

# Pension Fund Regulations Vifor Pharma Pension Fund

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#### A. General provisions

#### Art 1 Name and purpose

Purpose

<sup>1</sup> The purpose of Vifor Pharma Pension Fund ("Pension Fund"), which has its registered office in St. Gallen, is to protect the employees of Vifor Pharma AG and other employers closely associated with the company, either economically or financially, who have joined the Pension Fund by way of an affiliation agreement, as well as their dependants and surviving dependants, against the economic consequences of old age, death and disability in accordance with the provisions of these regulations and the BVG.

Registration

<sup>2</sup> The Pension Fund administers the mandatory occupational pension plan. It is subject to supervision by the BVG and Foundation Supervisor for Eastern Switzerland and is entered in the register of occupational pension plans in accordance with art. 48 BVG.

Extent of the benefits

<sup>3</sup> In all cases, the Pension Fund guarantees the minimum benefits in accordance with the BVG. As a pension fund according to art. 49 para. 2 BVG, the Pension Fund also guarantees benefits in excess of the statutory benefits in accordance with the present regulations.

Rights and duties

<sup>4</sup> The rights and duties of the insured persons and the pensioners of the Pension Fund and of Vifor Pharma AG or of the affiliated employers are governed by these regulations.

#### Art 2 Terms and abbreviations

Glossary

The terms and abbreviations used in these regulations are taken from the list in Chapter L, Appendix 1.

Gender neutrality

<sup>2</sup> For ease of reading, the masculine form of nouns and pronouns is sometimes used in these regulations. Unless expressly stated otherwise, this refers to persons of any gender.

#### Art 3 Insured persons; Conditions of admission

Group of insured persons

<sup>1</sup> All employees of Vifor Pharma AG and its affiliated employers who receive an insurable annual salary that exceeds the entry threshold of 3/4 of the maximum AHV (Old Age and Survivors' Insurance) old-age pension are insured in the Pension Fund. The following paragraphs and art. 6 remain reserved.

The entry threshold in the case of partial retirement, partial disability or part-time employment with several employers of the Vifor Pharma Group is calculated pro rata on the basis of the degree of employment.

The following are not admitted

- Not admitted to the Pension Fund are
  - a. Employees who have already reached or exceeded the ordinary reference age;
  - b. Employees whose employment contract has been concluded for a maximum period of three months. Art. 1k BVV 2 remains reserved;
  - c. Employees who work part-time and who already have mandatory insurance coverage for their main occupation or who are self-employed in their main occupation;
  - d. Persons who are at least 70% disabled within the meaning of the IV, as well as persons who are provisionally further insured by a pension institution liable for the payment of benefits in accordance with art. 26a BVG;
  - e. Employees who are not or who are unlikely to be permanently employed in Switzerland and who have adequate insurance coverage abroad, provided that they apply for exemption from admission to the Pension Fund. Specific provisions of the Agreement on the Free Movement of Persons remain reserved.

Withdrawal from the mandatory pension plan <sup>3</sup> The Pension Fund shall not continue to insure employees who have left the compulsory insurance scheme. Paragraphs 4 and 5 remain reserved.

Unpaid leave

<sup>4</sup> In the case of unpaid leave, upon application, the insurance coverage may be continued voluntarily for a maximum of one year from the beginning of the unpaid leave; no increase in the amount of insurance coverage is permitted in such a case.

The insured person can choose which insurance coverage he wishes to maintain, i.e. whether the continued insurance coverages the following:

- a. All benefits (old-age, disability and death benefits), or
- b. Old-age benefits only, or
- c. Disability and death benefits only.

The contributions due during the period of unpaid leave shall be paid exclusively by the insured person.

The rights and obligations during unpaid leave are governed by a separate agreement between the Pension Fund and the insured person.

Continued insurance after age 55 as a result of termination by the employer Insured persons who leave the mandatory insurance after the age of 55 because the employment relationship has been terminated by the employer and are still subject to a first pillar social security after termination of the employment relationship may apply for continued insurance under this paragraph by submitting the agreement on continued insurance signed by him or her within three months of the termination of the employment relationship.

Employment relationships terminated by the employer shall be deemed to be those which are terminated by the employer and those which are terminated by means of a termination agreement, provided that the employer has initiated the termination. The insured person shall enclose the relevant documents of the agreement on continued insurance. If, despite the termination agreement, the termination of the employment relationship was initiated by the employer, the employer must provide additional information to the Pension Fund upon request.

The insured person must determine in the agreement on continued insurance which insurance protection he wishes to maintain, i.e. whether the continued insurance covers the following:

- a. All benefits (retirement benefits and benefits in the event of disability and death) or
- b. only disability and death benefits.

The scope of the insurance coverage pursuant to the preceding section may be changed annually with effect as of 1 January of each year, provided this is notified in writing by 30 November of the previous year. The termination of savings contributions in accordance with section 6 of this paragraph remains reserved.

All risk and savings contributions (including employer's contributions) owed during the period of continued insurance coverage shall be borne exclusively by the insured person. The restructuring contributions owed in the event of a possible underfunding are based on the regulations on restructuring measures. The insurable salary during the continued insurance period is determined in accordance with Art. 7, para. 6.

Contributions are due by the insured person monthly in advance. If payment is not made on time, the insured person shall be placed in default by means of a reminder, setting a payment deadline of 15 days. If the insured person fails to pay the contributions within this period, a distinction is made:

- a. If the risk contributions are not paid on time, the Pension Fund will terminate the continued insurance as per the section below and the outstanding risk contributions will be legally claimed together with interest and collection costs. The interest on arrears corresponds to the BVG minimum interest rate plus one percent. However, any continuation of the old-age coverage ends on the last day of the month for which the savings contributions were last paid.
- b. If the risk contributions are paid, while the savings contributions are not paid in due time, the continuation of the old-age coverage shall end on the last day of the month

for which the savings contributions were last paid. Unpaid savings contributions are not credited to the retirement assets. Until any other choice is made in accordance with sections 3 and 4 of this paragraph, the insured person shall be placed in the same position as if he had chosen to continued insurance without savings contributions.

If contributions are paid beyond the date of an insured person's exit or if contributions are erroneously overpaid, they shall be refunded to the insured person, subject to any possible offsetting.

The continued insurance ends when the ordinary reference age is reached, provided that none of the following reasons for termination occur beforehand:

- Written notice of termination by the insured person: Termination at the end of a month after the end of a one-month notice period;
- occurrence of the risk of death or disability: termination upon occurrence of the insured event;
- c. Entry into a new pension fund and, as a result, at this date the buy-in of more than 2/3 of the existing termination benefit under Art. 25 of these Regulations in the Pension Fund is possible: termination at the end of the month preceding the entry into the new Pension Fund;
- d. Written termination by the Pension Fund after an ineffective reminder regarding the payment of the insured person's risk contributions: termination at the end of a month after a one-month notice period;
- e. Termination of the affiliation agreement between the Pension Fund and the insured person's former employer: termination on the date of termination of the affiliation agreement;
- f. No agreement can be reached on necessary adjustments to the agreement on continued insurance between the Pension Fund and the insured person as a result of changes to the regulations: termination on the last day before the entry into force of the corresponding changes to the regulatory provisions.

Persons insured under this paragraph are treated in the same way as other insured persons of the former employer. Unless otherwise expressly stated in these and other regulations, persons insured under this paragraph shall have the same rights and obligations as other insured persons.

#### Art 4 Health check; Health restrictions

Health check

Persons who are to be insured are admitted within the limits set by the reinsurer without a health check if they have full capacity for work at the start of the insurance period.

If the person does not have full capacity for and ability to work or if the limits set by the reinsurer are exceeded at the start of the insurance period, the Pension Fund notifies the reinsurer accordingly.

If the risk benefits of a person who is to be insured exceed the minimum benefits under the BVG, admission to the extended pension plan may be made dependent on a statement of health provided by the reinsurer or a medical examination carried out by a medical officer of the reinsurer and, if necessary, a general risk assessment by the reinsurer. The same applies mutatis mutandis in the event of an increase in salary; an increase of the risk benefits is suspended until the risk assessment by the reinsurer is completed.

New restrictions

<sup>2</sup> On the basis of the results of these tests, health restrictions may be imposed for a maximum period of five years. These restrictions (including the date of beginning and the duration) are determined by the reinsurer and taken over without any changes by the Pension Fund.

If a conditional insured event (death or incapacity for work, the cause of which leads to subsequent disability or death) occurs within the restriction period, the benefits to be paid (including deferred survivors' benefits) that have not already been acquired in accordance with para. 3 shall be calculated according to the minimum provisions of the BVG. The resulting reduction shall apply beyond the restriction period for the entire term of the pension.

Acquired pension cover and existing restrictions <sup>3</sup> The pension cover acquired by the termination payment that are brought in shall not be reduced by a new health restriction unless such a restriction already existed at the previous pension fund. Existing health restrictions shall be taken over by the Pension Fund; the time already elapsed under the previous pension fund shall be subtracted from the duration of the restriction period in accordance with para. 2.

Provisional cover

<sup>4</sup> From the registration of the insured person using the form provided for this purpose, until the examination of all registration documents has been completed, the over-obligatory insurance coverage is assumed on a provisional basis. Provisional pension cover does not extend to insured events attributable to pre-existing illnesses, infirmities or the consequences of accidents. The provisional cover shall not exceed the benefits granted by the reinsurer.

The benefits are limited to the benefits granted by the reinsurer until the relevant form has been submitted from the insured person, but at the earliest at the beginning of the pension coverage in accordance with Art. 6 para. 2.

#### Art 5 Age; Reference age

Age

<sup>1</sup> The age used to calculate the contributions is the difference between the current calendar year and the year of birth.

Ordinary reference age

The ordinary reference age is reached at the end of the month in which the person reaches 65 years of age. Ordinary retirement shall take place on this date. Early or deferred retirement is possible in accordance with the provisions of art. 12.

#### Art 6 Start and end of the insurance coverage

Start

<sup>1</sup> Pension cover shall start on the same day on which the employment relationship begins or on which the employee is first entitled to a salary payment, and in any event at the time when the employee sets off for work.

Admission

<sup>2</sup> For the risks of death and invalidity, the insurance coverage is taken out as of 1 January after reaching the age of 17; for the old-age insurance coverage, as of 1 January after reaching the age of 24.

End

<sup>3</sup> The insurance coverage ends when the employment relationship is terminated or when the entry threshold in accordance with art. 3 para. 1 is no longer reached on a non-temporary basis, provided no entitlement to pension benefits exists. Art. 7 para. 5 and Art. 3 para. 5 remain reserved. The benefits payable upon withdrawal from the Pension Fund are regulated in Chapter H.

Supplementary cover

<sup>4</sup> For the risks of death and disability, the pension cover shall continue for one month after its termination. If new pension cover is set up beforehand, the new pension fund shall be responsible.

#### Art 7 Insured annual salary

Insurable annual salary

- <sup>1</sup> The insurable annual salary comprises the following salary components:
  - a. Base salary: The monthly basic salary, which is extrapolated to an annual salary in accordance with the relevant provisions of the employment contract or, in the case of employees paid by the hour, the basic salary extrapolated to an annual salary on an hourly basis;
  - Bonus: The contractually agreed target bonus or the contractually agreed target vendor commission.

All other salary components are excluded from the insurable annual salary.

The maximum insurable annual salary is 30 times the maximum AHV retirement pension.

Insured annual salary

 $^2$  The insured annual salary corresponds to the insurable annual salary less the coordination deduction. The maximum insurable annual salary is at least 1/8 of the maximum full AHV retirement pension.

Coordination deduction

The coordination deduction is 80/65 of the minimum full AHV retirement pension.

In the case of partial retirement, partial disability or part-time employment with several employers of the Vifor Pharma Group, the coordination deduction is calculated pro rata on the basis of the degree of employment.

Changes in salary

<sup>4</sup> Any changes to the insurable annual salary shall be taken into account as of the date they become valid. Art. 4 para. 1 remains reserved.

If the insurable annual salary falls temporarily due to illness, accident, unemployment, maternity, fatherhood, adoption or similar reasons, the previous insured salary shall remain valid for at least the duration of the employer's obligation to continue to pay wages according to art. 324a OR, a maternity leave according to art. 329f OR, a paternity leave according to art. 329g OR, a care leave according to art. 329i OR or an adoption leave according to art. 329j OR, unless the insured person requests a reduction.

Salary reduction from age 58 onwards <sup>5</sup> Insured persons who have reached the age of 58 and who do not yet receive any pension benefits from the Pension Fund may demand that their insurable annual salary be reduced by a maximum of 50% until they reach the ordinary reference age.

Contributions to the continued insurance coverage of the previously insured annual salary are excluded from considerations of the parity of contributions.

The procedures are regulated in a separate agreement between the Pension Fund and the insured person.

Insurable salary in case of continued insurance after termination of employment relationship by employer Insured persons who continue to be insured in the Pension Fund according to Art. 3 para.5 after termination of their employment relationship by the employer may request a reduction in their insurable annual salary at the time of termination of employment either for the entire pension scheme or only for the old-age pension scheme. In the latter case, the insurable annual salary at the time of termination of employment applies to the risk insurance. For insured persons who are covered by Art. 1 para. 1 of the Ordinance on the Compulsory Occupational Pension Scheme for Unemployed Persons, the reduction of the insurable salary relevant for death and disability benefits is only permitted to the extent that, taking into account any relevant salaries in other pension schemes, the insurable annual salary is not lower as the relevant salary for the compulsory insurance of unemployed persons.

A reduction in accordance with the preceding section shall be made from the beginning of the continued insurance if this is required in the agreement on the continuation of the insured person's insurance. A change in the insurable salary taking into account the conditions of the preceding section (including a further reduction according to the preceding section or an increase up to the insurable salary existing at the time of termination of the employment relationship) is possible as of 1 January of each year, provided that a written application is submitted by 30 November of the previous year. The following section remains reserved.

The insurable salary for the entire pension scheme will also be reduced in the following cases:

- a. in cases pursuant to art. 24, para. 2, section 3, sentence 2, in proportion to the share of the transferred termination benefit to the existing retirement assets at the time of entry into the new pension scheme: in the case of entry into a new pension scheme by the 15th of a month, retroactively as of the first day of that month, or, in the case of later entry, as of the first day of the following month;
- b. in cases of partial retirement pursuant to art. 12, para. 4, in proportion to the portion of partial retirement: as of the first day of the month following partial retirement.

#### B. Financing

#### Art 8 Contributions

Start of obligation to pay contributions <sup>1</sup> The obligation to pay contributions for the insured person and the employer begins on the 1st day of each month. For entries up to the 15th day of a month, the obligation to pay contributions begins on the 1st day of the same month, for later entries on the 1st day of the following month.

End of obligation to pay contributions

- The obligation to pay contributions ends
  - a. with the withdrawal from the Pension Fund;
  - b. at the end of the month of death of the insured person;
  - c. in the event of disability, at the beginning of the waiver of contributions pursuant to para. 8;
  - d. for the risk contributions pursuant to para. 6, with the start of early retirement, but at the latest upon reaching the ordinary reference age;
  - e. for the savings contributions pursuant to paragraph 3, with the start of full early or ordinary retirement. Para. 9 remains reserved.

If an event as outlined in lit. a or lit. c - e occurs by the 15th day of a month, no contribution is due for the month in question; if the event occurs later, the contribution is due for the entire month.

Savings contributions

<sup>3</sup> The insured person and the employer shall make savings contributions determined as a percentage of the insured annual salary. The savings contributions are used to create the individual savings capital, which forms the basis for determining retirement benefits.

Savings contributions of the insured person / choice between pension plans The insured person can choose between the "Basic", "Standard" and "Plus" pension plans. The choice must be made within two months of joining the Pension Fund, whereby the "Standard" pension plan applies without prior written notification as of the time of joining. A change to the pension plan within the first two months of its commencement will take effect on the 1st day of the following month. A change of pension plan is also possible annually on 1 January of the following year, provided that the Pension Fund is notified in writing of the change of plan by 15 January of each year.

The amount of the insured person's savings contributions is determined as follows according to the relevant pension plan:

Age	Savings contributions of the insured person				
	(as a	alary)			
	"Basic" pension plan	"Standard" pension plan	"Plus" pension plan		
25-70	6.5%	8.0%	11.0%		

Employer's savings contributions

<sup>5</sup> The amount of the employer's savings contributions shall be calculated as follows irrespective of the pension plan chosen by the insured person:

Age	Employer's savings contributions
	(as a % of the insured annual salary)
25-70	11%

Risk contributions

<sup>6</sup> The insured person and the employer shall pay risk contributions to finance the retirement benefits in the event of death or disability. These are divided into two age categories, are determined as a percentage of the insured annual salary and are calculated as follows:

Age	Risk contributions as a % of the insured annual salary		
	Insured person	Employer	
17-24	1.0%	2.0%	
25-65	0.0%	3.0%	

Payment of contributions

<sup>7</sup> The employer owes the pension fund the entire amount of the savings and risk contributions. The employer deducts the insured person's share from the salary. The contributions are to be paid monthly.

Waiver from paying contributions

<sup>8</sup> From the point in time at which a claim to a disability pension arises in accordance with these regulations, the disabled person and the employer shall be exempted from the obligation to pay contributions to the extent of the percentage of the disability pension claim. The amount of the waiver of contributions is based on the "Standard" pension plan, irrespective of the choice made by the insured person.

If the incapacity for work is based on a cause for which there is a health restriction pursuant to art. 4, only the minimum retirement credits pursuant to the BVG will be credited during the entire period of the waiver of contributions.

Contributions after the ordinary reference age <sup>9</sup> Insured persons whose employment relationship exceeds the ordinary reference age in accordance with art. 12 para. 3 may demand the continuation of the savings contributions until the actual termination of the employment relationship. In this case, the insured person and the employer shall continue to pay the savings contributions in accordance with this Article.

Unpaid leave

<sup>10</sup> The special provisions relating to unpaid leave pursuant to art. 3 para. 4 and relating to early retirement pursuant to art. 9 para. 3 remain reserved.

Continued insurance after termination of employment relationship by employer The insured persons who are still insured in the Pension Fund according to Art. 3 para. 5 after termination of the employment relationship by the employer may choose between the pensions plan "Basic", "Standard" and "Plus" when they start their continued insurance with regard to the payment of employee contributions. This is set out in writing in the agreement on continued insurance. Notwithstanding paragraph 4 of this article, the pension plan may be changed annually as of 1 January, provided that the Pension Fund is notified in writing of the change of plan by 30 November of the previous year.

In all other respects, the special provisions of Art. 3, para. 5, are reserved.

#### Art 9 Entry lump sum transfer; purchase of additional benefits

Entry lump sum transfer

Termination payments from previous pension funds and credit balances at vested benefits institutions must be transferred to the Pension Fund immediately upon entry as an entry lump sum transfer. These will be credited to the savings capital in accordance with art. 10 para. 2 as of the transfer date - but not before the entry date - up to the maximum amount in accordance with para. 2. Any remaining difference shall, upon request, be credited to the additional capital pursuant to art. 10 para. 3 or para. 4. The Pension Fund may require the insured person to confirm that all termination payments and credit balances at vested benefits institutions have been transferred in full.

Buy-in for maximum benefits The insured person may buy into the maximum benefits of his chosen pension plan in accordance with Chapter L, Appendix 2 no more than twice a year. The amount of the buyin, together with the savings capital available at the time of the buy-in according to art. 10 para. 2, may not exceed the maximum possible savings capital according to the relevant table in Chapter L, Appendix 2. To calculate the maximum possible buy-in, any credit balances in accordance with art. 60a para. 2 BVV 2 are added to the existing savings capital.

The restrictions provided for in this article shall remain reserved.

Buy-in for early retirement

<sup>3</sup> If an insured person has bought into the maximum benefits in accordance with para. 2, he may make voluntary contributions to the additional capital in the early retirement account or the AHV bridging pension account in accordance with art. 10 para. 3 in order to compensate for the reduction in the pension in the case of early retirement and/or to finance an AHV bridging pension in accordance with art. 14.

The maximum buy-in for the financing of early retirement is regulated in Chapter L, Appendix 3a or 3b, and the maximum buy-in for the financing of an AHV bridging pension is regulated in Chapter L, Appendix 4a or 4b.

If the insured person has made contributions for the purpose of early retirement at a certain age and is working beyond the anticipated early retirement age or in case of a continued insurance pursuant to art. 3 para. 5 beyond the anticipated early retirement age, the resulting retirement benefit may not exceed the model-based retirement pension at the ordinary reference age by more than 5%.

The model-based pension at the ordinary reference age corresponds to the maximum buyin for the pension plan of the insured person in accordance with Chapter L, Appendix 2, multiplied by the conversion rate for normal retirement in accordance with Chapter L, Appendix 6 and 7 respectively.

If the 5% threshold is exceeded, the savings contributions are first reduced or waived, followed by the interest on the retirement assets. Any difference in the retirement assets in accordance with art. 10 are forfeited in favour of the Pension Fund.

Restriction due to early withdrawal

<sup>4</sup> If early withdrawals have been made for the promotion of home ownership, buy-ins may not be made until these withdrawals have been repaid. Early withdrawals that cannot be repaid in accordance with the Regulation on the promotion of home ownership with funds from the occupational pension scheme are excluded from this regulation.

Restrictions on persons moving from abroad <sup>5</sup> For insured persons who move from abroad and who have never belonged to a pension fund in Switzerland, the annual buy-in amount may not exceed 20% of the insured annual salary during the first five years after joining a Swiss pension fund. After the five-year period has expired, it is possible to buy into the full regulatory benefits.

Restriction on buy-in after age 65 <sup>6</sup> Buy-ins may continue to be made even while the employee continues to work beyond the ordinary reference age until he reaches the age of 70 at the latest, provided that, at the ordinary reference age and in accordance with the buy-in table of the related pension plan, there is still potential to make buy-ins in accordance with the thresholds specified in para. 2 and that this potential exists at the time of the buy-in.

Capital withdrawal after buy-ins

<sup>7</sup> If buy-ins have been made, the resulting benefits may not be withdrawn from the pension plan in the form of a lump sum within the next three years. This does not apply to buy-ins made after divorce or the legal dissolution of a registered civil partnership (art. 22d FZG).

Responsibility for tax consequences

8 The insured person is responsible for clarifying the tax consequences associated with a buy-in and bears sole responsibility for any tax consequences.

Employer's share

The employer may make buy-ins on behalf of the insured person in accordance with this article.

#### Art 10 Retirement assets

Composition of retirement assets

The retirement assets consist of the savings capital and the additional capital. The additional capital consists of the additional capital for early retirement and the additional capital for the AHV bridging pension.

Savings capital

- <sup>2</sup> For each insured person, an individual savings capital is maintained, which is made up of a number of components:
  - a. the savings contributions in accordance with art. 8;
  - b. the entry lump sum transfer in accordance with Art. 9;
  - c. the buy-ins in accordance with art. 9;
  - d. repayments of early withdrawals in connection with the promotion of home ownership in accordance with art. 29;
  - e. the buy-ins made after divorce or the legal dissolution of a registered civil partnership, unless they are credited to the additional capital for early retirement or the AHV bridging pension;
  - f. the amounts transferred and credited as part of the equitable division of pensions in the event of divorce or legal dissolution of a registered civil partnership;
  - g. the interest.

The following are deducted from the savings capital:

- early withdrawals in connection with the promotion of home ownership in accordance with art. 29, insofar as they are not charged to the additional capital for early retirement or the AHV bridging pension;
- b. the termination payments made after divorce or the legal dissolution of a registered civil partnership are to be transferred, insofar as they are not charged to the additional capital for early retirement or the AHV bridging pension;
- c. the capital withdrawals or the capital corresponding to the partial pension on partial retirement, insofar as they are not charged to the additional capital.

Additional capital for early retirement

- <sup>3</sup> For insured persons who exercise the option under art. 9 para. 3 to finance early retirement or who wish to credit the additional capital for early retirement by using an entry lump sum transfer that exceeds the threshold for buying into the maximum benefits in accordance with art. 9 para. 1, a separate additional capital for early retirement shall be maintained, which shall consist of the following:
- a. buy-ins to avoid pension reductions in the event of early retirement;
- the amounts attributable to the savings capital in accordance with para. 2 lit. b and d f, insofar as these cannot be contributed to the savings capital;
- c. the interest.

The following are deducted from the additional capital for early retirement:

- early withdrawals in connection with the promotion of home ownership in accordance with art. 29, insofar as they are not charged to the additional capital for the AHV bridging pension;
- the termination payments to be transferred as a result of divorce or legal dissolution of a registered civil partnership;
- c. the capital withdrawals or the capital corresponding to the partial pension or the partial bridging pension in the case of partial retirement.

Additional capital for the AHV bridging pension

- <sup>4</sup> For insured persons who exercise the option under art. 9 para. 3 to finance the AHV bridging pension or who wish to credit the additional capital for the AHV bridging pension by using an entry lump sum transfer that exceeds the threshold for buying into the maximum benefits in accordance with art. 9 para. 1, a separate additional capital for early retirement shall be maintained, which shall consist of the following:
- a. the buy-ins to finance the AHV bridging pension;

- the amounts attributable to the savings capital in accordance with para. 2 lit. b and d f, insofar as these cannot be contributed to the savings capital or are not contributed
  to the additional capital for early retirement;
- c. the interest.

The following are deducted from the additional capital for the AHV bridging pension:

- early withdrawals in connection with the promotion of home ownership in accordance with art. 29, insofar as they are not charged to the additional capital for early retirement:
- b. the termination payments to be transferred as a result of divorce or legal dissolution of a registered civil partnership;
- c. the capital withdrawals or the capital corresponding to the partial pension or the partial bridging pension in the case of partial retirement.

Interest rate

- <sup>5</sup> At the end of each year, the Foundation Board shall set the following rates for the interest on the retirement assets:
- a. the interest rate applicable to the calculation of the benefits or the benefits in the event of withdrawal before 31 December of the following year;
- b. based on the financial situation, the performance achieved and the overall situation of the Pension Fund, the interest rate that will be credited to the retirement assets of the insured persons or persons leaving the pension plan as at 31 December and of the persons who were entitled to benefits as at 31 December.

Interest as at vear-end <sup>6</sup> At the end of the year, the retirement assets shall be credited interest at the rate determined by the Foundation Board in accordance with para. 5 lit. b at the end of the previous year. Any interest credited to the retirement assets in accordance with para. 2 lit. b - f, para. 3 lit. a. and b. and para. 4 lit. a. and b. during the current year shall be calculated on a pro rata temporis basis using the same interest rate. There is no interest paid on the savings contributions for the current year.

Interest during the current year

<sup>7</sup> If it is necessary to calculate the benefits before 31 December of the current year, in particular in the case of a benefit entitlement or termination, the retirement assets shall be credited interest on a pro rata temporis basis on the amount as at the end of the previous year using the interest rate determined by the Foundation Board in accordance with para. 5 lit. a. Any interest credited to the retirement assets in accordance with para. 2 lit. b - f, para. 3 lit. a. and b. and para. 4 lit. a. and b. during the current year shall be calculated on a pro rata temporis basis using the same interest rate. There is no interest paid on the savings contributions for the current year.

Retirement assets for recipients of a disability pension In the event of partial disability, the retirement assets are divided into a passive and an active portion according to the percentage of claim to a disability pension. The passive part is managed as for a 100% disability and the active part as for an active insured person. The passive part of the retirement assets is further increased by the savings contributions subject to a contribution waiver and credited with interest at the same rate as that of an active insured person. If the recipient of a disability pension is reactivated, it shall be payable in the according amount as a termination payment in accordance with art. 24, otherwise it shall be payable a retirement benefit upon reaching the ordinary reference age.

Retirement assets with continued insurance after termination of employment relationship by employer <sup>9</sup> For the duration of the continued insurance pursuant to art. 3, para. 5, the retirement assets in the Pension Fund shall continue to be held in accordance with this Article. The continued insurance without continuation of the old-age pension scheme remains reserved, in which no savings contributions but interests are credited to the retirement assets.

In the event of transfer to a new pension fund pursuant to art. 24 para. 2, section 3, sentence 2 or partial retirement pursuant to art. 12 para. 4, the retirement assets shall be reduced by the transferred termination benefit pursuant to art. 25 para. 3 lit. a or proportionately to the extent of partial retirement.

#### C. Benefits of the Pension Fund

#### Art 11 Overview of benefits

Pension Fund benefits

The Pension Fund provides the following benefits:

- 1. Retirement benefits (art. 12 15)
  - a. Old-age pension
  - b. Lump sum at retirement
  - c. Old-age pension child benefits
  - d. AHV bridging pension
- 2. Disability benefits (art. 16 17)
  - a. Disability pension
  - b. Disabled person's child's pension
- 3. Survivor's pension (art. 18 23)
  - a. Spouse's pension
  - b. Pension for the surviving registered civil partner
  - c. Partner's pension
  - d. Pension for a divorced spouse or surviving registered civil partner
  - e. Orphan's pension
  - f. Death capital

#### D. Retirement benefits

#### Art 12 Entitlement to retirement benefits

**Entitlement** 

<sup>1</sup> Entitlement to retirement benefits arises after retirement (termination of the employment relationship), at the earliest on the first day of the month following the completion of the 58th year of age and at the latest on the first day of the month following the completion of the 70th year of age. The ordinary reference age shall be determined in accordance with art. 5 para. 2.

Between the age of 58 and the ordinary reference age, the insured person may demand a termination payment in lieu of retirement benefits, provided that he fulfils the conditions set out in art. 24 para. 2. He may also request continued insurance under Art. 3 para. 5 instead of retirement benefits if the employer has terminated the employment relationship.

Entitlement in the event of restructuring

Notwithstanding para. 1, in the event of a restructuring of the employer, the Foundation Board may decide that the entitlement to retirement benefits arises on the first day of the month following the completion of the 55th year of age.

Entitlement in the event of deferred retirement <sup>3</sup> The insured person may postpone his entitlement to retirement benefits beyond the ordinary reference age up to the age of 70 at the latest, provided that the employment relationship continues. The insured person must submit the request for postponement in writing to the Pension Fund at least one month before the ordinary reference age. If no such request is made, the insured person will enter retirement upon reaching the ordinary reference age.

No disability benefits are insured for during the postponement period. If the employment relationship is terminated due to incapacity for or disability to work, the retirement benefits shall be paid. If the insured person dies during the postponement period, the entitlement and the amount of survivors' benefits shall be governed by the provisions on survivors' benefits for old-age pensioners (art. 18 para. 3 lit. b).

If the amount of the insurable annual salary results in an insured annual salary, the savings contributions may be continued at the request of the insured person in accordance with art. 8 para. 9, otherwise no contributions shall be made during the period of prolongation.

It shall be no longer possible to use retirement savings capital to finance home ownership.

Partial retirement

<sup>4</sup> If the insured person reduces his degree of employment after reaching the age of 58, he can request partial retirement benefits corresponding to the reduction in the degree of employment, if the reduction in the degree of employment is accompanied by a corresponding reduction in the insured annual salary.

The reduction in the degree of employment for each stage of partial retirement must be at least 20%.

If the insurable annual salary after a partial retirement falls below the threshold according to art. 3 para. 1, the full retirement benefit is drawn.

The insured person is responsible for clarifying the tax consequences of partial retirement and bears sole responsibility for any tax consequences arising in this connection.

Entitlement of persons receiving a disability pension <sup>5</sup> Persons receiving a disability pension are entitled to retirement benefits on the first day of the month after reaching the ordinary reference age.

Entitlement in case of continued insurance after termination of employment relationship by employer <sup>6</sup> Persons who continue to be insured according to Art. 3 para. 5 and who have reached the minimum age for early retirement in accordance with para. 1 may demand a corresponding partial retirement for the entire pension scheme in accordance with Art. 7 para. 6, if the insurable annual salary is reduced. The provisions of para. 4 shall apply mutatis mutandis, taking into account Art. 13 para. 1, section 2.

Upon termination of continued insurance pursuant to Art. 3, para. 5, the insured person who has reached the minimum age for early retirement shall be entitled to retirement benefits, unless he claims a termination benefit pursuant to Art. 24, para. 2, section 4.

#### Art 13 Benefit as savings capital or old-age pension

Form of retirement benefits

<sup>1</sup> Insured persons and persons receiving a disability pension who fulfil the conditions set out in art. 12 may receive the retirement benefits either in full or in part as an annual oldage pension in accordance with para. 2 or as a lump sum in accordance with para. 3.

Excluded from this right are insured persons who have continued to be insured according to Art. 3 para. 5 for more than two years after the termination of the employment relationship by the employer. The latter can only receive the retirement benefits as an annual retirement pension in accordance with paragraph 2.

Old-age pension

The amount of the old-age pension corresponds to the retirement assets available at the time of retirement pursuant to art. 10, multiplied by the conversion rate applicable at that same time for the respective retirement age according to Chapter L, Appendix 7. The conversion rate is interpolated exactly to the month. The right is reserved to reduce the retirement assets on which the old-age pension is based as a result of a capital withdrawal (para. 3) or as a result of the receipt of an AHV bridging pension (art. 14 para. 4).

In the case of persons receiving a disability pension, the amount of the retirement pension corresponds to the retirement assets available at the date of ordinary retirement in accordance with art. 10, multiplied by the conversion rate applicable at that same time in accordance with Chapter L, Appendix 7.

Entitlement to the old-age pension expires at the end of the month in which the retired person dies.

Withdrawal as a lump sum

<sup>3</sup> The insured person may draw up to 100% of the retirement assets in accordance with art. 10 as a lump sum. Restrictions shall apply in accordance with art. 9 para. 7 in the case of buy-ins made within 3 years prior to retirement.

In the event of partial retirement, a maximum of three capital withdrawals are possible, whereby one step comprises all capital withdrawals within a calendar year and capital withdrawals as a result of partial retirement from other pension foundation prior to joining the Pension Fund are also taken into account.

Insofar as the capital withdrawal is concerned, all regulatory claims against the Pension Fund are deemed to have been settled.

The application for a lump-sum withdrawal must be submitted to the Pension Fund at least one month before retirement. It may not be revoked after the expiry of that period. The deadline does not apply to insured persons for whom the employer has determined their early retirement date and has communicated it only within this period. In such cases, the application must be made before retirement.

If the insured person or person receiving a disability pension is married or lives in a registered civil partnership, the lump-sum payment requires the written consent of the spouse or registered civil partner in accordance with art. 37 para. 3.

#### Art 14 AHV bridging pension

Entitlement to an AHV bridging pension

<sup>1</sup> In the event of early retirement, the insured person may demand an annual AHV bridging pension to compensate for the missing AHV retirement benefit. The Pension Fund must be notified accordingly before retirement.

Start / End

<sup>2</sup> The entitlement to an AHV bridging pension arises at the same time as the entitlement to an old-age pension. Subject to para. 3, it shall expire at the end of the month after the insured person reaches the ordinary BVG reference age applicable as at the time of retirement and, at the latest, at the end of the month in which the retired person dies.

Amount

<sup>3</sup> The insured person may determine the amount and duration of the AHV bridging pension, but the amount may not exceed the maximum AHV old-age pension. In the event of partial retirement, the AHV bridging pension is paid in proportion to the degree of retirement.

Financing

<sup>4</sup> The AHV bridging pension can be financed from the additional capital for the AHV bridging pension or from the savings capital or from the additional capital for early retirement. The retirement assets available at retirement are reduced by the capital value of the AHV bridging pension in accordance with Chapter L, Appendix 5. If the AHV bridging pension is not financed from the account for additional capital for the AHV bridging pension, this leads to a reduction in retirement benefits corresponding to the reduction in the remaining retirement assets.

Death before withdrawal

<sup>5</sup> If the beneficiary of an AHV bridging pension dies before reaching the BVG reference age, the AHV bridging pension shall continue to be paid to beneficiaries in accordance with art. 18 to 20 and art. 22, at the latest until the date on which the beneficiary would have reached the BVG reference age applicable as at the time of retirement. The entitlement to benefits is governed by the Order of Beneficiaries in accordance with art. 23 para. 2.

Adjustment

<sup>6</sup> Current AHV bridging pensions are not increased in the event of an increase in AHV old-age pensions.

#### Art 15 Old-age pension child benefits

Pension entitlement

Old-age pensioners are entitled to an annual pension for each child who could claim an orphan's pension in accordance with art. 22 upon the death of the retiree.

Start / End

<sup>2</sup> The entitlement to a pension for a child arises at the same time as the entitlement to an old-age pension or, in the event of a later birth or adoption of the child, at the time of its birth or adoption. It expires with the death of the retired person, at the latest at the end of the month in which the entitlement to an orphan's pension under art. 22 would end.

Amount

<sup>3</sup> The old-age child benefit amounts for each eligible child to 20% of the old-age pension paid out.

The sum of the old-age pension and old-age child benefit(s) may not exceed the amount of the last insurable salary.

#### E. Disability benefits

#### Art 16 Disability pension

Pension entitlement

- <sup>1</sup> Insured persons are entitled to an annual disability pension,
- a. who are at least 40% disabled according to the IV and were insured with the Pension Fund at the time of the occurrence of the incapacity to work, the cause of which led to disability;
- b. who were at least 20% but less than 40% incapacitated for work as a result of a congenital defect at the time of admission to the Pension Fund and who were at least 40% insured with the Pension Fund at the time of the increase in the incapacity to work, the cause of which led to disability.

IV degree

The degree of disability relevant for determining the Pension Fund benefits corresponds to the degree of disability determined by the IV corresponding to the degree of incapacity for work. Resettlement measures pursuant to art. 26a para. 1 and 2 BVG are reserved.

If the IV does not establish a degree of disability because the contribution period for the receipt of benefits is insufficient, the Pension Fund recognises the degree of disability in accordance with the degree of disability determined or certified by its medical officer or by the medical officer of the reinsurer.

Start of the entitlement

<sup>3</sup> The entitlement to a disability pension from the Pension Fund arises with the entitlement to a disability pension from the IV. However, payment of the disability pension is deferred as long as the insured person is receiving a full salary or daily benefits of a daily sickness allowance or accident allowance insurance in lieu of a full salary that meets the minimum requirements under Art. 26 BVV2, which apply up to the maximum insurable salary under the mandatory occupational pension scheme.

End of the

- 4 The disability pension expires
- a. subject to art. 26a BVG, on the same day and to the same extent as the person regains the ability to work;
- b. at the end of the month in which the person receiving a disability pension dies;
- c. when the insured person reaches the ordinary reference age. Thereafter, a claim to retirement benefits arises pursuant to art. 12 et seq. and art. 36 para. 2.

Amount

<sup>5</sup> If the degree of disability is 70% or more, a whole disability pension will be paid. This corresponds to 65% of the insured annual salary.

If the degree of disability is lower than 70%, the disability pension corresponds to the following percentages of the whole disability pension:

- a. if the degree of disability is at least 50% and a maximum degree of disability of 69% to the degree of the disability pension;
- b. if the degree of disability is at least 40% and a maximum degree of disability of 49%, then 25% increased by 2.5% for each percentage of disability degree above 40%.

A degree of disability lower than 40% does not give an entitlement to a disability pension.

Revision of the disability pension

<sup>6</sup> A disability pension that has been set, can be increased, decreased or terminated, if the degree of disability in according with Art. 17 para. 1 lit. a ATSG is changed by at least 5% or the pension claim increases to 100%. Art. 50 and adjustments in accordance with Art. 30 para. 3 are reserved.

#### Art 17 Disabled person's child's pension

Pension entitlement <sup>1</sup> Persons receiving a disability pension are entitled to an annual disabled person's child's pension for each child who could claim an orphan's pension in accordance with art. 22 upon the death of the recipient of the disability pension.

Start / end

<sup>2</sup> The entitlement to a disabled person's child's pension arises at the same time as the entitlement to a disability pension or, in the event of a later birth or adoption of the child, at the time of its birth or adoption. It expires with the death of the recipient of the disability pension, at the latest at the end of the month in which the entitlement to an orphan's pension under art. 22 would end.

Amount

<sup>3</sup> The annual disabled person's child's pension amounts for each eligible child to 20% of the disability pension currently being paid.

#### F. Survivor's pension

#### Art 18 Spouse's pension

Pension entitlement

- <sup>1</sup> The surviving spouse shall be entitled to an annual spouse's pension if the deceased person
- a. was insured at the time of death or at the time of the occurrence of the incapacity to work, the cause of which led to death, or
- b. was at least 20% but less than 40% incapacitated for work as a result of a congenital disease at the time of admission to the Pension Fund and was at least 40% insured with the Pension Fund at the time of the increase in the incapacity to work, the cause of which led to death, or
- was receiving an old-age or disability pension from the Pension Fund at the time of death.

Start / end of claim to entitlement

<sup>2</sup> The pension entitlement begins on the first day of the month following the death of the insured person or the person receiving an old-age or disability pension, and at the earliest the day after which the entitlement to a salary, the continued payment of salary or an old-age or disability pension ends.

The entitlement expires at the end of the month in which the surviving spouse dies or remarries. Upon remarriage, a one-time settlement amounting to three annual annuities is paid out.

Amount

- The spouse's pension amounts to
- a. in the event of the death of an insured person before the ordinary reference age: 70% of the insured disability pension;
- b. in the event of the death of a person receiving a disability or old-age pension: 70% of the current disability or old-age pension.

A pension reduction in accordance with paragraph 5 remains reserved.

Payment of the spouse's pension as a lump sum <sup>4</sup> The spouse's pension may be drawn in whole or in part in the form of a lump sum. The capital value corresponds to the actuarial present value of the spouse's pension reduced, if applicable, in accordance with para. 5. The surviving spouse must submit the relevant application before receiving the first pension payment. The lump-sum payment covers all claims of the surviving spouse to the extent of the lump-sum amount.

This right does not apply to surviving spouses of insured persons who have continued to be insured in accordance with Art. 3, para. 5 for more than two years after termination of the employment relationship by their employer. The latter can only receive the spouse's pension as an annual spouse's pension in accordance with paragraph 3.

Pension reductions

<sup>5</sup> If the surviving spouse is more than ten years younger than the deceased person, the spouse's pension shall be reduced by 3% of the full spouse's pension for each full or partial year exceeding the difference of ten years, but by no more than 50%.

If the marriage takes place after the age of 65, the spouse's pension is reduced by 2% for each month exceeding the age of 65. In the case of an uninterrupted civil partnership immediately preceding the marriage, in accordance with article 20, the date of commencement of the civil partnership shall apply.

#### Art 19 Survivor's benefits in the case of a registered civil partnership

Entitlement Articles 18 and 23 apply mutatis mutandis to the surviving registered civil partner.

#### Art 20 Partner's pension

Entitlement

- <sup>1</sup> In the event of the death of an insured person or a person receiving an old-age or disability pension, the surviving civil partner is entitled to a partner's pension irrespective of sex, provided that the civil partner would have been entitled to a spouse's pension in accordance with art. 18 had the civil partner been married to the deceased person, and provided that the following additional cumulative conditions are fulfilled:
- a. neither the life partner nor the insured person or the person receiving an old-age or disability pension is married;
- b. the life partners were not related to each other;
- c. they have formed an uninterrupted marriage-like partnership for at least five years upon the death of the insured person or the person receiving an old-age or disability pension. The cohabitation does not need to have lasted five years if the life partner was responsible for the maintenance of one or more joint children;
- d. the insured person or the recipient of an old-age or disability pension has submitted during his lifetime a confirmation to the Pension Fund, affixed with the notarised or officially certified signature of the insured person or the recipient of an old-age or disability pension and that of the life partner to be registered that he lives exclusively with the registered civil partner in a marriage-like relationship;
- e. the surviving partner does not draw a spouse's or civil partner's pension from an occupational pension scheme either from an earlier cohabitation or from an earlier marriage.

The registration of the civil partnership is confirmed in writing by the Pension Fund after an examination has been carried out.

Conditions / amount of the pension

The other conditions pertaining to the partner's pension and the amount of the pension shall be determined by analogy with the provisions pertaining to the spouse's pension (art. 18).

#### Art 21 Pension for a divorced spouse or after the dissolution of a registered civil partnership

Entitlement

- A divorced spouse shall be entitled to a spouse's pension if
- a. the divorced marriage had lasted at least ten years, and
- b. the divorced spouse was awarded a pension in accordance with art. 124e para. 1 or art. 126 para. 1 Swiss Civil Code upon the divorce.

Duration

<sup>2</sup> The entitlement exists for as long as a spouse's pension would have been due. It expires at the end of the month in which the divorced spouse dies or remarries / enters in a registered civil partnership.

Amount

<sup>3</sup> The amount of the annual pension for the divorced spouse is limited to the minimum amount of the spouse's pension in accordance with the BVG.

This is reduced by the amount by which it, together with the AHV benefits, exceeds the entitlement under the divorce decree. The reduction shall be limited to the excess amount. The survivors' pensions under the AHV are only recognised to the extent that they are higher than the individual's entitlement to a disability pension under the IV or an old-age pension under the AHV.

Entitlement after dissolution of the registered civil partnership In the event of the death of an insured person or the recipient of an old-age or disability pension, the surviving former registered civil partner is treated as a divorced spouse, provided that

- a. the registered civil partnership had lasted at least ten years, and
- b. the former registered civil partner was awarded a pension in accordance with art. 124e para. 1 Swiss Civil Code or art. 34 para. 2 and 3 PartG (Same-Sex Partnership Act) upon the judicial dissolution of the civil partnership.

#### Art 22 Orphan's pension

Pension entitlement

- <sup>1</sup> The children of a deceased insured person or person receiving an old-age or invalidity pension and the foster children for whose maintenance the deceased insured person or the person receiving an old-age or invalidity pension was verifiably responsible are entitled to an orphan's pension if they have not yet reached the age of 20. In addition, the entitlement exists until they reach the age of 25
- a. for children still in education;
- b. for children who are at least 70% disabled according to the IV.

Start / end

<sup>2</sup> The pension entitlement begins as of the death of the insured person or the person receiving an old-age or disability pension, and at the earliest the day after which the entitlement to a salary, the continued payment of salary or an old-age or disability pension ends.

It shall expire at the latest at the end of the month in which the conditions set out in para. 1 are no longer fulfilled or the orphan entitled to claim the pension dies.

Amount

- <sup>3</sup> The amount of the annual orphan's pension for each orphan entitled to one is:
- a. 20% of the insured disability pension if the insured person dies before the start of regular retirement;
- b. 20% of the current disability or old-age pension in the event of the death of a recipient of an old-age or invalidity pension. In the event of the death of a person receiving a disability pension whose disability pension has been reduced as a result of overcompensation, the orphan's pension shall be calculated on the basis of the full disability pension.

Orphans who have lost both parents ("full orphans") receive the double orphan's pension.

#### Art 23 Death capital

Entitlement

<sup>1</sup> If an insured person or person receiving a disability pension dies, an entitlement to a lump-sum death benefit arises.

Order of beneficiaries

- <sup>2</sup> The survivors shall have an entitlement, irrespective of the law of succession, according to the following order of precedence:
- a. The surviving spouse or the surviving registered civil partner; in his absence
- b. the children entitled to an orphan's pension; in their absence
- c. the life partner entitled to a pension in accordance with art. 20 of the regulations; in his absence
- d. natural persons who have been supported substantially by the deceased person; in their absence
- e. the children and foster children of the deceased who do not qualify for an orphan's pension, the parents or siblings of the deceased.

Declaration

<sup>3</sup> The insured person or person receiving a disability pension may set down in writing to the attention of the Pension Fund which persons within a group of eligible persons are to be beneficiaries and the share of the death capital to which they are entitled.

A beneficiary declaration by the insured person or recipient of a disability pension must be made in writing during the lifetime of the insured person or recipient of a disability pension, and confirmed in writing by the Pension Fund.

The mandatory legislation remains reserved.

Absence of a declaration

<sup>4</sup> In the absence of a declaration pursuant to para. 3, the death capital shall be divided equally among the eligible persons within a group.

Amount

The lump sum death capital of an insured person corresponds to the available savings capital according to art. 10 para. 2, less the present value in accordance with the Pension Fund's calculation assumptions valid at the time of the claim (cf. Chapter L, Appendix 1) of the payable spouse's or partner's pension or the registered civil partner's pension, with the voluntary contributions into the savings capital made directly into the Pension Fund since 1 January 2019, including interest in accordance with art. 10 para. 5 up to the time of the insured event, as a minimum. Voluntary contributions made into other pension schemes are not taken into account and the voluntary contributions into the savings capital of the Pension Fund to be taken into account are reduced by advance withdrawals for homeownership, withdrawals as a result of a divorce or partial early withdrawals of retirement benefits from the savings capital of the Pension Fund since 1 January 2019. As an additional lump sum death the additional capital for early retirement or an AHV bridging pension pursuant to art. 10 para. 3 and 4 is due in addition. The lump sum death capital for early retirement or an AHV bridging pension according to art. 10 para. 3 and 4.

Due date

<sup>6</sup> The death capital is due at the same time as the entitlement to the spouse's pension arises or would arise, but not earlier than 30 days after receipt of all the documents required for its payment.

#### G. Termination payment

#### Art 24 Entitlement to termination payment

Entitlement

<sup>1</sup> If an insured person leaves the Pension Fund before the occurrence of an insured event, he is entitled to a termination payment.

Entitlement in special cases

<sup>2</sup> If the insured person leaves the Pension Fund in the period between the earliest possible early retirement date and reaching the ordinary reference ageand continues in gainful employment or registers as unemployed, he may claim a termination payment.

Similarly, insured persons whose IV pension is reduced or cancelled after the degree of disability has been reduced are entitled to a termination payment at the end of the provisional continued insurance coverage and the continuation of the entitlement to benefits in accordance with art. 26a (1) and (2) BVG.

During the period of continued insurance due to termination of the employment relationship by the employer according to art. 3, para. 5, no entitlement to termination benefits arises. This does not apply if the insured person joins a new pension fund without termination of the continued insurance and can buy into the new pension fund for the full benefits under the regulations. If the insured person joins a new pension fund by the 15th of a month, the termination benefit is due retroactively as of the first day of that month or, if joining a new pension fund later, as of the first day of the following month. Paragraph 3 applies analogously.

In the event of termination of the continued insurance pursuant to art. 3, para. 5 between the earliest possible early retirement and the ordinary reference age of the insured person, section 1 of this paragraph shall apply. This does not apply in the event of termination of continued insurance due to transfer to a new Pension Fund (art. 3, para. 5, section 7, letter c), in which case there is an entitlement to termination benefits to the extent that these can be bought-in to the new pension fund.

Interest on the termination payment

<sup>3</sup> The termination payment shall bear interest at the BVG minimum interest rate as of the first day after leaving the Pension Fund. If the Pension Fund does not transfer the vested termination payment due within 30 days of receiving the necessary transfer instructions, default interest amounting to the BVG minimum interest rate plus one percent shall be payable from the end of this period, whereby art. 65d(4) BVG does not apply.

#### Art 25 Amount of the termination payment

Entitlement under defined contribution plans <sup>1</sup> The termination payment is calculated in accordance with art. 15 FZG in accordance with the rules applicable to savings schemes. It corresponds to the retirement assets available when the insured person leaves the Pension Fund in accordance with art. 10.

Minimum entitlement

<sup>2</sup> If the minimum amount in accordance with art. 17 FZG or the amount of the retirement assets in accordance with art. 15 BVG at the time the insured person leaves the Pension Fund is higher than the amount of the retirement assets pursuant to para. 1, the termination payment in its place shall correspond to the higher of the two amounts specified in this paragraph. When calculating the minimum amount under Art. 17 FZG, no surcharge of 4 percent per age year is added to the premiums paid during the period of continued insurance under Art. 3 para. 5 and Art. 7 para. 5.

Entitlement in particular cases

- <sup>3</sup> For insured persons who continue to be insured in accordance with Art. 3 para. 5, the termination benefit in the following cases, however, corresponds at most to the purchase potential for the full regulatory benefits in the new pension fund:
- a. during continued insurance upon joining a new pension fund pursuant to Art. 24 para.2, section 3;
- upon termination of continued insurance due to transfer to a new pension fund in accordance with Art. 24, para. 2, section 4.

The BVG retirement assets are reduced in proportion to the retirement assets and the retirement assets are reduced in the following order:

- a. Additional capital AHV bridging pension
- b. Additional capital early retirement
- c. Retirement capital

Otherwise, paragraphs 1 and 2 shall apply.

#### Art 26 Use of the termination payment

New pension fund

<sup>1</sup> The termination payment is transferred to the new employer's pension fund.

Vested benefits account or policy

<sup>2</sup> If the person leaving the Pension Fund does not join a new pension fund, he must inform the Pension Fund whether he wishes to receive pension protection by opening a vested benefits account or setting up a vested benefits policy.

Lack of notification

<sup>3</sup> If the person leaving the Pension Fund does not notify the use to which his or her withdrawal benefit is put or if the information required for the transfer of the termination payment is not provided, the termination payment, including interest, shall be transferred to the Substitute Occupational Benefit institution no earlier than six months, but no later than two years, after leaving the Pension Fund.

Cash payment

- <sup>4</sup> At the request of the person leaving the Pension Fund, the termination payment shall be paid out in cash if
- a. he leaves Switzerland permanently; para. 5 remains reserved;
- b. he becomes self-employed and is no longer subject to compulsory occupational benefits;
- c. the termination payment is less than the annual contribution of the insured person.
- <sup>5</sup> A cash payment cannot be claimed to the extent of the acquired retirement assets in accordance with art. 15 BVG if the person leaving the Pension Fund continues to be compulsorily insured for the risks of old age, death and disability under the legislation of a Member State of the European Community or under Icelandic or Norwegian legislation.

A cash payment pursuant to para. 4 lit. a. is generally inadmissible if the person leaving the Pension Fund leaves Switzerland permanently and lives in Liechtenstein.

Consent of the spouse

<sup>6</sup> If the person leaving the Pension Fund is married or lives in a registered civil partnership, a cash payment is only permissible if the spouse or registered partner agrees in writing to the cash payment. Art. 37 para. 3 applies.

#### Art 27 Occurrence of an insured event after leaving the Pension Fund

Follow-up cover

<sup>1</sup> If the Pension Fund has to provide survivors' benefits after it has transferred the termination payment, this must be reimbursed to the extent of the survivors' benefits to be paid out

Benefit reduction

<sup>2</sup> If no reimbursement is made, the benefits will be reduced accordingly.

## H. Divorce and judicial dissolution of a registered civil partnership and financing of home ownership

#### Art 28 Divorce and judicial dissolution of a registered civil partnership

Principle

<sup>1</sup> In the event of divorce, the termination payments and pension component are calculated in accordance with art. 122 - 124e ZGB and art. 280 and 281 of the Civil Procedure Code (ZPO); art. 3 - 5 FZG apply correspondingly to the amount to be transferred.

Legal basis

<sup>2</sup> Subject to the regulatory provisions, the equitable division of pensions in the event of divorce or legal dissolution shall be governed by the relevant statutory provisions and ordinances as well as by the final divorce decree.

Reduction in retirement assets

- <sup>3</sup> If, in the context of a divorce, a portion of the termination payment of the insured person or the person receiving a disability pension must be transferred in favour of the divorced spouse, the retirement assets of the insured person or the person receiving a disability pension shall be reduced accordingly in the following order:
- a. Additional capital for the AHV bridging pension
- b. Additional capital for early retirement
- c. Savings capital

The same procedure shall apply if the Pension Fund has to pay out a pension in favour of the entitled divorced spouse.

The BVG retirement assets are reduced in proportion to the retirement assets.

Increase in retirement assets

- <sup>4</sup> If an insured person or a person receiving a disability pension receives a termination payment or a pension (including, if applicable, as a lump sum) as part of a divorce settlement, this amount shall be credited to the retirement assets in the following order:
- a. Savings capital
- b. Additional capital for early retirement
- c. Additional capital for the AHV bridging pension

The BVG retirement assets is credited in the same proportion as it was debited from the divorced spouse.

Divorce of a person receiving a disability pension before the normal retirement age If, as a result of the divorce of a person receiving a disability pension who is entitled to a temporary disability pension, a share of the termination payment is transferred to the divorced spouse before the ordinary reference age, this will simultaneously result in a corresponding reduction in the retirement assets in accordance with para. 3 (passive and, if applicable, active part) and in correspondingly lower retirement benefits after reaching the ordinary reference age. The disability pension and any disabled person's child's pension payable at the time the divorce proceedings are initiated remain unchanged.

If, as a result of the divorce of a person receiving a disability pension who is entitled to a lifelong disability pension, a share of the termination payment is transferred to the divorced spouse before the normal retirement age, the disability pension will be reduced from the date on which the divorce decree takes legal effect and the retirement assets will be reduced, provided that this was included in the regulations for calculating the disability pension at the start of the disability pension. The reduction of the disability pension shall not exceed the maximum amount pursuant to art. 19 para. 2 BVV 2. The retirement assets shall be reduced in accordance with para. 3.

Divorce after the normal retirement age of a person receiving an old-age or disability pension <sup>6</sup> If, as a result of the divorce of a person receiving an old-age or disability pension, the entitled divorced spouse is awarded a share of the pension after ordinary reference age, the old-age or disability pension is reduced accordingly. The entitlement to old-age or a disabled person's child's pension that has already taken effect at the time divorce proceedings are initiated remains unchanged.

In the case of a divorced spouse who is awarded a share of an old-age or disability pension, the Pension Fund converts the share from the old-age or disability pension into a lifelong pension in accordance with the relevant statutory provisions. No further benefit claims can be asserted against the Pension Fund in connection with such a pension. The option to receive the share of the pension in the form of a lump sum remains reserved according to paragraph 7.

Transfer of the pension to the pension fund of a divorced spouse not yet entitled to a pension

<sup>7</sup> If a pension is awarded to a spouse not yet entitled to a pension within the meaning of para. 6, the Pension Fund shall transfer it to the pension fund or vested benefits institution of the entitled divorced spouse by 15 December of each year.

If the spouse entitled to a pension changes the pension fund or vested benefits institution, he must inform the Pension Fund at the latest by 15 November of the year concerned.

The spouse entitled to a pension may request a transfer in the form of a lump sum instead of the annual transfer of the lifelong pension in accordance with para. 6 to his or her pension or vested benefits institution. The corresponding application must be notified to the Pension Fund before the first payment of the pension and is irrevocable. The amount of the lump-sum benefit is based on the calculation assumptions valid at the time the divorce becomes final (cf. Chapter L, Appendix 1). All corresponding claims against the Pension Fund expire upon payment of the lump sum.

Payment of the pension to the divorced spouse entitled to a pension If the divorced spouse entitled to a pension is entitled to a full disability insurance pension or if he has reached the statutory minimum age for early retirement, he may demand payment of the lifelong pension. Once the divorced spouse has reached the BVG reference age, he is entitled to a lifelong pension which will be paid to him or her in accordance with the payment arrangements set out in art. 37. A transfer in the form of a lump sum instead of a pension is not possible.

Insured event: entitlement to old-age pension during divorce proceedings <sup>9</sup> If, during the divorce proceedings, an old-age pension becomes payable (including the replacement of a disability pension by an old-age pension), the Pension Fund shall reduce the portion of the termination payment to be transferred and the old-age pension by no more than the amount specified in art. 19g FZV as of the date on which the divorce becomes legally effective. The reduction shall be divided equally between the spouses.

Survivor's pension

Any claims to survivors' benefits in the event of the death of the insured person shall be calculated on the basis of the reduced benefits paid out or insured after the pension settlement (equitable division of pensions after a divorce). Orphans' pensions that replace old-age or a disabled person's child's pension, which are not affected by the pension settlement, are not reduced.

Buybacks

The insured person can make buybacks within the limits of the transferred termination payment. The repaid amounts shall be allocated in the same proportion as for the debit in accordance with para. 2.

It is not possible to repay contributions for a disability pension.

Registered civil partnership

<sup>12</sup> The provisions relating to a divorce shall apply mutatis mutandis in the event of the legal dissolution of a registered civil partnership.

#### Art 29 Advance withdrawal or pledge to finance home ownership

Conditions

<sup>1</sup> An insured person may pledge the entitlement to pension benefits or an amount up to the amount of the termination payment or make an advance withdrawal to finance home ownership for his own use. The conditions as well as the related reduction or increase of the retirement assets are regulated in a separate regulation.

#### I. General provisions on benefits

#### Art 30 Coordination with other benefits and income

Reductions in benefits

<sup>1</sup> Disability and survivors' benefits shall be reduced if, together with other eligible income, they exceed 100% of the last insurable annual salary before the onset of the benefits entitlement in accordance with art. 7 para. 1.

Other income and benefits are eligible if they are paid out as a result of the harmful event. Eligible are income and benefits from

- a. the AHV/IV;
- b. compulsory accident insurance (UVG);
- c. voluntary insurance if, during the period of employment, at least half of these are financed by the employer (in the mandatory scheme) or at least co-financed by the employer (in the over-mandatory scheme), with the exception of compensation for helplessness and integrity, assistance contributions and other comparable benefits;
- d. military insurance;
- e. other domestic and foreign social security schemes, pension funds and vested benefits institutions.

Any lump-sum benefits are converted into actuarially equivalent pensions in accordance with the calculation assumptions of the pension fund valid at the time of the claim (cf. Chapter L, Appendix 1).

Also taken into account is the earned income or replacement income of persons receiving a disability pension that continues to be earned or can reasonably be expected to be earned. The IV decision is taken as the basis for determining the reasonably achievable earned income.

Retirement benefits are reduced if, together with benefits from accident insurance, military insurance or comparable foreign social security schemes, they exceed 100% of the last insurable annual salary before entitlement to benefits under Art. 7, para. 1.

The Pension Fund does not compensate for reductions in other benefits made upon reaching the ordinary reference age or reductions to or refusals to pay out other benefits due to negligence. This also applies to benefit reductions upon reaching the ordinary reference age in accordance with art. 20 para. 2<sup>ter</sup> and 2<sup>quarter</sup> UVG and art. 47 para. 1 MVG.

If, in the event of a divorce, a lifelong disability after the ordinary reference age or retirement pension replacing an disability pension is divided, the portion of the pension awarded to the entitled spouse shall continue to be taken into account in the calculation of any reduction in the disability or retirement pension of the liable spouse.

Not eligible <sup>2</sup> Benefits pursuant to Art. 24 para. 2 BVV 2 are not eligible.

Applicable date

<sup>3</sup> The date on which the entitlement to a disability or survivor's pension shall be used in the calculation of benefit reductions. The Pension Fund can review the conditions and scope of the benefits at any time after this date and adjust the benefits if circumstances change significantly. An adjustment of the eligible benefits exclusively due to inflation does not lead to a recalculation of overcompensation.

Obligation to assign claims

The Pension Fund may demand that persons entitled to a disability or survivor's pension assign to the Pension Fund their claims against liable third parties up to the amount of the Pension Fund's benefit obligation. To the same extent, the Pension Fund has a right of recourse against the liable third party. If the beneficiaries refuse to assign their liability claims to the Pension Fund, it may reduce their benefits to the extent of the third-party benefits it is presumed to have lost.

Additional reductions in the event of gross negligence The Pension Fund shall reduce its benefits accordingly if the AHV/IV reduces, withdraws or refuses a benefit because the beneficiaries have brought about death or disability through serious negligence or refuse to undergo the rehabilitation measures of the IV. Furthermore, the Pension Fund is not obliged to compensate for refusals to pay benefits or reductions in benefits under accident or military insurance if these were made in accordance with art. 21 ATSG, art. 37 or art. 39 UVG, art. 65 or art. 66 MVG.

Provisional continued insurance coverage

<sup>6</sup> During the period of provisional continued insurance coverage and the continuation of the entitlement to benefits pursuant to art. 26a BVG, the Pension Fund shall reduce the disability pension in accordance with the reduced degree of disability of the claimant, but only to the extent that the reduction is offset by additional income of the claimant.

Preventive suspension of disability pension payments <sup>7</sup> The Pension Fund shall suspend the payment of a disability pension as a preventive measure from the point in time it becomes aware that the IV office has ordered the preventive suspension of the payment of the disability pension as per Art. 52a ATSG.

Obligation to make advance payments

<sup>8</sup> If the insured person is not or was not in the pension fund that is liable to pay the benefits at the time the entitlement to benefits arose, the pension fund to which he last belonged is liable to pay the benefits in advance. If the pension fund that is liable to pay the benefits is determined later, the pension fund liable to pay the benefits in advance may make take recourse against the former. In the event of an obligation to pay in advance, the benefits paid by the Pension Fund are limited to those according to the BVG.

#### Art 31 Subrogation

Subrogation

At the time of the insured event, the Pension Fund shall meet the claims of the entitled parties under these regulations against third parties who are liable for the insured event up to the amount of the statutory benefits. The details are regulated in art. 27 BVV 2.

#### Art 32 Assignment, pledging and settlement

Assignment / pledging

The entitled benefit may neither be pledged nor assigned before the due date. Pledging to finance home ownership in accordance with art. 29 remains reserved.

Settlement with claims of the employer

<sup>2</sup> The entitled benefits may only be offset against claims that the employer has assigned to the Pension Fund if they relate to regulatory contributions that have not been deducted from the insured person's salary.

Settlement with reimbursement claims from social insurance <sup>3</sup> If, by law, the Pension Fund makes payments to another social security insurance for the purpose of settling them against claims for repayment, the Pension Fund shall be exempted from its obligation to pay benefits to the entitled persons to the extent of the payments made.

#### Art 33 Reclaiming benefits

Claim for the restitution of paid benefits

Benefits that have been drawn illegitimately can be reclaimed. The claim for restitution expires three years after the Pension Fund becomes aware of the situation and, in any case, five years after the payment of the benefit. If the claim for restitution derives from a criminal offence for which criminal law provides for a longer limitation period, this period shall apply.

Non-restitution

The claim for the restitution of benefits may be waived in whole or in part if the beneficiary acted in good faith and the restitution of the benefits would lead to great hardship.

#### Art 34 Duty to provide information, duty of disclosure and data disclosure

General duty to provide information or duty of disclosure Newly insured persons, insured persons, pensioners and survivors of the aforementioned persons must at all times truthfully inform the Pension Fund about the circumstances relevant to the implementation of the insurance coverage and about the circumstances relevant to the examination of a claim for benefits as well as about any changes thereto. Changes must be notified to the Pension Fund immediately and without being requested to do so

Suspension of benefits

<sup>2</sup> The Pension Fund shall not provide any benefits until its investigations have been completed in full.

Violation of the duty to provide information or the duty of disclosure in general If a person named in para. 1 violates the duty to provide information or duty of disclosure, the Pension Fund shall have the right to suspend or discontinue benefits, to reduce benefits or to reclaim unduly received benefits plus interest. The Pension Fund may also demand compensation for any loss incurred by it as a result. Para. 4 remains reserved.

Violation of the duty of notification in relation to medical examinations If, within the scope of the medical examination pursuant to art. 4, the person subject to the duty of notification has misrepresented or concealed a material risk that he knew or ought to have known about and about which he was questioned in writing, the Pension Fund shall be entitled, in respect of death and disability benefits, to withdraw by written declaration from the part of the pension agreement concluded with the person subject to the duty of notification that exceeds the minimum benefits in accordance with the BVG within four weeks of becoming aware of the violation of the duty of notification. The withdrawal only refers to the extra-mandatory retirement assets built up in the Pension Fund, but not to the entry benefit paid into the Pension Fund.

Information provided by the Pension Fund upon admission

<sup>5</sup> Upon admission to the Pension Fund, the insured person shall receive a personal insurance certificate as well as a copy of these regulations.

Information provided by the Pension Fund regarding the entitlement to benefits <sup>6</sup> The Pension Fund shall notify each pensioner or beneficiary in writing of the commencement or due date and the amount of any benefits to which he is entitled.

Upon termination of the employment relationship, the Pension Fund shall inform the insured person of the options provided by law and regulations for maintaining pension protection in the event of a vested benefit case and continued insurance pursuant to art. 3 para. 5.

In the event of an entitlement to a termination payment, the Pension Fund shall provide each new pension fund or vested benefits institution with the information on the receipt of retirement and disability benefits for insured persons who are drawing or have drawn a retirement benefit or are drawing a pension as a result of partial disability, which is necessary for the calculation of the purchase options or the salary to be compulsorily insured or for compliance with the maximum number of withdrawals of retirement benefits in capital form (art. 13a para. 2 BVG).

Annual information provided by the Pension Fund

- Once a year, the pension fund has to
- a. issue the insured person an insurance certificate including, in particular, the individual entitlement to benefits, the insured annual salary, the amount of the contributions and the status of the retirement assets. In all cases, however, the present regulations shall remain authoritative;
- b. inform the insured person or pensioner in an appropriate manner about the organisation, its financing and the composition of its supreme governing body, which shall have equal representation.

Information provided by the Pension Fund on demand

<sup>8</sup> Upon demand, the Pension Fund shall provide insured persons or pensioners with its annual report and the annual financial statements, and shall provide information on the capital yield, the actuarial risk trends, the administrative costs, the calculation of the actuarial reserve, the formation of reserves and the funding ratio.

Information provided in the case of divorce

In the event of a divorce, the Pension Fund shall disclose information to the insured person, the pensioner or the court upon demand in accordance with art. 24 para. 3 FZG and art. 19k FZV.

Data disclosure by the Pension Fund The Pension Fund may disclose to the reinsurer data relating to persons to be insured and to insured persons collected within the scope of the health check pursuant to art. 4, as well as data collected in connection with the clarification of pension claims in the event of death or disability, to the extent necessary to carry out reinsurance activities.

The Pension Fund may also disclose data to other third parties in cases provided for by law (art. 86a and 87 BVG as well as art. 32 para. 3 and art. 75a-75c ATSG). Furthermore, the provisions of the Pension Fund's internal data protection directive apply.

Employer's duty to provide information <sup>11</sup> The employer must immediately provide the Pension Fund with all information and data required for the application of these regulations. The employer shall compensate the Pension Fund for any loss incurred as a result of late or omitted information.

Report from the Pension Fund in connection with maintenance obligations of the insured person

- <sup>12</sup> In the event that according to Art. 40 BVG, in connection with maintenance payments outstanding from an insured person, a report has been made from the specialist body designated by cantonal law in accordance with Art. 131 and 290 ZGB, which within the meaning of Art. 40 para. 2 BVG takes effect, the Pension Fund reports the latter immediately using the official form provided for this purpose:
- a. the due date of the followings claims
  - Payment of benefits as a one-time lump-sum payment in the amount of a least CHF 1,000
  - Cash payment in accordance with Art. 26 para. 4 in the amount of at least CHF 1 000
  - Advance withdrawal for the promotion of home ownership in accordance with Art.
- b. the pledging of retirement asset in accordance with Art. 29 and the realisation of these assets as a pledge

The pension fund informs the respective insured person concerned of the reports made in accordance with the previous section.

The pension fund will also notify the designated specialist office of any withdrawal of the insured person concerned from the pension fund in accordance with Art. 24 ff. If you leave, the pension fund informs the new pension or vested benefits institution in accordance with Art. 24f to para. 2 FZG.

#### Art 35 Partial and total liquidation

Partial liquidation

<sup>1</sup> The requirements and procedure for a partial liquidation and the resulting claims are set out in separate regulations, which must be approved by the Supervisory Authority. The partial liquidation regulations can be obtained from the Pension Fund.

Total liquidation

<sup>2</sup> The dissolution and liquidation of the Pension Fund (total liquidation) shall be effected in accordance with the provisions of the foundation charter and the law. The Supervisory Authority shall decide whether the requirements and procedure are fulfilled and approve the plan of allocation.

#### Art 36 Inflation adjustment of current pensions

Pension adjustment

<sup>1</sup> The Foundation Board shall decide each year on any adjustment of the current pensions to inflation, taking into account the financial possibilities of the Pension Fund.

Mandatory pensions

<sup>2</sup> Disability and survivor's pensions in accordance with the BVG minimum benefits, the term of which has exceeded three years, are adjusted in line with the cost of living up to the BVG reference age as ordered by the Federal Council. In any case, the claim to an inflation adjustment shall be deemed settled if and as long as the benefits under these regulations exceed the minimum benefits under the BVG.

Annual financial statements

<sup>3</sup> The Pension Fund shall explain the resolutions pursuant to para. 1 in the annual report or in the annual financial statements.

#### Art 37 General provisions

Payment of pensions

<sup>1</sup> Pensions are paid out at the beginning of each month.

Lump-sum settlement due to insignificance of amounts <sup>2</sup> A pension is replaced by an actuarially calculated equivalent lump-sum payment (capitalize the pension) in accordance with the calculation assumptions valid at the time the benefit is payable if the old-age or disability pension is less than 10%, the spouse's pension is less than 6% and the child's pension is less than 2% of the simple minimum AHV old-age pension.

Consent of the spouse or registered civil partner

<sup>3</sup> Any cash payment requires the written consent of the spouse or registered civil partner. The signature of the spouse or registered civil partner must be certified either by the residents' registration office of the municipality of residence or by a public notary.

Statute of limitations The basic entitlement to a pension (pension rights) does not expire provided the insured person has not left the pension fund at the time of the insured event. However, claims for periodic contributions and benefits expire after five years, others after ten years. Art. 129 - 142 CO are applicable.

Place of performance

<sup>5</sup> The Pension Fund shall transfer the benefits to the bank or postal account nominated by the entitled person and in the name of the entitled person. The bank or postal account does not have to be in the name of the entitled person if the payment is made to a third party by court order.

Retention period for reports made in connection with maintenance obligations <sup>6</sup> In the cases described in Art. 43 para. 12 lit. a, the Pension Fund will transfer the payment due at the earliest 30 days after the notification has been sent to the designated specialist office, taking into account any court order. Until the payment is made, the interest is based on Art. 2 para. 3 FZG.

#### Art 38 Gaps in regulations; disputes

Version

<sup>1</sup> These regulations have also been drawn up in French and German. In the event of deviations and ambiguities, the German text shall prevail.

Gaps

<sup>2</sup> In cases where these regulations do not contain any provisions, the Foundation Board shall adopt a regulation in accordance with the purpose of the Foundation and the law,

Disputes / jurisdiction

<sup>3</sup> Differences concerning the interpretation or application of these regulations shall be decided by the competent court of law. The place of jurisdiction is the domicile of the Pension Fund.

#### J. Organisation, control and underfunding

#### Art 39 Foundation Board

**Duties** 

- <sup>1</sup> The Foundation Board is the supreme governing body of the Pension Fund, which shall have equal representation. It consists of at least four members and manages them in accordance with the law and ordinances, the provisions of the foundation charter and the regulations as well as the instructions of the Supervisory Authority. The Foundation Board is responsible for the overall management of the Pension Fund, ensures the fulfilment of the statutory tasks and determines its strategic objectives and principles as well as the means to fulfil them. It determines the organisation of the Pension Fund, issues the necessary regulations, ensures its financial stability and oversees its management.
- <sup>2</sup> The Foundation Board may delegate all or part of the administration to one or more third parties. It shall designate the business premises and sets up the necessary committees. It represents the Foundation externally and appoints those members who can legally represent the Pension Fund by means of joint signature rights.
- <sup>3</sup> Further details on the organisation and duties of the Foundation Board are set out in the foundation charter and the business and organisational regulations.

#### Art 40 Duty of confidentiality

Duty of confidentiality

The persons involved in the implementation of the occupational pension scheme and the control of the Pension Fund have a duty to maintain the strictest confidentiality with regard to the information that comes to their knowledge in the performance of their duties for the Pension Fund. In particular, this duty extends to the personal, contractual and financial circumstances of the insured persons and pensioners, their dependants and their employer. Confidentiality shall continue to be maintained even after leaving office or after completion of the duties concerned. The right to disclose data in accordance with art. 34 para. 10 remains reserved.

#### Art 41 Auditors, experts

Auditors

<sup>1</sup> The Foundation Board shall appoint an auditor approved in accordance with the RAG to carry out the annual statutory audit of the Pension Fund. The tasks and the election of the auditors are governed by the organisational regulations.

Occupational benefits expert

<sup>2</sup> The Foundation Board shall appoint an occupational benefits expert approved by the Supervisory Commission for the statutory audit of the Pension Fund to be carried out by him. The tasks and the election of the occupational benefits expert are governed by the organisational regulations.

#### Art 42 Underfunding, restructuring measures

Underfunding principle

<sup>1</sup> Underfunding occurs if, at the balance sheet date, the required vested pension capital based on actuarial assumptions as calculated by the occupational benefits expert in accordance with recognised principles is not covered by the assets of the Pension Fund available for this purpose. The details for determining underfunding are set out in the appendix to BVV 2 and in the regulations on restructuring measures.

Measures in the event of underfunding

<sup>2</sup> A temporary underfunding is permissible. The Pension Fund must redress any underfunding itself, however. The measures and the procedure in the event of underfunding are governed by the regulations on restructuring measures.

#### K. Transitional and final provisions

#### Art 43 Entry into force; subject to amendment

Entry into force

This policy shall enter into force on 1 January 2024.

Amendments

<sup>2</sup> It may be amended by the Foundation Board at any time within the limits of the statutory provisions and the purpose of the Foundation.

Previous regulations

<sup>3</sup> Subject to the exceptions mentioned in art. 45 - 51, it replaces all previous regulations including any supplements and is applicable to all insured persons and pensioners.

### Art 44 Transitional provisions for the gradual reduction of the conversion rate as of 1 January 2021 for insured persons as of 31 December 2019

Reduction of the conversion rate from 2021 onwards depending on age group For insured persons who were already insured by the Pension Fund as at 31 December 2019, the conversion rates applicable as of 31 December 2020 will be gradually reduced from 2021 depending on the age group over 5 years (based on reference age of 65 for men and 64 for women). The relevant conversion rates for each cohort affected are shown in Chapter L, Appendix 6, depending on sex.

#### Art 45 Transitional provisions for the integration of the Galenica pension fund

Additional credits due to Galenica pension fund integration For insured persons who, as a result of the integration of the Galenica pension fund on 1 January 2010, were entitled to additional employer contributions as at 31 December 2019, this entitlement remains unchanged until the first of the following events occurs: Retirement, death or exit from the Pension Fund.

#### Art 46 Transitional provisions for disabled pensioners of 31 December 2019

Beneficiaries of temporary disability pensions <sup>1</sup> For recipients of temporary disability pensions as at 31 December 2019, the waiver of contributions and the applicable conversion rate for the redemption of the temporary disability pension are governed by the regulations in force as at 31 December 2019 (i.e. continuation of the previous conversion rates).

Beneficiaries of lifelong disability pension <sup>2</sup> The previous entitlements are preserved for life-long disability pensions or current disability pensions running as at 31 December 2019 and for which the retirement pension is already known.

If, as a result of the divorce of a recipient of a disability pension who is entitled to a lifelong disability pension, a share of the termination payment is transferred to the divorced spouse before the ordinary reference age, art. 28 para. 5 shall also apply.

Coordination

Coordination with other benefits and income is governed by the regulations in force as at 31 December 2019.

## Art 47 Transitional provision resulting from a change in the eligibility conditions for the divorced spouse and the former civil partner following the judicial dissolution of a registered civil partnership

Divorced spouses under previous legislation Divorced spouses as well as former partners after legal dissolution of a registered civil partnership who were awarded a pension or a lump-sum settlement for a lifelong pension prior to the new regulations governing the equitable division of pensions in the event of divorce (1 January 2017) are entitled to survivors' benefits under the previous legislation.

## Art 48 Transitional provision resulting from a change in the eligibility conditions for orphan's pensions

Admissible children

Retired persons, recipients of disability pensions and orphans who were entitled to benefits for children admitted as of 31 December 2019 shall continue to be entitled to such benefits for the period specified in art. 22 paras. 1 and 2.

## Art 49 Transitional provisions for insured persons with incapacity for work starting before 1 January 2020 or after 31 December 2019, but before 1 January 2022

Recipients of a disability pension who became unable to work before 1 January 2020 <sup>1</sup> For persons already insured with the Pension Fund as at 31 December 2019, for whom the incapacity of work, the cause of which led to disability or death, occurred before 1 January 2020, and for whom the death or disability event occurs after 31 December 2019, as well as for their survivors, the Pension Fund regulations in force as of 31 December 2019 shall apply. If, on the contrary, the death or disability occurs before 1 January 2020, the Pension Fund regulations in force at that time shall apply; otherwise, art. 48 shall apply mutatis mutandis to the disability.

Recipients of a disability pension who became unable to work after 31 December 2019, but before 1 January 2022 <sup>2</sup> For persons already insured with the Pension Fund as at 31 December 2021, for whom the incapacity of work, the cause of which led to disability, occurred after 31 December 2019 but before 1 January 2022, and for whom the disability event occurs after 31 December 2021, the Pension Fund regulations in force as of 31 December 2021 shall apply with regard to the amount of the claim to a disability pension. Art. 50 shall apply mutatis mutandis, whereby 1 January 2022 is decisive for determining the age.

## Art 50 Transitional provisions for recipients of disability pensions who had a claim to a disability pension before 1 January 2022

Recipients of a disability pension over age 55

<sup>1</sup> For recipients of a disability pension whose pension claim arose before 1 January 2022 and who reached age 55 on 1 January 2022, the Pension Fund regulations in force as of 31 December 2021 shall apply, however for recipients of a disability pension who are entitled to a temporary disability pension, the provision of the Pension Fund regulations valid at the time the respective claim arises shall apply.

Recipients of a disability pension up to age 54

For recipients of a disability pension whose pension claim arose before 1 January 2022 and who have not reached age 55 on 1 January 2022, the previous pension entitlement remains until the degree of disability as determined as in Art. 16 para. 6 changes.

The previous pension entitlement remains even after a change in the degree of disability as in accordance with the previous section, provided that the application of Art. 16 para. 5 would result in the previous pension entitlement

- a. decreases in case of an increase of the disability degree or
- b. increases in case of a decrease of the disability degree

Recipients of a disability pension up to age 29 For recipients of a disability pension whose pension claim arose before 1 January 2022 and who have not reached age 30 on 1 January 2022, Art. 16 para. 5 would apply at the latest from 1 January 2032. This does not apply in the case that the pension amount would decrease compared to the previous amount. In this case, the previous amount will be paid until the degree of disability according to Art. 17 para 1.a ATSG has changed by at least 5% or the pension claim has increased to 100%.

## Art 51 Transitional provisions for current AHV bridging pensions with benefits commencing before 31 December 2023

AHV bridging pensions before

For recipients of an AHV bridging pension with a benefit commencement date before 31 December 2023, the entitlement to an AHV bridging pension expires at the end of the

31 December 2023

month after the insured person reaches the ordinary AHV retirement age applicable at the time of retirement, but at the latest at the end of the month in the course of which the recepient dies. Art. 14 para. 5 applies accordingly in the event of the retirement pensioner's death.

#### L. Appendices to the Pension Fund Regulations

#### Appendix 1 – Terms and abbreviations

Employer The foundation company (Vifor Pharma AG) and its financially or economically closely as-

sociated companies with which the Pension Fund has concluded an affiliation agreement.

Employees who have an employment contract with an employer.

Incapacity for work

Incapacity for work is the total or partial inability to perform work that can be reasonably expected in the person's previous occupation due to an impairment of physical, mental or psychological health. If the period of incapacity for work is long, reasonable activity in an-

other profession or field of activity is also taken into account (art. 6 ATSG).

ATSG Federal Act of 6 October 2000 on General Aspects of Social Security Law

Calculation assumptions

Calculation assumptions for calculating present values. The technical interest rate and the

tions mortality tables are a calculation assumption.

BVG Federal Law of 25 June 1982 on Occupational Retirement, Survivors', and Disability Pension

Plans including implementing provisions

BVG reference age

Women born before and including 1960: Age 64 Women born in 1961: Age 64 and three months Women born in 1962: Age 64 and six months Women born in 1963: Age 64 and nine months Women born in 1964 and after: Age 65

Men: Age 65

BVG minimum Minim

Minimum interest rate for interest on the BVG retirement assets.

interest rate

BVV 2

Ordinance of 18 April 1984 on Occupational Retirement, Survivors' and Disability Pension

Plans

Registered civil partnership

The partner in a registered civil partnership according to PartG (Federal Law on Registered Civil Partnerships). The civil partner is equivalent to the spouse.

Disability to work

Disability to work is the total or partial loss of employment opportunities in the balanced labour market concerned caused by any impairment of physical, mental or psychological health and that remains after reasonable treatment and integration. For the assessment of the existence of disability to work, only the consequences of the health impairment are to be considered. Moreover, disability to work exists only if it cannot be overcome from an objective point of view (art. 7 ATSG).

Agreement on the Free Movement of Persons

**FZV** 

Agreement of 21 June 1999 between the Swiss Confederation and the European Community and its Member States concerning the Freedom of Movement

FZG Federal Law of 17 December 1993 on Vesting in Pension Plans

Ordinance of 3 October 1994 on Vesting in Pension Plans

Disability Disability is a total or partial disability to work, which is expected to last for a long time (art.

8 para. 1 ATSG).

IV Federal Disability Insurance.

Illness is any impairment of physical, mental or psychological health, which is not the result

of an accident and which requires medical examination or treatment or results in an incapacity for work. A congenital disease is defined as a disease that exists as at the date of

birth (art. 3 ATSG).

MVG Federal Law of 19 June 1992 on Military Insurance including implementing regulations

OR Federal Act on the Amendment of the Swiss Civil Code (Part Five: The Code of Obligations)

Retirement

Retirement corresponds to the end of the month in which the employment relationship is terminated, at the earliest after reaching the age of 58 and at the latest after reaching the age of 70, and entitlement to retirement benefits arises as of the following day or when the recipient of a disability pension reaches the ordinary reference age and is entitled to retirement benefits as of the following day.

Pension Fund

Vifor Pharma Pension Fund

Pension plans

The insured person can freely choose the amount of his/her savings contributions according to the contribution rates of the "Basic", "Standard" and "Plus" pension plans. If no choice is made, he is allocated to the "Standard" pension plan.

Projected interest rate

Interest rate used to extrapolate the savings capital of the insured person or pensioner up to the retirement age. The projected interest rate is not guaranteed.

RAG Federal Law of 16 December 2005 on the Recognition and Supervision of Auditors.

Pensioners Persons of any sex who receive a disability, old-age or survivor's pension.

Mortality tables The mortality tables are the actuarial bases used in financial and actuarial calculations. The mortality tables are a "calculation assumption".

Technical interest rate

The technical interest rate is the interest rate used in financial and actuarial calculations.

Accident An accident is the sudden, unintentional, damaging effect of an unusual external factor on the human body, resulting in impairment of physical, mental or psychological health or death

(art. 4 ATSG).

Underfunding Underfunding occurs if, at the balance sheet date, the required vested pension capital based

on actuarial assumptions as calculated by the occupational benefits expert in accordance with recognised principles (savings capital and actuarial reserve incl. provisions) is not covered by the plan assets available for this purpose (assets at market value less business

liabilities).

UVG Federal Law of 20 March 1981 on Accident Insurance

Insured All employees of any sex admitted to the Pension Fund.

persons

Default interest Interest rate in accordance with art. 24 para. 3 in conjunction with art. 7 FZV.

rate

WEF Federal Law of 17 December 1993 on the Use of Pension Assets for the Encouragement of

Home Ownership

WEFV Ordinance of 3 October 1994 on the Use of Pension Assets for the Encouragement of Home

Ownership

ZGB Swiss Civil Code of 10 December 1907.

### Appendix 2 - Purchase of maximum retirement benefits

	Maximur	n savings capi	tal in % of insure	ed salary
Age at	Basic	Standard		
time of	(men and	(men and	Plus	Plus
buy-in	women)	women)	(men)	(women)
25	17.5%	19.0%	22.0%	22.0%
26	35.4%	38.4%	44.4%	44.3%
27	53.6%	58.1%	67.1%	66.9%
28	72.1%	78.3%	90.2%	89.8%
29	91.1%	98.9%	113.7%	113.1%
30	110.4%	119.9%	137.5%	136.6%
31	130.1%	141.3%	161.8%	160.5%
32	150.2%	163.1%	186.4%	184.7%
33	170.7%	185.3%	211.5%	209.3%
34	191.6%	208.0%	237.0%	234.2%
35	213.0%	231.2%	262.9%	259.4%
36	234.7%	254.8%	289.2%	285.0%
37	256.9%	278.9%	315.9%	310.9%
38	279.5%	303.5%	343.1%	337.2%
39	302.6%	328.6%	370.7%	363.9%
40	326.2%	354.1%	398.8%	390.9%
41	350.2%	380.2%	427.3%	418.3%
42	374.7%	406.8%	456.3%	446.1%
43	399.7%	434.0%	485.8%	474.2%
44	425.2%	461.7%	515.8%	502.8%
45	451.2%	489.9%	546.3%	531.7%
46	477.7%	518.7%	577.2%	561.0%
47	504.8%	548.1%	608.7%	590.8%
48	532.4%	578.0%	640.7%	620.9%
49	560.5%	608.6%	673.2%	651.5%
50	589.2%	639.7%	706.2%	682.5%
51	618.5%	671.5%	739.8%	713.9%
52	648.4%	704.0%	773.9%	745.8%
53	678.9%	737.1%	808.6%	778.0%
54	709.9%	770.8%	843.9%	810.8%
55	741.6%	805.2%	879.7%	844.0%
56	774.0%	840.3%	916.1%	877.6%
57	807.0%	876.1%	953.2%	911.7%
58	840.6%	912.6%	990.8%	946.3%
59	874.9%	949.9%	1'029.0%	981.4%
60	909.9%	987.9%	1'067.9%	1'016.9%
61 62	945.6% 982.0%	1'026.7% 1'066.2%	1'107.4% 1'147.6%	1'052.9% 1'089.5%
62	982.0% 1'019.2%	1'106.2%	1'147.6%	1'126.5%
64	1'057.0%	1'147.6%	1'229.9%	1'164.1%
65	1'095.7%	1'189.6%	1'272.1%	1'202.1%

Values are interpolated exactly to the month at time of buy-in.

#### Calculation example: Buy-in max. benefit at age 51

Insured salary:		CHF 40'000
Gender:		female
Applicable pension plan:		Standard
Tabular value at age 51:		671.5%
Maximum savings capital:	6.715 * CHF 40'000 =	CHF 268'600
Existing savings capital:		CHF 200'000
Possible buy-in savings capital:	CHF 268'600 - CHF 200'000 =	CHF 68'600

### Appendix 3a - Buy-in table for early retirement, women

Women							Maxim	um possib	le addition	nal capital f	or early re	tirement i	n % of insu	ıred annua	l salary						
Age at										Age at	early retir	ement									
buy-in		64			63			62			61			60		59			58		
	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus
25	32.3%	35.1%	42.4%	66.4%	72.1%	86.9%	102.5%	111.3%	133.7%	140.7%	152.8%	182.8%	174.5%	189.4%	225.5%	209.8%	227.8%	269.7%	246.7%	267.8%	315.7%
26	33.0%	35.8%	43.0%	67.8%	73.6%	88.1%	104.6%	113.5%	135.5%	143.5%	155.8%	185.3%	178.0%	193.2%	228.6%	214.0%	232.3%	273.4%	251.6%	273.2%	320.0%
27	33.6%	36.5%	43.6%	69.1%	75.0%	89.3%	106.6%	115.8%	137.4%	146.4%	158.9%	187.9%	181.5%	197.1%	231.7%	218.3%	237.0%	277.2%	256.7%	278.7%	324.5%
28	34.3%	37.2%	44.2%	70.5%	76.5%	90.6%	108.8%	118.1%	139.3%	149.3%	162.1%	190.5%	185.2%	201.0%	234.9%	222.6%	241.7%	281.0%	261.8%	284.2%	328.9%
29	35.0%	38.0%	44.8%	71.9%	78.1%	91.8%	110.9%	120.5%	141.2%	152.3%	165.4%	193.1%	188.9%	205.1%	238.2%	227.1%	246.5%	284.9%	267.0%	289.9%	333.5%
30	35.7%	38.7%	45.4%	73.3%	79.6%	93.1%	113.2%	122.9%	143.1%	155.4%	168.7%	195.8%	192.7%	209.2%	241.5%	231.6%	251.5%	288.8%	272.4%	295.7%	338.1%
31	36.4%	39.5%	46.1%	74.8%	81.2%	94.4%	115.4%	125.3%	145.1%	158.5%	172.0%	198.5%	196.5%	213.3%	244.8%	236.3%	256.5%	292.8%	277.8%	301.6%	342.7%
32	37.1%	40.3%	46.7%	76.3%	82.8%	95.7%	117.7%	127.8%	147.1%	161.6%	175.5%	201.2%	200.4%	217.6%	248.2%	241.0%	261.6%	296.9%	283.4%	307.7%	347.5%
33	37.9%	41.1%	47.3%	77.8%	84.5%	97.0%	120.1%	130.4%	149.1%	164.9%	179.0%	204.0%	204.4%	222.0%	251.6%	245.8%	266.9%	301.0%	289.1%	313.8%	352.3%
34	38.6%	41.9%	48.0%	79.4%	86.2%	98.3%	122.5%	133.0%	151.2%	168.2%	182.6%	206.8%	208.5%	226.4%	255.1%	250.7%	272.2%	305.1%	294.8%	320.1%	357.1%
35	39.4%	42.8%	48.7%	81.0%	87.9%	99.7%	124.9%	135.7%	153.3%	171.5%	186.2%	209.7%	212.7%	230.9%	258.6%	255.7%	277.6%	309.3%	300.7%	326.5%	362.1%
36	40.2%	43.6%	49.3%	82.6%	89.7%	101.1%	127.4%	138.4%	155.4%	175.0%	190.0%	212.6%	217.0%	235.6%	262.1%	260.8%	283.2%	313.6%	306.7%	333.0%	367.1%
37	41.0%	44.5%	50.0%	84.2%	91.5%	102.5%	130.0%	141.1%	157.5%	178.5%	193.8%	215.5%	221.3%	240.3%	265.8%	266.1%	288.9%	317.9%	312.9%	339.7%	372.1%
38 39	41.8% 42.6%	45.4% 46.3%	50.7% 51.4%	85.9% 87.6%	93.3% 95.2%	103.9% 105.3%	132.6% 135.2%	144.0% 146.8%	159.7% 161.9%	182.0% 185.7%	197.6% 201.6%	218.5% 221.5%	225.7% 230.2%	245.1% 250.0%	269.4% 273.1%	271.4% 276.8%	294.6% 300.5%	322.3% 326.8%	319.1% 325.5%	346.5% 353.4%	377.3% 382.5%
40	43.5%	47.2%	51.4%	89.4%	95.2%	105.3%	135.2%	149.8%	164.2%	189.4%	201.6%	221.5%	234.8%	255.0%	275.1%	282.3%	306.5%	320.0%	332.0%	360.5%	387.7%
41	44.4%	48.2%	52.1%	91.2%	99.0%	108.2%	140.7%	152.8%	166.4%	193.2%	209.7%	227.6%	239.5%	260.1%	280.7%	288.0%	312.7%	335.8%	338.7%	367.7%	393.1%
42	45.2%	49.1%	53.6%	93.0%	101.0%	109.7%	143.5%	155.8%	168.7%	197.0%	213.9%	230.8%	244.3%	265.3%	284.6%	293.8%	318.9%	340.5%	345.4%	375.1%	398.5%
43	46.1%	50.1%	54.3%	94.9%	103.0%	111.2%	146.4%	158.9%	171.0%	201.0%	218.2%	234.0%	249.2%	270.6%	288.5%	299.6%	325.3%	345.2%	352.4%	382.6%	404.0%
44	47.1%	51.1%	55.0%	96.8%	105.1%	112.8%	149.3%	162.1%	173.4%	205.0%	222.6%	237.2%	254.2%	276.0%	292.5%	305.6%	331.8%	349.9%	359.4%	390.2%	409.6%
45	48.0%	52.1%	55.8%	98.7%	107.2%	114.3%	152.3%	165.4%	175.8%	209.1%	227.0%	240.5%	259.3%	281.5%	296.6%	311.7%	338.5%	354.8%	366.6%	398.0%	415.2%
46	49.0%	53.2%	56.6%	100.7%	109.3%	115.9%	155.4%	168.7%	178.2%	213.3%	231.6%	243.8%	264.5%	287.1%	300.7%	318.0%	345.2%	359.7%	373.9%	406.0%	421.0%
47	50.0%	54.2%	57.4%	102.7%	111.5%	117.5%	158.5%	172.0%	180.7%	217.5%	236.2%	247.2%	269.8%	292.9%	304.8%	324.3%	352.1%	364.6%	381.4%	414.1%	426.8%
48	51.0%	55.3%	58.2%	104.7%	113.7%	119.1%	161.6%	175.5%	183.2%	221.9%	240.9%	250.6%	275.2%	298.7%	309.0%	330.8%	359.2%	369.7%	389.0%	422.4%	432.7%
49	52.0%	56.4%	59.0%	106.8%	116.0%	120.8%	164.9%	179.0%	185.7%	226.3%	245.7%	254.0%	280.7%	304.7%	313.3%	337.4%	366.4%	374.8%	396.8%	430.8%	438.6%
50	53.0%	57.6%	59.8%	109.0%	118.3%	122.4%	168.2%	182.6%	188.3%	230.9%	250.6%	257.5%	286.3%	310.8%	317.6%	344.2%	373.7%	379.9%	404.7%	439.4%	444.7%
51	54.1%	58.7%	60.6%	111.2%	120.7%	124.1%	171.5%	186.2%	190.9%	235.5%	255.7%	261.1%	292.0%	317.0%	322.0%	351.1%	381.2%	385.2%	412.8%	448.2%	450.8%
52	55.2%	59.9%	61.4%	113.4%	123.1%	125.8%	175.0%	190.0%	193.5%	240.2%	260.8%	264.7%	297.8%	323.4%	326.4%	358.1%	388.8%	390.5%	421.1%	457.2%	457.1%
53	56.3%	61.1%	62.3%	115.6%	125.6%	127.6%	178.5%	193.8%	196.2%	245.0%	266.0%	268.3%	303.8%	329.8%	330.9%	365.2%	396.6%	395.9%	429.5%	466.3%	463.4%
54	57.4%	62.3%	63.1%	118.0%	128.1%	129.3%	182.0%	197.6%	198.9%	249.9%	271.3%	272.0%	309.9%	336.4%	335.5%	372.5%	404.5%	401.3%	438.1%	475.7%	469.8%
55	58.5%	63.5%	64.0%	120.3%	130.6%	131.1%	185.7%	201.6%	201.6%	254.9%	276.7%	275.8%	316.1%	343.2%	340.1%	380.0%	412.6%	406.9%	446.9%	485.2%	476.2%
56 57	59.7% 60.9%	64.8% 66.1%	64.9% 65.8%	122.7% 125.2%	133.2% 135.9%	132.9% 134.8%	189.4% 193.2%	205.6% 209.7%	204.4% 207.2%	260.0% 265.2%	282.3% 287.9%	279.6% 283.5%	322.4% 328.8%	350.0% 357.0%	344.8% 349.6%	387.6% 395.4%	420.8% 429.2%	412.5% 418.2%	455.8% 464.9%	494.9% 504.8%	482.8% 489.5%
58	62.1%	67.4%	66.7%	125.2%	135.9%	134.6%	193.2%	213.9%	210.1%	270.5%	293.7%	287.4%	325.6%	364.2%	354.4%	403.3%	429.2%	418.2%	474.2%	514.9%	496.2%
59	63.4%	68.8%	67.6%	130.2%	141.4%	138.5%	201.0%	213.9%	210.1%	275.9%	299.5%	291.3%	342.1%	371.4%	359.3%	411.3%	446.6%	424.0%	4/4.270	314.5%	450.276
60	64.6%	70.2%	68.5%	132.8%	144.2%	140.4%	205.0%	222.6%	215.0%	281.4%	305.5%	295.4%	349.0%	371.4%	364.2%	+111.370	140.076	123.070			
61	65.9%	71.6%	69.5%	135.5%	147.1%	142.4%	209.1%	227.0%	218.9%	287.0%	311.6%	299.4%	343.076	310.370	307.270						
62	67.2%	73.0%	70.5%	138.2%	150.1%	144.3%	213.3%	231.6%	221.9%	201.070	311.070	200.470									
63	68.6%	74.5%	71.4%	141.0%	153.1%	146.3%	2.0.070	20													
64	69.9%	75.9%	72.4%																		

Values are interpolated exactly to the month at time of buy-in.

Calculation example: Buy-in early retirement at age 51

## Appendix 3b – Purchase of early retirement, men

	Maximum possible additional capital for early retirement in % of insured annual salary										or early re	tirement i	n % of insu	ıred annua	l salary						
Men	Age at early retirement																				
Age at buy-in	64 63 62 61 60 59 58																				
buy-iii	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus	Basic		Plus	Basic	Standard	Plus	Basic	Standard	Plus	Basic	Standard	Plus
25	33.2%	36.0%	42.8%	62.7%	68.0%	80.4%	93.4%	101.4%	119.5%	125.6%	Standard 136.3%	160.2%	159.1%	172.8%	202.5%	194.2%	210.9%	246.7%	231.0%	250.8%	292.7%
26	33.9%	36.8%	43.5%	63.9%	69.4%	81.7%	95.3%	103.5%	121.5%	128.1%	139.0%	162.8%	162.3%	176.2%	205.9%	198.1%	215.1%	250.7%	235.6%	255.8%	297.5%
27	34.5%	37.5%	44.2%	65.2%	70.8%	83.1%	97.2%	105.5%	123.5%	130.6%	141.8%	165.5%	165.5%	179.7%	209.2%	202.1%	219.4%	254.8%	240.3%	260.9%	302.3%
28	35.2%	38.2%	44.9%	66.5%	72.2%	84.5%	99.1%	107.6%	125.5%	133.2%	144.7%	168.2%	168.9%	183.3%	212.7%	206.1%	223.8%	259.0%	245.1%	266.1%	307.3%
29	35.9%	39.0%	45.7%	67.8%	73.6%	85.8%	101.1%	109.8%	127.6%	135.9%	147.5%	171.0%	172.2%	187.0%	216.2%	210.2%	228.3%	263.2%	250.0%	271.4%	312.3%
30	36.6%	39.8%	46.4%	69.2%	75.1%	87.2%	103.2%	112.0%	129.7%	138.6%	150.5%	173.8%	175.7%	190.7%	219.7%	214.4%	232.8%	267.6%	255.0%	276.9%	317.5%
31	37.4%	40.6%	47.2%	70.6%	76.6%	88.7%	105.2%	114.2%	131.8%	141.4%	153.5%	176.6%	179.2%	194.6%	223.3%	218.7%	237.5%	271.9%	260.1%	282.4%	322.7%
32	38.1%	41.4%	48.0%	72.0%	78.2%	90.1%	107.3%	116.5%	133.9%	144.2%	156.6%	179.5%	182.8%	198.4%	227.0%	223.1%	242.2%	276.4%	265.3%	288.1%	328.0%
33	38.9%	42.2%	48.7%	73.4%	79.7%	91.6%	109.5%	118.9%	136.1%	147.1%	159.7%	182.5%	186.4%	202.4%	230.7%	227.6%	247.1%	280.9%	270.6%	293.8%	333.3%
34	39.7%	43.1%	49.5%	74.9%	81.3%	93.1%	111.7%	121.2%	138.4%	150.0%	162.9%	185.5%	190.2%	206.5%	234.5%	232.1%	252.0%	285.5%	276.0%	299.7%	338.8%
35	40.5%	43.9%	50.4%	76.4%	82.9%	94.6%	113.9%	123.7%	140.6%	153.0%	166.2%	188.5%	194.0%	210.6%	238.3%	236.8%	257.1%	290.2%	281.6%	305.7%	344.4%
36 37	41.3%	44.8%	51.2%	77.9% 79.5%	84.6%	96.2% 97.8%	116.2% 118.5%	126.1% 128.6%	143.0%	156.1%	169.5% 172.9%	191.6% 194.7%	197.8%	214.8%	242.2% 246.2%	241.5%	262.2% 267.4%	295.0%	287.2% 292.9%	311.8%	350.0% 355.7%
38	42.1% 42.9%	45.7% 46.6%	52.0% 52.9%	81.1%	86.3% 88.0%	97.6%	120.9%	131.2%	145.3% 147.7%	159.2% 162.4%	176.3%	194.7%	201.8% 205.8%	219.1% 223.5%	250.2%	246.3% 251.3%	272.8%	299.8% 304.7%	292.9%	318.0% 324.4%	361.6%
39	43.8%	47.5%	53.7%	82.7%	89.8%	101.0%	123.3%	133.8%	150.1%	165.7%	179.9%	201.2%	210.0%	227.9%	254.4%	256.3%	278.2%	309.7%	304.8%	330.9%	367.5%
40	44.7%	48.5%	54.6%	84.3%	91.6%	102.7%	125.7%	136.5%	152.6%	169.0%	183.5%	204.5%	214.2%	232.5%	258.5%	261.4%	283.8%	314.8%	310.9%	337.5%	373.5%
41	45.6%	49.5%	55.5%	86.0%	93.4%	104.3%	128.3%	139.3%	155.1%	172.4%	187.1%	207.8%	218.4%	237.2%	262.8%	266.6%	289.5%	320.0%	317.1%	344.3%	379.7%
42	46.5%	50.5%	56.4%	87.8%	95.3%	106.0%	130.8%	142.0%	157.6%	175.8%	190.9%	211.2%	222.8%	241.9%	267.1%	272.0%	295.3%	325.2%	323.4%	351.1%	385.9%
43	47.4%	51.5%	57.4%	89.5%	97.2%	107.8%	133.4%	144.9%	160.2%	179.3%	194.7%	214.7%	227.3%	246.7%	271.5%	277.4%	301.2%	330.6%	329.9%	358.2%	392.2%
44	48.3%	52.5%	58.3%	91.3%	99.1%	109.6%	136.1%	147.8%	162.8%	182.9%	198.6%	218.2%	231.8%	251.7%	275.9%	283.0%	307.2%	336.0%	336.5%	365.3%	398.7%
45	49.3%	53.5%	59.3%	93.1%	101.1%	111.4%	138.8%	150.7%	165.5%	186.6%	202.6%	221.8%	236.4%	256.7%	280.4%	288.6%	313.3%	341.5%	343.2%	372.6%	405.2%
46	50.3%	54.6%	60.2%	95.0%	103.1%	113.2%	141.6%	153.7%	168.2%	190.3%	206.6%	225.4%	241.2%	261.8%	285.0%	294.4%	319.6%	347.1%	350.1%	380.1%	411.8%
47	51.3%	55.7%	61.2%	96.9%	105.2%	115.0%	144.4%	156.8%	171.0%	194.1%	210.7%	229.1%	246.0%	267.1%	289.7%	300.3%	326.0%	352.8%	357.1%	387.7%	418.6%
48 49	52.3% 53.4%	56.8% 58.0%	62.2% 63.2%	98.8% 100.8%	107.3% 109.4%	116.9% 118.8%	147.3%	160.0% 163.2%	173.8% 176.6%	198.0%	215.0% 219.2%	232.9%	250.9%	272.4% 277.9%	294.5%	306.3%	332.5%	358.6%	364.2% 371.5%	395.4% 403.4%	425.5%
50	54.4%	59.1%	64.3%	100.8%	111.6%	120.8%	150.3% 153.3%	166.4%	179.5%	201.9% 206.0%	219.2%	236.7% 240.6%	255.9% 261.0%	283.4%	299.3% 304.2%	312.4% 318.6%	339.2% 346.0%	364.5% 370.4%	378.9%	411.4%	432.4% 439.5%
51	55.5%	60.3%	65.3%	104.9%	113.9%	122.8%	156.3%	169.7%	182.5%	210.1%	228.1%	244.5%	266.3%	289.1%	309.2%	325.0%	352.9%	376.5%	386.5%	419.7%	446.7%
52	56.6%	61.5%	66.4%	107.0%	116.1%	124.8%	159.5%	173.1%	185.5%	214.3%	232.7%	248.6%	271.6%	294.9%	314.3%	331.5%	359.9%	382.7%	394.3%	428.0%	454.1%
53	57.8%	62.7%	67.5%	109.1%	118.5%	126.8%	162.7%	176.6%	188.5%	218.6%	237.3%	252.6%	277.0%	300.8%	319.4%	338.2%	367.1%	389.0%	402.1%	436.6%	461.5%
54	58.9%	64.0%	68.6%	111.3%	120.8%	128.9%	165.9%	180.1%	191.6%	223.0%	242.1%	256.8%	282.6%	306.8%	324.6%	344.9%	374.5%	395.3%	410.2%	445.3%	469.1%
55	60.1%	65.3%	69.7%	113.5%	123.2%	131.0%	169.2%	183.7%	194.7%	227.4%	246.9%	261.0%	288.2%	312.9%	330.0%	351.8%	382.0%	401.8%	418.4%	454.2%	476.8%
56	61.3%	66.6%	70.9%	115.8%	125.7%	133.2%	172.6%	187.4%	197.9%	232.0%	251.8%	265.3%	294.0%	319.2%	335.4%	358.9%	389.6%	408.4%	426.8%	463.3%	484.6%
57	62.5%	67.9%	72.0%	118.1%	128.2%	135.4%	176.1%	191.2%	201.2%	236.6%	256.9%	269.6%	299.9%	325.6%	340.9%	366.0%	397.4%	415.1%	435.3%	472.6%	492.5%
58	63.8%	69.3%	73.2%	120.5%	130.8%	137.6%	179.6%	195.0%	204.5%	241.3%	262.0%	274.0%	305.9%	332.1%	346.5%	373.3%	405.3%	421.9%	444.0%	482.0%	500.6%
59	65.1%	70.6%	74.4%	122.9%	133.4%	139.8%	183.2%	198.9%	207.8%	246.2%	267.3%	278.5%	312.0%	338.7%	352.2%	380.8%	413.5%	428.8%			
60 61	66.4% 67.7%	72.1% 73.5%	75.6%	125.3% 127.8%	136.1% 138.8%	142.1% 144.5%	186.8%	202.9% 206.9%	211.2% 214.7%	251.1% 256.1%	272.6% 278.1%	283.1%	318.2%	345.5%	357.9%						
62	69.1%	75.0%	76.9% 78.1%	127.8%	141.6%	144.5%	190.6% 194.4%	211.1%	214.7%	230.1%	210.176	287.7%									
63	70.4%	76.5%	79.4%	133.0%	144.4%	149.2%	134.4/0	211.170	210.276												
64	71.8%	78.0%	80.7%	700.076	777.770	740.270															

Values are interpolated exactly to the month at time of buy-in.

Calculation example: Buy-in early retirement at age 51

Insured annual salary:		CHF	40'000
Desired retirement age:			Age 61
Tabular value at age 51: (plan "Standard")			228.1%
Maximum additional capital for early retirement:	2.281 * CHF 40'000 =	CHF	91'240
Existing additional capital for early retirement:		CHF	50'000
Possible buy-in early additional capital for early retirement:	CHF 91'240 - CHF 50'000 =	CHF	41'240

### Appendix 4a – Buy-in AHV bridging pension, women

Women born in 1964 or after

Age women	Maximum	additional capi	tal for AHV bri	dging pension	ı in % of annua	l maximum AH	V pension
-			Chos	en retiremen	t age		
	64	63	62	61	60	59	58
25	61.3%	123.3%	186.1%	249.6%	314.0%	379.2%	445.2%
26	62.0%	124.8%	188.4%	252.8%	317.9%	383.9%	450.8%
27	62.8%	126.4%	190.7%	255.9%	321.9%	388.7%	456.4%
28	63.6%	128.0%	193.1%	259.1%	325.9%	393.6%	462.1%
29	64.4%	129.6%	195.5%	262.4%	330.0%	398.5%	467.9%
30	65.2%	131.2%	198.0%	265.6%	334.1%	403.5%	473.7%
31	66.0%	132.8%	200.5%	269.0%	338.3%	408.5%	479.6%
32	66.8%	134.5%	203.0%	272.3%	342.5%	413.6%	485.6%
33	67.7%	136.2%	205.5%	275.7%	346.8%	418.8%	491.7%
34	68.5%	137.9%	208.1%	279.2%	351.2%	424.1%	497.9%
35	69.4%	139.6%	210.7%	282.7%	355.6%	429.4%	504.1%
36	70.2%	141.3%	213.3%	286.2%	360.0%	434.7%	510.4%
37	71.1%	143.1%	216.0%	289.8%	364.5%	440.2%	516.8%
38	72.0%	144.9%	218.7%	293.4%	369.1%	445.7%	523.2%
39	72.9%	146.7%	221.4%	297.1%	373.7%	451.2%	529.8%
40	73.8%	148.5%	224.2%	300.8%	378.3%	456.9%	536.4%
41	74.7%	150.4%	227.0%	304.5%	383.1%	462.6%	543.1%
42	75.7%	152.3%	229.8%	308.3%	387.9%	468.4%	549.9%
43	76.6%	154.2%	232.7%	312.2%	392.7%	474.2%	556.7%
44	77.6%	156.1%	235.6%	316.1%	397.6%	480.1%	563.7%
45	78.5%	158.0%	238.5%	320.1%	402.6%	486.1%	570.8%
46	79.5%	160.0%	241.5%	324.1%	407.6%	492.2%	577.9%
47	80.5%	162.0%	244.5%	328.1%	412.7%	498.4%	585.1%
48	81.5%	164.0%	247.6%	332.2%	417.9%	504.6%	592.4%
49	82.5%	166.1%	250.7%	336.4%	423.1%	510.9%	599.8%
50	83.6%	168.2%	253.8%	340.6%	428.4%	517.3%	607.3%
51	84.6%	170.3%	257.0%	344.8%	433.7%	523.8%	614.9%
52	85.7%	172.4%	260.2%	349.1%	439.2%	530.3%	622.6%
53	86.7%	174.6%	263.5%	353.5%	444.6%	536.9%	630.4%
54	87.8%	176.7%	266.8%	357.9%	450.2%	543.7%	638.3%
55	88.9%	178.9%	270.1%	362.4%	455.8%	550.4%	646.2%
56	90.0%	181.2%	273.5%	366.9%	461.5%	557.3%	654.3%
57	91.2%	183.4%	276.9%	371.5%	467.3%	564.3%	662.5%
58	92.3%	185.7%	280.4%	376.1%	473.1%	571.3%	670.8%
59	93.4%	188.1%	283.9%	380.9%	479.1%	578.5%	
60	94.6%	190.4%	287.4%	385.6%	485.0%		
61	95.8%	192.8%	291.0%	390.4%			
62	97.0%	195.2%	294.6%			1	
63	98.2%	197.6%				1	
64	99.4%						

Values are interpolated exactly to the month at time of buy-in.

#### Calculation example: Buy-in AHV bridging pension at age 51

Max. AHV pension:		CHF	29'400
Desired retirement age:			Age 61
Tabular value at age 51:			344.8%
Maximum additional capital for AHV bridging pension:	3.448 * CHF 29'400 =	CHF	101'370
Existing additional capital for AHV bridging pension:		CHF	20'000
Possible buy-in additional capital for AHV bridging pension:	CHF 101'370 - CHF 20'000 =	CHF	81'370

#### Women born in 1963

Age women		Maximum additional capital for AHV bridging pension in % of annual maximum AHV pension									
	Chosen retirement age										
	63.75	62.75	61.75	61.00							
60.00	94.6%	190.4%	287.4%	362.0%							
61.00	95.8%	192.8%	291.0%	366.5%							
61.75	97.0%	195.2%	294.6%								
62.75	98.2%	197.6%									
63.75	99.4%										

Values are interpolated exactly to the month at time of buy-in.

#### Women born in 1962

Age women	bridging	Maximum additional capital for AHV bridging pension in % of annual maximum AHV pension									
	Chosen retirement age										
	63.50	62.50	62.00								
61.0	95.8%	192.8%	243.1%								
62.0	97.0%	195.2%	246.1%								
62.5	98.2%	197.6%									
63.5	99.4%										

Values are interpolated exactly to the month at time of buy-in.

#### Women born before and including 1961

Age women	Maximum additional capital for AHV bridging pension in % of annual maximum AHV pension									
	Chosen retirement age									
	63.25	63.00								
62.00	97.0%	122.5%								
63.00	98.2%	124.0%								
63.25	99.4%									

Values are interpolated exactly to the month at time of buy-in.

### Appendix 4b – Buy-in AHV bridging pension, men

Age men	Maximum	additional capi	tal for AHV bri	dging pension	in % of annua	l maximum AH	V pension
			Chos	sen retiremen	t age		
	64	63	62	61	60	59	58
25	61.3%	123.3%	186.1%	249.6%	314.0%	379.2%	445.2%
26	62.0%	124.8%	188.4%	252.8%	317.9%	383.9%	450.8%
27	62.8%	126.4%	190.7%	255.9%	321.9%	388.7%	456.4%
28	63.6%	128.0%	193.1%	259.1%	325.9%	393.6%	462.1%
29	64.4%	129.6%	195.5%	262.4%	330.0%	398.5%	467.9%
30	65.2%	131.2%	198.0%	265.6%	334.1%	403.5%	473.7%
31	66.0%	132.8%	200.5%	269.0%	338.3%	408.5%	479.6%
32	66.8%	134.5%	203.0%	272.3%	342.5%	413.6%	485.6%
33	67.7%	136.2%	205.5%	275.7%	346.8%	418.8%	491.7%
34	68.5%	137.9%	208.1%	279.2%	351.2%	424.1%	497.9%
35	69.4%	139.6%	210.7%	282.7%	355.6%	429.4%	504.1%
36	70.2%	141.3%	213.3%	286.2%	360.0%	434.7%	510.4%
37	71.1%	143.1%	216.0%	289.8%	364.5%	440.2%	516.8%
38	72.0%	144.9%	218.7%	293.4%	369.1%	445.7%	523.2%
39	72.9%	146.7%	221.4%	297.1%	373.7%	451.2%	529.8%
40	73.8%	148.5%	224.2%	300.8%	378.3%	456.9%	536.4%
41	74.7%	150.4%	227.0%	304.5%	383.1%	462.6%	543.1%
42	75.7%	152.3%	229.8%	308.3%	387.9%	468.4%	549.9%
43	76.6%	154.2%	232.7%	312.2%	392.7%	474.2%	556.7%
44	77.6%	156.1%	235.6%	316.1%	397.6%	480.1%	563.7%
45	78.5%	158.0%	238.5%	320.1%	402.6%	486.1%	570.8%
46	79.5%	160.0%	241.5%	324.1%	407.6%	492.2%	577.9%
47	80.5%	162.0%	244.5%	328.1%	412.7%	498.4%	585.1%
48	81.5%	164.0%	247.6%	332.2%	417.9%	504.6%	592.4%
49	82.5%	166.1%	250.7%	336.4%	423.1%	510.9%	599.8%
50	83.6%	168.2%	253.8%	340.6%	428.4%	517.3%	607.3%
51	84.6%	170.3%	257.0%	344.8%	433.7%	523.8%	614.9%
52	85.7%	172.4%	260.2%	349.1%	439.2%	530.3%	622.6%
53	86.7%	174.6%	263.5%	353.5%	444.6%	536.9%	630.4%
54	87.8%	176.7%	266.8%	357.9%	450.2%	543.7%	638.3%
55	88.9%	178.9%	270.1%	362.4%	455.8%	550.4%	646.2%
56	90.0%	181.2%	273.5%	366.9%	461.5%	557.3%	654.3%
57	91.2%	183.4%	276.9%	371.5%	467.3%	564.3%	662.5%
58	92.3%	185.7%	280.4%	376.1%	473.1%	571.3%	670.8%
59	93.4%	188.1%	283.9%	380.9%	479.1%	578.5%	
60	94.6%	190.4%	287.4%	385.6%	485.0%		
61	95.8%	192.8%	291.0%	390.4%			
62	97.0%	195.2%	294.6%				
63	98.2%	197.6%					
64	99.4%				1	1	

Values are interpolated exactly to the month at time of buy-in

#### Calculation example: Buy-in AHV bridging pension at age 51

Max. AHV pension:		CHF	29'400
Desired retirement age:			Age 61
Tabular value at age 51:			344.8%
Maximum additional capital for AHV bridging pension:	3.448 * CHF 29'400 =	CHF	101'370
Existing additional capital for AHV bridging pension:		CHF	20'000
Possible buy-in additional capital for AHV bridging pension:	CHF 101'370 - CHF 20'000 =	CHF	81'370

#### Appendix 5 – Financing of AHV bridging pension pursuant to art. 14

Technical interest rate used in accordance with the Pension Fund's calculation assumptions.

Costs for one Swiss franc of AHV bridging pension (as a reduction of the savings capital available at retirement):

Age	Men	Women
58	6.708	6.708
59	5.785	5.785
60	4.850	4.850
61	3.904	3.904
62	2.946	2.946
63	1.976	1.976
64	0.994	0.994

Values are interpolated on a monthly basis at the time of effective retirement.

#### **Examples of calculation: Drawing AHV bridging pension for 2 years**

Gender: Male Age at retirement: 63

Duration of the AHV bridging pension 2 years

Amount of the AHV bridging pension CHF 20,000

Factor according to table: 1.976

Reduction of savings capital: CHF 39,520 (= CHF 20,000 \* 1.976)

Appendix 6 – Conversion rates valid for transitional generation pursuant to art. 44

Men	Year of Birth				
Age	1955 and older	1956	1957	1958	1959
61					5.60%
62				5.75%	4.95%
63			5.85%	5.25%	5.05%
64		6.00%	5.58%	5.37%	5.16%
65	6.15%	5.94%	5.73%	5.52%	5.31%
66	6.30%	6.09%	5.88%	5.67%	5.46%
67	6.45%	6.24%	6.03%	5.82%	5.61%
68	6.60%	6.39%	6.18%	5.97%	5.76%
69	6.80%	6.58%	6.36%	6.14%	5.92%
70	7.00%	6.78%	6.56%	6.34%	6.12%

Women	Year of Birth				
Age	1956 and older	1957	1958	1959	1960
60					5.80%
61				5.95%	5.03%
62			6.10%	5.41%	5.18%
63		6.25%	5.79%	5.56%	5.33%
64	6.40%	6.17%	5.94%	5.71%	5.48%
65	6.55%	6.32%	6.09%	5.86%	5.63%
66	6.75%	6.51%	6.27%	6.03%	5.79%
67	6.95%	6.71%	6.47%	6.23%	5.99%
68	7.15%	6.91%	6.67%	6.43%	6.19%
69	7.40%	7.15%	6.90%	6.65%	6.40%
70	7.65%	7.40%	7.15%	6.90%	6.65%

The conversion rates are interpolated on a monthly basis at the time of effective retirement.

# Appendix 7 – Conversion rates for new entrants from 1 January 2020 or retirement of cohorts without transitional arrangements pursuant to art. 44

Age	Men	Women
58	4.35%	4.50%
59	4.45%	4.60%
60	4.55%	4.70%
61	4.65%	4.80%
62	4.75%	4.95%
63	4.85%	5.10%
64	4.95%	5.25%
65	5.10%	5.40%
66	5.25%	5.55%
67	5.40%	5.75%
68	5.55%	5.95%
69	5.70%	6.15%
70	5.90%	6.40%

The conversion rates are interpolated on a monthly basis at the time of effective retirement.

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