

## **Pension Rules**

### **Part 2**

### **General Terms and Conditions (GTC)**

### **Appendices 1 – 3**

**Version of 01.2024**

#### **Appendix 1**

Voluntary distribution of free funds and any employer contribution reserves

#### **Appendix 2**

Partial liquidation regulations

#### **Appendix 3**

Provisions on pension settlements in the event of divorce

## Appendix 1

### Voluntary distribution of free funds and any employer contribution reserves

#### 1. Requirements for partial liquidation of the pension scheme

- <sup>1</sup> Distribution is based on a decision taken by the responsible body during the term of the contract.
- <sup>2</sup> As part of the relevant distribution plan, all collective funds accrued in the pension scheme are included in full in the distribution and the criteria and beneficiaries specified in Section 2 are taken into account in the distribution plan.
- <sup>3</sup> Insured persons and pensioners are notified of the principal features of the distribution.

#### 2. Distribution plan

##### 2.1. Free funds

- <sup>1</sup> As a general rule, the distribution plan must be based on the following equally weighted criteria:
  - a) age on the reference date
  - b) last reported annual salary
  - c) the retirement assets of active members and annuity capital of pensioners on the reference date
  - d) number of full insurance years on the reference date

The greater the age, the higher the annual salary, the larger the retirement assets or annuity capital and the higher the number of insurance years, the larger the individual's share of the distribution.

- <sup>2</sup> The following persons are included in the distribution:
  - a) all active insured persons on the reference date
  - b) all retirement and disability pensioners on the reference date
  - c) all former insured persons who departed up to three years before the reference date.

##### 2.2. Free funds and employer contribution reserves

Where employer contribution reserves are to be distributed according to the employer's wishes, these are allocated - once outstanding premiums have been paid off - to the free funds and then divided up as a whole in accordance with Section 2.1 .

#### 3. Implementation

##### 3.1 Time of distribution

If the distribution differs from the principles set out in this Appendix, the distribution plan is executed once it has been duly signed by the responsible body. Otherwise it is executed after being drawn up and does not need to be signed.

##### 3.2 Means of distribution

- <sup>1</sup> Each beneficiary's share of the distribution is credited to their retirement assets or annuity capital. In the case of pension plans without a savings component, the share is transferred to the pension provider which manages the basic insurance. If the basic insurance is not managed by an Allianz Suisse Life collective foundation, the transfer will only be made after the employer has provided the Foundation with the necessary information.
- <sup>2</sup> If allocation to the annuity capital is not possible in the case of pensioners, their share may be transferred directly to the beneficiary.
- <sup>3</sup> If allocation to the retirement assets is not possible because the beneficiary was able to assert a claim for cash payment, the share from the distribution is also transferred directly to the beneficiary.
- <sup>4</sup> If allocation is not possible because the beneficiary fails to provide transfer details, his or her share is automatically transferred to the National Substitute Pension Plan six months after initial notification of the planned distribution.

#### 4. Minimum amounts

- <sup>1</sup> The Foundation sets minimum amounts for the total funds to be distributed or for the share to be allocated to each beneficiary.
- <sup>2</sup> If these minimum amounts are not reached, the group of beneficiaries is adjusted in order to keep the costs incurred commensurate with the funds to be distributed.
- <sup>3</sup> The Foundation periodically reviews the suitability of these measures.
- <sup>4</sup> The amount of the share to be allocated to each beneficiary may not be less than CHF 200 or more than CHF 500.

#### 5. Costs

- <sup>1</sup> The creation of a distribution plan and the distribution give rise to the costs set out in the currently applicable Cost Schedule.
- <sup>2</sup> Extraordinary expenses in connection with the handling of objections and complaints, in particular in relation to any expert opinions which have to be obtained, may be invoiced separately to the pension scheme in question.

#### 6. Cases with no specific provision

The Foundation deals with distribution cases not explicitly covered in this Appendix by applying its provisions mutatis mutandis, taking account of statutory regulations.

## Appendix 2 Partial liquidation regulations

### 1. Partial or total liquidation

#### 1.1. Fundamentals

<sup>1</sup> If the pension scheme is partially or entirely liquidated, there is an individual entitlement to its group funds in addition to transfer values.

<sup>2</sup> The pension scheme's group funds are its free funds, plus, in the event of its total liquidation, such portion of the employer contribution reserves as is not required to meet outstanding contributions or costs.

#### 1.2. Requirements for partial liquidation of the pension scheme

<sup>1</sup> The preconditions for partial liquidation are presumed to have been met if:

- a) within one year there is a significant reduction in the workforce and consequently in the number of persons insured with the Foundation
- b) a restructuring of the employer's company results in a considerable number of individual departures
- c) as part of a restructuring of the employer's company a large number of insured persons transfers jointly to a new pension scheme (collective transfer)

d) the enrolment contract is annulled but not all insurance policies are terminated, with a significant number of persons (pensioners) remaining covered by the Foundation.

<sup>2</sup> "Significant" in paragraph 1 means that the number of persons affected by the reduction (clause a) or the transfer (clause b) or remaining insured by the Foundation (clause c) is as follows: 2 to 29 persons - at least 30%, 30 to 69 persons - at least 25%, 70 to 99 persons - at least 15%, 100 persons or more - at least 10%.

#### 1.3. Preconditions for total liquidation of the pension scheme

The preconditions for total liquidation are met if:

- a) the employing company undergoes total liquidation
- b) the employing company goes bankrupt and therefore no longer exists.

#### 1.4. Reporting obligation in the event of partial or total liquidation

All preconditions of partial or total liquidation must be reported to the Foundation without delay.

### 2. Distribution

#### 2.1. Fundamentals

<sup>1</sup> In the event of a compulsory distribution prescribed by law, regardless of whether the departure is individual or collective, only individual entitlements to the distributable funds exist.

<sup>2</sup> The distribution plan for a compulsory distribution prescribed by law includes all group funds held in the pension scheme, and must take account of the criteria and group of beneficiaries set out in Sections 3 and 4.

<sup>3</sup> The reference date for distribution if the requirements have been fulfilled is

- in accordance with Section 1.2 paragraph 1 a) the 31 December after the end of the year in which there was a substantial reduction in headcount and - consequently - in the number of insured persons;
- in accordance with Section 1.2 paragraph 1 b) the 31 December following the decision taken by the employer;
- in accordance with Section 1.2 paragraphs 1c) and d) the last day of the month in which the collective transfer is made;
- in accordance with Section 1.2 paragraph 1d) the last day of the month in which the employment relationship is terminated.

<sup>4</sup> Insured persons and pensioners are notified of the principal features of the distribution. They are entitled to submit legitimate objections in writing within 30 days to the relevant Pension Commission (in the cases set out under Section 1.2 paragraphs 1a) - c)) or Allianz Suisse Life (in the case of Section 1.2 paragraph 1 d)). Moreover, the insured persons concerned have the possibility to have the requirements, the procedure and the distribution plan reviewed by the relevant supervisory authority within 30 days by lodging a complaint, if their objections were not approved.

<sup>5</sup> If the decisive assets or liabilities change by at least 5% between the reference date for the partial or total liquidation and implementation of the distribution plan, the distributable collective funds will be adjusted accordingly.

#### 2.2. Distribution plan on the partial liquidation of the pension scheme

##### 2.2.1. Free funds

<sup>1</sup> As a general rule, the distribution plan must be based on the following equally weighted criteria:

- a) age on the reference date
- b) last reported annual salary
- c) the retirement assets of active members and annuity capital of pensioners on the reference date
- d) number of full insurance years on the reference date

The greater the age, the higher the annual salary, the larger the retirement assets or annuity capital and the higher the number of insurance years, the larger the individual's share of the distribution.

<sup>2</sup> The following persons are included in the distribution:

- a) all active insured persons on the reference date
- b) all retirement and disability pensioners on the reference date
- c) all former insured persons who departed up to three years before the reference date.

#### 2.3. Distribution plan on the total liquidation of the pension scheme

<sup>1</sup> In the event of a compulsory legally prescribed distribution in consequence of the total liquidation of the pension scheme, the distribution plan is prepared in accordance with the principles of Section 2.2.

<sup>2</sup> If on the total liquidation of the pension scheme employer contribution reserves are also available, then after the deduction of outstanding premiums these are added to free funds and a distribution plan is prepared in accordance with the principles of Section 2.2.

## 2.4. Implementation

### 2.4.1. Timing of partial or total liquidation

- <sup>1</sup> The distribution plan is implemented after it has legally come into force.
- <sup>2</sup> The distribution plan is legally in force if:
  - a) no beneficiary has submitted a written objection to the authority indicated in Section 2.1 paragraph 4 within the 30-day period stipulated in the initial letter of notification,
  - b) beneficiaries have approached the supervisory authority within the 30-day period stipulated in the initial letter of notification, but their objections were informally rejected by the supervisory authority and no attempt was made to obtain a contestable directive from the supervisory authority within a further 30-day period of the informal rejection,
  - c) the supervisory authority was asked for a contestable directive within 30 days of the informal rejection, and the ensuing legal proceedings resulted in the preconditions, the procedure and the distribution plan being pronounced legal.

### 2.4.2. Means of distribution

- <sup>1</sup> The beneficiaries' share of the distribution is credited to their retirement assets or annuity capital.
- <sup>2</sup> If allocation to the annuity capital is not possible in the case of pensioners, their share may be transferred directly to the beneficiary.
- <sup>3</sup> If allocation to the retirement assets is not possible because the beneficiary was able to assert a claim for cash payment, the share from the distribution is also transferred directly to the beneficiary.
- <sup>4</sup> If allocation is not possible because the beneficiary fails to provide transfer details, his or her share is au-

tomatically transferred to the National Substitute Pension Plan six months after initial notification of the planned distribution.

## 2.5. Minimum amounts

- <sup>1</sup> The Foundation sets minimum amounts for the total funds to be distributed or for the share to be allocated to each beneficiary.
- <sup>2</sup> If these minimum amounts are not reached, the group of beneficiaries is adjusted in order to keep the costs incurred commensurate with the funds to be distributed.
- <sup>3</sup> The Foundation periodically reviews the suitability of these measures.
- <sup>4</sup> The amount of the share to be allocated to each beneficiary may not be less than CHF 200 or more than CHF 500.

## 2.6. Costs

- <sup>1</sup> The creation of a distribution plan and the distribution give rise to the costs set out in the currently applicable Cost Schedule.
- <sup>2</sup> Extraordinary expenses in connection with the handling of objections and complaints, in particular in relation to any expert opinions which have to be obtained, may be invoiced separately to the pension scheme in question.

## 2.7. Cases with no specific provision

The Foundation deals with distribution cases not explicitly covered in these regulations by applying its provisions *mutatis mutandis*, taking account of statutory regulations.

## 3. Entry into force

These regulations enter into force with the approval of the responsible supervisory authority on the date of the corresponding decision by the Board of Trustees. They apply to all partial liquidations as of this date which are reported to the Foundation after this date.

For partial liquidations prior to these regulations, the Partial Liquidation Regulations of 23 November 2006 apply (date of decree of the former supervisory authority), taking the ordinance provisions of BVV 2 amended on 1 June 2009 into account.

## Appendix 3

### Provisions on pension settlements in the event of divorce

<b>1. Launch</b>	
<p>1.1. The provisions of this Appendix set out the rights and obligations of the Foundation in relation to the obligated spouse who is insured with the Foundation and the entitled spouse who is insured with the Foundation in connection with the divorce pension settlement laid down by the court. It also defines the rights and obligations of the Foundation in relation to entitled spouses who are not insured with the Foundation.</p> <p>1.2. The provisions of this Appendix take precedence over any differing regulations in the General Terms and Conditions (GTC) and the Special Rules (SR).</p>	<p><sup>2</sup> If the (obligated) spouse insured with the Foundation carried out an early withdrawal for the purchase of residential property in the period between marriage and initiation of the divorce proceedings, the early withdrawal is not taken into account in transfer value settlements performed after the occurrence of disability (Article 22a (4) FZG).</p> <p><sup>3</sup> The predefined tables (Article 22b FZG) are applicable to calculations of transfer values for people who married before 1 January 1995.</p> <p><sup>4</sup> The following are not included in the division:</p> <ul style="list-style-type: none"> <li>- The retirement assets increased by interest at the BVG minimum rate until the initiation of the divorce proceedings which had already been accumulated at the time of marriage</li> <li>- The one-off deposits (purchases) made from the insured person's own property after marriage and increased by interest until the initiation of divorce proceedings</li> <li>- Cash and lump-sum payments between marriage and the initiation of the divorce proceedings</li> </ul>
<b>2. Pension settlement in the event of divorce before retirement</b>	
<p>2.1. Transfer value settlement prior to occurrence of disability</p> <p><sup>1</sup> If disability has not occurred when the divorce proceedings are initiated, the transfer value accrued by the (obligated) spouse insured with the Foundation from marriage to the date on which the divorce proceedings are initiated is divided up as ordered by the court.</p> <p><sup>2</sup> If, at the time the divorce proceedings are initiated, the (obligated) spouse has reached normal retirement age under the Pension Rules but has deferred drawing his or her retirement benefits, the retirement assets accrued with the Foundation at the time of initiation of the divorce proceedings will be divided up like a transfer value as ordered by the court.</p> <p>2.2. Hypothetical transfer value settlement after occurrence of disability</p> <p><sup>1</sup> If, at the time the divorce proceedings are initiated, the (obligated) spouse insured with the Foundation has become fully or partially disabled, the hypothetical transfer value to which the disabled spouse would be entitled if he or she were no longer disabled (passive portion of retirement assets), calculated from marriage to the date on which the divorce proceedings are initiated, is divided up as ordered by the court.</p> <p><sup>2</sup> If, at the time the divorce proceedings are initiated, the (obligated) spouse insured with the Foundation is partially disabled, the active portion of the retirement assets accrued by the (obligated) spouse insured with the Foundation from marriage to the date on which the divorce proceedings are initiated is also divided up as ordered by the court.</p> <p><sup>3</sup> If the Foundation only pays the (obligated) spouse insured by it a reduced disability pension (or no disability pension at all) due to overcompensation on account of concurrence with benefits under compulsory accident insurance or military insurance, the hypothetical transfer value defined in paragraph 1 can still be used for the settlement as ordered by the court.</p>	<p>2.4. Transfer of the transfer value by the Foundation (Article 22c FZG)</p> <p><sup>1</sup> The Foundation records the fact that the transfer value of the insured (obligated) spouse insured with the Foundation does not contain any BVG retirement assets and forwards this information together with the transfer to the (entitled) spouse's pension fund or vested benefits foundation.</p> <p><sup>2</sup> The Foundation transfers the transfer value to the entitled spouse's pension fund or vested benefits foundation or, subsidiarily, to the BVG Substitute Occupational Benefit Institution.</p> <p><sup>3</sup> The provisions of the GTC entitled "Transfer to the new pension provider", "Maintenance of insurance cover in another form" and "Cash payment" apply to the transfer of the transfer value to the entitled spouse mutatis mutandis.</p> <p>2.5. Acceptance and crediting of the transfer value in favour of the (entitled) spouse insured with the Foundation</p> <p><sup>1</sup> The Foundation will only accept a transfer value in favour of the (entitled) spouse insured with it if the SR provide for a savings process with the accrual of retirement assets.</p> <p><sup>2</sup> The Foundation obtains information from the obligated spouse's pension fund or vested benefits foundation on how the transfer value from the obligated spouse's pension fund or vested benefits foundation is divided up into BVG retirement assets and other retirement assets.</p> <p><sup>3</sup> The amount of the BVG retirement assets which exceeds this will not be accepted by the Foundation and must be transferred by the obligated spouse's pension fund or vested benefits foundation in favour of the (entitled) spouse insured with the Foundation to the vested benefits foundation designated by the latter or, subsidiarily, to the Substitute Occupational Benefit Institution.</p> <p><sup>4</sup> If the (entitled) spouse insured with the Foundation has reached normal statutory retirement age without his or her entitlement to retirement benefits coming into force, the transfer value to be transferred to him or her will not be credited to his or her retirement assets and the Foundation will not accept the transfer.</p>
<p>2.3. Object of the division</p> <p><sup>1</sup> If the (obligated) spouse insured with the Foundation carried out an early withdrawal for the purchase of residential property in the period between marriage and initiation of the divorce proceedings, the capital outflow and loss of interest resulting from the early withdrawal are deducted from the retirement assets accrued prior to marriage and between marriage and the date of the early withdrawal on a pro-rata basis (Article 22a (3) of the Swiss Federal Law on Vesting in Pension Plans (FZG)) in the event of a transfer value settlement before the occurrence of an insured event.</p>	<p>2.6. Repurchase after transfer of retirement assets</p>

- <sup>1</sup> The (obligated) spouse insured with the Foundation may repurchase benefits up to the amount of the transfer value transferred by the Foundation (active portion of retirement assets) if no insured event has occurred at the time of the repurchase.
  - <sup>2</sup> There is no entitlement to make repurchases after the transfer of the hypothetical transfer value to which the disabled spouse would be entitled if he or she were no longer disabled (passive portion of retirement assets).
  - <sup>3</sup> The amounts paid back in are credited to the BVG retirement assets and the other retirement assets in the same proportion as the transfer value was debited to them.
- 2.7 Adjustment of disability pension of (obligated) spouses insured with the Foundation
- <sup>1</sup> If, under the SR, the retirement assets accrued up to the commencement of the entitlement to a disability pension are not included in the calculation of the disability pension, the calculation of the disability pension is not adjusted as a result of the transfer of the transfer value in favour of the entitled spouse.
  - <sup>2</sup> If, under the SR, the retirement assets accrued up to the commencement of the entitlement to a disability pension are included in the calculation of the disability pension, the following regulation applies to the adjustment of the disability pension following transfer of the transfer value to the entitled spouse:
    - If the incapacity whose cause leads to the disability (start of waiting period) occurs after the divorce settlement takes legal effect, the calculation of the disability pension is adjusted.
    - If the incapacity whose cause leads to the disability (start of waiting period) occurs before the divorce settlement takes legal effect, the disability pension is not recalculated.

This also applies if the insured event of disability only occurs after the transfer of the transfer value to the entitled spouse.
  - <sup>3</sup> If the calculation is adjusted, the disability pension is also adjusted to the extent that it is reduced because a balance in the amount of the portion of the transfer value transferred to the entitled spouse is missing from the calculation. A disability pension that is ongoing at the time of the transfer may not be reduced by any more than the ratio of the transferred portion of the hypothetical retirement assets at the initiation of the divorce proceedings to the total hypothetical retirement assets before the transfer. Recalculations of ongoing disability pensions are carried out in accordance with the provisions of the Pension Rules which applied at the time the disability pension was calculated.

- 2.8 Adjustment of disability pension of (entitled) spouses insured with the Foundation
- <sup>1</sup> If, under the SR, the retirement assets accrued up to the commencement of the entitlement to a disability pension are not included in the calculation of the disability pension, the calculation of the disability pension is not adjusted following the receipt and crediting of the transfer value.
  - <sup>2</sup> If, under the SR, the retirement assets accrued up to the commencement of the entitlement to a disability pension are included in the calculation of the disability pension, the following regulation applies to the adjustment of the disability pension following receipt and crediting of the transfer value:
    - If the incapacity whose cause leads to the disability (start of waiting period) occurs after the divorce settlement takes legal effect, the calculation of the disability pension is adjusted.

- If the incapacity whose cause leads to the disability (start of waiting period) occurs before the divorce settlement takes legal effect, the disability pension is not recalculated.
- This also applies if the insured event of disability only occurs after receipt and crediting of the transfer value.

### **3. Pension settlement in the event of divorce after retirement**

#### **3.1. Retirement pension settlement after retirement**

- <sup>1</sup> If the (obligated) spouse insured with the Foundation at the time of initiation of the divorce proceedings is entitled to a retirement pension, this pension will be divided up as ordered by the court.
- <sup>2</sup> The portion of the pension assigned to the entitled spouse from the (obligated) spouse insured with the Foundation is converted by the Foundation into a lifelong pension on the date on which the divorce takes legal effect.
- <sup>3</sup> The conversion is performed using the formula prescribed by the Federal Council that is applicable when the divorce settlement takes legal effect (see Article 19h of the Appendix to the Vested Benefits Ordinance (FZV)).
- <sup>4</sup> The entitled spouse informs the Foundation in writing of whether the lifelong pension is to be transferred as a lump sum or a pension.
- <sup>5</sup> Lump-sum transfers will take place no later than 30 days after the Foundation receives the notification.

#### **3.2. Transfer by the Foundation of the lifelong pension or lump-sum payment for which the entitled spouse is eligible**

- <sup>1</sup> If the entitled spouse is eligible for a full disability pension or has reached the minimum age for early retirement applicable at his or her pension fund, he or she may request that the lifelong pension or lump-sum payment be paid/made directly to him or her.
- <sup>2</sup> If the entitled spouse is eligible for a retirement pension or has reached normal retirement age, the Foundation will pay the lifelong pension or lump-sum payment directly to him or her. The entitled spouse may request that these payments be transferred to his or her pension fund if he or she is not yet eligible for a retirement pension and can still make purchases on the basis of that pension fund's pension rules.
- <sup>3</sup> As a rule, the Foundation pays directly payable pensions to the entitled spouse quarterly in advance on 1 January, 1 April, 1 July and 1 October. If the pension does not begin on one of these dates, it is calculated on a pro-rata basis.
- <sup>4</sup> If there is no direct payment to the entitled spouse, the Foundation will transfer the lifelong pension to the entitled spouse's pension fund or vested benefits foundation or, subsidiarily, to the BVG Substitute Occupational Benefit Institution.
- <sup>5</sup> This transfer will comprise the pension owed for one calendar year and must be paid by 15 December of the year in question. If, during the year in question, the entitled spouse becomes eligible for direct payment due to age or disability or dies, the transfer will comprise the pension owed from the beginning of the year until this point. The Foundation shall pay interest on the annual transfer at a rate of half the interest rate applicable under the Pension Rules for the year in question.
- <sup>6</sup> The Foundation records the shares of BVG retirement assets and other retirement assets in the insured (obligated) spouse's lifelong pension or lump-sum payment and forwards this information together with the transfer to the (entitled) spouse's pension fund or vested benefits foundation.



<sup>7</sup> If the entitled spouse switches to a different pension fund or vested benefits foundation, he or she must notify the Foundation by no later than 15 November of the year in question.

3.3. Acceptance and crediting by the Foundation of the lifelong pension or lump-sum payment for which the (entitled) spouse insured with the Foundation is eligible

<sup>1</sup> The Foundation will only accept a lifelong pension or lump-sum payment due to the (entitled) spouse insured with it if the SR provide for a savings process with the accrual of retirement assets.

<sup>2</sup> The Foundation obtains information from the obligated spouse's pension fund or vested benefits foundation on how the lifelong pension or lump-sum payment from the obligated spouse's pension fund or vested benefits foundation is divided up into BVG retirement assets and other retirement assets.

<sup>3</sup> The amount of the BVG retirement assets which exceeds this will not be accepted by the Foundation and must be transferred by the obligated spouse's pension fund or vested benefits foundation in favour of the (entitled) spouse insured with the Foundation to the vested benefits foundation designated by the latter or, subsidiarily, to the Substitute Occupational Benefit Institution.

#### 4. Calculation of transfer value and retirement benefits in the event of retirement during the divorce proceedings (Article 22a (4) FZG)

4.1. If the (obligated) spouse insured with the Foundation reaches retirement age as an active insured person or disability pension recipient and is entitled to a retirement pension, the following shall apply:

<sup>1</sup> If the (obligated) spouse insured with the Foundation retires during the divorce proceedings, the Foundation may reduce the part of the transfer value to be transferred and the retirement benefits.

<sup>2</sup> The retirement pension will be recalculated as of the pension start date and reduced to the extent that its calculation would have been based on assets reduced by the transferred amount of the transfer value.

<sup>3</sup> One half of the amount by which the retirement pension payments would have been reduced prior to the entry into force of the divorce settlement if the calculation had been based on assets reduced by the transferred amount of the transfer value is deducted from the transfer value to be transferred in favour of the entitled spouse.

<sup>4</sup> The other half of this amount is converted into a lifelong pension on the date on which the divorce settlement enters into force in accordance with the Foundation's actuarial principles applicable to the original calculation of the retirement pension. The retirement pension of the obligated spouse reduced as set out in paragraph 2 is then additionally reduced by the amount of this lifelong pension. Pension shares paid out after the divorce settlement which exceed the retirement pension reduced as defined in paragraph 2 are offset - where permitted by law - against the retirement pension due.

4.2. If the (obligated) spouse insured with the Foundation reaches retirement age as an active insured person or disability pension recipient and is entitled to retirement capital, the following shall apply:

<sup>1</sup> If the (obligated) spouse insured with the Foundation retires during the divorce proceedings, the Foundation

may reduce the part of the transfer value to be transferred and the retirement benefits.

<sup>2</sup> If there is an entitlement to retirement capital, the due date for payment of the retirement capital will be deferred until the divorce settlement takes legal effect. During the deferral period, the Foundation will pay the obligated spouse advance benefits in the form of a retirement pension, deducting them from the retirement capital.

<sup>3</sup> One half of the amount by which these advance benefits would have been reduced prior to the entry into force of the divorce settlement if the calculation had been based on assets reduced by the transferred amount of the transfer value is deducted from the transfer value to be transferred in favour of the entitled spouse.

<sup>4</sup> The advance benefits paid by the Foundation prior to the entry into force of the divorce settlement and reduced by the transfer value to be transferred as per paragraph 3 are deducted upon entry into force of the divorce settlement from the retirement capital reduced as a result of the transfer of the transfer value (without a deduction as per paragraph 3) of the (obligated) spouse insured with the Foundation.

#### 5. The Foundation's notification obligations

In the event of divorce or the court dissolution of a registered partnership, the Foundation must provide the insured person or the court on request with information about:

- The amount of the assets which will be used in the calculation of the transfer value that is to be divided up
- The proportion of BVG retirement assets in the insured person's total assets
- Whether and by what amount early withdrawals as part of the home-ownership promotion scheme have been deducted from the transfer value
- The amount of the transfer value at the time of any early withdrawal
- Whether and by what amount the transfer value or pension benefits have been pledged
- The expected amount of the retirement pension if the spouse insured with the Foundation has requested to draw a pension by the applicable deadline
- Whether lump-sum payments have been made
- The amount of any ongoing disability or retirement pension
- Whether and by what amount a disability pension has been reduced, whether it has been reduced for the purposes of coordination with disability pensions from accident or military insurance and, if so, whether it would also have been reduced in the absence of an entitlement to children's pensions
- The amount of the transfer value that a disability pension recipient would be entitled to after termination of the disability pension
- The adjustment of the disability pension if an amount was transferred to the entitled spouse as part of a pension settlement
- Other information required to enforce the pension settlement

#### 6. Scope

This Appendix enters into force on 1 January 2019.