



Occupational benefits

## **Occupational benefits fund regulations**

AXA Foundation 1e, Winterthur

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# General provisions

## Objective

### Art. 1

1. The objective of this occupational benefits fund is to protect the insured and their surviving dependents from the economic consequences of loss of earnings due to old age, disability or death.
2. Within the scope of this objective, the Foundation provides occupational benefits that are not covered by the Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision (BVG/OPA).
3. The Foundation insures exclusively salary elements above the upper limit of one and a half times the upper threshold according to Art. 8 para. 1 BVG/OPA and offers exclusively occupational benefits plans with different investment strategies (Art. 1e BVV 2/OPO 2). Retirement assets according to Art. 15 BVG/OPA are not insurable under this Foundation.
4. The Foundation is subject to statutory supervision. The organization of the Foundation is set out in the deed of foundation, in the organizational regulations of the Board of Trustees and the organizational regulations of the Occupational Benefits Fund Commission.
5. Self-employed persons who are insured with their staff are deemed to have the same status as employees and, in addition, are subject to the same obligations as employers.
6. Within the meaning of these Regulations, insured members of the Board of Directors have the same status as employees.

## Occupational benefits fund

### Art. 2

The Foundation manages a separate occupational benefits fund for each employer with which it has concluded an affiliation contract.

Collective occupational benefits funds are operated for companies which affiliate to a corporate group solution approved by the Foundation.

## Contents of the Regulations

### Art. 3

1. The relationship between the Foundation and the insured or beneficiaries is governed by these Regulations and, as far as the type and amount of occupational benefits and their financing are concerned, by a separate occupational benefits plan for each occupational benefits fund or group insurance contract. The occupational benefits fund can offer up to 3 occupational benefits plans for persons insured under each group insurance contract. These occupational benefits plans are an integral part of the Regulations.
2. If the occupational benefits fund or the Foundation is liquidated in part or in full, the provisions of the Regulations on the partial and total liquidation of occupational benefits funds and the Regulations on the partial liquidation of a collective foundation apply.
3. Any claims to surplus participation under the group insurance contract are governed by the separate Surplus participation regulations.

## Registered partnerships

### Art. 4

Under the Federal Act on the Registered Partnership between Persons of the Same Sex, registered partnerships are treated the same as marriages and partners are treated the same as spouses.

## Definition of age

### Art. 5

The age that applies for enrollment with the occupational benefits fund and the calculation of the contributions and retirement credits is determined by the difference between the current calendar year and the insured's year of birth.

## Enrollment in occupational benefits insurance

### Art. 6

1. All employees belonging to the group of insured mentioned in the occupational benefits plan are enrolled with the occupational benefits fund. The employer must register all persons to be insured by name.
2. Enrollment in the occupational benefits fund takes place when the conditions of Art. 6.1 are fulfilled.

3. Individuals who are partially disabled on enrollment in the occupational benefits fund are insured only for that part of the salary that corresponds to the remaining earning capacity. Any thresholds that may be referred to in the occupational benefits plan will not be reduced. Persons with a disability level of 70% or more are not accepted into occupational benefits insurance.
4. Persons who must provisionally continue the insurance in accordance with the applicable statutory provisions can enroll in occupational benefits insurance at the earliest 3 years after the disability insurer has reduced or suspended the pension.

## Retirement

### Art. 7

#### 1. Reference age

Entitlement to retirement benefits arises when the reference age is reached. The reference age is governed by the occupational benefits plan.

The insured may submit a request to draw retirement benefits in full or in part or after the reference age in accordance with Arts. 7.2 – 7.5. The insured is regarded to have reached the reference age to the extent that retirement benefits are drawn.

#### 2. Early withdrawal of retirement benefits

An insured person can withdraw retirement benefits early in full or in part at the earliest after having reached age 58. In special cases as determined by the Federal Council, withdrawal may take place earlier.

Early withdrawal of the complete benefits presupposes the termination of the employment relationship.

A partial early withdrawal is possible only with a commensurate reduction in the annual salary. The provisions of Art. 7.5 apply.

#### 3. Continuation of occupational benefits insurance beyond the reference age

When the employment relationship is continued beyond the reference age, the insured may request that occupational benefits insurance be continued, with contributions applying, in full or in part until the employment relationship ends, but no later than the time when the insured reaches age 70.

Disability benefits, partner's and orphan's pensions, and death lump sums exceeding the retirement assets are no longer insured once the AHV reference age is reached.

The partial continuation of occupational benefits insurance is only possible by reducing the annual salary. The scope of the occupational benefits insurance that will be continued is based on the remaining annual salary. The provisions of Art. 7.5 apply for a partial withdrawal of retirement benefits.

The entitlement to retirement benefits arises at the insured person's request, but no later than at the end of the employment relationship or when the insured reaches age 70. The provisions of Art. 7.5. apply to the partial withdrawal of retirement benefits.

#### 4. Deferral of retirement benefits beyond the reference age

The insured may defer the drawing of their retirement benefits until the end of their employment relationship, but no later than any point where the annual salary falls below the triggering threshold as set out in the occupational benefits plan or beyond the insured's 70th birthday. When retirement benefits are deferred, savings contributions are no longer levied.

Disability benefits, partner's and orphan's pensions, and death lump sums exceeding the retirement assets are no longer insured once the reference age is reached.

#### 5. Partial withdrawal of retirement benefit (partial retirement)

The insured may draw the retirement benefit staggered in up to 3 steps. This also applies if the salary paid by a single employer is insured with multiple pension institutions. One step includes all lump-sum withdrawals of the retirement benefit in any one calendar year. The last step triggers full retirement.

The following applies for each partial withdrawal of retirement benefits:

- The proportion of the retirement benefit drawn may not exceed the proportion of the reduction of the annual salary.
- The first partial withdrawal must amount to at least 20% of the retirement benefit.
- If, as a result of a partial withdrawal of retirement benefits, an insured person's salary falls below the upper limit of one and a half times the upper threshold according to Art. 8 para. 1 BVG/OPA, that person will leave the occupational benefits insurance.

See Art. 44 for the tax treatment of a partial withdrawal.

## **Occupational benefits coverage**

### **Art. 8**

1. The coverage is valid worldwide. Coverage commences on the date when the conditions for enrollment pursuant to Art. 6 are fulfilled (start of occupational benefits insurance) and ends on the date when the insured withdraws from the occupational benefits insurance.

### **2. Definite coverage**

The occupational benefits coverage is definite and unrestricted for the benefits acquired with the vested benefits brought into the fund, provided that these were insured without proviso under the previous occupational benefits institution.

Coverage for the remaining benefits is definite and unrestricted, provided that the insured is fully fit for work when coverage commences and the occupational benefits under the Regulations do not exceed certain limits determined by the Foundation. If this is not the case, these benefits are only provisionally insured at first.

An insured person is not considered fully fit for work under these occupational benefits coverage provisions if, on commencement of the insurance coverage, they

- are forced to remain fully or partially absent from work for reasons of health
- receive daily benefits as a result of an illness or accident
- are enrolled in a government disability insurance plan
- draw a pension on account of complete or partial disability, or
- can no longer be fully employed in a position commensurate with their training and abilities for medical reasons.

### **3. Provisional occupational benefits coverage**

The Foundation will inform the insured if certain benefits can only be insured provisionally, and request that the insured provides additional information on the state of their health. If necessary, the Foundation may request additional information from a physician or require a medical examination.

If an occupational benefits claim occurs while coverage is provisional

- the benefits acquired with the vested benefits brought into the occupational benefits fund and which were subject to a proviso with the previous occupational benefits institution will be paid, taking the proviso into account
- the remaining provisionally insured benefits will not be paid if the occupational benefits claim arises from circumstances (accident, illness, physical defect) that occurred before the provisional insurance coverage commenced.

Based on the documents submitted, a proviso for the risks of disability and death for reasons relating to health can be applied. The proviso is valid for a maximum of 5 years. A proviso instituted by a previous occupational benefits institution can remain in effect, in which case any period that has expired so far is applied.

If the insured refuses to participate in any parts of the medical examination, the benefits for the risks of disability and death will be reduced or excluded in accordance with Art. 14 of the Vested Benefits Act (FZG/VBA).

If incapacity for work or death occurs during the term of the proviso, the restriction on the benefits will remain in effect even after the term of the proviso ends. The benefit restriction applies in particular also to disability cases relating to incapacity for work that sets in during the term of the proviso.

The Foundation must inform the insured person in writing whether occupational benefits coverage is granted as usual or with a proviso.

4. In the event of an **increase in occupational benefits**, the provisions under Art. 8.2 – 8.3 apply mutatis mutandis to the benefits that must be insured additionally.

### **5. Breach of disclosure obligation**

If the insured person provides incorrect information about their state of health, the Foundation has the right to reduce its insured benefits retroactively to the start of the occupational benefits insurance or to refuse them altogether. Benefits acquired through vested benefits brought into the fund that were not subject to a proviso by the former occupational benefits institution are reserved. The Foundation informs the insured person accordingly in writing within 3 months after learning of the breach of disclosure obligation.

## **Obligations of the insured**

### **Art. 9**

1. If the insured belongs to more than one pension fund and the sum of their salaries and income subject to AHV/OASI contributions is more than ten times the upper BVG/OPA limit, they must inform the Foundation of all their pension fund memberships and the salaries and income insured in each fund.
2. Based on their risk propensity, the insured person selects one of the investment strategies from the Investment Regulations and confirms electronically that they have received the information on the risks and costs of the investment strategy. If the insured person does not issue such confirmation or does not exercise their right to select, their retirement assets will be invested in a low-risk investment strategy defined by the Board of Trustees.
3. The insured person must notify the employer (for the attention of the Foundation) within 30 days of any changes in their marital status or if they become liable or cease to be liable to support dependents.
4. On termination of the employment relationship, the person withdrawing from the Foundation must immediately make the information required for the transfer of vested benefits available.
5. Recipients of disability or survivors' benefits must notify the Foundation of any creditable income (e.g. domestic or foreign social benefits, benefits from other pension funds, income from continued employment).

Furthermore, they must report all occurrences that affect the pension relationship. These include in particular

- change in address
- change in bank account
- changes in marital status
- a change in entitlement to pensions in respect of social insurance providers (AHV/OASI, IV, accident or military insurance, social insurance plans from a provider in another country)
- a return to or improvement in the capacity to work
- birth and adoption of children
- completion or discontinuation of a course of training or education by children entitled to a pension
- death of a child entitled to a pension.

The survivors must inform the Foundation immediately if a pension recipient dies.

## **Foundation's duty to provide information**

### **Art. 10**

1. On enrollment as well as following any changes in benefits, but at least once a year, the insured person receives a pension fund certificate with the currently valid information on their occupational benefits. The insured person may, at any time, retrieve their pension fund certificate and information on their pension provision via the myAXA online portal.
2. On request, the Foundation provides the insured with additional information on the status of their pension coverage and the business activities of the Foundation.
3. Every insured person may submit a request for the Foundation to provide them with all their personal data administered by it and to correct the data if necessary.
4. The Foundation will inform the insured person of the various investment strategies and the related risks and costs.

## **Vested benefits brought into the fund**

### **Art. 11**

The insured person is obliged to transfer to the Foundation any vested benefits from previous pension funds or vested benefits institutions that are based on salary components above the upper limit of one and a half times the upper threshold according to Art. 8 para. 1 BVG/OPA, insofar as they are not to be transferred to other occupational benefits institutions.

Vested benefits are to be paid in cash in Swiss francs and will be used to increase the retirement assets.

# Salary definitions

## Annual salary

### Art. 12

1. The annual salary is the last known salary subject to AHV/OASI contributions adjusted in consideration of any agreed changes for the current year.

Unless specified otherwise in the occupational benefits plan, salary components that are paid on a merely occasional basis are not taken into consideration. Within the scope of these regulations such amounts include

- one-off, or unforeseeable, or irregular special remuneration, overtime compensation, allowances for work on Sundays and public holidays, shift allowances, gratuities, and bonuses,
  - gifts for service anniversaries, unless they are paid more frequently than every 5 years.
2. The effective annual salary that applies to the pension is defined in the occupational benefits plan.
  3. The employer must notify the Foundation of the annual salary by January 1 or on the enrollment date. Salary changes during the year are taken into account from the date of the change and result in a modified annual salary in accordance with Art. 12.1.
  4. If the insured worked for the employer for less than one year (e.g. temporary staff), the annual salary is deemed to be the salary the insured would have received if they had worked for an entire year.
  5. For insured persons whose level of employment and income fluctuate substantially, the average annual salary for the occupation group in question is used. Where applicable, these rates are set out in the occupational benefits plan.
  6. An insured who also works for one or more other employers may not insure the income received from these employers under these Regulations.

## Insured salary

### Art. 13

1. Salaries above the upper limit of one and a half times the upper threshold according to Art. 8

para. 1 BVG/OPA are insurable. The insured annual salary with all existing pension funds may not exceed the income subject to AHV/OASI contributions and ten times the upper BVG/OPA limit. It is defined in the occupational benefits plan.

2. If an insured person's annual salary temporarily decreases due to illness, accident, unemployment, maternity/paternity leave, the arrival of an adopted child, or similar reasons, the previous pensionable salary shall continue to be insured for as long as the employer is obliged to continue payment of salary in accordance with Art. 324a of the Swiss Code of Obligations (SCO), or during the period of maternity leave in accordance with Art. 329f SCO, or paternity leave in accordance with Art. 329g SCO, or leave of care in accordance with Art. 329i SCO, or adoption leave in accordance with Art. 329j SCO. The insured person may, however, request a reduction.
3. The occupational benefits plan may stipulate that any coordination deductions and minimum and maximum amounts for part-time employees will be determined in accordance with their actual employment status.

## Insured salary in the event of disability

### Art. 14

1. If an insured is fully unfit for work, the salary earned immediately prior to the commencement of the inability to work remains valid for pension purposes.
2. If an insured person is partly unable to work, the insurance is divided into an "active" part and a "disabled" part. For the purposes of dividing the salary, the insured person's salary immediately prior to the onset of the incapacity for work will serve as the basis. The split is carried out based on the benefits level as defined in Art. 19.5. Any thresholds mentioned in the occupational benefits plan are reduced commensurately.

The salary underlying the "disabled" part of the insurance remains constant.

The salary underlying the "active" part of the insurance is regarded as the annual earned income in accordance with the insured's gainful employment.



# Occupational benefits

## Overview of benefits

Art. 15

The occupational benefits plan sets out which of the following benefits are insured:

- a) on reaching reference age:
  - retirement capital Art. 18
- b) in the event of disability:
  - contribution waiver Art. 20
  - disability pension Art. 21
  - disabled person's child's pension Art. 22
- c) in the event of death:
  - partner's pension Art. 25
  - orphan's pension Art. 26
  - lump sum payable at death Art. 27

## Retirement assets

Art. 16

1. Retirement assets accrue for each insured person.
2. The retirement assets are increased by:
  - retirement credits
  - vested benefits brought into the fund
  - amount paid in from pension benefits settlement on divorce
  - benefits purchased and amounts paid in
  - repayment of advance withdrawals for financing residential property
  - repurchases of benefits following a divorce
  - income and positive results from the investment of retirement assets.

The occupational benefits plan sets out the details regarding the treatment of purchases and the resulting benefits.

The retirement assets are reduced by:

- advance withdrawals under the promotion of home ownership option
- partial pay-outs as a result of divorce
- capital to finance retirement and survivors' benefits that fall due
- costs, commissions, fees, duties and negative interest in connection with the investment of retirement assets
- negative results from the investment of retirement assets

There is no entitlement to any minimum interest payment or any preservation of capital value. Investment risk is borne by the insured.

3. The amount of the annual retirement credits is determined based on the occupational benefits plan.

## Prospective retirement assets at the reference age

Art. 17

The prospective retirement assets at the reference age consist of:

- the accrued retirement assets, plus
- the sum of the retirement credits for the years remaining until the reference age is reached. Projected interest rates may be used for this purpose. Retirement credits are calculated on the basis of the insured's last full insured salary.

The prospective retirement assets at the reference age serve purely as a guide and do not form the basis of any benefit entitlement. In addition, the actual value is dependent on the performance of investments. See also Art. 18.2.

## Retirement benefits

### Retirement capital

Art. 18

1. Entitlement to the retirement capital arises when the insured reaches the reference age. The retirement capital can be drawn early in full or in part or occupational benefits insurance may be continued/retirement benefits deferred beyond the reference age pursuant to Art. 7. The entitlement to retirement capital is based solely on Swiss francs; settlement via the transfer of securities is excluded.

Disabled persons become entitled to retirement capital if they have reached the reference age pursuant to the occupational benefits plan at the start of the incapacity for work that caused the disability.

2. The retirement capital equals the accrued retirement assets at the time when they are drawn.

If the insured is married, a partial or full lump sum payment requires the spouse's written approval. The insured may appeal to a court if they are unable to obtain such a statement or if it is refused.

3. The insured is entitled to the retirement capital.

## Disability benefits

Provided no other provisions are specified in the occupational benefits plan in consideration of the principles applying to the Foundation, the following provisions apply for the disability benefits:

### General provisions

Art. 19

#### 1. Incapacity for work, occupational disability, disability

These terms are defined as follows as far as they pertain to the disability benefits:

- Incapacity for work is the full or partial inability – on account of physical, mental or psychological health problems – to perform any reasonable function in one's current profession or field of work. If the incapacity for work lasts for an extended period, a job in another profession or with another remit may also be considered reasonable.
- Occupational disability is the complete or partial loss of the insured person's ability to pursue gainful employment in the relevant balanced labor market due to an impairment of their physical, mental, or psychological health that is not remedied by appropriate treatment and rehabilitation.  
To assess whether or not a case falls under occupational disability, only the consequences of the person's health impairments must be taken into consideration. In addition, occupational disability exists only if, from an objective point of view, it cannot be overcome.
- Disability is defined as full or partial occupational disability that is permanent or that lasts for an extended period.

Minors who are not working are regarded as occupationally disabled if the impairment of their physical, mental, or psychological health is expected to lead to the total or partial inability to earn a living. Persons of age who were not gainfully employed before their physical, mental, or psychological health was impaired and who cannot be reasonably expected to pursue gainful employment are regarded as disabled if they can no longer work in their field.

A review of whether or not a case qualifies as a disability case must focus solely on the consequences of the person's impaired health. In addition, disability exists only if an objective opinion states that a recovery can be ruled out.

The Foundation has the right to request additional information and proof or to obtain these itself. It can oblige the insured person to undergo an examination by its medical experts at any time. The Foundation will bear the costs.

#### 2. Conditions for entitlement

Entitlement to an exemption from contributions as defined in Art. 20 assumes that the insured's incapacity for work is at least 40% and that they were insured under these Regulations at the time of the onset of the incapacity for work.

Entitlement to disability benefits as defined in Art. 21 and Art. 22 assumes that the insured person

- is at least 40% disabled as defined by the Swiss Federal Disability Insurance (IV) and was insured under these Regulations at the time of the onset of the incapacity for work, the cause of which led to their disability;
- was at least 20% but not more than 40% incapacitated as the result of a congenital defect at the time when they started working and was insured for at least 40% at the time of the increase in incapacity level, the cause of which led to disability; or
- became disabled while still a minor and was therefore at least 20% but not more than 40% incapacitated at the time when they started working and was insured for at least 40% at the time of the increase in incapacity level, the cause of which led to disability.

#### 3. Waiting period

The waiting period is the minimum effective period of incapacity for work or disability that must elapse before the insured person is entitled to receive benefits. This waiting period is specified in the occupational benefits plan.

If the agreed waiting period is 24 months and the daily benefits in the event of inability to work due to illness are not paid for the entire 24-month period, the disability pension and disabled person's child's pension are granted from the date on which the entitlement to daily benefits lapses, but not before the date on which the entitlement to an IV pension commences.

#### 4. Level of disability

The level of disability is determined on the basis of the relationship between the income from employment which the insured could earn in a stable labor market by performing a job that

may be reasonably expected from them after they have become disabled, received medical treatment and been reintegrated into the workforce, and the income from employment which they could have earned if they were not disabled.

## 5. Calculation of benefits

Benefits are paid as follows:

Level of incapacity for work/ disability in %	Level of benefits in %
0 – 39	0
40	25
41	27.5
42	30
43	32.5
44	35
45	37.5
46	40
47	42.5
48	45
49	47.5
50 – 69	exact level
From 70	100

## 6. Duty to cooperate

If an insured person withdraws from or resists any reasonable treatment or efforts to reintegrate them into the workforce that promise a significant improvement in their earning capacity or open up new job possibilities, or if they do not of their own accord contribute as much as can be reasonably expected of them to this process, the benefits will be reduced or refused temporarily or permanently.

## 7. Provisional continuation of insurance

If the disability pension (IV) is reduced or suspended because the insured's disability level is now lower, the insured will continue to be covered by the occupational benefits institution that is liable for benefits under the same terms for 3 years, provided that the insured participated in reintegration measures as defined in Art. 8a IVG/InvIA before benefits were reduced or suspended or that the pension was reduced or suspended because the insured resumed work or increased their working hours.

Similarly, pension coverage and entitlement to benefits remain in force for as long as the insured receives provisional benefits as defined in Art. 32 IVG/InvIA.

In the period of continued insurance and entitlement to benefits, the occupational benefits institution will reduce the disability pension accord-

ing to the insured person's reduced disability level, but only to the extent that the reduction is offset by any supplementary income the insured earns.

The insured persons affected are deemed to be disabled as defined in these Regulations.

## Contribution waiver

Art. 20

1. Entitlement to a contribution waiver arises after the waiting period defined in Art. 19.3 ends.
2. If the incapacity for work is likely to last longer than 6 months, the case must be registered with the disability insurance (IV) before the end of these 6 months. Otherwise, the Foundation has the right to cancel the contribution waiver.
3. Subject to Art. 19.7, entitlement to benefits ceases if the insured's level of incapacity for work drops below 40%, the IV office rejects its obligation to pay benefits or discontinues benefit payments, or if the insured reaches reference age as defined in the occupational benefits plan at the time incapacity for work set in, or dies.

## Disability pension

Art. 21

1. Entitlement to a disability pension arises on expiry of the waiting period pursuant to Art. 19.3. There is no entitlement to a disability pension for as long as the insured receives daily benefits from the IV.
2. Subject to Art. 19.7, entitlement to benefits ceases if the IV office discontinues its benefits or if the insured resumes work, reaches reference age as defined in the occupational benefits plan at the time incapacity of work set in, or dies.
3. The amount of the annual disability pension is specified in the occupational benefits plan.

## Disabled person's child's pension

Art. 22

1. Entitlement to a disabled person's child's pension arises at the same time as the claim to a disability pension, provided that the insured has eligible children pursuant to Art. 48.
2. Subject to Art. 19.7, entitlement to the pension

ceases if the conditions for eligibility pursuant to Art. 48 are no longer met or the IV office suspends its pension benefits, or if the insured resumes work, reaches reference age as defined in the occupational benefits plan when incapacity for work set in, or dies.

3. The amount of the annual disabled person's child's pension is specified in the occupational benefits plan.

### **Change in the level of disability**

Art. 23

If the level of disability changes, the case is re-examined and the benefits adjusted, if necessary. If, as a result of a reduction in the level of disability, the benefits paid out were too high, these benefits must be repaid.

## **Death benefits**

### **General provisions**

Art. 24

- Entitlement to death benefits arises if the insured
- was insured under these Regulations at the time of their death or on the occurrence of the incapacity for work, the cause of which led to death; or
  - was at least 20% but not more than 40% disabled as the result of a congenital defect at the time when they started working and was insured for at least 40% at the time that the level of the inability to work, the cause of which led to death, increased; or
  - became disabled while still a minor and was therefore at least 20% but not more than 40% disabled at the time when they started working and was insured for at least 40% at the time that the level of the inability to work, the cause of which led to death, increased; or
  - received a disability pension from the Foundation at the time of death.

### **Partner's pension**

Art. 25

The occupational benefits plan specifies whether spouses and unmarried partners or exclusively spouses are beneficiaries, and whether the partner's pension falls under basic or extended coverage.

#### **1. Basic coverage**

Entitlement to a partner's pension arises when

the insured dies and

- is survived by a spouse who, at that time
  - a) is responsible for the maintenance of one or more children, or
  - b) has reached the age of 45 years and the marriage lasted at least 5 years. The period during which the spouses reside in a domestic partnership in the same household and domicile without interruption up to the marriage is counted toward the length of the marriage.
- or is survived by an eligible partner pursuant to Art. 25.5 who, at the time
  - a) is required to pay support for one or more joint children or
  - b) has reached the age of 45.

If neither of these conditions pursuant to a) or b) are met, a single lump-sum settlement will be paid in the amount of 3 annual pensions.

Entitlement to a pension lapses if the eligible person marries or dies.

#### **2. Extended coverage**

Entitlement to a partner's pension arises when the insured dies and is survived by a spouse or an eligible partner pursuant to Art. 25.5.

Entitlement to a pension lapses if the eligible person marries prior to reaching the age of 45 or if that person dies. In the event that the eligible person marries prior to reaching the age of 45, a single lump-sum settlement will be paid in the amount of 3 annual pensions.

#### **3. Amount of the partner's pension**

The amount of the partner's pension is governed by the occupational benefits plan.

#### **4. Reduction and discontinuation of the pension**

The pension is reduced by one percent for each year or part of a year by which the eligible person is more than 10 years younger than the deceased.

#### **5. Requirements for entitlement of the unmarried partner**

The entitlement of an unmarried partner to a partner's pension requires there to be a life partnership entitling the partner to a pension. The surviving partner has no entitlement if they already receive a surviving spouse's pension or surviving partner's pension from a domestic or foreign benefits plan.

A life partnership entitling a partner to a pension

exists if, at the time of death:

- a) both partners are unmarried and not related to each other, and
- b) they are not registered within the meaning of the Act on the Registered Partnership between Persons of the Same Sex, and
- c) both life partners lived in a domestic partnership in the same household and domicile without interruption for 5 years immediately prior to the death of the insured. If the insured is divorced, the earliest date of the beginning of the life partnership is the date on which the divorce of the insured became final and binding;  
or  
the insured supported the surviving partner to a significant degree;  
or  
the surviving partner is required to pay support for one or more joint children.

### **Orphan's pension**

Art. 26

1. Entitlement to an orphan's pension arises if the insured person dies and leaves behind eligible children pursuant to Art. 48.
2. The entitlement to an orphan's pension lapses if the conditions for eligibility pursuant to Art. 48 are no longer fulfilled.
3. The amount of the annual orphan's pension is specified in the occupational benefits plan.

### **Lump sum payable at death**

Art. 27

1. Entitlement to the lump sum payable at death arises if the insured dies before reaching the reference age pursuant to Art. 7.
2. The amount of the lump sum payable at death is set out in the occupational benefits plan.
3. **General order of beneficiaries**  
The following persons are entitled to the lump sum payable on death:
  - a) the insured person's spouse;  
if none:
  - b) eligible children in accordance with Art. 48.;  
if none:
  - c) the natural persons that the insured person supported to a significant extent and the person with whom the insured had formed a partnership as defined in Art. 25.5 a) – c);  
persons already receiving a partner's pension

from a Swiss or foreign benefits institution have no entitlement to a lump sum payable on death;

- if none:
- d) the children of the insured who are not entitled to a pension under Art. 48;  
if none:
  - e) the insured person's parents;  
if none:
  - f) the insured person's siblings.

If none of the above-mentioned persons under a) to f) exist, half of the lump sum payable on death will be paid to the other legal heirs to the exclusion of the community.

Beneficiaries in the same category will receive equal parts of the death lump sum.

4. The lump sum payable at death does not form part of the deceased's estate.

## **General provisions governing occupational benefits**

### **Guarantee Fund**

Art. 28

1. As prescribed by law, the Foundation is affiliated with the Guarantee Fund.
2. The occupational benefits plan describes the financing of the contributions to the Guarantee Fund.

### **Repayment of benefits received wrongfully**

Art. 29

Benefits received wrongfully must be repaid by the benefit recipient.

### **Cost-of-living adjustments**

Art. 30

Survivors' and disability pensions are adjusted to increases in the cost of living within the scope of the Foundation's financial capacity. The Board of Trustees decides annually if and to what extent pensions will be adjusted.

### **Coordination with accident and military insurance**

Art. 31

1. If the occupational benefits plan limits the fund's

liability to pay benefits to cases of illness, the insured will not be entitled to benefits if benefits are payable by an accident insurer pursuant to the Swiss Federal Law on Accident Insurance UVG/AIA or a military insurer pursuant to the Swiss Federal Law on Military Insurance (MVG).

2. Any claim to a disability or disabled person's child's pension only arises when the accident insurer or military insurance stops payment of daily benefits and the daily benefits are replaced with a disability pension.
3. If accident and illness occur together, the provisions as set out in Art. 31.1 – 31.2 only apply to the part which is a result of the accident.
4. If the limitation to cases of illness applies only to persons subject to the UVG/AIA, persons not subject to the UVG/AIA are insured only if they have been registered separately.

#### **Correlation with other insurance benefits**

##### **Art. 32**

1. The Foundation will reduce the disability and survivors' benefits if these benefits together with the creditable income pursuant to Art. 32.2 exceed 90% of the earnings presumed to have been forgone. The estimated lost income corresponds to the total earned and replacement income that the insured person would have received if the injuring event had not occurred.
2. Creditable income includes benefits of the same type and purpose paid to the eligible person by domestic and foreign social security plans and pension institutions due to an injuring event, such as pensions. This does not include lump-sum payments, care allowances for persons unable to look after themselves, impairment compensation, settlements, assistance contributions, or similar benefits. Also taken into account are daily benefits from mandatory insurances, as well as daily benefits from voluntary insurances, if these are financed by the employer by at least 50%. Orphan's pensions for the children of the eligible person shall also be taken into account. Recipients of disability benefits are also credited for any continued income from gainful employment or replacement income, or any income which the insured can still be reasonably expected to earn, except in the case of supplementary income earned while the person participates in a reintegration program in accordance with Art. 8a of the Federal Law on Disability Insurance (IVG).

3. The Foundation will reduce its benefits to the same extent if the AHV (OASI)/IV reduces, withdraws or withholds a benefit because the eligible person has caused the death or disability through gross negligence or resists the IV's integration efforts.

#### **Assignment**

##### **Art. 33**

Persons who have a claim to an extra-mandatory disability or survivors' pension must assign to the Foundation their claims against any third party liable for the insured event up to the amount of the benefits payable by the Foundation.

#### **Payment of occupational benefits**

##### **Art. 34**

1. Benefits as due under the Regulations are due 30 days after the Foundation has received all the information it needs in order to establish eligibility for such a payment. After reviewing the documents, the securities used for the investment strategy will be sold and payment made. If the benefits have been pledged, the pledgeholder's written consent is required before the benefits can be paid out.

If, pursuant to Art. 40 BVG/OPA, the Foundation has a duty to notify in the event that the insured fails to comply with their maintenance obligations, payment of lump-sum benefits will be made – subject to any other instructions by the court – at the earliest 30 days after delivery of the notification of the lump-sum payment to the responsible debt collection assistance authority.

If the insured person is married, a partial or full lump sum payment requires the spouse's written approval. The insured may appeal to a court if they are unable to obtain such a statement or if it is refused.

2. Pensions that are due are paid monthly in advance on the first day of each month.

If benefits become payable during the course of a month, the corresponding amount will be paid on a pro rata basis.

If a survivors' pension replaces a current pension, the new pension will be paid for the first time at the beginning of the following month.

### 3. Review of entitlement to benefits

The Foundation can request proof of entitlement to benefits at any time. In the absence of such proof, the Foundation will cease paying benefits.

### 4. Default interest

If the Foundation is in arrears with paying benefits, no default interest is owed.

### Lump-sum withdrawal instead of a survivor's pension

Art. 35

The eligible spouse or domestic partner may request a lump sum instead of a survivors' pension. A corresponding declaration must be submitted before the first pension payment is due.

The lump-sum payment equals the cash value of the pension due, less 3% for each full year and part of a year by which the eligible claimant is younger than 45. It amounts to at least 4 annual pensions, but not less than the accrued retirement assets.

If, at the time the pension is drawn, the spouse's or partner's pension is less than 6% and the orphan's pension is less than 2% of the minimum AHV/OASI retirement pension, a lump sum will be paid instead of a pension.

## Withdrawal

### Withdrawal from occupational benefits insurance

Art. 36

1. An insured leaves the occupational benefits fund if they no longer fulfill the conditions for enrollment pursuant to the occupational benefits plan, in particular when the insured leaves the company's employment, as well as when the insured salary drops below the defined level subject to Art. 14.
2. The withdrawing insured is entitled to vested benefits, provided that they have accrued retirement assets. The vested benefits will be calculated in accordance with the provisions of the FZG/VBA of December 17, 1993. The provisions of Art. 15 and 17 FZG/VBA do not apply. The occupational benefits fund is a defined contribution plan within the meaning of this law.

### Amount of vested benefits

Art. 37

1. The vested benefits equal the retirement assets accrued up to the date of withdrawal. If the Foundation is notified of the withdrawal after the withdrawal date, the investments will be sold upon notification being received. Any changes in value subsequent to the withdrawal will increase or reduce the vested benefits. Vested benefits are increased in particular through income and positive investment results and are reduced by costs, commissions, fees, duties and negative interest in connection with investments, negative investment performance, and not yet acquired employer savings contributions (nominal value).
2. Vested benefits become due on the date when the insured leaves the occupational benefits fund. They no longer earn interest from the point that they become due.
3. In the case of partial or full liquidation of the occupational benefits fund or the Foundation, the provisions of the Regulations on the partial and total liquidation of occupational benefits funds and the Regulations on the partial liquidation of a collective foundation also apply.

## **Use of vested benefits**

Art. 38

1. Vested benefits shall be transferred to the new employer's occupational benefits institution in accordance with the insured person's instructions.
2. Insured persons can request to have their vested benefits paid out in cash if
  - a) they leave the economic zone of Switzerland or the Principality of Liechtenstein for good.
  - b) they become self-employed and are no longer subject to mandatory occupational benefits insurance.
  - c) the vested benefits amount to less than one annual contribution by the insured.

The insured person must provide the necessary proof in order to be eligible for a cash payment.

If additional service years were purchased, the vested benefits purchased with this sum may not be drawn in the form of a cash payment during the next 3 years.

3. If the insured is married, the spouse must approve the cash payment in writing. The insured may appeal to a court if they are unable to obtain such a statement or if it is refused.
4. If the vested benefits have been pledged, the pledgeholder's written consent is required before a cash payment can be effected.
5. If, pursuant to Art. 40 BVG/OPA, the Foundation has a duty to notify in the event that the insured fails to comply with their maintenance obligations, the cash payment will be made – subject to any other instructions by the court – at the earliest 30 days after delivery of the notification of the lump-sum payment to the responsible debt collection assistance authority.
6. If the vested benefits can be neither transferred to another occupational benefits institution nor paid out in cash, the amount is paid into a vested benefits policy or a vested benefits account in accordance with the notification by the insured person. In the absence of such notification, the vested benefits are paid into the Substitute Occupational Benefit Institution at the earliest within 6 months, at the latest 2 years after the withdrawal.

## **Extended coverage**

Art. 39

After the insured leaves the occupational benefits fund, coverage against the risks of disability and death remains valid until the insured joins a new pension fund, but not for longer than one month.

## **Change in the number of working hours (level of employment)**

Art. 40

In the event of a change in the insured's number of working hours, their accrued retirement assets will be retained in full provided they continue to satisfy the conditions for enrollment pursuant to the occupational benefits plan.



# Contributions

## Obligation to contribute

### Art. 41

1. The obligation to pay contributions begins on the date of the insured's enrollment with the occupational benefits fund.
2. The contribution obligation ends on the death of the insured person, at the latest when the insured person draws all the retirement benefits or withdraws from the occupational benefits fund early as the result of leaving the company, or because the conditions for enrollment as set down in the occupational benefits plan are no longer fulfilled. The right to waive contributions in the event of disability remains reserved.
3. The insured's contributions shall be deducted from their salary by the employer and transferred to the Foundation together with the employer's contributions.
4. The employer finances its contributions with its own funds or from a contribution reserve fund set up for this purpose.

## Contribution amounts

### Art. 42

The amount and composition of regular contributions are set out in the occupational benefits plan. Employer contributions must equal at least the total of those of all insured persons (shared contributions).

The employer may make contributions into the insured persons' occupational benefits plans. Distribution among insureds will be take place using objective criteria.

Contributions for special expenses are defined in the separate cost regulations.

## Purchase of additional benefits

### Art. 43

1. Within the framework of the legal provisions, the insured may purchase additional benefits as specified in the Regulations in order to improve their pension coverage, up to 3 years before retirement capital is drawn. Repurchase of benefits after divorce is possible up to retirement. The decision to do so may be taken on enrollment with the occupational benefits institution

or at a later date. Benefit purchases are primarily used as a means of closing a pension gap resulting from divorce.

The maximum possible purchase amount as specified in the Regulations corresponds to the difference between the maximum possible retirement assets at the time of purchase and the actual retirement assets. The maximum repurchase amount is reduced by assets pursuant to Art. 60a BVV 2/OPO 2. The maximum possible retirement assets correspond to the retirement assets that would be accrued in accordance with the occupational benefits plan if there were no gaps in contributions until the date of purchase. No contributions that are higher than an average of 25% of the insured salary per possible contribution year, not including interest, are used for calculating the purchase amount.

If occupational benefits insurance is to be continued/retirement benefits are to be deferred beyond the reference age, the retirement assets cannot exceed the amount that would have been reached at reference age under the occupational benefits plan and the insured salary valid at that time and with no gaps in the contribution period.

The calculation of the maximum possible retirement assets takes into account the benefits purchase table as defined in the occupational benefits plan.

2. The insured person can purchase more than the full benefits under the Regulations in order to partially or fully eliminate any reductions that may arise in connection with early retirement benefits withdrawals. If the insured person waives the right to retire early, the maximum benefits permitted under the Regulations may not be exceeded by more than 5%. If the percentage of retirement assets accrued is greater, this amount is transferred to the Foundation upon maturity.
3. A minimum amount of CHF 1,000 applies per purchase.
4. If advance withdrawals were made to finance residential property, additional benefits may be purchased only after all advance withdrawals have been repaid. This does not apply
  - in cases where repayment of the advance withdrawals is no longer possible, provided that the sum of the purchase of additional benefits and the advance withdrawals does

not exceed the maximum benefits that are permitted under the Regulations

- to the repurchase of benefits transferred to the spouse in connection with divorce pursuant to Art. 47.5.

5. Under statutory provisions, benefits that are derived from purchased contribution years may not be withdrawn from occupational benefits insurance as a lump sum for 3 years following the purchase date. The Foundation offers retirement benefits only as a lump sum. Consequently, insured persons may only effect purchases up to 3 years prior to the time entitlement to retirement benefits arises.

6. See Art. 44 for the tax treatment of the purchase.

## Other provisions

### Tax treatment

Art. 44

For the tax treatment, in particular of purchases, advance withdrawals for residential property, and partial withdrawals of retirement benefits (partial retirement), the legal provisions and the tax practices of the tax authorities are definitive. When reviewing tax privileges in connection with a purchase, the tax authorities generally consider a tax subject's overall retirement assets, in particular the assets held with other pension funds (consolidated view). The insured person is responsible for clarifying and carrying out a tax-privileged purchase, advance withdrawals for residential property, or partial withdrawal. The Foundation rejects all liability in the event of a refusal of the tax privilege following a purchase, advance withdrawals for residential property, or partial withdrawal.

### Promotion of home ownership

Art. 45

1. The insured may make an advance withdrawal of retirement benefits to purchase a residence for their own use until the claim to retirement benefits arises.
2. Until this same date the insured may also pledge their claims to retirement benefits and vested benefits in order to acquire residential property for own use.
3. Advance withdrawal and pledging of benefits are governed by the statutory provisions as well as a special directive issued by the Foundation.
4. The retirement assets will be reduced by the amount of the advance withdrawal. The benefits dependent on the retirement assets will be reduced accordingly.

A pledge will not cause any reduction in benefits. However, the realization of a pledge will have the same effect as an advance withdrawal.

### Assignment and pledging

Art. 46

The claim on benefits before they are due may neither be assigned nor pledged. The provisions under Art. 45 remain reserved.

## **Divorce**

Art. 47

1. On divorce the competent Swiss court will decide on the spouse's claims to vested benefits accrued during the marriage up to the time when the divorce proceedings were initiated.

In the absence of a divorce decree to the contrary, the following provisions apply.

2. If the insured person has not yet reached the reference age and is not disabled, the vested benefits accrued from the time of the marriage until the initiation of divorce proceedings and any advance withdrawals for the purchase of residential property will be split

The amount and use of any vested benefits transferred to the spouse are subject to the legally effective divorce decree. The retirement assets are reduced by the share of vested benefits to be transferred. The benefits dependent on the retirement assets will be reduced accordingly.

3. If the insured person is fully or partially disabled, the accrued vested benefits pursuant to Art. 47.2 is the amount that the insured person would be entitled to on reactivation at the time of the split.

Ongoing disability benefits are not reduced as a consequence. The reversionary retirement and survivors' benefits based on retirement assets will be reduced.

4. On partial or full retirement of the insured person during the divorce proceedings, the Foundation can reduce the vested benefits and the retirement benefits according to the provisions of Art. 19g FZV/VBO.
5. The insured may purchase additional benefits for the sum of the transferred vested benefits according to Art. 22d FZG/VBA. The insured person's occupational benefits will increase commensurately.
6. Until it is verified that the legal pension claims of the entitled spouse have been met, the Foundation reserves the right to demand additional documents for examination of the facts. As long as these have not been provided, it may reject any payment request of the insured person.

## **Children eligible for a pension**

Art. 48

1. The children of the insured who are eligible for a pension are
  - their children and foster children entitled to an AHV (OASI)/IV pension
  - stepchildren who receive full or primary financial support at the time of their death.
2. The final age at which the child is still eligible for a pension is set out in the occupational benefits plan.
3. Children shall be eligible for pension benefits past the final age for as long as they have not completed their education or are at least 70% disabled. However, the pension entitlement does not extend beyond their 25th birthday.
4. Entitlement to the pension lapses if the child dies.

## **Personal data**

Art. 49

1. Personal data of the insured required for the provision of occupational benefits may be passed on re-insurers.
2. The Foundation implements the measures necessary to ensure compliance with data protection requirements. The data is used in accordance with the applicable statutory provisions. More information can be found at [AXA.ch/data-protection-bvg](https://www.axa.ch/data-protection-bvg).

## **Measures to remedy a cover shortage**

Art. 50

The Foundation must at all times provide assurance that it can fulfill its obligations under the Regulations. Should a shortfall in coverage nevertheless occur, the Board of Trustees implements the necessary restructuring measures to remedy the situation. In particular, employers and insured persons may be liable to pay restructuring contributions.

## **Amendment of the Regulations**

Art. 51

Any decisions on amendments to these Regulations rest with the Board of Trustees.

### **Occupational benefits plan**

Art. 52

The Occupational Benefits Fund Commission sets out the occupational benefits plan within the limits imposed by the principles applying to the Foundation. In principle, amendments may enter into force at the beginning of a new calendar year.

### **Transfer of vested benefits if the contract is rescinded in part or in full**

Art. 53

If the affiliation contract is partially or fully rescinded, any benefits to which withdrawing insured persons or pensioners are entitled are transferred to the new occupational benefits institution in cash and not in the form of securities.

Entitlements include:

- the total amount of the withdrawing active insured persons' retirement assets, less any dissolution deduction and less any shortfall in accordance with the Regulations on the partial and total liquidation of occupational benefits funds and on the partial liquidation of a collective foundation
- the sum of the withdrawing disabled insured persons' retirement assets, less any dissolution deduction due under the group insurance contract concluded by the Foundation
- the redemption value for the retired persons withdrawing from the fund, taking into account the provisions of Art. 53e BVG/OPA
- any additional assets of the occupational benefits fund, namely the entitlements in accordance with the Regulations on the partial and total liquidation of occupational benefits funds or on the partial liquidation of a collective foundation, plus any employer contribution reserves.

These assets bear no interest.

### **Place of performance**

Art. 54

The place of performance is the place of residence of the eligible person or their representative in Switzerland or an EU/EFTA country. If no such place of residence exists, benefits are paid at the domicile of the Foundation. Benefits will be paid in Swiss francs.

### **Administration of justice**

Art. 55

Any disputes arising from this contract can be brought only before a Swiss court. The place of jurisdiction is defined in accordance with Art. 73 BVG (OPA).

### **Entry into force**

Art. 56

1. These Regulations enter into force on January 1, 2024, and replace the version of January 1, 2023.
2. The regulations that apply for disability benefits are those that were in place at the time of the onset of the incapacity for work, the cause of which led to disability.
3. If disability benefits end because the person has reached the retirement age defined in the occupational benefits plan at the onset of incapacity for work, retirement capital falls due.
4. If disability benefits end because the insured person dies before having reached retirement age, the death benefits are calculated based on the provisions that were in effect when incapacity for work began, except for the order of beneficiaries as defined in Art. 27.3. The order of beneficiaries in accordance with Art. 27.3 is subject to the current provisions as set out in the Regulations.