liability

15.1 **Aegon** shall owe no liability to the **Employer** or the **Trustees** in respect of any claims arising out of or in connection with the provision of the **Scheme** and shall not be liable to the **Employer** or the **Trustees** for:

15.1.1 indirect or consequential loss, damages or costs in each case arising out of or in connection with these **Terms** including as a result of breach of contract, negligence or any other delict or tort, under statute or otherwise;

15.1.2 losses (of whatsoever nature) arising directly or indirectly from or relating to:

a materials, data or information provided to **Aegon** by the **Employer** or by a third party on the **Employer's** behalf;

b the choice of and ongoing suitability of the **Default Investment Strategy** to apply to any payment made to the **Scheme** by or in respect of a **Member**;

15.1.3 fines or penalties imposed by the Pensions Regulator, the Financial Conduct Authority or any successor bodies, arising directly or indirectly from or relating to any failure by the **Employer** to comply with or act in accordance with the employer duties as described in chapter 1 of the **Pensions Act**.

15.2 Nothing in these **Terms** will exclude, limit or restrict **Aegon's** liability for any matter in respect of which liability cannot by applicable law be limited.

## 16. Termination

16.1 The services provided under these **Terms** shall terminate:

16.1.1 immediately in the event that the **Scheme** is no longer used by the **Employer** to meet the **Employer's** duties under chapter 1 of the **Pensions Act**

16.1.2 with three months' prior written notice from either the **Employer** or **Aegon**

16.1.3 in the event of the insolvency of the **Employer** or **Aegon**, or the **Scheme** becoming paid up, or the **Trustee** making arrangements to start to wind up the **Scheme**.

## 17. General

17.1 Subject to section 7, **Aegon** may vary these **Terms** by giving at least one month's written notice to the **Employer**. If, however, it is not practicable to give as much notice, for example because of a change in legislation, **Aegon** will give as much notice as is, in **Aegon's** opinion, reasonably possible.

17.2 These **Terms** and any non-contractual obligation arising out of or in connection with these **Terms** will be subject to Scots law and the Scottish Courts will have exclusive jurisdiction to settle any disputes or claims which may arise under it.

17.3 The **Employer** and **Aegon** shall not be liable or have any responsibility for any failure, interruption or delay in performance of its obligations under these **Terms** resulting from breakdown, failure or malfunction of any telecommunications or computer service or system outside its control or from any other event or circumstances outside its reasonable control.

17.4 The **Employer**, the **Trustee** and **Aegon** do not intend that any of these **Terms** should be enforceable by any means by any person other than the **Employer**, the **Trustee** or **Aegon** as appropriate.

17.5 Expiry or termination of these **Terms** (in whole or in part) for any reason will not affect any provision of these **Terms** which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.

17.6 These **Terms** constitute the entire agreement and understanding between the **Employer**, the **Trustee** and **Aegon** in respect of the matters dealt with in this leaflet and supersede any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

17.7 Unless **Aegon** has agreed otherwise, the **Employer** continuing to make the CIMP available to **Workers** will be taken as acceptance of these **Terms**.

## 18. Definitions and interpretation

Any references to law (Acts or Regulations) shall include reference to any amendment or re-enactment for the time being in force and, where appropriate, any later related regulations or other legislation.

<b>Adviser</b>	means the adviser, authorised by the Financial Conduct Authority or successor or equivalent body in the UK to give financial and investment advice relating to the <b>Scheme</b> and who is appointed by the <b>Employer</b> to provide such advice and related services in relation to the <b>Scheme</b> ;
<b>Aegon</b>	is a brand name of Scottish Equitable plc;
<b>Authorised Third Party</b>	means any formally appointed third party provider of advice or services to the <b>Employer</b> (and/or the <b>Trustee</b> as the case may be) and confirmed to <b>Aegon</b> in the <b>Schedule(s)</b> or by any other notification accepted by <b>Aegon</b> ;
<b>Auto-Enrolment</b>	means the employer duties under the <b>Auto-Enrolment Legislation</b> ;
<b>Auto-Enrolment Date</b>	means, in relation to each <b>Worker</b> , the day on which the <b>Employer</b> agrees (and <b>Aegon</b> accepts) that the requirement to be auto-enrolled is to apply under the <b>Auto-Enrolment Legislation</b> or (if applicable) the <b>Worker's</b> contract. In each case the Auto-Enrolment Date shall coincide with the commencement of a new <b>Pay Reference Period</b> , provided also that this shall coincide with the first day of a <b>Monthly Contribution Period</b> ;
<b>Auto-Enrolment Legislation</b>	means the <b>Pensions Act</b> and regulations made thereunder;
<b>Auto-Enrolment Regulations</b>	mean the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010;
<b>Contract of Employment</b>	shall have the meaning given to it in Section 88 of the <b>Pensions Act</b> ;
<b>Contractual Joiner</b>	means any <b>Worker</b> to be enrolled into the <b>Scheme</b> under the terms of the relevant <b>Contract of Employment</b> (or similar documentation) rather than by reference to a statutory requirement;
<b>Criteria</b>	means the pay grade, employment grade or earnings threshold applied by the <b>Employer</b> and agreed with <b>Aegon</b> together with the consent of <b>Aegon</b> to commence active membership of the <b>Scheme</b> ;

<b>Data Protection Legislation</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (“UK GDPR”); the Data Protection Act 2018 (“DPA 2018”) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the ICO or other relevant regulatory authority and applicable to either the <b>Employer</b> or <b>Aegon</b> ;
<b>Default Fund Governance</b>	includes (but is not limited to) monitoring the design, performance and suitability of the <b>Default Investment Strategy</b> , communicating information about the <b>Default Investment Strategy</b> to <b>Workers</b> and reviewing and/or changing the <b>Default Investment Strategy</b> ;
<b>Default Investment Strategy</b>	means the investment strategy that will apply automatically for the investment of contributions in respect of a <b>Worker</b> enrolled in the <b>Scheme</b> (until the <b>Worker</b> specifies an alternative investment selection from a range of options offered by <b>Aegon</b> ). The Default Investment Strategy will be limited to a fund or combination of funds chosen from the range of funds that <b>Aegon</b> offers from time to time;
<b>Deferral Period</b>	means the period of up to three months after the date of the starting day as described in Section 4 of the <b>Pensions Act</b> ;
<b>Eligible Jobholder</b>	means a <b>Worker</b> eligible for <b>Auto-Enrolment</b> under Section 3(2) of the <b>Pensions Act</b> ;
<b>Employer</b>	means the Employer referred to in the <b>Schedule(s)</b> ;
<b>Fund Instruction</b>	means a notice provided by a <b>Joiner</b> or the <b>Trustee</b> after expiry of the <b>Opt-Out Period</b> in a form acceptable to <b>Aegon</b> instructing <b>Aegon</b> to invest contributions paid by or in respect of such <b>Joiner</b> in one or more investment arrangements offered by <b>Aegon</b> as an alternative to the <b>Default Investment Strategy</b> ;
<b>ICO</b>	means the UK <b>Information Commissioners Office</b> or any successor thereto;
<b>Joiner</b>	means a <b>Worker</b> to be automatically enrolled under the <b>Auto-Enrolment Legislation</b> (without needing to make any request for active membership);
<b>Member</b>	means any person who has become a Member of the <b>Scheme</b> and who retains a right to a benefit or benefits under the <b>Scheme</b> ;
<b>Monthly Contribution Period</b>	means the period of one calendar month covered by each regular monthly contribution to the <b>Scheme</b> ;
<b>Opt-Out Notice</b>	means an Opt-Out Notice in a form specified in the Schedule to the <b>Auto-Enrolment Regulations</b> by which a <b>Worker</b> can exercise any <b>Statutory Opt-Out Right</b> ;
<b>Opt-Out Period</b>	means the period in which a <b>Worker</b> may exercise any <b>Statutory Opt-Out Right</b> ;

<b>Pay Reference Period</b>	means the Pay Reference Period determined by the <b>Employer</b> in accordance with Regulation 4 of the <b>Auto-Enrolment Regulations</b> and confirmed to <b>Aegon</b> by the <b>Employer</b> ;
<b>Payroll Data</b>	means, in a form acceptable to <b>Aegon</b> , data and information including but not limited to: <b>a</b> age data; <b>b</b> Qualifying Earnings (as defined in the <b>Pensions Act</b> ) and <b>Pensionable Earnings</b> data; <b>c</b> Jobholder Information (as defined in the <b>Auto-Enrolment Regulations</b> ); and <b>d</b> any other data reasonably required by <b>Aegon</b> .  Earnings figures as described in <b>b</b> above shall be net of any <b>Salary Sacrifice</b> where there is a <b>Salary Sacrifice</b> arrangement in place and determined in accordance with the relevant <b>Worker's</b> contract with the <b>Employer</b> ;
<b>Pensionable Earnings</b>	means the Pensionable Earnings definition(s) confirmed in the <b>Schedule(s)</b> ;
<b>Pensions Act</b>	means the Pensions Act 2008;
<b>Personal data</b>	means “personal data” (as that term is defined in the <b>Data protection legislation</b> ) shared by <b>Aegon</b> with the <b>employer</b> or shared by the <b>employer</b> with <b>Aegon</b> , in connection with the provision of the GPP and/or these <b>Terms</b> ;
<b>Rules</b>	means the Rules of the <b>Scheme</b> ;
<b>Salary Sacrifice</b>	means the implementation and/or administration of any contractual arrangement (or purported contractual arrangement) whereby a <b>Worker</b> gives up the right to receive part of his or her cash remuneration, in return for the agreement of the <b>Employer</b> to provide some form of non-cash benefit;
<b>Schedule</b>	means the Schedule(s) mentioned on page 3 of these <b>Terms</b> confirming (among other things) details specific to the <b>Scheme</b> and forming part of these <b>Terms</b> ;
<b>Scheme</b>	means the occupational pension scheme named in the <b>Schedule(s)</b> , in relation to which the <b>Employer</b> is the principal <b>Employer</b> or a participating <b>Employer</b> , and into which <b>Workers</b> (or some of them) will be enrolled under the <b>Terms</b> ;
<b>Statutory Opt-Out Right</b>	means the right to Opt-Out in accordance with Section 8 of the <b>Pensions Act</b> ;
<b>Terms</b>	means the terms and conditions set out in this leaflet;
<b>Trustee</b>	means the trustee body appointed under the trust deed and <b>Rules</b> of the <b>Scheme</b> ; and
<b>Worker</b>	means, in relation to the <b>Employer</b> , a Worker as defined at Section 88 of the <b>Pensions Act</b> (as amended in accordance with Section 97 of the <b>Pensions Act</b> or otherwise).

and

the terms **Personal Data** and **Data Processor** have the meanings given to them in **Data Protection Legislation** and **Processing, Process** and **Processed** shall be construed accordingly.



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