INTEGRAL

Pension fund regulations

January 2024

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I. General provisions and terms

Art. 1 Name and purpose

1 Under the name "Integral Foundation for Occupational Benefits", hereinafter referred to as the Foundation, there is an occupational benefit institution with its registered office in Chur. Its purpose is to protect the employees of institutions or companies as well as self-employed persons with whom the Foundation has concluded a written affiliation contract, as well as their relatives and survivors, against the economic consequences of old age, death and disability.

2 The rights and obligations of the beneficiaries are governed by these regulations.

3 The Foundation is entered in the register for occupational benefit plans pursuant to Art. 48 BVG/LPP and is affiliated to the guarantee fund pursuant to Art. 57 BVG/LPP.

Art. 2 Affiliation contract

1 The Foundation shall maintain a pension fund for each affiliated company (employer), hereinafter referred to as the company.

2 The rights and obligations of the affiliated companies shall be governed by the affiliation contracts, the organisation regulations and the cost regulations. Any written agreements to the contrary and statutory provisions shall remain reserved.

3 Separate accounts shall be kept for each affiliation, as far as this is necessary for the control of compliance with the legal provisions as well as for the disclosure of any special assets.

4 Special assets without a declaration of renounced use, such as employer contribution reserves, free funds, contribution accounts, etc., are only used for the pension fund in question and its insured persons.

Art. 3 Relation to the BVG/LPP and statutory minimum benefits

1 The Foundation provides the minimum benefits prescribed by the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG/LPP) within the framework of the compulsory pension plan.

2 It may provide sub-mandatory and/or super-mandatory benefits within the framework of the statutory provisions and the principles of occupational pension provision.

3 The BVG/LPP minimum benefits apply to statutory benefits whose conditions, scope and amount are not described in more detail in the pension fund regulations.

Art. 4 Pension plan

1 For each affiliated pension fund, one or, depending on its size, several pension plans are drawn up, in which, among other things, the details of the admission conditions, the salary definitions, the insured benefits and the scope of cover are described.

2 Plans to select are permissible within the framework of the legal provisions.

Art. 5 Liability

1 The Foundation declines liability for all consequences arising from the breach of obligations by the companies and the insured persons.

2 It reserves the right to assert claims for the damage it has suffered as a result and to reclaim any benefit wrongly provided.

Art. 6 Insured persons; Conditions of admission

1 Subject to para. 3, all employees of the companies who meet the admission requirements described in the respective pension plan shall be insured in the Foundation.

2 Persons who are partially disabled when they enter into the pension fund relationship with the Foundation shall only be insured for the part corresponding to the degree of earning capacity.

3 Not be insured:

- Employees who have not yet reached the age of 17;
- Employees who have already reached or exceeded the regular regulatory reference age;
- Employees with an employment contract limited to a maximum of three months. If the employment relationship is extended beyond the three-month period, admission to the pension fund relationship shall take place at the time the extension is agreed;
- Employees with several successive employments with the same employer whose total duration of employment does not exceed three months. If the total duration of employment exceeds three months, admission to the pension scheme shall take place from the beginning of the fourth month of employment;
- Employees who work part-time and are already compulsorily insured for a full-time gainful activity, provided they apply for exemption from enrolment in the Foundation;

– Employees who do not work or are not expected to work permanently in Switzerland and are sufficiently insured abroad, provided they apply for exemption from enrolment in the Foundation;

– Newly to be insured persons who are at least 70 percent disabled within the meaning of the IV/AI;

– New persons to be insured who draw an AHV/AVS retirement pension.

4 Persons who are not considered employees of the affiliated employers are not insured, even if they were once insured with the Foundation.

5 Insured persons who also perform work for companies that are not affiliated to the Foundation may take out additional insurance cover for these employment relationships, if they are not subject to the compulsory occupational benefit scheme.

6 Self-employed persons without staff cannot take out voluntary insurance, even if they were once insured by the Foundation.

7 Self-employed persons with their own staff may voluntarily take out insurance with the pension fund and in the pension plan of their staff, namely in the compulsory and/or non-compulsory or supplementary area. The applicable regulatory provisions shall apply to them mutatis mutandis.

8 Persons who have reached the age of 55 and whose employment relationship has been terminated by the employer or by the conclusion of a termination agreement may continue to be insured provided they register in writing with the Foundation for voluntary continued insurance in accordance with Art. 47a BVG/LPP within 3 months of the termination of the pension relationship.

Art. 7 Commencement of the pension fund relationship

1 The pension fund relationship begins on the day on which the insured person starts work or should have started work based on the employment relationship, at the latest at the time when he/she sets off for work and/or on the day on which the admission conditions according to the pension plan are fulfilled.

2 In the case of voluntary continued insurance pursuant to Art. 47a BVG/LPP, continued insurance begins on the day after the insured person's employment relationship ends.

Art. 8 End of the pension fund relationship

1 The pension fund relationship ends because of death, termination of the employment relationship or omission of the conditions of admission of the pension plan, if and as far as no entitlement to disability or retirement pensions exists or commences.

2 In the event of partial disability, the pension fund relationship shall end to the extent of the remaining earning capacity, if and as far as the employment relationship has been terminated or the admission conditions are no longer fulfilled.

3 For the risks of death and disability, the insured person remains insured at the level of the minimum BVG/LPP benefits for a maximum of one month after the termination of the pension fund relationship. If the insured person enters a new pension fund relationship before this, the new pension fund shall be responsible.

4 Persons with voluntary continued insurance pursuant to Art. 47a BVG/LPP may terminate their continued insurance at the end of any month by giving 30 days' notice. In the event of outstanding contributions, the Foundation may terminate the continued insurance subject to the same termination provisions.

5 Voluntary continued insurance in accordance with Art. 47a BVG/LPP also ends

- if the insured person joins a new occupational benefits institution and more than two-thirds of the termination payments can be built into the new pension scheme;
- if the insured person is entitled to a full DI pension;
- if the insured person reaches the normal reference age;
- if the insured person dies.

Art. 9 Health examination; limitation of insurance cover

1 The person to be insured must undergo a health examination at the request of the Foundation or its authorised reinsurer.

2 The Foundation may request further evidence or order a confidential medical examination at its own expense.

3 If the examination shows that there is an increased risk, the Foundation may declare an exclusion on medicals grounds for the risk benefits within three months of becoming aware of the health risk.

4 However, the exclusion for employed persons lasts for a maximum of five years, calculated from the beginning of the pension fund relationship.

5 However, the exclusion for self-employed persons lasts for a maximum of three years, calculated from the beginning of the pension fund relationship.

6 If a risk benefit event occurs during the period of the exclusion and if this is wholly or partly attributable to the reserved cause, the insured risk benefits shall be limited to the minimum BVG/LPP risk benefits.

7 This restriction applies until the termination of the benefit obligation resulting from this risk benefit case, i.e. beyond the duration of the exclusion on medicals grounds.

[8] No exclusion on medicals grounds shall be imposed on the pension benefits acquired with the vested termination benefit transferred, unless such an exclusion already existed in the previous pension fund. For this exclusion, the duration of the exclusion that has already expired in the previous pension fund shall be considered.

[9] The minimum BVG/LPP risk benefits may not be subject to any exclusion.

[10] If a risk benefit case occurs before completion of the health examination, the Foundation is entitled to limit any risk benefits arising from illnesses or consequences of accidents from which the insured person was already suffering before commencing employment or to which he is susceptible as a result of previous ailments, as well as for existing ailments and infirmities, to the minimum BVG/LPP risk benefits. The obligation of another pension fund to pay benefits remains reserved.

[11] If the insured person is not fully capable of working at the start of the insurance cover and the related cause leads to disability or an increase in the degree of disability or to death, there is no entitlement to benefits under these regulations. If applicable, another pension fund is liable to pay benefits.

[12] If the person to be insured has incorrectly disclosed or concealed a material fact of risk of which he/she was aware or should have been aware, the Foundation shall be entitled to terminate the non-compulsory benefits retroactively by means of a written declaration. The termination must be exercised within four weeks of knowledge of the breach of the duty of disclosure.

[13] In the event of a significant increase in the previously insured risk benefits, the Foundation may order a health examination for these additional benefits. Any exclusion begins to run from the time of the increase in benefits. In all other respects, the above provisions shall apply mutatis mutandis.

Art. 10 Salary definitions; change of the degree of employment

[1] The annual reference salary corresponds to the annual salary of the insured person that is subject to AHV/AVS contributions as notified by the company to the Foundation.

[2] In the event of partial earning capacity of the person to be insured, the annual salary earned to the extent of the earning capacity shall be decisive.

[3] Occasional salary components such as bonuses, length-of-service awards, gratuities, severance pay, overtime compensation, etc. shall not be counted.

[4] Bonus payments and/or gratuities can only be added to the reference salary if there is a written entitlement to these salary components and they are paid regularly, annually recurring and the pension plan provides for it. The amount must be reported in advance and, in cases where it cannot be determined in advance, corresponds to the average or the presumed average of the past 3 years.

5 The annual reference salary is determined for the whole year. In the event of entry during the year, it shall be converted to one year.

6 In the case of fluctuating income, the annual reference salary is calculated on the basis of the last annual salary or the average annual salary customary in the industry if no empirical values are known.

7 If the annual reference salary is temporarily reduced due to illness, accident, maternity, short-time work or similar reasons, the previous annual salary shall continue to apply as long as the employer continues to pay the salary or another salary replacement payment (daily allowance insurance, unemployment insurance, etc.) covers at least 80% of the salary loss.

8 The basis for calculating the retirement savings capital is the insured savings salary.

9 The basis for calculating the risk benefits before the ordinary reference age is the insured risk salary.

10 The basis for calculating the risk and cost contributions is the insured risk salary.

11 The amount of the salaries is defined in the pension plan and is calculated at the beginning of the pension fund relationship (Art. 7) and recalculated on 1 January each year. Changes in salaries during the year are taken into account upon prior notification during the year.

12 The maximum insurable salary is determined in accordance with Art. 79c BVG/LPP.

13 If an insured person becomes at least 40 per cent disabled, the pension is divided into an active (valid) and a passive (disabled) part according to the degree of disability. For the active part, the annual salaries are determined analogously in accordance with paragraphs 1 to 9. For the passive part, the annual salaries determined at the onset of the disability shall remain decisive.

14 For persons who are partially disabled within the meaning of the IV/AI, the limits specified in the pension plan are reduced accordingly on the basis of the graduated degree of disability.

15 The reference salary and the insured salary of all persons to be insured may not exceed the income subject to AHV/AVS contributions. In the case of self-employed persons, the AHV/AVS salary reported to the AHV/AVS compensation Fund shall apply at the most.

16 For insured persons who continue to be insured voluntarily in accordance with Art. 47a BVG/LPP, the insured salary corresponds to the relevant insured salary immediately prior to the continued insurance. The insured person may request that a lower salary than the previous one be insured for the entire pension benefits or only for retirement planning.

17 For insured persons who continue to be insured voluntarily in accordance with Art. 47a BVG/LPP, the insured salary is only adjusted in the following cases:

- in the event of a change in the statutory limits (Art. 8 BVG/LPP), the insured salary is recalculated;
- when entitlement to a partial disability pension begins or changes, the reference salary is adjusted on the basis of the DI degree and the statutory limits in accordance with Art. 4 OPP 2 and the insured salary is then recalculated;
- in the event of partial retirement, the reference salary and the statutory limits (Art. 8 BVG/LPP) are reduced in proportion to the reduction in retirement savings capital and the insured salary is recalculated.

Art. 11 Salary reduction at pre-retirement age

1 Insured persons who reduce their salary by up to a maximum of 50% from the age of 58 may apply for continued old-age pension insurance on the basis of the previously insured annual salary, provided that the reduction is not associated with an insured event or vested benefits case.

2 The continued insurance of the previously insured annual salary is possible up to the regular reference age at the latest. It shall also cease if the insured person suffers an insured event or vested benefits occur before reaching the ordinary reference age or if the salary is reduced by more than 50 percent of the original salary.

3 The savings contributions are levied on the basis of the insured annual salary before the reduction occurs. The savings contributions on the reduced insured salary are to be paid by the employer and the insured person in accordance with the pension plan. The savings contributions on the difference between the previously insured salary and the reduced insured salary are generally to be paid in full by the insured person, unless the employer agrees to pay his part as before.

4 The purchase into the target retirement savings capital pursuant to Art. 24 is possible on the basis of the previously insured salary.

5 The risk benefits and contributions are calculated according to the extent of the continued insurance. The contributions shall be levied in accordance with para. 3.

Art. 12 Interruption of work

1 If the employment relationship is suspended due to a period of training abroad or for other reasons (unpaid leave, etc.), at the request of the insured person and with the consent of the company, the pension fund relationship with the Foundation may be maintained for a period to be agreed, up to a maximum of 12 months, provided that the insured person is no longer subject to the mandatory coverage.

2 Based on the previous salary, only the following pension benefits can continue to be insured:

– Saving and risk or
– only risk.

3 During this period, the Foundation shall be entitled to the full regulatory contributions corresponding to the extent of the continuation of the insured pension benefits. In the event of continuation, the company shall remain liable to pay the contributions to the Foundation.

4 In the case of insured persons who temporarily cease their gainful employment for seasonal reasons, the pension fund relationship shall be interrupted until any resumption of gainful employment. They are not insured during the interruption. The termination payment due shall remain in the Foundation until re-entry.

5 If there is no re-entry within 9 months, the termination payment shall be paid.

Art. 13 Definition of age; Reference age

1 The age relevant for determining the amount of contributions and retirement credits corresponds to the difference between the current calendar year and the year of birth of the insured person. For the assessment of benefits, the age is determined to the month.

2 The ordinary reference age corresponds to the AHV/AVS reference age.

3 Early retirement is possible from the age of 58 within the framework of the statutory provisions, provided that gainful employment is permanently abandoned in whole or in part (partial retirement).

4 Deferred retirement is possible until the age of 70 or at the latest within the framework of the statutory provisions.

5 Retirement takes place on the last day of a month.

6 The entitlement to retirement benefits arises on the first day of the month following retirement.

Art. 14 Duty to provide information and notification

1 The Foundation, companies, insured persons and beneficiaries are obliged to provide all information and evidence necessary for the processing of the insurance relationships, in particular in the case of registration for insurance, occurrence of incapacity to work, death, change of marital status (incl. registered partnership), an advance withdrawal or a pledge within the scope of encouragement of home ownership and support obligations (marriage, death, divorce, etc.).

2 Companies must report cases of incapacity for work no later than two weeks after they occur. If this notification is not made or is made late, the Foundation shall be entitled to claim damages resulting from this breach of duty.

3 If information on the state of health is not provided or is provided incorrectly when registering for insurance, the Foundation has the right, within 90 days of becoming aware of the false declaration, to withdraw from the extra-mandatory pension coverage retroactively as of the start of the insurance and to refuse all extra-mandatory benefits.

4 Pensioners must provide proof of life at the request of the Foundation and at their own expense.

5 Disabled persons may be required to produce a certificate from a doctor recognised by the Foundation at the Foundation's expense.

6 Recipients of children's or orphans' pensions who claim a pension entitlement beyond the age of 18 must provide, at their own expense, an annual confirmation from the training institute on the type and duration of the training.

7 Erroneous persons shall be liable for damages resulting from a breach of these duties.

8 Appropriate compensation may be requested for extraordinary expenses incurred by the Foundation.

Art. 15 Data protection

When handling the personal data of insured persons, the Foundation is required to comply with the legal provisions (Art. 85a to 87 BVG/LPP and FADP).

Art. 16 Data exchange and administrative processing

1 The exchange of data and the handling of administrative work between the Foundation and the companies as well as the provision of information to the companies shall be carried out electronically as far as possible, in particular via the online platform operated by the Foundation.

2 The exchange of data and the processing of insured person-specific work between the Foundation and the insured persons, in particular the delivery of the pension certificate, as well as the provision of information to the insured persons shall be carried out electronically as far as possible, in particular via the Foundation's insured person app.

3 The Foundation may stipulate fees in the cost regulations for paper processing at the request of the companies or the insured persons.

Art. 17 Voluntary continued insurance in accordance with Art. 47a BVG/LPP

[1] Insured persons who take out voluntary continued insurance in accordance with Art. 47a BVG/LPP may decide whether they wish to continue the entire previous pension benefits or only the risk provisioning in accordance with the previous pension plan.

[2] Rights and obligations arising from this pension fund relationship correspond to those of ordinary pension fund relationships, unless the regulations provide for special provisions.

[3] Voluntarily continued insured persons have the same rights as persons insured in the same collective on the basis of an existing employment relationship, in particular with regard to interest, the conversion rate, the distribution of free funds and payments by the former employer or a third party.

II. Funding

Art. 18 Obligation to contribute

1 The obligation to pay contributions for the company and the insured person arises at the beginning of the pension fund relationship (Art. 7).

2 The obligation to pay contributions ends

- with the termination of the pension fund relationship (Art. 8),
- with the start and to the extent of a retirement pension, at the latest on reaching the latest retirement age.

3 The waiting period for the waiver of contributions in the event of incapacity for work is 3 months. The pension plan may provide for a different regulation.

4 The contributions are settled on a daily basis.

5 The obligation to pay contributions ends with the end of continued insurance for those who continue to be insured voluntarily in accordance with Art. 47a BVG/LPP.

Art. 19 Contributions

1 The Foundation levies savings contributions, risk and cost contributions and, if required, recovery contributions. With the exception of the recovery contributions, the type and amount of the contributions are defined in the pension plan.

2 Retirement planning is financed with savings contributions that serve as retirement credits.

3 The contributions for risk benefits, inflation compensation, longevity, etc. are based on the amount of insured benefits, gender and age of the insured persons. The Foundation may use a graduated tariff according to industries and/or experience, take into account the claims history and, if necessary, levy premium surcharges, depending on the benefits scheme.

4 Together with the risk contributions, the Foundation levies cost contributions which cover the ordinary administrative services of the affiliated pension fund and also include the statutory levies (e.g. LOB Guarantee Fund). The risk and cost contributions can be adjusted at the beginning of a new calendar year to reflect changed circumstances (such as risk experience, new risk benefits and costs, etc.).

5 Risk and cost contributions serve solely to cover the risks of death and disability, administration and statutory charges. They are not taken into account for the calculation of the termination payment when the obligation to contribute ends (Art. 15 ff. FLVPP).

[6] Recovery contributions serve to reorganise the Foundation in the event of underfunding. These contributions are not taken into account for the calculation of the termination payment.

[7] In the event of a underfunding (Art. 44 BVV 2/OPP 2), the Foundation may levy recovery contributions from companies, employees and pensioners in accordance with the statutory provisions.

[8] In the event of deferred retirement, reduced risk contributions and continued savings and cost contributions must be paid.

[9] The contributions are deducted monthly from the insured person's salary or salary replacement by the company and transferred to the Foundation together with the company's contributions.

[10] The contributions of the companies shall be at least equal to the sum of the contributions of its insured persons.

[11] The Foundation may levy separate cost contributions for special expenses on the basis of cost regulations.

[12] Pursuant to Art. 47a BVG/LPP, those who voluntarily continue to be insured owe the Foundation the full contributions. The amount of the contributions is determined by the extent of the continuation of the previous pension benefits. The contribution rates correspond to those of the pension plan to which the insured person was related immediately before the start of continued insurance.

Art. 20 Transfer-in at entry; purchase and supplementary financing

[1] Newly insured persons must contribute all vested termination benefits from previous pension and vested benefits institutions to the Foundation, up to a maximum of the regulatory target retirement savings capital.

[2] Further vested termination benefits can also be paid into the Foundation or transferred to a vested benefits institution.

[3] Missing retirement savings capitals, due to insufficient transfers-in at entry or salary increases, can be refinanced within the framework of the legal provisions, provided and insofar as no insured event or non-contributory incapacity to work has occurred.

[4] A purchase into the regulatory insurance benefits can only be made once any earlier withdrawal (without interest) for the encouragement of home ownership under the BVG/LPP has been repaid in full.

[5] The calculation of the possible purchase amount is based on the actuarial principles of the Foundation. The calculation basis can be found in the pension plan.

[6] After a purchase into the second pillar, the resulting benefits (incl. any interest) may not be drawn in capital form within the following three years.

[7] The pension benefits of the insured persons can be improved within the framework of the legal provisions by means of one-off or recurring contributions from the company as well as from free funds of the affiliated pension fund or the Foundation.

[8] Tax law provisions remain reserved.

[9] The insured person must clarify any tax consequences that may arise from purchases or additional financing. The Foundation excludes any liability for undesirable tax consequences arising from purchases and subsequent financing.

Art. 21 Interest rates

[1] The interest rate for the interest on the regulatory retirement assets is determined annually by the Foundation Board according to the financial possibilities. If there is no underfunding within the meaning of Art. 44 BVV 2/OPP 2, it should not fall below the minimum BVG/LPP interest rate set by the Federal Council.

[2] The interest rate for interest on BVG/LPP retirement assets corresponds to the minimum BVG/LPP interest rate set by the Federal Council, subject to Art. 65d para. 4 BVG/LPP.

[3] The principles and process for the annual interest credit are:

a) The Foundation Board determines the interest rate (basic interest) for a financial year. After the expected year-end result is available, the Foundation Board may decide on an additional interest rate for the past financial year. Insured persons who have left the Foundation in the financial year in question are not entitled to an additional interest payment.

b) Any interest on the employer contribution reserves (ECR) for the past financial year shall be determined by the Board of Trustees once the anticipated year-end result is available. Affiliated pension funds that left the Foundation in the financial year in question are not entitled to interest.

c) Any interest on the affiliated pension funds' free assets for the past financial year shall be determined by the Foundation Board once the anticipated year-end result is available. Affiliated pension funds that left the Foundation in the financial year in question are not entitled to interest.

III. Benefits

Art. 22 Overview of the benefits

The Foundation provides the following benefits:

Retirement benefits

- Retirement pension (Art. 23)
- Lump-sum settlement (Art. 27)
- AHV/AVS bridging pension (Art. 28)
- Pensioner's child pension (Art. 29)

Death benefits

- Partner pension (Art. 31)
- Life partner pension (Art. 32)
- Pension of divorced spouses or registered ex-partners (Art. 33)
- Orphan's pension (Art. 34)
- Lump sum death benefit before retirement (Art. 35)
- Lump-sum death benefit after retirement (Art. 36)

Disability benefits

- Disability pension (Art. 37)
- Child's pensions for disabled members (Art. 38)
- Contribution waiver (Art. 39)

A. Retirement planning

Art. 23 Retirement credits and retirement savings capital

1 An individual pension account is maintained for each insured person who fulfils the requirements according to the affiliated pension plan.

2 The retirement savings account will be credited:

- The vested termination benefits brought in from previous pension fund relationships,
- the retirement credits,
- One-off voluntary contributions from repayment of early withdrawals, purchases of insured benefits, divorce or dissolution of registered partnerships, additional credits, distribution of free assets, etc. as well as
- Interest.

The sum of these amounts is the retirement savings capital.

3 The retirement savings capital is reduced by:

– Withdrawals for encouragement of home ownership and

– Payments due to divorce or dissolution of registered partnerships.

4 The amount of the retirement credits is specified in the pension plan.

5 The total interest is calculated on the balance of the retirement savings account at the end of the previous year or from the time of the voluntary contribution and credited to the retirement savings account at the end of the calendar year. No interest is paid on the retirement credits of the current year.

6 If a vested termination benefit or other contribution is made, the interest shall be calculated in arrears, pro rata temporis, in the year in question.

7 If an insured event occurs or the insured person leaves the pension fund relationship during the year, there is only an entitlement to the basic interest pursuant to Art. 20 para. 3 lit. a. The interest shall be calculated in arrears, pro rata temporis, in the year in question.

8 In the case of affiliated pension funds with different, selectable retirement credits (optional plans), it is possible to change the benefits scheme annually on 1 January. The change of plan must be reported by 31 January of the relevant year at the latest.

Art. 24 Retirement pension

1 Upon reaching the ordinary reference age, the insured person is entitled to a lifelong retirement pension, even if the gainful employment is not or only partially given up.

2 Upon reaching the earliest possible retirement age, the insured person shall be entitled to a lifelong retirement pension if he/she definitively gives up gainful employment in whole or in part.

3 Claims to benefits at the time of retirement cannot be deferred.

4 In the event of partial cessation of gainful employment, the retirement or the extent of the retirement pension shall correspond to the cessation of gainful employment as a percentage. Art. 11 remains reserved.

5 The retirement pension is equal to the retirement savings capital acquired at retirement multiplied by the conversion rate set out in the Annex corresponding to the effective retirement age.

Art. 25 Target retirement savings capital and purchase

1 The target retirement savings capital correspond to the retirement savings capital with a full contribution period plus the maximum interest permitted under tax law.

2 The amount of the target retirement savings capital or the maximum possible purchase is specified in the pension plan.

3 The purchase into the target retirement savings capital is only possible if any withdrawals for the encouragement of home ownership have been repaid or the repayment of the early withdrawal is no longer permissible and the tax law requirements are met.

4 The vested benefits assets not paid in despite the obligation and the Pillar 3a assets exceeding a certain statutory amount (in the case of former self-employed persons without a 2nd pillar) are taken into account within the framework of the statutory requirements when calculating the maximum possible purchase amount.

5 The purchase regulations pursuant to Art. 60b BVV 2/OPP 2 remain reserved for new residents from abroad.

6 Tax law provisions remain reserved.

7 The insured person must clarify any tax consequences that may arise from purchases or additional financing. The Foundation excludes any liability for undesirable tax consequences arising from purchases and subsequent financing.

Art. 26 Early retirement; buy-out of pension reduction; partial retirement

1 The retirement pension in the event of early retirement corresponds to the retirement savings capital acquired up to that point multiplied by the conversion rate specified in the Annex for the effective retirement age.

2 Partial retirement with corresponding cessation of gainful employment must be at least 20 per cent of the retirement benefits. An increase in retirement can take place in the following calendar year at the earliest. It must amount to at least 15 percent. It can only be claimed once per calendar year and a maximum of three times in total.

3 Tax law provisions remain reserved.

4 The difference between the retirement pension in the event of early retirement and that at ordinary reference age can be bought out in full or in part by means of one-off contributions or recurring contributions.

5 If an insured person does not retire at the purchased time, the retirement benefit may not be more than 5 percent above the maximum purchasable target retirement pension of the ordinary reference age. If the insured person has acquired

this maximum, the accumulation of the pension account by means of savings contributions is suspended. The obligation to make savings contributions shall be resumed on the first day of the month in which the insured retirement benefit reaches or falls below the statutory maximum limit.

6 If an insured person becomes disabled within the meaning of the regulations after taking early partial retirement, he/she is entitled to disability benefits from the Foundation within the scope of the gainful employment that continues to be insured.

Art. 27 Deferred retirement

1 If, in agreement with the employer, an insured person continues to work in full or in part beyond the ordinary reference age and no or no partial retirement pension is claimed, the insured person may continue the retirement planning in accordance with the benefits scheme or on a non-contributory basis.

2 In the event of partial cessation of employment after reaching the ordinary reference age, retirement corresponding to the partial cessation of employment shall be mandatory and the insured retirement benefits shall become due to this extent.

3 The retirement pension in the event of deferred retirement corresponds to the retirement savings capital acquired up to the time of deferred retirement multiplied by the conversion rate specified in the Annex for the effective retirement age.

4 If disability within the meaning of the regulations occurs after reaching the normal reference age, there is no entitlement to disability benefits from the Foundation, but the insured retirement benefit becomes due.

Art. 28 Lump-sum settlement

1 Upon retirement, the insured person may withdraw at least 25% of the retirement savings capital acquired at the time of retirement. Any further lump-sum settlement shall be defined in the benefits scheme.

2 In the case of partial retirement, the maximum possible lump-sum capital withdrawal corresponds to the cessation of employment in percent.

3 A lump-sum capital withdrawal leads to a corresponding reduction in the retirement pension and the co-insured benefits.

4 If the insured person wishes to claim a lump-sum settlement, he/she must submit a written declaration to the Foundation at least 3 months before the effective retirement date. In the event of late applications, there is no legal entitlement to a lump-sum settlement. The request for a lump-sum settlement may be withdrawn until retirement.

5 If the insured person is married or in a registered partnership, the declaration is only valid if the spouse or the registered partner has agreed in writing with an officially certified signature at the earliest 2 months before the requested lump-sum withdrawal date. The written consent at the office under presentation of an official identification document is equivalent to the official certification.

6 Pursuant to Art. 47a BVG/LPP, those who continue to be insured voluntarily cannot request a lump-sum settlement and must draw their retirement benefits in the form of a pension if they have continued their voluntary insurance for more than two years.

Art. 29 AHV/AVS bridging pension

1 Insured persons who retire early and do not yet receive an AHV/AVS retirement pension may claim an AHV/AVS bridging pension paid by the Foundation.

2 The AHV/AVS bridging pension is only granted insofar as it has been pre-financed by the employer and/or the insured person.

3 The amount of the AHV/AVS bridging pension is defined in the pension plan and may not exceed the applicable maximum simple AHV/AVS pension at retirement.

4 The current bridging pensions are neither adjusted for inflation nor taken into account in the payment of any voluntary supplementary pensions of the Foundation.

5 Pension payments are made until the insured person reaches AHV/AVS reference age, at the longest until the death of the insured person or until the start of payment of a pension by the AHV/AVS-IV/AI.

Art. 30 Pensioner's child pension

1 Recipients of a retirement pension are entitled to a pensioner's child pension for each child who could claim an orphan's pension under the regulations upon their death.

2 The pensioner's child pension is paid from the same point in time as the retirement pension. It ceases when the underlying retirement pension ceases, but at the latest when the entitlement to the regulatory orphan's pension would cease.

3 The retired person's child pension is equal to 20% of the retirement pension.

B. Risk provisioning

Art. 31 General requirements for death benefits

1 Entitlement to death benefits exists if the insured person

- was insured at the time of death or at the onset of the incapacity for work, the cause of which led to the death; or

- was at least 20 per cent but less than 40 per cent incapacitated for work as a result of a birth defect when taking up gainful employment and was insured for at least 40 per cent when the incapacity for work, the cause of which led to death, increased; or
- became disabled as a minor and was therefore at least 20 per cent but less than 40 per cent incapacitated for work when taking up gainful employment and was insured for at least 40 per cent when the incapacity for work, the cause of which led to death, increased; or
- received a retirement or disability pension from the Foundation at the time of death.

2 The entitlement to death benefits shall be deferred until the end of the salary supplement in accordance with Art. 338 CO.

Art. 32 Partner pension

1 The spouse or registered partner of a deceased insured person is entitled to a partner's pension, provided that he or she

- has to pay for the maintenance of at least one child, or
- is older than 45 years and the marriage or registered partnership has lasted at least five years.

2 The pension plan may provide for so-called extended coverage, i.e. unconditional pension entitlement.

3 If the spouse or registered partner does not meet any of these requirements, he/she is entitled to a one-off lump-sum payment amounting to three partners' annual pensions. The entitlement to any lump-sum death benefit remains reserved.

4 Entitlement to a partner's pension begins with the month for which the deceased insured person's salary or salary replacement payment or pension ceases to be paid for the first time.

5 The entitlement to a partner's pension expires upon marriage, entry into a civil partnership giving rise to a pension, entry into a registered partnership or upon the death of the surviving spouse or the surviving registered partner.

6 If the surviving partner is more than 10 years younger than the deceased insured person, the partner's pension shall be reduced by 1 percent of the full partner's pension for each full year exceeding this age difference.

7 The partner's pension is also reduced, and if necessary additionally, if the insured person marries or registers the partnership after the age of 65, to:

- 80% upon marriage or registration during the 66th year of age;
- 60% upon marriage or registration during the 67th year of age;

– 40% upon marriage or registration during the 68th year of age;

– 20% on marriage or registration during the 69th year of age;

– 0% if married or registered after the age of 69.

8 Only the statutory minimum benefits are paid if the insured person was over the normal reference age at the time of marriage or registration and the illness that led to the death was already present at the time of marriage or registration and must have been known to the insured person.

9 The amount of the partner pension is defined in the pension plan.

10 The entitlement to the partner's pension pursuant to the BVG/LPP is preserved in any case.

Art. 33 Life partner pension

1 Under the mutatis mutandis same conditions and reduction provisions for the partner pension, the partner designated by the insured person (of a different or the same sex) is entitled to a survivor's pension in the amount of the partner pension or to a one-off settlement, provided that

– the insured person and the beneficiary are unmarried and there are no legal reasons (Art. 94 ff Civil Code), with the exception of same-sex status, against the two of them marrying, and

– the life partner does not receive a survivor benefit from the insured person, and

– the living partnership has either demonstrably existed for an uninterrupted period of at least five years as a stable and exclusive relationship between two persons immediately prior to the death of the insured person, or

– the life partner must provide for the maintenance of at least one child living in the joint household.

2 The entitlement only exists if the insured person has submitted a declaration to the Foundation during his or her lifetime in which his or her entitled life partner is named.

3 The insured person or the beneficiary must provide the documents required for the clarification.

4 The person receiving a life partner's pension loses the entitlement in the event of his or her marriage, entry into a registered partnership, entry into a new life partnership or death.

Art. 34 Pension of divorced spouses or registered ex-partners

1 The divorced spouse or registered ex-partner of a deceased insured person is entitled to a regulatory partner's pension, provided that

– he/she was awarded a pension or a lump-sum settlement for a life annuity in the divorce decree or dissolution decree,
– the marriage or registered partnership has lasted at least 10 years and
– he/she is either responsible for the maintenance of one or more children or has reached the age of 45.

2 If only the first two conditions are met, the divorced spouse or registered ex-partner is entitled to a one-time settlement equal to three times the corresponding partner's annual pension.

Art. 35 Orphan's pension

1 The children or children assimilated to them in accordance with the Swiss Civil Code of a deceased insured person are entitled to an orphan's pension.

2 Foster children and stepchildren are treated the same as children, provided that the deceased insured person was also responsible for their maintenance.

3 The entitlement arises upon the death of the insured person, but not before the end of full continued salary payment or after the expiry of the entitlement to a disability pension, if the insured person dies before drawing a retirement pension. It expires upon the death of the orphan or upon the orphans reaching the age of 18.

4 Orphans' pensions are also paid out after the age of 18

– to children who are still in education,
– to disabled children who are fully disabled within the meaning of the IV/AI on reaching the age of 18, until they acquire the capacity to work,

but at the latest until the age of 25.

5 The amount of the orphan's pension is defined in the pension plan.

Art. 36 Lump sum death benefit before retirement

1 If an insured person dies before drawing a retirement or disability pension, a lump-sum death benefit is payable, provided and to the extent that the existing retirement savings capital is not required to finance survivors' benefits.

2 The purchases paid into the Foundation by the insured person in accordance with Art. 24 and 25 without interest are not taken into account in the calculation of the cash value, provided they are not related to the risk benefits. These are paid out as a separate lump-sum death benefit.

3 Purchases made with a previous pension fund and paid in full as part of the vested termination benefits upon entry into the Foundation shall also be credited in an analogous manner to the separate lump-sum death benefit, provided that these are documented by the insured person or the entitled survivor by means of tax certificates or confirmations from the former pension fund.

4 An additional lump-sum death benefit can be insured in the pension plan.

5 Irrespective of the right of inheritance, the survivors are entitled to claim in the following order of priority:

a) The spouse or registered partner as well as the children of the deceased person who are entitled to an orphan's pension. If they do not exist,

b) other natural persons who have been substantially supported by the insured person or the person who has lived with him/her continuously for the last five years until his/her death or who is responsible for the maintenance of one or more joint children. If they do not exist,

c) the children of the insured person who are not entitled to an orphan's pension, if these are not present the parents or if these are not present the siblings.

6 Foster children and stepchildren are treated the same as children under Art. 252 of the Swiss Civil Code if the deceased insured person was responsible for their maintenance.

7 The beneficiaries designated under para. 5 lit. a - c are entitled to the entire lump-sum death benefit.

8 The lump-sum death benefit shall be paid out within the group entitled to it in accordance with the ranking order in para. 5 on the basis of the written beneficiary declaration of the insured person. In the absence of such a declaration, the lump-sum death benefit shall be divided equally if there are several entitled persons per group.

9 If there are no entitled persons pursuant to para. 5, no lump-sum death benefit shall be paid out.

Art. 37 Lump-sum death benefit after retirement

1 If an insured person dies, a lump-sum death benefit becomes payable after retirement.

2 The amount of the lump-sum death benefit corresponds to the purchase benefits used for the retirement pension calculation without interest or, at a minimum, to ten times the current annual retirement pension. The pension payments made to date and the actuarial reserve required to provide survivors' benefits are deducted from the lump-sum death benefit.

3 The insured person must provide proof of purchase benefits prior to entering into the pension fund relationship with the Foundation by means of a tax certificate or confirmation from the former pension fund by retirement at the latest.

4 Irrespective of the right of inheritance, the survivors are entitled to claim in the following order of priority:

a) The spouse or registered partner and the children of the deceased insured person who are entitled to an orphan's pension. If they do not exist,

b) other natural persons who have been substantially supported by the insured person or the person who has lived with him/her continuously for the last five years until his/her death or who is responsible for the maintenance of one or more joint children. If they do not exist,

c) the children of the insured person who are not entitled to an orphan's pension, if these are not present the parents or if these are not present the siblings.

5 Foster children and stepchildren are treated the same as children under Art. 252 of the Swiss Civil Code if the deceased insured person was responsible for their maintenance.

6 The beneficiaries designated under para. 4 lit. a - c are entitled to the entire lump-sum death benefit.

7 The lump-sum death benefit shall be paid within the group entitled to it in accordance with the ranking order of para. 4 on the basis of the insured person's beneficiary declaration. In the absence of such a declaration, the lump-sum death benefit shall be divided equally if there are several entitled persons per group.

8 If there are no entitled persons pursuant to para. 4, no lump-sum death benefit shall be paid out.

Art. 38 Disability pension

1 Insured persons are entitled to a disability pension,

- who are at least 40 percent disabled within the meaning of the IV/AI, provided they were insured with the Foundation at the onset of the incapacity for work whose cause led to the disability;
- were at least 20 percent but less than 40 percent incapacitated for work as a result of a birth defect when they took up gainful employment and were insured for at least 40 percent when the incapacity for work, the cause of which led to disability, increased;
- became disabled as a minor and were therefore at least 20 percent but less than 40 percent incapacitated for work when they took up gainful employment and were insured when the incapacity for work, the cause of which led to disability, increased to at least 40 percent.

2 The insured person is entitled to the following disability pension according to the degree of disability:

- DI degree at least 70%: Full disability pension;
- DI degree of 50-69%: Disability pension according to DI degree;
- DI degree of 40-49%: Graduation of the disability pension from 25 to 47.5%.

3 DI pension entitlements that arose before 1 January 2022 are still awarded in accordance with the old law.

4 Entitlement to a disability pension begins with the entitlement to an IV/AI pension, at the latest after the end of salary or salary replacement payments of any kind.

5 The entitlement to a disability pension expires when the disability ceases, the insured person reaches ordinary reference age or dies.

6 The calculation of the disability pension is based on the insured annual salary at the onset of the incapacity for work giving rise to the benefit.

7 Changes in the degree of disability entail a review and, if necessary, an adjustment of the entitlement to benefits.

8 The amount of the annual disability pension is defined in the pension plan.

9 The Foundation may decide on the existence and degree of disability in the non-compulsory area on the basis of its own assessment in deviation from the DI/AI.

Art. 39 Child's pensions for disabled members

1 Recipients of a disability pension are entitled to a child's pensions for each child who could claim an orphan's pension under the regulations upon their death.

2 The child's pensions for disabled members is paid from the same date as the disability pension.

3 It expires when the underlying disability pension ceases, but at the latest when the entitlement to the regulatory orphan's pension would cease.

4 The amount of the annual child's pensions for disabled members is defined in the pension plan.

Art. 40 Contribution waiver

1 Insured persons who are incapable of working and recipients of disability pensions are entitled to a non-contributory continuation of the risk and retirement provision after expiry of the waiting period specified in the benefit plan.

2 The exemption from contributions is based on the degree of disability or the degree of incapacity for work.

3 The entitlement lapses in whole or in part if the incapacity to work or the entitlement to a disability pension from the Foundation lapses in whole or in part as a result of reactivation, the IV/AI discontinues its benefits or the insured person reaches the ordinary reference age or dies.

4 Under the same conditions and to the same extent, the employer concerned is also exempt from the obligation to pay contributions.

[5] The salary relevant for the incapacity for work may not be changed from the beginning of the incapacity for work until the end of the exemption from contributions.

IV. Benefit provision

Art. 41 Relationship of the Foundation's benefits to other insurances

1 If the survivors' and disability benefits paid by the Foundation together with benefits of the same type and purpose paid to the person entitled to benefits as a result of the harmful event exceed

- pensions or capital benefits with their pension conversion value,
- domestic and foreign social security, pension and vested benefits institutions,
- severance payments and similar benefits,
- Non-life insurance to which the employer has paid at least 50 per cent of the premiums,

an income of more than 90 percent of the insured person's qualifying annual salary at the time the insured event occurs, the Foundation's benefits shall be reduced by the excess amount.

2 The income of the surviving spouse or the surviving registered partner or the surviving civil partner and the orphans are added together.

3 The continued or reasonably attainable income from gainful employment or replacement income of a disabled person, supplementary pensions for spouses or registered partners as well as children's and orphans' pensions from the AHV/AVS-/IV/AI are fully taken into account. Compensation for helplessness, compensation benefits and similar benefits are not taken into account. This does not apply to so-called supplementary income earned during participation in reintegration measures pursuant to Art. 8a IVG/LAI.

4 The determination of the reasonably achievable income from gainful employment or replacement income is based on the disability income according to the IV/AI or SUVA decision.

5 Special circumstances, such as cost of living, helplessness, etc., are taken into account appropriately.

6 The calculation of the Foundation's benefits is based on the date of disability or death. In the event of an increase, reduction or discontinuation of an eligible third-party benefit, the regulatory benefits shall be recalculated.

7 In cases of hardship and in the event of progressive costs of living, the Foundation may mitigate the reduction if the affiliated pension fund has corresponding provisions or free funds.

8 The Foundation is not obliged to compensate for benefit refusals or reductions by accident insurance or military insurance if they have made the benefit refusals or reductions in accordance with the Federal Acts on the General Part of Social Insurance Law (ATSG/LPGA), on accident insurance (UVG/LAA) or on military insurance (MVG/LAM).

Art. 42 Shortening

The Foundation may reduce its benefits to the corresponding extent if the AHV/AVS-IV/AI, the accident insurance, the military insurance or a foreign social insurer reduces, withdraws or refuses a benefit, inter alia, because the beneficiaries have caused the death or disability through serious fault and/or have breached their duty to mitigate loss.or have violated the duty to mitigate damages and/or have resisted a rehabilitation measure by the IV/AI.

Art. 43 Entry into entitlement to benefits

Within the scope of its obligation to pay benefits, the Foundation shall assume the claims of beneficiaries against liable third parties.

Art. 44 Refund

1 Unlawfully received benefits from the Foundation must be refunded.

2 The benefits can be offset against any remaining benefit entitlements.

Art. 45 Cost-of-living adjustment of pensions

1 Any adjustment of current pensions to cost-of-living is reviewed annually by the Foundation Board.

2 The pensions can only be fully or partially adjusted to cost-of-living if there are surplus shares from the risk insurance or if the financial possibilities of the Foundation allow it.

3 The adjustment of BVG/LPP survivors' and disability pensions is carried out in accordance with the statutory provisions.

Art. 46 Disbursement

1 Subject to Art. 89c BVG/LPP, the Foundation shall in principle only fulfil its obligations in Switzerland. Any costs and risks for the transfer of benefits abroad as well as currency risks shall be borne by the recipient of the transfer. Payment shall be made in Swiss francs.

2 Payments are basically made to the beneficiaries personally.

3 Pensions are paid in monthly instalments rounded up to the nearest whole franc. Payments are due at the end of the month.

4 The pension amount of the month in which the pension entitlement ceases is paid in full.

5 As a rule, lump-sum benefits are paid in one amount. From the due date, the BVG/LPP minimum interest rate applicable at that time is owed on the lump-sum benefit.

6 If, at the time the pension is drawn, the annual retirement pension or the disability pension payable in the event of full disability is less than 10 percent, the partner's pension less than 6 percent and a child's pension less than 2 percent of the minimum AHV/AVS retirement pension (individual pension), the Foundation may pay the existing termination payment instead of the retirement pension or the pension capitalised in accordance with actuarial principles instead of the other pensions as a one-off benefit.

V. Termination payment

Art. 47 Maturity of the termination payment

[1] If the pension fund relationship is terminated before the occurrence of an insured event without benefits becoming due in accordance with these regulations, the insured person shall leave the Foundation on the expiry of the last day of the employment relationship or on the cessation of the acceptance conditions in accordance with the pension plan and the termination payment shall become due.

[2] From the first day after leaving the Foundation, the termination payment shall bear interest in accordance with Art. 15 para. 2 BVG/LPP.

[3] Interest on arrears pursuant to Art. 26 para. 2 FZG/LFPL is only payable if the termination payment due is not transferred within 30 days of receipt of the necessary information.

[4] After reaching the earliest possible retirement age, there is no entitlement to the termination payment, but early retirement takes place unless the insured person joins another employee benefit institution or the intended resumption of new gainful employment is credibly demonstrated (e.g. registration with the unemployment insurance). In the event of partial continuation of gainful employment, partial retirement shall take place and, if applicable, a termination payment shall be due to the extent of the gainful employment.

Art. 48 Amount of the termination payment

[1] The termination payment is calculated in accordance with Art. 15, 17 and 18 FZG/LFPL. The termination payment corresponds to the higher amount resulting from the comparison of the following calculation methods.

[2] *Calculation type 1* (retirement savings capital, Art. 15 and 18 FZG/LFPL):
The termination payment corresponds to the regulatory retirement savings capital acquired on the termination date.

[3] *Calculation type 2* (minimum amount, Art. 17 FZG/LFPL):
The termination payment corresponds to the sum of:

– Contributed transfers-in at entry and purchase amounts with interest. The interest rate corresponds to the BVG/LPP minimum interest rate, as well as
– the savings contributions made by the insured person with BVG/LPP interest, plus a supplement of 4 per cent per year of age from contribution age 20, but not exceeding 100 per cent.

[4] Unless the company has agreed otherwise with the insured person, purchase amounts paid by the employer shall be deducted from the termination payment upon termination. The deduction shall be reduced by one tenth of the amount paid each contribution year. The unused part falls to the employer contribution reserve of the employer concerned.

Art. 49 Use of the termination payment

1 The termination payment shall be transferred to the new occupational benefits institution in favour of the insured person who has left.

2 Insured persons who do not join a new occupational benefits institution must inform the Foundation whether they wish to receive the termination payment.

- to open a vested benefits account or
- for the establishment of a vested benefits policy.

3 If the insured person fails to notify the Fund of the use of his or her termination payment, the termination payment, including interest, shall be transferred to the substitute Pension Fund after six months at the earliest, but no later than two years, calculated from the date of the vested termination benefits case.

4 At the request of the withdrawing insured person, the termination payment shall be paid out in cash if

- he/she leaves Switzerland for good;
- he/she takes up self-employment and is no longer subject to the compulsory occupational benefit scheme;
- the termination payment is less than the annual contribution of the insured person.

5 The Agreement on the Free Movement of Persons with the EU and various bilateral agreements, including with EFTA, remain reserved.

6 In the case of insured persons domiciled abroad who claim a cash payment as a result of leaving Switzerland permanently, the termination payment to which they are entitled will be paid out after they have left Switzerland or asserted their claim, provided that at the time of payment they are still domiciled abroad, are not engaged in gainful employment in Switzerland or the Principality of Liechtenstein and the Foundation has received all the necessary documents in full.

7 If the withdrawing insured person is married or in a registered partnership, the cash payment is only permissible if the spouse or registered partner has consented to the cash payment in writing with an officially certified signature.

VI. Organisation, management and control

Art. 50 Organs of the Foundation

The organs of the Foundation as well as their procedures and tasks are governed by the organisational regulations.

Art. 51 Business management; business year

[1] The day-to-day business shall be handled by the administrative office under the supervision of the Foundation Board.

[2] The annual accounts shall be closed on 31 December of each year. The accounts shall be drawn up in accordance with the statutory provisions.

Art. 52 Auditor; Expert

[1] The Foundation commissions an auditor to conduct an annual audit of the management, the accounting system and the investment of assets (Art. 53 para. 1 BVG/LPP). The auditors shall report in writing on the results of their audit.

[2] The Foundation Board shall have the Foundation reviewed periodically, but at least every three years, by an accredited pension actuary (Art. 53 para. 2 BVG/LPP). If this reveals an actuarial deficit, the Foundation Board shall decide, after hearing the accredited pension actuary, what measures are to be taken.

VII. Further provisions

Art. 53 Divorce and dissolution of registered partnership before the occurrence of an insured event

1 If, in the event of divorce or dissolution of a registered partnership, a part of the vested termination benefits of an insured person is transferred to the pension scheme of the divorced spouse or registered ex-partner, based on a court ruling, their insured benefits shall be reduced accordingly.

2 The regulatory retirement savings capital and the retirement savings capital according to the BVG/LPP are reduced proportionally.

3 The obligated spouse or the obligated ex-partner can buy back in within the scope of the transferred termination payment.

4 If an insured person receives part of a termination payment, based on a court ruling, from a divorce or dissolution of a registered partnership, this amount is treated as a vested termination benefit brought in.

Art. 54 Divorce and dissolution of registered partnership when drawing a disability pension before the regularly reference age

1 If, in the event of divorce or dissolution of a registered partnership, a part of the effective or hypothetical termination payment of an insured person is transferred to the pension fund of the divorced spouse or registered ex-partner, based on a court ruling, their insured benefits shall be reduced accordingly.

2 The regulatory termination payment and the termination payment according to the BVG/LPP are reduced proportionally.

3 Current disability pensions are reduced if they are calculated according to the retirement savings capital. The BVG/LPP portion of the pension shall be reduced in any case. The reduction shall be calculated in accordance with the provisions of the regulations at the time the divorce proceedings are initiated. The disability pension shall be adjusted as of the date on which the divorce decree becomes final.

4 The entitlement to a disabled person's child's pension existing at the time of the initiation of the divorce proceedings shall not be reduced.

5 The obligated spouse or the obligated ex-partner may buy back in within the scope of the termination payment, provided and insofar as the active part of the pension fund relationship is affected.

Art. 55 Divorce and dissolution of registered partnership when receiving a retirement pension or lifelong disability pension

[1] If, in the event of divorce or dissolution of a registered partnership, based on a court ruling, part of the current retirement pension or lifelong disability pension is transferred to the entitled spouse or registered partner, the pension is reduced accordingly.

[2] The regulatory and the compulsory part of the pension are reduced proportionally.

[3] If the insured person or disability pensioner becomes an old-age pensioner during the divorce proceedings, the part of the effective or hypothetical termination payment to be transferred on the basis of the court ruling and the retirement pension shall be reduced. The reduction corresponds to the sum by which the pension payments up to the time the divorce decree became final would have been lower if their calculation had been based on retirement payment reduced by the transferred part of the retirement savings capita. Subject to the divorce decree, the reduction shall be divided equally between the two spouses. In addition, the retirement pension shall be permanently adjusted from the date the divorce decree becomes final on the basis of the retirement savings capita still available after the equalisation.

[4] The transfer of the pension portion to an occupational benefits or vested benefits institution is generally made in lump-sum form unless the entitled spouse requests a pension transfer in writing. The conversion into a lump sum is carried out in accordance with the technical principles of the Foundation applicable at the time the divorce decree becomes final. With the transfer in capital form, all claims of the person entitled to equalisation against the Foundation expire.

Art. 56 Advance withdrawal or pledge to finance residential property

[1] An active insured person may claim an amount (at least CHF 20,000) for residential property for his/her own use (purchase and construction of residential property, participations in residential property or repayment of mortgage loans) up to three years before reaching the ordinary retirement age.

[2] In accordance with Art. 47a BVG/LPP, voluntary insured persons may not make withdrawals or pledges for residential property for their own use if the continuation of voluntary insurance has lasted more than two years.

[3] Personal use is deemed to be use by the insured person at his or her place of residence or habitual abode.

[4] However, she may also pledge this amount or her entitlement to pension benefits for the same purpose.

[5] The insured person may withdraw or pledge an amount up to the amount of his/her termination payment until the age of 50. If the insured person has passed

the age of 50, he/she may withdraw no more than the termination payment to which he/she would have been entitled at the age of 50 or half of the termination payment at the time of withdrawal.

6 The insured person may request information on the amount available to him/her for home ownership and the reduction in benefits associated with such a withdrawal. In doing so, the Foundation will draw the attention of the insured person to the possibility of covering the resulting insurance gaps and to the tax liability.

7 If the insured person makes use of the advance withdrawal or the pledge, he/she must submit to the Foundation all necessary documents that provide legally sufficient evidence of the purchase or construction of residential property, the participation in residential property or the repayment of mortgage loans.

8 If the insured person is married or in a registered partnership, an advance withdrawal or pledge is only permissible if the spouse or registered partner has consented in writing with an officially certified signature.

9 An advanced withdrawal leads to a reduction of the insured benefits calculated according to actuarial principles. The regulatory retirement savings capital and the retirement savings capital according to the BVG/LPP are reduced proportionally.

10 An advanced withdrawal can be claimed at most every five years.

11 If the residential property is sold or rights to it are granted that are economically equivalent to a sale, an advance withdrawal must be repaid to the Foundation by the insured person.

12 The repayment obligation exists until three years before the insured person reaches the reference retirement age.

13 In the event of underfunding, the Foundation may limit the payment of an early withdrawal in terms of time and amount, provided the early withdrawal serves to repay mortgage loans.

14 If the liquidity of the Foundation is called into question by advanced withdrawals, the Foundation may postpone the processing of applications. In this case, the Foundation shall establish a priority order for the processing of the applications.

15 Any taxes, costs and fees of official bodies in connection with the advanced withdrawal or the pledge shall be borne in full by the applicant.

16 The Foundation may charge a fee for processing the application for an advanced withdrawal or pledge. The amount of the fee is defined in the cost regulations.

17 Details on the processing of corresponding applications are regulated in the Regulations concerning the encouragement of home ownership using vested pension accruals (WEF Regulations).

Art. 57 Assignment, pledge and set-off

[1] The entitlement to benefits may neither be pledged nor assigned before it is due. The provisions on the promotion of home ownership are reserved.

[2] The entitlement to benefits may only be offset against claims that the employer has assigned to the Foundation if they relate to regulatory contributions that have not been deducted from the insured person's salary.

[3] Insured persons to whom the Foundation grants a mortgage loan shall assign their entitlements to retirement benefits to the Foundation to the corresponding extent.

Art. 58 Information of the insured persons

[1] The Foundation shall inform the insured persons in accordance with the statutory requirements, in particular about

- the insured salary,
- the benefits,
- the contributions,
- retirement savings capital,
- the financing.

This information is usually provided via the insured person app. At the request of the insured person, this information can be provided in the form of an insurance certificate issued by the Foundation.

[2] Upon request, the insured persons must also be informed in an appropriate form, in particular about the legal form and organisational structure, type of institution and risk coverage, the regulatory provisions, the composition of the Foundation Board, the investment income, the actuarial risk experience, the administrative costs, the actuarial reserve calculation, the formation of reserves and the funded status.

[3] The annual report will be provided to the insured persons in electronic form upon request.

[4] The Foundation shall inform the occupational pension fund commission of any outstanding contributions by the employer.

[5] The occupational pension fund commission shall inform the insured persons of their pension fund about the decisions taken and the occupational benefits issues.

[6] Disputes concerning the insured person's right to information may be submitted to the regulatory authority for adjudication in accordance with Art. 62 para. 1 lit. e BVG/LPP.

Art. 59 Fluctuation reserves and provisions

Fluctuation reserves, technical and other provisions shall be formed in accordance with the principle of consistency and based on a risk analysis, on the recommendation of an accredited pension actuary and in accordance with recognised professional principles. They shall be regulated in separate regulations.

Art. 60 Surplus

Surpluses in the income statement (annual profit), unless there is an underfunding or an allocation to the provisions and fluctuation reserves, are credited to the Foundation's free funds.

Art. 61 Free assets

1 Assets that are available after the formation of the target reserves are reported as uncommitted or free assets, can be used within the scope of the legal possibilities and their purpose.

2 The Foundation Board decides on their use.

3 In addition, a separate "free assets" account is kept for each affiliated pension fund.

These free assets are formed, among other things:

- through voluntary contributions by the employer;
- by allocation from reserves of the affiliated pension fund that are not or not entirely required;
- through allocation from distributions by the Foundation;
- through grants from unfavourable age structure;
- by transfer from the previous pension scheme.

4 The free assets of the affiliated pension funds are used within the limits of the available funds for benefit improvements, to finance contributions and costs or for voluntary benefits.

5 The occupational pension fund commission decides on the use of the affiliated pension fund's free assets.

Art. 62 Employer contribution reserves

1 Employers may set up a separately disclosed employer contribution reserve for their affiliated pension fund within the scope of what is permissible for tax purposes.

2 His contributions to the pension scheme can be made from these funds.

3 The employer decides on the time and extent of use.

[4] In the case of underfunding, these reserves can be provided by the employer with a declaration of renounced use.

Art. 63 Partial liquidation

The provisions on the prerequisites and procedure for partial liquidation shall be issued in separate regulations.

Art. 64 Recovery measures

[1] In the event of a deterioration in the financial situation of the Foundation, the Foundation Board may decide to reduce the interest rate.

[2] If the Foundation is underfunded, it may levy one-off or periodically recurring recovery contributions from the employers, the insured persons, those with voluntary continued insurance pursuant to Art. 47a BVG/LPP and the pensioners in addition to reduced interest.

[3] The pensioner's recovery contribution may be offset against current pensions to the extent permitted by law. Offsetting is excluded if the current pension is demonstrably necessary for the maintenance of the pensioner and his/her dependents.

[4] If there is an underfunding of the Foundation, employers can make voluntary contributions to a separate account for the employer contribution reserve with decalaration of renounced use and also transfer any available funds from the ordinary employer contribution reserve to this account in order to reduce the amount of any restructuring contributions of their affiliation.

Art. 65 Sector-specific early retirement schemes

[1] Insured persons who make use of the flexible retirement of their sector-specific early retirement scheme shall remain with the Foundation, provided that a corresponding cooperation agreement with the occupational benefits institution of the respective occupational sector is in place.

[2] Their retirement is postponed until the ordinary reference age, at the latest, however, until the replacement payments of the retirement credits are discontinued by the occupational benefits institution of the respective occupational sector.

[3] The retirement credits correspond to those of the regulations of the occupational benefits institution of the respective occupational sector. They may deviate from those of the pension plan of the company. Any differences to the disadvantage of the insured person may be settled by the employer.

[4] The insured persons shall receive a retirement pension at the latest upon reaching the ordinary reference age. A full or partial lump-sum withdrawal is possible if the requirements regarding the lump-sum settlement (Art. 27) are fulfilled.

Art. 66 Acquired rights and vested rights

[1] The entitlements of active insured persons (acquired retirement savings capital) and pensioners (amount of pensions) acquired in the Foundation up to the time these regulations come into force shall be preserved subject to Art. 63.

[2] All other, previous grandfathering provisions are repealed.

Art. 67 Authoritative language

These regulations shall be translated into other languages as appropriate. For the interpretation of the regulations, the version in German shall be authoritative.

Art. 68 Gaps in the regulations; disputes

[1] Cases and exceptional situations not expressly regulated by these regulations shall be decided by applying them mutatis mutandis in compliance with the statutory provisions.

[2] In the event of a dispute, recourse may be had to the competent court pursuant to Art. 73 BVG/LPP.

Art. 69 Entry into force; amendments

[1] These regulations shall enter into force on 1 January 2024. It replaces the previous regulations.

[2] The regulations shall be submitted to the competent regulatory authority for review.

[3] The regulations may be amended by the Foundation Board at any time within the scope of the actuarial possibilities, the legal provisions and the purpose of the Foundation. The amendments shall be submitted to the competent regulatory authority for review.

Chur, 8 December 2023 The Foundation Board

Appendix I: Conversion rates

Art. 1 Pension conversion rates

The pension conversion rate as a percentage is as follows according to retirement age and retirement year:

Age	2022	2023	From 2024
58	5.00	4.80	4.60
59	5.20	5.00	4.80
60	5.40	5.20	5.00
61	5.60	5.40	5.20
62	5.80	5.60	5.40
63	6.00	5.80	5.60
64	6.20	6.00	5.80
65	6.40	6.20	6.00
66	6.60	6.40	6.20
67	6.80	6.60	6.40
68	7.00	6.80	6.60
69	7.20	7.00	6.80
70	7.40	7.20	7.00

(Intermediate values are obtained through linear interpolation)

Art. 2 Social protection measures

[1] The reduction in the pension paid out due to a lowering in the conversion rate will be compensated for according to age, to the following degree:

Men / Born		Women / Born	
1957 and older	100%	1958 and older	100%
1958	90%	1959	90%
1959	75%	1960	75%
1960	60%	1961	60%
1961	45%	1962	45%
1962	30%	1963	30%
1963	15%	1964	15%

[2] A predicted pension and the effective pension at the time of taking of the pension based upon an interest rate at 31.12.2020 of 2% is decisive for the compensation calculation. Changes in the level of employment and/or the wage/salary are not compensated for.

[3] Deposits such as purchases, distribution of unrestricted funds etc. which took place after 31.12.2020 will be deducted when calculating the compensation.

[4] Advance withdrawals such as pay-outs for residential property, divorce etc. made after 31.12.2020 will be added when calculating the compensation.

[5] Compensation is made within the scope of the effective retirement and only then when the insured person to be paid a pension also takes their pension from the foundation and has been insured without any break by the foundation since 31.12.2020.

[6] No compensation will be made when the effective pension sum upon taking the pension is at least as high as the calculated pension according to Paragraph 2 at the effective date of retirement.

[7] Capital deductions will not be compensated for.

Appendix II: Abbreviations / Terms

AHV/AVS	Federal Old Age and Survivors' Insurance
ATSG/LPGA	Federal Law on General Social Insurance Law
BVG/LPP	Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans
BVV 2/OPP 2	Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans
Civil Code	Swiss Civil Code
CO	The Code of Obligations
ECR	employer contribution reserve
EFTA	European Free Trade Association
Employees	Persons who have an employment contract with an affiliated employer
Employers	Companies, institutions and enterprises with which the Foundation has concluded an affiliation agreement
EU	European Union
FADP	Federal Act on Data Protection
FLVPP	Federal Law on Vesting in Pension Plans
Foundation	Integral Foundation for Occupational Pension Plans
FZG/LFPL	Federal Law on Vesting in Pension Plans
Incapacity for work	The full or partial inability to perform reasonable work in the previous occupation or area of responsibility due to an impairment of physical, mental or psychological health.
IV/AI	Federal Disability Insurance
IVG/LAI	Federal Law on Disability Insurance
LOB	Law on Occupational Benefits
MVG/LAM	Federal Law on Military Insurance
OPP	Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans
Spouse	Person who is married to an insured person
SUVA	The Swiss Accident Insurance Fund
UVG/LAA	Federal Law on Accident Insurance