

*Swiss Life Collective Foundation for Complementary Pensions, Zurich*  
(the Foundation)

## Pension fund regulations

### *Swiss Life Business Protect* *Complementary occupational benefits*

consisting of

- Basic provisions
- Provisions on encouraging home ownership
- Provisions on bonus participation
- Provisions on partial liquidation



# Basic provisions

**Effective date: 1 January 2019**

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# A. General provisions

## Art. 1 Object, basis of the contract and pension fund regulations

### 1 - Object

The object of this employee benefits plan is to implement measures to protect the insured persons and their survivors against the risks of old age, death and disability.

The foundation is affiliated to the national security fund which, within the legal framework, guarantees payment of benefits from employee benefits institutions and groups of insured persons which have become insolvent.

### 2 - Basis of the contract

The relationship between the employer and the foundation is governed by the terms of a contract of affiliation. The foundation shall maintain a separate Vorsorgewerk (employee benefits unit) for each affiliated company.

The foundation may conclude insurance contracts with Swiss Life Ltd. In this way, risks are reinsured by Swiss Life Ltd. The reinsured risks and the structure of the foundation are shown at the end of these basic provisions.

### 3 - Pension fund regulations

The pension fund regulations govern the relationship between the foundation and the insured persons or beneficiaries.

The pension plan sets out the type and scope of employee benefits and their financing. It is drawn up by the Administrative Board as part of the pension plans offered and is an integral part of the pension fund regulations.

The pension fund regulations also include the following in particular:

- basic provisions
- provisions on encouraging home ownership
- provisions on bonus participation
- provisions on partial liquidation

These provisions are issued by the Board of Trustees.

## Art. 2 Data protection

The employer shall provide the foundation or Swiss Life Ltd with the information required to implement employee benefits. If necessary, Swiss Life Ltd will pass on this data and other data generated in the administration of the employee benefits to other insurers, e.g. reinsurers. In the event of recourse to a liable third party, the foundation is authorised to pass on to the liable third party, or to the liability insurers, any information required to enforce its legal rights.

The foundation and Swiss Life Ltd shall treat all information in strictest confidence. The entire data processing chain from the collection of the data to its storage and destruction, takes place at Swiss Life or at the premises of authorised third parties in accordance with the legal provisions of the Federal Law on Data Protection (DSG) and the special provisions on data protection contained in the Swiss Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG) (Art. 85 et seq. of the BVG). Information may be passed on to representatives of Swiss Life for the purposes of providing pension advice to the insured person. This does not include, however, any medical data.

Insured persons, who do not consent to their data being passed on, should send an e-mail to this effect ([datenschutz@swisslife.ch](mailto:datenschutz@swisslife.ch)).

## Art. 3 Administration of employee benefits and information for insured persons

### 1 - Administration of employee benefits

An Administrative Board is responsible for administering employee benefits, implementing these regulations and providing the insured persons with relevant information. It issues regulations defining its functions and governing its composition.

Any matters which arise for which there are no provisions under these pension fund regulations or the regulations shall be settled by the foundation's executive bodies within the framework of the law.

### 2 - Information for insured persons

Insured persons are notified every year of

- their insured benefits and other information relating to their employee benefits
- the composition of the Administrative Board
- the organisation and financing of the Vorsorgewerk

The insured person can also request the following yearly reports of the foundation from the Administrative Board:

- the annual report with information on the Vorsorgewerk
- the annual report with information on the foundation as a whole

## Art. 4 Admittance to employee benefits

### 1 - Admittance

All employees are admitted to employee benefits if they fulfil the following conditions:

- they are required to contribute to AHV
- they have not yet reached retirement age
- they do not continue to be insured on a temporary basis in accordance with Art. 26a of the BVG
- they are not at least 70% disabled as defined by the IV
- they belong to the group of insured persons stated in the pension plan

### 2 - Date of admittance

Admittance to employee benefits occurs

- on commencement of the contract of employment or
- when the insured person fulfils the conditions for admittance to employee benefits

but at the earliest on 1 January following completion of the 17th year of age.

The ages of admittance for the risk and savings process are laid down in the pension plan.

## Art. 5 Benefits coverage

### 1 - Commencement and expiry

Insurance coverage commences on the day of admittance to the employee benefits plan and expires on the day on which the insured person leaves the plan.

## **2- Benefits coverage without limitation for pre-existing conditions**

Benefits coverage without a limitation for pre-existing conditions always exists for benefits acquired with the transferred vested benefits, provided they were insured by the previous employee benefits institution without a limitation for pre-existing conditions

If a person is healthy and fully capable of working upon admittance to the employee benefits plan, there is generally no limitation for pre-existing conditions with regard to entitlement to benefits under these pension fund regulations.

## **3- Benefits coverage with limitation for pre-existing conditions**

The foundation or Swiss Life Ltd can make its assumption of coverage for employee benefits, on admittance to the employee benefits fund or in the case of subsequent benefit increases, dependent on the results of an examination by a doctor.

In this case, the foundation or Swiss Life Ltd initially assumes provisional coverage with effect from the date entered in the notification of entry. On receipt of the doctor's report, a decision is made as to whether the coverage shall be assumed on a definitive basis, with or without a limitation for pre-existing conditions. A limitation for pre-existing conditions may be set for a maximum duration of five years. Supplementary benefits acquired with the transferred vested benefits shall only be affected by limiting conditions previously imposed up to a maximum duration of five years, and only for the remainder of that five-year period still to run. The limitation shall be communicated to the insured person.

A limitation has the following effect if an insured event occurs:

If, within the duration of the limitation for pre-existing conditions, the health problems specified in the limitation lead to the insured person's death or an incapacity to work which leads to disability or death, no entitlement to death benefits exists to the extent mentioned above and no entitlement to disability benefits exists throughout the whole period of disability. If an insured event occurs due to a cause other than that stated in the limitation or after the limitation period has expired, the limitation has no effect.

## **4- Exclusion clause**

If a person

- is not fully capable of working prior to or upon admittance to employee benefits and
- the cause of this incapacity to work leads to disability or to death during the waiting period for disability benefits,

there will be no entitlement to benefits in accordance with these regulations.

## **Art. 6 Duty to inform, report and cooperate**

### **1- Obligations**

Insured persons or their survivors must supply true and correct information on circumstances affecting employee benefits and must produce the required documents in support of their entitlements. In particular, the following information must be provided without delay:

- changes in civil status: marriage, remarriage, registration of partnership (Federal Registered Partnerships Act), etc.
- change in degree of disability or recovery of earning capacity
- death of benefit recipient
- cessation of a child's entitlement to a benefit: completion of education, attainment of earning capacity

- any qualifying income: Swiss and foreign social security benefits, benefits from other employee benefits institutions, income from employment, etc.

If the foundation deems a medical examination to be necessary, the insured person must undergo an examination. The insured person or his/her survivors have a general duty of cooperation in clarifying an entitlement to benefits.

### **2- Consequences of failure to fulfil obligations**

Neither the foundation nor the employer will be liable for the consequences of failure to fulfil the aforementioned obligations.

The foundation reserves the right to reclaim any excess benefit payments it may have made.

## B. Definitions and application

### Art. 7 Age

#### 1 - Saving age

Saving age describes the relevant age for the savings process. It corresponds to the difference between the current calendar year and the insured person's year of birth.

#### 2 - Risk age

Risk age describes the relevant age for calculating risk contributions. It is expressed in years and whole months.

### Art. 8 Children entitled to benefits

The following children of the insured person are entitled to benefits

- natural and adopted children
- foster children entitled to benefits under the AHV/IV regulations
- wholly or largely dependent stepchildren

The final age for entitlement to benefits for children is set out in the pension plan. Entitlement to benefits exists beyond the final age if

- the child is still in education, but not beyond completion of the 25th year of age
- the child becomes disabled before completion of the 25th year of age. The entitlement to benefits applies up to the attainment of earning capacity. If the child is itself entitled to disability income under the BVG, UVG or MVG, there is no entitlement to these benefits.

Entitlement to benefits ceases with the death of the child at the latest.

### Art. 9 Divorce

#### 1 - General entitlement

In the event of divorce, vested benefits or a share of the pension may have to be transferred from the liable spouse to the entitled spouse.

The court shall decide on the amount of the vested benefit or share of the pension. The insured person may be the liable or entitled spouse. The divorced spouse will be used to describe the insured person's spouse during and after the divorce proceedings.

#### 2 - Claims of the divorced spouse when drawing a retirement pension through the insured person

If the insured person is drawing a retirement pension when the divorce proceedings are initiated, the court can award the divorced spouse part of the pension. An awarded share of the pension is converted by the foundation into a lifelong pension and paid to the divorced spouse as per the following conditions.

##### Transferal of the lifelong pension to the divorced spouse's pension fund

Until the divorced spouse reaches the normal retirement age as per the BVG, the foundation will transfer the lifelong pension to his/her employee benefits institution or vested benefits institution. Payments are made as prescribed by law. The interest is half of the interest rate applied by the foundation for the retirement savings during the same period.

If the divorced spouse is entitled to a full disability pension under the BVG or has attained the minimum age for early retirement under the BVG, he/she can issue a written request to the foundation to draw the lifelong pension directly. This request is irrevocable.

##### Payment of the lifelong pension to the divorced spouse

If the divorced spouse reaches the normal retirement age as per the BVG, the foundation will pay out the lifelong pension directly to him/her. He/she can inform the foundation in writing no later than 30 days prior to reaching the normal retirement age under the BVG or within 30 days of the divorce decree coming into force to transfer the pension to his/her employee benefits institution.

If the divorced spouse is entitled to a lifelong pension, he/she has the same rights and obligations as the other pensioners in the foundation. There are no benefits resulting from the divorced spouse's death.

#### 3 - Consequences for the insured person

##### Reducing the retirement benefit

If the divorce decree results in a transfer of vested benefits from the insured person in favour of the divorced spouse, the insured person's retirement savings will be reduced correspondingly. If the insured person is partially disabled, the vested benefit is taken from the active portion of the insurance and any remaining amount from the disability portion of the insurance.

##### Increasing the retirement benefit

If the divorce decree results in a transfer of the divorced spouse's vested benefits or a share of the pension in favour of the insured person, the insured person's retirement benefit will increase correspondingly. The transfer can be made to the active portion of the retirement savings as an annuity or a lump-sum until the inception of an incapacity to work, the cause of which leads to disability or death, by the onset of retirement at the latest.

##### When the insured person draws a disability pension

- If vested benefits are to be transferred to the divorced spouse while drawing a disability pension, the insured person's retirement savings are reduced correspondingly.
- The amount of a disability pension when the divorce decree is issued and any disabled person's and disabled person's children's benefits shall remain exempt from transfer until the insured person reaches the normal retirement age.
- Any prospective disabled person's children's benefit and prospective death benefits dependent on the amount of the retirement savings, are calculated from when the divorce decree comes into force based on the reduced retirement savings.
- On reaching the normal retirement age, the retirement benefits, any retired person's children's benefit and death benefits are calculated based on the reduced retirement savings.

##### When the insured person draws a retirement pension

If part of the insured person's pension is to be transferred to the divorced spouse after the insured person has retired, the insured person's pension payments will be reduced correspondingly. This also applies to retired person's children's benefits arising after the entry into force of the divorce decree and any death benefits.

#### Reaching the retirement age during divorce proceedings

If the insured person retires during divorce proceedings, the foundation will reduce the vested benefits and retirement benefits to the maximum amount allowed by law. The foundation also reserves the right to reclaim excess paid benefits.

#### **4 - Purchase as a result of divorce**

A purchase by the insured person to the extent of the vested benefit transferred in favour of the divorced spouse can be made to the active portion of the insurance at any time up to the inception of an incapacity to work, the cause of which leads to disability or death, and at the latest one day prior to retirement.

This claim does not arise if the vested benefit was transferred by the insured person, while drawing a disability pension, from the disability portion of the insurance to the divorced spouse.

### **Art. 10 Registered partnership**

In accordance with the Federal Registered Partnerships Act (PartG) of 18 June 2004, registered partners have the same status as married partners. The claims and obligations of the registered partners under these employee benefits are equivalent to those of the spouse.

A legal dissolution of a registered partnership is equivalent to a divorce. The claims and obligations of partners from the legally dissolved partnership are equivalent to those of divorced spouses.

### **Art. 11 Part-time employment**

An insured person is regarded as being in part-time employment if his or her working week is shorter than that of an equivalent full-time employee and the part-time employee is fully capable of working.

### **Art. 12 Retirement**

#### **1 - Normal retirement**

The normal retirement age is set out in the pension plan.

#### **2 - Early retirement**

Early retirement is possible between completion of the 58th year of age and the normal retirement age. Early retirement before this time is only possible in cases prescribed by law, particularly in the case of a company restructuring. Retirement benefits are paid when the insured person ceases work. Any retirement pension is reduced in line with the age at retirement.

The pension plan specifies whether financing of early retirement is possible. The provisions on the financing of early retirement are set out at the end of these basic provisions.

#### **3 - Deferral of retirement**

Retirement can be deferred after normal retirement age until the age of 70 at the latest if

- the employment relationship is continued and
- the insured person agrees to the deferred retirement.

Retirement benefits are paid when the insured person withdraws from the employer's service

- for health reasons or
- after employment ceases.

Any retirement pension payable is calculated on the basis of increased conversion rates and is paid according to the age on the date of retirement.

The pension plan specifies whether deferred retirement is permitted. It outlines the insured benefits and their financing.

#### **4 - Partial retirement**

If an insured person takes partial retirement, he or she is entitled to claim the portion of the retirement benefits corresponding to the reduction in the level of employment.

The following applies to partial retirement:

- it is possible from attainment of the age of early retirement
- working hours are significantly reduced
- it is not possible to increase the level of employment
- employment is terminated within the context of the partial retirement
- there is no entitlement to disability benefits for the scope of partial retirement

The pension plan specifies whether partial retirement is possible.

### **Art. 13 Salary definition**

#### **1 - Annual salary**

The annual salary is defined in the pension plan and can be limited by legal stipulations.

#### **2 - Provisions**

##### Temporary loss of earnings

If the annual salary is temporarily reduced as the result of illness, accident, unemployment, maternity leave or for other reasons, the previous salary shall remain valid.

##### Period of employment less than one year

If the insured person is employed for less than one year, the estimated annual salary is the salary which he or she would have received during a full year's employment.

##### Persons with more than one employer

If an insured person is working for other employers, these salary portions cannot be insured under these pension fund regulations.

##### Falling below the salary threshold for insurance

A person whose annual salary falls below the participation threshold for reasons other than a temporary loss of earnings continues to be insured if the pension plan so provides.

##### Continued insurance of the previous annual salary

If the annual salary reduces after the employee reaches 58 by a maximum of a half, the insured person can request, at the time of the reduction, that the occupational benefits should be continued on the basis of the previous insured salary. The insurance can continue on a full or partial basis. The continued insurance ceases irrevocably

- to the extent of any subsequent increase in the annual salary
- if the previous annual salary is reduced by more than a half
- if the insured person requests termination of the continued insurance
- when the insured person reaches normal retirement age.

It is not possible to request termination of the continued insurance with retroactive effect.

Calculation of the previous annual salary and the estimated loss of earnings is based on the annual salary prior to the initial reduction following the 58th birthday.

### **Art. 14 Insured salary**

#### **1 - Insured salary**

The insured salary has been fixed as follows: annual salary less coordination offset.

The coordination offsets and the minimum insured salary are set out in the pension plan.

## **2 - Insured salary for partially disabled persons**

If an insured person becomes partially disabled, the salary is split into an active and disability salary portion. The annual salary which was insured at the onset of incapacity to work shall apply.

### Disability portion

The entitlement to a pension arises from the disability salary portion. It is calculated as a percentage of the benefits defined for total disability. The disability salary portion remains constant for the duration of the disability.

### Active portion

The active salary portion corresponds to the difference up to 100%. The insured salary, the maximum salary and the coordination offset are calculated on the basis of the remaining earning capacity.

If a change in the degree of disability affects the level of disability benefits, the salary is split in a different way. If a relapse occurs within one year of recovering full earning capacity,

- benefits are granted without another waiting period, and
- benefit adjustments are given retroactive effect.

This applies for partial and full disability.

## **3 - Insured salary for part-time employees**

The level of employment taken into account is shown in the pension plan.

If the level of employment is taken into account, the coordination offset is reduced in accordance with the employment level. The maximum salary is reduced by the same degree as the coordination offset.

The insured salary amounts to at least the minimum insured salary under the pension plan.



## C. Insurance benefits

The insured person is entitled to insurance benefits for old age, death and disability, if these risks are insured. This information can be found in the pension plan.

### Art. 15 Retirement savings

#### 1 - Individual retirement savings

Individual retirement savings are built up for the insured person.

The following will be credited to the retirement savings:

- the annual retirement credits
- vested benefits from previous employment benefit relationships in Switzerland and abroad
- purchases and allocations
- interest

The following will be debited to the retirement savings

- vested benefits to be transferred upon divorce
- the amount prepaid for home ownership purposes or the amount of the pledge if the pledge was sold

#### 2 - Annual retirement credits

The amount of the annual retirement credits is set out in the pension plan.

#### 3 - Interest

Interest is calculated on the balance of the retirement savings at the end of the previous year and credited to the retirement savings at the end of each calendar year. Changes during the course of the year are taken into account on a pro rata basis.

The interest on the retirement savings is set out in the pension plan. The applicable interest rates are disclosed every year.

#### 4 - Final retirement savings with and without interest

The final retirement savings are the retirement savings at normal retirement age.

##### Final retirement savings with interest

The final retirement savings with interest amount to

- the retirement savings accumulated at the end of the current calendar year plus
- the amount of the retirement credits for the period remaining until normal retirement age

with interest in each case.

For the calculation of final retirement savings, it is assumed that the currently insured annual salary and the interest rates will remain unchanged.

##### Final retirement savings without interest

The final retirement savings without interest amount to

- the retirement savings accumulated at the end of the current calendar year plus
- the amount of the retirement credits for the period remaining until normal retirement age

without interest in each case.

For the calculation of final retirement savings, it is assumed that the currently insured annual salary will remain unchanged.

## Retirement benefits

### Art. 16 Retirement benefit

#### 1 - Entitlement

The insured person becomes entitled to a retirement benefit on the first day of the month after

- normal retirement age is reached or
- the conditions for early retirement are fulfilled or
- the deferral of retirement ends.

#### 2 - Type and level of benefit

The type of retirement benefits are set out in the pension plan.

The level of benefit is calculated as follows:

- Retirement capital:  
The retirement capital amounts to the retirement savings accumulated at the time of retirement. It is paid out as one-off lump sum
- Retirement pension:  
The amount of the annual retirement pension is calculated by converting the retirement savings accumulated at the time of retirement using the applicable conversion rate. The retirement pension is paid for life.

The applicable conversion rate is stated in the pension plan.

### Art. 17 Retired person's children's benefit

#### 1 - Entitlement

The insured person is entitled to a retired person's children's benefit if he or she is drawing a retirement pension and has children entitled to benefits.

The entitlement to retired person's children's benefit terminates if the insured person dies or, at the latest, when the child's entitlement to benefits ceases.

#### 2 - Benefit

The pension plan specifies whether a retired person's children's benefit is insured and at what level.

## Disability benefits

### Art. 18 Disability

#### 1 - Definition

The insured person is entitled to a disability benefit if he or she is disabled under the terms of the IV, or is shown by objective medical evidence to be totally or partially incapable of pursuing their normal occupation or another gainful activity appropriate to their social standing, knowledge and abilities.

#### 2 - Partial disability

If the insured person is partially disabled, the degree of disability will be taken into account in determining the level of the disability benefits as follows:

Degree of IV disability as %	Level of benefits as %
0–24	0
25–59	proportionate to the degree of disability
60–69	75
from 70	100 (= total disability)

### 3 - Exclusion clause

No benefits are granted if disability has been caused or aggravated intentionally.

### 4 - Waiting period

The length of the waiting period is calculated by adding together the periods of disability, provided they did not precede a period of full capacity to work of more than 12 months. The insured person is entitled to disability income or a waiver of contributions without a new waiting period, if he or she were previously entitled to disability income or a waiver of contributions and has not since been fully capable of working for a period of more than 12 months.

The applicable waiting periods are stated in the pension plan.

### 5 - Temporary extension of cover in accordance with Art. 26a of the BVG

If the benefits from the federal disability insurance (disability income) are reduced or cancelled following a reduction in the degree of disability, the insured person remains insured under the same conditions for three years, provided he or she took part in reintegration measures prior to the reduction or cancellation of the disability income in accordance with Art. 8a of the Federal Law on Disability Insurance (IVG) or the disability income was reduced or cancelled due to the resumption of employment or an increase in the level of employment.

The insurance protection and the entitlement to benefits are maintained at the same level as long as the insured person is receiving transitional benefits in accordance with Art. 32 of the IVG.

## Art. 19 Disability income

### 1 - Entitlement

The entitlement to disability benefits arises after expiry of the waiting period.

Entitlement to disability income shall cease if the insured person

- regains earning capacity
- dies
- reaches normal retirement age

### 2 - Benefit

The pension plan specifies whether a disability income for total disability is insured and at what level.

## Art. 20 Disabled person's children's benefit

### 1 - Entitlement

The insured person is entitled to a disabled person's children's benefit if he or she is drawing a disability income and has children entitled to benefits.

Entitlement to disabled person's children's benefit shall cease when

- the child's entitlement to benefits ceases
- entitlement to disability income ceases

### 2 - Benefit

The pension plan specifies whether a disabled person's children's benefit for total disability is insured and at what level.

## Art. 21 Waiver of contributions

After expiry of the waiting period, the insured person is entitled to waive contributions. Under the waiver of contributions, normal contributions are waived. This excludes contributions to the statutory security fund.

Entitlement to a waiver of contributions shall cease if the insured person

- regains earning capacity
- dies
- reaches normal retirement age

## Death benefits

### Art. 22 Spouse's pension

#### 1 - Entitlement

If the pension plan so provides the surviving spouse is entitled to a spouse's pension if the insured person dies before or after retirement.

The pension is paid from the date of death; at the earliest, however, from the date on which payment of the full salary ceases.

The pension entitlement shall cease if the beneficiary

- remarries after completion of the 45th year of age, when a one-off lump-sum settlement of three annual pensions is paid
- dies

#### Divorced spouse's entitlement

The divorced spouse has the same status as the spouse if

- the marriage lasted at least ten years and
- the divorced spouse was granted a pension in a divorce decree as per Art. 124e cl. 1 ZGB or Art. 126 cl. 1 ZGB.

The pension corresponds to the amount by which the claim from the divorce decree exceeds the survivors' benefits under the AHV; claims by the divorced spouse for AHV and IV benefits are not taken into account. The pension will not exceed the insured pension under any circumstances. It will be paid out for as long as the pension awarded in the divorce decree would have been paid by the insured person.

#### 2 - Benefit

The pension plan specifies whether a spouse's pension is insured and at what level.

#### 3 - Reduction in benefits

Benefits for spouses and divorced spouses may be reduced under the following conditions.

#### Age difference of more than 10 years

If the surviving spouse is more than ten years younger than the insured person, the full spouse's pension will be reduced by 1% for each year or portion of a year by which the age difference exceeds ten years.

#### Marriage after age 65:

If the insured person marries after completion of the 65th year of age, the pension - reduced where appropriate in accordance with the above provisions - will be further reduced as follows:

- Marriage during the 66th year of age: 80%
- Marriage during the 67th year of age: 60%
- Marriage during the 68th year of age: 40%
- Marriage during the 69th year of age: 20%
- Marriage after completion of the 69th year of age 0%

If the marriage takes place after completion of the 65th year of age and the insured person was at that time suffering from an illness of which he or she must have been aware, there shall be no entitlement to a pension if the insured person should die within two years of the marriage as a result of said illness.

If the spouses were in a marriage-like relationship prior to their marriage, the start of the joint household applies in the place of the date of marriage with respect to these restrictions.

## Art. 23 Unmarried partner's pension

### 1 - Entitlement

The surviving partner is entitled to a partner's pension if a marriage-like relationship in the same household existed at the time of death and both partners

- are unmarried and are not living in a registered partnership
- are not related to each other and are not in a stepparent-stepchild relationship
- have lived together continuously for the last five years in the same household or were in the same household at time of death and jointly responsible for at least one child who is entitled to a benefit.

The terms and conditions governing the spouse's pension also apply to the unmarried partner's pension.

There is no entitlement to an unmarried partner's pension

- if the surviving partner is already drawing a spouse's pension or a partner's pension from an employee benefits institution unless it is a lifelong pension as per Art. 124a ZGB as part of a divorce
- or if the unmarried partner's pension is not enforced by the surviving partner within a year from the time of death.

### 2 - Benefit

The pension plan specifies whether an unmarried partner's pension is insured. An insured unmarried partner's pension corresponds to the amount of the annual spouse's pension.

### 3 - Reduction in benefits

The benefit reductions for the spouse's pension also apply to the unmarried partner's pension; the start of the joint household applies in place of the date of marriage.

## Art. 24 Orphan's benefit

### 1 - Entitlement

If the insured person dies before or after retirement, the children qualifying for benefits are entitled to an orphan's benefit. The benefit is paid from the date of death; at the earliest, however, from the date on which payment of the full salary ceases.

The entitlement shall cease when the child's entitlement to benefits ceases.

### 2 - Benefit

The pension plan specifies whether an orphan's benefit is insured and at what level.

## Art. 25 Lump-sum death benefit

### 1 - Entitlement

A lump-sum death benefit is payable if the insured person dies before reaching retirement. The claim to death benefit arises when the insured person dies before reaching the retirement age. The claim is not valid if it is not enforced within a year from time of death.

### 2 - Level of benefit

The level of the lump-sum death benefit is set out in the pension plan.

### 3 - Order of beneficiaries

The following natural persons are entitled to the lump-sum death benefit in order of priority and to the extent described. This remains subject to any legal restrictions and a proper beneficiary declaration by the insured person.

Beneficiary category I:

100% of the lump-sum death benefit for

- a) the spouse of the insured person;

in the absence of whom:

- b) the children entitled to benefits;

in the absence of whom:

- c) persons who were largely dependent on the insured person for support or a person who had lived with the unmarried insured person in a continuous marriage-like relationship during the five years prior to the latter's death or who must support at least one joint child; persons who are drawing a spouse's pension or partner's pension from an employee benefits institution are not entitled to a lump-sum death benefit, unless it is a lifelong pension as per Art. 124a ZGB as part of a divorce;

in the absence of whom:

Beneficiary category II:

100% of the lump-sum death benefit for

- d) the children of the insured person who are not entitled to benefits;

in the absence of whom:

- e) the insured person's parents;

in the absence of whom:

- f) the insured person's siblings;

in the absence of whom:

Beneficiary category III:

50% of the lump-sum death benefit, however at least the vested benefits brought in by the insured person, contributions and purchase sums, without interest will be paid out to any other legal heirs, excluding cantons and communes.

The apportionment of the lump-sum death benefit between several beneficiaries shall result in each receiving an equal share. Any unpaid lump-sum death benefits revert to the foundation.

### 4 - Beneficiary declaration

In a written declaration to the foundation the insured person may

- change the order of beneficiaries within the same beneficiary category and/or
- determine a different share of the apportionment of the lump-sum death benefit between several beneficiaries.

The ranking order of the beneficiary categories may not be changed.

## D. Regular contributions and purchases

### Art. 26 Regular contributions

#### 1 - Regular contributions

Regular contributions are financed by the employer and the insured person. The employer's contributions are at least equal to the total contributions of all insured persons.

The amount and composition of the ordinary contributions are detailed in the pension plan.

Contributions for continuing to insure the previous annual salary after the age of 58, especially the amount of any employer contribution, are also regulated in the pension plan.

The insured persons' contribution is deducted from the salary in fixed instalments. The employer may also finance his or her contributions out of the employee contribution reserves already set aside for that purpose.

#### 2 - Commencement and termination of duty to pay contributions

The duty to pay contributions commences with admittance to the employee benefits plan.

The duty to pay contributions ends

- upon withdrawal from the employee benefits plan due to premature termination of the employment relationship
- in the case of projected long-term undershooting of the minimum salary
- in the event of disability after expiry of the waiting period
- in the event of death
- upon retirement.

### Art. 27 Purchase

#### 1 - Principle

Purchases may be made within the framework of the law

- to finance missing insurance years
- to finance a salary increase
- to finance gaps in insurance coverage for other reasons

Purchases are possible up to one month before retirement, however at the latest by the date of early retirement. They increase the retirement savings.

#### 2 - Maximum possible purchase sum prior to normal retirement

The level of the maximum possible purchase sum corresponds to the difference between

- the maximum possible retirement savings and
- the actual retirement savings

at the time of the purchase.

##### Maximum possible retirement savings

The maximum possible retirement savings are the retirement savings which would be attainable up to the time of purchase in accordance with the pension plan on the basis of the currently insured salary and an uninterrupted period of contribution. The calculation of the maximum possible retirement savings takes into account an interest rate shown in the pension plan.

##### Actual retirement savings

The actual retirement savings consist of:

- the accumulated retirement savings
- the amount drawn as a prepayment for home ownership purposes
- vested benefit entitlements which have not been paid into the employee benefits plan
- the part of the assets for tax-qualified provisions to be taken into account according to the law

provided these funds have not already been taken into account in another pension plan.

The insured person must report such assets before purchase. The foundation shall not be liable for the consequences resulting from a failure to report the relevant information.

#### 3 - Maximum possible purchase sum during the deferral of retirement

The level of the maximum possible purchase sum corresponds to the difference between

- the maximum possible retirement savings at normal retirement age
- the actual retirement savings at the time of purchase.

##### Maximum possible retirement savings at normal retirement age

These are the retirement savings which were achievable at normal retirement age under the pension plan in the case of an uninterrupted contribution period and based on the insured salary at normal retirement age. They are calculated using an interest rate stated in the pension plan.

##### Actual retirement savings at the time of the purchase

These retirement savings are determined on the basis of the calculation given above under "Actual retirement savings".

#### 4 - Restrictions

##### Tax deductibility

The insured person is responsible for reporting the purchases to the tax authorities in order to receive a tax rebate. The tax authorities decide whether the purchase can be deducted for income tax purposes. The foundation has no influence on this decision and assumes no liability in this regard.

##### Withdrawal as a lump sum

If purchases have been made, the resulting benefits may not be withdrawn from the employee benefits plan in a lump-sum form within the three years following the purchase (blocked portion). At retirement, benefits purchased during the last three years are converted into a retirement pension on a mandatory basis. This retirement pension is paid for life.

The unblocked portion can normally be withdrawn as a lump sum. Current standard taxation practice should be observed in this connection: In the event of a lump-sum withdrawal within three years of a purchase, the tax deductibility of the purchase is not normally recognised for income tax purposes. A lump-sum withdrawal may thus be disadvantageous from an income tax perspective, if it is made within three years of a purchase.

##### Prepayment for home ownership

If the insured person drew a portion of their retirement savings as a prepayment for home ownership, he or she may only pay a purchase sum when the amount withdrawn has been repaid in full. This does not apply to a purchase to bridge the gap in coverage resulting from divorce.

#### Incapacity to work, disability

A purchase is possible up to the onset of incapacity to work, the cause of which leads to disability or death. A purchase is only possible for the active portion of the insurance.

#### Partial retirement

A purchase prior to normal retirement age can only be made for the active portion of the insurance.

If the purchase is made during the period of deferred retirement, the maximum possible retirement savings are reduced at normal retirement age in accordance with the level of partial retirement.

#### Move from abroad

An insured person who moves to Switzerland from abroad and has previously never been a member of an employee benefits institution in Switzerland is not entitled to exceed the annual purchase sum of 20% of their insured salary during the first five years following his or her admittance to the employee benefits plan. An insured person must supply true and correct information regarding their move to Switzerland from abroad and previous insurance with a Swiss employee benefits institution. The foundation shall not be liable for the consequences resulting from a failure to report the relevant information.

## E. Payment of benefits

### Art. 28 Withdrawal from the employee benefits plan and vested benefit

#### 1 - Entitlement to vested benefit

If an insured person leaves the Vorsorgewerk or the foundation prior to the occurrence of an insured event because

- the working relationship is terminated
- the conditions for admittance to these employee benefits are no longer satisfied

he or she is entitled to a vested benefit which is calculated in accordance with the FZG.

The insured person is also entitled to a vested benefit if he or she leaves the Vorsorgewerk or the foundation between early and normal retirement age and remains in gainful employment or is declared unemployed.

#### 2 - Amount of the vested benefit

The vested benefit is the highest amount of the following two calculations:

- vested benefit in accordance with the defined contribution principle (Art. 15 FZG)
- minimum amount of the vested benefit (Art. 17 FZG), reduced by:
  - the portion of the retirement savings which was prepaid for home ownership
  - the portion of the vested benefit which was transferred to the employee benefits institution of a divorced spouse.

#### 3 - Vested benefit for partially disabled withdrawing persons

If the employment relationship of a partially disabled person is terminated, he or she is entitled to a vested benefit for the active portion.

If the partially disabled person later regains full earning capacity, he or she is also entitled to vested benefits for the portion of their employee benefits coverage which was maintained following termination of the employment relationship.

#### 4 - Temporary extension of cover in accordance with Art. 26a of the BVG

An entitlement to vested benefit arises only at the end of any temporary extension of cover in accordance with Art. 26a of the BVG.

#### 5 - Reimbursement of the vested benefit

If the employee benefits institution has to pay survivors' or disability benefits after it has transferred the vested benefit, the latter is to be reimbursed to the extent necessary for payment of said benefits. Benefits shall be reduced if no reimbursement is made.

### Art. 29 Application of the vested benefit

#### 1 - Maintenance of insurance coverage

For the purposes of maintaining insurance coverage, the vested benefit is transferred to the employee benefits institution of the new employer.

The insured person must inform the employer or the foundation of the following in relation to the transfer of the vested benefit to the new employee benefits institution:

- name and address of the new employer

- name, address and payment details of the new employee benefits institution

#### 2 - Cash payment

The insured person may request cash payment of the vested benefit under the following conditions:

- he or she is leaving Switzerland permanently and is not taking up residence in Liechtenstein
- he or she is not taking up self-employment and is no longer subject to mandatory occupational benefits
- the vested benefit is smaller than his or her annual personal contribution.

In the case of a cash payment the written consent of the insured person's spouse is required. Moreover, the written consent of the pledge holder is required in the event that the entitlement to employee benefits has been pledged.

#### 3 - Maintenance of insurance coverage without joining a new employee benefits institution

If an insured person does not join a new employee benefits institution and payment in cash is not applicable, at the time of withdrawing from the employee benefits coverage, he or she is entitled to

- a vested benefit policy or
- an allocation to a vested benefits account.

If no declaration is made by the insured person, the vested benefits shall be transferred to the Foundation for the BVG Contingency Fund, at the earliest after six months but no later than after two years.

### Art. 30 Extension period and extended liability

#### 1 - Extension

The insured person remains covered for the insured risks for one month after termination of the employee benefits relationship. If a new employee benefits relationship is established prior to this, the extension terminates prematurely and the new employee benefits institution is responsible for coverage.

#### 2 - Extended liability

An insured person who is not fully capable of working upon termination of the employee benefits relationship or upon expiry of the extension period is entitled to disability benefits under these pension fund regulations, if the incapacity to work leads to

- disability within 360 days
- an increase in the degree of disability within a further 90 days.

An insured person who is partially disabled upon termination of the employee benefits relationship or upon expiry of the extension period is also entitled to disability benefits under these pension fund regulations for the increase in the degree of disability, if this increase occurs from the same cause and within 90 days after expiry of the extension period.

In all other cases, no benefits are paid.

### Art. 31 Payment

#### 1 - Consent of spouse

If the insured person is married, written approval from his/her spouse is required to have the retirement capital paid out.



## **2 - Place of payment; interest rate**

Benefits due will be paid by Swiss Life Ltd on behalf of the foundation at the beneficiaries' place of residence in Switzerland or an EU or EFTA member state. For beneficiaries without such a residence, payment will be made to the foundation's registered office. Default interest is calculated at the level of the interest applied to the retirement savings.

## **3 - Payment of pensions; reimbursement**

The due date of pension payments is set out in the pension plan.

The first instalment is calculated from the date entitlement is established until the following benefit instalment. If a benefit recipient dies, benefits to any surviving dependants become due for the first time on the next due date. Portions of a benefit drawn for a period beyond the date on which the entitlement ceases need not be refunded, except in the case of disability benefits and disabled person's children's benefits, where excess payments must be refunded following a reduction in the degree of disability.

## **Art. 32 Form of benefits due**

### **1 - Payment of the retirement capital in the form of a pension**

The pension plan sets out whether the insured person may request the accumulated retirement savings or part of those savings as a retirement pension instead of a lump sum.

The following future benefits are also included in the payment of the retirement pension:

- spouse's pension, if the insured person dies after retirement age
- retired person's children's benefit

The declaration requesting payment in the form of a pension must be made at least one month prior to retirement age and is irrevocable from this date.

### **2 - Lump-sum payment of spouse's or unmarried partner's pension**

The beneficiary may request a full or partial lump-sum withdrawal instead of a spouse's or unmarried partner's pension. The appropriate written declaration must be made prior to payment of the first pension instalment.

The full sum of the capital corresponds to

- the individual mathematical reserve in the case of beneficiaries who have completed the 45th year of age (see explanations in the appendix)
- the reduced individual mathematical reserve in the case of beneficiaries who have not completed the 45th year of age. The reduction is 3% per whole year or part thereof, by which the beneficiary is younger than 45 years of age upon the death of the insured person.
- a minimum, however, of four annual pensions.

### **3 - Lump-sum settlement in the case of small pensions**

Where, at the beginning of an entitlement, the annual retirement pension or the disability income paid for total disability amounts to less than 10%, the spouse's or unmarried partner's pension to less than 6% and the orphan's or children's benefit to less than 2% of the minimum AHV retirement pension, the pension will be replaced by a one-off lump-sum payment.

No lump-sum payment is made in the case of a mandatory conversion into a retirement pension following a purchase within three years prior to retirement.

### **4 - Effects of the lump-sum payment**

Entitlement to benefits in accordance with the pension fund regulations ceases for the portion paid as a lump sum.

## **Art. 33 Voluntary adjustment of pensions to cost of living**

Retirement pensions as well as survivors' and disability pensions shall be adjusted to the cost of living in line with the Vorsorgewerk's financial resources.

To the extent permitted by the Vorsorgewerk's financial resources, the Administrative Board decides each year whether and to what degree an adjustment will be made and communicates its decision by the end of October at the latest. The adjustment is made on 1 January of the following year as a one-off payment, in addition to the pension benefit.

## F. Relationship to third parties

### Art. 34 Coordination with other insurance

#### 1 - Reductions in benefits

##### Overindemnification

The foundation reduces benefits if, together with other qualifying income, they exceed 90% of the estimated loss of earnings. There shall be no compensation for the reduction of other benefits undertaken when the normal retirement age is attained.

##### Temporary extension of cover in accordance with Art. 26a of the BVG

The foundation reduces the disability income in accordance with the reduction in the degree of disability, but only to the extent that the reduction is offset by supplementary income of the insured person.

##### Insured event resulting from intentional act

If the AHV, the IV, accident or military insurance reduces or refuses benefits due to an intentional wrongful act, the resulting shortfall will not be covered.

#### 2 - Qualifying income

Qualifying income includes benefits of the same type and purpose as are being paid to the entitled person as a result of the damaging event, such as pensions or lump-sum payments equivalent to the paid-up value of a pension from Swiss and foreign social security and employee benefits institutions, daily allowances from mandatory insurance and daily allowances from voluntary insurance if at least half-financed by the employer. Third-party liability payments are also included provided the foundation waives their enforcement. Attendance allowances and compensation for grievous and permanent bodily and/or mental injury, settlements, assistance contributions and similar benefits do not count as qualifying income.

In addition, any earned income, or replacement income which can still be reasonably expected to be earned or received by recipients of disability benefits will be counted, apart from the additional income earned during participation in reintegration measures as per Art. 8a IVG. An orphan's benefit is also taken into account for recipients of a spouse's pension.

### Art. 35 Third-party liability

The foundation acts on behalf of the insured person, his or her survivors and other beneficiaries vis-à-vis third parties who are liable for the insured event at the time of its occurrence and in accordance with these pension fund regulations.



## G. Final provisions

### Art. 36 Amendments

#### 1 - Amendments to the pension fund regulations

The Administrative Board may amend the pension plan within the framework of the pension plans offered by the foundation.

Other parts of the pension fund regulations may be modified at any time by the Board of Trustees.

Beneficiaries' entitlements already acquired are not affected by an amendment. Any changes following divorce remain reserved.

#### 2 - Amendments due to legal requirements

The above does not apply to amendments to the pension fund regulations due to changes in legal requirements, decisions by the Swiss Federal Supreme Court and for the purposes of complying with supervisory and tax requirements

#### 3 - Change in pension provider

In the case of a change in pension provider, interest is charged on the accumulated retirement credits/mathematical reserve from the due date until transfer to the new pension provider at the rates applicable to the pension plan.

### Art. 37 Effective date of the basic provisions

#### 1 - Effective date

These basic provisions shall come into effect on

1 January 2019 and replace all previous provisions. They will be communicated to every person admitted to the employee benefits plan.

#### 2 - Benefits prior to effective date

The entry into force of these basic provisions renders all previous provisions for all persons null and void, where the insured event of death, disability or old age did not occur under the previous pension fund regulations. The following are deemed to be insured events

- death
- the beginning of an incapacity to work, the cause of which leads to disability or death
- retirement.

The pension fund regulations at the time of retirement apply to the insured event of old age and to the benefits triggered by the death of the recipient of retirement benefits.

In the case of disabled persons the insured event of old age is deemed to arise upon reaching the normal retirement age in accordance with these regulations.

If an insured event occurs, the benefits insured on the key date are paid out. Any changes following divorce remain reserved.

# Appendix I

## Structure of foundations, shortfall, restructuring measures

### 1 - Swiss Life Collective Foundation for Complementary Pensions

The foundation does not provide mandatory occupational benefits and has therefore not been entered in the register of occupational pension funds.

The risks of

- old age, death and disability
- investment risk for retirement savings (capital and interest risk)

are reinsured under an insurance contract between the foundation and Swiss Life Ltd. It is a so-called full insurance contract which covers all foundation benefits in full.

The foundation's cover ratio is always guaranteed to 100%. Restructuring measures are excluded.

### 2 - Swiss Life Collective Foundation 2nd Pillar

The foundation has been entered in the register of occupational pension funds.

The risks of death and disability for active insured persons are reinsured under an insurance contract between the foundation and Swiss Life Ltd. The other risks, in particular the investment risk for the retirement savings of active insured persons (capital and interest risk) and the longevity risk with regard to recipients of a retirement pension are borne by the foundation itself.

In the case of a semi-autonomous foundation, a shortfall may be suffered under certain circumstances. This is generally eliminated through appropriate restructuring measures.

#### Shortfall

A shortfall exists in the foundation or a Vorsorgewerk when the required vested pension capital of the foundation is not covered by the foundation's accumulated pension fund assets on the balance sheet date. The foundation's cover ratio is below 100%.

#### Restructuring measures

Depending on the level of the cover ratio, the following restructuring measures may be taken to eliminate the shortfall:

- allocation from employer contribution reserve
- waiver of usage of employer contribution reserve
- reduction in interest rate on retirement savings
- restructuring contributions by employers and employees
- restructuring contributions by pensioners
- reduction in future benefits for example following reduction in conversion rate
- deferment of right to prepayment for home ownership

The Board of Trustees determines the following:

- the type,
- duration and
- time

of the specific restructuring measures.

### 3 - Swiss Life Occupational Pension Foundation

The foundation has been entered in the register of occupational pension funds.

The risks of death and disability are reinsured under an insurance contract between the foundation and Swiss Life Ltd. Retirement pensions at retirement age are reinsured with Swiss Life Ltd; the Vorsorgewerk (employee benefits unit) bears the financing risk for the required allocation. The respective Vorsorgewerk also bears the other risks, in particular the investment risk for the retirement savings of active insured persons.

In the case of a semi-autonomous foundation, a shortfall may be suffered by the Vorsorgewerk in certain circumstances. This is generally eliminated through appropriate restructuring measures.

#### Vorsorgewerk shortfall

A shortfall exists in a Vorsorgewerk when the required vested pension capital of the Vorsorgewerk is not covered by the available pension fund assets on the balance sheet date. The Vorsorgewerk's cover ratio is below 100%.

#### Restructuring measures

Depending on the level of the cover ratio, the following restructuring measures may be taken to eliminate the shortfall. The restructuring measures relate to a Vorsorgewerk suffering a shortfall, the insured persons and their employers:

- voluntary allocation by employer
- allocation from employer contribution reserve
- waiver of usage of employer contribution reserve
- reduction in interest rate on retirement savings
- restructuring contributions by employers and employees
- restructuring contributions by pensioners
- reduction in future benefits for example following reduction in conversion rate
- deferment of right to prepayment for home ownership

The Administrative Board determines the following:

- the type,
- duration and
- time

of the specific restructuring measures. If the Administrative Board fails to take action or the measures it takes prove inadequate, the Board of Trustees shall specify the necessary restructuring measures.

# Appendix II

## Provisions governing the financing of early retirement

### 1 - Basis

Financing early retirement by purchasing benefits is possible where the pension plan so provides.

The insured person can purchase additional benefits to fully or partially fill the gap in retirement benefits following early retirement. The restrictions described for purchases also apply here.

The insured person can finance early retirement if at the time of purchase:

- vested benefits, where stipulated, have been brought into the employee benefits plan
- all possible purchases have been made to improve the insurance coverage
- any prepayment for home ownership has been repaid in full

In order to finance early retirement, the insured person must notify the Administrative Board in writing of the planned retirement age and open a special account. The balance on the special account is treated like a portion of the retirement savings and earns interest accordingly.

### 2 - Maximum purchase sums for the special account

The amount of the maximum possible purchase sum for financing early retirement corresponds to the difference between

- the normal retirement benefit which would have arisen at normal retirement age and
- the reduced retirement benefit which would have arisen at early retirement
- reduced by
- vested-benefit-type assets within the employee benefits plan
- vested benefit entitlements/savings which have not been paid into the employee benefits plan
- the part of the assets for tax-qualified provisions that must be taken into account according to the law

provided these funds have not already been taken into account.

The insured person must report such assets before purchase. The foundation shall not be liable for the consequences resulting from a failure to report the relevant information.

#### Normal retirement benefit:

Normal retirement benefit corresponds to projected retirement savings calculated using the current insured salary at normal retirement age plus interest and retirement credits at the time of purchase.

#### Reduced retirement benefit:

Reduced retirement benefit corresponds to projected retirement savings calculated using the current insured salary until the given early retirement age plus interest and retirement credits at the time of purchase. The calculation of the retirement benefits is made using an assumed interest rate specified in the pension certificate.

### 3 - Retirement after the planned age of early retirement

If the insured person remains in employment beyond the originally planned retirement age, this must be reported to the Administrative Board without delay, stating the new retirement age. The maximum purchase sum for the special account is recalculated.

If, on the date of actual retirement, the assets in the special account are higher than the gaps in coverage to be financed, the special account is used in the following order:

- to purchase additional benefits to fill gaps in coverage
- the remaining amount is used to further finance retirement benefits up to the maximum amount of 5% of the benefits target under the regulations
- the remaining amount is used to purchase a bridging pension up to the amount of the maximum AHV retirement pension for the period between the actual retirement and the AHV retirement age.
- the remaining amount for payment of the normal employee contributions during the period of deferred retirement.

Any remaining amount reverts to the respective Vorsorgewerk in the case of the Swiss Life Collective Foundation for Complementary Pensions and the Swiss Life Occupational Pension Foundation, and to the foundation in the case of the Swiss Life Collective Foundation 2nd Pillar.

### 4 - Payments from the special account

#### Prepayment for home ownership purposes/Spouse's entitlement upon divorce

Prepayments for home ownership purposes and transfers of vested benefits upon divorce are initially taken from the special account. Any amount exceeding this is debited to the retirement savings. Repayment is firstly made to the retirement savings account; any remaining amount is credited to the special account.

#### Lump-sum death benefit

Upon the death of an insured person, the special account is paid out to the survivors as an additional lump-sum death benefit.

#### Disability

For the period that the insured person is entitled to full disability income, the savings are retained in the special account. They are paid out as a one-off lump sum when normal retirement age is reached. In the case of partial disability, these provisions apply to the disability portion of the insurance.

#### Vested benefit

If the insured person is entitled to a vested benefit, the accumulated savings will become payable as an additional vested benefit.

# Appendix III

## Notes

### 1 - Survivors and survivors' benefits

In these pension fund regulations, these terms are understood to mean

- the entitled persons and
- the pension due (such as spouse's pension, orphan's benefit) upon the death of the insured person.

### 2 - Difference: Part-time employment and partial retirement

Part-time employment:

Reduced working hours

Partial retirement:

Reduction in working hours and simultaneous payment of retirement benefits for this reduction

### 3 - Distinction: active and disability portion of the insurance

Active portion:

describes the portion for which the insured person is employed. Salary increases, purchases, etc., are possible in this portion.

Disability portion:

describes the portion for which the insured person receives a replacement income (generally a pension). Salary increases, purchases, etc., are not possible.

### 4 - Cover ratio

The cover ratio is defined as the ratio between pension fund assets and vested pension capital.

Pension fund assets:

The total assets at market value on the balance sheet, less liabilities, accrued expenses and deferred income and, if appropriate, employer contribution reserves. The pension fund assets are those from which the actual financial situation can be established.

Vested pension capital:

The actuarially required vested pension capital (retirement savings and mathematical reserves) including necessary strengthening.

### 5 - Individual mathematical reserve for spouse's / unmarried partner's pension

The mathematical reserve matches at least the capital requirement to finance the spouse's or unmarried partner's pension. The mathematical reserve corresponds to the available retirement savings if the retirement savings are higher than the capital required to finance the spouse's or unmarried partner's pension.

# Appendix IV

## Abbreviations (laws)

AHV	Old age and surviving dependants insurance (state benefits)
IV	Disability insurance (state benefits)
BVG	Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans
FZG	Federal Law on Vested Benefits
IVG	Federal Law on Disability Insurance
WEFV	Ordinance on the Use of Occupational Pension Savings for Home Ownership
UVG	Federal Law on Accident Insurance
MVG	Federal Law on Military Insurance
OR	Swiss Code of Obligations
PartG	Federal Registered Partnerships Act
DSG	Federal Act on Data Protection

\* \* \*

# Provisions on encouraging home ownership

Effective date: 1 January 2019

## Art. 1 Assignment

Entitlements to benefits arising from these pension fund regulations cannot be assigned nor pledged to third parties before they become due. The only exception is a prepayment or pledge for home ownership purposes (WEF).

## Art. 2 Prepayment and pledging

### 1 - Prepayment and pledging

The insured person may make a prepayment or pledge up to one month before normal retirement age or up to the commencement of entitlement to disability benefits

- to purchase his or her own home
  - to purchase participation certificates in a housing cooperative or similar participation
  - to repay a mortgage loan
- if he or she uses the property as his or her own residence or normal place of abode.

A prepayment or pledge is only possible for the active portion of the insurance.

### 2 - Maximum amount

The maximum amount of a prepayment or a pledge is set out as follows:

- Until completion of the 50th year of age: the vested benefits at the time of the prepayment or pledge
- After completion of the 50th year of age: the higher of the two amounts at the time of the prepayment or pledge:
  - the vested benefits at the time of completion of the 50th year of age or
  - half of the vested benefits.

### 3 - Date of payment

The foundation shall pay out the prepayment within six months, but no earlier than the date requested by the insured person, and no later than the date the retirement benefits are payable. Payment is made directly to the entitled party he or she has designated following presentation of the necessary documents and in agreement with the insured person.

## Art. 3 Repayment

### 1 - Repayment

The insured person may repay the prepayment or the proceeds from the realisation of a pledge as a lump sum or in instalments:

- up to one month prior to normal retirement age or
- up to the commencement of entitlement to disability benefits (excluding the active portion of the insurance), or
- up to the cash payment of the vested benefit.

### 2 - Obligation to repay

The insured person is obliged to repay the prepayment in a lump sum if

- the residential property is sold
- a third party is granted rights to the residential property which are equivalent to the sale of the property.

## Art. 4 Amounts

### 1 - Minimum prepayment amount

The minimum amount of a prepayment is CHF 20 000.

#### Exception:

purchasing participation certificates in a housing cooperative or similar participation.

### 2 - Minimum repayment amount

The minimum amount of a repayment is CHF 10 000.

#### Exception:

If the outstanding amount is less than the minimum amount, the repayment is made in the form of a lump sum.

## Art. 5 Impact on employee benefits

### 1 - Prepayment

The prepayment sum reduces the accumulated retirement savings accordingly. The retirement, disability and death benefits will decrease accordingly if the retirement savings are used to determine these benefits.

Supplementary insurance to bridge the gap in coverage for disability and death benefits can be taken out with Swiss Life Ltd. Costs for supplementary insurance must be borne by the insured person.

To avoid overindemnification, the benefits under the regulations are reduced after taking into account the benefits which would have been due if a prepayment had not taken place; see Article "Coordination with other insurances" in the Basic Provisions.

### 2 - Repayment of prepayment

Repayment of a prepayment increases the accumulated retirement savings. The benefits are calculated in accordance with the pension fund regulations in force at the time of the repayment.

### 3 - Pledging and realising a pledge

Benefits are not reduced in the case of a pledge. Realising a pledge has the same effect as a prepayment.

## Art. 6 Taxes

The prepayment or the proceeds from realisation of a pledge are subject to tax as a lump-sum benefit at the time of payment.

If the prepayment or the proceeds from the realisation of a pledge are repaid in full or in part, the tax paid on the amount, without interest, may be reclaimed from the cantonal authorities concerned, within a period of three years following repayment, upon written application.

## Art. 7 Costs

The following costs are invoiced to the insured person:

- Implementing prepayment for home ownership: CHF 500
- Implementing pledge for home ownership: CHF 300.

## Art. 8 Further stipulations

### 1 - Written consent of married persons

A prepayment or pledge requires the written consent of the spouse.

## **2 - Pledging**

The consent of the pledge holder is required in the following cases:

- for cash payment of the vested benefits
- for payment of the employee benefits
- for transfer of the vested benefit in the event of divorce or the legal dissolution of a registered partnership.

The foundation must be notified of the pledge in writing.

## **3 - Another prepayment**

Another prepayment is possible at the earliest after a period of five years since the previous one.

## **4 - Compliance with basic provisions and legal provisions**

The Article "Purchase" in the Basic Provisions must be followed in the case of a prepayment or pledge. The legal provisions of the Occupational Pensions Act (BVG) and the Ordinance on the Use of Occupational Pensions Savings for Home Ownership (WEFV) apply in all other respects.

## **Art. 9 Foundation shortfall**

If it is not possible or reasonable on liquidity grounds for the foundation to make a prepayment, it shall decide on a postponement within the framework of the legal provisions.

During the period of a shortfall, the foundation may restrict or refuse a prepayment for the purposes of repaying a mortgage.

## **Art. 10 Effective date**

These provisions on encouraging home ownership shall come into force on 1 January 2019 and supersede all provisions issued prior to this date. They will be communicated to every person admitted to the employee benefits.

\* \* \*

# Provisions on bonus participation

Effective date: 1 January 2019

## Art. 1 Entitlement

The employee benefits unit is entitled to bonuses from insurance contracts. Entitlement commences when the contract of affiliation comes into force and ceases when the contract is terminated.

## Art. 2 Bonus calculation and due date

The bonus is calculated on the basis of the accumulated retirement savings/mathematical reserves of the employee benefits unit in the current financial year. It is payable on 1 January of the following year (key date).

The bonus entitlement is communicated annually.

## Art. 3 General application of bonus

### Distribution

The annual bonus is distributed to the insured persons. Key factors for the distribution are the retirement savings and the mathematical reserves of the insured person. An insured person is entitled to the calculated sum if he/she is affiliated with the employee benefits unit on the relevant key date.

### Application

In the case of insured persons in employment and recipients of disability income, the amount is credited to the supplementary portion of the retirement savings,

In the case of survivors and old age pensioners, the amount is paid out on the key date as a one-off payment, in addition to the pension benefits.

## Art. 4 Deviating resolution

The Board of Trustees may deviate from the general application of the bonus by passing a relevant resolution and reporting it to the foundation by 31 October of each year at the latest. The Administrative Board shall notify the insured persons of the deviating resolution.

## Art. 5 Effective date

These provisions on bonus participation shall come into force on 1 January 2019 and supersede all provisions issued prior to this date. They will be communicated to every person admitted to the employee benefits.

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# Provisions on encouraging home ownership

Effective date: 1 April 2010

## Art. 1 Basis

### 1 - Entitlement to free funds

In the event of partial liquidation of a Vorsorgewerk (employee benefits unit), the withdrawing insured persons are entitled, individually or collectively, to any accumulated free funds of the Vorsorgewerk.

### 2 - Conditions for partial liquidation

The conditions are met in the following cases:

- if the workforce of a company insured with the foundation decreases in less than one year for reasons other than restructuring, as follows:
  - in the case of 5 employees or less, at least 2 employees
  - in the case of 6-10 employees, at least 3 employees
  - in the case of 11-25 employees, at least 4 employees
  - in the case of 26-50 employees, at least 5 employees
  - in the case of over 50 employees, at least 10% of employees
- if the company undergoes restructuring and the following numbers of employees leave the Vorsorgewerk
  - in the case of 5 employees or less, at least 2 employees
  - in the case of 6-10 employees, at least 3 employees
  - in the case of 11-25 employees, at least 4 employees
  - in the case of 26-100 employees, at least 5 employees
  - in the case of over 100 employees, at least 5% of employees
- in the case of termination of the contract of affiliation, provided beneficiaries remain with the Vorsorgewerk.

There are no grounds for partial liquidation if the free funds on the key date:

- are less than 5% of the retirement savings of the active insured persons remaining with the Vorsorgewerk
- amount to, on average, less than CHF 1 000 per head of this group of persons

### 3 - Waiver of partial liquidation

Partial liquidation is waived in the following cases:

- if all employees or pensioners are transferred to the new employee benefits institution (total liquidation)
- if there are no insured persons at the time of termination of the contract of affiliation

## Art. 2 Determination of the level of free funds and insurance reserves (refund values) / key date

### 1 - Determination of free funds

The free funds are determined on the basis of the Vorsorgewerk's assets on the key date of the partial liquidation. The calculation of free funds is based on the Vorsorgewerk's actuarial and commercial balance sheet on the key date of partial liquidation.

### 2 - Insurance reserves and value fluctuation reserves

The Vorsorgewerke with the Foundation bear neither an underwriting nor an investment risk. These risks are insured with Swiss Life Ltd. There are entitlements under insurance contracts vis-à-vis Swiss Life Ltd to refund values in accordance with the premium rates approved by FINMA. In

this case, no insurance reserves or value fluctuation reserves shall be built up or have been built up by either the foundation or the Vorsorgewerke.

### 3 - Key date for partial liquidation

The key date for partial liquidation has been fixed as follows:

- in the case of reduction in the workforce or restructuring: the date the decision was taken to reduce staff numbers, at the latest one year after announcement of the measures
- upon termination of the contract of affiliation: the date of termination

### 4 - Relevant balance sheet

If the key date of partial liquidation is 31 December, the assets are determined on the basis of the actuarial and commercial balance sheets produced on this date. If the key date of partial liquidation does not fall on the 31 December, the assets, including the free funds, are determined on the basis of the previous year's commercial balance sheet.

If there is more than a 10% change in the key assets and liabilities between the key date of the partial liquidation and the transfer of free funds, the free funds are adjusted accordingly.

### 5 - Claim for contributions

If, on the date of partial or total liquidation, the contributions have not been paid by the employer and bankruptcy proceedings have been instigated against him or her, the outstanding contribution amount is written off at zero by appropriate value adjustments when determining the free funds. Any subsequent contributions made to cover the written-off amount are also distributed.

### 6 - Costs

The costs required to finance the partial liquidation process are taken from the Vorsorgewerk's free funds.

## Art. 3 Distribution between remaining and withdrawing insured persons

The accumulated free funds of the Vorsorgewerk are distributed among those remaining with the Vorsorgewerk and those leaving or those who have left in proportion to the amount of the retirement savings/mathematical reserves.

The free funds for those who are not withdrawing from the Vorsorgewerk shall remain with the Vorsorgewerk.

## Art. 4 Transfer of free funds upon termination of the contract of affiliation

Free funds are transferred collectively to the new employee benefits institution if,

- following termination of the contract of affiliation, all insured persons
- or, following partial termination of the contract of affiliation, a specific category of insured persons

leave the Vorsorgewerk and thus the foundation and collectively transfer to a new employee benefits institution.

If a specific category of insured person remains with the foundation upon partial termination of the contract of affiliation, a commensurate share of the free funds shall remain with the Vorsorgewerk.

If, upon termination of the contract of affiliation, it becomes apparent that a partial liquidation must first be executed owing to a significant reduction in workforce or restructuring of the company, a commensurate share of the free funds shall remain with the Vorsorgewerk or foundation until the procedure has been completed.

#### **Art. 5 Transfer of free funds upon reduction in workforce or restructuring**

If individual insured persons should withdraw from the Vorsorgewerk as the result of a significant reduction in the workforce or the restructuring of the company, without collectively joining a new employee benefits institution, the share of the free funds assigned to them according to the distribution formula shall be transferred in addition to the vested benefit to their retirement savings.

A collective withdrawal occurs when a group of at least three beneficiaries collectively join another employee benefits institution following a reduction in the workforce or restructuring of the company. In the case of collective withdrawal, the free funds are transferred collectively.

#### **Art. 6 Distribution formula**

The individual distribution of the free funds shall be carried out on the basis of an objective distribution formula.

The criteria of the distribution formula for active insured persons and those who have already withdrawn are as follows:

- the full insurance years in the Vorsorgewerk
- the amount of the individual retirement savings or mathematical reserve

The two criteria are weighted at 50%.

In the case of pensioners, the distribution formula is calculated on the basis of the mathematical reserve available on the key date.

#### **Art. 7 Responsibilities**

The employer or the Administrative Board is obliged to inform the foundation without delay of the following:

- a reduction in the workforce or the restructuring of the company which may lead to partial liquidation
- all relevant data connected with partial liquidation

The Administrative Board shall delegate the implementation of the partial liquidation to the foundation. The foundation assumes this responsibility on behalf of the Administrative Board and for the account of the Vorsorgewerk.

#### **Art. 8 Information; objection and complaint**

##### **1 - Informing insured persons**

The foundation shall inform all the insured persons concerned, including pensioners, of the following:

- that a case of partial liquidation obtains under the present regulations
- the total amount of free funds to be distributed
- the distribution formula
- the amount they will receive as an individual or collective share of the free funds

##### **2 - Possibility of making an objection or complaint**

Insured persons may submit an objection in writing to the Foundation within 30 days of receipt of the information. The Foundation will then respond. Insured persons have the right to request a review of the conditions for partial liquidation and of the procedure being followed, as well as the distribution of free funds, by submitting a complaint in writing to the relevant supervisory authority within 30 days of notification.

A legal claim to individually allocated funds or to the transfer of the collective amount does not arise until the period for submitting objections has expired, with no objections having been lodged, or if a complaint has been lodged, not until the final ruling on the complaint.

##### **Art. 9 Effective date**

These provisions shall enter into force on 1 April 2010 following approval by the supervisory authority, and may be amended at any time by the Board of Trustees, subject to the agreement of the supervisory authority. They render all previous partial liquidation provisions null and void and will be communicated to every person admitted to the employee benefits.

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## List of changes

### Changes based on resolutions by the Board of Trustees, valid from 01.01.2019

Compared with the latest version

#### Document: Basic Provisions

Art. 34	Cl. 1 - Reductions in benefits Clarification of overindemnification (adapted following revision of UVG on 1 January 2017)
	Cl. 2 - Qualifying income Clarification of qualifying income (adapted following revision of UVG on 1 January 2017)
Further changes:	<u>Textual amendments:</u> Art. 8, Art. 9 cl. 3

#### Document: Provisions on encouraging home ownership

Art. 4	Cl. 2 - Minimum repayment amount Change of minimum repayment amount
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#### Document: Provisions on bonus participation

Art. 1-3	New bonus model The bonus is now calculated on the basis of the accumulated retirement savings/mathematical reserves.
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#### Document: Provisions on partial liquidation

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**Changes based on resolutions by the Board of Trustees,  
valid from 01.01.2017**

Compared with the latest version

**Document: Basic Provisions**

Art. 6	Cl. 1 - Duty to cooperate Clarification of the insured person's duty of cooperation, and that of his/her survivors
Art. 23	Cl. 1 - Unmarried partner's pension Clarification of entitlement to an unmarried partner's pension
Art. 25	Cl. 1 - Lump-sum death benefit Clarification of entitlement to a lump-sum death benefit
Art. 31	Cl. 2 - Payment Clarification of interest paid on benefits due
New:	Pension compensation in the event of divorce, new rules as of 1 January 2017 Pension compensation even when insured event has already occurred Art. 9, Art. 22 cl. 1, Art. 23 cl. 1, Art. 25 cl. 3, Art. 31, cl. 1, Art. 36 cl. 1, Art. 37 cl. 2
New:	Voluntary extended coverage of income insured to date (Art. 33a BVG), a further opportunity for individual and flexible pension design Art. 13 cl. 2, Art. 26 cl. 1
Further changes:	<u>Textual amendments:</u> <u>Art. 12 cl. 1, Art. 25 cl. 2, Appendix II cl. 1</u>

**Document: Provisions on encouraging home ownership**

--- No changes

**Document: Provisions on bonus participation**

--- No changes

**Document: Provisions on partial liquidation**

--- No changes

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**Changes based on resolutions by the Board of Trustees,  
valid from 01.01.2016**

Compared with the latest version

**Document: Basic Provisions**

Art. 14	Cl. 2 - Insured salary Clarification of definition of the insured salary for partially disabled persons (active portion)
Art. 16	Cl. 1 - Retirement benefits Clarification of entitlement to retirement benefits
Art. 17	Cl. 1 - Retired person's children's benefit Clarification of entitlement to retired person's children's benefit
Art. 27	Cl. 4 - Purchase Clarification of tax treatment for a lump-sum withdrawal within three years of making a purchase
Art. 34	Cl. 2 - Coordination with other insurance Clarification of qualifying income for disability benefit recipients
Appendix II	Cl. 2 - Regulation for financing early retirement Clarification regarding calculation of pension gap
New:	Lump-sum payment of spouse's or unmarried partner's pension Additional lump-sum payment options, partial lump-sum withdrawal now also possible Art. 32, cl. 2
Further changes:	<u>Textual amendments:</u> Art. 2, Art. 12 cl. 2, Art. 14 cl. 2, Art. 19 cl. 1

**Document: Provisions on encouraging home ownership**

--- No changes

**Document: Provisions on bonus participation**

--- No changes

**Document: Provisions on partial liquidation**

--- No changes

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**Changes based on resolutions by the Board of Trustees,  
valid from 01.01.2014**

Compared with the latest version

**Document: Basic Provisions**

- Art. 2            Clarification of data processing procedure  
(see also: Appendix IV: List)
- Art. 37           Cl. 2 - Clarification of the coming into force and validity of the new provisions of the pension fund regulations for claiming entitlement to benefits
- New:            Implementation of the provisions for IV revision 6a (provisional extended cover)  
Art. 4 cl. 1, Art. 18 cl. 5, Art. 28 cl. 4, Art. 34 cl. 1 and Appendix IV: List)

**Document: Provisions on encouraging home ownership**

- Art. 2            Cl. 1 - Precision of the deadline to initiate an early withdrawal or pledge
- Art. 3            Cl. 1 - Precision of the deadline to repay an early withdrawal

**Document: Provisions on bonus participation**

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**Document: Provisions on partial liquidation**

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**Changes based on resolutions by the Board of Trustees,  
valid from 01.01.2013**

Compared with the latest version

**Document: Basic Provisions**

Art. 13	Cl. 2 - Clarification of effect on insurance if salary threshold is not reached.
Art. 14	Cl. 3 - Current model of insured salary in the case of part-time employment.
Art. 22	Cl. 3 - Clarification of date of marriage
Art. 34	Cl. 1 und 2 - Clarification of reduction in benefits and qualifying income when several benefits are paid together
Appendix I	cl. 3 Restructuring measures - Clarification of the competencies of the Board of Trustees
New:	Purchase of insurance years after normal retirement age. Art. 27, Appendix II: item 3
Further changes:	<u>Editorial amendments:</u> Art. 4 cl. 2, Art. 9 cl. 3, Art. 11, Art. 12 cl. 3, Art. 15 cl. 3 and 4, Art. 16 cl. 1 and 2, Art. 17 cl. 2, Art. 18 cl. 3, Art. 19 cl. 1 and 2, Art. 20 cl. 2, Art. 22 cl. 1 and 2, Art. 24 cl. 1 and 2, Art. 25 cl. 1 and 2, Art. 26 cl. 2, Art. 32 cl. 2 and 3, Art. 33 Appendix III: item 5, Appendix IV: List
	<u>Stylistic changes:</u> Numbers up to and including ten are written in words.

**Document: Provisions on encouraging home ownership**

Art. 2	Cl. 1 - Prepayment / pledging possible up to one month, instead of three years, prior to normal retirement.
Art. 3	Cl. 1 - Repayment of prepayment possible up to one month, instead of three years, prior to normal retirement.
Further changes:	<u>Editorial amendments:</u> Art. 2 cl. 3, Art. 5 cl. 1
	<u>Stylistic changes:</u> Numbers up to and including ten are written in words.

**Document: Provisions on bonus participation**

Art. 4	New article - Clarification regarding resolution by the Administrative Board on the application of the bonus
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**Document: Provisions on partial liquidation**

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**Changes valid from 01.01.2012**

Compared with the latest version

**Document: Basic Provisions**

- Art. 4            cl. 2 - Clarification of the date and conditions for admittance to employee benefits
- Art. 8            Clarification of entitlement to benefits for children who become disabled before completion of the 25th year of age.
- Art. 14           Clarification regarding effect of level of employment on coordination offset and maximum salary.
- Art. 32           cl. 2 - Clarification of lump-sum payment instead of a spouse's or unmarried partner's pension.

**Document: Provisions on encouraging home ownership**

- Art. 3            cl. 1 - Clarification of repayment of prepayment for the active portion of the insurance

**Document: Provisions on bonus participation**

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**Document: Provisions on partial liquidation**

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