

For employers

SmartEnrol Acceptance Terms (CIMP)

September 2024

Changes to these terms

The **Terms** have been updated to reflect the obligation on the **employer** to give and/or revoke SmartEnrol user access to any individual appointed by the **employer** to act on the **employer's** behalf and the additional obligation on **employers** to maintain and/or revoke user access as appropriate. Updates to make the **Terms** easier to understand have also been made. Please also note the following:

Section 3	The data protection wording has been updated to reflect the post-Brexit position.
Section 19	The period of notice for changes to these terms has reduced from three months to one month.
General	The information Aegon will make available to employers for other pension scheme joiners has been updated.

This leaflet (coded SECIMP4) sets out the terms and conditions (the **Terms**) covering the services **Aegon** provides through **Aegon's** SmartEnrol, to support employer duties relating to **auto-enrolment**.

These **Terms** apply where the employer is operating or setting up a money purchase occupational scheme with **Aegon**, 'the scheme', and using SmartEnrol. The **Terms** include any schedule(s) (coded CIMPSCH1, CIMPSCH2 or CIMPSCH3) 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**.

Employer and Trustee Acceptance

Following the discussions on the details included in the schedule(s) to these **Terms**, the employer and the Trustee will be deemed to have accepted the **Terms** set out in this leaflet when the employer or someone appointed by the employer to act on the employer's behalf registers on SmartEnrol.

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1. Introduction
 - 1.1 Aegon will support the **employer** in meeting **auto-enrolment** as described in the **Terms** set out in and as required by **auto-enrolment legislation** or as required 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 21.
 - 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 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** or as part of the **auto-enrolment services**. 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** set out in this leaflet.
 - 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 though it were 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 provisions and requirements
 - 2.1 The **employer** will provide **Aegon** with all **worker** data and information relevant to the **scheme** and the provision of the **auto-enrolment services**. 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 an **Aegon** approved electronic medium and in an **Aegon** approved format (and in any event within such timescales as might reasonably enable **Aegon** to help the **employer** to comply with **auto-enrolment legislation**) as described in this leaflet. 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 or indirect 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** or the **auto-enrolment services**.
 - 2.5 All information to be given to **workers** under these **Terms** shall be provided by email unless there is a requirement by law or regulation to provide the information by other means.
 - 2.6 The **employer** shall provide **Aegon** with email addresses for all **workers** to be included in the **scheme**.
 - 2.7 In the event that a **worker** does not provide a valid email address to the **employer**, or where **Aegon** does not receive verification of a **worker's** email address directly from a **worker** or where **Aegon** does not receive consent from a **worker** to that **worker** receiving communications and documentation from **Aegon** in an electronic format, **Aegon** will send all information to an email address provided by the **employer** (the 'default email address') and the **employer** shall be responsible for printing

all of the email communications and documentation and for ensuring that it is passed on to the **worker** promptly. **Aegon** shall not be responsible for any failure by the **employer** to comply with its obligations under this section 2.7 or the consequences of it.

- 2.8 **Aegon** shall verify each email address supplied by the **employer** under sections 2.6 and 2.7 before using it to meet **auto-enrolment** communication requirements on behalf of the **employer**. **Aegon** shall notify the **employer** if any email address is not verified by the relevant **worker** and, if the **employer** is then unable to confirm a correct email address for the **worker** in sufficient time to address the communications requirement within the **auto-enrolment** prescribed timescale applicable for that **worker**, **Aegon** will use the **employer** default email address described at section 2.7 to facilitate the issue of the appropriate **auto-enrolment** communications to that **worker**.
- 2.9 **Workers** enrolled into the **scheme** in accordance with the **schedule(s)** shall be provided with information described in sections 2.10 to 2.16. The **employer** shall have access only to such information as is required under the **auto-enrolment legislation**. The **Trustee** shall be granted access to such information as is required to comply with reporting requirements under the **auto-enrolment legislation**.
- 2.10 **Aegon** shall provide each **joiner** with **enrolment information** on the **employer's** behalf at any time before the end of a period of six weeks beginning with the relevant **auto-enrolment date** or **auto re-enrolment date** before such later date as is allowed by the **auto-enrolment regulations**.
- 2.11 The **employer** shall provide **Aegon** with the relevant **jobholder information** for any **joiner** at any time before the end of a period of six weeks beginning with the relevant **auto-enrolment date** or before such later date as is allowed by the **auto-enrolment regulations**.
- 2.12 **Aegon** will, acting on behalf of the **employer**, give to any **existing member** information specified by the **auto-enrolment regulations**.
- 2.13 **Aegon** will, acting on behalf of the **employer**, give to any **non-eligible jobholder**, information as required by Regulation 21 of the **auto-enrolment regulations** (information about the right to opt in).
- 2.14 Information to be provided under section 2.13 above shall be provided within the timescales set out in Regulation 21 of the **auto-enrolment regulations** and will include information about the form and content of the notice as required by Regulation 22 of the **auto-enrolment regulations**.
- 2.15 **Aegon** will, acting on behalf of the **employer**, give to **entitled workers** information as required by Regulation 21 of the **auto-enrolment regulations** and information about the form and content of such notice as required by Regulation 22 of the **auto-enrolment regulations**.
- 2.16 Subject to the **employer's** compliance with these **Terms**, information to be provided in accordance with section 2.15 above shall be provided within the timescales set out in Regulation 21 of the **auto-enrolment regulations**.
- 2.17 Before the end of a period of six weeks beginning with the relevant **auto-enrolment date** or before such later date as is allowed by the **auto-enrolment regulations**, **Aegon** shall give to any **joiner** information about the terms and conditions relating to **scheme** membership.
- 2.18 In the event of a **worker** being enrolled in error, **Aegon** will be responsible for communicating to the relevant **worker** and any associated administration. **Aegon** reserves the right to charge the **employer** all reasonable costs and expenses for completing any such remedial work where the error results from a failure by the **employer** (including but not limited to errors or inaccuracies in the **payroll data**).
- 2.19 The **employer** shall provide **Aegon** with the relevant **jobholder information** at any time before the end of a period of six weeks beginning with the relevant **auto re-enrolment date** as specified in Regulation 12 of the **auto-enrolment regulations**.
- 2.20 **Aegon** will, acting on behalf of the **employer**, provide each relevant **jobholder** with the information set out in 2.10.

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, Trustee and Aegon** 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 **the 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 of **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**.
 - 3.6.4 **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 **ICO** or other relevant regulator.
- 3.7 The **employer** shall indemnify **Aegon** and keep **Aegon** indemnified against all liabilities which **Aegon** may incur connected with or arising from the **employer's** contravention of duties under chapter 1 of the **Pensions Act**.
- 3.8 The **employer** may delegate some or all of its powers, obligations and duties set out in these **Terms** to any organisation or individual

engaged by the **employer** (including but not limited to the **Trustee**). The **employer** must provide details of any such delegation in a form reasonably acceptable to **Aegon** and contact details (including email addresses and telephone numbers) for any person to whom powers, obligations and duties have been so delegated.

4. **Aegon charges**

- 4.1 **Aegon** may levy a charge for providing or continuing to provide the **auto-enrolment services**. If a charge is to apply at outset, **Aegon** will notify the **employer** of the amount of the charge. Where **Aegon** decides to introduce a charge to a **scheme** where **auto-enrolment services** are already being supplied (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 with legal and regulatory requirements, and may limit the range of funds that can be used as the **default investment strategy**.

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 **Aegon** may make changes to the **auto-enrolment services** in a reasonable and proportionate manner where it is necessary or prudent to do so. This may include, for example:

7.2.1 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;

7.2.2 where there is no cost or material impact to the **employer**;

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

7.2.4 to reflect market conditions and general industry practice;

7.2.5 to reflect any changes to the costs **Aegon** faces in providing services to the **employer**;

7.2.6 because of changes in the way **Aegon** does business.

- 7.3 In relation to the **scheme** and any **auto-enrolment services**, 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.

- 7.4 All contributions to the **scheme** and payments from the **scheme** will be 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.

8. **Waiting period**

- 8.1 Unless **Aegon** agrees otherwise with the **employer**, **Aegon** shall issue standard notices (as devised by **Aegon**) to confirm to each **worker** that the **employer** intends to defer

- auto-enrolment** for **workers** until the **deferral date(s)** specified in the notices, and as confirmed in the **schedule(s)**.
- 8.2 In the notice described in section 8.1, the **employer** shall specify that the **deferral date** is any date within the **deferral period** that falls immediately after any complete **pay reference period**.
- 8.3 The manner of and timescale for delivery of the notice described in section 8.1 will be subject to the timely provision of relevant **worker** data by the **employer**.
9. **SmartEnrol users - employer obligations**
- 9.1 The **employer** shall register on SmartEnrol when invited to do so, by setting up a new password and completing a multi-factor authentication process.
- 9.2 The **employer** is responsible for giving access to their employees who are authorised to update the data which the **employer** needs to input to SmartEnrol, as described in section 10. The **employer** is liable for any action of employees to whom access is provided.
- 9.3 The **employer** is responsible for ensuring that user access is maintained, and for immediately removing access for employees who are no longer authorised to input data to SmartEnrol, as described in section 10.
10. **Data hub**
- 10.1 At dates and intervals agreed between the **employer** and **Aegon**, but within timescales set out in the **Pensions Act**, **Aegon** shall undertake on behalf of the **employer** an assessment of the **employer's workers** to categorise **workers** as:
- 10.1.1 **joiners**;
- 10.1.2 **other pension scheme joiners**;
- 10.1.3 **non-eligible jobholders**; and
- 10.1.4 **entitled workers**.
- 10.2 For the purposes of the assessment at section 10.1, the **employer** shall provide **payroll data** at such times, within such timescales and in such manner as may be agreed between the **employer** and **Aegon**.
- 10.3 For the purposes of the eligibility assessment described at section 10.1 above, the **employer** is responsible for:
- 10.3.1 the date of the eligibility assessment in the case of each **worker** (provided that eligibility assessment in the case of each **worker** will coincide with the start of the **pay reference period** in relation to that **worker**);
- 10.3.2 the **payroll data** on which the eligibility assessment is based;
- 10.3.3 any factor which may assist in categorising **workers** other than **payroll data**;
- 10.3.4 the population of **workers** to be included in the eligibility assessment and categorised as described in section 10.1;
- 10.3.5 ensuring that all **payroll data** is accurate, complete and up to date; and
- 10.3.6 any erroneous categorisation of **workers** as described in section 10.1 as a result of deficient **payroll data**.
- 10.4 Unless otherwise agreed with **Aegon**, the **employer** shall not in any circumstances include in the population of **workers** to be assessed under section 10.1:
- 10.4.1 any individual to be enrolled in any pension arrangement except the **scheme** or the **other pension scheme**; and
- 10.4.2 any individual who is not a **worker**.
- 10.5 **Aegon** shall make available to the **employer** details of the **workers** who do not meet the **criteria** and who will therefore be **other pension scheme joiners**. **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 (other than the provision of the initial communication to **workers** in relation to **auto-enrolment**). **Aegon** shall provide no warranty or representation and shall not accept any liability in regards to the **payroll data** it provides to the **employer**.
- 10.6 **Aegon** will notify the **employer** if any contribution paid by and in respect of any **existing member** is not sufficient to meet the appropriate contribution level set out in the **schedule(s)**.

11. Membership

- 11.1 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)**.
- 11.2 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.
- 11.3 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)**.

12. Contributions

- 12.1 Aegon shall:
- 12.1.1 confirm the contributions to be applied for each **jobholder** throughout the **jobholder's** period of active membership of the **scheme** (or the **other pension scheme**) using the data supplied by the **employer** and the details set out in the **schedule(s)**;
 - 12.1.2 notify the **employer** of such sums to be paid to **Aegon** (and the **other pension scheme**) in relation to each **worker** included in the **scheme** or the **other pension scheme**; and
 - 12.1.3 notify the **employer** if the current contributions paid by and in respect of any **members** are not sufficient to meet the contribution levels set out in the **schedule(s)**. Where **existing member** contributions exceed the contribution levels set out in the **schedule(s)**, such contributions can continue or be increased if the **employer** and the relevant **member** agree.
- 12.2 On receipt of the notification from **Aegon** under section 12.1.2, the **employer** shall arrange to transfer the sums so notified to **Aegon** within the minimum period set by legislation from time to time. The **employer** should be aware that the rules of the **other pension scheme** may require a different approach to arranging for tax relief on **member** contributions (for example, different from the tax relief basis for **member** contributions to the **scheme**).
- 12.3 Payments referred to in section 12.2 will be on a monthly basis, with only one such transfer to be made in the same **monthly contribution period**, including for weekly paid **workers**, unless otherwise agreed by **Aegon**.
- 12.4 The **employer** shall not, however, 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**.
- 12.5 **Aegon** will invest contributions received under section 12.2 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**).
- 12.6 **Aegon** shall be responsible for confirming any contributions payable by and in respect of the **worker** in each **contributions period** as confirmed by the **employer** in the **schedule(s)**.
- 12.7 If the calculation at section 12.1 above is incorrect, or if any **worker** subsequently demonstrates that a contribution was incorrect in relation to him/her then either:
- 12.7.1 the **employer** shall make up any shortfall which will be applied to the **worker's** account at the date it is received; or
 - 12.7.2 **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**.

13. Opt-in and joining rights

13.1 Any **worker** who meets the **criteria** and who gives notice to the **employer** under the **auto-enrolment legislation** to commence active membership shall be treated as a **joiner** to the **scheme**. Membership shall start from:

- the start of the next **pay reference period** where a **non-eligible jobholder** submits a valid opt-in notice in line with the requirements of section 7 of the **Pensions Act** (and is still so eligible on the first day of the next **pay reference period**); or
- from such other date as specified by the **auto-enrolment legislation**; or
- as otherwise agreed with **Aegon**.

13.2 Any **worker** who does not meet the **criteria** and who gives notice under the **auto-enrolment legislation** to commence active membership shall be treated as an **other pension scheme joiner**.

14. Contractual enrolment

14.1 Upon the instruction of the **employer** (having obtained the **Trustee's** agreement), **Aegon** shall:

- 14.1.1 unless otherwise agreed with **Aegon**, treat any **contractual joiner** who meets the **criteria** as though such **contractual joiner** were a **joiner** to the **scheme**; and
- 14.1.2 make available to the **employer** details of the **contractual joiners** who are **other pension scheme joiners** but shall not be (and the **employer** agrees that **Aegon** shall not be) responsible for any other process or procedure in relation to such individuals.

14.2 In relation to each **contractual joiner** covered by section 14.1.1 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**.

14.3 In relation to any **contractual joiners** covered by section 14.1.2, **Aegon** shall provide no warranty or representation and shall not accept any liability in regards to the **payroll**

data it provides to the **employer** in respect of **workers** who are other **pension scheme joiners**.

15. Opt-out arrangements

15.1 During the **opt-out period**, **Aegon** will make available **opt-out notices** to **joiners** who request these for submission to the **employer**.

15.2 The **employer** will accept as valid an **opt-out notice**:

15.2.1 submitted to it by a **jobholder** within a period of one month of that **jobholder** entering into an agreement (under Regulation 6(2) of the **auto-enrolment regulations**) to be a **member** of the **scheme**;

15.2.2 that meets the requirements set out in the **auto-enrolment regulations** and includes all the information and statements required under the **auto-enrolment regulations**.

15.3 Upon acceptance of a valid **opt-out notice** under section 15.2, the **employer** shall inform **Aegon** that a valid **opt-out notice** has been received in relation to that **jobholder** by way of a report via the **data hub**.

15.4 **Aegon** shall accept no liability resulting from any delay by the **employer** in informing **Aegon** that it has been provided with an **opt-out notice**.

15.5 **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 in a paper form.

16. Non-refund of contributions

16.1 In the event that a **jobholder** provides an **opt-out notice** after the **opt-out period** has expired the **employer** shall notify the **jobholder** that active membership of the **scheme** shall continue unless and until the **jobholder** ceases active membership in accordance with the **Rules** (and no refund of contributions shall be made under Regulation 11 of the **auto-enrolment regulations** in respect of the **jobholder**) though a refund may be possible under the **Rules**.

17. Record keeping and reporting

17.1 The **data hub** will enable the **employer** to generate electronically a range of standard reports which can be used to support the **employer's** reporting requirements to the Pensions Regulator (such information to be based on the **payroll data**).

18. Liability

18.1 The aggregate liability of **Aegon** under the **Terms** in respect of all claims arising out of or in connection with the **auto-enrolment services** (including without limitation as a result of breach of contract, negligence or any other delict or tort, under statute or otherwise) shall not exceed £500,000.

18.2 **Aegon** shall not be liable under the **Terms** for:

18.2.1 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;

18.2.2 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 (including where **Aegon** makes such data available to the **employer** for those **workers** who are **other pension scheme joiners**);
- 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**;
- c. any failures by the **other pension scheme** to administer a **worker's** membership and benefits in accordance with materials, data or information provided by **Aegon** on the **employer's** behalf; and

18.2.3 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**.

18.3 The **employer** shall indemnify **Aegon** and keep **Aegon** indemnified against all liabilities which **Aegon** may incur arising from:

18.3.1 any claim by the **other pension scheme** in connection with data provided by or on behalf of the **employer** to **Aegon**; and

18.3.2 any claim in connection with an act or omission of the **Trustee** in contravention of the **Terms**.

18.4 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.

19. Termination

19.1 **auto-enrolment services** shall terminate:

19.1.1 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**;

19.1.2 with three months' prior written notice from either the **employer** or **Aegon**; and

19.1.3 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**.

20. General

20.1 Subject to section 7.2, **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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

21. 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.

20.6 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.

20.7 Unless **Aegon** has agreed otherwise, the **employer** continuing to use the **scheme** for meeting **auto-enrolment** will be taken as acceptance of these **Terms**.

Adviser	means the intermediary, authorised by the Financial Conduct Authority or successor or equivalent body in the UK to give financial and investment advice relating to the scheme and who is appointed by the employer to provide such advice and related services in relation to the scheme ;
Aegon	is a brand name of Scottish Equitable plc;
Authorised third party	means any formally appointed third party provider of advice or services to the employer (and/or the Trustee as the case may be) and confirmed to Aegon and accepted by Aegon ;
Auto-enrolment	means the employer duties under the auto-enrolment legislation ;
Auto-enrolment date	means, in relation to each worker , the day on which the employer agrees (and Aegon accepts) that the requirement to be auto-enrolled is to apply under the auto-enrolment legislation or (if applicable) the worker's contract. In each case the auto-enrolment date shall coincide with the commencement of a new pay reference period , provided also that this shall coincide with the first day of a monthly contribution period unless otherwise agreed by Aegon and subject in all cases to any overriding legislation that states otherwise;
Auto-enrolment legislation	means the Pensions Act and regulations made thereunder;
Auto-enrolment regulations	means the Occupational and Personal Pension schemes (Automatic Enrolment) Regulations 2010 and subsequent amending regulations;
Auto-enrolment services	means the services provided to the employer which are described in these Terms ;
Auto re-enrolment date	means the date that auto re-enrolment must take place, in accordance with regulation 12 of the auto-enrolment regulations . In each case the auto re-enrolment date shall coincide with the commencement of a new pay reference period , provided also that this shall coincide with the first day of a monthly contribution period , unless otherwise agreed by Aegon and subject in all cases to any overriding legislation that states otherwise.

Contract of employment	shall have the meaning given to it in Section 88 of the Pensions Act ;
Contractual joiner	means any worker to be enrolled into the scheme under the terms of the relevant contract of employment (or similar documentation) other than by reference to a statutory requirement;
Contributions period	means the pay reference period for contributions as referred to in Regulation 5 of the auto-enrolment regulations ;
Criteria	means the pay grade, employment grade or earnings threshold applied by the employer and agreed with Aegon together with the consent of Aegon to commence active membership of the scheme ;
Data Hub	is described in section 9 and facilitates the transfer of information and reporting interface between the employer and Aegon ;
Data Protection Legislation	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 employer or Aegon
Default fund governance	includes (but is not limited to) monitoring the design, performance and suitability of the default investment strategy , communicating information about the default investment strategy to workers and reviewing and/or changing the default investment strategy ;
Default Investment Strategy	means the investment strategy that will apply automatically for the investment of contributions in respect of a worker enrolled in the scheme (until the worker specifies an alternative investment selection from a range of options offered by Aegon). The default investment strategy will be limited to a fund or combination of funds chosen from the range of funds that Aegon offers from time to time;
Deferral date	has the meaning set out it in Section 4 of the Pensions Act ;
Deferral period	means the period of up to three months after the date of the starting day as described in Section 4 of the Pensions Act ;
Eligible jobholder	means a worker eligible for auto-enrolment under Section 3(2) of the Pensions Act ;
Employer	means the employer referred to in the schedule(s) ;
Enrolment information	means the information referred to in Regulation 2 of the auto-enrolment regulations ;
Entitled worker	means any worker to whom Section 9 of the Pensions Act applies;
Existing member	means a worker who is an active member of the scheme ;
Fund instruction	means a notice provided by a joiner or the Trustee after expiry of the opt-out period in a form acceptable to Aegon instructing Aegon to invest contributions paid by or in respect of such joiner in one or more investment arrangements offered by Aegon as an alternative to the default investment strategy ;

ICO	means the UK Information Commissioner's Office or any successor thereto;
Jobholder	means an eligible or non-eligible jobholder who meets the criteria;
Jobholder information	means the information listed in Regulation 3 of the auto-enrolment regulations unless otherwise agreed between the employer and Aegon ;
Joiner	means an eligible jobholder who meets the criteria ;
Member	means any person who has become a member of the scheme and who retains a right to a benefit or benefits under the scheme ;
Monthly contribution period	means the period of one calendar month covered by each regular monthly contribution to the scheme ;
Non-eligible jobholders	means any jobholder (as defined in Section 1 of the Pensions Act) to whom Section 7 of the Pensions Act applies;
Opt-out notice	means an opt-out notice in a form specified in the schedule to the auto-enrolment regulations by which a worker can exercise any statutory opt-out right ;
Opt-out period	means the period in which a worker may exercise any statutory opt-out right ;
Other pension scheme	means the other pension scheme with which Aegon has arrangements in place to allow the employer to meet auto-enrolment in respect of any worker who does not meet the criteria ;
Other pension scheme joiner	means a worker who does not satisfy the criteria ;
Pay reference period	means the pay reference period determined by the employer in accordance with Regulation 4 of the auto-enrolment regulations and confirmed to Aegon by the employer ;
Payroll data	<p>means, in a form acceptable to Aegon, data and information including but not limited to:</p> <ul style="list-style-type: none"> a. age data; b. pensionable earnings data and any qualifying earnings data; c. jobholder information; and d. any other data reasonably required by Aegon. <p>Earnings figures as described in b above shall be net of any salary sacrifice where there is a salary sacrifice arrangement in place and determined in accordance with the relevant worker's contract with the employer;</p>
Pensionable earnings	means the Pensionable earnings definition(s) confirmed in the schedule(s) ;
Pensions Act	means the Pensions Act 2008;
Personal data	means "personal data" (as that term is defined in the Data protection legislation) shared by Aegon with the employer or shared by the employer with Aegon , in connection with the provision of the auto-enrolment services and/or these Terms ;
Qualifying earnings	has the meaning given in Section 13 of the Pensions Act ;

Restricted country	means any country outside of the United Kingdom which: (i) is not a member of the European Economic Area or (ii) has not been approved by the United Kingdom as ensuring an adequate level of data protection in relation to personal data ;
Rules	means the Rules of the scheme ;
Salary sacrifice	means the implementation and/or administration of any contractual arrangement (or purported contractual arrangement) whereby a worker gives up the right to receive part of his or her cash remuneration, in return for the agreement of the employer to provide some form of non-cash benefit;
Schedule	means the schedule(s) mentioned on page 3 of these Terms confirming (among other things) details specific to the scheme and forming part of these Terms ;
Scheme	means the occupational pension scheme named in the schedule(s) , in relation to which the employer is the principal employer or a participating employer , and into which workers (or some of them) will be enrolled under the Terms ;
Statutory opt-out right	means the right to opt out in accordance with Section 8 of the Pensions Act ;
Terms	means the terms and conditions set out in this leaflet;
Trustee	means the trustee body appointed under the trust deed and Rules of the scheme ;
Worker	means, in relation to the employer , a worker as defined at Section 88 of the Pensions Act (as amended in accordance with Section 97 of the Pensions Act or otherwise).
and the terms personal data and data processor have the meanings given to them in the Data Protection Act 1998 and processing, process and processed shall be construed accordingly.	

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