COPRÉ

PENSION REGULATION

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MVG/LAM	Federal Military Insurance Act
FZG/LFLP	Federal Law on Vesting in Pension Plans
ATSG/LPGA	Federal Law on General Social Insurance Law
BVG/LPP	Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans
WEFV/OEPL	Ordinance on Use of Pension Assets for Encouragement of Home Ownership
FZV/OLP	Ordinance on Vesting in Retirement, Survivors' and Disability Pension Plans
BVV2/OPP2	Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans

I. GENERAL PROVISIONS

Art. 1 – Purpose

1. By joining COPRÉ – (hereinafter: (the "Foundation"), a collective foundation under civil law, the affiliated employers and self-employed persons aim to protect their employees and/or themselves against the economic consequences of loss of earnings as a result of old age, death or disability.
2. Employers may be admitted to the Foundation on the same terms as their employees, subject to what is provided by law.
3. Self-employed persons may join, together with their staff, on a voluntary basis if they so request. However, a self-employed person may not be the only insured person.
4. Membership of the Foundation is based on an affiliation agreement that governs the rights and duties of each party. The resumption of membership by persons unable to work, pensioners or other persons, if accepted, shall be affected on the basis of an agreement on resumption of membership by pensioners.
5. The Foundation shall be entered on the register of occupational benefits institutions. It is subject to supervision by the supervisory authority for foundations and occupational benefits institutions with jurisdiction over its registered office.

Art. 2 – Pension Fund

The Foundation manages a pension fund for each company with which it has concluded an affiliation agreement.

Art. 3 – Contents of the Pension Regulations

1. These Regulations govern the rights and obligations of the Foundation, insured persons, employers and beneficiaries. The type and amount of the benefits and the financing thereof are set out in a pension plan drawn up for each company. Insured persons may be divided into different categories as defined in the pension plan. Membership in each category shall be determined on the basis of objective and non-discriminatory criteria. The definition of this category should allow for the affiliation of multiple insured persons.
2. The organisation of the Foundation, its election procedures, the powers of its

governing bodies and the investment of the Foundation's assets are governed by the Foundation's articles and regulations issued specifically for this purpose.

3. For purposes of these Regulations, registered partners within the meaning of the Federal Act of 18 June 2004 on Registered Partnerships (PartG/Lpart), as well as cantonal registered partnerships in Neuchâtel (law in force as of 1 July 2004) and Geneva (law in force as of 5 May 2001), are treated as married couples. They have the same rights and obligations as married persons. In the event of the death of an insured person, the registered partner is treated in the same way as a spouse. The dissolution of a registered partnership by court order shall be treated as a divorce between spouses (without division of vested benefits/pension benefits). French PACS and other foreign partnerships are excluded.

Art. 4 – Age

The qualifying age for admission, the amount of contributions and retirement credits and the calculation of the minimum vested benefits is the difference between the current calendar year and the year of birth.

Art. 5 – Normal retirement age

1. The normal retirement age is reached on the first day of the month following the month in which the insured person reaches the statutory retirement age within the meaning of the Federal Act on Occupational Retirement, Survivor's and Disability Pension Plans (BVG/LPP), or from the age indicated in the pension plan if the latter is different from the statutory retirement age.
2. Early retirement is possible from the first month after reaching the age of 58.
3. Deferred retirement is possible up to the age of 70, subject to the employer's consent, pursuant to the provisions set out in Article 20 of these Regulations.

Art. 6 – Obligation to be insured

1. All employees are admitted to the Foundation from 1st January following the date on which they reach the age of 17 and provided they receive from the employer an annual salary in excess of the amount set out in Articles 2 (1) and 7 BVG/LPP or the amount set out in the pension plan, as well as persons who have maintained their pension provision within the meaning of Articles 7_{bis} and 7_{ter} of these Regulations. They are deemed to be active insured persons.
2. The pension cover is final and not subject to exclusions as to the minimum benefits under the BVG/LPP and the benefits acquired upon transfer of the vested termination benefit, provided their insurance with the previous occupational benefits institution was not subject to exclusions.

Art. 6_{bis} – Exclusion on medical grounds

1. As regards regulatory benefits, the pension cover is granted at the start of the insurance on a final basis and not subject to exclusions only if the insured person was fully fit for work at the start of the insurance and the regulatory pension benefits do not exceed the limits set by the Foundation or the reinsurer. If the insured person is not fully fit for work at the start of the insurance and if the statutory benefits exceed the limits set by the Foundation or the reinsurer: The Foundation grants provisional cover limited to the statutory minimum benefits.
2. An insured person is deemed not to have full earning capacity if, at the start of the insurance, he/she is unable to work in full or in part for medical reasons, is receiving daily benefits as a result of illness or accident, is registered with the disability insurance scheme (IV/AI), is receiving a full or partial disability pension, or is no longer able to work in a job that is commensurate with his/her training and abilities for health reasons.
3. If an insured person becomes partially incapacitated for work when joining the

Foundation – even if he or she is not partially disabled within the meaning of the IV/AI – and the cause of such incapacity results in disability or death, the entitlement to benefits under these Regulations shall be limited to those due under the BVG/LPP minimum.

4. The Foundation may premise the grant of final pension cover for regulatory pension benefits on the result of a health questionnaire or a medical examination. In such case, it shall provide provisional cover limited to the BVG/LPP minimum. Upon receipt of the medical report, it shall decide on the grant of final cover with or without exclusions. However, the duration of an exclusion may not exceed five years.
5. The exclusion of cover shall result in the definitive termination of regulatory disability and survivors' benefits.
6. The Foundation shall take a decision no later than 60 days after receipt of the health questionnaire or medical examination. If exclusions are imposed, they shall be notified to the person in question in writing.
7. If an insured person becomes disabled or dies before the Foundation has taken a decision, the Foundation shall pay the insured person or his/her beneficiaries at least the benefits resulting from the application of the BVG/LPP and the benefits transferred in at entry.
8. Exclusions based on the state of the health of the insured person applied by former occupational benefits institutions must be adopted. They are valid for a maximum of five years from the date on which they were notified to the insured person by the previous occupational benefits institution.
9. No new health exclusions will be applied to the portions of benefits acquired through vested termination benefits.
10. If the insured person has failed to answer the questions or has answered them inaccurately, or if it is established that the medical questionnaire and/or medical certificate submitted to the Foundation is inaccurate or incomplete, the Foundation may resile from the pension agreement and refuse with final effect to disburse the regulatory disability and death benefits. The Foundation shall inform the insured person of its decision within 6 months of the date on which it definitely became aware of the insured person's non-compliance.
11. If the risk associated with the exclusion arises during the period of validity, the insured person's benefits shall be reduced with final effect to the level of the pension bought-in by means of the termination payment transferred in and, failing this, to the minimum mandatory under the BVG/LPP.
12. The provisions of paragraphs 1 to 8 of this article shall apply *mutatis mutandis* in the event of an increase in the insured remuneration or a change in pension plan. In such case, the confirmation of pension cover only concerns the difference between the new and the old benefits.

Art. 7 – Employees not subject to mandatory insurance and voluntary insurance

1. The following are not admitted to the Foundation:
   - persons whose employer is not subject to the obligation to pay retirement and survivors' (AHV/AVS) contributions;
   - persons employed for a limited period of 3 months or less. However, employees whose period of employment or assignment is limited shall be subject to mandatory insurance where:
     - the employment relationship is extended beyond 3 months without any interruption of the employment relationship: The employee shall then be subject to mandatory insurance from the time the extension is agreed;

    - several assignments with the same employer or assignments for the same temporary manpower company for a total of more than 3 months and no interruption exceeds 3 months: In such case, the employee is subject to mandatory insurance from the start of the 4th month of employment; where it has been agreed before the start of employment that the employee will be employed for a total period of more than three months, his/her insurance cover begins at the same time as the employment relationship;
  - employees who are gainfully employed by the affiliated company, if they are already subject to mandatory insurance cover for gainful employment in their primary capacity or if they are gainfully self-employed in their primary capacity;
  - employees who are at least 70% disabled within the meaning of the IV/AI;
  - employees who are not employed in Switzerland or whose work in Switzerland is unlikely to be of a lasting nature and who benefit from adequate pension schemes abroad (provided they justify their application for exemption from membership of the Foundation);
  - persons who remain affiliated to another occupational benefits institution within the meaning of Articles 26a and 47a BVG/LPP.
2. The Foundation does not provide voluntary insurance in accordance with Article 46 BVG/LPP.

Art. 7bis – External insurance

1. The Foundation shall take out external insurance for insured persons subject to the AHV/AVS scheme who are seconded to a company abroad that is economically linked to the employer for a limited period of 3 years at most.
2. They may choose to maintain either their entire occupational pension scheme or only their retirement pension scheme.
3. Insured persons wishing to benefit from such external insurance must obtain the employer's consent and submit their application one month before the date on which they leave the affiliated employer's payroll. They must provide a copy of their new employment contract and indicate the country or countries in which they will work and reside.
4. The external insurance begins on the day following the exit from the affiliated employer's payroll, but at the earliest on the date on which the application is accepted.
5. With reference to Article 6 of these Regulations, the Foundation reserves the right to refuse or limit the risk cover in the event of disability or death. The Foundation shall take a decision no later than 60 days after receipt of the application.
6. The Swiss employer is responsible for paying the contributions. The external insurance ends when the employment relationship with the company abroad ends for a reason other than death, disability or retirement. It shall also end if the insured person and the Swiss Employer so request or if contributions are late and the employer fails to comply with the reminder.
7. Otherwise, the provisions of these Regulations shall apply *mutatis mutandis*.

Art. 7_{ter} – Maintenance of pension benefits in the event of dismissal after the age of 58 – pursuant to Article 47a BVG/LPP

1. Insured persons who, after reaching the age of 58, cease to be subject to mandatory insurance cover as a result of the employer's termination of their employment relationship may request that their insurance with the Foundation be maintained to the same extent as before. The request for continuation must be made by the insured person no later than 1 month after the last day of the employment relationship.
2. The insured person may choose to maintain either only the death and disability cover or the entire insurance cover (death, disability and retirement). In such cases, the insured person is required to pay the full amount (employer's and employee's share) of the corresponding contributions (risk and costs only or savings, risks and costs). Contributions are calculated on the basis of the entire last insured salary immediately prior to dismissal. The contributions are due by the insured person on a monthly basis. The 4% increase per year after 20 years of age pursuant to Article 17 of the Federal Act on the Portability of Occupational Old Age, Survivors' and Invalidity Pensions (FZG/LFLP) or Article 43 of these Regulations is not calculated with respect to these contributions.
3. The foregoing is without prejudice to the affiliation agreement.
4. If the continuation of insurance has lasted for more than 2 years, all benefits shall only be paid in the form of a pension. Similarly, if the period of maintenance lasted longer than 2 years, it is no longer possible to withdraw the termination payment or pledge it for the purpose of home ownership.
5. The continued pension cover ends when the insured person joins a new occupational benefits institution and more than 2/3 of the termination payment are required for the buy-in of all regulatory benefits. If only part of the termination payment is transferred to another occupational benefits institution, the salary insured by the Foundation shall be adjusted accordingly. The maintenance of cover shall also end in the event of death or disability or when the insured person reaches the ordinary regulatory retirement age.
6. The insured person may terminate his/her continued insurance with the Foundation at any time by giving one month's notice to the end of a month. Termination by the Foundation may occur in the event of non-payment of the contributions due, following a written reminder and setting a 14-day payment period for the insured person. The foregoing is without prejudice to any individual contribution agreement.
7. If the continuation of pension provision has lasted more than two years and ends without the termination payment having to be transferred to a new pension provider, the retirement benefits shall be paid out. The provisions on the temporary "AHV/AVS bridge" extra-mandatory pension continue to apply.

Art. 7_{quater} – Unpaid leave

1. In the event of an unpaid leave of absence, the insurance may be continued in accordance with Art. 47 BVG/LPP, the regulations and the pension plan for a period to be agreed, but not exceeding 2 years.
2. The Employer and the insured person may submit a request to the Foundation, by written declaration signed by both parties, that the entire occupational benefit plan or only the retirement benefit plan be suspended during this period.
3. The request must be submitted to the Foundation within one month before the date on which the insured person leaves the mandatory occupational pension scheme.
4. Continuation of insurance coverage shall begin on the day following the departure

from the mandatory occupational pension scheme, but not before the application has been accepted.

5. The Employer remains responsible for paying the contributions due to the Foundation. The distribution of contributions may be freely redefined for this period by mutual agreement between the insured person and the Employer (the insured person may be required to pay the entire amount thereof).
6. Continuation of insurance coverage ends when the employment relationship with the Employer ceases for any reason other than death, disability or retirement. It also ends if the insured person and the Employer so request, or if the Employer is in arrears with the payment of contributions and does not comply with the reminder.
7. In all other respects, the provisions of these Regulations shall apply *mutatis mutandis*.

Art. 8 – Start and end of insurance

1. Subject to continuation in another occupational benefits institution within the meaning of Articles 26a and 47a BVG/LPP and 7_{bis}, 7_{ter} and 7_{quater} of these Regulations, the insurance shall commence at the same time as the employment relationship.
2. The insurance ends if the minimum salary is no longer reached on a permanent basis or if the employment relationship is terminated, provided there is no entitlement to benefits for retirement, death or disability. The foregoing is without prejudice to the provisions of Articles 7_{bis}, 7_{ter} and 7_{quater} of these Regulations.
3. If an insured person's AHV annual salary falls below the amount set out in Article 2 (1) BVG/LPP, without any death or disability benefits becoming due, the insured person's death and disability insurance shall lapse. His or her retirement savings capital shall be used in accordance with Article 43 of these Regulations. The foregoing is without prejudice to the provisions of Articles 7_{bis}, 7_{ter} and 7_{quater} of these Regulations.
4. If an insured person's AHV/AVS annual salary is temporarily reduced as a result of illness, accident, unemployment, maternity, paternity, the care of a closely related person from 01.07.2021 onwards or similar circumstances, the insured salary and the obligation to pay contributions shall be maintained for at least the duration of the employer's statutory obligation to pay the salary. However, the insured person may request a reduction.

Art. 9 – Duty to provide information

1. When joining the pension fund, insured persons are required to submit to the Foundation, on their own initiative, the termination statement(s) of their previous occupational benefits institution(s) and the statement of their vested termination benefits. In addition, at the time of affiliation and in the event of a subsequent increase in benefits, they are obliged to inform the Foundation, upon demand, of their state of health and to complete a health questionnaire. The Foundation may require, at its own expense, the consultation of a doctor of its choice.
2. insured persons must inform the Foundation of any amounts and dates of buy-ins made during the last 3 years prior to joining the Foundation and provide it with all necessary information in connection with buy-ins pursuant to Article 47 of these Regulations.
3. If the insured person fails to declare a significant risk of which he or she was or should have been aware, the Foundation may reduce or cancel the regulatory benefits to the extent permitted by law. It shall then notify the insured person within six months of becoming aware of the breach of the duty to provide information. The foregoing is without prejudice to Article 6 (5) of these Regulations.
4. Insured persons are obliged to notify the Foundation through the employer of changes to their marital status and the start or end of a maintenance obligation. Any

change in the level of employment or in the capacity to work must also be notified to the Foundation.

5. At the request of the Foundation, beneficiaries of a retirement pension must present a certificate of life or civil status prepared at their own expense.
6. Beneficiaries of disability pensions, surviving spouses and domestic partners are required to provide the Foundation with all necessary information and supporting documents concerning any income to be taken into account (e.g. Swiss and foreign social security benefits, benefits from other pension funds, income from gainful employment).
7. Beneficiaries of a child's or orphan's pension who wish to claim a pension beyond the age of 18 or 20 according to the pension plan must periodically provide a certificate from the educational or training organisation concerning the nature and duration of their programme.
8. The Foundation shall be entitled to suspend payment of its benefits until the necessary information and documents have been provided. No interest shall be paid on benefits for which the delay in payment is caused by the beneficiary.

Art. 10 – Obligations of employers to provide information

1. Employers shall immediately inform the Foundation of any event that may give rise to, alter or terminate the entitlement to benefits, including in particular the start and end of incapacity for work, a potential change in the level of activity or any increase or decrease in the determinative salary. They shall also inform the Foundation of the termination of employment and indicate whether it is a dismissal.
2. In particular, employers are obliged to provide reliable data on insured salaries in an appropriate form and within the required timeframe.
3. The employer shall provide its insured employees with all information transmitted by the Foundation in a sealed envelope and intended for them.
4. An employer who fails to provide information or who provides incorrect information must, where applicable, compensate the Foundation for any loss caused.

Art. 11 – Information provided to insured persons

1. At least once a year, the Foundation shall issue a pension certificate for each insured person, which shows the retirement savings capital according to the BVG/LPP minimums, the accumulated retirement savings capital, the insured benefits, the vested benefits, the salary and the contributions paid to the Foundation. In the event of any discrepancy between the information contained in the pension certificate and that contained in these Regulations, the latter shall be authoritative.
2. The Foundation provides information on the organisation, financing and members of the joint administration body on its website (www.copre.ch).
3. Upon request, the Foundation shall provide the insured person with further information on the status of the Foundation's pension plan and the Foundation's activities.
4. The basis for the information provided by the Foundation to insured persons is the most recent report by the accredited pension actuary drawn up in accordance with Article 52e (1) BVG/LPP.
5. In the event of divorce, the Foundation shall provide the insured person or the competent judicial authorities, upon request, with the information specified in Article 24 FZG/LFLP in conjunction with Article 19k FZV/OLP.

Art. 12 – Transfer-in at entry

1. The insured person is obliged to transfer the termination benefits from former occupational benefits or vested termination payments to the Foundation.
2. The transferred termination benefits shall be credited to the individual account of the insured person. The foregoing is without prejudice to the special provisions of the pension plan.
3. If the termination payment exceeds the transfer-in amount, the insured person may use the remaining amount to maintain his or her pension in another permissible form.
4. If the benefits insured by the Foundation have reached the maximum in accordance with the salary and pension plan in force (no purchase gap), the Foundation reserves the right to refuse contributions of any subsequent vested benefits that have not been transferred within 6 months of the insured person joining the Foundation.
5. The insured person may also make a buy-in in accordance with Article 49 of these Regulations.

II. SALARY PROVISIONS

Art. 13 – Relevant salary

1. The employer shall set the relevant annual salary and notify the Foundation thereof on 1st January of each year or upon the employee's entry into service. Salary changes occurring during the year shall be taken into account.
2. The relevant annual salary is maximum the annual salary in accordance with the Swiss Federal Act on Old Age and Survivors' Insurance (AHVG/LAVS) agreed on 1st January of the year or at the start of the employment contract. Occasional salary elements are not taken into account, unless otherwise provided in the pension plan. Occasional items include, but are not limited to, special bonuses, bonuses, overtime, job allowances, gratifications, severance payments and commissions. In any event, only AHV/AVS-relevant salary components may form part of the relevant salary.
3. If an insured person is employed for less than one year (e.g. seasonal staff, temporary staff), his or her qualifying salary shall be the salary he or she would earn if he or she had worked for the whole year.
4. For insured persons whose employment and remuneration terms are irregular, the annual determinative salary shall be fixed at a flat rate on the basis of the last AHV/AVS annual salary of the insured person. Changes already agreed upon at the time of determining the salary shall be taken into account. The annual determinative salary may also be ascertained on the basis of the agreed periodic salary and the average level of employment, converted to an average annual salary, if the insured person has been employed by the employer for less than one year.
5. The determinative salary or the determinative income of self-employed persons may not exceed the salary or income subject to AHV/AVS contributions.
6. The employer must notify the Foundation of all salaries subject to mandatory insurance and provide it with the information required for keeping the retirement accounts and calculating contributions within 30 days of the change of salary. In addition, it must provide the auditor with the information that it requires in order to carry out its tasks. In addition, in order to ensure compliance with the provisions of the Ordinance on Occupational Old Age, Survivors' and Invalidity Pension Provision (BVV2/OPP2), the Employer undertakes to provide the Foundation with all necessary information concerning any cover of pension benefits with another occupational benefits institution.

Art. 14 – Insured salary

1. The insured salary is defined in the pension plan. If necessary, the coordination deduction and the minimum and maximum

amounts shall be adjusted in accordance with the provisions of the BVG/LPP.

2. In all cases, the insured salary is limited to 10 times the upper limit pursuant to Art. 8(1) BVG/LPP.
3. If the insured person is a member of more than one pension plan and the sum of his salaries subject to AHV exceeds the limit, he must inform the Foundation of all existing pension plans and the salaries insured under them. The insured person who is simultaneously employed by multiple employers is insured under these Regulations for the salary he receives from the affiliated company.

Art. 15 – Continuation of pension insurance at the level of the last insured salary

1. Insured persons who have reached the age of 58 and whose qualifying salary according to Article 14 of these Regulations is reduced by no more than half may request the continuation of their pension cover at the level of their last insured salary, up to normal retirement age at the latest. In the event of a subsequent reduction, the reduction of one-half shall be calculated on the basis of the relevant salary on the day of the first reduction.
2. By way of derogation from Article 46 of these Regulations, the contributions of the Employer and the insured person in connection with the continuation of pension insurance shall be financed in full by the insured person. The employer may participate in such financing if it wishes.
3. The 4% increase per year after 20 years of age pursuant to Article 17 FZG/LFLP or Article 43 of these Regulations is not calculated with respect to these contributions.
4. As long as the insured salary is maintained within the meaning of paragraph 1 of this Article, the insured person may not receive partial early retirement.

Art. 16 – Special provisions

1. For insured persons who are partially incapacitated for work within the meaning of the IV/AI, the threshold amounts specified in the pension plan, if applicable, shall be set in proportion to their capacity to work.
2. In the event of a partial disability of an insured person, the insurance shall be divided into an “active” part corresponding to his or her degree of fitness for work and a “passive” part corresponding to his or her degree of disability. For purposes of allocation, the insured salary that was in effect immediately prior to the start of the incapacity for work that led to the disability shall be deemed determinative.
3. The part of the salary allocated to the “passive” portion of the insurance shall remain constant. For the “active” portion of the insurance, the relevant annual salary is the income earned on the basis of the ability to work.
4. The pension plan may provide that any coordination deductions and limits as to amount for part-time employees are determined in proportion to their actual level of employment.

III. BENEFITS

Art. 17 – Overview of benefits

1. In accordance with these Regulations, the Foundation shall provide the following benefits:

   a) for retirement:
   - Retirement pensions Art. 19 – 21
   - Retired person's child pensions Art. 22
   - AHV bridge pensions Art. 19bis

   b) for disability:
   - Disability pensions Art. 23 – 23ter
   - Disabled person's child pensions Art. 24

- Exemption from payment of contributions Art. 25

c) for death:

- Spouse's, cohabiting partner's and ex-spouse's pensions Art. 26 – 30
- Orphan's pensions Art. 31
- Lump-sum death benefit Art. 32

d) lifelong pension for divorced spouses and separate partners: Art. 33 – 33bis

e) General provisions applicable to benefits: Art. 34 – 39

f) benefits in the event of termination of the employment relationship:

- Vested termination benefits Art. 42 – 45

1. The benefits are insured in the event of illness or accident, subject to Articles 35 and 36 of these Regulations.
2. Entitlement to benefits shall not become time-barred if the insured person has not left the Foundation at the time of the occurrence of the insured event.
3. In the event of unwarranted payment of benefits, the right to claim restitution shall lapse three years after the pension fund became aware of the fact, but no later than five years after the payment of the benefit. If the right to claim repayment arises from a wrongful act which is subject to a longer period of limitation under penal law, the longer period shall apply.
4. If the Foundation is the last occupational benefits institution of the insured person and the insured person is not affiliated to the occupational benefits institution obliged to provide disability or death benefits at the time when the entitlement to benefits arose, the Foundation shall pay the advance benefit. This benefit is limited to the benefit payable pursuant to the minimum benefits defined in the BVG/LPP. If it is established that another occupational benefits institution is obliged to pay benefits, the Foundation will assert its claim for reimbursement of the advance payment (including interest) from the pension fund responsible.
5. Other benefits may be provided in accordance with the pension plan.
6. The pension plan defines the insured benefits for each affiliated company.

Art. 18 – Retirement savings capital

1. An individual retirement savings capital account is kept for each insured person in order to finance retirement benefits. This account is opened at the start of retirement pension provision in accordance with the pension plan.
2. The retirement account shall be credited for:
   - retirement savings credits
   - termination benefits from former occupational benefits institutions
   - benefit buy-ins
   - additional benefit buy-ins after divorce
   - amounts credited in connection with occupational pension sharing following divorce
   - reimbursement of early withdrawals for the promotion of home ownership
   - interest and other charges.
3. The retirement account shall be debited for:
   - advance withdrawals for the promotion of home ownership
   - amounts transferred as part of the occupational pension settlement following divorce.
4. Buy-ins following divorce and repayments of early withdrawals in connection with the promotion of home ownership are credited as between extra-mandatory and mandatory pension provision in the same proportion as when they were withdrawn from the retirement capital savings accounts.

5. The annual amount of the retirement credits to be paid is set out in the pension plan.

Art. 18bis – Interest

1. Interest is calculated on the basis of the retirement savings capital accrued at the end of the previous year and credited to the retirement account at the end of the calendar year. No interest is calculated for the current year.
2. If a vested termination benefit or a buy-in is made during the course of the year, interest is calculated on a pro rata temporis basis.
3. If an insured event occurs during the course of the year, interest is calculated on the basis of the retirement savings capital accrued at the end of the previous year up to the date on which the right to benefits arises.
4. The board of trustees shall set the interest rate credited to the retirement savings accounts for the previous year after taking note of the annual accounts and in accordance with the statutory provisions. This rate shall in principle be at least equal to the minimum interest rate set by the Federal Council under the BVG/LPP. However, if the financial equilibrium of the Foundation or the upgrading of the reserves required for the operation of the Foundation so require, the board of trustees shall be entitled to apply a lower interest rate without the latter falling below 0%. The foregoing is without prejudice to the provisions of applicable law.

A) Retirement benefits

Art. 19 – Retirement pension

1. Unless otherwise provided in the pension plan, the lifelong retirement pension becomes due when the insured person reaches normal retirement age.
2. The retirement pension is calculated using the conversion rate set out by the board of trustees in the Annex hereto. The foregoing is without prejudice to different conversion rates defined in the pension plan or in an addendum.
3. If an insured person is disabled within the meaning of the IV/AI at the time he reaches normal retirement age, his retirement pension may not be less than the retirement pension under the BVG/LPP, including adjustments for price inflation.
4. If an insured person ceases to be gainfully employed after reaching the age of 58, he or she may request early retirement benefits. The foregoing is without prejudice to the provisions of article 7ter par. 4 of these Regulations. The conversion rate shall be adjusted according to the age attained at the time the right to an early retirement pension arises. The insured person may also request the allocation of his or her termination benefit in accordance with Chapter V of these Regulations.

   In exceptional cases, and in accordance with article 1i BVV2/OPP2, the minimum retirement age may be lowered to 55 years at the earliest in the event of company restructurings, or if a lower retirement age is provided for due to reasons of public security.

   In the event of a company restructuring, the affiliated company must give notice that this restructuring is taking place and provide proof that the right to take early retirement prior to attaining the age of 58 has been provided for under the social plan being put into effect as part of the restructuring operation.

   The conversion rates scale is adapted as follows; (-0.2% per year less than the Foundation's current scale - conversion rate 2026).

Man

Age	
55	3.40%
56	3.60%
57	3.80%
58	4.00%

Woman

Age	
55	3.60%
56	3.80%
57	4.00%
58	4.20%

1. The reduction of the retirement pension in the event of early retirement may be bought in in full or in part by means of an additional contribution (one-time or additional buy-in contributions), in accordance with Article 47bis of these Regulations.
2. If an insured person does not retire on the planned date in accordance with the buy-in made, Article 47bis (2) of these Regulations shall apply.

Art. 19bis – AHV bridge pension

1. Insured persons in receipt of early retirement may request the payment of an AHV-bridge pension.
2. The insured person is free to determine the amount of the monthly bridge pension (at least 25% of the maximum AHV/AVS pension, at most 150% of the maximum AHV/AVS pension). The retirement savings capital used to calculate the lifelong retirement pension is reduced by the sum of the monthly payments to be made between early retirement and the statutory retirement age.
3. The AHV bridge pension may be financed by means of a one-off payment, which must be made no later than the day before early retirement.
4. In the event of death before the normal retirement age, the AHV bridge pension payments shall continue until the deceased's normal retirement age.
5. The early retirement benefit may be taken as a lump sum in accordance with Article 39 of these Regulations.

Art. 20 – Deferred retirement

1. If an insured person continues to work beyond ordinary retirement age, the retirement benefits insurance may be extended until final cessation of his or her gainful employment, but at most until the age of 70.
2. No risk contribution (disability and death) is due in the event of deferred retirement. Other contributions and costs are due until retirement benefits are paid.
3. An insured person who becomes disabled - within the meaning of these Regulations - while continuing to work beyond the normal retirement age loses all entitlement to disability benefits from the Foundation for the remaining insured work, and only those

retirement benefits that are still insured are acquired.

4. In the event of death during the deferred period, ordinary survivors' benefits shall be financed from the available retirement savings capital.
5. The amount of the retirement pension is equivalent to the retirement savings capital acquired at the effective retirement age, multiplied by the conversion rate set by the board of trustees and corresponding to the actual retirement age. The foregoing is without prejudice to different conversion rates as defined in the pension plan or in an addendum thereto.
6. The continuation of the insurance shall be proportionate to the remaining gainful employment.
7. The deferred retirement benefit may be taken as a lump sum in accordance with Article 39 of these Regulations.

Art. 21 – Partial retirement

1. Insured persons may take partial retirement between the ages of 58 and 70 with the consent of their employer. Retirement must be at least 30% of the current level of employment and the remaining level of employment must be at least 30%. The degree of retirement corresponds to the ratio between the reduction in the insured salary and the insured salary before reduction, taking into account the aforementioned minimum level of employment.
2. In the event of partial retirement, the retirement capital is divided into two parts according to the degree of retirement:
   a) for the part corresponding to the degree of retirement, the person is considered a pensioner;
   b) with regard to the other part, the person is considered an active insured person; In this case, the entry threshold and the coordination amount are adjusted according to the retirement rate.
3. The partial retirement pension is paid in the same proportions as between the mandatory and extra-mandatory portions.
4. Partial retirement is irrevocable.
5. If an insured person becomes disabled within the meaning of these Regulations after taking early partial retirement, he/she shall be entitled to disability benefits from the Foundation within the scope of the gainful employment that remains insured.
6. The partial retirement benefit may be taken as a lump sum in accordance with Article 39 of these Regulations.

Art. 22 – Pensioner's child's pension

1. Recipients of a retirement pension are entitled to a pensioner's child's pension for each child who would be entitled to an orphan's pension at the time of their death. Art. 31 par. (1) to (3) of these Regulations shall apply *mutatis mutandis*.
2. The annual amount of the pensioner's child's pension is determined in accordance with the pension plan.
3. Entitlement to a pensioner's child's pension that already existed at the time the divorce proceedings were initiated is not affected by occupational pension sharing.

B) Disability benefits

Art. 23 – Definition of disability

1. Disability benefits may be granted to persons who:
   a) are at least 40% disabled within the meaning of the DI, provided they were insured at the onset of the incapacity for work, the cause of which led to their disability;
   b) had an incapacity for work of at least 20% but less than 40% as a result of a congenital disease when they started gainful employment, provided they were insured when the incapacity for work, the cause of which led to their disability, increased to at least 40%;

c) who became disabled before they reached the age of majority (Article 8 (2) ATSG/LPGA), were incapacitated for work between 20 and 40% at the start of gainful employment and were insured when the incapacity for work, the cause of which led to the disability, increased to at least 40%.

2. In any event, if the entitlement to disability benefits is based on b or c above, they shall be limited to those defined in the BVG/LPP.
3. Disability occurs when the insured person is disabled within the meaning of the IV/AI and was insured by the Foundation when the incapacity for work occurred, the cause of which led to the disability.
4. If the decision of the IV/AI is manifestly untenable, the Foundation is not bound by the decision and may proceed to undertake an independent assessment of disability through a medical officer, at its own expense. In addition, pursuant to Article 52 ATSG/LPGA, the Foundation reserves the right to appeal against a decision of the IV/AI.

Art. 23bis – Disability pension

1. If the degree of disability is 70% or more, the insured person is entitled to a full disability pension.
2. If the degree of disability is between 50 and 69%, the insured person is entitled to a disability pension in the proportion corresponding to the degree of disability.
3. If the degree of disability is less than 50%, the insured person is entitled to a disability pension based on the following percentages:

Degree of disability	Percentage of pension
40%	25.0%
41%	27.5%
42%	30.0%
43%	32.5%
44%	35.0%
45%	37.5%
46%	40.0%
47%	42.5%
48%	45.0%
49%	47.5%

1. If the degree of disability is less than 40%, there is no entitlement to any benefit.
2. A different scale may be provided for in the benefit plan or in a rider thereto.
3. The entitlement to disability benefits under the BVG/LPP minimum shall arise at the same time as the entitlement to disability benefits under the IV/AI. Payment of disability benefits may nevertheless be deferred until the end of the entitlement to salary or substitute compensation, at least half of which is funded by the employer and which is equal to at least 80% of the lost salary.
4. If the insured person has been fully fit for work for more than one year without interruption prior to a relapse (same origin recurrence of disability), a new waiting period (according to the pension plan) starts to run. If the insured person suffers a relapse of the same illness before the expiry of a one-year period and the disability benefits have already expired, they shall be paid without a further waiting period and

any adjustments made in the meantime shall be cancelled.

5. Entitlement to regulatory disability benefits arises at the same time as entitlement to IV benefits, but at the earliest when the waiting period expires. If the agreed waiting period under the pension plan is 12 months or more and there is sickness benefits insurance in place, the insured disability pension will be paid from the day on which the entitlement to sickness benefits expires, at the latest after the agreed waiting period.
6. Entitlement to a minimum BVG/LPP or regulatory disability pension shall lapse when the disability ceases, the degree of disability falls below the minimum level of 40%, upon the death of the insured person or when the insured person reaches the normal retirement age.
7. The amount of the full disability pension is set out in the pension plan.
8. In the event of a change to the pension plan, the new provisions of the said plan relating to the disability pension shall only apply in the event of disability for which the incapacity for work which led to the disability occurred later than the date on which the new provisions came into force.
9. In the event that the entitlement to a disability pension lapses as a result of the cessation of disability, the insured person is entitled to a vested termination benefit in the amount of his/her accrued retirement account, subject to paragraph 13 of this Article.
10. The provisions of this Article are without prejudice to the provisions of Article 26a BVG/LPP concerning the provisional continuation of insurance and entitlement to benefits in the event of a reduction or termination of the disability pension.
11. After a division of the occupational benefits following divorce, the Foundation may only reduce the disability pension if the pension assets up to the date of entitlement to the pension have an impact on the calculation of the pension under the pension plan. The Foundation may reduce the disability pension by no more than the amount that would have been reduced if it were calculated on the basis of the pension assets less the transferred portion of the termination payment. The reduction shall be calculated in accordance with the regulations applicable to the calculation of the disability pension to be reduced. The reference date for calculating the reduction shall be the initiation date of the divorce proceedings.

Art. 23ter – Reassessment of the disability pension

Once determined, the disability pension will be increased, reduced or withdrawn automatically or upon request if the insured person's degree of disability:

a) is subject to a modification of at least 5 percentage points or

b) reaches 100%.

Art. 24 – Disabled person’s child’s pension

1. Beneficiaries of a disabled person’s pension are entitled to a disabled person’s child’s pension for each child who would be entitled to an orphan’s pension upon their death. Art. 31 (1-3) of these Regulations shall apply *mutatis mutandis*.
2. Entitlement to a disabled person’s child’s pension that already existed at the time the divorce proceedings were initiated is not affected by the occupational pension sharing.
3. The annual amount of the disabled person's child’s pension is specified in the pension plan. In the event of partial disability, the disabled person’s child’s pension shall be calculated according to the same ratio as the disability pension (see Article 23bis (1) to (5) of these Regulations).
4. In the event of a change to the pension plan, the new provisions of the said plan relating to the disabled person’s child’s pension shall only apply in the event of disability for which the incapacity for work which led to the

disability occurred later than the date on which the new provisions came into force.

Art. 25 – Exemption from payment of contributions

1. In the event of incapacity for work, insured persons are exempted from paying contributions after a waiting period fixed in the pension plan. Periods of incapacity for work due to the same cause will be accumulated. In the event of recurrence, Art. 23bis (7) of these Regulations shall apply *mutatis mutandis*.
2. In the event of disability, the exemption from paying contributions is granted for as long as the disability continues, but at the latest until the insured person reaches normal retirement age or dies. The insured salary earned at the start of incapacity for work shall serve as the basis for calculating the savings contributions during the period of disability. In the event of partial disability, exemption from payment of contributions shall be allocated in the same proportion as the disability pensions (see Article 23bis (1) to (5) of these Regulations).
3. Where the pension plan provides for the choice between several contribution plans, the exemption shall apply to the contributions under the plan to which the insured person was subject at the time of the occurrence of disability, unless the pension plan provides otherwise.

C) DEATH BENEFITS

Art. 26 – Surviving spouse's pension

If a surviving spouse's pension is insured under the applicable pension plan, entitlement to pension benefits arises in the following circumstances:

1. In the event of the death of an active insured person, disabled insured person or pensioner, the surviving spouse shall be entitled to a pension the amount of which is set out in the pension plan.
2. Entitlement to a pension shall arise at the start of the month following death, but at the earliest at the time when entitlement to full salary ceases or when entitlement to a retirement or disability pension ceases.
3. The entitlement to a pension shall lapse upon the death of the surviving spouse or in the event of (re-) marriage. In this case, the surviving spouse shall receive an allowance equal to three times the annual amount of the surviving spouse's pension, but at least the accumulated retirement savings capital, less any benefits already paid upon the death of an active insured person.
4. The foregoing is without prejudice to the case of deferred retirement in accordance with Article 20 of these Regulations. If the employee continues to engage in gainful activity after ordinary retirement age, the survivor's benefits are calculated on the basis of the retirement pension at the time of death, i.e. 60% of the retirement pension which would have been disbursed.

Art. 27 – Cohabiting partner's pension

1. If it is established that cohabiting partners have formed a cohabiting partnership similar to marriage, the surviving spouse shall be entitled to a partner's pension, subject to the conditions of paragraph 2 of this Article.
2. The surviving cohabiting partner must meet the following cumulative criteria:

   c) They must fulfil the requirements for eligibility for marriage under the Civil Code (ZGB/CC) or for the registration of a registered partnership under the Civil Partnership Act (PartG/LPart);

   d) They cannot be married or related and or registered within the meaning of the Act on Registered Partnerships as same-sex partners. If the insured person is divorced, the joint household begins at the earliest on the date on which the divorce judgment becomes legally binding;

e) They cannot be receiving a surviving spouse's, surviving partner's or ex-spouse's pension (even if the domestic partner is divorced) or a lump sum in lieu of a pension from another occupational benefits institution;

f) They have lived together exclusively and continuously with the insured person in a common household for the last 5 years immediately preceding the death, or have supported at least one child who was jointly dependent.

3. [sicThe surviving person must provide the necessary documentation for investigations no later than 3 months after the death. The survivor must produce evidence of cohabitation.

4. In the event of multiple cohabiting partners providing support for a common child in accordance with paragraph 2 of this Article, the person who last formed a cohabiting relationship with the insured person within the meaning of Article 20a BVG/LPP shall be entitled to cohabiting partner benefits.

5. All costs and fees shall be borne exclusively by the applicant.

6. In addition, the provisions on the surviving spouse's pension apply to the cohabiting partner's pension, subject to the following points:

   - The cohabiting partner's pension is not adjusted for price inflation.
   - Entitlement to a cohabiting partner's pension lapses with final effect upon the death of the cohabiting partner, if the cohabiting partner marries or maintains a new life partnership within the meaning of this Article.

7. The cohabiting partner's pension is only paid if the pension plan provides for the insurance of a surviving spouse's pension.

Art. 28 – Amount of surviving spouse's pension

1. The amount of the surviving spouse's pension shall be determined by the pension plan.
2. A surviving spouse who fulfils the requirements for a surviving spouse's pension may request a one-time lump sum payment. The lump sum payment is described in Article 39 (2) of these Regulations. The surviving spouse must give written notice of his or her wish to receive a lump sum payment no later than 3 months after notification of the amount of the lump sum payment, but no later than 12 months after death. The chosen form is binding. The foregoing is without prejudice to the provisions of Art. 7_{ter} (4).

Art. 29 – Reduction and termination of surviving spouse's pension

1. If the spouse's age is more than 10 years lower than that of the insured person, disabled person or retired person, the amount of the surviving spouse's pension shall be reduced. The reduction corresponds to 1% of the amount of the pension for each full or partial year in excess of the age difference of 10 years.
2. If the marriage was concluded after the statutory retirement age, the surviving spouse's pension shall be reduced by 20% for each full or partial year in excess of the statutory retirement age.
3. If the insured person had reached the statutory retirement age at the time of marriage and died of an illness within 2 years of the date of marriage, only benefits corresponding to the statutory minimum shall be paid in the form of a surviving spouse's pension. In such case, no cohabiting partner benefits are payable.
4. These restrictions shall not apply to the extent that they would result in benefits lower than those due under the BVG/LPP.
5. Paras. 1 to 3 of this Article apply *mutatis mutandis* to cohabiting partners.

Art. 30 – Entitlement of the surviving divorced spouse

1. The surviving divorced spouse shall be treated the same as a surviving spouse, provided that the marriage lasted at least 10 years and that he or she has received a corresponding pension pursuant to the divorce judgment in accordance with Article 124e (1) or Article 126 (1) ZGB/CC.
2. The divorced surviving spouse is entitled only to the statutory minimum benefits, to the exclusion of any regulatory survivors' benefits.
3. He or she shall be entitled to benefits only to the extent that the claims arising from the divorce settlement exceed those of the other insurance schemes, in particular those of the Federal AHV and the IV, but up to the amount of the BVG/LPP benefits. The entitlement of the divorced surviving spouse to survivors' benefits shall continue for as long as the pension would have been due under the divorce judgment.
4. A divorced spouse who received a pension or lump sum payment in lieu of a lifelong pension before 1st January 2017 and who has not applied for a lifelong pension within the meaning of Article 124a ZGB/CC to be awarded in lieu of a lifelong pension, is entitled to survivor's benefits under prior law.
5. There is no entitlement to statutory minimum benefits for a divorced surviving spouse if the person had remarried before the death of the insured person, even if the new marriage has been dissolved in the interim.

Art. 31 – Orphan's pension

1. The child of an active, disabled or retired insured person who has died is entitled to an orphan's pension. Children fostered or recognised under the Civil Code have the same entitlement.
2. Entitlement to a pension commences at the start of the month following the death of the insured person, but at the earliest when entitlement to the full salary ceases or when entitlement to a retirement or disability pension ceases. Entitlement to a pension shall expire upon the death of the orphan, but at the latest upon the agreed age in the pension plan.
3. However, entitlement to a pension shall remain in force until the age of 25 in the following cases:
   - For as long as the orphan is undertaking vocational training or university studies;
   - For an orphan who is at least 70% disabled: until he or she has regained their capacity to work, provided that the child is not receiving a disability pension from occupational pension schemes, accident insurance or military insurance.
4. Courses of less than 4 weeks' duration, or where the weekly course hours are less than 20 hours, are not deemed to be studies for the purposes of entitlement to orphan's benefit under this Regulation. In all cases, the statutory BVG minimum is guaranteed.
5. A child who earns more than the maximum individual AHV pension per month is entitled to an orphan's pension calculated solely on the basis of the statutory BVG minimum.
6. The amount of an orphan's pension is set out in the pension plan (a doubling of the pension in the case of a parent's orphan may be agreed in an addendum to the pension plan). If the child's pension of a deceased disabled insured person or retired insured person is not affected by a pension sharing scheme, the orphan's pension is calculated on the same basis.

Art. 32 – Lump-sum death benefit

1. In the event of the death of an active insured person or a disabled insured person, the Foundation shall pay out a lump sum equal to the accumulated retirement savings capital less any benefits and pensions already paid and less the present value of the surviving spouse's pension or surviving cohabiting partner's pension (except for orphans' pensions). Insofar as the buy-ins have not increased the pensions paid out following death, the lump-sum death benefit shall amount to at least 100% of the non-interest-bearing buy-ins (for missing contribution years and for early retirement) made with the Foundation, plus the non-interest-bearing buy-ins confirmed by the former occupational benefits institution at the time of joining the Foundation and those claimed or documented by the insured person at the time of joining the Foundation, less any withdrawals made for the purpose of promoting ownership. divorce, or for any other reason.[i]
2. If the pension plan so provides, an additional lump sum is paid out in the event of the death of an active insured person.
3. Subject to any restrictions in the pension plan, the beneficiaries of such capital are, irrespective of inheritance law and any testamentary disposition, in the following order:
   a) a. of the entire lump-sum death benefit:
      - The surviving spouse, or in the absence of which
      - The children of the deceased entitled to a pension, or in the absence of which
      - Persons subject to an obligation and/or a cohabiting partner as defined in art. 27 of these Regulations

      or in the absence of which
   b) b. of the entire lump-sum death benefit
      - The children of the deceased who are not entitled to a pension, or in the absence of which
      - The father and mother of the deceased, or in the absence of which
      - Siblings of the deceased

      or in the absence of which
   c) c. of 50 per cent of the lump-sum death benefit
      - Other statutory heirs, excluding public authorities, up to the amount of the contributions paid by the insured person
4. The capital shall be distributed equally among the beneficiaries of the same subcategory.
5. The insured person may, in writing or using the form prescribed for this purpose, change the order of beneficiaries within the same category of beneficiaries and/or determine that the lump sum payable on death is to be distributed amongst multiple beneficiaries in unequal shares. The order of the categories of beneficiaries cannot be changed.
6. In the absence of the above beneficiaries, the retirement savings capital shall remain in the ownership of the Foundation for pension scheme purposes.

D) DIVISION OF OCCUPATIONAL PENSION BENEFITS IN THE EVENT OF DIVORCE

Art. 33 – Divorce

1. In the event of divorce, the occupational pension benefits acquired during the marriage shall be divided in accordance with Articles 122 to 124e ZGB/CC. Articles 3 to 5 FZG/LFLP apply *mutatis mutandis* to the amount to be transferred. The competent judicial authority shall automatically notify the Foundation of the amount to be transferred and provide it with the information required to maintain the pension plan. The benefits to be divided shall be paid out in the same proportion

between the mandatory and extra-mandatory portions.

2. If a portion of the insured person's termination benefit or hypothetical termination benefit is transferred pursuant to paragraph 1 of this Article, the insured person's retirement savings capital at the time of the divorce shall be reduced by the amount allocated to the former spouse.
3. If the retirement event of the debtor spouse occurs during the pendency of divorce proceedings, the Foundation may reduce the termination benefit and the retirement pension in accordance with Article 19g FZV/OLP.

Art. 33bis – Payment of the divorce pension

1. If an insured person is receiving a retirement pension at the time the divorce proceedings are initiated and is required by the divorce judgment to share his or her pension, the Foundation shall pay to the entitled spouse or transfer to his/her pension fund the portion of the pension awarded under the divorce judgment and converted into a lifelong pension (divorce pension).
2. If the divorce pension is to be paid to the pension scheme or vested benefits institution of the entitled spouse, it shall be paid once a year by 15 December at the latest and shall correspond to the amount due for the current calendar year. The amount paid shall bear interest each year at half of the regulatory rate applicable to the year in question. An entitlement of less than one year due to the age, disability or death of the entitled spouse shall be calculated on a pro rata basis from the beginning of the year to the commencement of entitlement.
3. If the entitled spouse reaches the statutory retirement age under the BVG/LPP, the divorce pension shall be paid directly to him/her. He or she may request that payments be made to his or her occupational benefits institution in the event that he or she continues to be gainfully employed and continues to be insured after that age and may make additional buy-ins in accordance with the regulations of his or her occupational benefits institution. If the entitled spouse is entitled to a full disability pension or has reached the statutory minimum age for early retirement, he or she may request that the divorce pension be paid directly to him/her.
4. If the entitled spouse does not inform the Foundation of his or her pension scheme or vested benefits institution, the Foundation shall transfer the amount of the divorce pension to the Substitute Pension Plan at the earliest after 6 months but no later than 2 years after the divorce pension becomes payable. As long as the Foundation receives no information to the contrary, it shall then annually transfer the divorce pension thereafter to the Substitute Pension Plan.
5. The entitled spouse and the Foundation may agree to a lump-sum payment instead of a pension transfer.

E) General provisions applicable to benefits

Art. 34 – Adjustment for price inflation

1. Statutory minimum survivors' and disability pensions that have been in existence for more than three years must be adjusted to changes in prices in accordance with the regulations issued by the Federal Council until the statutory retirement age is reached.
2. The adjustment shall be limited to the mandatory portion of the pension. It may be offset in whole or in part by the benefits of the extra-mandatory portion.
3. The board of trustees shall decide each year whether and to what extent the other pensions are to be adjusted.

Art. 35 – Relationship with other insurers

1. In the event of a claim under the Federal Accident Insurance Act (UVG/LAA) or the Federal Military Insurance Act (MVG/LAM) before the normal retirement age, the

benefits under the above-referenced laws shall take precedence. If such benefits, together with other income to be taken into account pursuant to Article 36 (1) and (2) of these Regulations, do not exceed 90% of the presumed lost income of the insured person, the Foundation shall pay the difference up to the amount of the regulatory benefits. The exemption from contributions pursuant to Article 25 of these Regulations and the payment of lump-sum death benefits pursuant to Article 32 of these Regulations shall, however, remain fully guaranteed.

2. Paragraph 1 does not apply if the pension plan explicitly provides for different coordination with the UVG/LAA and the MVG/LAM.
3. If the accident or military insurance does not provide full benefits in the event of death or disability because the insured event is not fully covered, the Foundation's benefits shall be paid proportionately.
4. Individuals who are self-employed and do not have accident insurance shall be considered to have taken out accident insurance within the meaning of the UVG/LAA.
5. The Foundation shall not compensate for the refusal or reduction of accident or military insurance benefits if such insurance has reduced or refused benefits based in particular on Articles 21 ATSG/LPGA, 37 and 39 UVG/LAA or 65 and 66 MVG/LAM.
6. If the AHV/AVS-IV/AI reduces, withdraws or refuses to pay benefits because the beneficiary has caused his or her death or disability through gross negligence or because he or she is opposed to an IV/AI rehabilitation measure, the Foundation shall reduce his or her benefits accordingly.
7. The Foundation will not compensate for any reduction in other benefits from other insurance schemes at normal retirement age.

Art. 36 – Reduction and coordination provisions prior to retirement age

1. The Foundation shall reduce its benefits in accordance with the provisions of BVV2/OPP2 to the extent that, in addition to other income to be taken into account, they exceed 90% of the presumed lost income of the insured person.
2. The following are considered as income to be taken into account:
   - benefits of a similar type and purpose which are granted to the insured as a result of the triggering event, such as pensions, lump-sum benefits taken at their pension value, from Swiss and foreign social insurances or pension institutions, daily allowances provided by mandatory insurance, daily allowances paid by voluntary insurance policies, if at least half of the cost is covered by the employer, with the exception of allowances for incapacity for work, one-off allowances, assistance contributions and all other similar benefits.
   - income from gainful employment of a disabled insured person or his or her replacement income, as well as the income or replacement income that he or she could still reasonably earn, is also taken into account. additional income earned during the performance of a rehabilitation measure (Article 8a IVG/LAI) is not taken into account.
3. The widow's or widower's income and the orphan's income are aggregated.
4. If a reduction is applied to the benefits from the Foundation, they shall all be reduced in the same proportion.
5. If a disability pension has been reduced on the grounds that it overlaps with accident or military insurance benefits, the amount referred to in Article 124 (1) ZGB/CC may not be used for pension sharing in the event of divorce prior to the regulatory retirement age. However, the amount can be used for this purpose if the disability pension, not

entailing entitlement to a disabled person's child's pension, has not been reduced.

6. The Foundation may reduce the termination payment and the retirement pension in accordance with Article 19g FZV/OLP in the event that the insured event occurs after the initiation of divorce proceedings and before the divorce judgment.
7. Upon the occurrence of the insured event, the Foundation shall be subrogated to the rights of the insured person, his survivors and the other beneficiaries referred to in Article 32 (3) of these Regulations, up to the amount of the statutory benefits due against any liable third party and may request an assignment of the rights in respect of the portion of the benefits arising from the extra-mandatory pension provision.
8. Benefits that cannot be paid out to beneficiaries under these Regulations shall accrue to the Foundation and shall be used for pension provision purposes.
9. Beneficiaries of benefits are obliged to inform the Foundation of all income and benefits to be taken into account. The Foundation shall be entitled to suspend its benefits for as long as the requested information has not been provided.
10. The Foundation may review the conditions and extent of the reduction at any time. The regulatory benefits will be recalculated if the circumstances have changed significantly.

Art. 36bis – Provisions on reduction and coordination after retirement age

1. The provisions of Article 37, below, apply if the insured person has reached retirement age and the Foundation's benefits are in competition with the benefits of the UVG/LAA, the MVG/LAM or comparable foreign benefits.
2. If the insured person is receiving retirement benefits, retirement benefits from Swiss or foreign social insurances and pension institutions shall also be taken into account if, when added to the other income to be taken into account, the total benefits exceed 90% of the annual earnings of which it can be presumed that the person concerned was deprived immediately before reaching ordinary retirement age. The amount must be adjusted for inflation between the time of retirement and the time of calculation.
3. If a retirement pension follows a disability pension, it is considered a disability pension for the purposes of the above provisions.

Art. 37 – Duty to disclose information and to return payments to which the recipient is not entitled

1. Any facts affecting insurance cover must be immediately brought to the attention of the Foundation by the insured person or pensioner and his/her beneficiaries, including:
    - the event of disability and changes in the degree of disability;
    - the death of an insured person or a pension recipient;
    - in cases of entitlement to a child's pension, the birth, recognition, adoption or death of children, as well as the continuation or termination of the vocational training of each child between the ages of 18 and 25;
    - any change of marital status (marriage or remarriage, divorce, death of the spouse);
    - the amounts and changes to third-party benefits required for the

calculation of overcompensation and of subsidiary benefits of the Foundation;

- incapacity for work in the event of voluntary buy-in, including by repayment, resulting in an increase in benefits.

2. Divorced persons who receive a divorce pension are required to inform the Foundation of their entitlement and to inform it of the occupational benefits institution of the debtor spouse. If they transfer to another occupational benefits institution or to a vested benefits institution, they shall inform the occupational benefits institution of the debtor spouse by no later than 15 November of the year in question.
3. The Foundation may refuse to pay benefits if the insured person, pension recipient or beneficiary failed to comply with their duties to provide information and transfer the termination payment upon joining the Foundation. The foregoing is without prejudice to the statutory minimum benefits.
4. The Foundation may require the production of any original documents proving entitlement to benefits. If the insured person, pension recipient or beneficiary fails to comply with this obligation, the Foundation shall be entitled to suspend or cancel the payment of benefits.
5. Benefits wrongly received must be repaid. Repayment may be waived where the beneficiary acted in good faith and repayment would cause great hardship. Benefits wrongly received may be offset.

Art. 38 – Payment of pensions

As a rule, pensions due in accordance with these Regulations shall be paid at the end of each month. They shall be paid in full for the month in which the entitlement expires. The foregoing is without prejudice to Art. 33bis (2) of these Regulations.

Art. 39 – Lump-sum payments

1. Subject to Articles 7ter (3) and 47 (7) of these Regulations and the provisions of Article 37 BVG/LPP, an insured person who reaches the ordinary or early retirement age may receive his/her retirement savings capital as a lump sum. The insured person may also opt for the payment of a portion of his/her retirement savings capital in the form of a lump sum with the balance converted into a pension.
2. The active or disabled insured person must notify the Foundation in writing of his wish to receive his retirement benefits in the form of a lump sum before the entitlement arises. This declaration is irrevocable as soon as the entitlement to retirement benefits arises. If the insured person is married, the payment of all or part of the retirement benefits in the form of a lump sum may only be made with the written consent of the spouse.
3. In accordance with Article 28 (2) and subject to Article 7ter (3) of these Regulations, the surviving spouse's pension may be replaced by a lump-sum death benefit. For surviving spouses, the lump-sum death benefit corresponds to the accumulated retirement savings capital as at the date of death of the active insured person.
4. If the annual retirement pension or full disability pension is less than 10%, the surviving spouse's pension less than 6% and the child's pension less than 2% of the AHV/AVS minimum retirement pension, a lump sum equivalent to the vested termination benefit shall be paid in lieu of the pension.
5. A full or partial lump-sum payment is deemed to terminate the right to all other benefits.
6. The Foundation shall notify the specialised office designated by cantonal law (Arts. 131 para. 1 and 290 of the Swiss Civil Code (OR/CC)) of applications for the payment of lump-sum benefits to insured persons who have been notified to it in cases in which they have neglected their maintenance obligations. Subject to a court decision to the contrary, lump-sum benefits will be paid

out at the earliest 30 days after notification to the competent specialist office.

Art. 40 – Assignment and pledge

Subject to the provisions on home ownership, the right to benefits may not be assigned or pledged until such time as the benefits have become due.

IV. PROMOTION OF HOME OWNERSHIP AND DIVORCE

Art. 41 – Promotion of home ownership

1. Subject to the insured person having maintained his pension scheme within the meaning of Article 7ter for more than 2 years, any insured person may, up to three years before reaching the age of entitlement to retirement benefits, pledge the entitlement to pension benefits or an amount up to the amount of his or her vested benefits, or assert the right to payment of an amount for the ownership of a dwelling for his or her own needs or for the acquisition of shares in a building and housing cooperative if he or she uses the dwelling personally.
2. The amount of the early withdrawal shall be at least CHF 20,000; this limit does not apply if the advance withdrawal is used to acquire shares in a housing cooperative or similar forms of co-ownership.
3. For insured persons under the age of 50, the amount used for the pledge or early withdrawal shall not exceed the vested termination benefit at the time of the pledge or early withdrawal. For insured persons over the age of 50, it shall not exceed the vested benefits acquired at the age of 50 or 50% of the vested benefits acquired at the time of payment, as more-precisely specified in article 5 (4) (a) and (b) of the WEFV/OEPL.
4. Insured persons wishing to avail themselves of these possibilities shall submit a written request to the Foundation's administration, which shall provide them with all relevant information. If the insured person is married, the application must be signed by the spouse.
5. In the event of an early withdrawal or the realisation of a pledge, the benefits shall be reduced in accordance with the statutory provisions and notified to the insured person. The reduction in insured benefits will be applied in the same proportions to the mandatory and the extra-mandatory portions.
6. Costs may be charged for the processing of files and the deposit of shares in a housing cooperative; They shall be determined by the Foundation.
7. An advance withdrawal may only be requested once every 5 years.
8. Article 39 (6) of these Regulations shall apply *mutatis mutandis* in the event of a capital payment or realisation of the pledge.

Art. 41bis – Repayment of early withdrawal or proceeds from the realisation of the pledge

1. The insured person may repay the advance withdrawal or the proceeds from the realisation of the pledge in one or more instalments: until ordinary retirement age or the start of entitlement to disability benefits (except for the active part of the insurance), or until the vested termination benefit is paid out in cash. The minimum repayment amount is CHF 10,000; if the amount still to be repaid is less than this, it must be paid in a single instalment. The insured person is obliged to repay the amount received in advance in a single instalment if he/she sells the residential property or grants rights to the residential property that are economically equivalent to alienation.
2. If the residential property is sold, the repayment obligation is limited to the proceeds.
3. If no pension benefits are payable in the event of the death of the insured person, the heirs are obliged to repay the advance withdrawal to the Foundation.

4. The Foundation shall credit the refunded amount between the mandatory and extra-mandatory pension schemes in the same proportion as that applied at the time of withdrawal to the pension scheme of the debtor spouse of the insured person.

V. TERMINATION OF THE EMPLOYMENT RELATIONSHIP

Art. 42 – Entitlement to a termination payment

If an insured person exits the Foundation without receiving retirement, survivors' or disability benefits from the Foundation and his or her pension is not maintained by the Foundation within the meaning of Articles 7_{bis}, 7_{ter} and 7_{quater} of these Regulations, he or she shall be entitled to a termination payment, calculated in accordance with the defined benefits plan.

Art. 43 – Amount of the termination payment

1. The termination payment corresponds to the highest of the following three amounts:
   - the total retirement savings capital within the meaning of Article 18 of these Regulations accumulated as at the date of exit;
   - the joining fee plus interest plus the sum of the personal savings contributions plus interest, plus 4% per year of age after the age of 20, but no more than 100%. The interest rate shall correspond to the minimum interest rate specified in the BVG/LPP. However, for as long as there is any underfunding, the board of trustees may reduce the interest rate to a maximum of the interest rate payable on the savings capital assets; the termination losses linked to this point, and evaluated in accordance with article 17 FZG/LFLP, are charged directly to the employer's contributions account;
   - the total retirement savings capital according to Article 15 BVG/LPP.
2. The termination payment is due when the insured person exits the Pension Fund.
3. From that time onwards, it shall be credited with the interest provided for in Article 12 BVV2/OPP2, subject to the provisions of Article 53e (3) BVG/LPP.
4. If the Foundation does not transfer the benefit within 30 days of receipt of all information required for payment, it shall pay default interest. This is 1% higher than the minimum interest rate under the BVG/LPP.
5. The 4% increase per year of age after the age of 20 pursuant to Article 17 FZG/LFLP or Article 45 of these Regulations shall not be calculated on the contributions under Articles 7ter and 15 of these Regulations.
6. If the exiting member joins a new occupational benefits institution, his termination payment shall be transferred to that new institution.
7. If the exiting member does not join a new occupational benefits institution, he must notify the Foundation of the permitted form (vested benefits account or vested benefits policy) in which he wishes to maintain his occupational benefits.
8. If the insured person fails to give notice, the Foundation shall pay the termination payment, including interest, to the Substitute Occupational Benefit Institution in accordance with Article 60 BVG/LPP, no earlier than six months but no later than two years after the vested benefits event.

Art. 44 – Payment in cash

1. Within the scope of Article 45 of these Regulations, the exiting insured person may request payment in cash of his/her termination benefit:
   - if he/she leaves Switzerland permanently, within the scope of the free movement agreements concluded with the European Union, the European Free Trade Association and Liechtenstein. The foregoing is without prejudice to Art. 25f FZG/LFLP.
   - if he/she is self-employed and is no longer subject to mandatory occupational pension provision;
   - if the amount of the termination payment is less than the annual amount of its contributions.
2. If the insured person is married, payment in cash of his or her termination benefit may only be made with the written consent of his or her spouse. If such consent cannot be obtained or if the spouse withholds it without good cause, the exiting insured person may apply to the court.
3. The Foundation shall be entitled to demand any evidence it deems necessary and to defer payment of the termination payment until such evidence is presented.
4. The foregoing shall be without prejudice to termination benefits pursuant to Article 47a BVG/LPP and 7ter of these Regulations.

Art. 45 – Extension of insurance cover

In the event of termination of the employment relationship, insured persons shall remain insured for the risks of death and disability until they join a new employer, but for no longer than 1 month after termination of the employment relationship. The termination benefits already paid are taken into account when calculating any benefits resulting from this extension of insurance cover.

VI. CONTRIBUTIONS

Art. 46 – Obligation to pay contributions

1. The obligation to pay contributions begins at the time of admission to the pension fund.
2. The obligation to pay contributions shall lapse upon the death of the insured person, upon reaching normal retirement age, upon early exit from the pension fund in the event of termination of the employment relationship or when the minimum salary or the amount stipulated in the pension plan is no longer reached. The foregoing shall also be without prejudice to cases of exemption from payment of contributions as a result of incapacity for work, cases of continued pension insurance within the meaning of Articles 7bis, 7ter, 7quater and 15 of these Regulations, as well as cases of continued employment after the normal retirement age.
3. The contributions of insured persons shall be deducted by the employer from their insured salary. The employer shall then pay them to the Foundation together with its own contributions, in accordance with the method of payment chosen by the Employer when the affiliation agreement was put in place. The foregoing is without prejudice to the provisions of Article 7ter (2).

   The employer shall finance its contributions by means of its own resources or by means of contribution reserves accumulated in advance for this purpose and recorded separately. The board of trustees shall set the interest rate for the remuneration of the contribution reserves. This rate may not be higher than the overall interest rate on the retirement savings capital of the insured persons.

Art. 46bis – Amount of contributions

1. The annual contributions to the Foundation are set as follows:
   - for savings: according to the pension plan;

- for risk insurance: recalculated annually. The Foundation is entitled to set the contribution for risk insurance as a percentage of the insured salary;
- for the guarantee fund: recalculated annually on the basis of the statutory provisions;
- for the inflation adjustment of survivors' and disability pensions: in accordance with the legal minimum plans;
- for administrative costs: pursuant to the Foundation's rates in force on the date of affiliation or renewal of affiliation.

2. The distribution of contributions between the employer and the insured person is set out in the pension plan. The sum of the employer's contributions must be at least equal to the sum of the contributions of all the insured persons.
3. The pension plan may provide for a maximum of three different contribution plans: the [MINI] plan, the [MIDI] plan and the [MAXI] plan.

   Active insured persons with full capacity for work may choose the plan they wish to be subject to up to a maximum of two times per year, with non-retroactive effect. Insured persons must inform the Foundation, through their employer, of their choice two weeks before the change of contribution plan. Insured persons who have maintained their pension plan in accordance with Article 7ter may also choose the plan to which they wish to be subject, on the same terms as other insured persons.

   Newly insured persons must inform the Foundation, at the time of joining and through their employer, to which contribution plan they wish to be subject. Otherwise, they shall be subject to the [MINI] contribution plan.

   An insured person remains subject to the same contribution plan until he/she indicates his/her wish to change contribution plan.

   The sum of the employer's and the insured person's total contributions as a percentage of salary in the [MINI] contribution plan must be at least two-thirds of the sum in the [MAXI] contribution plan (by age group).

   The amount of the employer's contributions is identical in each contribution plan.

   A change of contribution plan is no longer possible in the event of disability,

Art. 47 – Buy-ins

1. At the time of affiliation with the Foundation, newly insured persons must transfer in all termination benefits or vested benefits from their previous occupational benefits institutions.
2. Insured persons or the employer on behalf of the insured person may, while the pension relationship is in effect, also make buy-ins up to the maximum regulatory benefits. Buy-in is possible up to the effective date of retirement or exit of the insured person.

   The employer may effect payments to improve the occupational pension of insured persons. A distribution among the insured persons is made according to objective criteria. The distribution key and the group of insured persons concerned are established by agreement between the employer and the pension fund.
3. All buy-ins are earmarked for improving retirement benefits in the form of additional retirement credits. If a buy-in is made during the year, interest is calculated on a pro rata temporis basis.
4. Buy-ins may be made up to the amount of the regulatory benefits. The maximum buy-in is calculated so as to ensure that the retirement benefits do not exceed those that the insured person would have

obtained had he or she contributed from the first age provided for in the pension plan for the payment of retirement credits. The credits taken into account in this calculation are those set out in the pension plan. If the latter provides for a choice between several contribution plans, the credits shall be those set out in the plan to which the insured person is subject at the time of the buy-in. They increase the extra-mandatory portion of the retirement savings capital.

5. The amount of the buy-in is reduced by:
   - insured persons' pillar 3a contributions exceeding the maximum amount of annual contributions that may be deducted from their income after reaching 24 years of age in accordance with the Ordinance on Tax Allowances for Contributions to Recognised Forms of Occupational Benefits (BVV3/OPP3), subject to interest on the basis of the then-current BVG/LPP minimum interest rate in accordance with the table drawn up by the Federal Social Insurance Office;
   - vested benefits that are not transferable to the Foundation pursuant to the FZG/LFLP.
6. For insured persons arriving from abroad who have never been affiliated to an occupational benefits institution in Switzerland, the annual buy-in amount may not exceed, for five years after joining the Swiss occupational benefits institution, 20% of the insured salary pursuant to Article 14 of these Regulations. After the expiry of this period, the insured person may make buy-ins in accordance with paragraphs 3 and 4 of this Article.
7. Benefits resulting from a buy-in may not be paid out as a lump sum before the expiry of a period of 3 years.
8. Where advance withdrawals have been made for the purpose of promoting home ownership, buy-ins may only be made once such advance withdrawals have been repaid.
9. After divorce, the spouse obliged to share occupational benefits may make additional buy-ins within the scope of the termination payment transferred under the pension apportionment plan. The buy-in amounts shall be allocated in the same proportion between mandatory and extra-mandatory pension provision as at the time of the withdrawal. There is no entitlement to a buy-in after the transfer of a termination payment in accordance with Article 124 (1) ZGB/CC. The provisions on joining a new occupational benefits institution apply *mutatis mutandis*.
10. Buy-ins made after divorce pursuant to Article 22d FZG/LFLP are not subject to the limitations set out in paragraphs 7 and 8. They must be made prior to ordinary buy-ins.

Art. 47bis – Buy-ins for early retirement

1. If the insured person has bought in all or part of the regulatory benefits, he/she may buy-in additional benefits in order to compensate for the reductions in early retirement benefits before the normal retirement age.
2. If, after opting for early retirement, the insured person waives this right, the provision of the capital savings account shall be determined on an actuarial basis such that the benefits paid out do not exceed the plan's pension objective by more than 5%.
3. The reduction shall be effected in the following order:
   a) reduction or suspension of the insured person's savings contributions;
   b) reduction or suspension of the employer's savings contributions;
   c) reduction or suspension of interest.
4. It is the responsibility of the insured person to verify in advance the deductibility of his or her personal buy-in.

5. The foregoing is without prejudice to the legal provisions of tax law. The Foundation does not under any circumstances guarantee the tax deductibility of buy-ins.

VII. FOUNDATION ORGANISATION AND CONTROL

Art. 48 – Bodies of the Foundation

1. The Foundation's governing bodies are the board of trustees, the delegates' meeting and the executive board.
2. The organisational regulations shall set out the provisions applicable to the delegates' meeting, the board of trustees, and the executive board.

Art. 49 – Auditor

1. The board of trustees appoints an auditor complying with the requirements of the law on occupational benefits. The auditor's term of office shall be renewable.
2. The auditor reviews each year whether the annual accounts, retirement accounts, organisation, management and investments comply with the applicable statutory and regulatory provisions. In addition, it performs the other tasks assigned to it by law and prepares a report on its activities and findings.

Art. 50 – Accredited Pension Actuary

The board of trustees appoints an accredited pension actuary who periodically determines whether the Foundation guarantees at all times that it will be able to fulfil its obligations and whether the regulatory provisions of an actuarial nature relating to benefits and financing comply with the statutory requirements. In addition, it performs the other tasks assigned to it by law.

VIII. FINAL PROVISIONS

Art. 51 – Liquidation

The Foundation shall draw up supplementary regulations to define and specify the conditions and the procedure in the event of partial liquidation.

Art. 52 – Consolidation measures

1. In the event of underfunding, the board of trustees may, in accordance with the recommendations of the accredited pension actuary, decide to implement restructuring measures for the duration of the underfunding.
2. The board of trustees has the option of limiting the duration, reducing or refusing pledges, early withdrawals and repayments. The payment may be restricted or refused only for the duration of the underfunding. The Foundation shall inform the insured person who is subject to a limitation or refusal of payment of the extent and duration of the measure.
3. If the measures decided in accordance with paragraphs 1 and 2 of this Article are not sufficient, the board of trustees may decide to implement the following additional exceptional measures:
   - the levying of restructuring contributions from the employer and the insured persons in order to eliminate the underfunding. Such contributions shall be borne by the employer and the insured person in the same proportion as the basic contributions;
   - imposition of a charge on insured persons who have maintained their insurance within the meaning of Articles 7_{bis}, 7_{ter} and 7_{quater}; limiting the restructuring contributions of the insured persons and increasing the retention amount to the amount of the reorganisation contributions added to the "insured" part of the contribution by active insured persons

from the same group of insured persons;

- levying of a contribution from pensioners on benefits in excess of the BVG/LPP in order to eliminate the underfunding; such contribution to be deducted from current pensions; it may only be deducted from the portion of the current pension which, during the 10 years preceding the introduction of this measure, resulted from increases that were not prescribed by law or regulations; it may not be deducted from insurance benefits in the event of retirement, disability or death under the mandatory pension scheme; the amount of the pensions established at the time the entitlement to the pension arises remains guaranteed at all times;
- remuneration which is lower than the statutory minimum interest rate on the BVG/LPP retirement savings capital, with a maximum reduction of 0.5%.

Art. 53 – Interest on arrears

The Foundation charges interest on arrears as the statutory minimum rate plus 1%, in accordance with Article 7 FZV/OLP.

In the event of a dispute concerning benefits and as soon as legal proceedings have been initiated with the competent court within the meaning of Art. 73 of the BVG/LPP, the Foundation will charge a reduced rate of interest on arrears, i.e. the statutory minimum interest rate provided for under the BVG/LPP.

Art. 53bis – Costs

The Foundation does not charge for the costs of current services (for example: terminations, promotion of home ownership, etc.).

Exceptional costs may be charged, at a maximum rate of CHF 150.00 per hour worked, for any special works or in cases of any changes with retroactive effect concerning more than one financial year.

Certain costs, such as land registry fees incurred in connection with the promotion of home ownership, are to be borne by the insured person, and legal fees incurred in connection with non-paid premiums are to be borne by the affiliated company (this list is non-exhaustive).

Art. 54 – Tax treatment of contributions (purchases), repayments and benefits received

The legal provisions of the tax authorities are decisive for decisions on taxation and tax privileges.

The insured person is solely responsible for obtaining the necessary authorisations in each situation. The Foundation declines all responsibility in the event of a refusal or decision to the contrary by the tax authorities. For information, the tax authorities generally take account of the insured person's overall occupational benefits plan.

Art. 55 – Set-off

1. Benefits provided by the Foundation may only be set off against claims assigned by the employer to the Foundation if such claims relate to contributions not deducted from the insured person’s salary.
2. The foregoing is without prejudice to Article 120 of the Swiss Code of Obligations (OR/CO)

Art. 56 – Appropriation of surpluses and profits

Any surplus realised by the Foundation shall be allocated to the various pension funds in accordance with a decision of the board of trustees.

Art. 57 – Place of Performance

The place of payment of the Foundation’s benefits must be a postal or bank account of which the beneficiary is the named account holder. If the beneficiary's place of residence is abroad, in a country outside the European

Union or the EFTA, the Foundation may deduct the payment costs from the benefit paid.

Art. 58 – Duty of confidentiality – Data protection and management

3. The members of the board of trustees and all persons involved in the administration, control or supervision of the Foundation are subject to a duty of confidentiality with regard to the personal and financial circumstances of insured persons and employers. Exceptions are governed by the law, ordinances and directives of the Federal Council.
4. The Foundation is entitled to transfer the data of the insured persons to the relevant life insurance company (s) as a reinsurer for risk benefits.
5. The Foundation shall take the necessary measures to maintain the strictest confidentiality of the data.

Art. 59 – Jurisdiction for disputes

Jurisdiction for disputes shall be vested in the courts at the Swiss domicile or registered office of the defendant or the place of business of the employer where the insured person was hired.

Art. 60 – Amendment of the Regulations

The board of trustees amend these Regulations at any time in accordance with the acquired rights. The supervisory authority shall verify the compliance of the regulatory provisions with the legal provisions.

Art. 61 – Gaps in the Regulations

Any matters not expressly provided for in these Regulations shall be decided by the board of trustees, which shall take its decisions in accordance with the spirit of the Foundation Charter and the Foundation Regulations, as well as the statutory provisions relating to occupational retirement schemes for survivors and disability pensions.

Art. 62 – Versions

1. These Regulations are drawn up in French; they may be translated into other languages.
2. In the event of any discrepancy between the French version and the translation into other languages, the French version shall be authoritative.

Art. 63 – Transitional provisions relating to the 1st IV/AI revision

In accordance with sub-para. F of the transitional provisions of the BVG/LPP:

a) Disability pensions in payment before 1 January 2005 are governed by old law.

b) Until 31 December 2006, disability pensions remain based on old law.

c) If the degree of disability decreases when a current pension is revised, it will be taken into account in accordance with old law.

Art. 64 – Transitional provisions relating to the 7th IV/AI revision

1. If the entitlement to a disability pension arose before 1 January 2022 and the insured person has reached the age of 55 by that date, the entitlement to disability benefits will continue to be determined on the basis of the regulations in force at the time the incapacity for work occurred.
2. If the entitlement to a disability pension arose before 1 January 2022 and the insured person has not yet reached the age of 55, the entitlement to disability benefits will continue to be determined on the basis of the regulations in force at the time the incapacity for work occurred. However, if the degree of disability in the occupational pension scheme changes by at least 5 percentage points as a result of a pension revision by the IV/AI, the disability benefits will be adapted to the new pension system defined in Article 23$_{bis}$ of these Regulations. If, however, this adjustment results in a decrease in the percentage of the pension while the degree of disability has increased or, conversely, an increase in the percentage

of the pension while the degree of disability has decreased, the percentage rate applied up to now remains unchanged. The regulations in force at the time the incapacity for work occurred remain in force even if the pension is revised.

3. If the entitlement to a disability pension arose before 1 January 2022 and the insured person has not yet reached the age of 30, the entitlement to disability benefits shall be determined in accordance with Article 23bis of these Regulations by 1 January 2032 at the latest. If this entitlement is reduced as a result, the same disability benefits will continue to be paid until the degree of disability in the occupational pension scheme changes by at least 5 percentage points in the context of a pension revision by the IV.

Art. 65 – Transitional provisions relating to the AVS21 reform

Following the amendment of the legal provisions on old-age and survivors' insurance (AHVG/LAVS), the regulatory retirement age of the Foundation for women will remain at 64 until 31 December 2028, corresponding to the end of the transitional period.

During this period, insured women who exceed the regulatory retirement age (64 until 31 December 2028) will no longer be required to pay the contributions needed to cover benefits in the event of disability or death.

In the event of incapacity for work, disability or death between the regulatory retirement age and the effective retirement age, the insured persons will receive retirement benefits. The Foundation's conversion rates will also be maintained until 31 December 2028.

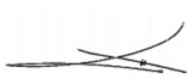
If disability benefits cease because the insured person has reached the reference age defined in the pension plan at the time that incapacity for work occurs, retirement benefits will take over. For women for whom the reference age of 62 or 63 was defined in the pension plan at the time of the occurrence of the incapacity for work, disability benefits continue to lapse on the first day of the month following the 62nd or 63rd birthday, respectively.

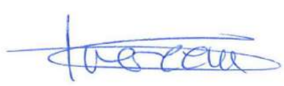
Reference: "Annex - Conversion rate" of these Regulations.

Art. 66 – Entry into force

These Regulations were adopted by the board of trustees on 12th December 2023 and come into force on 1st January 2024. They replace the regulations applicable as of 1st January 2023.

On behalf of the board of trustees





Claude Roch
The President

Kathlen Overeem
The Vice-President

ANNEX – CONVERSION RATE

For pension plans with a surviving spouse's pension equal to 60% of the retirement pension, the conversion rates used to convert the retirement savings capital into a pension at normal retirement age are as follows. These rates are interpolated to the exact retirement age.

Man

Age	2023	2024	2025	2026	2027	2028
58	4.80%	4.60%	4.40%	4.20%	4.20%	4.20%
59	5.00%	4.80%	4.60%	4.40%	4.40%	4.40%
60	5.20%	5.00%	4.80%	4.60%	4.60%	4.60%
61	5.40%	5.20%	5.00%	4.80%	4.80%	4.80%
62	5.60%	5.40%	5.20%	5.00%	5.00%	5.00%
63	5.80%	5.60%	5.40%	5.20%	5.20%	5.20%
64	6.00%	5.80%	5.60%	5.40%	5.40%	5.40%
65	6.20%	6.00%	5.80%	5.60%	5.60%	5.60%
66	6.40%	6.20%	6.00%	5.80%	5.80%	5.80%
67	6.60%	6.40%	6.20%	6.00%	6.00%	6.00%
68	6.80%	6.60%	6.40%	6.20%	6.20%	6.20%
69	7.00%	6.80%	6.60%	6.40%	6.40%	6.40%
70	7.20%	7.00%	6.80%	6.60%	6.60%	6.60%

Woman

Age	2023	2024	2025	2026	2027	2028
58	5.00%	4.80%	4.60%	4.40%	4.40%	4.40%
59	5.20%	5.00%	4.80%	4.60%	4.60%	4.60%
60	5.40%	5.20%	5.00%	4.80%	4.80%	4.80%
61	5.60%	5.40%	5.20%	5.00%	5.00%	5.00%
62	5.80%	5.60%	5.40%	5.20%	5.20%	5.20%
63	6.00%	5.80%	5.60%	5.40%	5.40%	5.40%
64	6.20%	6.00%	5.80%	5.60%	5.60%	5.60%
65	6.40%	6.20%	6.00%	5.80%	5.80%	5.80%
66	6.60%	6.40%	6.20%	6.00%	6.00%	6.00%
67	6.80%	6.60%	6.40%	6.20%	6.20%	6.20%
68	7.00%	6.80%	6.60%	6.40%	6.40%	6.40%
69	7.20%	7.00%	6.80%	6.60%	6.60%	6.60%
70	7.40%	7.20%	7.00%	6.80%	6.80%	6.80%

The above conversion rates are the regulatory rates.

These may be different and are defined in the pension plan.