

Qualifying Scheme / Policy Employer Agreement



| | | |
|-------------------------------|----------------------|----------------|
| Name of Employer: | <input type="text"/> | |
| Scheme/category name(s): | <input type="text"/> | ((the Scheme') |
| Scheme number (if applicable) | <input type="text"/> | |
| Policy number (if applicable) | <input type="text"/> | |

This form confirms the framework under which a qualifying scheme or policy will be provided.

1. Terms and conditions for employers

Scope

These terms and conditions apply to schemes or policies being used for qualifying. There are separate terms and conditions which apply to schemes used for auto-enrolment. This agreement purely allows for their use as qualifying scheme, i.e. following contractual or voluntary joining. There are also 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 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. Aviva will not accept employees who are not Permanent UK residents.

Aviva accepts no liability for this scheme or policy failing to be classed as qualifying, except as a result of our error or omission.

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.

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

Qualifying contributions information

Aviva is required to check whether the contributions made to a qualifying scheme or policy meet the regulatory minimums. To enable us to do this you must provide us with:

- current pensionable earnings information for each individual who is a member at the date you intend to use this scheme or policy as qualifying, and
- the current contribution converted to a percentage of pensionable earnings split, where applicable, between the employer and employee's contributions, and
- information of the new figures in a) or b) above at any time in the future if these materially alter the scheme's or policy's ability to remain qualifying.

Contributions

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

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 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).

You must pay contributions to us within the timeframes we have agreed with you.

Changes to the agreement

We may amend, revoke or replace the terms of this agreement at any time. Unless we determine the changes significantly affect you, or are necessary to meet regulatory requirements, we will make the change and notify you at a later date. If we determine the changes significantly affect you, we shall give you not less than 90 days' written notice of the changes.

2. Employer's agreement

- I confirm I have read and agree to the terms and conditions in section 1 above.
- I agree to calculate and pay pension contributions to Aviva, in respect of each jobholder, or if applicable, each employee. I will send Aviva accurate information to allow the correct allocation of contributions to Scheme members and to check whether the contributions are qualifying. I accept responsibility for the correct calculation of the contributions.
- I agree to pay pension contributions which, where applicable, meet the quality requirements set out in section 26 of the Pensions Act 2008, modified by section 29 of the Pensions Act 2008, and as amended from time to time.
- I understand that if the contributions do not meet the quality requirements the scheme or policy will not be qualifying.

3. Authorised Signatory

Full name of authorised official

Please use BLOCK CAPITALS

Position (for example, DIRECTOR)

Please use BLOCK CAPITALS

Signature

Date

4. Authorised Signatory (where the employer is a UK branch of an overseas company)

Full name of authorised official

Please use BLOCK CAPITALS

Position (for example, DIRECTOR)

Please use BLOCK CAPITALS

Signature

Signed as an authorised signatory on behalf of

Please state the name of the PARENT COMPANY

Date

5. Confirmation

On provision of satisfactory information, Aviva will confirm receipt of this agreement. This does not however guarantee that the scheme is qualifying. Please indicate in the box below the e-mail address to which our confirmation should be sent.

Email address

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