Pension Rules

Part 2
General Terms and Conditions (GTC)

Version of 01.2024

General Information on the Pension Rules

The Pension Rules of the Collective Foundation for Supplementary Occupational Benefits of Allianz Suisse Life Insurance Company Ltd consist of Part 1: Special Rules (SR) and Part 2: General Terms and Conditions (GTC). For information purposes, every insured person receives a pension certificate together with the associated information sheet.

The SR contain information specific to the pension plan that applies to the relevant pension scheme. They supplement the GTC with regard to the specific features of the plan or take precedence over them.

The GTC are equally valid for all pension plans of enrolled companies and apply without restriction, subject to provisions based on the individual agreed pension plan (SR).

The individual pension certificate reflects the insured person's specific pension situation in accordance with the pension plan. The provisions of the Pension Rules are authoritative.

The Pension Rules can be inspected at the employer's premises or obtained from Allianz Suisse Life, P.O. Box 8010, Zurich. The GTC are also published on the website.

The Foundation is authorised, but not obliged, to make further information and documentation relating to the Foundation and to its pension schemes available for download from www.allianz.ch. In particular, the special forms relating to pension provision, the collective insurance contract, the General Terms and Conditions for Collective Life Insurance, the Cost Schedule, the Premium Account Rules and the applicable interest and conversion rates, the Foundation's Articles of Incorporation, the Organisational Regulations, the Investment Regulations, the Partial Liquidation Regulations, details of changes to these documents, the names of members of the Board of Trustees and the Foundation's annual financial statements and annual report may be published on the Internet. The Foundation is entitled to restrict or discontinue publication on the Internet at any time.

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0. Terms and legal basis

Terms

Foundation
Collective Foundation for Supplementary Occupational Benefits of Allianz Suisse Life Insurance Company, Wallisellen

Allianz Suisse Life
Allianz Suisse Life Insurance Company Ltd, Wallisellen

Employer
An enrolled company

Basic pension insurance
A company pension with a registered pension provider

Pension scheme
The employer's pension fund established with the Foundation

Employees
Persons employed by the employer

Group of insured persons/insured persons
All employees and self-employed employers insured in a pension plan

Pension Commission
Governing body of the pension scheme

Board of Trustees
The supreme governing body of the Foundation

WEF early withdrawal
Withdrawal for the purposes of home-ownership promotion

Normal retirement age
Reference age pursuant to Article 21 paragraph 1 AHVG

Legal basis

ATSG
Federal Act on the General Part of Social Security Law

BVG
Federal Act on Occupational Retirement, Survivors' and Disability Benefits

FZG
Federal Act on Vested Benefits in Occupational Retirement, Survivors' and Disability Benefits

AHVG
Federal Act on Retirement and Survivors' Insurance

IVG
Federal Disability Insurance Act

UVG
Federal Accident Insurance Act

MVG
Federal Military Insurance Act

ZGB
Swiss Civil Code

OR
Swiss Code of Obligations

SchKG
Federal Debt Collection and Bankruptcy Act

VAG
Federal Insurance Companies Supervision Act

DSG
Federal Data Protection Act

PartG
Federal Act on the Registered Partnership of Same-Sex Couples

1. General information

1.1 Pension provider

[1] The Foundation was established by Allianz Suisse Life as a supplementary occupational pension provider in accordance with Article 80 ff. ZGB and Article 331 ff. OR

[2] The Foundation has been entered in the Commercial Register. It is subject to legal supervision.

[3] The Foundation has not been entered in the Occupational Pensions Register

1.2 Purpose of pension provision

[1] The purpose of pension provision is to provide insured persons and those entitled to benefits under the Pension Rules with elective occupational insurance cover. Benefits under this pension plan must comply with the statutory principles of occupational pension provision, taking account of benefits under compulsory pension provision.

[2] These Pension Rules describe the rights and obligations of the Foundation, the insured persons and those entitled to benefits on the basis of the SR agreed for the relevant pension scheme. They also set out the conduct of the employer with regard to these. The Pension Rules particularly stipulate the legal entitlements of insured persons and their survivors in the event of retirement, death, disability and departure from the pension scheme, within the framework of the home-ownership promotion scheme and in the event of divorce or legal dissolution pursuant to the PartG.

[3] The specific pension plan that applies to the relevant pension scheme is reflected in the SR.

[4] For each pension scheme, the pension plan must conform to the principles of reasonableness, collectivity, equal treatment and orderliness, as well as to the insurance principle.

[5] If the employer enrols with one or more other pension providers (meaning that persons insured by the Foundation are also insured by other pension providers),

this must be reported to the Foundation without delay. In consultation with the pension providers involved, the employer must take precautions to ensure that the total pension benefits are commensurate. The Foundation is authorised to amend its pension plans if enrolment with other pension providers means that the total pension benefits are not commensurate.

1.3 Implementation of the employee benefits scheme

[1] The employer has concluded an enrolment contract with the Foundation for the provision of elective employee benefits.

[2] By concluding the enrolment contract, the employer and the Pension Commission acknowledge that Allianz Suisse Life will be responsible for administering employee benefits, implementing the Pension Rules and supplying information to insured persons. They shall notify beneficiaries and also third parties – where this is appropriate by virtue of legal provisions regarding data disclosure and the provision of information to insured persons – of their rights and obligations.

[3] The Foundation has concluded a collective insurance contract with Allianz Suisse Life for each pension scheme covering the risks of retirement, death and disability.

1.4 Board of Trustees / Pension Commission

The constitution, composition, quorum requirements, rights and obligations of the Board of Trustees and the Pension Commission are set out in the Organisational Regulations.

1.5 Cooperation

1.5.1 Reporting and notification obligations

[1] As a rule, the employer, the insured person and the beneficiaries are obliged to provide the Foundation with all the data and supporting documentation that it requires in order to provide employee benefits (e.g. entry and departure forms, certificate of existence, official death certificate, grant of probate, medical certificates, disability insurance documentation, training/education certificates, family booklet etc.) and home-ownership promotion (e.g. purchase contract, contract for services, unit certificates, pledge agreement, mortgage contract, extract from the land register etc.) within 30 days. The reporting and notification obligation relates in particular to:

a) Reporting changes of name or address
b) Registering the entry of a new member and the departure of a former member of the group of persons required by the Pension Rules to be covered at the commencement and termination of the employment contract or the insurance obligation (including information on previous and future benefit provision)
c) Reporting the personal data required for the provision of employee benefits and any changes to it
d) Providing information on the fitness for work of persons who are or are to be insured, particularly regarding the commencement and termination of incapacity
e) Reporting the (projected) AHV annual salaries of the persons who are or are to be insured for the current insurance year (commencing at the contractual reference date – as a rule on 1 January)
f) Reporting major changes that might have effects on benefit provision, notably the conclusion of changes to or suspension of daily benefits insurance that would have a substantial impact on the commencement – or, where applicable, the delay of benefit payments by the Foundation (duration of waiting period)
g) Reporting incidences of retirement, death and disability and submitting supporting documentation
h) Providing information on eligible income for the calculation of overpayment or the coordination of insurance benefits
i) Reporting that circumstances giving rise to an entitlement have changed or no longer apply, such as reaching retirement age, changes in the degree of incapacity, death, remarriage, etc.)
j) Notification of the employer's enrolment with another occupational pension provider
k) Information related to a purchase about balances pursuant to Section 5.4.1 paragraph 3 that could reduce the maximum purchase amount

[2] The provisional continuation of insurance and maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension (Article 26a BVG) is subject to special reporting and notification obligations:

a) For three years after the reduction or termination of the IV disability pension, employers of employees whose insurance is provisionally continued at the Foundation or another pension provider in accordance with Article 26a BVG must indicate, together with the salary notification, since when a reduced IV disability pension or no IV disability pension at all has been paid.
b) Where the employee leaves his/her job and takes up new employment, the insured person must inform the Foundation of his/her most recent salary in his/her previous job for three years after the reduction or termination of the IV disability pension.
c) Once three years have elapsed since the reduction or termination of the IV disability pension, the employer must register the employee with the pension provider without delay.

[3] Special obligations in the event of unfitness for work:

a) The employer is required to notify the Foundation immediately in writing of the total or partial incapacity for work of an insured person once the insured person has been at least 40 percent incapacitated or has been incapacitated at the minimum rate stipulated in the SR for more than 30 days within 90 days of first becoming incapacitated. The Foundation will thereupon provide the employer with the insurance benefits application form, which it must return to the Foundation, fully completed and signed, within 30 days of the postmark date.
b) If the insured person has been at least 40 percent incapacitated or has been incapacitated at the minimum rate stipulated in the SR for more than 30 days within 90 days of first becoming incapacitated, the employer must call on the insured person to apply for preliminary registration with the Swiss Federal Disability Insurance (IV). The Foundation may also call on the insured person to make such an application.
c) The insured person must register with the IV within 30 days of the expiry of the specified period or of being called upon to do so by the employer or the Foundation. This is designed to achieve the primary objective of the IV, namely the insured person's return to work.

4 Special obligations in the event of multiple insurance cover:

a) If the insured person is covered by more than one insurance scheme and the total of all his or her AHV-relevant salaries and income is more than ten times the upper limit under the BVG (= 10 x 300 percent of the maximum AHV retirement pension), he or she must provide the Foundation and every other insurer with information on the totality of his or her insurance cover and on the salaries and income insured.

b) If the employer joins one or more other pension providers and persons insured by the Foundation are consequently simultaneously insured elsewhere, it must notify the Foundation accordingly without delay.

5 The forms provided by the Foundation for supplying particular details, reports and information must be used by the employer, the Pension Commission, insured persons, pensioners and other beneficiaries.

6 All details, reports and information must be supplied to the Foundation in writing, signed as accurate, within 30 days of the relevant circumstances becoming known. The same applies to papers, documentation, certificates and evidence required by the Foundation for the assessment of a situation and for cooperation with IV agencies. Until such information and documentation are supplied to it, the Foundation is entitled not to take the action it would otherwise have been required to take. It shall in particular not be liable to pay compensation for damages or to pay interest on delayed benefits unless required by law to do so. However, with regard to the notification of AHV annual salary in accordance with Section 1.5.1. paragraph 1 letter e, the employer is obliged to notify the Foundation of the current salary by 30 June of the relevant insurance year at the latest.

7 If the reporting and notification obligations have been breached and, through no fault of its own, the Foundation becomes liable towards third parties, especially towards insured persons, pensioners and other beneficiaries, for benefits that have not been adequately financed through premium payments by the employer, the person responsible for such breaches shall fully indemnify the Foundation for the ensuing costs and expenses.

1.5.2 Duty of loss mitigation

1 Under the duty of loss mitigation, insured persons are obliged to do whatever possible, of their own accord, to improve their ability to work in their current profession or area of activity.
In particular, they are obliged

- to take every opportunity to find, accept or retain an occupation that can be reasonably adapted to their disability.
- to make all possible and reasonable adjustments in their profession or area of activity so as to make the best possible use of their remaining ability to work.
- to undergo reasonable medical treatment, providing this is capable of improving their ability to work to such an extent that the pension can be reduced or terminated. It is irrelevant whether or not the Foundation covers the costs of medical treatment.
- under certain circumstances to relocate if there are suitable opportunities for employment in another area. Insured persons must actively cooperate with all reasonable measures aimed at retaining their current job or enabling their (re-)integration into the workplace.

2 Insured persons are obliged to provide information and act in a cooperative manner and must undergo all prescribed, reasonable clarification and (re-)integration measures and actively contribute to the success of the (re-)integration measures. They must also be available for the necessary medical examinations and, if resident abroad, to undergo the clarifications needed to assess their pension entitlement in Switzerland if required.

3 A violation of the duty of loss mitigation will, subject to alternative legal provisions, result in a reduction of benefits. This is assessed taking into account the full circumstances of the matter according to the severity of the culpable behaviour on the part of the insured person, the severity of the health impairment, and any mitigating circumstances.

1.5.3 The Foundation's and the insured person's duty to inform

1 The Foundation shall provide employers enrolled with it, insured persons and other beneficiaries with the information prescribed by law and specified in the Pension Rules.

2 The Foundation is obliged, each year, to provide the insured person, in a suitable manner, with information on benefit entitlements, coordinated salary, contribution rate, retirement assets, organisation, financing and the members of the Board of Trustees.

3 It is not obliged to provide other information not prescribed by law or by these Pension Rules. In all cases, additional information will only be supplied against full reimbursement of all costs thereby incurred.

4 Insured persons are obliged to retrieve information on the Foundation and the pension schemes regularly on the Internet from www.allianz.ch or request that the appropriate publications be sent to them.

1.6 Liability

1 Subject to any overriding legal provisions, the Foundation declines all liability for the consequences of breaches of reporting and notification obligations by the employer, insured persons or beneficiaries. The right to claim recovery and compensation is reserved.

2 The insured person is under a contractual liability to compensate the Foundation in respect of any breach of the present Pension Rules (breach of the pension contract).

1.7 Data management and protection and privacy

1 Allianz Suisse Life is provided with data relating to the insured person arising from application documents or from the implementation of the pension relationship. Allianz Suisse Life passes such insurance-related data to other insurance providers, i.e. to co-insurers and reinsurers, to the extent that this is necessary for occupational-benefits purposes. By agreement, Allianz Suisse Life may transfer the processing of data to third parties in Switzerland and abroad, provided that statutory data protection regulations guarantee an appropriate level of data protection and the third parties are subject to a legal duty of confidentiality or have undertaken to uphold such a duty.

2 In the event of recovery from a liable third party, data pertaining to the recourse claim may be disclosed to the liable third party or that party's liability insurance provider.

3 To prevent/combat misuse and unjustified benefit payments, the Foundation or Allianz Suisse Life may, in compliance with the principles of proportionality and data protection and in the event of justified suspicion of misuse, adopt surveillance and observation

measures or delegate these tasks as required to carefully selected third parties which are subject to the same business secrecy obligation and which have undertaken to uphold the corresponding duty of confidentiality.

4 The Foundation and all involved insurance companies shall take the measures legally prescribed to ensure that data are handled in accordance with data protection requirements.

5 The provisions of the Data Protection Act (DSG) shall apply, in particular with regard to the processing of personal data, the inspection of documentation, the confidentiality obligation, data disclosure and official and administrative assistance.

6 Further information, including on further uses and recipients of the data and the associated rights, can be found in the data protection statement at http://www.allianz.ch/privacy.

2. Definitions

2.1 Age

1 A person's age is the age he or she has actually reached, expressed in whole years and months. The time from birth to the beginning of the following month is disregarded.

2 For the calculation of retirement credits, a person's age is the difference between the current calendar year and the year of his or her birth.

2.2 Insurance year / reference date

The insurance year coincides with the calendar year. The reference date is 1 January.

2.3 Salary

2.3.1 Reported annual salary

1 The reported annual salary is the insured person's annual salary as reported by the employer when he or she joins the pension scheme or on the reference date. The reported annual salary applies throughout the insurance year. If the insured person is not employed for the entire year, his or her salary is pro-rated to derive an annual figure. Remuneration that is paid in addition to a fixed monthly salary (bonus payments, etc.) is not pro-rated to derive an annual figure.

2 If the person to be insured is only fit for part-time work on joining the pension scheme or on the reference date, his or her part-time salary applies.

3 Unless stipulated otherwise in the SR, the reported annual salary comprises the AHV salary paid by the employer, including

a) all remuneration paid on a regular basis for work performed and
b) contractually agreed or regular bonus payments and
c) compensation for any extraordinary working hours agreed with the insured person at the start of the insurance year (such as overtime and night work) and
d) any other contractually agreed or regular fringe benefits which count towards the decisive AHV salary

The reported annual salary does not include salary components that are only due occasionally, in particular:

a) long service awards and similar payments
b) bonus payments that are not contractually agreed and are paid only irregularly, severance payments
c) compensation for extraordinary working hours that are not previously agreed under the contract or are irregular
d) any other fringe benefits which count towards the decisive AHV salary but are not contractually agreed or are paid only irregularly.

5 Where salaries are subject to fluctuation, the annual salary can be determined in advance on the basis of the last known annual salary, taking account of any salary changes already agreed.

6 As a benchmark for the inclusion of regular bonus payments, regular indemnity payments for extraordinary working hours and regular fringe benefits that count towards the decisive AHV salary, the point of reference shall be the average of the respective amounts paid over the previous three years. When new persons requiring insurance cover join the company, income components of this kind are taken into account for the first time on 1 January of the following year on the basis of the payments made to them in the previous year.

7 As part of the provisional continuation of insurance and maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension (Article 26a BVG), the provisions on the definitive salary in Section 3.2 c) shall continue to apply.

8 For the purposes of insurance cover under the present Pension Rules, no account is taken of any salary earned by the insured person from another employer.

2.3.2 Insured annual salary

1 The insured annual salary is specified in the SR. Together with the salary insured with other pension providers, it may not exceed the AHV annual salary, and it is limited to ten times the upper limit under the BVG (10 x 300 percent of the maximum AHV retirement pension).

2 Multiple insured salaries may be specified in the SR. The total of the insured salaries relevant to the same risk (retirement, death; disability) may not exceed the AHV annual salary, and it is limited to ten times the upper limit under the BVG (10 x 300 percent of the maximum AHV retirement pension).

3 If the insured person is covered by more than one insurance scheme and the total of all his or her AHV-relevant salaries and income is more than ten times the upper limit under the BVG, the salary insured by the Foundation is reduced on a pro-rata basis so that the total of all salaries and income insured by all the insurance schemes does not exceed ten times the upper limit under the BVG.

4 To the extent provided for in the applicable SR, the coordination deduction for insured persons in part-time employment is adapted to match the degree of employment.

5 For insured persons who are partially disabled, the threshold values specified in the SR are adjusted in line with the benefit entitlement scale pursuant to Section 4.3.2 paragraph 3 or any differing provision in the SR.

6 If the applicable SR provide for continued insurance of the previously insured salary, insured persons whose AHV salary has been reduced by at most one-half as

of age 58 may expressly request that their previous insured salary be maintained until they reach normal retirement age, provided that they are fully able to continue performing their duties as insured prior to the salary reduction and are not yet receiving any retirement benefits.
This request must be made using a special form and addressed to the Foundation via the employer. The insured person must answer the questions on the appropriate application form truthfully and in full; otherwise the provisions on breaches of the disclosure obligation will apply.
To continue to insure the earnings insured thus far, the employer informs the Foundation that the previously insured salary is to remain in force for insurance purposes until the insured person reaches normal retirement age.

[7] As part of the provisional continuation of insurance and maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension (Article 26a BVG), the provisions on the definitive salary in Section 3.2 c) shall continue to apply.

2.3.3 Salary changes

[1] Employee benefits and contributions are adjusted annually on the reference date in line with prospective salaries at the beginning of the insurance year. Salary changes during the year are taken into account as soon as they come into force, provided that the employer notifies the Foundation in writing of all persons with salary increases and reductions.

[2] Retroactive salary changes are taken into account for a maximum of three years prior to the current year and only if documentary evidence is submitted.

[3] If the reported annual salary temporarily falls owing to sickness, accident, unemployment, maternity, etc., the previous reported annual salary remains valid for as long as the employer would be liable to continue payment of the salary within the meaning of Article 324a OR or for the duration of maternity leave within the meaning of Article 329f OR. The insured person may, however, request that the insured annual salary be reduced. In such cases, the insured annual salary will be reduced with effect from the date on which the request is received.

[4] If there is justified suspicion that a false declaration has been made indicating a salary that is fictitious and deviates significantly from the AHV salary then the Foundation has the right to correct the insured salary retroactively.

2.4 Retirement credits and assets

If retirement benefits are insured under the SR.

2.4.1 Retirement credits

Retirement credits are calculated annually and credited to individual retirement assets. The applicable percentages and the basis for the calculation of retirement credits are set out in the SR.

2.4.2 Retirement assets

Retirement assets at any given time are equivalent to all interest-bearing retirement credits credited to the individual's retirement assets. In detail, these are the retirement credits plus interest for the period during which the insured person has been a member of the pension scheme. Retirement assets also include interest-bearing deposits such as transfer values on departure from previous schemes, purchases of additional benefits, and transfers under vested-benefit policies, from vested-benefit accounts or from free Foundation funds or surpluses. Total retirement assets are also affected by deposits and withdrawals relating to early withdrawals for purchases of residential property and to divorce.

2.4.3 Projected retirement assets excluding interest

At any given time, projected retirement assets excluding interest are composed of the retirement assets acquired and bearing interest up to the end of the current insurance year plus the total retirement credits for the years until normal retirement age, not including interest.

2.4.4 Interest

The rate at which interest is payable on retirement capital is set annually for the following year by Allianz Suisse Life as specified in the collective insurance contract.

2.5 Optional plans

[1] The SR may provide for up to three savings plans for the insured persons in each group.

[2] The insured person joins the savings plan with the lowest retirement credits.

[3] Provided the Foundation is notified of the new selection by the end of November using the special form, the savings plan may be changed as of 1 January of the following year, until reaching normal retirement age at the latest.

2.6 Incapacity

Incapacity for work is the full or partial inability to perform reasonable work in the person's current profession or area of activity as a result of damage to his or her physical or mental health. In the event of protracted incapacity, account is also taken of reasonable activity in a different profession or area of activity.

2.7 Disability (incapacity)

[1] Disability means total or partial incapacity that is of such a nature and degree as to justify an entitlement to a pension under Federal Disability Insurance (IV) and is expected to be permanent or protracted.

[2] Incapacity is the total or partial loss of the possibility to pursue gainful employment in the relevant balanced labour market due to a medically ascertainable impairment of physical, mental or psychological health and persisting after reasonable treatment and rehabilitation efforts.

[3] In assessing whether there is incapacity, solely the consequences of the medically ascertainable impairment are taken into account. Incapacity is only deemed to be present when it is, from an objective point of view, insurmountable.

2.8 Children

[1] Children are defined as follows:
a) children within the meaning of Article 252 ff. ZGB
b) foster children, if the deceased was responsible for their maintenance
c) step-children maintained entirely or predominantly by the deceased

2.9 Spouses/partners registered in accordance with the PartG

[1] Spouses are married persons between the time of a civil marriage ceremony and death or a legally binding divorce. Partners registered in accordance with the

PartG are equated with spouses in the absence of any regulatory provisions to the contrary.

[2] The term "divorce" also covers the court dissolution of a registered partnership pursuant to the PartG.

2.10 Persons obliged to pay maintenance

Insured persons obliged to pay maintenance are defined as those with dependants as described in Section 4.3.9 paragraph 2a and 2b or with children entitled to a pension. Such persons are insured in accordance with the SR.

3. Acceptance for insurance and pension cover

3.1 Insurance obligation

[1] All employees belonging to the group of insured persons as per the SR must be covered by insurance if they earn a qualifying annual salary as per those SR and

a) have an employment contract that is either permanent or has a term of at least three months; or
b) have an employment contract that was initially limited to three months but was subsequently extended; or
c) are on one of a series of consecutive employment contracts with the same employer or are performing assignments with a total duration of more than three months for the same lending company where no interruption exceeds three months.

[2] A partially disabled employee must be covered by insurance if the conditions listed in paragraph 1 are met and if he or she is not more than 70 percent disabled.

[3] The insurance obligation commences:

- in the case of paragraph 1 a) when the employment contract comes into force
- in the case of paragraph 1 b) when the extension was agreed
- in the case of paragraph 1 c) from the start of the fourth month of employment in total; however, if it was agreed before the employee first started work that the duration of the employment or assignment would exceed three months, the employee must be insured from the start.

[4] The insurance obligation ceases when the employee becomes entitled to full retirement benefits on taking early, normal or deferred retirement, when his or her employment contract is terminated before that time, or when his or her salary permanently falls below the entry threshold.

[5] Insurance cover also ceases on termination of the employer's enrolment with the Foundation.

3.2 Insurance obligation for persons whose insurance is provisionally continued pursuant to Article 26a BVG

In deviation from the provisions of Section 3.1, the following applies in the context of the provisional continuation of insurance and maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension (Article 26a BVG):

d) For recipients of IV disability pensions who were not in gainful employment before the reduction or termination of the IV disability pension and who take up new employment with an employer enrolled in the Foundation after the reduction or termination of the IV disability pension, the obligation to be insured with the Foundation shall arise no earlier than three years after the reduction or termination of the IV disability pension took effect. If the Federal Disability Insurance continues to pay interim benefits pursuant to Article 32 of the Federal Disability Insurance Act (IVG) beyond this three-year period, the obligation to be insured with the Foundation begins when the entitlement to interim benefits ceases.

e) For recipients of IV disability pensions in part-time employment before the reduction or termination of the IV disability pension who increase their degree of employment with an employer enrolled in the Foundation after the reduction or termination of the IV disability pension or who take up new part-time employment with another employer enrolled in the Foundation in addition to the existing part-time employment, the obligation to insure the new salary shall arise no earlier than three years after the reduction or termination of the IV disability pension took effect. If the Federal Disability Insurance continues to pay interim benefits pursuant to Article 32 IVG beyond this three-year period, the obligation to be insured with the Foundation for the new salary begins when the entitlement to interim benefits ceases.

For recipients of IV disability pensions who were in part-time employment with another employer before the reduction or termination of the IV disability pension and who take up employment with an employer enrolled in the Foundation after the reduction or termination of the IV disability pension, the following applies:

I If an employer recruits an employee who would ordinarily be subject to compulsory insurance under Section 3.1 but whose insurance has been provisionally continued with another pension provider pursuant to Article 26a BVG, the AHV-relevant salary paid by the employer is divided into two parts.
II The portion of the salary which corresponds to the salary earned most recently from the previous employment is insured in accordance with these Pension Rules in the same way as a recipient of a partial disability pension is insured by the Foundation, provided that the employee is subject to compulsory insurance on the basis of this portion of his or her salary pursuant to Section 3.1.
III The obligation to be insured with the Foundation for the salary in excess of this amount shall arise no earlier than three years after the reduction or termination of the IV disability pension took effect. If the Federal Disability Insurance continues to pay interim benefits pursuant to Article 32 IVG beyond this three-year period, the obligation to be insured with the Foundation for the new salary begins when the entitlement to interim benefits ceases.
IV These rules also apply if the employee's insurance is provisionally continued pursuant to Article 26a BVG by the Foundation itself rather than by another pension provider.

3.3 Maintenance of pension cover after normal retirement age

3.3.1 General information

[1] If retirement benefits are insured under the SR, there are three options for maintaining pension cover:

a) Deferral of retirement benefits without savings and risk contributions (option A)
b) Deferral of retirement benefits with savings contributions but without risk contributions (option B)
c) Deferral of retirement benefits with savings and risk contributions (option C)

[2] Continuation of pension cover is only possible in the supplementary occupational benefits scheme if and for as long as the insured person also postpones drawing his or her retirement benefits in the basic pension scheme and the enrolled employer confirms this in writing.

3.3.2 Deferral of retirement benefits without savings and risk contributions (option A)

[1] Option A is possible in every pension scheme.

[2] Retirement credits are not insured. The retirement benefits are calculated on the basis of the retirement assets accrued at normal retirement age and earning interest until the actual retirement date.

[3] Notwithstanding any differing provisions in the SR, if the insured person dies due to accident or illness during the term of option A, only the retirement assets accrued at the time of death will be paid out to the entitled beneficiaries in accordance with the order of priority in Section 4.3.9 paragraphs 2 to 4.

3.3.3 Deferral of retirement benefits with savings contributions but without risk contributions (option B)

[1] Option B is only possible if the employer has declared in writing to the Foundation that the deferral of retirement benefits with savings contributions but without risk contributions (option B) is insured for the pension scheme or if option C has been provided for the pension scheme.

[2] The retirement credits stipulated in the SR for age 65 are insured. The retirement benefits are calculated on the basis of the retirement assets accrued and earning interest until the actual retirement date.

[3] If the insured person dies due to illness or accident during the term of option B, the survivors' benefits are based on Section 3.3.2 paragraph 3.

3.3.4 Deferral of retirement benefits with savings and risk contributions (option C)

[1] Option C is only possible if the employer has declared in writing to the Foundation that the deferral of retirement benefits with savings and risk contributions (option C) is insured for its pension scheme or if the applicable SR provide for the option of maintaining pension cover. If option C is permitted for the pension scheme, option B is also available to the insured persons.

[2] The retirement credits stipulated in the SR for age 65 are insured. The retirement benefits are calculated on the basis of the retirement assets accrued and earning interest until the actual retirement date.

[3] If the insured person dies due to illness during the term of option C, the survivors' benefits are based on the SR for the period before retirement.

[4] Notwithstanding any differing provisions in the SR, if the insured person dies due to an accident during the deferral period, only the retirement assets accrued at the time of death and – if insured under the SR for the period before retirement – an additional lump-sum death benefit will be paid out to the entitled beneficiaries in accordance with the order of priority in Section 4.3.9 paragraphs 2 to 4.

3.3.5 Common provisions for the three options

I Requirements on the part of the insured person

The insured person is not 70 percent or more disabled, his or her employment relationship with the employer is maintained beyond the normal retirement age, he or she has reached the minimum salary level (eligibility threshold) and he or she is not drawing the full retirement benefits at the start of the period of continued insurance.

Continued insurance is not available to people who only take up a new employment relationship with the employer after reaching the normal retirement age.

If the conditions for the option requested by the insured person are met, the insured person must request the transfer using a special form. If the Foundation has not received the form before the actual entitlement to retirement benefits arises, the insured person will be retired.

II When the entitlement to retirement benefits arises

The insured person becomes entitled to the retirement benefits when his or her employment relationship with the employer enrolled in the Foundation is terminated or his or her salary permanently falls below the minimum level (eligibility threshold), but no later than when he or she reaches the age of 70.

III Partial retirement

Partial retirement is possible under the provisions of the GTC.

IV Benefits in the event of incapacity/disability

Incapacity/disability benefits are not insured. If the insured person becomes unable to work, the retirement benefits are paid out after six months at the latest.

V Purchases

Purchases are possible. However, the purchase may not exceed the maximum amount specified in the SR which is permitted until the insured person reaches normal retirement age, minus the retirement assets already accrued at the time of the purchase.

VI Home-ownership promotion (WEF)

Early withdrawal and pledging for home-ownership promotion (WEF) are not permitted. Repayment of advance withdrawals is no longer permitted. Any pledges existing at the start of the deferral period remain in effect where they apply to retirement or survivors' benefits that continue to be insured.

VII Unpaid leave

Suspension or continuation of insurance during a period of unpaid leave is not permitted.

VIII Divorce

Distribution or receipt of pension assets owing to a divorce is permitted, as are repurchases. The details are set out in Appendix 3 “Provisions on pension settlements in the event of divorce”.

IX Establishment and termination of the enrolment

Upon establishment of the enrolment, the continued insurance after normal retirement age of a corresponding group of employees from the previous pension provider is only possible within the scope of the Foundation’s Pension Rules.

Upon termination of the enrolment, the group of employees with continued pension insurance after normal retirement age is transferred to the new pension provider, provided that it expressly agrees to accept them. Otherwise this scenario triggers entitlement to retirement benefits.

3.3.6 Switching between the options

[1] It is not possible to switch from option A to another continuation option.

[2] If the insured person is in option B, he or she can switch to option A or – if provided for by the employer for the pension scheme – to option C.

[3] If the insured person is in option C, he or she can switch to option A or – if provided by the employer for the pension scheme – to option B and – if desired later – from option B to option A.

[4] It is not possible to switch back and forth between options B and C. Insured persons can switch once and must apply for this using a special form.

3.4 Voluntary insurance

[1] Self-employed people without staff can insure themselves with the Foundation voluntarily if an agreement on the provision of occupational pension benefits has been reached between the professional association they belong to and the Foundation.

[2] Self-employed employers can arrange voluntary insurance cover under their employees’ pension scheme. The corresponding SR and GTC apply mutatis mutandis.

[3] The employer must notify the Foundation in writing on its own initiative if it remains the only insured person in the pension scheme due to the departure of all its employees and there is no longer any prospect that it will again have employees requiring insurance within a foreseeable period of time.
Insurance cover will be terminated at the end of the calendar year following the departure of the last insured employee and the departure will be handled as a vested benefits case, provided that early retirement is not requested.
The employer is solely liable for any consequences of a breach of the reporting obligation (in particular for claims by tax authorities).

[4] Employees not subject to the insurance obligation by virtue of the Pension Rules cannot arrange voluntary cover with the Foundation.

[5] Pension cover cannot be continued on a voluntary basis after leaving the pension scheme, except as provided for in the provisions on the continuation of insurance during a period of unpaid leave.

3.5 Acceptance

[1] The employer must file an application with the Foundation for acceptance of all persons requiring insurance using the appropriate application form. Persons to be insured will be issued with an individual pension certificate detailing their position under employee benefits legislation on acceptance and on any change affecting them.

[2] If retirement benefits are insured and the person insured or due to be insured holds retirement assets with an elective pension provider, he or she shall arrange for the transfer value on departure from the former pension scheme (including indications of any advance withdrawals or pledges), together with any assets held with vested benefits schemes, to be transferred to the Foundation’s pension scheme. The Foundation can itself call for payment of the transfer value for the account of the insured person. The same applies to the elective components of a transfer value that cannot be transferred to the registered BVG pension fund because of its pension plan (statutory minimum benefits).

3.6 The disclosure obligation and the consequences of breaching it

[1] The employer and the insured person are required to answer the questions in the application form and the health questionnaire accurately and in full.

[2] If the employer or the insured person give false answers or conceal or misrepresent relevant facts or circumstances of which they are or should be aware, the Foundation is authorised to reduce all benefits or those of its choice as of the date of its choice, provided that it notifies the insured person accordingly within six months of becoming aware of the fact. The pension protection acquired with the transfer value may not be reduced in the process. The Foundation is entitled to do this regardless of whether or not the fact or circumstance concealed or misrepresented is connected with the onset of the insured risk or the extent of the health impairment which occurred.

[3] The Foundation may also reduce insured benefits for the future or retroactively; however, such retroactive reductions may not predate the commencement of definitive insurance cover.

3.7 Insurance cover

[1] Subject to the following paragraphs, the Foundation grants insured persons cover in accordance with the SR applicable to the relevant category of persons throughout the term of the insurance.

[2] Subject to any provision of the SR to the contrary, persons enrolled in the insurance enjoy death and disability cover from 1 January after they reach the age of 17, plus pension entitlements from 1 January after they reach the age of 24.

[3] Acceptance for insurance is initially only provisional. This means that the Foundation will pay benefits only for claims whose causes do not lie in the period before insurance cover commenced. No benefits are owed for claims during the provisional insurance cover if the damage to the insured person’s health underlying these claims occurred before the start of the insurance. The Foundation may, in accordance with its guidelines or with the requirements of Allianz Suisse Life, make definitive acceptance conditional on a medical report or the outcome of a medical examination. Insurance cover pursuant to the applicable SR becomes definitive as soon as the Foundation issues a statement to that effect.

[4] If the information or documentation requested is not delivered to the Foundation within 90 days, the Foundation reserves the right to cancel insurance cover retroactively to its inception date.

[5] Restriction of definitive insurance cover in consequence of impaired health takes the form of a retention lasting a maximum of five years. This period is reduced by any elapsed retention period imposed by the former insurer in respect of the insurance cover acquired with the deposited vested benefits.

[6] If, during the period of the retention, the health impairment to which it relates leads to incapacity, disability or death, then no benefits are payable, owing to restricted insurance cover, regardless of the period for which the retention applied.

[7] Where the Pension Rules provide for increases in benefits, in particular due to significant salary increases, the foregoing provisions apply mutatis mutandis in respect of the increases.

[8] If insurance cover is discontinued in consequence of the termination of the employment contract before retirement or because the salary of the insured person falls permanently below the minimum level (entry threshold), death and disability cover under the Pension Rules remains in force until new insurance cover takes effect or until one month has elapsed, whichever is the sooner (extended cover).

[9] If the Foundation takes over benefit obligations for persons already receiving benefits from a previous insurer, such persons are not considered to be insured persons or pensioners under these regulations with respect to the nature, conditions and amount of insured benefits. Their benefits, particularly prospective future benefits, are governed by a separate contract between the Foundation and the previous insurer.

3.8 Suspension or continuation of insurance during unpaid leave

[1] The insurance is suspended during periods of unpaid leave lasting more than one month unless the Foundation is informed before the start of the unpaid leave that the insurance is to be maintained.

[2] The insured person has the option to request continuation either with the insured benefits unchanged or only with the insured benefits for the risks of death and disability unchanged.

[3] The continued insurance cover is limited to a maximum of one year. After that, insurance cover is suspended.

[4] If insurance cover is maintained, the contributions must be paid in full by the insured person, though the employer remains formally responsible to the Foundation for their payment.

[5] The insured person must submit the corresponding request to the Foundation before the start of the unpaid leave.

[6] No insurance cover exists during the period of suspension.

[7] Where an insured person maintains their pension cover after reaching the normal retirement age, the suspension or continuation of the insurance during a period of unpaid leave is not permitted.

4. Benefits

4.1 Principles

[1] According to the model stipulated by the occupational pensions expert, the SR must be structured in such a way that

a) the total contributions for all insured employees that serve to finance retirement benefits do not account for more than 25 percent of all salaries subject to AHV – maximised to ten times the upper BVG limit and – if the employer is also insured – do not exceed 25 percent of the – accordingly maximised – salary subject to AHV per year; or
b) the benefits provided for in the SR do not exceed 70 percent of the last salary or income subject to AHV before retirement – maximised to ten times the upper BVG limit.

[2] In addition, the retirement benefits pursuant to the applicable SR, together with those paid under the AHV and other domestic insurance arrangements, must not exceed 85 percent of the last salary or income subject to AHV prior to retirement between one and ten times the upper BVG limit.

[3] Insured benefits are governed by the following provisions, subject to any provision to the contrary in the SR.

4.2 Retirement benefits

4.2.1 Normal retirement

[1] Insured persons are entitled to retirement benefits from the first day of the month after they reach normal retirement age.

[2] The normal retirement age corresponds to the reference age defined in Article 21 paragraph 1 AHVG, which is currently 65 for men and for women born in 1964 or later.

Women born in 1961, 1962 and 1963 (transitional generation) reach normal retirement age as follows:

a) Women born in 1961: on reaching the age of 64 and three months
b) Women born in 1962: on reaching the age of 64 and six months
c) Women born in 1963: on reaching the age of 64 and nine months

[3] Women born in 1960 or earlier reach normal retirement age when they turn 64.

Reaching normal retirement age does not confer entitlement to retirement benefits if the insured person remains in employment and has chosen an option for continued pension cover after reaching the normal retirement age.

4.2.2 Early or partial retirement

[1] Insured persons may take partial or total early retirement at the earliest on reaching the age of 58, thus drawing all or part of their retirement benefits early. Partially disabled insured persons cannot draw the passive portion of their retirement assets early.

[2] For the first partial retirement step, the salary reduction and retirement benefits drawn must amount to at least 20 percent. The proportion of the retirement benefits drawn in a partial retirement step must not exceed the proportion of the salary reduction.

[3] The proportion of the salary reduction is determined on the basis of the AHV salary that the insured person earns from the employer enrolled in the Foundation. Partial retirement is ruled out if the salary reduction is merely temporary, but not in the event of a subsequent increase in the degree of employment that was not foreseeable at the time of the initial partial retirement step.

[4] Lump-sum payments may only be drawn for a maximum of three partial retirement steps. The lump-sum payments are taxed in accordance with the statutory requirements and tax authority practice. The insured person is responsible for clarifying the consequences under tax law. The Foundation accepts no liability for any negative tax consequences.

[5] If the salary insured with the employer is also insured in another foundation, all lump-sum withdrawals made within a calendar year count as one partial retirement step.

[6] If, as a result of a partial retirement step, the remaining annual salary falls below the minimum salary stipulated in the SR (eligibility threshold) due to the salary reduction, the full retirement benefits must be drawn.

[7] If a retirement pension has been requested, a maximum of five partial retirement steps are possible, including any partial withdrawals in the form of lump sums.

[8] The entire remaining retirement benefits must be drawn and the insured person fully retired by the final partial retirement step at the latest.
If a retirement pension has been requested, the fifth partial retirement step is the last; if no retirement pension has been request, the third lump-sum withdrawal is the final partial retirement step.

[9] The entitlement to retirement benefits based on the share of the retirement assets corresponding to the salary reduction begins on the first day of the month following the salary reduction.

[10] If the employment contract is terminated between the earliest possible retirement age and normal retirement age, but the insured person does not wish to take early retirement, he or she will receive a departure benefit. Once the insured person has reached normal retirement age, termination of the employment contract will result in retirement.

[11] Insured persons drawing all their retirement benefits must entirely terminate their employment contract. Where part of the retirement benefits is taken early as a result of a reduction in salary (partial retirement), the insured person's degree of employment must be reduced accordingly.

[12] The provisions of the SR relating to the coordination deduction for part-time employment also apply to partial retirement.

[13] In the event of a partial advance withdrawal of retirement benefits, the capital in question is taken from the retirement assets and used to fund the retirement benefits.

4.2.3 Retirement capital

[1] If the benefits are insured in accordance with the SR, the insured person is entitled to draw part or all of his or her retirement capital in cash.

[2] If the insured person is married or living in a registered partnership pursuant to the PartG, the lump-sum payment is subject to the written consent of his or her spouse or registered partner. If such consent cannot be obtained or is refused, the insured person may take the matter to court.

[3] If part of the retirement capital cannot be paid out in cash because of the restriction on drawing capital after the purchase of additional benefits, this is converted into a pension.

4.2.4 Retirement pension instead of retirement capital

[1] Instead of drawing retirement capital, insured persons may draw some or all of their retirement assets on which their retirement benefits depend as a pension. Subject to the statutory three-year blocking period on drawing benefits from purchases, any remaining retirement assets are paid out as retirement capital.

[2] If insured persons wish to draw their retirement assets as a pension, they must make a corresponding written declaration before they effectively become entitled to retirement benefits. The declaration is regarded as having been revoked if the written revocation reaches the Foundation before the entitlement to retirement benefits takes effect.

[3] In the event of partial retirement, the application for the payment of all or part of the retirement assets as a pension is also valid for a further partial-retirement stage until full retirement, unless the request is revoked in sufficient time.

4.2.5 Pension for a child of a retired person

[1] A person drawing a retirement pension is also entitled to receive a pension for a child of a retired person for each child who would be entitled to an orphan's pension in the event of his or her death amounting to 20 percent of the retirement pension.

[2] Such a pension terminates when the child is no longer entitled to it or when an orphan's pension begins.

4.2.6 Pension conversion rate

The amount of the annual retirement pension depends on the proportionate retirement assets at the time of retirement. Such assets are converted to a retirement pension at the elective conversion rate set out in the Allianz Suisse Life collective life insurance rate schedule. In the event of normal retirement, the conversion rate valid on the insured person's birthday corresponding to the retirement age under the Pension Rules shall be used. In the event of early retirement, the conversion rate applicable on the date of the legal termination of the employment relationship shall be used. Information on the conversion rate is provided in the "Key BVG figures, interest and conversion rates" information sheet at www.allianz.ch/bvg-documents.

4.3 Survivors' benefits

4.3.1 Entitlement conditions

[1] Survivors' benefits are payable if the insured person:
a) was insured at the time of his or her death under the applicable SR, or
b) was insured under the applicable SR at the commencement of the incapacity of at least 20 percent which led to his or her death, or
c) was already receiving a retirement or disability pension from the Foundation at the time of his or her death.

[2] The entitlement to a survivor's pension does not come into force until salary continuation in accordance with Article 338 OR has terminated.

4.3.2 Surviving spouse's (widow's and widower's) pensions

[1] On the death of the insured person, provided that insurance cover is specified in the SR, the surviving

spouse is entitled to a widow's/widower's pension regardless of his or her age, the duration of the marriage and the number of children.

[2] The annual widows' and widower's pension upon death of a retiree is 60 percent of the current retirement pension.

[3] Th entitlement to a widow's/widower's pension commences on the date of the insured person's death. If the deceased was receiving a retirement or disability pension, the entitlement commences on the first day of the calendar month following his or her death.

[4] The entitlement to a widow's/widower's pension ceases on the death of the surviving spouse. If the surviving spouse remarries or enters into a registered partnership pursuant to the PartG before reaching the age of 45, the entitlement to the widow's/widower's pension also ceases. However, he/she shall be eligible for the payment of a lump sum equal to three times the annual widow's/widower's pension.

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

Subject to any express provision to the contrary for partner's pensions in the SR, the provisions for widow's and widower's pensions also apply to partner's pensions.

4.3.4 Pensions for surviving life partners (life partner's pensions)

[1] Provided that insurance cover is specified in the SR, the surviving life partner is entitled to a life partner's pension if the insured person dies before retirement and all the conditions listed below are met at the time of the insured person's death:

a) The surviving life partner cohabited exclusively with the insured person at the time of the latter's death.
b) The cohabitation relationship existed without interruption for the last five years of the insured person's life or the surviving life partner was responsible at the time of the insured person's death for the maintenance of at least one acknowledged, joint child in accordance with Article 260 ff. ZGB.
c) There were no legal obstacles to the marriage of the surviving life partner and the insured person or to the registration of a partnership between them pursuant to the PartG.
d) At the time of death neither the surviving life partner nor the insured person was married or a member of a registered partnership pursuant to the PartG.
e) The surviving life partner is not receiving an occupational survivor's pension (widow's/widower's pension, partner's pension, life partner's pension) and is not otherwise entitled to pensions of a similar nature from domestic or foreign insurers; this means survivor's pensions or entitlements to such pensions which were already current or already existed at the time of the insured person's death.
f) The surviving life partner who is supposed to be entitled to a pension was notified to the Foundation by the insured person prior to the latter's death by submitting the special form for this purpose. The form must have been signed by the insured person.

[2] If the insured person dies after retirement, the entitlement only exists if the insured person received a retirement pension until his or her death and the entitlement requirements pursuant to paragraph 1 letters a to f are met at the time of death.

[3] The annual life partner's pension upon death of a retiree is 60 percent of the current retirement pension. On the death of an insured person in the other cases, it is based on the SR.

[4] The entitlement arises when compliance with all preconditions in paragraphs 1 or 2 has been proven and commences at the earliest on the date when the insured person dies. On the death of the recipient of a retirement or disability pension, the entitlement commences on the first day of the calendar month following his or her death.

[5] Claims must be lodged in writing with the Foundation by the beneficiary within 180 days of the insured person's death, enclosing evidence that all the preconditions in accordance with paragraph 1 or 2 have been met.
If the claim is not lodged or the required evidence not produced within this period, entitlement is forfeited.

[6] If the insured person notified the Foundation or Allianz Suisse Life of a series of successive cohabitation relationships, all except the last are deemed to have been dissolved. Notification of multiple cohabitation relationships is not permitted.

[7] The entitlement to a life partner's pension ceases when the beneficiary dies. If the surviving spouse remarries or enters into a registered partnership pursuant to the PartG before reaching the age of 45, the entitlement to the widow's/widower's pension also ceases. However, instead of the pension he/she shall be eligible for the payment of a settlement equal to three times the annual pension. All circumstances leading to the cessation of an entitlement must be reported to the Foundation without delay.

[8] On the death of a person who was receiving a retirement pension or a full disability pension at the time of his or her death, the surviving life partner shall not be entitled to benefits if the start date of the pension was before 31 December 2006.

4.3.5 Pension reductions

[1] If the person entitled to a pension is more than 10 years younger than the insured person, the widow's/widower's pension, the partner's pension and the life partner's pension are reduced by one percentage point for each year or part of a year by which the age difference exceeds 10 years.

[2] If the insured person married or entered into a registered partnership pursuant to the PartG after reaching the age of 65, the pension is reduced to the following percentage rates:
Marriage/registration at the age of 66:
80 percent
Marriage/registration at the age of 67:
60 percent
Marriage/registration at the age of 68:
40 percent
Marriage/registration at the age of 69:
20 percent
The pensions thus reduced are further reduced in accordance with paragraph 1.

[3] If the insured person married or entered into a registered partnership pursuant to the PartG after reaching the age of 69, there is no pension entitlement.

[4] If the insured person married or entered into a registered partnership pursuant to the PartG after reaching the age of 65 while suffering from a serious sickness of which he or she must have been aware, no pension is payable if the insured person dies of that sickness within two years of marrying or entering into a registered partnership pursuant to the PartG.

[5] The reduction rules pursuant to paragraphs 2 to 4 also apply to life partner's pensions, whereby the start of the cohabitation applies instead of the date of marriage or registration pursuant to the PartG.

[6] If the insured person married or entered into a registered partnership pursuant to the PartG after reaching the age of 65 and the surviving spouse or partner pursuant to the PartG would have been entitled to a life partner's pension at the time of the insured person's death had he or she not married or entered into a registered partnership pursuant to the PartG, the pension for the surviving spouse (widow's pension) or the surviving partner (partner's pension) shall be equal in terms of amount to this life partner's pension.

4.3.6 Commuting a widow's/widower's pension, a partner's pension or a life partner's pension

In the event of the death due to illness of an insured person prior to retirement or a disability pension recipient, the beneficiary may draw the entire benefits as a lump sum instead of the widow's/widower's, partner's or life partner's pension. If a retiree dies, this option is available regardless of whether the death was due to illness or accident. The corresponding request must be submitted before receipt of the first pension payment. The amount of the lump sum shall be calculated in accordance with Allianz Suisse Life's collective rate schedule. If the beneficiary is under 45 years of age and provided that the amount of the pension is non-trivial, the lump sum is reduced by 3 percent for every year or part of a year by which his or her age is less than 45. In the event of a reduction, however, a lump sum equal to at least four years' unreduced pension payments is payable. If the amount of the pension is trivial, its net present value is payable.

4.3.7 Orphan's pension

[1] If orphan's pensions are insured, children are entitled to an orphan's pension:

a) up to the maximum age defined in the SR
b) beyond the maximum age defined in the SR if they spend the majority of their time in education, up to a maximum age of 25
c) beyond the maximum age defined in the SR if the child is at least 40 percent disabled up to a maximum age of 25

[2] If the benefit is insured in accordance with the SR, qualifying children of the insured person are entitled to an orphan's pension from the day of his or her death. If the deceased was receiving a retirement or disability pension, the entitlement commences on the first day of the calendar month following his or her death.

[3] The annual orphan's pension upon death of a retiree is 20 percent of the current retirement pension. On the death of an insured person in the other cases, it is based on the SR.

[4] If a child entitled to a pension dies, the pension entitlement lapses. In the other cases, the pension entitlement ceases when the grounds for it no longer apply.

[5] Subject to any provision to the contrary in the SR, the pension entitlement ceases at the end of a month.

4.3.8 Lump-sum death benefit from purchase

[1] If the SR contain a provision for the return of benefits purchased as an additional lump-sum death benefit, on the death of the insured person before full retirement the total additional benefits purchased by him or her (without interest) are paid out as a lump-sum death benefit. This amount is reduced in the event of partial retirement, pension settlements following a divorce and WEF early withdrawals. Notwithstanding any differing provisions in the SR, it is not possible to insure a lump-sum death benefit from purchases in options A and B or for death due to accident in option C.

[2] Purchases eligible for inclusion are those set out in the Pension Rules. Only additional benefits purchased from the Foundation on or after the date on which the relevant SR regulation came into effect are taken into account. Earlier purchases are therefore not included. If the SR contain an additional provision for earlier purchases to be taken into account, a distinction must be drawn between purchases made with the Foundation and those made with a previous pension provider. Purchases made with the Foundation are included automatically, but those made with previous pension providers are only taken into account if the insured person reports them to the Foundation, along with the requisite proof, within 60 days of the relevant SR regulation coming into effect. For new insured persons whose SR contain a provision that earlier purchases should also be taken into account in the additional lump-sum death benefit from purchase, the 60-day period begins on the date on which they join.

[3] In the case of new employers joining the scheme whose previous pension plan included provision for a corresponding return for purchases, the purchases made previously by insured persons are also taken into account under these Pension Rules, provided that the SR contain a provision for earlier purchases to also be taken into account. However, this is only done on the condition that (at the request of the Foundation) the previous pension scheme or its insurer provides notification of the purchases by all insured persons to be included within 60 days of enrolment. Purchases made with a pension provider other than the previous one will also be taken into account if the insured person reports them to the Foundation, along with the requisite proof, within 60 days of the start of the enrolment.

[4] The entitlement to the lump-sum death benefit is set out in Section 4.3.9 paragraphs 2 to 4.

4.3.9 Lump-sum death benefit from repayment of unappropriated retirement assets

[1] Provided that retirement benefits are insured under the SR, if an insured person dies as a result of illness or accident before full retirement, then the retirement assets available at the end of the month of death, provided that they exist and have not been paid out or used to finance another death benefit, are paid out as a lump-sum death benefit in the following proportions: 100 percent in cases pursuant to paragraph 2 a) to e), 50 percent in cases pursuant to paragraph 2 f). Notwithstanding any SR to the contrary, where an insured person has chosen option A or B of continued pension cover after reaching the normal retirement age, no additional lump-sum death benefit from repayment of unappropriated retirement assets is insured.

[2] Notwithstanding inheritance law, the following beneficiaries are entitled to this payment in the following order of priority:

a) the surviving spouse or registered partner; in his or her absence
b) the surviving life partner who meets the conditions for entitlement set out in Section 4.3.4 paragraph 1 a) to e); this is subject to the condition that the surviving life partner who is supposed to be entitled to the lump-sum death benefit was registered with the Foundation by the insured person prior to the latter's death using the special form for this purpose signed by the insured person; in his or her absence
c) the children in accordance with Section 2.8 a); in their absence
d) the parents; in their absence
e) the siblings; in their absence

f) the remaining legal heirs, to the exclusion of the community.

[3] The insured person has the option to deviate from the order of priority set out in paragraph 2 by submitting a special form (declaration of beneficiary status) to the Foundation. The declaration of beneficiary status must be signed by the insured person and received by the Foundation before the insured person's death. The declaration of beneficiary status can be revoked in writing. The revocation must be received by the Foundation before the insured person's death. Notwithstanding inheritance law, the following persons qualify as beneficiaries in the following order of priority if a valid declaration of beneficiary status has been received:

a) The children entitled to a pension in accordance with Section 2.10 a); in their absence
b) The surviving spouse or registered partner; in his or her absence
c) The surviving life partner who meets the conditions for entitlement set out in Section 4.3.4 paragraph 1 a) to e); this is subject to the condition that the surviving life partner who is supposed to be entitled to the lump-sum death benefit was registered with the Foundation by the insured person prior to the latter's death using the special form for this purpose signed by the insured person; in his or her absence
d) The children who are not eligible for a pension pursuant to Section 2.10 a); in their absence
e) The parents; in their absence
f) The siblings; in their absence
g) The remaining legal heirs, to the exclusion of the community.

[4] If a group includes more than one beneficiary, the lump-sum death benefit is divided among them individually.

4.3.10 Additional lump-sum death benefit

[1] If provided for in the SR, an additional lump-sum death benefit is payable on the death of the insured person before full retirement pursuant to the SR. Entitlement is as set out in Section 4.3.9 paragraphs 2 to 4. Notwithstanding any SR to the contrary, where an insured person has chosen option A or B of continued pension cover after reaching the normal retirement age, no additional lump-sum death benefit can be insured.

[2] If persons obliged to pay maintenance are insured, the persons defined in Section 4.3.9 paragraph 2a) and b) and the children eligible for a pension are entitled to the lump-sum death benefit insurance in accordance with paragraph 1.

4.4 Benefits in the event of incapacity/disability

4.4.1 Conditions for entitlement

[1] Benefits are payable if the insured person:
a) was insured under the applicable SR at the commencement of the incapacity which led to his or her disability, or
b) was at least 20 percent but less than 40 percent incapacitated due to a birth defect on taking up gainful employment and was insured under the applicable SR when the incapacity that led to his or her death increased to at least 40 percent, or
c) became disabled as a minor and was therefore at least 20 percent but less than 40 percent incapacitated on taking up gainful employment and was insured under the applicable SR when the incapacity that led to his or her disability increased to at least 40 percent.

4.4.2 Benefit amounts

[1] Unless stipulated otherwise in the SR, the level of benefits is based on the benefit entitlement scale in paragraph 3. The degree of disability reflects the loss of income due to impaired health by comparing the theoretical income after the onset of disability with the income that would have been hypothetically possible if the insured person's health had not been impaired. The degree of disability, however, cannot exceed the maximum degree of disability set by the IV for persons in gainful employment.

[2] The Foundation may deviate from the degree of disability set by the IV. It may also deviate from the degree of disability set by the IV if the IV does not notify the Foundation in advance of the degree of disability or the degree of disability determined proves to be untenable.

[3] The amount of the disability pension is defined in percentage shares of a whole pension. Entitlement to benefits is graduated as follows:
a) disability of 70 percent or more: full benefits
b) disability of at least 50 percent but less than 70 percent: the percentage share equals the degree of disability
c) disability of at least 40 percent but less than 50 percent: in this case, the percentage shares in the following table are applied:

Degree of disability in %	Percentage share
49	47.5
48	45
47	42.5
46	40
45	37.5
44	35
43	32.5
42	30
41	27.5
40	25

d) disability of less than 40 percent confers no entitlement to benefits.

[4] The Foundation may call on its independent medical examiner to determine incapacity and its degree.

[5] In the event of an insured person's incapacity or disability, his or her benefits are based on the last salary reported by the employer before the onset of the incapacity or disability.

4.4.3 Exemption from the obligation to pay contributions

[1] If an insured person is at least 40 percent incapacitated or is incapacitated at the minimum rate stipulated in the SR due to illness or accident for longer than the qualifying waiting period specified in the SR, he or she becomes exempt from the obligation to pay contributions.

[2] As soon as a final ruling has been received from the IV agency, the exemption from the obligation to pay contributions shall take effect from the start date of the pension entitlement conferred by the IV agency in line with the benefit entitlement scale in Section 4.3.2 paragraph 3 or any provision to the contrary in the SR, taking into account the IV's findings with regard to the degree of disability. Until this point in time, the exemption from the obligation to pay contributions is based on a doctor's certificate attesting to the degree of incapacity. Incapacity of less than 40 percent or less than the minimum rate specified in the SR does not confer any entitlement to exemption from the obligation to pay contributions.

[3] If the final ruling from the IV agency does not confer entitlement to an IV disability pension, the exemption from the obligation to pay contributions continues to be based on a doctor's certificate attesting to the degree of incapacity and shall end at the latest on the first day of the twelfth calendar month after the commencement of the incapacity.

[4] If the exemption from contributions is based on a doctor's certificate attesting to the degree of incapacity, any changes to the degree of incapacity lasting fewer than 10 days are not taken into account.

[5] The entitlement to the exemption from contributions ceases:

a) as soon as the entitlement to benefits ceases, subject to the provisions on the provisional continuation of insurance and maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension (Article 26a BVG)
b) at the end of the month in which the insured person dies
c) on full retirement

[6] Any excessive or excessively long exemption from payment of contributions will lead to an adjustment in contributions debited to the employer's premium account. If insufficient exemption was given then the insured person has the right to claim reimbursement from the employer of the overpaid amounts charged by the employer.

[7] The entitlement to exemption from the obligation to pay contributions is only unrestricted if both the employer and the insured person fulfil their special responsibilities in the event of incapacity on time. If they do not, the Foundation may postpone the exemption from the obligation to pay contributions by the number of days equivalent to the delay in fulfilment of an individual obligation, but for no longer than the period until the commencement of the disability pension.

[8] The exemption from the obligation to pay contributions in cases of disability (incapacity) is granted in cases of illness or accident.

4.4.4 Disability pension and pension for a disabled person's child

Provided that the benefits are insured in accordance with the SR, if the insured person becomes disabled before reaching normal retirement age pursuant to Section 4.1.1 paragraph 1, then he or she is entitled – after the waiting period specified in the SR and subject to a delay in the entitlement in accordance with Section 4.3.4 – to a disability pension and a pension for each child who would be entitled to an orphan's pension in the event of the insured person's death. The level of these pensions is set out in the SR. Disability of less than 40 percent or less than the minimum rate specified in the SR does not confer any pension entitlement.

4.4.5 Commencement and cessation of entitlement

[1] The entitlement to payment of pensions commences on the expiry of the waiting period specified in the SR. It is postponed for as long as the insured person draws his or her full salary or daily benefits under sickness or accident insurance equal to 80 percent of his or her lost salary. The entitlement may also be postponed for other reasons as specified in paragraph 6.

[2] If incapacity or disability is interrupted, the total duration of all periods of incapacity or disability due to the same cause is decisive in calculating the waiting period. If an interruption of incapacity or disability lasts longer than one-third of the waiting period specified in the SR, the waiting period starts again. Incapacity or disability is deemed to have been interrupted if its degree falls below 40 percent or the minimum rate stipulated in the SR.

[3] Incapacity or disability due to a different cause counts as a new event, and a new waiting period applies. This applies even if the condition of a claimant already suffering from disability deteriorates owing to a new cause, increasing his or her degree of disability.

[4] If an insured person who has received disability benefits in the past and subsequently fully resumed gainful employment or regained the capacity to work again suffers from incapacity or disability due to the same cause within one year, disability benefits are payable without a new waiting period, provided that the person concerned is still insured by the Foundation at the time. In this event the insured person's benefits are determined on the basis of the situation before the onset of his or her original incapacity.

[5] The pension waiting period does not start during rehabilitation, particularly while daily benefits are being received from the IV, and any waiting period that has already started is suspended.

[6] If the insured person fails to apply to the IV agency for preliminary registration or to provide the requisite information or documentation in good time, the Foundation may postpone the payment of benefits.

[7] The entitlement to pensions ceases:

a) as soon as the degree of disability falls below 40 percent or below the minimum rate specified in the SR, subject to the provisions on the provisional continuation of insurance and maintenance of the entitlement to benefits pursuant to Section 4.4.9
b) at the end of the month in which the insured person dies
c) when the insured person reaches normal retirement age.

[8] The entitlement to a pension as the child of a disabled person also ceases when the grounds for it no longer apply, or on the commencement of an orphan's pension or a retired person's child's pension.

4.4.6 Retirement account of partially disabled insured persons

[1] Provided that retirement benefits are insured under the SR, at the onset of incapacity due to the same cause as the insured person's disability, insurance is divided into a passive component (corresponding to the benefit entitlement scale in accordance with Section 4.4.2 paragraph 3 or any differing provision in the SR) and a residual active component.

[2] The active component is managed in the same way as insurance for employed persons. The threshold values specified in the SR are adjusted in line with the benefit entitlement scale pursuant to Section 4.4.2 paragraph 3 or any differing provision in the SR.

[3] In the passive component, the retirement assets are maintained in accordance with the last insured salary that is reduced in accordance with the benefit entitlement scale pursuant to Section 4.4.2 paragraph 3 or any differing provision in the SR; the retirement assets are maintained as soon as and for as long as the entitlement to benefits pursuant to Section 4.4.2 paragraph 3 exists.

4.4.7 Change in the degree of disability

[1] If the degree of disability increases to 100 percent or if it increases by at least five percent and the insured person is still insured under the applicable SR at the

time of the increase, the disability benefits are adjusted, taking into account the provisions on waiting periods.

[2] The following rule applies if an insured person for whom the entitlement conditions are met leaves the group of insured persons:

a) If the degree of the already existing disability increases to 100 percent or if it increases by at least five percent after the insured person's departure, there is no entitlement to higher benefits. This is the case regardless of whether the increase has the same cause as the existing disability or a new cause.
b) If the degree of disability falls below 40 percent or the minimum rate specified in the SR, there is no entitlement in respect of a later increase to at least 40 percent, even if this is closely related in terms of cause and time to the original disability.

4.4.8 Re-evaluation

[1] The Foundation may review both the conditions and the level of entitlement at any time and reduce its benefits on the basis of the outcome of the review at any time without it being necessary for the circumstances to have changed significantly or the previous benefit assessment to have proved untenable.

[2] If the review leads to a reduction in benefits in cases in which there is no significant change in circumstances or untenable benefit assessment, the benefit reduction takes effect on the first day of the second month following notification by the Foundation..

[3] If the review leads to a reduction in benefits because the circumstances have changed, the reduction in the benefits takes effect retroactively from the date when the circumstances changed or the untenable benefit assessment was carried out. The beneficiary may submit a written request for a review of his or her entitlement. Any increase in benefits takes effect from the first day of the month in which the notification was received.

4.4.9 Provisional continuation of insurance and maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension (Article 26a BVG)

[1] If the insured person is entitled to disability benefits from the Foundation and the disability insurance (IV) office reduces or terminates the disability pension due to a reduction in the degree of disability, the beneficiary will remain provisionally insured with the Foundation at the same terms if he or she participated in reintegration measures in accordance with Article 8a IVG, took up employment or increased his or her degree of employment before the reduction or termination of the disability pension.

[2] The insurance cover and the entitlement to benefits lapse no later than three years after the effective reduction or termination of the disability pension. If the disability insurance (IV) office continues to pay interim benefits pursuant to Article 32 IVG beyond this three-year period, the entitlement vis-à-vis the Foundation will end at the same time as the entitlement to interim benefits from the disability insurance (IV) office.

4.4.10 Disability benefits in continued pension cover after normal retirement age

If the insured person maintains his or her pension cover after reaching the normal retirement age – notwithstanding any SR to the contrary and regardless of which option he or she chooses – disability benefits are no longer insured.

4.5 Transfer value on departure

4.5.1 Preconditions and timing

If an insured person leaves the pension scheme or the Foundation before the occurrence of an insured event (vested benefits case), he or she is entitled to the transfer value on departure. This is due for payment on the insured person's departure and bears interest from that point at the interest rate defined in the SR. If the transfer value is not transferred within 30 days of the necessary information being provided, then the interest rate increases to the arrears interest rate for the transfer value set by the Federal Council in the Vested Benefits Ordinance (FZV).

4.5.2 Amount of the transfer value on departure

[1] The transfer value on departure is the highest of the following two amounts:

a) Available retirement assets (Article 15 FZG): the retirement assets accumulated during the insurance term in accordance with the SR plus previous transfer values on departure and other additional deposits such as purchases of additional benefits, including interest.
b) Minimum sum (Article 17 FZG): the vested benefits transferred for the account of the insured person and any additional deposits for the purchase of additional benefits, with interest, plus contributions made by the insured person, plus 4 percent of the contributions made by the insured person for each year by which his or her age exceeds 20 up to a maximum of 100 percent.

As prescribed by law, certain sums are deducted from the total contributions made by the insured person. These are:

I a contribution to funding entitlements to disability benefits until the insured person reaches normal retirement age
II a contribution to funding entitlements to survivors' benefits until the insured person reaches normal retirement age
III a contribution to administrative costs
IV a contribution to the costs of the BVG Guarantee Fund

[2] The above transfer value calculations take account of any division of the insurance in consequence of partial disability or the partial early withdrawal of retirement benefits.

[3] However, if part of the retirement assets has been withdrawn for purchases of residential property or transferred following a divorce for the benefit of the occupational-pension arrangements of the divorced spouse, the amount and timing of the withdrawal or transfer are taken into account in the calculation of the transfer value.

[4] If the insured person ceases to be disabled, thus losing his or her entitlement to disability benefits, after the employment contract has been terminated, he or she is entitled to the transfer value on departure equal to the current retirement assets.

4.5.3 Transfer to the new pension provider

[1] If the insured person enters a new pension scheme in Switzerland or the Principality of Liechtenstein, the Foundation transfers the transfer value on departure to the new scheme.

[2] If the Foundation is required to pay survivors' or disability benefits after it has transferred the transfer value, it is entitled to reimbursement to the extent of those benefits. If this is not forthcoming, it may reduce benefits.

4.5.4 Maintenance of insurance cover in another form

[1] An insured person who does not enter a new pension scheme or whose annual salary is below the entry threshold or the minimum salary pursuant to the SR must maintain insurance cover in another permissible form with a vested benefits institution (vested benefits foundation or insurer) of his or her choice.

[2] The departing person must inform the Foundation which vested benefits institution of his or her choice is to receive the transfer value on departure. This information must be provided within one month of his or her departure.

[3] If it is not provided, the transfer value is sent for the account of the person concerned to a vested benefits institution designated by the Foundation, identified to him or her in the departure form or otherwise.

[4] If the Foundation designates a vested benefits institution, the latter places the transfer value in a vested benefits account established in the name of the person concerned (the account holder) and notifies him or her accordingly in writing.

[5] If the Foundation designates an insurer, the latter uses the transfer value to create a vested benefits endowment policy for the benefit of the person concerned (the policyholder). This provides a lump sum on maturity when the policyholder reaches normal BVG retirement age or a lump-sum death benefit of the same amount if he or she dies prior to this date. The details are contained in a policy document and in the general policy terms.

[6] The account holder or the policyholder notifies the vested benefits institution if he or she wishes the transfer to go to another vested benefits institution.

[7] If the Foundation has not designated any vested benefits institution, the transfer value plus interest shall be transferred to the Substitute Occupational Benefit Institution between six months and two years after the vested benefits event.

4.5.5 Disbursement in cash

[1] The insured person may request that the transfer value be disbursed in cash, on production of the requisite documentation, if:

a) he or she is permanently leaving Switzerland and the Principality of Liechtenstein, or
b) he or she is taking up self-employment and is no longer subject to compulsory insurance, or
c) the transfer value is less than the annual contributions paid in by the insured person (employee contribution).

[2] If the insured person is married or living in a registered partnership pursuant to the PartG, cash disbursement is subject to the written consent of his or her spouse or registered partner. If such consent cannot be obtained or is refused, the insured person may take the matter to court.

[3] The Foundation may stipulate as documentation necessary for disbursement in cash an authenticated signature, confirmation of departure from the residents' registration authorities or confirmation of residence, evidence of insurance cover, evidence of an employment contract, confirmation from the AHV Compensation Office, an extract from the commercial register or other equivalent documentation.

4.6 Pension settlement in the event of divorce

[1] If retirement benefits are insured under the SR, the court determines in the course of divorce proceedings what portion of the transfer value acquired by the insured person during the marriage and what portion of a current retirement pension is to be used for the benefit of his or her former spouse's occupational pension arrangements.

[2] Partners registered in accordance with the PartG have the same status as spouses with regard to pension settlements. The term "divorce" also covers the court dissolution of a registered partnership pursuant to the PartG.

[3] The details are regulated in Appendix 4 “Provisions on pension settlements in the event of divorce”.

4.7 Home-ownership promotion benefits

[1] If retirement benefits are insured under the SR, the insured person may, before reaching normal retirement age and within the limits of the statutory possibilities, use occupational pension assets to acquire residential property for his or her own use. Such use may take the form of early withdrawal of pension assets or their assignment as collateral. The Foundation provides the insured person with an information sheet detailing the preconditions and effects of these two alternatives, highlighting in particular:

a) the pension capital available for the purchase of residential property
b) the benefit reductions that early withdrawal or pledging will bring
c) the possibility of making good any deficiency in insurance cover for disability or death resulting from withdrawal or pledging
d) the tax due on withdrawal or a pledge
e) the entitlement to a refund of the tax paid on withdrawal or a pledge when the capital involved is repaid, together with the applicable time limit.

[2] The part of the pension capital resulting from a purchase may not be withdrawn within the statutory blocking period of three years after the purchase. This period starts again with every purchase the insured person makes.

[3] The Foundation provides insured persons considering withdrawal or a pledge with the information and services required by law, together with an application form.

[4] If the insured person is married or living in a registered partnership pursuant to the PartG, early withdrawal, each subsequent establishment of a lien on the residential property and pledging are subject to the written consent of his or her spouse or registered partner. If such consent cannot be obtained or is refused, the insured person may take the matter to court.

[5] The insured person shall owe the Foundation the cost contribution for processing an application for withdrawal or a pledge as set out in Allianz Suisse Life's Cost Schedule.

[6] If the insured person is disabled at the time of the application to withdraw occupational pension assets to acquire residential property, he or she is not entitled to make such a withdrawal.

4.8 Coordination of multiple benefits

4.8.1 General provisions

[1] In order to prevent unjustified advantage, survivors' and disability benefits payable in addition to the other relevant benefits are restricted to 100 percent of the reported annual salary prior to the occurrence of the insured event.

[2] The relevant benefits include in particular pension and capital benefits under the AHV/IV and the federal accident and military insurance (hereinafter referred to as "UV/MV") and any supplementary insurance policies. Pensions on disability (paid to the disabled and their children) and death (widow's/widower's pensions, partner's and orphan's pensions) are added together. Other relevant benefits also include those paid by domestic and foreign insurers and foreign social-security agencies. They do not include assistance to the destitute, severance payments or similar benefits. The coordination calculation also takes account of claims against liable third parties, and in the case of disabled persons the earned or compensation income that they have actually received or can reasonably be expected to receive. The inclusion of benefits that are not of the same kind or for the same purpose and to which the insured person did not become entitled as a result of the same event and the inclusion of liability claims are expressly permitted.

[3] As part of the maintenance of the entitlement to benefits in the event of the reduction or termination of the IV disability pension pursuant to Section 4.4.9, the disability pension will only be reduced to the extent that the reduction is offset by additional income and if it does not fall below the total income that the beneficiary received before the reduction or termination of the disability pension. The Foundation's disability pension may also be reduced if and by the extent to which, in combination with the relevant benefits, it exceeds the limit for overpaid benefits defined in the Pension Rules.

[4] The lump-sum death benefit from repayment of unappropriated retirement assets and the lump-sum death benefit from purchases are not included in the coordination calculation.

[5] The payment of other death and disability benefits insured in accordance with these Pension Rules in addition to other relevant benefits is subject to the following provisions.

[6] Capital benefits are converted to pensions for the coordination calculation according to actuarial principles.

[7] If federal accident or military insurance reduce or refuse benefits on the grounds that the actions concerned were deliberate, culpable or involved exposure to extraordinary hazards and risks, in particular in accordance with Article 21 ATSG, Articles 37 and 39 UVG and Article 65 or 66 MVG, the Foundation will not make up the reductions. The coordination calculation is based on the unreduced benefits.

[8] If the IV classifies the insured person as not in employment (change of status), a new overpaid benefits calculation is carried out. In such cases, the limit for overpaid benefits is not 100 percent of reported annual salary prior to the insured event but a putative lost income of zero.

4.8.2 Multiple causes

Where disability is due to more than one cause (sickness and accident), the benefits provided for in the GTC and the SR are only paid proportionately in respect of the cause that is covered.

4.8.3 Re-evaluation of the overpaid benefits calculation

The Foundation may review the conditions and the level of any overpaid benefits at any time and adjust its benefits on the basis of the outcome of the review at any time without it being necessary for the circumstances to have changed significantly.

4.9 Common benefit provisions

4.9.1 Accident cover and exclusion

Unless the applicable SR contain provisions to the contrary, the risk of accident is excluded.

4.9.2 Recourse

In the event of a claim and if called upon by the Foundation to do so, the beneficiary is obliged to assign to the Foundation any claim against third parties with joint and several liability up to the amount of the benefits payable by the Foundation.

4.9.3 Miscellaneous

[1] If the beneficiary was responsible to a significant extent for bringing about the death or disability or refuses to undergo IV rehabilitation measures, the Foundation may reduce or refuse to pay benefits. In the event of claims to a lump-sum death benefit from repayment of unappropriated retirement assets or from purchases, the relevant sequence of beneficiaries shall apply as if the person whose benefits were refused did not exist.

[2] If a criminal investigation or criminal proceedings have been instigated against an insured person on grounds of suspected insurance fraud, the Foundation may postpone its final decision on entitlement and on any payment of benefits until the final conclusion of the criminal case, provided that there is a connection with the claimed entitlement to benefits. During this period, it shall not be liable to pay interest on delayed benefits unless required by law to do so.

[3] The Foundation may discontinue the payment of benefits as a precaution if the insured person has violated his or her cooperation obligations by failing to promptly notify the Foundation of a change in his or her circumstances, or to promptly provide confirmation of marital status or life circumstances that has been demanded by the Foundation. The Foundation may also discontinue the payment of benefits as a precaution if there is reasonable suspicion that the benefits were received unlawfully. If the insured person is in pre-trial detention, in custody pending trial, or serving a sentence, the payment of cash benefits with the character of income replacement may be discontinued in whole or in part during this period.

[4] Beneficiaries are obliged to provide the Foundation with accurate information regarding all insurance benefits and other income.

[5] If all or part of the contributions owed by the employer remain unpaid even after the end of the first month of the calendar or insurance year for which they are owed, potentially resulting in the relevant pension scheme becoming insolvent in the event of benefits being due, then in the event of any claims from the insurance of the insured employer or of executives working for the employer in comparable positions (e.g. members of the Board of Directors or the Board of Management or Heads of Human Resources or Accounts) and on receipt of a corresponding written preliminary notice from the BVG Guarantee Fund, the Foundation will withhold its benefits until such time as the contributions owed have been paid in full or the BVG Guarantee Fund has given a written assurance or guarantee that the benefit in question will be paid.

[6] Benefits obtained improperly must be repaid to the Foundation. If the debtor is in arrears, he or she must pay arrears interest at the BVG minimum rate up to a maximum of 5 percent. Repayment may be waived if it would cause severe hardship to a recipient acting in good faith. The entitlement to repayment of improperly obtained vested benefits expires one year after the

Foundation became aware of it but no later than five years after payment of the benefits. Repayment may be made by deduction from future benefits if this is legally permissible. The right to claim more extensive compensation for damages is reserved.

[7] Future benefits cannot be pledged or ceded except in accordance with the provisions on pledges for home-ownership purposes using occupational pension funds. The entitlement to benefits may be netted against claims ceded to the Foundation by the employer if they relate to sums that have not been deducted from salaries.

[8] Otherwise, in the absence of overriding legal provisions to the contrary, the Foundation may at any time net benefits due for payment against its claims.

[9] Benefits are exempt from compulsory execution to the maximum extent permitted by law.

[10] Benefits on the death of the insured person do not form part of their estate.

4.9.4 Form and disbursement of benefits

[1] As a rule, retirement benefits are paid out in capital, survivors' and disability benefits as pensions. Subject to the three-year blocking period for lump-sum payments after a purchase, lump-sum benefits may also be disbursed as a pension and pension benefits as a lump sum in the cases prescribed by the Pension Rules. Provisions to the contrary are set out in the SR.

[2] The Foundation is authorised to pay a lump sum instead of an annuity if the full retirement or disability pension, excluding exemption from contributions, is less than 10 percent, the widow's/widower's pension is less than 6 percent or the orphan's pension is less than 2 percent of the respective AHV minimum retirement pension.

[3] When a disability pension is commuted, there is an additional entitlement to the transfer value plus the commuted value of the "exemption from the obligation to pay contributions" benefit. The payment of a lump sum and the transfer of the transfer value to a vested benefits institution ends any entitlement to further benefits in accordance with the SR and these regulations.

[4] As a rule, the Foundation pays pensions 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.

[5] Payments fall due 30 days after the Foundation receives all the information and documents required for disbursement.

[6] Benefits due for payment may – on the instructions of the Foundation – be disbursed by Allianz Suisse Life. Subject to any overriding legal provision to the contrary, the Foundation generally pays benefits that are due to the point of payment in Switzerland indicated by and in the name of the beneficiary or his/her legal representative.

[7] When lump sums disbursed in accordance with the provisions of the Pension Rules (such as disbursement of the transfer value in cash and advance withdrawal for home-ownership promotion) require the written consent of the recipient's spouse or registered partner pursuant to PartG, the Foundation is entitled to call for such consent to be authenticated at the insured person's expense.

[8] The Foundation is deemed to be in arrears if it is notified that it is delinquent in the appropriate legally prescribed manner. This applies even if the due date is subject to the expiry of a certain period of time. In the event of binding legal provisions to the contrary, these shall apply. Interest owed by the Foundation for late payments shall be equivalent to the interest rate applicable to retirement assets, but no more than 5 percent, subject to any applicable special agreement or to any provision in these Pension Rules to the contrary.

4.9.5 Adjustment of pensions in line with inflation

Retirement, survivors' and disability pensions are adjusted in line with inflation to the extent permitted by the financial possibilities of the pension scheme. Decisions on this are taken by the Pension Commission.

5. Financing

5.1 Obligation to pay contributions

5.1.1 Components of the total contribution

[1] The total cost of insurance provision consists of retirement credits, contributions for death and disability risks, cost contributions, contributions for inflation adjustment and the BVG Guarantee Fund, costs of special expenditure and regulatory fees and any special contributions.

[2] According to the model stipulated by the occupational pensions expert, the pension plans of each pension scheme must be structured in such a way that

a) the total contributions for all insured employees that serve to finance retirement benefits do not account for more than 25 percent of all salaries subject to AHV – maximised to ten times the upper BVG limit and – if the employer is also insured – do not exceed 25 percent of the – accordingly maximised – salary subject to AHV per year; or
b) the benefits provided for in the SR do not exceed 70 percent of the last salary or income subject to AHV before retirement – maximised to ten times the upper BVG limit.

In addition, the retirement benefits pursuant to the SR, together with those paid under the AHV and other domestic insurance arrangements, must not exceed 85 percent of the last salary or income subject to AHV prior to retirement between one and ten times the upper BVG limit.

[3] Furthermore, at least 6 percent of total contributions for all groups and pension plans conducted by the Foundation for the employer must finance benefits for the risks of death and disability.

5.1.2 Retirement credits (if retirement benefits are insured under the SR)

The retirement credits set out in the SR are levied annually.

5.1.3 Risk contributions for death and disability / cost contributions

Risk and cost contributions are set out in the rates table. The rates for individual contracts may be higher or lower than standard rates. In addition, insured persons may be divided into risk classes according to operating conditions and risk exposure (risk-category-based rates), and/or claims experience under the individual contract may also be factored in (experience-based rates).

5.1.4 Contributions for the BVG Guarantee Fund

The Foundation levies contributions for the BVG Guarantee Fund, which can be charged entirely to insured persons and the employer.

5.1.5 Cost contributions / regulatory fees

Cost of special expenditure are charged in accordance with the separate Cost Schedule. Pension schemes may be charged proportionately in respect of regulatory fees and flat-rate contributions to cover the Foundation's costs of statutory supervision. Charges are levied annually in arrears at the beginning of each year.

5.1.6 Special contributions

To guarantee the rates for interest on retirement assets and to convert retirement assets at retirement, the Foundation can levy special contributions pursuant to the applicable SR, provided that these are covered by the applicable Allianz Suisse Life collective insurance rate schedule approved by FINMA.

5.2 Obligation to pay contributions

5.2.1 Obligation to pay contributions

The obligation of the employer and the insured person to pay contributions commences when the insured person takes up employment, though not before the employee concerned has joined the group of insured persons. It ceases when the insured person reaches normal retirement age, on his or her death, on the early termination of his or her employment contract or when he or she ceases to be subject to compulsory insurance in accordance with these Pension Rules. No contributions are payable during the exemption from the obligation to pay contributions and during periods of extended cover.

5.2.2 Contributions of the employer and insured persons (employees)

[1] The employer pays at least half the total annual cost of pension and insurance cover, or that portion of it that does not have to be borne by insured persons in accordance with the provisions of the SR. This share must be at least half of the total contributions. Contributions payable by insured persons are deducted from their salaries by the employer. The employer is responsible for paying all contributions.

[2] Subject to any provision in the SR to the contrary, the insured person pays half of the total annual contribution or cost.

[3] The employer may make voluntary advance payments to the Foundation, thus building up contribution reserves (employer contribution reserves) from which the Foundation can source subsequent contributions.

5.3 Transfer value on entry

[1] If retirement benefits are insured under the SR, the insured person's transfer value from previous pension arrangements is added to his or her retirement assets on receipt.

[2] The deposit consists of retirement credits previously acquired within an extra-mandatory and/or elective pension scheme.

[3] The same applies to the elective components of a transfer value that cannot be transferred to the registered BVG pension fund because of its pension plan (statutory minimum benefits).

5.4 Purchasing additional benefits

If retirement benefits are insured under the SR.

5.4.1 Purchasing benefits in accordance with the Pension Rules

[1] Additional benefits may be purchased on becoming a member of the pension scheme with effect from the date of entry, and subsequently for as long as the insured person remains a member and no insured event has occurred. The purchase must take place before the insured person becomes entitled to retirement benefits.

[2] The purchase is based on the current insured salary and the current SR. The maximum purchase amount is equivalent to the difference between the maximum possible retirement assets that could be achieved – in accordance with the SR and without any gaps in the contribution period – based on the insured salary and the insured person's age at the end of the calendar year of the purchase. The calculation of the maximum possible retirement assets takes into account an offsetting factor pursuant to the SR.

[3] Where an insured person has maintained their pension cover after normal retirement age, the purchase may not exceed the maximum amount specified in the SR which is permitted until normal retirement age, minus the retirement assets already accrued at the time of the purchase.

[4] The maximum purchase amount is reduced:
- a) by any vested benefits that the insured person did not have to transfer to the Foundation, plus
- b) by any pillar 3a benefits that have to be taken into account by law, plus
- c) by the retirement capital paid out in connection with early retirement by a pension provider or a vested-benefits institution
- d) by the retirement assets held when the insured person begins to draw a retirement pension arising from early retirement in pillar 2.

[5] Before making a purchase, the insured person must inform the Foundation in writing of any balances as specified in paragraph 3 as part of his or her reporting and notification obligations under Section 1.5.1 paragraph 1 k). The Foundation accepts no liability for any consequences resulting from a breach of this reporting obligation.

[6] If these contributions with the effect of reducing the purchase amount have already led to the reduction of the amount payable when purchasing additional benefits in another pension scheme, the Foundation may waive the reduction if the insured person supplies proof in the form of written confirmation of the purchase calculation from the other pension scheme.

[7] If the insured person is a new arrival from abroad and has never been covered by pension arrangements in Switzerland, the maximum annual purchase amount in the five years following his or her first entry into pension arrangements in Switzerland is limited to 20 percent of his or her insured salary.

[8] When applying to purchase additional benefits, the insured person must notify the Foundation of when he or she first entered into pension arrangements in Switzerland.

[9] A direct transfer of pension assets from another country's occupational benefits plan to the Foundation is possible, provided that
- a corresponding agreement is concluded between the Foundation and the foreign institution, and

- the insured person does not claim a tax deduction for this transfer.

10 Each purchase is fixed in consultation with the insured person, taking account of his or her ability to work and the maximum as reduced in accordance with paragraphs 4 to 6. Persons drawing partial IV disability pensions can make purchases relating to the extent to which they are fit for work. As a general principle, the purchase amount thus determined is payable by the insured person, but all or part of it may also be contributed by the employer. The purchase takes legal effect only when it is received by the Foundation.

11 Any obligation on the part of the employer to provide standardised sums for purchases or for the provision of full pension benefits on early retirement must be explicitly stated in an additional Appendix to the SR.

12 Purchases are subject to the provisions on repurchases and purchases of elective benefits following a divorce.

13 Where purchases have been carried out, the resulting benefits cannot be drawn in lump-sum form within three years.

14 Where early withdrawals for home-ownership purposes have been made, the amounts involved must be repaid before voluntary purchases can take place.

5.4.2 Repurchase following pension settlements in the event of divorce

The details are regulated in Appendix 3 “Provisions on pension settlements in the event of divorce”.

5.5 Repayment of an early withdrawal

1 The full or partial repayment of an early withdrawal as part of the home-ownership promotion scheme is possible at any time until the entitlement to retirement benefits takes effect before reaching normal retirement age, until another insured event occurs or until the insured person becomes entitled to the transfer value. Repayment is no longer possible after the insured person has reached normal retirement age.

2 The repayment is used to increase retirement assets.

3 The amount of the repayment must be the proceeds of a disposal or, in other cases, at least CHF 10,000.

6. Final provisions

6.1 Participation in the profits from insurance contracts

1 The Foundation, as prescribed by the regulations applicable to the collective insurance contract, the statutory provisions and the surplus allocation plan approved by the competent authority, is entitled to a share of Allianz Suisse Life’s surplus in the occupational pension business.

2 The insured persons and pensioners have no direct entitlement to the surpluses allocated to the pension scheme or their collective insurance contract. If the surpluses are not credited to the savings held with Allianz Suisse Life in accordance with the regulations applicable to the collective insurance contract because no retirement benefits are insured, the surpluses are allocated to the free funds.

3 The insurer prepares an annual statement for each pension scheme showing the principles underlying the calculation and allocation of surpluses.

6.2 Free funds of the pension scheme

1 Free funds are formed by voluntary contributions from the employer, yields on assets, insurance benefits that cannot be paid out and the profit participation allocated to the groups of insured persons from the insurance contracts concluded for the account of the pension schemes. They have been allocated by the Pension Commission to the pension scheme’s free Foundation assets with or without a designated purpose, or the Pension Commission may not yet have decided on their appropriation.

2 The Pension Commission decides on the appropriation of free funds in accordance with the purpose described in the GTC. Any voluntary distribution to insured persons and pensioners to increase their retirement assets and pensions is made in accordance with the procedure specified in Appendix 1.

6.3 Partial or total liquidation

The details are regulated in the Partial Liquidation Regulations (Appendix 2).

6.4 Consequences of the annulment of the contract

1 With the annulment of the enrolment on which the insured persons’ pension and insurance arrangements are based, the collective insurance contract is also annulled. Insurance cover in accordance with the applicable SR also ceases with effect from the date of annulment (effective date), subject to the following provisions or any agreements to the contrary.

2 If the enrolment is annulled, the insured persons (those who are fit to work and those who are unfit to work), the partially disabled and the partially retired persons shall be affected by the loss of insurance cover in relation to the active portion of their policies, as well as the fully and partially disabled persons who have not reached normal retirement age in relation to the pension portion of their policies.

3 Full retirees and recipients of survivors’ pensions shall remain part of the Foundation, as shall partial retirees in relation to the pension portion of their policies.

4 The employer may not terminate the enrolment if the new pension provider refuses to take on the recipients of disability pensions.

5 The employer and the Pension Commission are obliged to reach a joint, timely and binding arrangement on the taking over of pension benefits by the new pension provider so that pensioners who do not remain with the Foundation do not experience an interruption in pension payments.

6 If the enrolment is terminated by the Foundation and the new pension provider does not take on the recipients of disability pensions, they shall also remain with the Foundation in relation to the pension portion of their policies.

7 Contrary to the above provisions, the Foundation may reach an agreement with the new pension provider as to whether individual groups or the entire group of pensioners shall transfer to the new pension provider. Agreements between the Foundation and the new pension provider require the approval of Allianz Suisse Life.

8 In other cases, the insured persons’ and pensioners’ corresponding pension claims (settlement values) shall be guaranteed in a legally acceptable form.

[9] When pensioners remain with the Foundation, the enrolment and the collective insurance contract in respect of the pensioners shall remain in force until their pension entitlements terminate. A lump sum shall be charged to the premium account for future statutory contributions to the security fund and invoiced to the employer.

[10] Upon annulment of the enrolment, the settlement value shall be payable for the annulled insurance policies. The settlement value is determined taking effective contract term into account and applying the rules for calculating settlement values upon cancellation of contract based on Allianz Suisse Life's actuarial principles and approved by the competent supervisory authority, all in accordance with the General Terms and Conditions for Collective Life Insurance in Supplementary Occupational Pensions outside the scope of the BVG (GTC SP) together with their technical appendix.
The settlement value is calculated on the basis of the technical reserves accrued under the insurance at this point in time.
If the annulled enrolment lasted fewer than five years, a deduction will be applied to the calculated value for interest rate risk.

[11] Settlement values are transferred to the new pension provider as capital. The Foundation is entitled to make payments on account to the new pension provider and to deduct any pensions paid out for periods extending beyond the effective annulment date.

[12] Pension assets transferred from previous insurance providers are also passed on in accordance with the rules applicable to settlement values.

[13] If the employer has fulfilled all its obligations and the Foundation is late in transferring the settlement values of the persons who are fit for work, it shall be liable to pay default interest on these assets. The interest rate shall be in line with sector agreements and recommendations if these are also acceptable to the new pension provider's insurer. Otherwise it is equal to the rate applied by the Foundation at the time of annulment to interest-bearing retirement assets.

[14] The settlement values for persons unfit for work and for current contribution waiver and/or pension obligations are subject to interest only if expressly provided in the takeover agreement by the new pension provider and if Allianz Suisse Life expressly consents to such arrangements.

6.5 Omissions in the Pension Rules

Where the Pension Rules contain no relevant provisions, other occupational pension regulations apply (BVG, OR, FZG, Directive etc.). In other cases the Board of Trustees of the Foundation designs a provision in keeping with the purpose of the Foundation and the concept of pension provision.

6.6 Changes to the Pension Rules

[1] The Board of Trustees may amend the GTC and the SR at any time in compliance with the applicable legal provisions and the Foundation Deed.

[2] The Pension Commission can at any time amend the SR within the powers held by it by virtue of the Organisational Regulations of the Foundation in consultation with Allianz Suisse Life. Changes come into force at least 30 days after the consent of the Board of Trustees is obtained, if this is required in accordance with the Organisational Regulations of the Foundation.

[3] Changes to these GTC fall exclusively within the competence of the Board of Trustees.

[4] Changes to the GTC and the SR, subject to any provisions to the contrary, apply only to insured events occurring after the date on which they come into force.

6.7 Place of performance and jurisdiction

[1] The place of fulfilment for benefits is the Swiss place of residence of the beneficiary, or failing that, the place of residence of his or her proxy in Switzerland, or failing that, the registered office of the Foundation.

[2] In the event of well-founded doubts as to potential beneficiaries, the Foundation may deposit payable benefits at its registered office.

[3] The place of jurisdiction is the Swiss registered office or place of residence of the defendant or the location of the insured person's employer.

6.8 Authoritative version of the Pension Rules

[1] The GTC and the SR apply as amended.

[2] The language version of the GTC and the SR determined upon the employer's enrolment with the Foundation is authoritative.

6.9 Entry into force

[1] This version of the GTC comes into force on 1 January 2024.

[2] When the SR and the GTC come into force they supersede or replace existing regulatory principles, subject to the following transitional provisions:

6.10 Transitional provisions

6.10.1 Transitional provision for current retirement and survivors' pensions, current disability pensions and disability cases for which the commencement of pension payments has been postponed because a salary or a replacement salary continues to be paid, no pension is being paid because of overcompensation, or the waiting period under the previously valid regulations has commenced (pending disability cases)

[1] The following principles apply:

a) Retirement and survivors' pensions that are current when these Pension Rules come into effect are governed until they expire by the provisions of the Pension Rules previously valid for these pensions.

b) Disability pensions that are current when these Pension Rules come into effect are governed until they expire by the provisions of the Pension Rules previously valid for these pensions.

c) Disability cases that are pending when these Pension Rules come into effect where

I. the commencement of pension payments has been postponed because a salary or a replacement salary continues to be paid are governed until they expire by the provisions of the Pension Rules that were valid when the entitlement to a pension began;

II. no pension is paid because of overcompensation are governed until they expire by the provisions of the Pension Rules that were valid when the entitlement to a pension began;

III. the waiting period under the previous Pension Rules has already begun are governed by the provisions of the Pension Rules valid at the start of the waiting period.

d) The management of the retirement assets of partially disabled insured persons in the passive component is continued on the basis of the last salary insured prior to the onset of incapacity. This salary is reduced in line with the entitlement to benefits that is decisive for the current disability pension.

e) If the current disability or retirement pension ceases on the death of the recipient, survivors' benefits are governed until they expire by the provisions of the Pension Rules by which the current retirement or disability pension was previously governed. In deviation from this provision, the entitlement conditions for life partner's pensions are always governed by the Pension Rules that were valid at the time of the pension recipient's death. However, a life partner's pension may never be higher than the spouse's pension calculated according to the Pension Rules that were valid for the current retirement or disability pension.

f) If the Pension Rules previously valid for a current disability pension provide that on reaching normal retirement age the disability pension current up to that point is replaced by a retirement pension, the following provisions apply:

I The normal retirement age that is decisive for the replacement is determined by the Pension Rules that were previously valid for the disability pension.
II The calculation of the retirement pension is based on the retirement assets available on reaching normal retirement age as per I above.
III The retirement assets calculated in accordance with II are converted into a retirement pension using the conversion rates defined in the Pension Rules valid at the time of the conversion.

2 In deviation from the principle defined in paragraph 1, the following provisions apply to disability pensions that are current and disability cases that are pending on 1 January 2022:

a) Upon the occurrence of a reason for revision as defined in Article 17 paragraph 1 of the Federal Act on the General Part of Social Security Law (ATSG), pensions for disability pension recipients born in 1967 or later are governed by the entitlement to benefits defined in Section 4.4.2 paragraph 3 of these Pension Rules. If a pension revision results in a lower pension despite an increase in the degree of disability or a higher pension despite a decrease in the degree of disability, the disability pension will continue to be determined according to the Pension Rules previously valid for this pension.

b) With effect from 1 January 2032, pensions for disability pension recipients born between 1992 and 2003 will automatically be governed by the entitlement to benefits of the Pension Rules valid at the time, irrespective of whether there is a reason for revision under Article 17 paragraph 1 ATSG or not. If this results in a lower pension, the previous pension will continue to be paid until a reason for revision under Article 17 paragraph 1 ATSG occurs.

c) For pending disability cases for which the waiting period has already begun under the previously valid Pension Rules, the pension is governed by the entitlement to benefits defined in Section 4.4.2 paragraph 3 of these Pension Rules.

3 In addition, the following always apply:

a) the coordination provisions of the Pension Rules valid at the time when the question of coordination arises

b) the provision on arrears interest of the Pension Rules valid at the time when the question of arrears arises

6.10.2 Transitional provision for the purchase of additional benefits

Section 5.4.1 paragraphs 5 and 6 only apply to persons joining the Foundation after 31.12.2005.

6.10.3 Transitional provision for the maximum insured annual salary

The restriction of the insured annual salary to ten times the upper BVG limit (10 x 300 percent of the maximum AHV retirement pension) does not apply to persons who have reached the age of 50 and were already insured with the Foundation on 1 January 2006 in respect of the death and disability cover in force at that time.

6.10.4 Transitional provision for the adjustment of the coordination deduction after partial retirement

The provisions of the SR relating to the coordination deduction for part-time employment also apply to partial retirement, regardless of when the SR entered into force.

6.10.5 Transitional provision for the use of the surplus

SR provisions that contradict the insurance contract regulations on the use of the surpluses ceased to apply on 31 December 2020.

6.10.6 Transitional provision for insured persons who reach normal retirement age before a reduction in the conversion rates

If an insured person reaches normal retirement age in December and the conversion rates used to calculate the retirement pension are reduced with effect from 1 January of the next year, the retirement pension will be calculated using the conversion rates that were valid on 31 December.