

Conditions for «Flexible retirement (FR)»

Effective date: 1 January 2025

Art. 1 Basis

The Board of Trustees of Swiss Life Collective Foundation 2nd Pillar (hereinafter referred to as the “foundation”) issues the following provisions based on Art. 13 (5) of the pension fund regulations.

Art. 2 Conditions of acceptance

- Persons can be accepted as individual members for «Flexible retirement (FR)» who meet the following conditions:
- The insured person is insured with Swiss Life Collective Foundation 2nd Pillar;
- The insured person is entitled to benefits from the Foundation for Flexible Retirement in the Construction Industry (FR foundation), EID CHE-114.488.387.

Art. 3 Credit of BVG retirement credits paid by the FR foundation

The FR foundation pays BVG retirement credits. These BVG retirement credits are transferred by the Foundation’s FR foundation for crediting to the insured person’s retirement savings.

The credit to the retirement savings ceases upon reaching the regulatory reference age in accordance with the “Flexible retirement (FR)” pension plan and is subject to the FR foundation paying the BVG retirement credits.

Entitlement to BVG retirement credits is based exclusively on the regulations of the FR foundation. The insured person can only assert claims for BVG retirement credits to the FR foundation. The Foundation assumes no liability for benefits of the FR foundation and also provides no guarantee of these.

The Foundation assumes no liability for financial losses owing to the non-provision

- of BVG retirement benefits, the late payment of BVG retirement benefits
- or reductions of BVG retirement benefits.

Art. 4 Insured risks

The insured person is insured for the risks of old age and death within occupational provisions in accordance with the provisions of the pension fund regulations and the flexible retirement (FR) pension plan.

The risk of disability is not insured. The provisions of the pension fund regulations pertaining to this (disability benefits) do not apply.

Art. 5 Benefits

Retirement benefits are paid following attainment of regulatory reference age in accordance with the flexible retirement (FR) pension plan and the provisions of the pension fund regulations.

Early or partial retirement prior to attainment of regulatory reference age in accordance with the provisions of the pension fund regulations pertaining to this (“Early retirement”, “Partial retirement”) is not possible for the duration of individual membership.

It is not possible to defer the retirement benefits after attainment of regulatory reference age. The provisions of the pension fund regulations pertaining to this (“Deferred retirement”) do not apply.

In the event of death the death benefits are paid out in accordance with the flexible retirement (FR) pension plan.

Art. 6 Purchases

Purchases are not possible. The provisions of the pension fund regulations pertaining to these (“Purchases”) do not apply.

Art. 7 Information obligations

The information obligations in accordance with the provisions of the pension fund regulations apply.

The insured person must also notify the Foundation immediately about any discontinuation or reduction of BVG retirement credits by the FR foundation.

Art. 8 Costs

Cost and risk contributions (hereinafter “contributions”) are charged annually for the provision of individual membership. These are based on Swiss Life’s group life insurance premium rates. The insured person shall be informed in an appropriate form of the amount of the individual contributions.

The insured person acknowledges that the FR foundation charges the insured person an annual flat rate for the purpose of paying the individual contributions. This flat rate amount can be offset against bridging pensions or other benefits paid to the insured person by the FR foundation.

The flat rate is the same for all persons insured under the “Flexible retirement (FR)” pension plan and may differ accordingly from the amount of the individual contributions owed.

The FR foundation transfers the sum of the flat rate amounts collected annually to the Foundation, which it uses to pay all the individual contributions owed by the insured persons under the flexible retirement pension plan. If the flat rate amount is not transferred from the FR foundation to the Foundation within the payment period, the Foundation is entitled to invoice the insured person for the individual contributions directly.

Art. 9 Data processing

The insured person shall provide the Foundation with the data required for the provision of insurance. The Foundation is entitled to communicate these data to the FR foundation. In all other respects, the provisions of the pension fund regulations apply.

Art. 10 Amendments

These provisions may be amended by the Board of Trustees at any time.

Art. 11 Duration and termination

Individual membership of the FR foundation comes into being upon signature of the "Declaration of individual membership for flexible retirement (FR)" and enters into force on the date specified in the declaration ("Start of contract") unless the Foundation refuses individual membership within 30 days following receipt of the fully completed and signed declaration.

Individual membership ends upon attainment of regulatory reference age or (if this takes place before regulatory reference age) upon the expiration and/or forfeiture and/or establishment of non-existence of the entitlement to BVG retirement credits in accordance with the FR foundation regulations.

Should individual membership end before attainment of regulatory reference age, the Foundation shall pay out the retirement benefits in accordance with the provisions for early retirement, with the first day of the next month following the date of termination serving as the key date. The insured person is entitled in the event of termination of the individual membership prior to attainment of regulatory reference age in accordance with Art. 2, cl. 1^{bis} FZG to receive a withdrawal benefit.

The Foundation is entitled in the event of an infringement of information and/or payment obligations on the part of the insured person and/or the FR foundation as well as in the event of a significant change in circumstances (for example due to changes in the law or changes in supervisory and/or tax law) to dissolve the individual membership of the FR foundation with immediate effect. Regarding the consequences of such a dissolution and as long as this takes place prior to attainment of regulatory reference age, the aforementioned provisions concerning the termination of individual membership prior to attainment of regulatory reference age apply *mutatis mutandis*.