

Dated _____ **2018**

(1) ZURICH ASSURANCE LTD

(2) STERLING ISA MANAGERS LIMITED

**(3) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH AND FULHAM**

OCCUPATIONAL MONEY PURCHASE PLAN (AVC ONLY)

SERVICE AGREEMENT

BETWEEN:

- (1) **ZURICH ASSURANCE LTD**, a company registered in England under company number 02456671, whose registered office is at The Grange, Bishops Cleeve, Cheltenham, Gloucestershire GL52 8XX (“the **Provider**”);
- (2) **STERLING ISA MANAGERS LIMITED**, a company incorporated in England company number 02395416 whose registered office is at The Grange, Bishops Cleeve, Cheltenham, Gloucestershire GL52 8XX (“the **Platform Operator**”); and
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM**, Town Hall Extension, King Street, London, W6 9JU (“the **Trustee**”),

together the “**parties**” and each a “**party**”.

BACKGROUND:

- (A) The Provider is the provider of the Zurich Occupational Money Purchase Plan (“the **Plan**”) which is a linked long-term contract of insurance issued to trustees of occupational pension schemes as a means to invest payments from sponsoring employers and members of the pension scheme.
- (B) The Plan was formerly administered on the Provider’s own computer system known as the “DC Platform”. The Provider and the Trustee have agreed to transfer the Plan to the Platform Operator’s computer system as this provides a more modern service and greater flexibility.
- (C) The Platform Operator is the operator of the Zurich Money4Life™ workplace savings platform. The platform provides on-line access to the Plan.
- (D) The Trustee is the trustee of the sponsoring employer’s occupational pension scheme and shall enter into this agreement in its capacity as Trustee of the pension scheme with the purpose of securing the provision of services from the Provider and from the Platform Operator.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“**Account Manager**” means the person appointed by the Provider to liaise with the Trustee in respect of the Plan and Services;

“**Active Member**” means a Member who is recorded as “employed” and has a payment basis which is more than zero marked on the Retirement Account and has units allocated to their Retirement Account;

“**Administrator**” means the persons (other than the Provider) appointed by the Trustee to carry out the processes that are available on the Platform;

“**Affiliate**” means in relation to each party, any subsidiary or holding company of the party and each subsidiary of such holding company (excluding the party in question) and in the case of Zurich shall include the Zurich Group;

“**Agreement**” means this Occupational Money Purchase Plan (AVC Only) Service Agreement for the provision of services in respect of the Plan;

“Applicable Laws and Regulatory Requirements” means common law, all applicable statutes, statutory instruments, regulations, instruments, provisions and any code of practice applicable to the parties as amended from time to time and in particular, without limitation, the rules, principles and guidance stipulated by any Regulator;

“Annual Allowance” means the annual limit on the amount of tax relieved savings which can be made by, or in respect of, an individual in all registered pension schemes each tax year before the individual becomes liable to a tax charge;

“AUM” means the total value of assets held within the Plan;

“Blended Fund” means a blend of Zurich Pension Funds used to create one single Zurich Pension Fund that invests in a mix of assets;

“Business Day” means a day on which commercial banks are open in London for business except a Saturday, Sunday or a bank holiday in England;

“Cease Active Membership” means that an Active Member or the Trustee has stopped making payments to the Plan after the expiry of the Statutory Opt Out Period;

“Charges and Funds Schedule” means the document containing the Plan charges;

“Confidential Information” means all information or data (including all oral and visual information or data recorded in writing or in any other medium) relating to operations, processes, plans, intentions, product information, trade secrets, software, market opportunities, customers and business affairs disclosed by one party to the other and in the case of the Provider, includes any information disclosed by the Provider concerning or belonging to the Zurich Group;

“Core Services” means the services set out in Schedule 1 (Core Services).

“Data Controller” has the meaning given to it in the Data Protection Act 1998;

“Data Processor” has the meaning given to it in the Data Protection Act 1998;

“Data Protection Laws” means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and where applicable, the Data Protection Regulation (EU) 2016/679;

“Deferred Member” means a Member who is either recorded as “left company” or is recorded as “employed” but with a status of “ceased active membership” or “opted out” on their Retirement Account and has units allocated to their Retirement Account;

“Effective Date” means the date on which the last signatory to this Agreement executes this Agreement;

“Enhancement” means improving and updating the functionality and technology which is designed to deliver the Services from time to time in line with Good Industry Practice and technological development;

“Exit Period” means the six (6) month period, or such shorter period of not less than three (3) months as the Trustee may direct, following the date on which this Agreement is terminated in accordance with Clause 11;

“Ex-Member” means a person who was previously either an Active or Deferred Member of the Plan but no longer has units allocated to their Retirement Account;

“Exit Plan” means the plan agreed between the parties during the notice period to terminate this Agreement in accordance with Clause 12.3;

“FCA” means the Financial Conduct Authority and/or any successor or replacement authority, body or organisation responsible for the regulation of relevant financial services firms in the United Kingdom;

“Good Industry Practice” means the exercise of the degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled and experienced product provider engaged in the same type of business under the same or similar circumstances;

“HMRC” means HM Revenue & Customs and/ or any successor or replacement authority, body or organisation responsible for taxation in the UK;

“Intellectual Property Rights” means copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights and all other proprietary information rights as may exist anywhere in the world together with applications associated to any such rights;

“Investment Change Exercise” means an exercise to make changes to the make up of one or more existing Lifestyle Investment Profiles and/or the underlying structure or make up of one or more Blended Funds and where there are multiple changes these are carried out in the same calendar month;

“Lifestyle Investment Profile” means an investment option that invests in one or more Zurich Pension Funds, the mix of which automatically changes relative to the Member's selected retirement age in accordance with an agreed investment profile schedule;

“Member” means any member of the Pension Scheme who has a Retirement Account within the Plan and is either an Active Member or a Deferred Member;

“Money Purchase Annual Allowance” means the annual limit on the amount of tax relieved savings which can be made by, or in respect of, an individual in all defined contribution arrangements under all registered pension schemes if they flexibly access defined contribution benefits on or after 6 April 2015;

“Opt Out” and “Opted Out” means a Member has exercised their Statutory Opt Out Right and opted out of the Plan;

“Optional Services” means the services set out in Schedule 2 (Optional Services);

“Participating Employer” means each employer who is formally participating in the Pension Scheme and whose details have been provided to the Provider by the Trustee from time to time;

“Paycentre” means a notional part of the Pension Scheme by which employees are segregated as regards the administration of the Plan including the maintenance of payroll, for example those on different pay periods or at different locations;

“Pay Centre Administrator” means the pay centre administrator(s) appointed by the Trustee to carry out the processes that are available on the Platform for a specified Paycentre;

“Pension Input Period” has the meaning given to it in section 238 of the Finance Act 2004;

“Pensions Liberation” means any device or arrangement which permits any of its members to access some or all of their pension funds in breach of Applicable Laws and Regulatory Requirements including, for example, permitting the payment of pension monies before normal retirement date where the member in question is in good health.

“Pension Scheme” means the Local Government Pension Scheme for the London Borough of Hammersmith and Fulham which is an occupational pension scheme;

“Personal Data” has the meaning given to it in the Data Protection Act 1998;

“Plan” means the Zurich Occupational Money Purchase Plan (AVC Only) issued by the Provider to the Trustee;

“Plan Terms and Conditions” means the terms and conditions of the Plan issued by the Provider to the Trustee;

“Platform” means Zurich Money4Life™, the on-line secure transactional portal provided by the Platform Operator to provide on-line access to the Plan including the ability to (i) upload information in respect of the Plan and Retirement Accounts including Member data, (ii) send payments to the Plan and (iii), send buy, sell and switch instructions in respect of the Plan;

“PRA” means the Prudential Regulation Authority and/or any successor or replacement authority, body or organisation responsible for the regulation of relevant financial services firms in the United Kingdom;

“Regulator” means any court, governmental body or regulatory or supervisory authority or organisation having authority over all or any part of the Services and shall include the UK Information Commissioner, the FCA and/or PRA as applicable, the Pensions Regulator and HMRC;

“Retirement Account” means an account set up under the Plan where Units are allocated to each Member;

“Safeguarded Benefits” has the meaning given to it in section 48(8) of the Pension Scheme Act 2015;

“Services” means the Core Services and any Optional Services;

“Short Service Refund” means a payment of the value of a Retirement Account in the event that a Member becomes entitled to a short service refund under Applicable Laws and Regulatory Requirements;

“Subcontractor” means a third party appointed by the Provider and/ or the Platform Operator from time to time to carry out one or more of the Services on their behalf;

“Statutory Opt Out Period” means the period in which Members are able to exercise their Statutory Opt Out Right as required by Applicable Laws and Regulatory Requirements and determined by the Provider using estimates of the time it shall take a Member to receive all information required to exercise their Statutory Opt Out Right;

“Statutory Opt Out Right” means any right of Members to opt out of the Pension Scheme under Applicable Laws and Regulatory Requirements;

“Termination Date” means the date on which this Agreement terminates on expiry of the Exit Period in accordance with the provisions of Clause 12;

“Trust Deed and Rules” means the definitive trust deed and rules governing the Pension Scheme from time to time;

“UK” means the United Kingdom of England, Northern Ireland, Scotland and Wales which does not include the Isle of Man or the Channel Islands;

“Units” mean the units within each Zurich pension fund used to value the Plan at any time in accordance with the Plan Terms and Conditions;

“Utility Services” means the services provided by Zurich Group Pension Services Ltd, a company registered in England under company number 05718984 to a Participating Employer as set out in the service agreement in place between the Participating Employer and Zurich Group Pension Services Ltd;

“Zurich Group” means Zurich Insurance Group Ltd, a company registered in Switzerland under company number CH-020.3.023.083-6, its successors and its direct and indirect subsidiary companies, including branches of such subsidiary companies, from time to time;

“Zurich IT Security Policy” means the information technology and security policies of the Provider and its Affiliates which are centrally managed by Zurich Insurance Group Ltd as revised and updated from time to time; and

“Zurich Pension Fund” means a pension fund that invests in assets which can also be structured as a Blended Fund.

- 1.2 The headings of the Clauses in this Agreement are for convenience only and shall not affect its construction or interpretation. References to Clauses and Schedules are references to the clauses and schedules to this Agreement. References to Paragraphs are to the paragraphs in the Schedules.
- 1.3 Words importing the singular include the plural and vice versa and words importing a gender shall include all genders. The words “include” and “including” shall not be construed as words of limitation.
- 1.4 References to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it or them all as from time to time amended, consolidated or re-enacted.
- 1.5 If there is a conflict between the definitions in this Agreement and the definitions in the Plan Terms and Conditions, the definitions in the Plan Terms and Conditions shall prevail.
- 1.6 In the event of any inconsistency between this Agreement and the documents referred to or attached to this Agreement (save for the Plan Terms and Conditions) this Agreement shall prevail. In the event of any inconsistency between the Plan Terms and Conditions and the terms of this Agreement, the Plan Terms and Conditions shall prevail.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

- 2.1 The parties acknowledge and agree the following:
 - 2.1.1 the Trustee shall enter into this Agreement in its capacity as the current trustee(s) of the Pension Scheme with the purpose of securing the provision of the Services;
 - 2.1.2 the Trustee is, and shall remain, the “scheme administrator” of the Pension Scheme for the purposes of section 270 of the Finance Act 2004;
 - 2.1.3 the Trustee is responsible for ensuring that it complies with its duties under Applicable Laws and Regulatory Requirements and those set out in the Trust Deed and Rules;
 - 2.1.4 the Trustee is responsible for supplying all information relating to the Plan (including Member data) in the format specified by the Platform Operator and/ or the Provider and must ensure that it is accurate, complete and up to date;
 - 2.1.5 the Provider and/ or Platform Operator is not required to supply any automatic enrolment information to a Member that the Member’s Participating Employer is obliged to supply under Applicable Laws and Regulatory Requirements, including the Pensions Act 2008;
 - 2.1.6 the Services do not include actuarial services or constitute any of the prescribed functions set out in section 47(3) of the Pensions Act 1995;
 - 2.1.7 the Provider is responsible for:
 - (a) investing payments in the Plan;
 - (b) processing investment instructions in accordance with the Plan Terms and Conditions;
 - (c) paying claims payments to the Platform Operator to satisfy claims made under the Plan;
 - 2.1.8 the Platform Operator is responsible for:
 - (a) operating the Platform including its availability on-line via the portal;
 - (b) collecting payments via the Platform’s payroll system and paying them to the Provider;

- (c) receiving investment instructions in respect of the Plan and sending them onto the Provider;
- (d) processing claims payments received from the Provider and paying these to the Trustee and/ or appropriate beneficiaries; and

2.1.9 nothing in this Agreement shall require, unless any terms within the Schedules specifically state otherwise, the Provider to advise the Trustee or a Member where it believes that a payment into the Plan or a claims payment out of the Plan is, or may be, a reportable event for the purposes of the Finance Act 2004.

2.2 The Services comprise the Core Services set out in Schedule 1 (Core Services) and the Optional Services set out in Schedule 2 (Optional Services). For the avoidance of doubt, some of the Services are provided by the Provider and some of the Services are provided by the Platform Operator as set out in Paragraph 1 of Schedule 1 (Core Services) and Paragraph 1 of Schedule 2 (Optional Services).

2.3 The Provider is responsible for its provision of the Core Services and any Optional Services in accordance with Clause 3.

2.4 The Platform Operator is responsible for its provision of the Core Services and any Optional Services in accordance with Clause 3.

2.5 In the event of any issue arising in respect of the Provider's provision of Services and/ or the Platform Operator's provision of Services, the Trustee may contact the Account Manager in the first instance.

3. PROVISION OF THE SERVICES

3.1 With effect from the Effective Date and until termination of this Agreement is effected in accordance with Clause 11, the Provider and the Platform Operator shall provide the Services to the Trustee in accordance with Good Industry Practice and Applicable Laws and Regulatory Requirements.

3.2 The Provider and the Platform Operator shall maintain all necessary legal and regulatory authorisations and approvals to provide the Services.

3.3 The Provider and the Platform Operator may delegate the performance of one or part of their Services to an Affiliate or a Subcontractor. Where the performance of a Service is delegated to an Affiliate or a Subcontractor, the Provider and the Platform Operator (as applicable) shall be responsible for the acts and omissions of the Affiliate or Subcontractor as if it were their own act or omission.

3.4 In addition to any specific obligation under this Agreement, the parties agree to co-operate with each other with a view to ensuring the proper and cost effective provision of the Services. In particular, the Provider and the Platform Operator agree to provide to the Trustee such information and explanations about the provision of the Services as the Trustee may reasonably require from time to time.

4. APPOINTMENT OF ADMINISTRATORS AND PAYCENTRE ADMINISTRATORS

4.1 The Trustee shall appoint at least two persons to act as an Administrator and at least two persons to act as a Paycentre Administrator in respect of the Plan. The Trustee shall notify the Provider of the persons that it has appointed and of any change to those appointments as soon as is reasonably practicable following the change.

4.2 Where reference is made throughout this Agreement to the Trustee carrying out any of the day to day administrative duties in relation to the Plan, this shall include any Administrator or Paycentre Administrator where appropriate.

4.3 The Provider and the Platform Operator shall be entitled to act and rely upon any instruction or direction provided by an Administrator or Paycentre Administrator including the accuracy of data and/ or information concerning a Member supplied by an Administrator, Paycentre Administrator or via the Utility Services without reference to the Trustee.

4.4 The Trustee shall at all times remain responsible for the acts and/ or omissions of an Administrator or a Paycentre Administrator.

5. DATA PROTECTION

5.1 The parties agree that the Provider and the Platform Operator are Data Controllers in common with the Trustee in respect of Personal Data that is uploaded by the Trustee to the Platform:

5.2 Each party confirms that:

5.2.1 it has and shall maintain adequate registrations and notifications required by the Data Protection Laws;

5.2.2 it undertakes to comply with the provisions of the Data Protection Laws in so far as they apply to each of them;

5.2.3 it shall not do or omit to do anything which would cause any party to be in breach of its obligations under the Data Protection Laws; and

5.2.4 it shall co-operate with each party in so far as is reasonable in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by any competent supervisory authority in respect of Personal Data.

5.3 The Trustee authorises the Provider and the Platform Operator to process data (including Personal Data) on its behalf for the purpose of providing the Plan and the Services. Where the Provider and the Platform Operator process data (including Personal Data), they shall:

5.3.1 keep the Personal Data confidential and shall not disclose Personal Data to any third party without the prior written consent of the Trustee except:

(a) where required by Applicable Laws and Regulatory Requirements and/ or a Regulator to disclose the Personal Data;

(b) where disclosure to an Affiliate or a Subcontractor is necessary to enable the Affiliate or Subcontractor to carry out any of the Services;

5.3.2 not transfer Personal Data outside of the European Economic Area (other than any country deemed adequate by the European Commission pursuant to Article 25(b) of Directive 95/46/EC) without the prior written consent of the Trustee, which shall not be unreasonably withheld or delayed.

5.4 The Trustee authorises the Provider and the Platform Operator to market its products and services to Members provided such marketing activity is carried out in accordance with Applicable Laws and Regulatory Requirements including any requirements of the Data Protection Laws and their respective privacy policies.

5.5 The Trustee authorises the Provider and the Platform Operator to share relevant data and information concerning the Plan and the Pension Scheme including Personal Data belonging to Members with each other and with their Affiliates within the Zurich Group strictly for the following purposes:

5.5.1 data matching and data validation;

5.5.2 to ensure the effective provision of the Services;

5.5.3 to allow effective business administration and governance;

5.5.4 direct marketing to Members where permitted by Applicable Laws and Regulatory Requirements (including any requirements of the Data Protection Laws) and in strict accordance with the privacy policy published by the Affiliate; and

5.4.5 as otherwise permitted by the Data Protection Laws.

- 5.6 The Trustee acknowledges that it is responsible for ensuring that it complies with any requirements required of the Data Protection Laws to permit the Trustee to send Member data and information (including any Personal Data) to the Provider and the Platform Operator as contemplated by this Agreement.
- 5.7 The Trustee acknowledges that the Provider and the Platform Operator may carry out such processing themselves or through an Affiliate or a Subcontractor. In carrying out such processing, the Provider and the Platform Operator shall, and shall procure that their agents, Affiliates and Subcontractors:
- 5.7.1 take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data; and
- 5.7.2 process any Personal Data promptly and accurately so that the data is kept up to date and accurate.
- 5.8 Where processing is carried out by an Affiliate or a Subcontractor, the Provider and the Platform Operator (as applicable) shall be responsible for the acts and omissions of the Affiliate or Subcontractor as if it were their own act or omission.
- 5.9 The Provider and the Platform Operator shall provide the Trustee with such information as it may from time to time reasonably request to enable the Trustee to comply with, assess or verify its compliance with its obligations as a Data Controller in common under the Data Protection Laws and to meet any subject access requests under the Data Protection Laws.
- 5.10 If a Member gives a data protection opt out notice regarding direct marketing to the Trustee, then the Trustee undertakes as soon as practicable to notify the Zurich Data Privacy Manager, Tricentre One, New Bridge Square, Swindon SN1 1HN.
- 5.11 The Provider and the Platform Operator shall ensure that it has best practice data and information security policies and measures in place as set out in the Zurich IT Security Policy.

6. CONFIDENTIALITY

- 6.1 The parties shall keep confidential all Confidential Information which comes into their possession or control and shall not copy or disclose the Confidential Information to any third party without the prior written consent of the other party.
- 6.2 A party shall be permitted to disclose Confidential Information belonging to the other party (including the terms of this Agreement and Personal Data) to its Affiliates, personnel, agents, contractors, Subcontractors and professional advisers only as is reasonably necessary for the purpose of complying with that party's obligations under this Agreement, provided that the disclosing party ensures that the individual or entity is obliged to keep the Confidential Information confidential on terms at least equivalent to those set out in this Clause 6.
- 6.3 The provisions of this Clause 6 shall not apply to any Confidential Information which is:
- 6.3.1 or becomes public knowledge other than by breach of this Agreement;
- 6.3.2 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- 6.3.3 independently developed.
- 6.4 The Provider and the Platform Operator shall use reasonable endeavours to preserve the records and other property of the Trustees that it has in its possession or control against loss by fire, burglary, accidental removal or computer failure.

- 6.5 The Provider and the Platform Operator shall use reasonable endeavours to ensure that their computer hardware and software systems are adequate to protect against any corruption, degradation or loss to the Trustees records or property. The Provider and the Platform Operator shall be responsible for maintaining back-ups of records in electronic format and keeping the records secure.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Each party acknowledges and agrees that, except as expressly provided in this Agreement, it does not by virtue of this Agreement obtain any rights to use, or any other rights in or to, any Intellectual Property Rights belonging to the other party.
- 7.2 Should the Trustee require the Provider and the Platform Operator to use and/ or reproduce any form of Intellectual Property Rights in relation to the Pension Scheme, it shall ensure that it has obtained appropriate authority from the owner of the Intellectual Property Rights to grant a non-exclusive, royalty-free, irrevocable licence to the Provider and the Platform Operator to use and reproduce the Intellectual Property Rights for the duration of this Agreement.

8. CHARGES FOR SERVICES

- 8.1 The charges for the provision of the Core Services and any Optional Services chosen by the Trustee are included in the charges applied under the Plan in accordance with the Plan Terms and Conditions. The charges that apply are set out in the Charges and Funds Schedule.
- 8.2 Should the Trustee request that the Provider or the Platform Operator (as applicable) provide any other service which is not a Core Service or an Optional Service, the Provider or the Platform Operator (as applicable) may charge the Trustee a fee for providing the service. The fee shall be calculated using a standard charge rate. The standard charge rate at the Effective Date is £73.80 per hour plus VAT which shall increase at the end of each calendar year by an amount equal to the latest Average Weekly Earnings rate published by the Office for National Statistics divided by the Average Weekly Earnings rate published by the Office of National Statistics for the previous end of calendar year.
- 8.3 Following receipt of a request to provide a service, the Provider or Platform Operator (as applicable) shall assess the individual request and record on a requisition form the following information:
- 8.3.1 detail of the request;
 - 8.3.2 background information;
 - 8.3.3 a full breakdown of the work to be carried out; and
 - 8.3.4 a full breakdown of the fee.
- 8.4 The requisition form shall be presented to the Trustee for authorisation to proceed. Once authorisation has been given by the Trustee, the Provider or Platform Operator (as applicable) and the Trustee shall agree reasonable timescales to complete the work.
- 8.5 The fee for the provision of the service shall be paid in a manner agreed between the Provider or the Platform Operator (as applicable) and the Trustee.
- 8.6 Should the Trustee request changes to the investment options made available to Members under the Plan following the Effective Date, the Provider shall:
- 8.6.1 charge a fee of £5,125 for each new Zurich Pension Fund to be made available that is not set up as a Blended Fund;
 - 8.6.2 charge a fee of £9,225 if a new Zurich Pension Fund is to be set up as a Blended Fund;
 - 8.6.3 charge a fee of £2,050 for the set up of each new Lifestyle Investment Profile;

- 8.6.4 action one Investment Change Exercise to the Lifestyle Investment Profiles and/ or to the underlying structure or make up of the Blended Funds in any twenty four (24) month period at no additional cost; and
- 8.6.5 if more than one Investment Change Exercise is requested in any twenty four (24) month period, the Provider shall charge a fee of £2,050 in respect of any further individual changes to a Lifestyle Investment Profile or a Blended Fund;
- 8.7 Where a Blended Fund is used within a Lifestyle Investment Profile, changing the make up of the Blended Fund will not count as a change to the make up of the Lifestyle Investment Profile.
- 8.8 The fees in respect of Investment Change Exercises shall be applied such that the exercise which would otherwise have incurred the highest fee during any twenty four (24) month period shall be the one provided at no additional cost in the period, as referred to in Clause 8.6.4.
- 8.9 The fees set out in Clause 8.6 are exclusive of VAT (which will be added as applicable) and shall increase at the end of each calendar year by the increase in the National Average Weekly Earnings Index for the whole economy as published by the Office for National Statistics during that calendar year.
- 8.10 The Provider shall invoice the Trustee for payment of any fees that become due and payable under Clause 8.6.
- 8.11 If the Trustee fails to pay any amount due and payable to the Provider under this Agreement, the Provider shall be entitled to charge interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of two (2) per cent per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and shall be payable by the Trustee on demand.

9. VARIATION TO CHARGES AND SERVICES

- 9.1 The Provider may vary, increase or introduce new charges applied under the Plan in accordance with the Plan Terms and Conditions.
- 9.2 The Provider may also vary, increase or introduce new charges applied under the Plan in the event that a Participating Employer commences or ceases to use the Utility Services.
- 9.3 The Provider and the Platform Operator may vary their Services to the extent necessary to:
- 9.3.1 comply with changes to Applicable Laws and Regulatory Requirements;
 - 9.3.2 comply with a decision of a court, governmental body, ombudsmen, regulator, industry body or other similar body;
 - 9.3.3 reflect changes in Good Industry Practice or the general business environment; and
 - 9.3.4 administer the Services with greater efficiency.
- 9.4 The Provider and the Platform Operator shall endeavour to provide three (3) months' written notice to the Trustee of any variation to the Services. Where this is not possible, the Provider or the Platform Operator (as applicable) shall notify the Trustee as soon as reasonably practicable.
- 9.5 The Provider and the Platform Operator may cease to provide any Service which the Trustee has not used for a period of twenty four (24) months upon providing three (3) months' written notice to the Trustee.
- 9.6 The Provider and the Platform Operator may cease to provide any Service as a result of changes in Applicable Laws and Regulatory Requirements and shall endeavour to provide three (3) months' written

notice to the Trustee. Where this is not possible, the Provider or the Platform Operator (as applicable) shall notify the Trustee as soon as reasonably practicable.

- 9.7 The Provider may cease to provide any Optional Service set out in Schedule 2 (Optional Services) and/or increase the charges applied under the Plan in the event that there is a significant fall in the amount of regular payments being made in to the Plan or AUM following the Effective Date upon providing three (3) months' written notice to the Trustee.

10. CEASING PAYMENTS TO THE PLAN

- 10.1 Where payments to the Plan cease, for as long as Deferred Members remain secured under the Plan:
- 10.1.1 the Provider and the Platform Operator shall continue to provide such of the Services that are relevant to the ongoing servicing of the Plan; and
- 10.1.2 the Trustee shall continue to carry out its obligations under this Agreement that are relevant to the ongoing servicing of the Plan.

11. TERMINATION OF THIS AGREEMENT

- 11.1 The Provider may terminate this Agreement in respect of all or parts of the Services (including those Services provided by the Platform Operator) at any time by giving not less than twelve (12) months' written notice to the Trustee.
- 11.2 The Trustee may terminate this Agreement at any time by giving not less than twelve (12) months' written notice to the Provider.
- 11.3 Where notice is given to terminate this Agreement in accordance with this Clause 11, the Provider and the Platform Operator shall be obliged to continue to provide those Services which the Trustee requires for the duration of the Exit Period, and in accordance with the Exit Plan, to facilitate the transfer of the Services to the Trustee and/or a substitute provider (as directed by the Trustee). For the avoidance of doubt, the provisions of this Agreement shall continue in force and govern the provision of the Services by the Provider and the Platform Operator unless otherwise agreed between the parties. In such event, the parties shall continue to comply with their obligations under this Agreement during the Exit Period.
- 11.4 This Agreement shall terminate automatically when there are no benefits remaining in the Plan. For the avoidance of doubt, no benefits remaining in the Plan means that all claims payments have been fully paid to the appropriate beneficiaries.

12. CONSEQUENCES OF TERMINATION AND EXIT

- 12.1 The termination of this Agreement by the Provider or the Trustee is without prejudice to any other rights and remedies of that party (whether arising out of, in connection with or relating to this Agreement or otherwise).
- 12.2 The termination or expiry of this Agreement shall not affect the accrued rights and liabilities of the parties or the enforceability of any provisions of this Agreement that are intended to remain in force after its termination. The parties agree that Clauses 5 (Data Protection), 6 (Confidentiality), 7 (Intellectual Property Rights), 13 (Liability and Indemnity), 14 (Dispute Resolution), 20 (Assignment) and 23 (Third Party Rights) are intended to, and shall survive, termination.
- 12.3 The parties shall agree an Exit Plan during the notice period following receipt of written notice to terminate this Agreement under Clauses 11.1 or 11.2. Upon expiry of such notice period, the parties shall start the implementation of the Exit Plan in accordance with its terms and the parties shall comply with the obligations set out in the Exit Plan.
- 12.4 During the Exit Period, and notwithstanding the Exit Plan, the Provider and the Platform Operator shall give all reasonable assistance to the Trustee and shall cooperate fully with the Trustee's requests in relation to the transfer of the Services to the Trustee or to another provider chosen by the Trustee,

including (but not limited to) providing all such information relating to the Services and the Plan as the Trustees may reasonably require to achieve a smooth transition of the Services.

12.5 Notwithstanding any other provision of this Agreement, the Trustee may at any time, whether before or after termination of the Plan, disclose any information (other than Confidential Information of the Provider unless the Provider has specifically consented to any such disclosure in writing) relating to the Services, the charges, the costs and arrangements involved in the provision of the Services (including any arrangements under the Exit Plan) and the transfer of the provision of the Services to:

12.5.1 any potential or actual substitute provider; and

12.5.2 any other person for the purpose of the potential or actual appointment of any substitute provider (including as part of any tender process for the provision of the Services or any similar services) and/or the provision of the Services or any similar services by one or more substitute providers.

13. LIABILITY AND INDEMNITY

13.1 The parties shall be liable for and indemnify each other against, all direct losses, costs, claims, damages and reasonable expenses arising out of any breach of their obligations under the terms of this Agreement.

13.2 The parties shall not be liable to the other for:

13.2.1 any indirect or consequential loss, damages or costs; or

13.2.2 loss of profit, loss of revenue, loss of business, loss of anticipated savings or damage to goodwill, in each case if and to the extent such loss is indirect loss,

arising out of any breach of their obligations under this Agreement.

13.3 Nothing in this Agreement shall limit or exclude the parties' liability for fraud, fraudulent misrepresentation or any other conduct that may not be excluded by law.

13.4 Notwithstanding Clause 13.1 and Clause 13.2, the Trustee's aggregate liability to the Platform Operator and to the Provider in respect of any and all claims for loss, damages or costs arising out of or in connection with this Agreement (including as a result of breach of contract, negligence or any other tort, under statute or otherwise and including under any indemnity) shall not exceed £1,000,000 (one million pounds sterling).

13.5 Notwithstanding Clause 13.1 and Clause 13.2, the combined aggregate liability of the Provider and the Platform Operator to the Trustee for any and all claims for loss, damages or costs arising out of or in connection with this Agreement (including as a result of breach of contract, negligence or any other tort, under statute or otherwise and including under any indemnity) shall not exceed £1,000,000 (one million pounds sterling).

13.6 The provisions of this Clause 13 shall apply regardless of any exoneration or indemnity that may be available to the Trustee, whether under the Trust Deed and Rules, Applicable Laws and Regulatory Requirements or otherwise.

13.7 In the event that the Provider deals directly with a Member when carrying out its obligations under a Service (including any Service where the Trustee has delegated authority to the Provider to act on the Trustee's behalf), the Trustee shall fully discharge the Provider from any and all liability in the provision of such Service to the Member provided that the Provider has carried out the Service in accordance with the terms of the Service.

14. DISPUTE RESOLUTION

- 14.1 The Provider and the Platform Operator shall not negotiate on any dispute arising between a Member and the Trustee other than to provide factual information to any party (unless restricted in law from doing so).
- 14.2 If any dispute arises between the parties in connection with this Agreement, the parties (including any person appointed to negotiate on a party's behalf) shall use all reasonable endeavours to settle it by negotiation.
- 14.3 If the parties are unable to settle the dispute by negotiation within thirty (30) Business Days of the dispute arising, either party may refer the dispute to mediation in accordance with the published rules of the Centre for Effective Dispute Resolution (CEDR). The commencement of mediation shall not prevent the parties from commencing or continuing with court proceedings but neither party may withdraw from mediation until each party has made its opening presentation and the mediator has met each party separately for at least two hours. The cost of mediation shall be shared equally between the parties.

15. FORCE MAJEURE

No party shall be responsible for any loss or damage suffered by the others, or for any failure to fulfil its obligations under this Agreement, if such loss, damage or failure is caused by, or is directly or indirectly due to, any cause beyond its control. The parties shall use their reasonable endeavours to minimise the effects of such loss, damage or failure.

16. NON-EXCLUSIVITY

Nothing in this Agreement shall prevent the Platform Operator or the Provider from providing the same or similar services provided under this Agreement to any other person, firm or company. The Provider and the Platform Operator shall not be deemed to be effected with notice of, or be under a duty to disclose to, the Trustee any fact or thing which may come to its attention, or the attention of any of its directors, officers, employees or agents, through rendering the same or similar services in the course of its business, or in any other capacity, or in any manner whatsoever, other than in the course of carrying out its duties under this Agreement.

17. ANTI-BRIBERY

- 17.1 The Provider and the Platform Operator undertake that during the term of this Agreement they shall not engage in, or consent to, any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.
- 17.2 The Provider and the Platform Operator shall at all times have in place adequate procedures designed to prevent any person performing services for or on behalf of the Provider, including any Subcontractor, from committing an offence under the Bribery Act 2010.

18. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each party.

19. NOTICE

- 19.1 The Trustee must serve all notices contemplated by this Agreement on the Provider and the Platform Operator by sending the notice by pre-paid first class post to the Provider's registered office marked for the attention of the Company Secretary. For the avoidance of doubt, notice served on the Provider shall be deemed notice served on the Platform Operator.
- 19.2 The Provider and the Platform Operator shall serve all notices contemplated by this Agreement on the Trustee by sending the notice by pre-paid first class post to the Trustee's of address.

20. ASSIGNMENT

- 20.1 This Agreement shall be binding on the parties and their respective successors and assigns. No party may, or shall have the power to, assign the Agreement without the prior written consent of the other parties which shall not be unreasonably withheld or delayed.
- 20.2 Nothing in this Agreement shall prevent the Provider from effecting a transfer of its rights and obligations under this Agreement to another member of the Zurich Group, whether by novation or pursuant to Part VII of the Financial Services and Markets Act 2000.

21. NO WAIVER

Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a right or remedy under this Agreement shall only be valid if it is made in writing and signed by an authorised representative of the relevant party.

22. ENTIRE AGREEMENT

This Agreement, including any terms and conditions, appendices or documents referred to in or attached to this Agreement or associated with the Plan, constitutes the entire agreement between the parties in relation to the Services and supersedes all previous agreements in relation to the Services.

23. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, all of which when taken together shall constitute one single agreement between the Parties. The transmission of an executed signature page of a counterpart of this Agreement in PDF by e-mail shall take effect as delivery of an executed counterpart of this Agreement. Each Party shall provide the other with the original of such counterpart as soon as reasonably practicable following the transmission of the counterpart in PDF by in e-mail.

25. GOVERNING LAW AND JURISDICTION

This Agreement is subject to English law and the English courts shall have exclusive jurisdiction in relation to all matters arising out of this Agreement, for which purposes the parties submit to such jurisdiction.

This Agreement is signed on behalf of the parties on date appearing page 2 of this Agreement

SIGNED by a duly authorised representative
for and on behalf of
STERLING ISA MANAGERS LIMITED

.....

Print Name

.....

SIGNED by a duly authorised representative
for and on behalf of
ZURICH ASSURANCE LTD

.....

Print Name

.....

SIGNED by a duly authorised representative
for and on behalf of
**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM**

.....

Print Name

.....

**Schedule 1
(Core Services)**

1.1 In order to provide the Plan, the Provider shall provide the following Core Services:

A1.1, A1.2, A1.3, A1.6, A1.7, A1.15.1, A1.15.2, A1.15.3, A1.15.4, A1.17.2, A1.18.1, A1.21, A1.22, A1.24, A1.25, A1.26.1, A1.27, A1.29.1, A1.29.3, A1.31, A1.32, A1.40

1.2 To the extent that a Service is to be delivered online and includes the processing of information and data, payments (including claims payments) and associated record keeping in respect of the Plan and Retirement Accounts, the Platform Operator shall provide the following Core Services:

A1.7, A1.8, A1.9.1, A1.9.2, A1.10, A1.11, A1.12, A1.14, A1.15.1, A1.15.2, A1.15.3, A1.15.4, A1.17.2, A1.20, A1.21, A1.22, A1.24, A1.29.1, A1.40

1.3 Core Services:

	Description (Provider Service number in brackets)	Dependent on
A1.1	<p>Account Manager</p> <p>The Provider shall assign an Account Manager to the Plan. The Account Manager shall:</p> <ul style="list-style-type: none"> • establish and maintain regular dialogue with the Trustee and Administrators as appropriate, in order to discuss activity, complaints, unsettled death claims and emerging issues on the Plan; • work with the Trustee and Administrators to ensure that any issues that arise during the lifetime of the Plan are resolved quickly; • provide an agreed level of training to the Trustee and Administrators on the Platform’s systems and processes. Training of any subsequent nominated person or third party may be subject to payment of a fee; • arrange seminars for Members and potential Members of the Plan to explain the features and benefits of membership; and • attend Pension Scheme meetings and annual review meetings if requested by the Trustee. The management information to be presented to the Trustee shall be agreed between the Provider and the Trustee prior to the relevant meeting. <p>For the avoidance of doubt, the Account Manager shall not provide financial advice.</p>	<p>Agreement between the Provider and Administrators regarding training requirements.</p> <p>Request by the Trustee for Account Manager attendance at Pension Scheme meetings.</p>

	Description (Provider Service number in brackets)	Dependent on
A1.2	<p>Set up of Plan (1)</p> <p>The Provider shall supply the following Plan set up documentation:</p> <ul style="list-style-type: none"> • Plan application; • This Service Agreement; and • Plan Terms and Conditions. <p>Once documents are completed and signed the Provider shall set up the Plan, funds and lifestyle investment option(s) requested by the Trustee.</p>	<p>Acceptance of Zurich Assurance Ltd as the Provider of the Plan, and receipt of set up documents fully and accurately completed.</p> <p>Agreement by the Provider that the funds and lifestyle investment option(s) requested by the Trustee can be set up.</p>
A1.3	<p>Plan literature (51f),</p> <p>The Provider shall produce and make the following Plan literature items available to view online:</p> <ul style="list-style-type: none"> • Fund Fact Sheets • A guide to selecting pension funds <p>In addition, if requested by the Trustee, the Provider shall make the following literature items available to view online or for Members to request by phone:</p> <ul style="list-style-type: none"> • Member booklet/guide • Expression of Wish form <p>In addition, the Provider can arrange for any of the items listed above to be printed in bulk by a third party supplier should the Trustee or a Participating Employer request copies in order to distribute to Members. The Trustee or Participating Employer making the request shall be responsible for meeting the costs of any printing and shall deal directly with the printer in settling any amount due for that work. Printed items will be distributed to one agreed location only.</p>	<p><u>Request by a Participating Employer or Trustee.</u></p> <p>Agreement between the Provider and the Trustee/ Administrator regarding timescales and location for delivery of bulk literature items and fees to be paid.</p>
A1.4	Not applicable	
A1.5	Not applicable	

	Description (Provider Service number in brackets)	Dependent on
A1.6	<p>Scheme governance reports (82)</p> <p>The Provider shall provide a quarterly report to the Trustee containing the following information specific to the Plan:</p> <ul style="list-style-type: none"> • membership movement details in the reporting period; • payments made to the Plan in the reporting period; • Support Centre performance against Service standards; • details of complaints received in the reporting period; and • investment fund performance for investment funds being used. <p>The Provider shall also send an annual data quality report to the Trustee to assist it in measuring the presence and accuracy of Member data in line with the Pensions Regulator's guidance for scheme record keeping. This report shall show details regarding Members with Units under the Plan only.</p>	
A1.7	<p>Error correction (63)</p> <p>The Provider and the Platform Operator shall correct records where an error has been made.</p> <p>Where the error was caused by incorrect information supplied to the Provider or Platform Operator, the Provider shall charge the Trustee a fee to cover its administration costs, and will advise the Trustee of the amount the Trustee shall need to pay in order to correct the unit holding where additional units need to be purchased.</p>	<p>The Provider calculating costs and timescale for error correction and approval and payment by the Trustee.</p>
A1.8	<p>Member upload (3)</p> <p>Administrators can submit new Member records and re-joiners for each Paycentre online. Automated validation of the data supplied shall be carried out and any invalid records shall be highlighted for correction.</p> <p>Once data is confirmed as valid the Administrator can submit the data to be uploaded to create Retirement Accounts for new Members. For new Members, the Member's investment strategy shall be set initially to the Plan's default investment strategy.</p> <p>For the avoidance of doubt, the Plan shall only ever hold one Retirement Account for a Member regardless of whether a Member claims under the Plan and subsequently re-joins or a Member has more than one employment record or several different periods of employment with a Participating Employer.</p>	<p>Provision of a complete and accurate data file, in a format prescribed by the Platform Operator.</p>

	Description (Provider Service number in brackets)	Dependent on
A1.9.1	<p>Re-joiner payments In to the Plan</p> <p>Where a Deferred Member or an Ex-Member who has a Retirement Account is required to become an Active Member the Platform Operator shall reactivate the Retirement Account in an active Paycentre as instructed by the Trustee.</p> <p>Where a Deferred Member is reactivated as Active their investment strategy for future regular payments shall be automatically re-set initially to the Plan's default investment strategy. The investment strategy for the existing assets under their Retirement Account will not be automatically changed.</p> <p>Where an Ex-Member is reactivated as Active their investment strategy shall be re-set initially to the Plan's default investment strategy.</p>	Clear instruction.
A1.9.2	<p>Reinstatement of a Member as Active where the Member was made Deferred in error</p> <p>The Platform Operator cannot accept payments to a Retirement Account unless the Member is an Active Member. If the Member is not an Active Member and there are outstanding payments due as a result of an administration error made by the Trustee the Trustee shall be charged a fee to cover the Platform Operator's administration costs to temporarily reinstate the record as active in order to accept the payments.</p>	Clear instruction. Receipt of fee charged for a temporary reinstatement.
A1.10	<p>Welcome letters, login and password issued to Members and Administrators (140)</p> <p>The Platform Operator shall issue a standard welcome letter to new Members of the Plan. The welcome letter shall include the Member's login ID. The Platform Operator shall also send a password to the Member under separate cover.</p> <p>The Platform Operator shall also send Administrators and Paycentre Administrators their own login ID and password details.</p>	

	Description (Provider Service number in brackets)	Dependent on
A1.11	<p>Payments through the Platform's payroll system</p> <p>The Platform Operator shall make available a customer self-service facility for Administrators and Paycentre Administrators using the Platform's payroll system.</p> <p>Separate Paycentres can be supported.</p> <p>Online validation checks shall ensure that payments through the Platform's payroll system can only be made for Active Members.</p> <p>All regular and single payments shall be collected by the Platform Operator by a Participating Employer or Trustee controlled Direct Debit only.</p> <p>Provided that any payments are due for a Paycentre, the Trustee shall be notified if no payments are received for a Paycentre within 31 days of the statutory due date.</p>	
A1.12	<p>Transfer in processing via Administrators (68c)</p> <p>The Platform Operator shall make available a transfer upload file template to Administrators in order for data related to transfer in payments to be supplied. Any information omitted cannot be supplied at a later date.</p> <p>Completion of the transfer shall require a correctly completed upload file together with the transfer payment and any supporting documentation.</p> <p>Where agreed for a particular bulk transfer exercise the Platform Operator shall transition Member unit holdings from ceding arrangements in a way which minimises out of market risk relating to the investments.</p>	<p>Agreement from the Trustee to the transition strategy, necessary legal documents completed prior to transition, agreement from Fund Managers and other third parties as applicable.</p>
A1.13	Not applicable	

	Description (Provider Service number in brackets)	Dependent on
A1.14	<p>Online bulk change data upload (151)</p> <p>Administrators can submit bulk changes to the data held on the Platform for existing Members online.</p> <p>Items that can be amended using this process include the following:</p> <ul style="list-style-type: none"> • personal details such as name and title • contact details • payment basis • pensionable salary • selected retirement age • leaver notification (cease active membership, left company) • salary sacrifice indicator • pay centre • employee payroll reference • employment start date • country of residence <p>For the avoidance of doubt, change data must be clearly identified, a download of full Member records is not acceptable.</p>	Provision of data in a format prescribed by the Platform Operator.
A1.15.1	<p>Processing change of personal and contact details requests received directly from Members (“Change Request”) (40tbd)</p> <p>The Platform Operator can action a Change Request online or by phone. For the avoidance of doubt, the Provider will not accept a Change Request in writing.</p> <p>Where Change Requests are actioned under this Service online, the Platform Operator shall notify the Administrators via an employee changes report. Requests actioned by phone are not included in the employee changes report.</p> <p>The Trustee has instructed the Provider and Platform Operator not to deal direct with Members in respect of such Change Requests. There will be no online availability for Members to make such changes and where a Member requests the Provider to make a change directly the Provider shall inform them that the Trustee has instructed the Provider not to action such requests and instead to refer them to the Administrators.</p> <p>For the avoidance of doubt, changes of date of birth shall be excluded from this Service and shall be referred to the Administrators, as error correction may be necessary.</p>	Receipt of clear instruction from the Member.

	Description (Provider Service number in brackets)	Dependent on
A1.15.2	<p>Processing change of selected retirement age requests received directly from Members (“Change SRA Requests”) (40t)</p> <p>The Platform Operator can action Change SRA Requests online or by phone. For the avoidance of doubt, the Provider will not accept Change SRA Requests in writing.</p> <p>Such online Change SRA Requests shall only be actioned if the new selected retirement age falls within the parameters allowed for the Member under the Plan.</p> <p>Where Change SRA Requests are actioned under this Service online, the Platform Operator shall notify the Administrators via an employee changes report. Change SRA Requests actioned by phone are not included in the employee changes report.</p> <p>The Trustee has instructed the Provider and Platform Operator not to deal direct with Members in respect of such Change SRA Requests. There will be no online availability for Members to make such changes and where a Member requests the Provider to make a change directly the Provider shall inform them that the Trustee has instructed the Provider not to action such requests and instead to refer them to the Administrators.</p>	Receipt of clear instruction from the Member.
A1.15.3	<p>Processing change contribution basis requests received directly from Active Members (“CCB Requests”) (40tbd)</p> <p>The Platform Operator can action CCB Requests online provided they do not have salary sacrifice recorded on their Retirement Account. For the avoidance of doubt, the Provider will not accept CCB Requests by phone or in writing.</p> <p>Where CCB Requests are actioned under this Service online, the Platform Operator shall notify the Administrators via an employee changes report.</p> <p>The Trustee has instructed the Provider and Platform Operator not to deal direct with Members in respect of such CCB Requests. There will be no online availability for Members to make such changes and where a Member requests the Provider to make a change directly the Provider shall inform them that the Trustee has instructed the Provider not to action such requests and instead to refer them to the Administrators.</p> <p>For the avoidance of doubt, Deferred Members cannot request the Platform Operator or Provider to change their contribution basis, and if they make such requests they will be referred to the Administrators.</p>	Receipt of clear instruction from the Member.

	Description (Provider Service number in brackets)	Dependent on
A1.15.4	<p>Processing cease active membership requests received directly from Active Members (“CAM Requests”)(224)</p> <p>The Platform Operator can action CAM Requests online and the Provider can action CAM requests by phone.</p> <p>Such requests can only be actioned from the period the Active Member is no longer eligible to Opt Out under Applicable Laws and Regulatory Requirements.</p> <p>Where requests are actioned under this Service, the Platform Operator shall notify the Administrators. The Trustee has instructed the Provider and Platform Operator not to deal direct with Members in respect of such CAM Requests. There will be no online availability for Members to make such changes and where a Member requests the Provider to make a change directly the Provider shall inform them that the Trustee has instructed the Provider not to action such requests and instead to refer them to the Administrators.</p>	
A1.16	Not applicable	
A1.17.1	Not applicable	
A1.17.2	<p>Scheme Pays facility</p> <p>The Provider and the Platform Operator shall accept instructions from the Trustee to pay a Member's Annual Allowance Tax Charge or Money Purchase Annual Allowance Tax Charge from the Member's Retirement Account subject to the request meeting HMRC's conditions for Scheme Pays to apply.</p> <p>The Provider shall pay the proceeds of the units disinvested to the Trustee in order for the Trustee to account to HMRC in respect of the tax.</p> <p>For the avoidance of doubt, this Service does not cover the paying of the Member's annual allowance charge on a voluntary basis.</p>	Receipt of authorisation from the Trustees to apply Scheme Pays.
A1.18.1	<p>Divorce – Recording earmarking orders (18) and splitting (17)</p> <p>The Provider shall record an indicator against a Member where the Trustee advises that an earmarking order is in place.</p> <p>The Provider shall process a request to transfer units out of a Retirement Account if instructed to do so by the Trustee as a result of a Pension Share Order.</p>	<p>The Trustee must provide a valid earmarking order to the Provider.</p> <p>Clear instruction from the Trustee.</p>
A1.18.2	Not applicable	
A1.19	Not used	

	Description (Provider Service number in brackets)	Dependent on
A1.20	<p>Concurrent Scheme indicator (181)</p> <p>The Platform Operator shall record a Concurrent Scheme Indicator marked as “Yes” for a Retirement Account if requested to do so. No details of the concurrent Scheme are recorded.</p> <p>If the indicator is set to “Yes”, a statement that the Member is in another scheme for the same Participating Employer shall be included in the Member’s annual benefit statement and in leaver letters if issued.</p>	Instruction from Trustee or Administrators that an indicator is required.
A1.21	<p>Annual benefit statements (7)</p> <p>The Provider will produce and forward annual benefit statements directly to Member’s addresses.</p> <p>The following shall apply:</p> <ul style="list-style-type: none"> • recent copies of the relevant annual benefit statement produced by the Provider shall be available for Members to view on the Platform; • the benefit statement shall be of standard format and content. Plan specific tailoring is not supported, neither is the inclusion of Plan specific inserts with the statement; • statements for Members who are not recorded on the Platform as Employed which are returned “gone away” shall be subject to the Provider’s current gone away tracing process; and • statements for Members who are recorded on the Platform as Employed which are returned “gone away” shall be forwarded to Administrators to pass on to the Member. 	
A1.22	<p>Investment switches and redirections</p> <p>The Platform Operator shall accept instructions from Members online, and the Provider shall accept instructions from Members by phone or in writing to change the investment strategy on their Retirement Account for existing funds and or future payments.</p> <p>In addition the Provider will accept instructions from Administrators by phone or in writing to change the investment strategy on Member’s Retirement Accounts.</p>	Receipt of clear instruction in required format from Members or Administrators.
A1.23	Not applicable	
A1.24	<p>Provide fund values and illustrations requested directly by a Member or authorised third party (40e)</p> <p>Where requested by a Member or authorised third party the Provider and the Platform Operator shall:</p> <ul style="list-style-type: none"> • generate an up to date illustration using a basis determined by the Provider and will print and despatch to the requestor; • advise the requestor verbally or in writing of the current value of their Retirement Account; and • advise the requestor verbally or in writing of a previous value of their Retirement Account at a specified date, provided such date is after the commencement of the Retirement Account. 	Receipt of clear and valid instruction.

	Description (Provider Service number in brackets)	Dependent on
A1.25	<p>Member complaint handling</p> <p>The Provider shall determine the basis for complaints received from Members that relate to the provision of Services by the Provider or the Platform Operator, including any complaints relating to literature items. Any complaints not related to the Services or literature items shall be passed to the Trustee for resolution.</p> <p>Complaints from a Member in relation to a Participating Employer or the Trustee, payment amounts, and pensionable salary values shall be referred to the Trustee for resolution.</p> <p>The Provider shall make a copy of the Trustees Internal Dispute Resolution Procedure available to Members online.</p>	<p>Receipt of complaint.</p> <p>Trustee to supply the Provider with an up to date copy of their Internal Dispute Resolution Procedure.</p>
A1.26.1	<p>Initiation of retirement claims at selected retirement age</p> <p>The Provider shall issue standard “wake up” letters and forms to agreed recipients in accordance with Applicable Laws and Regulatory Requirements.</p>	<p>Agreement of recipients between the Provider and Trustee.</p>
A1.27	<p>Correspondence returned as Gone Away</p> <p>Where correspondence issued to Members by the Provider or Platform Operator is returned marked “gone away” the Provider shall forward such correspondence to the Administrators to pass on to the Member and request the Administrators to supply an up to date address via the bulk change data upload.</p>	
A1.28	Not applicable	

	Description (Provider Service number in brackets)	Dependent on
A1.29.1	<p>Retirement claim</p> <p>The Provider shall sell Units in the Retirement Account and pay the value in accordance with the Trustee's instructions.</p> <p>The Provider shall calculate and the Platform Operator shall record and keep a history of the percentage of the Member's Standard Lifetime Allowance used in respect of claims from the Plan only.</p> <p>The Provider shall not advise the Trustee where it believes that the claim payment causes the Member's Lifetime Allowance to be exceeded.</p> <p>Where an annuity bureau has been selected for the Plan the Provider shall include content online that confirms:</p> <ul style="list-style-type: none"> • the Trustee has selected a particular annuity bureau to assist Members in retirement decision-making; and • details of how to contact the nominated annuity bureau. <p>While the Trustee does not require the Provider to comply with the ABI Code of Conduct on Retirement Choices, the Trustee acknowledges that the Provider's standard communications shall be compliant with this Code and that standard communications shall be issued unless expressly agreed to the contrary with the Trustee. As required by Clause 5, the Trustee must ensure that it obtains the appropriate consent from each Member that permits the Provider to pass any data (including Personal Data) to the nominated annuity bureau.</p>	<p>Receipt of clear instruction.</p> <p>Investment of any pipeline payments and receipt of all required documentation.</p>
A1.29.2	Not applicable	
A1.29.3	<p>Retirement claims parameters</p> <p>The Provider shall:</p> <ul style="list-style-type: none"> • allow up to two retirement claim to be made from a Retirement Account in a tax year without charge; • sell all or some Units in the Retirement Account and pay the value in accordance with the Trustee's instructions as described in Service A1.29.1; • for a given tax year, monitor the number of partial retirement claims requested for a Member; and • reserve the right to charge a fee for processing retirement claims should the number of retirement claims for a Retirement Account exceed two in a tax year; <p>Where the Provider intends to charge a fee the Provider shall:</p> <ul style="list-style-type: none"> • notify the Trustees before processing the claim; and • require authorisation from the Trustees to proceed with processing the claim and applying the fee. <p>Where the Provider does charge a fee it will be applied in accordance with the Plan Terms and Conditions.</p>	<p>Receipt of authorisation from the Trustees to process a claim where the Provider is to charge a fee. Such authorisation to confirm that the Member has given consent to the Trustees.</p>

	Description (Provider Service number in brackets)	Dependent on
A1.30	Not applicable	
A1.31	<p>Death claim</p> <p>The Provider shall:</p> <ul style="list-style-type: none"> • forward any scanned copies of Expression of Wish forms it holds to the Trustee; • sell the Units in the Retirement Account and pay the value to the Trustee; and • deal with the Trustee in respect of death claims. 	<p><u>Receipt of clear instructions from the Trustee.</u></p> <p>Investment of any pipeline payments and receipt of all required documentation.</p>
A1.32	<p>Transfer claim</p> <p>The Provider shall sell the Units in the Retirement Account and pay the value to another registered arrangement in accordance with instructions from the Trustee.</p>	<p>Receipt of clear instruction.</p> <p>Investment of any pipeline payments and receipt of all required documentation.</p>
A1.33	Not applicable	
A1.34	Not applicable	
A1.35	Not used	
A1.36	Not used	
A1.37	Not used	
A1.38	Not applicable	
A1.39	Not applicable	
A1.40	<p>Leaver processing</p> <p>When the Provider or the Platform Operator is informed that a Member has left the service of a Participating Employer or has ceased active membership, the Member's payment basis shall be changed to zero and the Member's status updated. The Member shall be a Deferred Member.</p> <p>The Provider and the Platform Operator shall comply with the Trustee's request not to issue leaver letters to Members outlining their options.</p>	<p>The Provider or the Platform Operator being informed by Administrators, and any delayed processing trigger period agreed with the Trustee to enable any outstanding payments to be submitted.</p>

Schedule 2
(Optional Services)

- 1.2 The Trustee may request that the Provider and/ or the Platform Operator (as applicable) perform or provides one of the Optional Services set out below.
- 1.3 If chosen by the Trustee, the following Optional Services shall be provided by the Provider:

none
- 1.4 If chosen by the Trustee, the following Optional Services shall be provided by the Platform Operator:

none
- 1.5 The Provider and/ or the Platform Operator (as applicable) shall only commence the provision of the Optional Service when the fees and timescales have been agreed with the Trustee.