valitas
INDEPENDA

together individually

Pension fund regulations

Valitas collective Foundation LPP

Valid from 1 January 2025

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1. Section: Basis

Introduction

Art. 1 Purpose

1. Valitas collective Foundation LPP is a registered occupational pension scheme within the terms of Art. 80 et seqq Civil Code, 331 Code of Obligations and 48 OPA. As part of Valitas collective Foundation LPP (hereafter referred to as “Foundation”), there is an occupational pension fund for employees (hereafter referred to as the “Insured Person”) and in any case for employers from the affiliated companies (hereafter referred to as “Company”).

2. As part of the Regulations the Foundation protects the Insured Persons and/or their surviving dependents and the pension plans against the financial consequences of age, invalidity and death.

3. The Foundation’s services correspond to the agreed provisions of the pension plan, and as a minimum the provisions according to the OPA.

4. The legal relationship of the Insured Person to the Foundation on the one hand and the Company to the Foundation on the other are specifically governed by this Regulation, the Affiliation Agreement, the pension plan, the Investment Regulations and the guidelines for investing the assets, the Regulations on Provisions, the Partial and Full Liquidation Regulation, the Regulation on Promotion of Home Ownership (according to Appendix 1 to this Regulation) and the Administration Costs Regulation. The Foundation can issue additional regulations or guidelines at any time, or adapt these.

Art. 2 Affiliation

1. The Company becomes affiliated on countersignature by the Foundation of the Affiliation Agreement, but at the latest at the juncture specified in the Agreement. This Agreement governs the rights and obligations of the contracting parties.

2. Affiliation of the Company shall expire on due and proper termination according to the provisions of the Affiliation Agreement, and as a result of extraordinary termination within the terms of Art. 66(6).

Art. 3 Implementation

1. The Foundation shall operate a separate pension fund for each Company.

2. In consultation with the Foundation, the Foundation and the pension funds can conclude insurance contracts with insurance companies to cover the risks.

Glossary of terms

Art. 4 Terms

1. The Foundation

Valitas collective Foundation LPP is a Foundation within the terms of Art. 80 et seqq Civil Code, Art. 331 Code of Obligations and Art. 48 OPA.

2. Company

An affiliated Company within the terms of this Regulation is each of the Companies contractually affiliated with the Foundation to implement the employee benefits scheme. All legal entities and groups of natural persons that employ employees and pay salaries, and self-employed people whose personnel are affiliated with the Foundation are eligible for affiliation.

3. Affiliation Agreement

Contract between the Foundation and a Company on the basis of which the Company transfers to the Foundation provision of occupational pensions.

4. Administrative Commission

A company affiliated with the Foundation forms an Administrative Commission of employee and employer representatives as the pension fund's governing body.

5. Pension fund

Every affiliation forms an accounting unit in the form of a pension fund that is set up within the Foundation for each Company and which as a minimum is organised according to a pension plan. It has a separate account with regard to financing, benefits and asset management and a separate governing body per Company, the Administrative Commission.

6. Investment managers

A Swiss bank or investment institution which has a contractual relationship with the Foundation and which has been commissioned to invest the pension funds' assets.

7. Insured persons

All employees, self-employed persons and benefit recipients included in the Foundation. This Pension Fund Regulation uses the male form to refer to people. It applies to all genders.

8. Self-employed persons

A person recognised as self-employed within the terms of OASIA and registered as such by the competent OASI office or by SUVA (Swiss National Accident Insurance Fund).

9. Coordination deduction

Amount deducted from the definitive salary and therefore not insured. It coordinates the occupational pension with the OASI office. The amount is governed by the provisions of the OPA. The pension plan may contain a different definition if it is ensured that the insured salary is always at least as high as the insured salary according to the OPA.

10. Abbreviations for enactments

OASIA:	Old Age and Survivors' Insurance Act (Bundesgesetz über die Alters- und Hinterlassenenversicherung)
OPA:	Federal Act on Occupational Old Age, Survivors' and Invalids' Pensions, Occupational Pensions Act (Bundesgesetz über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge)
OPO 2:	Federal Ordinance on Occupational Old Age, Survivors' and Invalids' Pensions, Occupational Pensions Ordinance (Verordnung über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge)
VBA:	Vested Benefits Act (Freizügigkeitsgesetz)
VBO:	Vested Benefits Ordinance (Freizügigkeitsverordnung)
AIA:	Federal Act on Accident Insurance, Accident Insurance Act (Bundesgesetz über die Unfallversicherung)
MilIA:	Federal Act on Military Insurance, Military Insurance Act (Bundesgesetz über die Militärversicherung)
PartG:	Federal Act on the Registered Partnership between Persons of the Same Sex, Same-Sex Partnership Act (Bundesgesetz über die eingetragene Partnerschaft gleichgeschlechtlicher Paare)

11. Insurance company

Insurance company with which the risks to be insured of death, invalidity and age are wholly or partly covered.

12. Insurance policy

A collective insurance policy agreed between the Foundation and an insurance company concluded for each pension fund for the risks to be insured. The Foundation can also conclude collective policies for the entire Foundation portfolio or parts thereof.

13. Guarantee fund

The Foundation is affiliated with the guarantee fund. This guarantees the statutory benefits of pension funds that have become insolvent and pays subsidies to insurance funds that have an unfavourable age structure. The guarantee fund's duties are governed by the OPA and the guarantee fund ordinances.

14. Cost-of-living premium

The Foundation charges a cost-of-living premium to adjust the current survivors' and disability pension. The Foundation Board shall specify the level.

15. Non-mandatory part of the insurance

Insurance that provides benefits that exceed the minimum OPA benefits.

16. Spouse's pension and partner's pension

The term "spouse's pension" replaces the terms "widow's" and "widower's pension". A partner's pension is paid to the surviving cohabiting partner.

17. Registered partner

All the provisions for spouses apply by analogy to registered partners according to the Same-Sex Partnerships Act.

18. Beneficiary

Insured person having a claim to equitable pension division of an occupational pension in accordance with Art. 122 et seqq Swiss Civil Code on the basis of a legally enforceable Swiss divorce order.

19. Liable party

Insured person who must fulfil a claim by the Beneficiary as part of equitable pension division of an occupational pension in accordance with Art. 122 et seqq Swiss Civil Code on the basis of a legally enforceable Swiss divorce order.

20. Conversion rate

This percentage is used to calculate the annual retirement pension from the retirement assets in the case of early, normal, or delayed retirement.

Art. 5 Reference date

In each case the reference date is 1 January.

Art. 6 Normal retirement age/ Contribution age

1. The normal retirement age is reached on the first day of the month following completion of the statutory normal retirement age as per the OPA. Other normal retirement ages expressly specified in the pension plan are reserved.

2. The contribution age corresponds to the difference between the current calendar year and the Insured Person's birth year. It is used to determine the agreed pension plan savings contributions.

Art. 7 Insured salary

1. General provisions

a. The salary described in the pension plan is deemed to be the insured salary. This is determined in advance on the basis of the last notified definitive OASI annual salary. This takes account of the changes for the current year already notified.

b. If the Insured Person joins the Company part way through the year, the salary that they would have earned if employed for a full year is regarded as the calculation basis.

c. Changes to salaries that occur during the calendar year and deviate by less than 10% from the previous annual salary are not usually taken into account until the first reference date (1 January of the following year). Changes to salaries that occur in connection with a change to the part-time hours are reserved.
d. Temporary loss of income due to illness, accident, unemployment and maternity leave in accordance with Art. 329(f) Swiss Code of Obligations or paternity leave in accordance with Art. 16(k) Loss of Earnings Compensation Act, LECA, or for similar reasons are not deducted unless the Insure Person requests a reduction in the Insured Salary.
e. For Insured Persons with commission and/or turnover-dependent income, auxiliary staff and for Insured Persons on hourly wages, the Insured Salary is set on the basis of the last known annual salary, taking into account the changes agreed for the current year.
f. Unless expressly defined otherwise in the pension plan, the Insured Salary excludes occasional income. The following are regarded as such within the terms of this Regulation:
   - Non-contractual special allowances, non-contractual gratuities, and non-contractual bonuses from the employer. The gratuitous nature of the special allowances must be apparent from a corresponding employer exclusion.
   - Long-service rewards if they are not paid more frequently than every five years,
   - Allowances for adverse working conditions (such as allowances for noise or dirt), if not specified in advance or as a flat rate.
g. In the field of non-mandatory salaries, the pension plan governs definition of the Insured Salary with regard to the statutory regulations.
h. The Foundation does not grant voluntary insurance for income earned outside the Company.
i. In the cases of Insured Persons whose employment level and/or income level fluctuates greatly, the Foundation can set the Insured Salary at a flat rate according to the average salary for the professional group in question, or specify an employment level appropriate to experience.
j. The Insured Salary is limited to ten times the upper threshold according to Article 8(1) OPA.

2. Unpaid leave

a. If the Insured Person takes unpaid leave, the Company may agree with the Insured Person that, for the duration of the unpaid leave, contributions should be suspended, should continue to be paid as before, or only risk insurance should continue. The Foundation must be notified of the decision in writing. In the case of unpaid leave the pension shall continue for a maximum of one year.
b. The insurance will be suspended if no contributions are paid. Additional cover within the terms of Art. 10(3) OPA and VBA shall only take place in the event of definitive termination, on the other hand. The retirement assets will continue to attract interest. If an insured event occurs during a contributions-free period, claims to the retirement assets available at the time the insured event occurred are limited. The termination benefit shall become due on retirement from service.
c. The contribution will be collected via the affiliated Company.

3. Disability

a. If an Insured Person is partly disabled, or if they become so, having analogous regard to the statutory provisions, their salary that continues to be actively insured will be set on the basis of the annual salary that corresponds to their disability.

b. In the process any salary limits stipulated in the pension plan and the coordination deduction will be adjusted according to the pension level that ensues from the level of invalidity.

c. Partly disabled people are accepted according to Art. 41.

Art. 8 OPA retirement assets and OPA minimum benefits

1. Obligatory payments under the OPA are calculated on the basis of the OPA retirement assets. The benefits calculated according to the minimum provisions of OPA are hereafter referred to as OPA retirement pensions, OPA disability pensions, etc.

2. The OPA retirement pension is composed as follows:

a. The retirement credits in accordance with Art. 16 OPA,

b. The entry lump-sum transfer according to VBA from previous pension arrangements totalling the OPA retirement pension,

c. Any additional retirement credits that have been credited to the retirement pension from special contributions according to the old version of Art. 70(2) OPA,

d. Interest (minimum interest rate according to Art. 12 OPO 2),

e. The sums (termination benefits and pension units) that have been transferred and credited as part of an equitable pension division according to Art. 22c(2) VBA, redeposits following divorce, advance withdrawals or realisations of pledges in connection with funding a property purchase if these concern the OPA retirement assets,

f. It is reduced by payments within the scope of OPA, for divorces, withdrawals to fund a property purchase, including realisation of pledges, and for partial retirements.

3. The level of annual retirement credits 1 is:

Men	Women	
Contribution age		**Retirement credits as a percentage of coordinated salary according to Art. 8 and Art. 9**
25–34	25–34	7
35–44	35–44	10
45–54	45–54	15
55–65[1]	55–64[1]	18

[1] Statutory adjustments are continually taken into consideration

4. The OPA retirement assets form an integral part of the retirement assets according to Art. 27 and will be managed according to Art. 28 and Art. 41 of the Regulation. Art. 15a, 15b OPO 2 apply.

5. The amount of the annual OPA retirement pension is determined by applying the conversion rate specified in Art. 14 OPA.

6. The level of the annual OPA old-age child pension is 20% per child of the annual OPA retirement pension.

7. The projected OPA retirement assets consist of the OPA retirement assets acquired by the start of the entitlement to disability pension, plus the retirement credits from the start of the entitlement to disability pension but without interest for the time missing up to normal retirement age.

8. The level of the full annual OPA disability pension ensues from multiplying the conversion rate applying according to the OPA by the projected OPA retirement assets.

9. The level of the full annual OPA disability child pension is 20% per child of the annual OPA disability pension.

10. The level of the annual OPA spouse pension is 60% of the full OPA disability pension insured at the time of death, or the full current OPA disability pension, or 60% of the current OPA retirement pension It will only be paid, however, if the conditions in Art. 44 and 45 are met.

11. The level of the annual OPA orphan's pension is 20% per child of the full OPA disability pension insured at the time of death, or the full current OPA disability pension, or 20% per child of the current OPA retirement pension.

Insured persons

Art. 9 Employees

1. Subject to para. 3 of this article and Art. 12, all Company employees subject to OASI contributions will be included in the insurance.

2. Acceptance will take place at the start of the employment contract, but at the earliest on 1 January after reaching the age of 17.

3. The following are not included in the insurance:

a. Employees who have already reached or passed normal retirement age,

b. Employees whose definitive OASI annual salary does not exceed the entry threshold according to Art. 7 OPA or does not exceed a lower entry threshold that may have been agreed in the pension plan (this amount will be reduced for partly disabled employees according to their degree of disability),

c. Employees with an employment contract limited to a maximum term of three months. If the employment contract is extended beyond three months, inclusion in the insurance will take place at the time the extension is agreed,

d. Employees who have secondary occupations and are already compulsorily insured for their main employment, or who are self-employed as their main employment,

e. Employees who are up to 70% or more disabled within the terms of the Invalidity Act and people who continue to be provisionally insured according to Art. 26a OPA,

f. Employees who are not (or presumably not permanently) employed in Switzerland and have adequate insurance abroad, if they apply for exemption from inclusion in the insurance.

Art. 10 Self-employed

According to Art. 44 OPA, a self-employed person can be included in the insurance if he mainly works for the Company and at least one employee is insured when the Company is affiliated. In the case of voluntary insurance as part of the occupational pension, the self-employed person must concern themselves with accident insurance and daily sickness allowance insurance according to Art. 40(2). The Foundation will not pay any benefits that ensue from neglecting to take out accident insurance or the absence of daily sickness allowance insurance. Art. 21 shall otherwise apply.

Art. 11 Seasonal workers

1. Seasonal workers are insured only for the actual duration of their employment contracts.

2. The same provisions shall otherwise apply to them as apply to the other insured persons.

Art. 12 Health exclusions for risks of death and disability

1. The Company shall notify the Foundation of each person to be insured according to Art. 9 and Art. 11, using the appropriate form.

2. The Foundation may request a health declaration and carry out a health check at the time of inclusion in the insurance. If a medical examination is required, the Foundation or insurance company shall bear the costs of the examination.

3. If a person is not fully able to work before or at the time of their inclusion in the insurance, without this inability to work being disability within the terms of the OPA, and if the cause of this inability to work leads to disability or death within the definitive OPA period, there shall be no entitlement to benefits according to this Regulation. If the person was insured by another pension scheme when the inability to work commenced, this shall be relevant for the payment of benefits (Art. 18 and Art. 23 OPA).

4. The Foundation may attach a health proviso to its benefits based on the health check. For non-mandatory risk benefits, these may remain in place for a maximum of five years, or a maximum of three years for self-employed people who take out compulsory insurance of their own accord. If an insured event occurs during the exclusion period, the benefit restrictions will be maintained for life. The non-mandatory benefits acquired with the entry lump-sum transfers are affected by a potential benefits exclusion only insofar and so long as there was previously a benefits exclusion whose period of validity totalling a maximum of five or three years respectively has not yet expired.

5. If an insured event occurs before a health check has been completed, whose cause already existed before inclusion in the Foundation, only the benefits purchased with the termination benefit transfers will be provided, but as a minimum the benefits in line with the OPA.

6. When considering increases in benefits, the above provisions on a possible health check and a possible benefits exclusion shall apply analogously on inclusion in the insurance.

7. If the answers to the risk assessment questions are incorrect or incomplete, the Foundation may withdraw from the risk insurance for the non-mandatory part and restrict its disability and survivors' benefits for life to the minimum OPA benefits. Repayment will be requested of any surplus benefits that have been paid. The right to withdraw shall expire six months after the Foundation has demonstrably acquired knowledge of the facts from which a certain conclusion of violation of the duty of notification can be drawn.

8. Health exclusions are noted in the termination documents for the attention of the following pension schemes. The independent examining doctor shall transfer the medical details to the new pension scheme.

Art. 13 Start of insurance

The insurance cover for the Insured Persons shall commence in principle on the day on which the person to be insured starts work, or should have started work, on the basis of the employment, but at the latest at the point at which they are en route to work.

Art. 14 End of insurance

1. The insurance shall end when the employee leaves the Company, if and insofar as there is no entitlement to a disability or retirement pension or if an entitlement of this kind is not beginning.

2. If an Insured Person's annual salary is expected to fall permanently below the amount of an insured salary agreed in the pension plan, without there being an entitlement to benefits according to Art. 16-61, the Insured Person shall leave the Foundation. This provision shall apply by analogy for partial disability.

3. For termination of the employment relationships before an insured event occurs, the Foundation shall grant additional cover for the risks of death and disability. The additional cover shall commence on the date of legal termination of the employment relationship and shall persist until the Insured Person enters into a new employment relationship, but at most for a month. No contributions shall be owed for this period. If an insured event occurs during this period, any termination benefits already granted must be refunded. Otherwise, the Foundation shall reserve the right to offset insurance benefits that are due. The Foundation shall no longer be liable for insured events that occur after the additional period has expired. The Foundation shall at most be liable within the scope of the OPA minimum benefits for worsening due to the same cause that occurs later. No additional cover will be granted for periods of unpaid leave.

Art. 15 Effect of divorce

1. The Foundation shall implement legally enforceable divorce decrees by Swiss courts (hereafter Decree) that it receives.

2. The Foundation shall debit the termination benefit or life pension to be transferred pro rata to the compulsory retirement assets according to Art. 15 OPA from the remaining retirement assets, with the exception of the retirement and disabled person's child's pension established when divorce proceedings commenced. The termination benefit or life pension received for a Foundation beneficiary will be credited by the Foundation to the Beneficiary's obligatory and remaining retirement assets pro rata to the extent debited from the liable party's pension.

3. If the Beneficiary is awarded a portion of the Insured Person's termination benefit or hypothetical termination benefit in accordance with the Divorce Decree, the Foundation shall transfer this portion to the pension scheme, vested benefits scheme or to the Beneficiary's vested benefits policy, having regard to the following clauses. If the liable party makes a claim on grounds of age during the divorce proceedings, the Foundation shall reduce the part of the termination benefit (Art. 123 Civil Code) and the retirement pension to be transferred according to the Divorce Decree. The Foundation may waive a reduction if the cost of calculating the reduction is expected to exceed the amount of the reduction. As a maximum the reduction shall equate to the total by which the pension payments would have been lower until the Divorce Decree became legally enforceable if the calculation was based on retirement assets reduced by the transferred portion of the termination benefit. The reduction will be divided 50/50 between the Beneficiary and the Liable Party. If the Liable Party claims an incapacity/disability pension and if he attains the statutory retirement age during the divorce proceedings, the Foundation shall reduce the termination benefit (Art. 124(1) Civil Code) and the retirement pension. The Foundation may waive a reduction if the cost of calculating the reduction is expected to exceed the amount of the reduction. As a maximum the reduction shall equate to the total by which the pension payments would have been lower between attainment of the statutory retirement age and the Divorce Decree becoming legally enforceable if the calculation was based on retirement assets reduced by the transferred portion of the termination benefit. The reduction will be divided 50/50 between the Beneficiary and the Liable Party. If the Liable Party claims a disability pension from the Foundation when the divorce proceedings are instituted, this will be reduced according to Art. 19 OPO 2. Payment in cash of the termination benefit at the Beneficiary's request is only possible in the cases permitted by law.

4. If the Beneficiary is awarded a life pension according to the Divorce Decree, the Foundation shall pay this having regard to the following clauses: there are no reversionary benefits for the Beneficiary associated with the life pension. Pension units transferred to the Beneficiary as part of an equitable pension division shall no longer form part of the Liable Party's current retirement or disability pension within the terms of this Regulation. The Foundation shall transfer the life pension to the Beneficiary's pension or vested benefits scheme once per year by 15 December of the year in question (transfer date). The pension due for a calendar year, plus interest, will be transferred at this time. The interest corresponds to half of the Foundation's statutory interest rate applying to the year in question. Transfer to the Beneficiary's pension or vested benefits scheme shall cease if a claim by the Beneficiary to direct payment of the life pension has occurred or if the Beneficiary dies; in both cases the amount transferred shall include the amount from the start of the calendar year in question until the end of the entitlement. The Foundation shall be entitled to undertake transfer in full of the life pension to the Beneficiary's pension scheme, vested benefits scheme or vested benefits policy in the form of capital on the basis of an agreement with the pension provider. The Beneficiary insured in the Foundation shall be obliged to inform the Foundation of his entitlement to a life pension and the name of the Liable Party's pension or vested benefits scheme. In the event of departure from the Foundation, the Beneficiary shall inform the Liable Party's pension or vested benefits scheme of this by 15 November of the year in question at the latest. If the Beneficiary who is not insured in the Foundation does not provide any details regarding the transfer, the Foundation will transfer the life pension once per year to the Foundation Contingency Fund until the Foundation receives the transfer details from the Beneficiary, but at the earliest from 15 June in the year following the pension transfer date. The Foundation shall not owe default interest; statutory provisions to the contrary are reserved. If the Beneficiary is entitled to a full disability insurance (DI) pension, of if he has attained the minimum age for early retirement within the occupational pension scheme (Art. 1(3) OPA), he can demand payment of the life pension per se from the Foundation. If the beneficiary has reached the normal retirement age pursuant to the OPA, the Foundation will pay the life pension to the beneficiary. He can request that the Foundation transfer it to his pension scheme if he can still buy into it according to its Regulations. If the level of the termination benefit acquired during the marriage cannot be established precisely due to lack of data collection before the Vested Benefits Act came into force, the Foundation shall rely on the statutory regulations and tables to determine the decisive values. On the basis of this old values will be estimated using objective criteria.

5. The liable party shall have the option of redepositing the part of their retirement assets plus interest that was transferred to the beneficiary. There is no entitlement, however, to redeposit after divorce following transfer of a sum according to Art. 124(1) Civil Code on the basis of a legally enforceable Swiss Divorce Decree. The Liable

Party alone shall be responsible for the redeposit. The provisions on buying into the Foundation shall apply analogously. Sums deposited again will be allocated to the obligatory retirement assets according to Art. 15 OPA and the remaining retirement assets in the same proportion as for the debit according to Art. 22c (1) VBA. The repayment shall take the form of a one-off payment. The Foundation shall provide the Insured Person with a certificate, for the attention of the tax authority, confirming his deposits. If the Liable Party does not make any deposits, the pension transfer ordered by the court shall result in a pro rata reduction of the termination benefit and also all other benefits, depending on the pension plan. The minimum OPA payments to be made shall also be reduced pro rata. If redeposit has not taken place, or only in part, when an insured event occurs, the Foundation shall calculate the benefits according to the pension plan on the basis of the funds available.

6. The respective statutory provisions on equitable pension division shall otherwise apply.

2. Section: Benefits

General provisions governing benefits

Art. 16 Entitlements for Insured Persons

1. The Insured Person shall receive a pension certificate on acceptance into the Foundation. This shall contain the decisive information about the occupational pension for the Insured Person. A new pension certificate will be created for the Insured Person for each change to the benefits.

2. The entitlement of the Insured Persons and their survivors to claim on the Foundation shall ensue exclusively from the Regulation and the pension plans. They shall have no other entitlements, specifically to free pension fund or Foundation assets. The provisions of Art. 58 are reserved.

3. The minimum benefits under the OPA are, however, always guaranteed.

Art. 17 Maturity

1. Maturing pensions are usually paid monthly in arrears. The first pension instalment shall be measured pro rata to the time until the next pension due date. The pension shall be paid in full for the month in which the entitlement expires. Pension payments claimed beyond this time must be refunded.

2. The benefits will not be paid until the eligible person has supplied all the documents required to assess the entitlement (Art. 26).

3. The provisions of Art. 83.10 (default interest regulations) are reserved.

Art. 18 Place of performance and reporting offices

1. The place of performance for all benefits is a Swiss bank or post office designated by the entitled person and if these are not available the Foundation's registered office.

2. The entitled person shall notify the Foundation as quickly as possible of any change of address.

3. If the entitled person resides abroad, the Foundation can accept a bank account in his name with a bank domiciled in the entitled person's state of residence, if the recipient pays the transfer fees. Payment of compulsory occupational pension benefits to a bank account in an EU or EFTA state in which the entitled person resides, shall be transferred to the recipient such that the benefit is not reduced due to the fees associated with transfer of the money from a Swiss bank to a foreign bank. Pensions and capital are paid exclusively by bank or post office transfer.

Art. 19 Assignment/Settlement/Pledging

1. All entitlements founded on the Regulation and pension plans are intended exclusively to maintain the claimant. They shall also accrue to the eligible survivors even if they renounce the deceased Insured Person's inheritance.

2. The entitlements can neither be pledged or assigned before they mature. The Regulation on promotion of home ownership and the statutory regulations on divorce remain reserved.

Art. 20 Promotion of home ownership

The Regulation of promotion of home ownership (Appendix 1) governs promotion of home ownership with the funds from the occupational pension.

Art. 21 Combination with other benefits

1. The claimant and the Company shall provide the Foundation with information about all benefits paid on the basis of the damaging event. Income subject to reporting is determined by Art. 24 OPO 2. The Foundation must be informed voluntarily of earned income, pensions, capital payments, daily sickness allowance payments and liability insurance benefits. Whether the Beneficiary receives the payments from Switzerland or abroad is immaterial for the duty of notification.

2. If the accident or military insurance does not pay the full disability or surviving dependents' benefits because the insured event can not be ascribed exclusively to a fact that it must take into account, then the benefits according to the Regulations and the pension plans will be granted pro rata and as a supplement, to a maximum of 90% of the presumed salary forfeited.

3. If the Claimant has culpably caused the insured event, the Foundation shall not be obliged to compensate refusals or reductions of accident or military insurance benefits.

4. Part-time employees who are not insured against non-occupational accidents within the terms of the AIA due to their weekly hours of work, yet nevertheless attain the salary insured in the pension plan, and self-employed persons voluntarily insured in the occupational pension are entitled to supplementary surviving dependents' and disability benefits within the scope of the insurance according to the OPA. Their entitlements are otherwise governed by the pension plan. If the Insured Persons have not voluntarily insured themselves within the scope of AIA against accidents, the Foundation shall not replace the loss incurred as a result.

Art. 22 Proportion to other benefits

1. If the Foundation's surviving dependents' and disability benefits in conjunction with benefits from

a. OASI/DI
b. compulsory accident insurance
c. military insurance
d. foreign social insurance
e. a pension scheme, a vested benefits scheme, daily sickness allowance insurance or in conjunction with other imputable income, to which the Company or in its place a Foundation has paid at least 50% of premiums and a net income or substitute income achieved or presumably achievable in the case of recipients of a disability pension, exceeds a net income of more than 90% of the presumed salary forfeited, with the exception of the additional income earned during participation in reintegration activities according to Art. 8a IA, then the benefits will be reduced by the amount exceeding this 90%. The compulsory OASI gross salary minus statutory social insurance contributions and deductions prescribed by company or pension scheme regulations is deemed to be net income, without deduction of voluntary deductions, such as contributions buying in to the occupational pension. Basically, the disability income according to the disability insurance decision is used as the basis for determining the income that can still reasonably be achieved. The imputable amount will be adjusted when the DI is revised.

2. Helplessness allowances, settlements and similar payments are not included in the calculations. Any capital payments are converted into actuarially equivalent pensions.

3. The following restrictions apply to reductions in benefits: benefits to the surviving spouse and orphans are added up and taken into account. Supplementary OASI/DI pensions or other social insurance payments for the spouse will be taken into account fully, as will OASI/DI children's pensions.

4. If a person is entitled to disability on death benefits and if the person has claims against liable third parties arising from the same insured event, then the Foundation will allow these claims to be assigned to the value of the duty to pay benefits under the regulations.

5. If the OASI/DI benefits or accident insurance is increased due to redetermination of the coordination basis, then the Foundation shall adjust its benefits accordingly.

6. When coordinating the benefits the Foundation shall apply the latest Government ordinances.

7. In hardship cases or with progressive increases, the Foundation Board can mitigate a pension reduction or cancel it completely.

8. If the accident insurance, military insurance or an occupational pension scheme disputes assumption of pensions, the Claimant can request an advance payment from the pension scheme. If it is not clear which pension scheme is liable for the benefits when the entitlement to surviving dependents' or disability benefits arise, the Claimant can request an advance payment from the pension scheme with which the Insured Person was last insured. In this case the Foundation shall make advance payments within the scope of the statutory minimum benefits according to the OPA.

9. If the case is taken on by another pension provider or pension scheme, then the latter must reimburse these advance payments as part of its payment obligation.

10. If an occupational disability pension is divided according to the statutory pension age on the basis of a legally enforceable Swiss Divorce Decree (Art. 124a Civil Code), the portion of the pension awarded to the Beneficiary will continue to be taken into account as part of calculation of the Liable Party's over-insurance.

Art. 23 Reduction in benefits due to gross negligence

The Foundation shall reduce its benefits appropriately if the other social insurance providers reduce, remove or refuse their benefits because the Claimant has brought about death or disability through gross negligence, or opposes a DI integration measure. The Foundation shall not be obliged to compensate refusals or reductions of accident or military insurance benefits.

Art. 24 Adapting to price changes

1. Cost-of-living supplements according to Art. 36(1) OPA will be granted for surviving dependents' and disability pensions whose term has exceeded three years on the part of the pension that corresponds to the OPA minimum benefit. The supplements on current surviving dependents' and disability pensions will be paid by the Foundation itself. The Foundation Board can decide to take the non-mandatory parts of the pension into account in the supplements. At most, however, future cost-of-living supplements will be taken into account. Taking into account of pension increases based on cost-of-living supplements that have already been granted is excluded.

2. This compulsory adjustment of pensions to price changes shall take place at the latest when the normal retirement age is reached as per the OPA and at most to the extent of the OPA's statutory provisions. The Administrative Commission can resolve to pay voluntary cost-of-living supplements for increases in the case of secured financing and in consultation with the Foundation.

3. The cost-of-living premium to cover adjustment to price trends will be set by the Foundation Board as a percentage of the salary of all actively Insured Persons in a Company according to Art. 8 and 9 OPA.

4. The remaining pensions according to Art. 36(2) OPA will be adjusted to prices by the Foundation according to the pension plan provisions or on application by the Company's Administrative Commission within the scope of the corresponding pension fund's available funds.

Art. 25 Cash settlement for minor reasons

1. If, at the time the pension is drawn, the annual retirement pension based on the available retirement assets or the disability pension to be paid in the event of full disability is less than 10%, the spouse's pension less than 6% and the children's or orphan's benefits are less than 2% of the basic minimum OASI retirement pension, a capital sum for the equivalent amount and calculated according to actuarial rules can be paid instead of the pension.

2. The payment of this equivalent capital sum or the retirement assets will settle all claims against the Foundation, especially regarding any future statutory or voluntary cost of living adjustments to pensions or retired person's children's, spouse's or orphans' benefits.

Art. 26 Duty to provide information and to notify; proof of claims

1. The employer and the Insured Person or their legal representative must truthfully and promptly notify the Foundation without being requested to do so, about any events that are relevant for establishing or the forfeiture of an entitlement to insurance benefits. This is especially the case with regard to information about a medical condition upon inclusion in the Foundation, incapacity to work lasting longer than three months and changes to marital status and family circumstances. They must provide the Foundation with all necessary information and evidence required to establish an obligation to pay benefits.

2. The Foundation may ask the company to request from the Insured Persons or persons for whom benefits are claimed all the information and documents that it deems necessary to clarify its obligation to pay benefits, In particular, it can cause decisions by OASI, DI, the accident insurer and the MI to be produced. It can obtain such information and evidence.

3. When claiming retirement benefits, disability benefits or any survivors' benefits, the Foundation can at any time require proof that the people for whom benefits are to be paid were alive on the due date. It can make the provision of its benefits conditional upon the presentation of an official proof of life.

4. If disability benefits are claimed, the Foundation is to be provided with reports from the doctors who are treating or have treated the Insured Person. These reports must detail the cause, onset and progression of the disability, describe the activity performed by the Insured Person before the onset of the disability and include any decisions by the disability, the accident, or the military insurance providers. Changes in the degree or cessation of the disability must be notified immediately. Medical confidentiality is maintained in all cases. Those who are entitled to claim a pension must provide the Foundation with proof of life upon request. Those in receipt of disability benefits (pension and/or exemptions from contributions) must disclose their other income from pensions and earned income as well as changes to the degree of disability. The Insured Persons are obliged to voluntarily grant the Foundation sight of all disability/accident insurance and military insurance decisions. In particular, this obligation must be met after the pension start date.

5. If an Insured Person dies, the Foundation is to be notified at once. If survivors' benefits are claimed, the beneficiaries must state the cause of death and submit an official death certificate. If spouse's pension is claimed, the age of the spouse and the duration of the marriage must be evidenced by official documents (family book, etc.). In the case of a divorced spouse, the legally binding Divorce Decree and documents about benefits from other insurance providers must also be submitted.

6. In order to claim children's or orphans' benefits for children who are still in education, confirmation from the educational institution must be submitted annually and, if appropriate, notification must be provided upon completion or cessation of the education or training, in addition to providing official proof of age (family booklet, etc.). If benefits are claimed for foster children, an official confirmation must be submitted to indicate that the corresponding requirements for the claim have been met. If a claim is made for a disabled person's children's benefits, retired person's children's or orphans' benefits for a disabled child, the disability insurance decision or a medical report on the child's disability must be submitted.

7. The Foundation is to be immediately notified about the death of a person in receipt of benefits from the Foundation as the remarriage of a spouse in receipt of a spouse's pension.

8. The Foundation declines all liability for the consequences arising from the failure to comply with legal, contractual or regulatory obligations, and especially from the failure to comply with the duty to provide truthful information or to notify. The Foundation reserves the right to recover benefits that have been overpaid.

9. Upon written request, the Foundation must provide the Administrative Commission and every Insured Person with information about:

a. The Foundation, its legal form and organisational structure;

b. The type of risk coverage;

c. The election, composition and organisation of the joint body;

d. The deed of foundation, the Regulations, the pension plans and, if applicable, the Affiliation Agreement, as well as the insurance contracts concluded with the insurance companies;

e. The annual report, annual financial statements and the auditors' report;

f. The name and address of the auditor, the expert and the competent supervisory authority;

g. The amount of the insured salary;

h. The amount of pension entitlement and the factors involved in the calculation;

i. The amount of minimum benefits according to the OPA and the factors involved in the calculation;

j. The amount of employee contribution and the factors involved in the calculation;

k. The amount of the compulsory retirement credits according to Art. 16 OPA and the status of the compulsory retirement assets according to Art. 15 OPA;

l. The amount of the insured person's survivors' or disability benefits;

m. the amount of termination benefits and the factors involved in the calculation;

n. All specified statutory and regulatory options available for maintaining pension coverage when leaving the insurance. Upon request, the Foundation will inform the Insured Person of any data the Foundation holds about that person;

o. Returns on capital investments, the actuarial pattern of risk, administrative costs, calculation of the actuarial reserve, accumulation of reserve and level of coverage. The Federal Council will issue the provisions on the manner in which this information must be provided while taking into account the proportionality of expense (Art. 65(a) and 86(b) OPA).

p. The applicable bases used for calculating shared profit;

q. Employer's contribution arrears. The Administrative Commission must also receive unsolicited notification when regulatory contributions had not yet been transferred up to three months after the agreed due date.

10. The Foundation records the amount of the compulsory OPA portion in relation to the total amount for each early withdrawal and its repayment, for each divorce transfer, for each termination benefit, for each cash payment and for all pensions paid out.

11. In the event of a divorce:
a. The Foundation will provide the Insured Person or the court with the information according to Art. 24 VBA and Art. 19(k) VBO upon request;
b. The Foundation will notify the court about the lifelong pension resulting from the proportion of the pension that has been awarded (Art. 124(a) Swiss Civil Code);
c. At the Insured Person's request, the Foundation will examine the feasibility of the arrangements made in an agreement on the settlement of occupational benefit claims and the amount of assets or pensions, and shall comment on these in writing (Art. 280(1)(b) Code of Civil Procedure).
d. If necessary the Foundation shall say whether it agrees with any envisaged settlement of termination benefits with pension shares; as a rule the Foundation agrees to settlement.

12. The Foundation shall notify the competent cantonal specialist authority with the details according to Art. 40 OPA and 24(f) VBA as soon as these provisions have come into force.

Old age benefits

Art. 27 Savings contributions/ Retirement assets

1. Retirement assets according to paragraph 3 of this Article will be built up and a retirement account according to Art. 28 and 41 will be held for every insured person.

2. The savings contributions are governed by the provisions of the pension plan.

3. The retirement assets comprise the following:
a. Savings contributions based on the pension plan;
b. Deposited entry benefits from previous pension schemes (or from retirement assets built up in a previous Company occupational pension scheme);
c. One-off contributions from buy-ins;
d. Interest;
e. Repayments following divorce, early withdrawals or realisations of pledges in connection with home-ownership promotion measures;
f. Distributed profits;
g. Less early withdrawals for residential property;
h. Less the payments owing to a divorce.

Art. 28 Management of retirement accounts for Insured Persons who are fully able to work

1. The Foundation will have a retirement account showing the retirement assets according to Art. 27 for every Insured Person.

2. The following items are credited to the retirement assets at the end of the calendar year:
a. Annual interest on the retirement assets based on the account balance at the end of the previous year;
b. Savings contributions that have not earned interest for the past calendar year;

c. Interest on deposited vested benefits, buy ins, reimbursements following divorce, early withdrawals and proceeds of pledges according to the Promotion of Home Ownership using Occupational Pension Benefits (PHOO).

3. The following items will be credited to the retirement assets if an insured event occurs or if the Insured Person leaves the Foundation during the current year:

a. Interest in line with Art. 28(2)(b) and (c) is calculated on a pro rata basis until an insured event occurs or until the date when a termination benefit becomes due;
b. Savings contributions that have not accrued interest by the time an insured event has occurred or the Insured Person leaves.

4. If the Insured Person joins the Foundation during the calendar year, the following items will be credited to the retirement assets at the end of the calendar year:

a. Deposited entry benefits;
b. The interest on the deposited entry benefit taken into account from transfer of the termination benefit;
c. The savings contributions for the part of the year that the Insured Person was a member of the Foundation, but which did not accrue interest.

5. The interest rate for the retirement assets is set by the Foundation Board. It may differentiate between the compulsory and the non-compulsory part.

6. Retirement assets are managed according to OPA and in line with a control calculation to determine the statutory minimum benefits according to the OPA (shadow account). In this shadow account, the statutory minimum interest rate is used to calculate the interest, which is subject to a lower interest rate as part of the restructuring measures.

Art. 29 Establishing a claim

1. If an Insured Person reaches the normal retirement age, this will give rise to a lifelong retirement pension.

2. An Insured Person is entitled to a reduced, lifelong retirement pension starting immediately if he demands that the insurance Is terminated from age 58 at the earliest. Partial early retirement may also be requested. In this case, the early retirement benefits to be drawn shall not exceed the reduction in the annual salary. In total, retirement benefits can be withdrawn as a lump-sum capital payment in up to three stages, whereby the retirement benefits drawn early may not exceed the amount by which the salary has been reduced. Each stage comprises all withdrawals of retirement benefits as a lump-sum capital payment within a calendar year at the Foundation, regardless of whether one or more pension scheme arrangements exist at the same employer or across multiple different employers. The first partial withdrawal of the retirement benefits must amount to at least 20% of the retirement benefits. If the remaining annual salary falls below the insured minimum salary as per the pension plan, the retirement benefits must be drawn in full. Any tax consequences are to be clarified by the insured person in good time and borne by them.

3. The Insured Person must submit a written declaration to this effect (early retirement option) to the Foundation one month before the early entitlement is reached. This declaration can be revoked at any time. This deadline can be missed if for reasons that are beyond his control, the Insured Person is unable to comply with this deadline, especially if the employer terminates the employment contract or if there is organisational restructuring.

4. Insured Persons whose salaries are reduced by up to half after they reach the age of 58 can ask to stay in the pension scheme on the basis of their previously insured salary until they reach the normal retirement age as per the pension plan, but not beyond the normal statutory retirement age as per the OPA. The contributions for this additional insurance will be paid by the Insured Person.

5. Insured Persons who continue to work after reaching the normal retirement age can request to continue the pension scheme until they stop work, but no later than when they reach their 70th birthday. Unless instructed otherwise by the employee, the savings contributions for the last age class before normal retirement age is reached will be continued by both the employer and the employee. Risk contributions will no longer be collected. However, any contributions for administrative costs or restructuring will continue to be collected. The financing of the total contributions will be based on the pension plan that applies when normal retirement age is reached. This is subject to general changes to the pension plan that apply to all Insured Persons within the pension fund. The insured salary is calculated on the basis of the income that has actually been earned after reaching normal retirement age. When a deferment according to Article 30 has ended, the retirement pension will be calculated on the basis of the existing retirement assets at the time. If an Insured Person dies before they stop work, the benefits in the event of death will be calculated in the same way as for a person who draws retirement pension. This will be based on the retirement pension calculated according to Art. 30 at the time of death. Paragraph 2 applies analogously (partial cessation of employment).

Art. 30 Amount of retirement pension

1. The actuarial conversion of the retirement assets available when retirement age is reached will be used to determine the amount of annual retirement pension (whereby the survivors' benefits and the budgeted retired person's children's benefits that must also be insured are taken into account). The conversion rate used for this is stipulated by the Administrative Commission with the ranges specified by the Foundation Board. If the conversion rate applied by the Administrative Commission deviates from the actuarially correct conversion rate, any pension losses will be born by the pension fund. The Foundation guarantees payment will at least be in line with the statutory retirement pension according to the OPA. This is calculated by multiplying the existing statutory retirement assets according to the OPA by the minimum conversion rate according to Art. 14 OPA.

2. If there is an entitlement to a retirement pension as defined by Art. 29(2) or (5), the same method as that of paragraph 1 in this Article will be used for the calculation. However, the conversion rate will be adjusted accordingly.

3. If an Insured Person became disabled in line with disability insurance and this happened immediately before reaching normal retirement age, the following shall be taken into account when determining the retirement pension: If the statutory OPA disability pension immediately before normal retirement age is higher than the retirement pension in line with regulations, the latter will be increased by the difference. At the very least, the regulatory retirement pension must correspond to the OPA disability pension to be paid out and that has been adjusted for inflation.

4. The conversion rate at the end of the final month of employment or on the last day of the month worked prior to retirement is applied if the normal retirement age is reached without employment being postponed (cf. Annex 2).

5. If there has been an equitable division of pensions as a result of the divorce, Art. 19(g) VBO and Art. 15(3) must also be applied.

6. The provisions of Art. 83.10 (default interest regulations) are reserved.

Art. 31 Retired person's children's benefit

Insured Persons in receipt of retirement pension are entitled to retired person's children's benefit for each child that could claim orphan's benefit if the Insured Person dies. This amounts to at least 20% of the paid retirement pension. If there has been an equitable division of pensions as a result of the divorce, Art. 17(2) OPA, 21(3) and (4) OPA must also be applied. This is subject to any other pension plan regulations or receipt of a capital payment according to Art. 33. The provisions of Art. 83.10 (default interest regulations) are reserved.

Art. 32 End of a claim

1. The retirement pension will be paid until the Insured Person dies and the last payment will be in the month that person dies.

2. Any retired person's children's benefit will also cease to be paid unless it had already lapsed analogous to Art. 53.

Art. 33 Capital payment

1. Subject to the following provisions, it is possible to request the payment of all or part of the existing retirement assets instead of receiving a retirement pension. The retirement pension will be calculated according to the remaining retirement assets after the capital payment has been withdrawn. Payment in tranches is not permitted. If there is a partial withdrawal of a lump-sum payment, the OPA retirement assets will be reduced proportionally.

2. The Insured Person must submit a written declaration to this effect to the Foundation one month before the entitlement arises within the meaning of Art. 29(1) and (2) at the latest. Compliance with the one-month deadline is also required in the event of early retirement. If the Insured Person submits a written request for 25% of the OPA retirement assets as a one-off lump sum capital payment, this is exempt from the aforementioned deadline. The written declaration for the lump sum capital withdrawal must also be signed by the spouse (officially certified signature) and cannot be revoked withing the specified period.

3. An insured disabled person who becomes entitled to claim according to Art. 29(1) and (2) cannot draw the benefits in the form of a capital payment unless they have opted for a capital withdrawal at the latest one month before the entitlement arises. If the insured disabled person submits a written request for 25% of the OPA retirement assets as a one-off lump sum capital payment, this is exempt from the aforementioned deadline. This capital withdrawal will result in a corresponding reduction in the retirement pension and the benefits that have also been insured.

4. The regulation on the deferral of the retirement pension applies accordingly.

5. If an Insured Person who had deferred a lump-sum capital withdrawal dies after they have reached normal retirement age but before they stop work, the Foundation will pay the survivors the retirement assets as a lump-sum death benefit in accordance with Art. 54(2).

6. The payment of the retirement assets will compensate for all entitlements vis-à-vis the Foundation.

7. Insured Persons who are married must provide the written consent of their spouse (officially certified signature) for all lump-sum capital payments, including payments of retirement pension or disability pension/disability benefits in the form of a lump sum. In particular this also applies in the event that a pension plan prescribes payment in the form of a lump-sum capital payment only. If the Insured Person is unable to obtain this consent or if this consent has been refused, the Insured Person can call upon the Civil Court. For as long as this consent has not been obtained, the Foundation will not owe any interest and above all, it will not owe interest on arrears after the due date. Any negative interest debited to the Foundation for the time the capital is not paid out will be debited to the Insured Person's retirement assets in the form of costs.

Benefits in the event of disability/invalidity

Art. 34 Definition of incapacity for work

Incapacity to work applies if, according to a medical report, the Insured Person is objectively and demonstrably incapable of either wholly or partly performing reasonable work in their previous occupation or area of responsibility as result of illness or an accident (including the deterioration of mental or physical strength).

Art. 35 Definition of disability/Invalidity

1. Disability applies if, according to a medical report, the Insured Person can objectively prove that they can no longer wholly or partly pursue employment that corresponds to their occupation or position in life, their knowledge and skills due to illness or an accident (including the deterioration of mental or physical strength) and if they are disabled within the meaning of Swiss disability insurance.

2. The degree of disability and the start of the entitlement within the context of OPA minimum benefits will be based on the decision by the Swiss Federal Disability Insurance. With regard to the non-mandatory part, the Foundation Board can decide whether a person qualifies as disabled and on the degree of disability on the basis of an independent medical examination. The degree of disability is established on the basis of the loss of salary caused by the disability compared to the previous salary. If the person with the potential entitlement dies for reasons other than those that had caused the incapacity to work and before the Swiss Federal Insurance has made its decision and if a posthumous decision is not anticipated, the Foundation Board can also decide on the mandatory part with regard to the presence, start and the degree of disability (see Art. 44 (2)).

Art. 36 Eligibility

1. There is an entitlement to disability pension for an Insured Person if they are at least 40% disabled within the terms of Federal Disability Insurance and

a. who was already insured with the Foundation when the incapacity to work that led to the disability started; or
b. owing to a birth defect, this person was at least 20% disabled when they started their employment but was less than 40% incapacitated for work and was insured for at least 40% when this incapacity, which caused the disability, became more serious; or
c. became disabled when they were a minor and was at least 20% but less than 40% incapable of work when they started their employment and was insured for at least 40% when this incapacity, which led to the death, became more serious; or

2. the Insured Person is entitled to

a. a full disability pension if they are at least 70% disabled,
b. a partial disability pension corresponding to the exact degree of disability if they are less than 70% but at least 50% disabled,

c. a partial disability pension according to the following scale if they are less than 50% but at least 40% disabled:

Degree of invalidity in %	Percentage share compared to a full disability pension
40	25.0
41	27.5
42	30.0
43	32.5
44	35.0
45	37.5
46	40.0
47	42.5
48	45.0
49	47.5

Art. 37 Amount of disability pension

1. The full annual amount of disability pension is based on the provisions agreed in the pension plan. However, it corresponds to the OPA disability pension according to Art. 8(8) as a minimum. If the disability pension is calculated on the basis of the retirement assets, it will be reduced in accordance with Art. 19 OPO 2, provided that a share has been carried over to the hypothetical termination benefit (Art. 124 Civil Code) as part of equitable pension division on the basis of a legally enforceable Swiss divorce decree.

2. In the case of partial disability, the amount of disability pension will correspond to the degree of pension according to Art. 35(2). If the Federal disability insurance sets the degree of disability as a result of professional and domestic work at various rates based on the activity in each case (mixed method), the degree of disability and the associated level of pension will only be based on the occupational activity.

3. Pension adjustments will be made if the disability insurance increases its pension, reduces or cancels and the degree of invalidity decisive for the Foundation changes by at least five percentage points. The OPA interim regulations to the amendment of 19.6.2020 (further development of disability insurance) furthermore apply to disability pensions.

4. If an Insured Person becomes disabled, the disability pensions will be determined according to the last applicable insured salary before the person became disabled.

5. The provisions of Art. 83.10 (default interest regulations) are reserved.

Art. 38 Disabled person's child's pension

1. Insured Persons eligible for a disability pension are entitled to a child's pension for each child that would be entitled to an orphan's pension upon the death of the Insured Person.

2. The full annual amount of disabled person's child's pension is based on the provisions agreed in the pension plan.

3. The disabled person's child's pension is paid from the same date as the disability pension. It expires in accordance with Art. 53, but no later than when the Insured Person's disability pension stops.

4. The provisions of Art. 83.10 (default interest regulations) are reserved.

Art. 39 Exemption from the requirement to pay contributions

1. Depending on the degree of disability according to Art. 36(2), both the Insured Person and the Company will be released from paying their proportional amounts of contributions after the waiting period stipulated in the pension plan has lapsed.

2. The exemption from this requirement to pay contributions is granted irrespective of whether an insured event resulting from illness or an accident is involved.

3. The Foundation will continue to pay contributions into the retirement assets for the duration of the exemption from contribution payments. In this case, the insured annual salary and pension plan that applied before the incapacity to work started serves as the basis for calculating the savings contributions.

Art. 40 Waiting period

1. The disability pension and the disabled person's child's pension will start after the waiting period agreed in the pension plan has lapsed.

2. The Foundation can defer the entitlement to disability benefits until the entitlement to the daily allowance has been exhausted, if:

a. The health insurance pays the Insured Person a daily allowance amounting to at least 80% of the lost salary instead of the full amount of salary, and

b. the Company has financed at least half of the daily allowance insurance. In the event of loss of benefits, if it transpires that there is insufficient cover from daily allowance insurance despite previous commitments by the Company, disability pension and disabled person's child's pension will start at the same time as the disability pension afforded by the first pillar. The Company will bear the resulting costs.

3. If the incapacity to work happens again (relapse) for the same reason, this is deemed to be a new event with a new waiting period if the Insured Person was fully capable of working without a break for more than a year before the relapse. If the Insured Person suffers a relapse before the year lapses and if benefit payments were already due, these will be made without the requirement for a new waiting period. If benefits had not yet become due for payment, the number of days when the Insured Person had previously been incapable of working for the same reason will count towards the waiting period unless they took place more than 12 months before a period of full incapacity to work. With regard to relapses that occur within one year, the adjustments that had been made to the benefits in the interim will be reversed.

Art. 41 Management of retirement accounts for fully or partially disabled Insured Persons

1. At the latest when the Federal Disability Insurance or an accident insurance provider has made a decision, the insurance will be split into the degree of ability to earn a living, which corresponds to the active part, and the degree of inability to earn a living/disability corresponding to the passive part. The salary that was insured earned directly before the incapacity to work is the deciding factor when the insured salary is split into an active and passive part.

2. The passive part of the insured salary will remain unchanged and is decisive for determining the disability benefits.

3. The loan adjustments made to the active part of the insured salary are updated at yearly intervals. The threshold amounts are adjusted to the degree of remaining ability to work. The increments of the Swiss Federal disability insurance pension apply.

4. If the Insured Person leaves the pension fund, there will only be an entitlement to a termination benefit for the active part. The passive part will remain with the pension fund and will be continued.

5. The provisions of Article 28 will apply in all other respects.

Art. 42 End of the entitlement

Entitlement to disability benefits will cease when the Insured Person is again more than 60% capable of earning a living, has already reached the applicable normal retirement age at the time of onset of the incapacity to work, or if this person dies. The provisions of Art. 43 are reserved. The children's benefits will also cease to be paid at the same time as the disability benefit unless they had already ceased at an earlier stage in line with Art. 53.

Art. 43 Continued insurance and retaining the entitlement to benefits

1. If the pension from the disability insurance according to Art. 26(a) OPA is reduced or cancelled because the degree of disability has been reduced, the Insured Person will remain insured with the pension fund under the same conditions for three years, unless that person had participated in reintegration measures according to Art. 8(a) of the Invalidity Insurance Act (DIA) before the reduction or cancellation or the pension had been reduced or cancelled because gainful employment had been resumed or there had been an increase in the level of employment before reduction or cancellation of the pension.

2. The insurance cover and entitlement to benefits will also be maintained for as long as the Insured Person is entitled to receive interim benefits according to Art. 32 DIA.

3. The occupational pension fund can reduce the disability benefit in line with the reduction in the Insured Person's degree of disability while the continued insurance and maintenance of benefits entitlement are in place, but only to the extent that the Insured Person receives additional income that compensates for the reduction.

4. Within the framework of the provisional continued insurance, the Insured Persons concerned qualify as disabled to the same extent as according to these Regulations.

5. If the disability insurance pension awarded on the basis of pain that cannot be explained organically (e.g. somatoform pain disorders, whiplash, fibromyalgia, etc.) is reduced or cancelled according to the concluding provisions letter a of the amendment of 18 March 2011 to the Federal Disability Insurance Act (6th DI amendment, first package of measures) and if as a result the Insured Person participates in reintegration measures according to Art. 8a DIA, invalidity benefits will continue to be paid during the reintegration period, but for a maximum of two years. With regard to continued payment of the above disability benefits to the previous extent, the Insured Persons concerned are regarded as disabled within the terms of these regulations.

Payments in the event of death

Art. 44 Conditions

1. The entitlement to survivors' benefits only apply, if the person who died:

a. Was already insured at the time of death or when the incapacity for work that led to death started; or
b. Owing to a birth defect, this person was at least 20% disabled when they started their employment but was less than 40% disabled and was insured for at least 40% when this incapacity, which led to death, became more serious; or
c. Became disabled when they were a minor and was at least 20% but less than 40% incapable of work when they started their employment and was insured for at least 40% when this incapacity, which led to the death, became more serious; or
d. Was in receipt of their retirement or disability pension from the Foundation at the time of death or would have received this if a deferral or coordination measures had not been in progress.

2. In addition, there is an entitlement if the deceased became incapacitated for work during the period of insurance cover and this incapacity continued without interruption from more than three months from the end of the insurance period until their death. However, there is no additional entitlement, if:

a. At the time of death, more than two years had passed since the incapacity for work started, or
b. The deceased had joined a new pension scheme, or
c. Before the time of death, Swiss Federal Disability Insurance had already reached a decision about the existence of a disability and the degree.

Art. 45 Entitlement to spouse's pension

1. A spouse is entitled to a spouse's pension only if this was insured under the pension plan and if, when the Insured Person died, this spouse:

a. is responsible for the maintenance of one or more children, or
b. has reached the age of 45 and the marriage had lasted for at least five years.
c. If the spouse does not meet any of these conditions, they are entitled to a lump-sum payment amounting to three times the annual amount of the spouse's pension.

2. If the pension plan includes extended cover for the spouse's pension, there is a pension entitlement irrespective of the age of the surviving partner, the length of the marriage or the number of children.

3. If a life partner's pension is insured under the pension plan, the life partner of the same or a different sex and designated by the Insured Person is entitled to a survivor's pension that is the same amount as the spouse's pension, provided the following conditions have been cumulatively met:

a. Neither life partner is married and they are not related and
b. The life partner had been continuously living with the Insured Person who died for the last five years before their death or has to provide for the maintenance of one or more children for which they were jointly responsible, and
c. the life partner is not in receipt of a spouse's or life partner's pension, and
d. the relevant request is submitted to the Foundation Board no later than three months after the death of the Insured Person. The Foundation Board can request supplementary forms with detailed provisions on justification for the claim. This benefit for a life partner is contingent upon the Foundation having received written notification about the partnership. The Foundation must have received this notification while the person who died was still alive.

Art. 46 Amount of spouse's pension

1. When an Insured Person dies before they reach normal retirement age, the amount of spouse's pension will be determined according to the provisions of the pension plan. If there has been an equitable division of pensions as a result of divorce, Art. 21(3) OPA must also be applied when the pension is being calculated. For spouses, it corresponds to the OPA spouse's pension according to Art. 19 et seqq OPA, as a minimum.

2. If a person in receipt of retirement pension dies, the spouse's pension will correspond to 60% of the current retirement pension. If there has been an equitable division of pensions as a result of divorce, Art. 21(3) OPA must also be applied when the pension is being calculated. This is subject to any other pension plan regulations or receipt of a lump-sum capital payment according to Art. 33.

3. The provisions of Art. 83.10 (default interest regulations) are reserved.

Art. 47 Reduction in spouse's pension

1. For every full or partial year by which the entitled spouse is more than 10 years younger than the Insured Person, the spouse's pension will be reduced by 1% of their full pension amount.

2. If there is a marriage, or the registered partnership starts after the age of 65, the pension that may have been reduced according to paragraph 1 will also be reduced as follows:

- By 20% for a marriage/start when 66 years of age
- By 40% for a marriage/start when 67 years of age
- By 60% for a marriage/start when 68 years of age
- By 80% for a marriage/start when 69 years of age
- By 100% for a marriage/start when 70 years of age

3. If the marriage starts or the partnership was registered after the age of 65 and if the Insured Person was suffering from a serious illness when the marriage took place and the Insured Person must have known about this and subsequently died within two years of the marriage, the minimum payment according to the OPA will be paid.

Art. 48 Former spouse's entitlement after divorce

1. After the death of the Insured Person, the divorced spouse will be treated the same as the spouse if:

a. The marriage had lasted for at least 10 years before the divorce and

b. the divorced spouse was promised a pension according to Art. 124(e)(1) or 126(1) of the Swiss Civil Code or, upon the dissolution of a civil partnership, a pension according to Art. 124(e)(1) of the Swiss Civil Code or Art. 34(2) and (3) of the Swiss Registered Partnership Act.

2. The Foundation's benefits will be reduced by the amount by which they, combined with the OASI survivors' benefits, exceed the entitlement from the divorce decree or the decree on the dissolution of the civil partnership. OASI survivors' benefits are only taken into account to the extent that they are greater than the beneficiary's own entitlement to a disability benefit from the DI or a retirement pension from the OASI.

3. The divorced spouse's benefits will be limited to the benefits according to the OPA.

4. Surviving civil partners are treated the same as spouses under the law.

5. The entitlement to survivors' pensions exist for as long as the pension would have been owed.

Art. 49 Lump-sum cash settlement

1. A spouse entitled to a pension can request a corresponding lump-sum cash settlement in writing instead of the pension at the latest before the first pension payment.

2. If the surviving spouse is 45, the lump-sum cash settlement will correspond to the reserves calculated according to the individual method and based on actuarial principles. The payment of the lump-sum cash settlement will settle all claims on the Foundation. There is no entitlement to cost-of-living allowances.

3. If the person has not yet reached the age of 45, the individually calculated inventory capital reserves will be reduced by 3% for each full or partial year by which the surviving spouse is younger than 45. However, the lump-sum cash settlement will in each case amount to at least three years' worth of pension, where the reductions according to Art. 47(1) will not be taken into account.

Art. 50 Start and end of spouse's pension

1. The entitlement to a spouse's pension starts upon the death of the Insured Person, but not before the statutory or contractual salary entitlement expires or the entitlement to a retirement or disability pension expires. The entitlement will end upon the death of the survivor, or if this person remarries or enters into a registered partnership. This is subject to the provisions on remarriage after the age of 45 in the case of a spouse's pension with extended cover.

2. In the case of extended cover for a spouse's pension, the pension will be paid from the death of the Insured Person until the death of the spouse, irrespective of the age of the spouse, the duration of the marriage and the existence of children. However, in the event of remarriage before reaching the age of 45, the pension will cease to be paid and there will be a lump-sum cash settlement amounting to three times the annual spouse's pension. By waiving the lump-sum capital settlement, the spouse can request in writing that in the event of the new marriage being terminated, the entitlement to the spouse's pension be revived. Such a declaration is irrevocable and also applies to subsequent marriages. If the surviving spouse remarries after reaching the age of 45, the entitlement to a spouse's pension that has extended cover will continue until the survivor does. The entitlement to a partner's pension will end upon the death of the survivor, or if this person remarries or enters into a registered partnership.

Art. 51 Orphan's pension

1. If an Insured Person dies, the children will be entitled to an orphan's pension.

2. The children of an Insured Person are deemed to be:

a. Their children as defined by Art. 252 of the Swiss Civil Code. These children are treated equally to adopted children and children born out of wedlock under the old law;

b. Their foster children as defined by Art. 49 of the OASI Ordinance;

c. The stepchildren that they will fully or predominantly maintain.

Art. 52 Amount of orphan's pension

1. When an Insured Person dies before they reach normal retirement age, the amount of orphan's pension will be determined according to the provisions of the pension plan. However, it corresponds to the OPA orphan's pension according to Art. 8(11) as a minimum.

2. If a person in receipt of a retirement pension dies, the orphan's pension will correspond to 20% of the current retirement pension. This is subject to any other pension plan regulations or receipt of a lump-sum capital payment according to Art. 33.

3. The pension plan can include provisions stipulating that the amount of orphan's pension will be doubled upon the death of both parents.

4. If there has been an equitable division of pensions as a result of a divorce, Art. 21(4) OPA must also be applied when the pension is being calculated.

Art. 53 Start and end of orphan's pension

1. The entitlement to an orphan's pension starts on the death of the Insured Person and at the earliest when the statutory or contractual obligation to continue the payment of salary has expired. The provisions of Art. 83.10 (default interest regulations) are reserved.

2. This entitlement will lapse if the child dies or when the child reaches 18 years of age (age limit). The pension plan can provide for a higher age limit for children.

3. After they reach the age limit, orphan's pensions will continue to be paid to:

a. to children who are still in education, but no longer than until the child reaches the age of 25.
b. Children who are at least 70% disabled if they became disabled before they were 25 years of age. The payment will be based on the degree of disability and will continue until the capacity to earn a living has been achieved but not after the child is 25 years of age.

Art. 54 Lump-sum death benefit

1. There will only be an entitlement to a lump-sum death benefit, if it has been provided for in the pension plan. The amount is governed by the provisions of the pension plan. If a lump-sum death benefit corresponds to the accrued retirement assets (including interest), cash disbursement will be paid but only if the retirement assets are not required for financing a spouse's pension, a partner's pension, an orphan's pension or a pension to the divorced spouse.

2. If an Insured Person dies before they reach normal retirement age, the Insured Person's survivors listed below are entitled to a death benefit regardless of entitlements to inheritance:

a. The spouse or registered partner, the Insured Person's children who are entitled to a pension and the person who was supported by the deceased to a significant degree or the person who has been in a life partnership with the deceased for an uninterrupted period of five years prior to the Insured Person's death or a person who is responsible for the maintenance of one or more joint children, provided that this spouse or partner does not receive a spouse's or partner's pension, and in the absence of these:
b. the other children according to Art. 51(2), and in the absence of these
c. the parents, and in the absence of these
d. the siblings, and in the absence of these
e. the other legal heirs, excluding public bodies.

If there are beneficiaries in one group, this will exclude all subsequent groups.

3. If a group of beneficiaries has an entitlement according to paragraph 2(e), this will amount to a maximum of 50% of the lump-sum death benefit, but at least the Insured Person's own contributions. The Insured Person's own contributions also include the voluntary buy-ins that they paid for.

4. The individuals listed above in paragraph 2(b) to (d) each form a group of beneficiaries. The Insured Person can change the groups of beneficiaries specified in paragraph 2 at any time by submitting a written communication to the Foundation. If the Insured Person does not support anyone or has no life partner according to paragraph 2(a), the Insured Person can combine the beneficiaries in paragraph 2(b) with those up to and including 2(d). The Foundation must have received this written communication while the Insured Person was still alive.

5. The Insured Person can submit to the Foundation a written communication specifying their wishes concerning the entitlements of individual beneficiaries within a group of beneficiaries (paragraphs 3 and 4). If the Insured Person has not communicated this, all the beneficiaries within a group of beneficiaries will be entitled to an equal share of the lump-sum death benefit. The Foundation must have received this written communication while the Insured Person was still alive.

6. The Insured Person can revoke this statement about beneficiaries at any time during their lifetime. In an insured event, the Foundation will verify the specific circumstances and establish the actual facts within the framework of the regulatory provisions.

7. Any portions of the lump-sum death benefit fit that have not been paid out will be credited to the free resources of the pension fund and may only be used within the context of the regulations.

8. Unless otherwise specified in the pension plan, the amount of the lump-sum death benefit will equal the retirement assets available at the time of death (restitution). If voluntary buy-ins have taken place, the sum of these buy-ins (excluding interest) will be paid out as an additional lump-sum death benefit. The Insured Person must provide proof of having made these voluntary contributions.

Benefits upon entering or leaving service and options for continued insurance

Art. 55 Entry

1. The entry benefit is due upon entry to the Foundation. It corresponds to the full amount of the termination benefits owed by the preceding pension and vested benefits scheme (vested benefits) and includes their mandatory, non-mandatory and pre-mandatory components.

2. In the case of insurance plans with a defined benefit plan, if not all of the deposited termination benefit is required to buy into the full regulatory benefits, the Insured Person can use the surplus to obtain another form of pension coverage. This is subject to the Insured Person wishing to use the surplus amount to buy in to additional benefits, if possible.

3. If the Foundation has not received all of the documents required for the transfer, the Insured Person will allow the Foundation to inspect all the statements about termination benefits issued under previous pension scheme relationships.

4. If necessary, the Foundation can request the termination benefits and statements if these have not been supplied voluntarily by the previous occupational pension schemes. The Foundation is not required to check the termination benefit calculations, but it can initiate an investigation in individual cases when there are obvious discrepancies.

Art. 56 Exit

1. The Insured Person's entitlements will correspond to the full retirement assets. The retirement assets are the total of all the savings contributions credited to the retirement benefits by the employer, the Insured Person and other deposits. All the interest is taken into account.

2. The termination benefit is calculated according to Art. 15 VBA (defined contribution) and Art. 16 VBA (defined benefit). In every case, it will correspond to the minimum contribution according to Art. 17 VBA.

3. The termination benefit becomes due upon exit from the pension fund. From this date, the minimum interest rate according to the OPA will be applied. If the Foundation does not transfer the termination benefit within 30 days after it has received all the information required for the transfer, but no later than 30 days after the due date, the default interest rate set by the Federal Council will be applied to the termination benefit from the end of this period. If the reason for the delay is an omission for which the Company is responsible, the Company can be invoiced for the additional interest compared to the OPA interest rate, or debited to the pension fund's free resources.

4. When the Insured Person exits the pension scheme, the Foundation prepares the statement of account for the termination and forwards the exit documents to the subsequent occupational pension scheme.

They record the following information, where known:

a. The employer and employee sources of retirement assets;
b. The amount of the OPA retirement assets at the time of leaving;
c. The amount of the termination benefit upon leaving and at the age of 50;
d. The initial amount of termination benefit that was reported after 1 January 1995;
e. The amount of the termination benefit upon marriage;
f. For Insured Persons who turn 50 or who get married after 1 January 1995, the Foundation records the amount of termination benefit as per 1 January 1995;
g. The date of the marriage;
h. The dates and the amounts of early withdrawals relating to the scheme to promote home ownership;
i. Pledges relating to the scheme to promote home ownership;
j. Restrictions for pre-existing health conditions and the date of the start of the restriction;
k. The information required in line with Art. 8(3) VBA.

5. If data that only became subject to a legal collection obligation after 1 January 1995 can no longer be reconstructed, the Foundation will rely on termination benefits determined after 1 January 1995 and take into account previous statements and pension certificates is these can be used. Based on these, the Foundation will determine approximations for the figures in question according to objective principles, unless statutory estimation methods and/or tables are applied.

6. The Foundation will transfer the termination benefit to a maximum of two subsequent occupational pension schemes at the same time. If the Foundation is required to pay benefits after the transfer has taken place, it will ask the subsequent occupational pension scheme to return the amount of transferred termination benefit required by the pension plan to cover the benefits to be paid. If the subsequent occupational pension scheme is not willing to reimburse this amount, the Foundation will reduce the benefits by the amount that has not been reimbursed. The reduced cash value will be calculated according to the Foundation's actuarial principles.

7. If the termination benefit cannot immediately be transferred to an occupational pension scheme upon termination of service, the Insured Person will stipulate how the pension cover is to be maintained. In the absence of this notification, the Foundation will transfer the termination benefit and interest to the Foundation Contingency Fund BVG at the earliest six months after exit, but at the latest two years after the vested benefits are due.

Art. 57 Cash payment

1. The termination benefit will be paid in cash if this has been requested:

a. By an Insured Person with an entitlement but who is permanently leaving Switzerland. A cash payment on leaving Switzerland is not possible within the scope of the OPA retirement assets if the Insured Person is still required to have mandatory insurance to cover the risks of old age, death and disability in accordance with the legislation of a European Union Member State or according to Icelandic or Norwegian law or if the Insured Person lives in Lichtenstein.
b. By an Insured Person with an entitlement who has taken up self-employed work as their main occupation and who is no longer subject to mandatory insurance. The

Insured Person must provide the Foundation with official confirmation as well as any other documents to support the reasons specified for the cash disbursement.

c. By an Insured Person with an entitlement whose termination benefit amounts to less then the annual contribution.

2. In all of the listed cases, the cash payment can only be made to a married Insured Person, if the spouse has provided written consent and the signature has been officially certified. If consent cannot be obtained or if it has been refused, the Insured Person can call upon the Civil Court.

3. Withholding tax is deducted in the cases provided for by law.

Art. 58 Partial or complete liquidation

1. In the event of partial liquidation of a pension fund or the Foundation, the provisions according to Art. 23 VBA, Art. 53(d) OPA, Art. 27(g) and 27(h) OPO 2 and the Partial and Complete Liquidation Regulations are authoritative.

2. In the event of complete liquidation of a pension fund or Foundation, the provisions according to Art. 53(c) and 53(d) OPA, Art. 23 VBA and the Partial and Complete Liquidation Regulations are authoritative.

Art. 59 The Company's duty to provide information

1. The Company will notify the Foundations as soon as possible when an Insured Person is leaving and provide their OASI or social insurance number and address as soon as their employment contract is terminated or their employment hours have changed. As a rule, the Foundation is to be notified about a departure a month in advance of a contractually agreed departure date, at the latest. Both the Company and the Insured Person are to sign the exit notification.

2. The Foundation is also to be notified immediately about any salary changes that occurred during the year (cf Art. 7(1)(c)). The Foundation can reject notifications about backdated changes to salary that had occurred more than one month previously.

3. Equally, the Company must notify the Foundation about changes to the marital status of Insured Persons and provide the date.

4. The Company will inform the Foundation at an early stage with regard to any liquidations or partial liquidations that will result in a significant reduction in the workforce.

Art. 60 Proportion to other benefits

If the Foundation has paid the termination benefit, it is released from the obligation to pay retirement benefits. If the Foundation is required to pay survivors' or disability benefits subsequently, the amount of termination benefit the Foundation needs to cover the survivors' or disability benefits must be reimbursed to the Foundation. The survivors' and disability benefits will be reduced if this reimbursement has not been made.

Art. 61 Continued insurance according to Article 47(a) OPA

1. An Insured Person who withdraws from the mandatory insurance scheme because their employment contract has verifiably been terminated by the employer are reduced by at most half after 58 years of age is entitled to continue to be insured with the former pension fund and to the same extent. In this case, the last insured salary will continue to be insured without change and a subsequent reduction in salary is excluded for the continued insurance. The Insured Person can, in this case, choose whether they want to to continue the entire pension provision or only the risk provision (without further savings contributions). If the Insured Person has opted for continued insurance with savings contributions, they can revisit this choice annually with effect from 1 July of a calendar year and continue the insurance without savings contributions. The Foundation is to be informed of this in writing by 31 May at the latest. Without written notification, the selected form will remain in effect. However, the reverse situation is excluded. The continued insurance will remain in place until the normal retirement age according to the current pension fund pension plan at the latest.

2. Continued insurance according to Art. 47(a) OPA is voluntary. The Insured Person must provide the Foundation with written, signed notification that has been submitted within one month after the employment contract has been terminated. The option for continued insurance according to Art. 47(a) OPA is forfeited if this signed notification is not received within this time frame. The notification should include evidence of the termination by the employer. This can be in the form of a copy of the termination or the relevant confirmation by the employer. If the requested evidence of termination by the employer is not provided within two months of termination of the employment relationship, the right to continued insurance according to Art. 47(a) OPA will be considered to be forfeited.

3. The continued insurance will end if the risks of death or disability occur and when the Insured Person reaches the applicable normal retirement age as per the pension plan. It also ends when more than two thirds of the termination benefit is required to buy in to the full amount of regulatory benefits when joining a new occupational pension scheme. The Insured Person can terminate the continued insurance at any time by the end of the next month. The Foundation can terminate the continued insurance if outstanding contributions have not been paid within 30 days of a single reminder.

4. In the event of incapacity to work resulting in (partial) disability, the retirement assets will continue to be built up through savings contributions after the waiting period according to the plan has lapsed. If the Insured Person has opted for continued insurance without savings contributions, the retirement assets will no longer be built up.

5. During the continued insurance, if the Insured Person joins a new occupational pension scheme and wishes to continue with the continued insurance, the Insured Person must provide confirmation from the new occupational pension scheme stating that, according to the provisions of the new occupational pension scheme, the Insured Person is prevented from transferring more than two thirds of their termination benefits held with the Foundation. If this potential benefit to be transferred is increased by the new or a different occupational pension scheme at a later stage for any reason, the Insured Person who wanted to continue with the insurance at the Foundation must immediately notify the Foundation without being asked to do so. Grounds for an increased option to transfer the termination benefit include salary raises, changes to the pen-

sion plan for the new pension scheme, increases in the buy-in interest rate, repurchase options following divorce, etc. If optional plans offer the Insured Person a range of purchase options with the new occupational pension scheme, the most favourable option shall be deemed to be the possible benefit transferred. The Insured Person must submit the relevant, updated confirmations from the new occupational pension scheme whenever the Foundation requests this. If evidence requested about the amount of the potential transfer is not received within two months of joining the new occupational pension scheme, the continued insurance according to Art. 47(a) OPA will end at the end of the month. The criterion for calculating the two thirds transfer option for a termination benefit is the termination benefit held by the Foundation at the time when the normal insurance relationship ends and when a termination benefit would be due if insurance were not continued.

6. If the Insured Person is affiliated to a new occupational pension scheme, the Foundation can also request new confirmation at any point in the future. This confirmation must state that, according to the current provisions and situation, no more than two thirds of the original termination benefit from the Foundation can be transferred to the new occupational pension scheme. If confirmation requested is not provided within two months of the request, the continued insurance according to Art. 47(a) OPA will end at the end of the next month, without delay.

7. Organisationally, the Insured Person will remain affiliated to the previous pension fund. If the provisions of the relevant pension plan and/or the contributions change, these changes will also apply to the continued insurance. This also applies when a pension fund merges with another pension fund within the Foundation. If a pension fund leaves the Foundation, the person with the continued insurance will also leave as part of the pension fund and will be transferred to the new occupational pension scheme. If the pension fund has to be terminated as a result of insolvency or liquidation of the affiliated Company, the continued insurance shall cease at this point in time.

8. The continued insurance contributions comprise both the applicable employer and employee contributions including the employee's share of the restructuring contributions. As regards administrative costs, only the personal costs as per the Administrative Costs Regulations and the extraordinary administrative costs incurred (reminder fees in particular) are charged to the person with continued insurance. In this case, only the regulatory employee contributions count as employee contributions according to Art. 17 VBA (minimum contribution) and not the employer contributions in place of the employer. When the Insured Person leaves, there is therefore no entitlement to a supplement according to Art. 17(1) VBA with regard to the employer contributions that the person with continued insurance pays during the continued insurance. The contributions are to be paid monthly in arrears. The Foundation will inform the person with continued insurance about the contributions and the payment address. If the person with continued insurance is in arrears with their payment of contributions, the Foundation will send them a reminder. If the outstanding contributions have not been received at the payment address within one month of the reminder being sent, continued insurance will automatically end from the date on which the contributions are outstanding.

9. If, after continued insurance according to Art. 47(a) OPA has been set up, it is possible to transfer more than two thirds of the original termination benefit to one or more other occupational pension schemes, the continued insurance will end at the end of the month. If there is still a non-transferable portion, this part will be retired.

10. At the request of the Insured Person, the continued insurance will also end at the end of the month when the Insured Person sent the written communication to the Foundation stating they wished to terminate the insurance.

11. In all cases when the continued insurance ends, the following will apply: If the continued insurance lasts for two years or longer, the retirement benefit can only be drawn in the form of a pension unless the pension plan of the relevant pension fund requires a capital payment for a portion of the retirement benefit. A transfer to a vested benefits foundation is excluded after two years of continued insurance. However, the Insured Person can request that the current termination benefit be transferred to another occupational pension scheme instead of paying the retirement benefit, if they have this option. According to the provisions governing partial liquidation, termination of the continued insurance is a new event occurring at the time the continued insurance is terminated.

12. If a pension fund decides on an actuarially excessive conversion rate, it must not only pay the corresponding one-off payment for the excessive conversion rate and/or OPA top-up for Insured Persons employed by the employer. but also for Insured Persons who continue to belong to the pension fund as part of the continued insurance according to Art. 47(a) OPA.

13. The Insured Person will include their private address at the same time as they send their written request for continued insurance and they will agree to immediately notify the Foundation in writing about any change voluntarily. According to the law, the Foundation is entitled to send all communications, especially invoices for premiums and requests for information about transfer options to the last known address.

14. In addition, the Foundation's Pension Fund Regulations and the pension plan from the pension fund in force at the time apply to persons with continued insurance. Continued insurance does not confer active or passive voting rights when appointing the Insured Persons' representatives to the Administrative Commission.

3. Section: Financing

Contributions

Art. 62 Overview of contributions and restructuring measures

1. All Insured Persons pay the following contributions:

a. Risk contributions for insurance benefits in the event of disability or death;

b. Inflation contributions to cover cost-of-living adjustments (Art. 24);

c. An administrative costs contribution according to the Administrative Costs Regulations;

d. Contributions to the guarantee fund for subsidies if there is an unfavourable age structure. They are calculated on the basis of the combined total of the coordinated salaries and financed by the equivalent contributions. The termination benefits of all the Insured Persons and the pensions paid out are used to calculate the contributions to the guarantee fund providing insolvency cover.

2. If there is a shortfall in cover, the Foundation Board may request restructuring contributions from both the employees and the employer. The employer's share of the restructuring contributions must be at least equal to the sum of all the Insured Persons' contributions. They are only permissible if they appear to be capable of rectifying the insufficient cover within a reasonable period of time.

3. In the case of pensioners, the restructuring contributions can be collected by offsetting against current pensions. The restructuring contribution can only be collected from the current part of the pension that came into being in the last 10 years through non-statutory or regulatory increases before introduction of this measure. The level of the minimum OPA benefits is maintained in any case, as is the level of the pensions when the pension entitlement comes into being.

4. If the restructuring contributions prove to be insufficient, the Foundation Board may decide that the interest rate may be reduced by up to a maximum of 0.5 percentage points below the rate set by the OPA. The lower interest rate may be applied for a maximum of five years.

5. The Foundation may also restrict the early withdrawal of occupational pension scheme funds to purchase residential property in terms of both time and the amount while there is a shortfall in cover. This restriction only applies in the case of repayment of mortgage loans.

6. When there are measures to correct a shortfall in cover, the Foundation will notify the supervisory authorities, employers, Insured Persons and the pensioners about the shortfall in cover and the measures taken.

Art. 63 Amount of contributions and financing

The amounts and the financing of the contributions are stipulated in the pension plan. At least 4 per cent of all contributions are earmarked for financing the risks of death and disability. If the insurance premiums for the risks of death and disability do not achieve this minimum amount as a result of a special age structure or similar, the employer shall be charged for the difference to achieve 4 per cent.

Art. 64 Employer's contribution reserve with stipulated waiver of usage

1. In the event of insufficient cover, an affiliated employer has the option of building up an employer's contribution reserve with stipulated waiver of usage in addition to the ordinary employer contribution reserve. The employer can also transfer funds from the ordinary employer's contribution reserve to the special employer's contribution reserve with stipulated waiver of usage. The contributions may not exceed the amount of the insufficient cover and do not accrue interest. They may not be used for benefits, pledged, assigned or reduced in any other way. The employer's contribution reserve with stipulated waiver of usage is reported separately in the balance sheet.

2. Employers' contributions paid to the Foundation and the contributions paid into employers' contribution reserves, including the employers' contribution reserves with stipulated waiver of usage, will be treated as business expenses for the purposes of direct federal, cantonal and local authority taxes.

Art. 65 Start and end of the requirement to contribute

1. If the Insured Person joins during the first 15 days of the month, the contributions will be payable from the 1st day of the month. If the Insured Person joins from the 16th day of the month, contributions are only due from the 1st day of the following month.

2. If the employment relationship is terminated during the first 15 days of the month, contributions will not be owed for this month. If the employment relationship is terminated from the 16th day of the month, contributions will be due for the whole month.

3. In the event of incapacity to work or disability resulting from an accident, illness or maternity leave according to Art. 329(f) Swiss Code of Obligations or paternity leave according to Art. 16(k) Loss of Earnings Compensation Act or military service, the Company is required to pay the contributions for as long as the waiting period involved in the exemption from contributions continues.

4. If an Insured Person dies before they reach retirement age, then the final contributions will be owed during the month in which the death occurred.

Art. 66 Duty to pay

1. The Insured Person's own contributions are deducted from the salary or salary replacement to be paid out and transferred, with the Company's contributions, to the Foundation. The Company is obliged to pay the contributions to the Foundation.

2. The Company will be invoiced for the contributions on a monthly basis and payment is due within 30 days from the date of the invoice.

3. The current contributions only qualify as paid if previous lapsed contributions have also been paid. A partial payment shall be credited against the earliest contribution owed, regardless of any declaration to the contrary by the Company.

4. The Affiliation Agreement between the company and the Foundation will be concluded for at least three years. In each case, it is possible to terminate the agreement at the end of the calendar year. There is a six-month notice period (Art. 66(6) remains expressly reserved). If a notice of termination has not been received at least six months before the fixed term has expired, the term of the Agreement will be tacitly extended by another year and include the same notice period (Art. 53(f) OPA remains reserved).

5. If the Company is in arrears with its payment of contributions, the Foundation will notify the Administrative Commission. It will also notify the competent supervisory authority and the auditors about the regulatory contributions that are outstanding within three months after the agreed due date.

6. If the full amount of the outstanding contribution is not paid immediately after a second reminder, then the Foundation retains the express right to deviate from the designated notice period and terminate the Affiliation

Agreement at the end of the month following the last payment reminder. The right to legally claim the outstanding contributions and any additional costs is reserved.

7. The Foundation cannot be held liable for any disadvantages or loss of assets resulting from the Company's default.

Buying into the Foundation

Art. 67 Buy-in

1. Within the scope of the following provisions, an Insured Person can enhance their retirement benefits and, if applicable, their other benefits by making a one-off payment when joining, or at any time in the future.

2. The maximum buy-in possible under the regulations ensues from the retirement assets that would have accrued from the current reference salary and pension plan if the Insured Person had been a member of the pension fund's savings insurance from the earliest possible start date being compared to the retirement assets that are actually available. The difference between these two amounts corresponds to the maximum amount that can be purchased according to the regulations. If an Insured Person who is drawing or has drawn retirement benefits from an occupational pension scheme makes a purchase in an occupational pension scheme, the maximum amount that can be purchased shall be reduced in proportion to the retirement benefits already drawn.

3. The maximum amount that can be purchased is reduced by the balance in pillar 3a if it exceeds the sum, including interest, of the maximum amount of contributions for the year that can be deducted from the income according to Art. 7(1)(a) OPO 3 from the year the Insured Person reaches the age of 24 onwards. For the compounding of interest, the minimum OPA interest rates applicable at the time are applied. Vested benefits that have not been transferred to the Foundation will also be deducted from the maximum buy-in amount.

4. With regard to people who move to Switzerland from abroad and who have not been part of an occupational pension scheme in Switzerland, no more than 20% of the salary insured according to the regulations may be paid as a buy-in during the first five years after joining the Foundation. Art. 60(b) OPO 2 remains reserved.

5. Voluntary buy-ins can only be made if the early withdrawals for purchase of residential property have been repaid. However, it if it is no longer possible to repay an early withdrawal by the time there is a regulatory entitlement to retirement benefits, a voluntary buy-in is permitted. In this case, the maximum possible buy-in amount will be reduced by the corresponding early withdrawal.

6. Repurchases in the event of a divorce or a legal dissolution of a registered partnership are exempt from the limit.

7. Benefits resulting from buy-ins may not be drawn in the form of capital for three years. The Insured Person is responsible for contacting the competent tax authority to enquire about tax options and their consequences.

8. An additional buy-in that is over and above the normal buy-in for full regulatory benefits is possible, if this additional buy-in compensates for the reductions, and especially the loss of interest, owing to early retirement, the missing savings contributions and the lower conversion rate. In the event of early retirement, there will be a separate account for buying out the reductions. The OASI pension missing up until the start of the normal OASI age can also be settled from the account (bridging pension).

The Insured Person shall determine the level of bridging pension, which may not be greater than the OASI pension that the Insured Person would have expected from normal retirement age as per Art. 21 OASIA. If there is a subsequent partial or total waiver of early retirement, the original target amount of benefit may be exceeded by up to 5%. If the 5% threshold is likely to be exceeded, the employee's contributions according to the regulations will be drawn from this additional account. If this measure is insufficient, the portion in the additional account that is neither used to buy out the reductions due to early retirement, including OASI bridging pension, nor to finance the regulatory contributions shall fall to the pension fund as a gain to the extent that the cash value of 5% of the regulatory benefits is exceeded.

9. If an Insured Person dies, the voluntary buy-ins to the normal retirement benefits and buy-outs of reductions owing to early retirement shall be paid to the survivors as a one-off capital payment according to Art. 54 of the Pension Fund Regulations.

4. Section: Organisational provisions

General provisions

Art. 68 The Foundation Board

1. The Foundation Board has the authority to issue and revise Regulations and administrative cost regulations and to decide on when they should take effect.

2. The Foundation Board is responsible for the administration and implementation of the Foundation's decisions unless the Regulations expressly state otherwise.

3. Employees and employers of the affiliated Companies have the right to send equal numbers of representatives to the Foundation Board. The right to vote and the election procedure are regulated in separate Election Regulations.

4. On behalf of the Foundation, the Foundation Board determines the technical basis, the reference conversion rate, the actuarially correct conversion rate and the ranges within which the Administrative Commission may move with its own conversion rates.

Art. 69 Business operations

1. Communications from the Foundation to the Administrative Commission are to be addressed to its Chair who will forward these to the members of the Administrative Commission. Any other information is to be directed to the Company.

2. Information and instructions from the Administrative Commission or the Company to the Foundation will only have legal effect if they have been received in writing.

3. The Administrative Commission determines the people from the Administrative Commission and the Company who are authorised signatories on behalf of the Foundation as well as the nature of their signatory powers. It may also delegate the handling of current business to third parties.

4. The Foundation does not have to check the signatory powers mentioned in paragraph 3. It cannot be held liable for damages caused by signatory powers that have not been stipulated correctly.

Art. 70 Duty of confidentiality

1. Members of the Foundation Board, the Administrative Commission and those appointed for the administration are obliged to treat information they have learned about the personal and financial circumstances of the Insured Persons or those drawing a pension and their relatives with the strictest confidentiality both externally and with regard to their employees. A breach of this duty of confidentiality is an offence under Art. 76 OPA.

2. This obligation continues to be in force even after membership of the Administrative Commission or the administrative duties have ended.

Art. 71 Liability

Members of the Administrative Commission and Company employees who have been appointed to handle current business are jointly and severally liable towards both the Foundation and the beneficiaries for the damage that they cause intentionally or through negligence, especially the damage arising from the failure to fulfil their obligations under these Regulations.

Company

Art. 72 Duties of the Company

1. In particular, the Company is responsible for:

a. Forwarding communications from the Foundation to the Insured Persons and

b. immediately notifying the Foundation as soon as the Company becomes aware of each of the following circumstances:

- Employees to be insured according to Art. 9, 10 and 11 entered on the form supplied by the Foundation;
- Any changes it to the Company staff responsible for the employee benefits scheme;
- The OASI salaries and all the information about the Insured Persons required to determine the insured salaries annually, on the reference date;
- The start of a benefit claim;
- Any assistance in the event of a benefit claim;
- A change to an Insured Person's support obligations;
- The withdrawal of Insured Persons;
- Other changes such as marriage or divorce etc. concerning pension fund regulations;
- Termination of or changes to the scope or duration of collective daily sickness allowance insurance benefits.

2. The Company is solely responsible for compliance with collective employment agreements or contractual obligations towards an association or its subgroups. The Foundation is not liable for any damages caused by the failure to comply with such regulations.

3. Part-time employees who, due to their weekly hours of work, are not insured against non-occupational accidents within the terms of the AIA but whose salary is nevertheless insured in the occupational pension plan must be reported separately by the Company on the employee list.

4. Art. 59 shall otherwise apply.

Administrative commission

Art. 73 Organisation

1. Each Company creates an Administrative Commission as a body to represent the Foundation. These commissions comprise equal numbers of employer and employee representatives. They have at least two members.

2. The Insured Persons who are eligible for election as employee representatives elect the employee representative from their group. The Company organises the election procedure in a manner that complies with the legal criteria and takes into account the different categories of employees. The Company selects the employer representatives. There is a four-year term of office. Re-election is permitted. If the employment contract of an member of the Administrative Commission is terminated, this person must leave the Administrative Commission. If no elected substitute member is available, a new member must be elected within a reasonable period of time for the remainder of their predecessor's term of office.

3. The Foundation must be notified about any decisions about the constitution.

Art. 74 Rules of procedure

1. The Administrative Commission shall constitute itself.

2. The Administrative Commission shall elect a Chair from among its members who will be appointed alternately for a term of office by the employers and employees. The meetings will be convened and chaired by their Chair.

The Commission will meet when necessary, but at least once a year.

3. Third parties appointed to deal with ongoing business (Art. 69(3)) may attend the meetings in an advisory capacity.

4. Administrative Commission decisions are to be recorded in the minutes. The Chair of the Administrative Commission will appoint the secretary in each case. The secretary does not need to be a member of the Administrative Commission. Decisions must always be communicated to the Foundation in writing.

5. The Administrative Commission constitutes a quorum when at least half of the employer and employee representatives are present. Resolutions are passed by a simple majority of the votes cast. In the event of a tie, the Chair of the Administrative Commission shall have the casting vote.

6. The decisions reached by the Administrative Commission and which affect all insured persons are to be announced by way of a circular letter or a notice on the Company's premises.

Art. 75 Duties and powers

1. The Administrative Commission must protect the interests of the Insured Persons. It represents the Company and the Insured Persons with regard to the Foundation.

2. In particular, it shall:

a. immediately notify the Foundation about
   - changes in the composition of the Administrative Commission;
   - changes in the signing authority of the members of the Administrative Commission and to the company in business operations with the Foundation (Art. 69);

b. Select the pension plan, determine the conversion rate and confirm any changes; if the Administrative Commission does not specify a specific conversion rate for its pension fund, the Foundation's actuarially correct conversion rate will apply,

c. Decide on the allocation of the pension fund contributions;

d. Specify the investment strategy for the assets at pension fund level with the Foundation Board,

e. Decide on adjustment of the pensions according to Art. 24(4) within the scope of the existing funds,

f. Inform Insured Persons about the possibility of maintaining pension coverage;

g. Declare consent to pension provider associations;

h. Determine the conditions for implementing a partial liquidation and approve distribution plans;

i. Take note of the annual accounts at pension fund level and approve same;

j. Elect the Foundation Board according to the Election Regulations;

k. Decide on the use of the pension fund's free resources;

l. If there is a shortage of cover introduce suitable restructuring measures to remedy the shortfall in cover.

m. The Administrative Commission shall, where necessary, approve the termination of the Affiliation Agreement with the agreement of the staff or any employee representatives (Art. 10(d) Participation Act).
n. If an Administrative Commission does not specify a specific conversion rate for its pension fund, the Foundation's actuarially correct conversion rate will apply,

3. If the Administrative Commission adopts resolutions that are not consistent with the purpose of the Foundation, its principles or the insurance contract, these resolutions shall be disregarded and the Foundation shall reject these resolutions with reference to the inconsistencies. If the Administrative Commission insists on the resolutions, the Foundation may dismiss the Administrative Commission. If the Company also requires these resolutions to be implemented, the Foundation can immediately terminate the Affiliation Agreement, notify the OASI office and report the company to the Contingency Fund. The Foundation shall not be liable for the consequences of such Administrative Commission decisions. Resolutions adopted by the Administrative Commission that contravene the law are void and will also be rejected.

4. The Administrative Commission will decide on whether and to what extent it is possible to adjust the current pensions beyond the mandatory inflation adjustments according to the OPA.

5. The Administrative Commission shall inform the Insured Persons and those entitled to claim of their rights and obligations. It will also provide information that does not originate from the Regulations or the pension plan, in particular about election, composition and organisation of the Foundation Board and the Administrative Commission and about implementation of the occupational pension scheme. The Foundation's governing bodies, such as the Investment Committee or the administration are available to the Administrative Commission in an advisory capacity.

6. In addition, the Administrative Commission is also responsible for the rights and obligations the Foundation Board has set out in the Regulations.

5. Section: Management of pension funds

General provisions

Art. 76 Accounting, audit and review by an expert

1. The Foundation shall produce a separate annual account for each pension fund. The accounting year corresponds to a calendar year; it begins on 1 January and ends on 31 December.

2. At the end of the calendar year, the Administrative Commission will receive the completed financial statement for the pension fund from the Foundation, for the attention of the Company.

3. The Foundation is audited every year by an auditor approved according to Art. 52(b) OPA.

4. The Foundation shall periodically engage an occupational pensions expert approved by the Occupational Pension Supervisory Commission to audit:

a. Whether it can offer the certainty that it can meet its obligations;

b. Whether the regulatory actuarial provisions on benefits and financing comply with the legal requirements.

Art. 77 Profit sharing

When the Foundation benefits from profits from insurance policies and other profits that cannot directly be allocated to the individual pension funds, these are distributed to the entitled pension funds after all the funds required to form the necessary provisions (such as fluctuation reserves and reserves to finance the OPA conversion rate etc.) and costs that cannot be allocated directly to the individual pension funds have been deducted. Distribution of the profits to the individual pension funds takes place pro rata to the risk premium paid, taking into account the appropriate claims experience.

Art. 78 Employer's contribution reserve without waiver of use

1. By making the appropriate voluntary advance payments to the Foundation, the Company can build up the employer contributions reserves without a waiver of use and which the company may draw upon to pay contributions that are owed. These are credited to a separate account within the pension fund.

2. The Company retains the right to determine the use of this account within the scope of this employee benefits scheme. However, these funds may not be returned to the company.

3. With regard to taxation, the maximum acceptable level of the employer contribution reserve is five times the employer's share of the annual contributions. The regulations of the cantonal tax office for the company's registered office and direct federal taxation remain reserved.

6. Section: Final provisions

Justice

Art. 79 Liability of the Foundation

The assets of the respective individual pension fund for the Company in question alone shall be liable for liabilities arising from occupational pension schemes.

Art. 80 Place of jurisdiction

The place of jurisdiction is governed by Art. 73 OPA.

Art. 81 Legal costs

1. If, for legal or contractual reasons, the Foundation is compelled to engage in litigation when acting in the interests of the pension fund, the Company must bear the judicial costs and litigation costs incurred by the Foundation.

2. The Foundation will select and instruct the legal representatives.

Exit, termination

Art. 82 Exit of a company

1. If a Company leaves the Foundation, the pension assets will be transferred to another occupational pension scheme in accordance with the statutory provisions. The transfer of retirement assets within the scope of the OPA is only permitted if these assets are transferred to another occupational pension scheme that has been entered on the register of occupational pensions. Pensions that are already being paid will be transferred to the new occupational pension scheme. The Foundation Board may enter into a different agreement with the new occupational pension scheme, especially in the event that the Foundation intends to cover increased costs in the future.

1^{bis} In principle, actuarial reserves for pensioners will be transferred to new occupational pension schemes based on the technical principles applicable at the time of transfer. If disability pensions or disabled person's child's pensions that were not accounted for at the SIA revolving door rate are forwarded to an SIA company or a member of Inter-Pension, the SIA revolving door rate shall be applied.

1^{ter} If pensioner-only portfolios remain on the level of the pension fund or Foundation, the affiliation agreement pertaining to the pensioners shall remain in place. Any additional costs for accounting in line with the accounting rules for pensioner-only portfolios without employers in accordance with Art. 4(2) from the Provisions Regulations (low-risk valuation) are charged to the outgoing pension fund of the actively Insured Persons. If the free resources of the pension fund are insufficient for the financing or result in insufficient cover, the employer shall be obliged to cover the shortfall.

2. The termination benefits of the individual Insured Persons are treated in compliance with Art. 4 VBA if it is not possible to use them in any other way according to paragraph 1.

3. The transfer will only take place once the Company has met all its obligations to the Foundation. The Foundation has the right to assign any outstanding amounts to a subsequent occupational pension scheme. From the time of leaving the Foundation, termination benefits will accrue interest according to Art. 15(2) OPA. The Foundation will only be in default according to Art. 2(4) VBA once it has received all the necessary information and the Company has met all its existing obligations towards the Foundation.

4. An Insured Person is only entitled to the assets accumulated under the relevant Affiliation Agreement or assets paid in, if the need arises. In particular, the new occupational pension scheme is not entitled to have the inflation premiums that have been paid transferred.

5. The Foundation is especially not obliged to compensate for any losses in value and/or exchange rate and currency fluctuations in any form whatsoever.

6. The share of the assets to be transferred is evident from the balance sheet.

7. A Company's exit is regarded as partial or complete liquidation of the pension fund within the terms of Art. 23 VBA and Art. 53(b) OPA and is governed by Art. 58.

General provisions

Art. 83 Additions, amendments, temporary provisions

1. If the Regulations prove to be incomplete or inadequate in an individual case, the Foundation Board is authorised to make appropriate Regulations for the task in question on a case-by-case basis.

2. These Regulations can be amended by the Foundation Board at any time. In doing so, the Board must safeguard the vested interests of the Insured Persons and the pensioners and comply with the legal and supervisory provisions. The Administrative Commission will decide on changes to the individual pension plan. Restructuring measures, statutory provisions and general requirements by the Foundation Board are expressly reserved.

3. For Insured Persons who became disabled or died when previous Regulations were in force, the provisions included in the Regulations at the time and in the pension plans apply, especially with regard to determining disability and death benefits. These provisions also apply to the reversionary benefits linked to the benefits. The decisive dates are the date when the incapacity for work leading to subsequent disability started and the date of death, irrespective of when the entitlement to benefits arises.

4. For pensioners transferred from other occupational pension schemes, the relevant provisions from the previous occupational pension scheme will apply at the time of joining. If it is not a lifelong disability pension (or retirement pension of the same value as the disability pension), this does not apply to the transition from a disability pension to a retirement pension for which the pension regulation at the time of transfer is decisive, in particular the respective current conversion rate.

5. The following remain reserved:

a. Amendments to regulations that lead to improvements, provided it has been expressly declared that they apply to the existing pension relationships when they are introduced.

b. Amendments to regulations that become necessary due to changes in the law or a change in adjudication.

c. Regulations governing over-insurance, where the over-insurance threshold must not fall below 90%.

d. There will be no change to amount of insured salary from the date of incapacity for work, if the degree of disability remains unchanged.

e. Adjustments to the retirement pension including the associated reversionary benefits when changing from a temporary disability pension to an retirement pension; this includes adjustments to the conversion rate in particular.

6. The entitlements acquired by the Insured Person and pensioner will be retained in each case.

7. If a temporary disability pension is replaced by a retirement pension, the provisions according to the regulations that apply at the time of the changeover will be used to calculate the retirement pension and especially the conversion rate. The time at which a temporary disability pension transitions to a retirement pension is determined in accordance with the regulations that were in effect at the time of the incapacity to work that led to the disability.

8. The statutory interim regulations generally apply in principle.

9. Divorced spouses and former partners who were in a registered partnership and who were awarded a pension or a lump-sum cash settlement for a life annuity before 1 January 2017 are entitled to survivors' benefits under the previous law.

10. The following default interest regulations apply for all benefits entitled to or due for payment:

a. Default interest is owed from the date of entitlement or due date, but no earlier than 30 days after all facts required for the calculation and transfer, in particular the transfer addresses, identities, proofs of eligibility, court rulings, certificates of enforceability etc., have become known to the Foundation.
b. The default interest is equal to the respective BVG interest rate plus one per cent. The BVG interest rate at the time during which a default interest payment is owed is decisive.
c. These default interest regulations apply in particular for retirement benefits, survivors' benefits, disability benefits and other entitlements on the part of the insured person, regardless of whether the benefits are paid out in the form of a pension or lump sum.
d. The default interest regulations in accordance with Art. 56 clause 3 remain reserved in the case of termination benefits.
e. Furthermore, contractual regulations to the contrary and regulations ordered by the legislator or courts remain reserved.

Art. 84 Entry into force

These regulations enter into force on 1 January 2025 and supersede those dated 1 January 2024. The German version is the definitive text for interpretation.

Zurich, 12 June 2024

The Foundation Board

Annex 1

Regulations on the promotion of home ownership

Art. 1 Promotion of home ownership using occupational pension benefits

1. The Insured Person can make early withdrawals or pledge the funds available to them individually under the occupational pension scheme for private residential property. The following provisions apply in this regard.

2. With regard to residential property for personal use, the Insured Person can use a certain amount as equity capital (early withdrawal) and have this transferred by the Foundation to the seller, builder or lender or to the creditors in accordance with Art. 4 (hereinafter referred to as the “Payee”).

3. The Insured Person has the option of pledging the entitlement to benefits or an amount up to the amount of their termination benefit for residential property for their personal use, subject to Art. 12.

4. Early withdrawal and pledging can be paid out or claimed up to one month before the entitlement to retirement benefits accrues. In the case of married or registered partners, both measures will require the consent of the spouse or registered partner. If the Insured Person is unable to obtain this consent or if this consent has been refused, the Insured Person can call upon the Civil Court. The Foundation shall provide the Insured Person with written information on the maximum amount of funds available for these purposes. The fees for implementing the home ownership promotion measures are regulated in the Administrative Costs Regulations. The costs are charged to the Insured Person.

Art. 2 Use of funds

1. The Insured Person can withdraw or pledge the funds available to them individually under the occupational pension scheme early for

a. purchasing or building residential property for personal use;
b. a stake in a residential property for personal use;
c. repayment of mortgage loans.

2. The Insured Person may only use the occupational pension funds for one property at a time.

Art. 3 Types of residential property

The Insured Person may use their funds for the types of residential property listed below:

a. Ownership
b. Co-ownership
c. Storey ownership
d. Joint ownership by the Insured Person and their spouse (community of property or a simple partnership or co-ownership)
e. Independent and permanent building rights.

Art. 4 Participating interests

The following forms of participation in a residential property are permitted:

a. Acquisition of shares in a residential building cooperative
b. Acquisition of shares in a company of shareholders-lessees
c. Grant a loan with profit participation to the non-profit housing developer.

Art. 5 Exclusion of benefits

It is not permitted to use the occupational pension benefits for

a. purchasing building land,
b. financing holiday properties,

c. payment of mortgage interest. However, the interest added to the retirement assets may be included in the case of pledging,
d. financing the ordinary maintenance of a residential property,
e. payment of taxes that become due upon early withdrawal or foreclosure,
f. purchase of usufruct or rights of habitation,
g. purchase of residential property abroad; Art. 6 remains reserved,
h. purchase and financing of a residential property within the context of community of heirs.

Art. 6 Cross-border commuters and foreign nationals

1. Cross-border commuters may use the funds from the occupational pension scheme for owner-occupied property located outside of Switzerland but close to the Swiss border. Weekly residents can use the funds for a residential property at the place where they normally live if this represents is the focal point of personal relationships and economic ties and the Insured Person regularly returns there.

2. Foreign nationals residing in Switzerland when they submit the application but who already own residential property outside of Switzerland may use the occupational pension scheme funds for their existing residential property at the earliest one year before returning home if they can credibly assure that they will return to this property within one year.

3. Withholding tax is deducted from capital payments outside of Switzerland.

Art. 7 Personal use

The residential property financed with funds from occupational pension must be personally used by the Insured Person. The Insured Person's use of their domicile or their habitual place of residence qualifies as personal use. If personal use ceases to exist, the Insured Person must report this to the Foundation immediately, stating the reasons for the cessation of personal use. This will determine whether there is a resulting obligation to repay benefits.

Art. 8 Disability

1. Insured Persons who have been awarded a partial disability pension or will presumably be awarded a partial disability pension may draw upon the active share of their retirement assets that is in proportion to the level of their earning capacity and the benefits based on the pension plan for measures that promote home ownership. They can make early withdrawals and pledge termination payments and reversionary benefits.

2. Insured Persons who have been or presumably will be awarded a full disability pension may not make early withdrawals.

Art. 9 Early withdrawal

1. The sum to be withdrawn early must amount to at least CHF 20,000. There is no minimum withdrawal amount for participations in cooperative residential associations or comparable organisations. The early withdrawal can amount to no more than the accumulated termination benefit on the last reference date (1 January). Further early withdrawals are possible after a further five years in each case, at the earliest.

2. The Insured Person can withdraw up to the amount of their termination benefit until they attain 50 years of age. After reaching the age of 50, the maximum amount that can be used to maintain the minimum retirement benefit is limited to the amount of termination benefit available at the age of 50 or, if this amount is greater, to half of the termination benefit at the time of withdrawal. The maximum amounts applies to each pension scheme relationship. Termination benefits from cadre insurance schemes included as part of other occupational pension schemes are taken into account separately.

3. The Insured Person and, if applicable, their spouse or registered partner will confirm to the Foundation that this is for personal use and state the purpose. They must provide information about the nature and the location of the property as well as the relevant land registry office and state the name of the notary, the addresses of the payees and their payment transfer instructions. All information must be provided in writing on forms supplied by the Foundation. In addition, the Insured Person must provide work contracts, purchase and loan agreements, extracts from the land register and share purchase agreements, etc.

4. In accordance with the pension plan, the early withdrawal may result in a reduction in benefits in the event of death, disability and old age. The Foundation will inform the Insured Person wishing to make an early withdrawal in advance, in writing, and will detail the likely extent of the reductions in the individual benefit categories. It will provide options for closing down the benefit reductions resulting from the early withdrawal. The Insured Person will bear the cost of the additional insurance. The Foundation will also explain to the Insured Person about tax on the withdrawal and the fact that the amount withdrawn early cannot be used to pay taxes.

5. The Foundation shall pay the claimed amount within six months, but no earlier than 30 days after receiving all the required documents, after payment of the fees and the entry of the restriction on alienation in the land register. The payment will be made directly to the Insured Person's payee. The Insured Person is required to provide the Foundation with the correct names, addresses and payment transfer instructions. If it has been discovered that addressees cannot be identified or they have commercial links with the Insured Person, the Foundation is entitled to refuse payment until the circumstances have been clarified.

6. The termination benefit and all other benefits according to the pension plan will be reduced by the amount of the early withdrawal. If there is a legal reason for cash payment, the Foundation will adjust the remaining portion of the termination benefit.

7. The Foundation will notify the Land Registry and the tax authorities about the early withdrawal. The contents of the notification to the Land Registry will comply with the requirements of the Swiss Federal Office for Land Registry and Real Estate Law (FOLR). Shares in cooperatives are to be handed over to the Foundation for safekeeping. Payments for properties abroad are subject to withholding tax.

Art. 10 Repayment of an early withdrawal

1. An early withdrawal must be repaid to the Foundation by the Insured Person or their heirs, if

a. the residential property is sold;
b. rights to this property have been granted and these rights are tantamount to a sale in economic terms, or
c. no benefit is payable in the event of the Insured Person's death.

2. The repayment requirement is limited to the proceeds of the sale when the residential property is sold. The proceeds are deemed to be the sale price minus the debts secured by the mortgage and the levies imposed on the seller under the law.

3. If the Insured Person wishes to use the proceeds from the sale of the property for owner-occupied property again within two years and this is equal to the amount withdrawn early, the Insured Person can transfer this amount to a vested benefits scheme.

4. The Insured Person can redeposit all or part of the amount that was withdrawn early up to the time they are entitled to claim retirement benefits. This will apply unless an insured event has occurred or the termination benefit excluded from the early withdrawal and/or built up at a later date has not been paid out in cash. The minimum amount to be repaid is CHF 10,000. If the amount withdrawn early is less than CHF 10,000, while taking into account the repayments made, than a one-off payment is to be made. If redeposit has not taken place, or only in part, when an insured event occurs, the Foundation shall calculate the benefits according to the pension plan on the basis of the funds available. The Foundation will notify the tax authorities and provide the Insured Person with a certificate to confirm the repayment and present to the tax authority.

5. Sums that have been repaid will be allocated to the retirement assets according to Art. 15 OPA and the remaining retirement assets in the same proportion as for the early withdrawal. If the early withdrawal was made before 31 December 2016 and it is no longer possible to determine the portion of compulsory retirement assets (Art. 15 OPA) included in the amount withdrawn, the repaid amount will be allocated to the compulsory retirement assets and the other retirement assets in the proportion that applied to these two assets immediately before the repayment.

Art. 11 Priority notice in the land register and cancelling an early withdrawal

1. When the early withdrawal is transferred, the Foundation will notify the local Land Registry for the residential property and arrange for the restriction on alienation to be entered.

2. The written consent of the Foundation is required for an application to have this removed.

3. If the residential property is located outside Switzerland, the relevant Land Registry will not be notified.

4. The Insured Person who is making the early withdrawal will bear the cost of the entry.

5. With regard to a property that a person insured by the Foundation has purchased using funds from the occupational pension scheme, if (co-)ownership is transferred to the other spouse or the other registered partner owing to a divorce decree or the dissolution of a registered partnership, then a new restriction on alienation in favour of the pension scheme of the spouse or registered partner gaining the ownership is to be entered in the land register. The restriction on alienation entered by the Foundation shall be removed and the person insured by the Foundation will be released from duty to reimburse.

6. The restriction on alienation can be removed from the land register in the following circumstances:

a. When a regulatory entitlement to retirement benefits starts;

b. After another insured event happens;

c. Cash payment of the termination benefit, or
d. if has been proven that the amount invested in the residential property has been transferred to a vested benefits scheme.

Art. 12 Pledges

1. The Insured Person can pledge their entitlement to benefits and/or an amount equivalent to their termination benefit for residential property for their own use. The increase in the termination benefit can also be pledged.

2. The Insured Person can pledge up to the amount of their termination benefit until they become 50 years of age. The maximum amount that can be pledged is limited the termination benefit available at the age of 50, or to half of the termination benefit at the time of pledging, if this is greater, in order to maintain a minimum retirement benefit.

3. The pledgee and the Insured Person are responsible for the drafting the pledge agreement. The Foundation will stipulate the maximum amount that can be pledged. The maximum amount that can currently be pledged is the termination benefit accumulated by the reference date (1 January of the current year).

4. The Foundation must receive written notification about the creation of a pledge, its purpose and the name and address of the pledgee. The pledge agreement is to be submitted.

Art. 13 Foreclosure

1. If a pledged termination benefit is realised before an insured event or cash payment, the effects of early withdrawal will apply. The Foundation will notify the tax authorities about the foreclosure.

2. The termination benefit and all other benefits according to the pension plan will be reduced by the amount of the foreclosure. If there is a legal reason for cash payment, the Foundation will pay out the portion of the termination benefit remaining after the foreclosure.

Art. 14 Repayment of the realised amount

The provisions of Art. 10 will apply by analogy.

Art. 15 Agreement of the pledgee

1. As far as the pledge sum is concerned, the following transactions are subject to the written consent of the pledgee:

a. Cash payment of the termination benefit;
b. Payment of benefits in the event of an insured event;
c. Transfer of part of the pledged termination benefit to the spouse's or registered partner's pension scheme as a consequence of divorce or the dissolution of the registered partnership.

2. In these cases, the Foundation will temporarily stop the payment and notify the pledgee. If the Insured Person is unable to obtain consent from the pledgee, the Foundation will deposit the termination benefit in question in a frozen account until the differences between the pledgee and the Insured Person have been settled.

3. The Foundation will individually notify the pledgee about the Insured Person's withdrawal or departure from the pension fund. It will notify the pledgee about the subsequent occupational pension scheme.

Art. 16 Notification when leaving and transfer of documents

The withdrawal documents, which are communicated to the new pension scheme, include information about the facts, the time and scope including the value of the termination benefit acquired up to the time of the early withdrawal, the early withdrawal, the pledge or realisation of the pledge, the location of the property and the Land Registry and the pledgee(s). Deposited shares, share certificates or pledge agreements, as well as the confirmation of the priority notice in the land register, are all handed over to the subsequent occupational pension scheme.

Art. 17 Postponement of processing

If the pension scheme's securities have to be sold because there is currently a lack of liquidity, the Foundation will notify the pension fund's Administrative Commission. If an increasing number of requests for early withdrawals or pledges becomes unsustainable for the occupational pension fund and, in terms of technical investment, results in untimely sales that cast doubt on the average performance of the pension fund's investments, the requests will be processed in the order that they are received. In this case, a single request may be delayed by up to six months. The Foundation will not owe any default interest for the duration of the delay.

Art. 18 Early withdrawal when there is insufficient pension fund cover

In consultation with the Administrative Commission, the Foundation may restrict the early withdrawal of pension scheme funds to purchase residential property in terms of both time and the amount while there is a shortfall in cover. This restriction only applies in the case of repayment of mortgage loans. The Insured Persons affected by the restriction will be notified about the length and the extent of the measures taken.

Annex 2

Conversion rates for retirement pensions

1. The actuarially correct conversion rate set by the Foundation Board is 5.20%.

2. The Administrative Commission can abide by the Foundation's reference conversion rate or set the conversion rate itself. However, it may not exceed 6.80%.

3. If the conversion rate set by the Administrative Commission deviates from the actuarially correct conversion rate, any pension losses incurred as a result will be born by the pension fund.

4. If the Administrative Commission does not specify a conversion rate, the Foundation's actuarially correct conversion rate will apply.

Age	Calendar year 2024 for men	Calendar year 2024 for women	Calendar year from 2025 for all genders
58	4.150%	4.300%	4.150%
59	4.300%	4.450%	4.300%
60	4.450%	4.600%	4.450%
61	4.600%	4.750%	4.600%
62	4.750%	4.900%	4.750%
63	4.900%	5.050%	4.900%
64	5.050%	5.200%	5.050%
65	5.200%	5.350%	5.200%
66	5.350%	5.500%	5.350%
67	5.500%	5.650%	5.500%
68	5.650%	5.800%	5.650%
69	5.800%	5.950%	5.800%
70	5.950%	6.100%	5.950%

5. The conversion rate will be reduced by 0.0125% per month of early withdrawal of retirement pension and increased by 0.0125% for each month of deferral.

6. From 1 January 2025, the conversion rates for men from calendar year 2024 shall apply for all genders.

7. For women born in 1963 or before, the following temporary provisions apply:
The conversion rates valid from 2025 will be increased based on year of birth in line with the following table:

Women born in 1963 and before

Women born in 1960 and older	Women born in 1961	Women born in 1962	Women born in 1963
+0.15%	+0.1125%	+0.075%	+0.0375%

This document is a translation. In the event of a dispute, the German version shall prevail.

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