

Collective Insurance Contract

Version of 01.2024

between the

Collective Foundation BVG of Allianz Suisse Life Insurance Company, Wallisellen

(hereinafter referred to as "the Foundation")

and

Allianz Suisse Life Insurance Company Ltd, Wallisellen

(hereinafter referred to as "Allianz Suisse Life")

regarding the provision of occupational pension cover within the scope of the BVG for persons insured in the pension scheme

1. General Provisions

1.1. Contracting parties

The contracting parties of this collective insurance contract (hereinafter referred to as the "Insurance Contract") are the Foundation as policyholder and Allianz Suisse Life as insurer. By this Insurance Contract, Allianz Suisse Life insures the entitlements held by persons properly entitled to receive them from the Foundation on the basis of the currently applicable Pension Regulations of a pension scheme.

Suisse Life if the management of Allianz Suisse Life confirms acceptance of the request in writing.

1.2. Subject matter of the contract

The subject matter of the Insurance Contract is insurance against the risks of old age, death and disability in accordance with the pension plan in force due to the enrolment contract concluded between the employer and the Foundation.

1.6. Increase or reduction in the insured risks (change of risk)

In the event of a change in risk, the Foundation is obliged to notify Allianz Suisse Life of this. The consequences of the change in risk are defined in the currently valid version of the Special Terms and Conditions for Collective Insurance with Rate Categories and Experience-based Rates for Disability Risk (BB KL TkErFT IV). There are no additional rights of termination.

1.3. Entitlement

The entitlements to insurance benefits specified in this Insurance Contract are held by the Foundation only. The insured persons themselves do not have entitlements.

1.7. Form of communications

¹ Allianz Suisse Life accepts e-mail in addition to the written form for all communications for which the written form is required, in accordance with this Insurance Contract or with the applicable GTC BVG. This does not apply to communications that can be made via a portal provided by Allianz Suisse Life; there, the form specified for the portal applies.

1.4. General Terms and Conditions

Insofar as this Insurance Contract does not stipulate anything to the contrary, the "General Terms and Conditions for Collective Insurance in Accordance with the BVG (GTC BVG)" enclosed with the Insurance Contract shall apply in the form of their edition in force at the given time (hereinafter referred to as the "GTC BVG").

² In the context of establishing insurance claims (see Section 6 GTC BVG), Allianz Suisse Life may require that the necessary documents bear the handwritten signature of the persons concerned. In the cases it defines, Allianz Suisse Life may also require these signatures to be additionally notarised. Instead of notarisation, Allianz Suisse Life also accepts written confirmation signed by the relevant office (agency) stating that the persons concerned appeared in person, identified themselves by means of an identity card or passport and provided the required signatures in the presence of one of that office's employees.

1.5. Amendment of the contract

A request by the Foundation to amend the contract shall only be deemed to have been accepted by Allianz

³ If, under the present Insurance Contract or the applicable GTC BVG, a handwritten signature or the additional notarisation of the signature is required for the written form, notification by e-mail is only permitted if the document signed by hand and – if required – the notarisation or the confirmation by the responsible office (agency) in accordance with paragraph 2 is attached to the e-mail.

2. Insurance benefits

2.1. Pension plan of the pension scheme

The benefits insured in this Insurance Contract correspond – subject to the reservation in Section 2.3.5 – to the benefits

that are insured according to the Foundation's Pension Regulations for the pension scheme. The type and amount of the benefits, the conditions for entitlement and the group of insured persons are determined by the Pension Regulations of the Foundation and by the annex to this Insurance Contract.

The pension plan referred to in Section 1.2 shall be deemed to be an annex.

2.2. Management of savings

Savings are managed as stipulated in Section 2 GTC BVG.

2.3. The pension plan specifies the following as insured:

2.3.1. Retirement benefits (Section 8.1 GTC BVG)

a) A retirement pension

The amount of the retirement credits is set out in the pension plan. The retirement age is set out in the corresponding Pension Regulations.

The conversion of the savings accrued up to retirement shall be determined by Section 7.1, paragraph 1 GTC BVG.

b) A retired person's child's pension (for persons drawing retirement pensions)

The amount and maximum age are set out in the pension plan.

2.3.2. Survivors' benefits (Section 8.2 GTC BVG)

a) Surviving spouses' (widows' and widowers') pensions

Type and amount of the insured benefits are specified in the pension plan (Section 8.2.3 GTC BVG).

b) Pensions for surviving registered partners pursuant to the PartG (partner's pensions)

Type and amount of the insured benefits are specified in the pension plan (Section 8.2.4 GTC BVG).

c) Pensions for surviving life partners of a relationship similar to a marriage or registered partnership (life partner's pensions)

Type and amount of the insured benefits are specified in the pension plan (Section 8.2.5 GTC BVG).

d) One orphan's pension per child (Section 8.2.7 GTC BVG)

Type (Section 8.2.7 paragraphs 2 and 3 GTC BVG), maximum age (Section 8.2.7 paragraph 4 GTC BVG) and amount of the insured benefits are specified in the pension plan.

e) Lump-sum death benefit from purchase

If the pension plan of the pension scheme contains a provision for the return of benefits purchased as an additional lump-sum death benefit, on the death of the insured person prior to retirement the total additional benefits purchased by him or her (without interest) are paid out as a lump-sum death benefit.

f) Return of available savings

On the death of the insured person prior to the maximum

age, the available savings, reduced by any purchases pursuant to Section 2.3.2 e) and the actuarial reserve required to finance survivors' benefits (widow's and widower's pensions, partner's pensions and life partner's pensions), is reimbursed as a lump-sum death benefit.

g) Additional lump-sum death benefit

Any additional lump-sum death benefit is insured only if this is provided for by the pension plan of the pension scheme.

2.3.3. Disability benefits (Section 8.3 GTC BVG)

a) Premium exemption upon incapacity or inability to work

The waiting period is specified in the pension plan.

b) Disabled person's pension upon disability of the insured person

The amount of the insured benefit and the waiting period are specified in the pension plan.

c) Disabled person's child's pension upon disability of the insured person

The amount of the insured benefits and the maximum age are specified in the pension plan. The waiting period shall be the same as for a disability pension.

2.3.4. Benefits upon departure, for home ownership promotion, upon divorce and as adjustment for inflation

a) In the case of entitlement to vested benefits (vested benefits case), the insured person is entitled to the corresponding surrender value (Section 10.4 GTC BVG).

b) If the insured person asserts their entitlement to an early withdrawal for home ownership promotion, the amount of said withdrawal granted shall not exceed the surrender value upon departure (Section 10.4 GTC BVG).

c) Current disability and survivors' pensions shall be adjusted for inflation within the scope of the BVG minimum requirements (Section 8.6 GTC BVG).

2.3.5. The following are not insured:

Benefits that are provided by the BVG Guarantee Fund.

2.3.6. Fees and costs (Section 5.1 paragraph 6 of the GTC BVG)

a) Allianz Suisse Life shall pay the legal contributions that the Foundation owes to the BVG Guarantee Fund.

b) Allianz Suisse Life shall pay the costs incurred by the Foundation vis-à-vis the auditor and the occupational pensions actuary.

3. Special provisions

3.1. Breach of duty of notification

If the Foundation or the insured person breaches their duty of notification, Allianz Suisse Life shall not be liable to pay benefits pursuant to Section 8.5 GTC BVG.

3.2. Reduced benefits (Sections 9.2 and 9.3 GTC BVG)

If the Foundation is able to refuse or reduce the benefits under the Pension Rules, in particular due to overlap with other benefits (coordination), Allianz Suisse Life will provide, as applicable, either no benefits or only the appropriately reduced benefits under this Insurance Contract.

3.3. Benefits without entitlement under the Pension Rules

If the Foundation does not owe any benefits on the basis of the Pension Rules, no benefits shall be provided on the basis of the Insurance Contract. This rule is subject to the proviso that the available savings shall be returned if the insured person dies before reaching the maximum age. The returned amount shall be paid out in favour of the free Foundation assets of the pension scheme if there are no entitled persons

or if the entitlement vis-à-vis the Foundation is to only a part of the savings.

3.4. Partial payments

If Allianz Suisse Life disputes its obligation to pay benefits or if it is not clear how the insurance benefits should be divided between several claimants, Allianz Suisse Life may make the payment up to the undisputed amount; however, it is not obliged to do so.

3.5. Surplus sharing (Section 12.3 GTC BVG)

The surplus allocation takes place on a flat-rate basis per contract, as a rule with effect from the following year's reference date.

The use of the surplus allocated to the contract as a lump sum is based on Section 12.3 paragraph 4 ff. GTC BVG.

3.6. Retroactive contract conclusion

If, in the case of an insurance contract concluded retroac-

tively, an insured event occurs in the period between conclusion and commencement of the insurance, the occurrence of

which was known only to the Foundation or Allianz Suisse Life, this shall not render the contract null and void.

4. Financing

4.1. Premiums

- ¹ Allianz Suisse Life charges premiums that correspond to the insurance cover for retirement, death and disability benefits (Section 5.1 GTC BVG).
- ² The amount of these premiums is determined by the collective premium rate schedule approved by the responsible authorities and applicable at the time of calculation.
- ³ The "Special Terms and Conditions for Collective Insurance with Rate Categories and Experience-based Rates for Disability Risk (BB KL TkErft IV)" shall apply to the risk of disability. If the employer of the group of insured persons changes sector or any other changes occur to the parameters that are defined in the pension plan and are relevant for calculating the premiums, these must be reported to Allianz Suisse Life promptly.
- ⁴ Allianz Suisse Life may, with the approval of the responsible authority, adjust the collective rate schedule in whole or in part, and may thus unilaterally increase premiums during the term of the current Insurance Contract on the basis of the approved adjustment of the rate schedule.
- ⁵ If the change to the rate schedule results in a material change to the Insurance Contract, the policyholder shall be notified in writing of these changes at least six months before they take effect. In such cases, the Insurance Contract may be terminated with a notice period of thirty days, effective on the date when the change is to enter into force.
- ⁶ The following are considered to be significant changes to the Insurance Contract:
 - a) an increase in those premiums that do not correspond to savings credits by at least the amount prescribed by law within the period specified by law, or

- b) a reduction in the conversion rate leading to a reduction in the insured persons' retirement benefits to at least the amount prescribed by law, or
- c) a loss of full reinsurance cover.

⁷ Allianz Suisse Life and the Foundation remain tied to the contract with the collective premium rate schedules adjusted in that way as long as they do not have a right, on the basis of the Special Terms and Conditions or mandatory legal provisions, to terminate the Insurance Contract.

4.2. Adjustment in line with inflation

A separate premium will be charged for the adjustment of disability and survivors' pensions in line with inflation.

4.3. Cost Schedule

Allianz Suisse Life also charges cost contributions pursuant to the approved Cost Schedule and the corresponding contributions for the fees and costs pursuant to Section 2.3.6 above.

4.4. Party owing premiums and contributions

- ¹ The party owing premiums and contributions to Allianz Suisse Life is the Foundation. The Foundation collects premiums and contributions from the employer. Allianz Suisse Life is authorised by the Foundation to claim premiums and contributions directly from the employer.
- ² The details of the premium payment obligations and default are set out exhaustively in Section 5.1 GTC BVG and the provisions for the premium account.

5. Duration and termination of the Insurance Contract

- 5.1. The Insurance Contract shall enter into force on the same date as the enrolment contract between the Foundation and the employer and shall have the same fixed duration as said enrolment contract.
- 5.2. The duration of the Insurance Contract shall be extended tacitly for a period of one year, starting on expiry of the fixed duration and thereafter on expiry of each one-year extension period.
- 5.3. The Foundation and Allianz Suisse Life have the right to reject the extension of the Insurance Contract by sending a written notification to the other contracting party. This notification must reach the other contracting party no later than six months before the beginning of the extension. If the extension is rejected on time, the Insurance Contract shall be terminated as of the date on which the rejected extension would have taken effect.
- 5.4. In addition, the Insurance Contract may be terminated for good cause. Good cause shall be deemed to exist exclusively:
 - a) In the event of an unforeseeable change in the legal requirements which makes it impossible to fulfil the contract
 - b) In the event of any circumstance that makes it unreasonable for the terminating party to continue the contract.

- 5.5. The Foundation is only permitted to terminate the Insurance Contract unilaterally if there is a material change to the contract as defined in Article 53f BVG.
- 5.6. Any breach by Allianz Suisse Life of its duty to provide information pursuant to Article 3 of the Insurance Contract Act (VVG) does not give rise to a right of termination on the part of the Foundation. Furthermore, neither Allianz Suisse Life nor the Foundation is entitled to withdraw from or terminate the Insurance Contract solely on the basis of the occurrence of a (partial) loss.
- 5.7. If the enrolment contract between the employer and the Foundation is terminated by the employer, this shall result in the termination of the corresponding Insurance Contract with effect from the same date if the new pension provider the employer is enrolling with or its insurer takes on the persons whose insurance policies are being terminated in accordance with the provisions below.
- 5.8. If the enrolment contract between the employer and the Foundation is terminated by the Foundation, this shall result in the termination of the corresponding Insurance Contract with effect from the same date. If the new pension provider which the employer is enrolling with or its insurer does not take on the persons whose insurance

policies are being terminated in accordance with the provisions below, passive insurance policies and insurance policies with current pensions will not be terminated.

- 5.9. On termination of the Insurance Contract, all insurance policies of all active insured persons shall be terminated in respect of the active component.
- 5.10. The following rule applies to passive insurance policies and insurance policies with current pensions on termination of the Insurance Contract:
- a) Insurance policies with current disability pensions and premium exemptions will be terminated as of the date on which the contract termination takes effect and

passive insurance policies with current waiting periods will be terminated with effect from the expiry of the longest waiting period specified in the contract.

- b) The other insurance policies with current pensions shall not be terminated.

- 5.11. On termination of the Insurance Contract, the surrender value of the terminated insurance policies shall be calculated on the basis of Section 11.2 GTC BVG. Allianz Suisse Life shall charge a cost contribution in accordance with the Cost Schedule for drawing up the statements. The Insurance Contract may not be converted into a paid-up policy.

6. Final provisions

- 6.1. Allianz Suisse Life may pay out insurance benefits on behalf of the Foundation directly to those entitled to claim from the Foundation.

- 6.2. Whenever required by law, this Insurance Contract may be amended without regard to the notice period.

- 6.3. Integral parts of the Insurance Contract:

- ¹ The following documents form integral parts of the Insurance Contract in their currently applicable editions:

- a) General Terms and Conditions for Collective Insurance (GTC BVG)

- b) Special Terms and Conditions for Collective Insurance with Rate Categories and Experience-based Rates for Disability Risk (BB KL TkErFT IV)

- c) Premium Account (Current Account) Rules

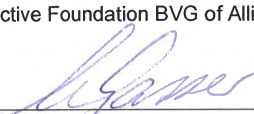
- d) The Cost Schedule (as per the group rate schedule)

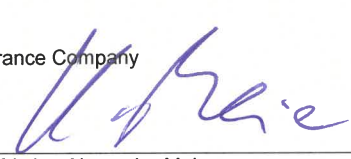
- ² The Allianz Suisse Life group rate schedule and the GTC BVG are audited by the supervisory authority (FINMA) as part of an approval procedure. FINMA's notification regarding the outcome of the audit (approval ruling) may be appealed. The GTC BVG applicable to the existing contract will be notified to the Foundation in advance.

- 6.4. This Insurance Contract is valid from 1 January 2024 and replaces all previous insurance contracts with effect from this date.

Wallisellen, 13.12.2023

Collective Foundation BVG of Allianz Suisse Life Insurance Company


Leila Gasser
Chairwoman of the Board of Trustees


Dr Kristian Alexander Meier
Vice-Chairman of the Board of Trustees

Wallisellen, 11.12.23

Allianz Suisse Life Insurance Company Ltd


Monika Behr
Head of Life


Yves Barbezat
Head of Group Life