CREDIT SUISSE

Pension Fund of
Credit Suisse Group (Switzerland)
Pension Fund Regulations
January 2018

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General Provisions

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1.1 General Information

Art. 1

Name

The "Pension Fund of Credit Suisse Group (Switzerland)" is a staff pension fund as defined by Art. 80 et seq. of the Swiss Civil Code (SCC), and Art. 48(2) and Art. 49(2) of the Swiss Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans (BVG).

Art. 2

Purpose

1) The purpose of the Pension Fund is to insure the employees, together with their dependants and surviving dependants, of Credit Suisse Group AG as well as companies that have close business or financial ties with Credit Suisse Group AG against the financial consequences of retirement, disability and death. The foundation may also make provision in excess of the legally prescribed minimum benefits, including assistance to alleviate hardship caused by illness, accident, disability, or unemployment.

2) Employees of companies that have close business or financial ties with Credit Suisse Group AG may, through a resolution of the Board of Trustees and in agreement with Credit Suisse Group AG, be admitted to the Pension Fund on condition that the foundation is provided with the necessary funds.

Art. 3

Relationship to the BVG

1) The Pension Fund provides mandatory insurance coverage in accordance with the BVG and is entered pursuant to Art. 48 BVG in the register of employee pension funds that is kept by the BVG- und Stiftungsaufsicht des Kantons Zürich (Office for Occupational Insurance and Foundations, BVS).

2) The Pension Fund provides at least the statutory minimum benefits under the BVG. Voluntary insurance of employees under Art. 46 BVG is excluded, subject to Art.16(6). Voluntary insurance of employees under Art. 47(1) BVG is possible.

Art. 4

Liability

The Pension Fund's liabilities are only secured by the Pension Fund's assets. Art. 52 BVG remains reserved.

The Pension Fund is not liable to the insured, retirees or third parties for any consequences arising from their failure to comply with statutory, contractual or regulatory obligations.

Art. 5

Registered office

The registered office of the Pension Fund is in Zurich.

Art. 6

Gender neutrality

All references to persons in these Regulations apply equally to both genders.

1.2 Finances

Art. 7

Income

The income of the Pension Fund is composed of:

a) Contributions from the insured as stipulated in these Regulations
b) Contributions from the employer as stipulated in these Regulations
c) Additional pension benefits purchased by the insured or the employer
d) Restructuring contributions made by the insured or the employer
e) Contributions made by the employer toward administrative costs
f) Donations and legacies
g) Investment income

Art. 8

Purpose of assets

The sole purpose of the assets of the Pension Fund is to cover the Fund's current and future obligations.

Art. 9

Employer's contribution reserve

Within the framework of the tax rules, an affiliated employer may at any time make deposits into an employer's contribution reserve reported separately in the annual financial statements of the Pension Fund, which the Board of Trustees is authorized to access by agreement with the employer in question and in the context of the purpose of the Pension Fund.

In the event of a shortfall in cover, within the framework of the options available under the law, the employer may make additional deposits into a separate account designated as an "employer's contribution reserve subject to waiver of usage" and may also transfer funds from the ordinary employer's contribution reserve into this account.

Art. 10

Annual financial statements

The Pension Fund prepares its annual financial statements as of December 31. Accounting is effected in accordance with Swiss GAAP FER 26 in the version of January 1, 2014.

Art. 11

Actuarial balance sheet

An accredited pensions actuary prepares an actuarial balance sheet as of December 31 of each year for the Board of Trustees.

Art. 12

Shortfall in cover

If the actuarial balance sheet shows a shortfall in cover, the Board of Trustees, in consultation with the accredited pensions actuary, defines the measures necessary to eliminate the deficit. In doing so, it takes account of such factors as the amount of the shortfall, the structure of the assets and liabilities and the age structure of the active and retired insured members, and takes such measures as it deems necessary while ensuring compliance with the legal requirements, including in particular:

a) A temporary increase in the contributions of the insured and the employer
b) A commensurate reduction in future pension benefits, or even in current benefits if necessary
c) The levying of restructuring contributions from retirees through offsetting against current pensions, whereby the contribution may only be levied on the portion of current pensions that was generated as a result of increases not required by law or regulations in the ten years prior to implementation of this measure
d) A temporary waiver of interest payments on the pension and retirement capital, the pension capital supplementary account and the retirement capital supplementary account
e) If the above measures prove insufficient, the interest rate may fall below the minimum BVG interest rate on BVG retirement assets by up to 0.5% for the duration of the shortfall, subject to a maximum period of five years
f) For the duration of the shortfall in cover, the interest rate used to calculate the termination benefits may be reduced to the rate paid on the pension and retirement capital, the pension capital supplementary account and the retirement capital supplementary account
g) Restrictions on the timing and amount of early withdrawals for the purpose of repaying mortgage loans or the denial of such withdrawals altogether

Art. 13 **Financial difficulties of the employer**

The employer is in financial difficulty if the Swiss Financial Market Supervisory Authority FINMA determines that the usual methods are no longer sufficient to meet the employer's capital requirements and that there is therefore a significant risk that the employer will no longer be able to operate its business, or will become insolvent, bankrupt or otherwise unable to pay significant parts of its debt.

In such a situation, FINMA instructs the employer, in accordance with contractual or legal requirements, for example, either to write off progressive component capital instruments, buffer capital instruments and tier 1 and tier 2 instruments, or to convert them to equity of the employer.

If the employer is in a distressed state it may, by giving three months' notice prior to the start of the financial year, temporarily reduce its contribution to the level of the insureds' savings contributions (Standard contribution option). The savings credits and benefits are reduced accordingly. Risk contributions are still due from the employer.

1.3 Organization

Art. 14 **Governing bodies and administration**

1) The governing and administrative bodies of the Pension Fund are:
   a) The Board of Trustees
   b) The Pension Fund management
   c) The auditors
   d) The pensions actuary

2) The Board of Trustees issues organizational regulations that govern all organizational aspects of the Pension Fund.

1.4 Partial and Total Liquidation

Art. 15 **Partial and total liquidation**

1) In the event of partial or total liquidation: In the case of individual withdrawals the insured is individually entitled to the available funds, and in the case of collective withdrawals the insured is individually or collectively entitled to a portion of the available funds. In the event of a shortfall pursuant to Art. 44 BVV 2 and where a refinancing and rescue plan exists, the calculated shortfall amounts are deducted from the individual termination benefits provided the BVG retirement assets remain unaffected. If full termination benefits have already been paid out, the excess amounts transferred must be repaid to the Pension Fund.

2) If several insured transfer collectively to a different pension fund (collective withdrawal), as well as being entitled to the available funds they are also collectively entitled to the actuarial provisions and fluctuation reserves pursuant to Art. 27(h) and 48(e) BVV 2.

3) The preconditions and procedure for partial liquidation are set out in detail in the regulations on partial and total liquidation issued by the Board of Trustees and decreed by the supervisory authority.

II

Provisions Governing Benefits

II – Provisions Governing Benefits

2.1 Beginning and End of Insurance

Art. 16

Beginning of insurance

1) For all employees subject to mandatory insurance under the BVG, insurance cover begins upon commencement of the employment relationship.

2) Employees receiving at least a minimum salary pursuant to Art. 7 BVG from the employer are insured for the risks of death and disability from January 1 of the year following their 17th birthday, and also for retirement benefits from January 1 of the year following their 24th birthday.

3) The following employees are not insured with the Pension Fund:
   a) Employees whose employment contract is limited to three months or less
   b) Employees who, upon commencement of employment, are at least 70% disabled as defined by the IV
   c) Employees who come under Art. 26(a) BVG
   d) Employees whose employer is not obliged to pay AHV contributions
   e) Employees who have already reached or passed AHV retirement age

4) Employees who are partially incapable of engaging in gainful employment upon commencement of the insurance are only insured to the degree that corresponds to their earnings capacity.

5) If a limited employment contract is extended beyond a period of three months, the employee is insured from the date on which the extension of the contract was agreed. If multiple consecutive positions held with the employer continue for a total of more than three months and are not interrupted by more than three months, the employee is insured from the beginning of the fourth month of employment. However, if it is agreed before the employee starts work for the first time that the total period of employment will exceed three months, the employee shall be insured from the beginning of the employment relationship.

6) In exceptional cases, the Pension Fund Management may approve the provision or continuation of insurance for employees paid outside Switzerland. The employer always reports the salary to be insured in Swiss francs.

7) The Pension Fund Management may on request exempt employees from insurance if
   a) they are either not working in Switzerland or are not working there permanently and are adequately insured abroad but are not subject to mandatory insurance against the risks of retirement, death and disability in a country of the European Union, Iceland, Norway, or Liechtenstein;
   b) they are adequately insured with another pension fund.

8) For the duration of a period of unpaid leave, death and disability benefits continue to be insured at their current level for the period of unpaid leave or for two years, whichever is the shorter.

9) Employees who are already drawing a retirement pension from a pension fund are insured again.

10) Employees who are already insured with the Pension Fund cannot additionally insure the salary they receive from another employer with the Pension Fund.

11) Insured who rejoin the Pension Fund are considered to be new members. Insured who transfer from another occupational pension plan of Credit Suisse Group AG to the Pension Fund are also considered to be new members.

Art. 17

End of insurance

1) In general, the insurance ends upon termination of the employment relationship, except if any retirement, disability or survivors' pension becomes due.

2) Pension coverage for the risks of disability and death continue until the employee begins a new employment relationship, but not for longer than one month.

Art. 18 External insurance after termination of the employment relationship

1) Upon termination of the employment relationship, the insured may apply to the Pension Fund Management to remain insured by the Pension Fund on a voluntary basis as an external insured.

2) The Board of Trustees determines the conditions of admission for external insurance (minimum age, years of service).

3) The terms and conditions of insurance are defined in an agreement between the insured and the Pension Fund.

4) The following regulations apply to external insurance:
   a) The pensionable salary at the time of termination of the employment relationship cannot be changed.
   b) The insured are responsible for their own contributions as well as for the employer contributions.
   c) Contributions are paid monthly by direct debit from an account with a bank belonging to Credit Suisse Group.
   d) The external insurance ends
      - at the end of the month in which the insured reaches their 58th birthday;
      - when the insured begins work for another employer on a full-time or part-time basis, and becomes subject to mandatory insurance under the BVG;
      - if contributions cease, at the end of the month for which the last contribution was paid; or
      - a maximum of two years after the beginning of the external insurance.
   e) If the external insurance ends before the insured's 58th birthday, this constitutes a departure and termination benefits are payable.
   f) If the external insurance ends after the insured's 58th birthday, this constitutes retirement and the retirement benefits under the regulations are due.

2.2 Obligations

Art. 19 Reporting obligations of the employer

The employer is obliged to inform the Pension Fund without delay about any changes in the effective salary and to place all necessary salary and personal data at the disposal of all bodies of the Pension Fund charged with providing employee benefits to enable such bodies to process such data in particular with a view to
a) calculating and collecting the contributions;
b) assessing entitlement to benefits, calculating and granting benefits, and coordinating such benefits with those of other social insurance bodies;
c) pursuing a right of recourse against a liable third party; or
d) keeping statistics.

Art. 20 Duty on the part of the Pension Fund to provide information

1) These Pension Fund Regulations are available on the Pension Fund website. On request, any insured or retiree can receive a copy of the current Pension Fund Regulations.

2) The Pension Fund notifies the insured and retirees of amendments to the regulations in a suitable manner.

3) After the end of each financial year, the annual report is made available to the insured in appropriate form.

4) Each insured receives an annual statement showing the contributions paid by them and by the employer, the amount of accrued pension and retirement capital and the assets in the pension capital supplementary account and the retirement capital supplementary account, as well as the prospective retirement, disability and survivors' benefits. In the event of any inconsistencies between the insurance certificate and the present Pension Fund Regulations, the latter shall prevail.

5) Each pension recipient receives an annual pension statement and a tax certificate.

Art. 21 Duty to provide information on joining the Pension Fund

1) On commencement of insurance with the Pension Fund, the insured has a duty to have transferred to the Pension Fund without delay all termination benefits from pension funds of previous employers, as well as all assets in the form of vested benefits accounts or policies.

2) The insured has a duty to disclose to the Pension Fund all information relating to employee benefits insurance, including in particular:
   a) Name and address of previous employer's pension fund and amounts to be transferred to the Pension Fund
   b) Any limitation on the insured's earnings capacity
   c) Health provisos of previous pension funds which have not yet expired
   d) Information on the insured's health, if requested by the Pension Fund

3) The insured is responsible for ensuring that the Pension Fund is provided with information on previous pension and vested benefits relationships, including in particular information on:
   a) The amount of the termination benefits to be transferred on the insured's behalf
   b) The amount of the retirement assets pursuant to Art. 15 BVG
   c) The termination benefits already accrued at age 50
   d) The amount of termination benefits to which the employee would have been entitled at the time of marriage
   e) The first amount of termination benefits that was notified to the employee after the Federal Act on Vesting in Pension Plans (FZG) came into effect as of January 1,1995
   f) The amount of any advance withdrawal of retirement assets from a previous pension plan under the home ownership promotion scheme that has not yet been repaid, as well as the date of the advance withdrawal and details of the residential property concerned
   g) The amount of any pledge of retirement assets under the home ownership promotion scheme, the name of the pledgee, as well as the date of the pledge and the residential property concerned
   h) Pillar 3a assets accrued from contributions paid in at a time when the insured was not a member of any pension fund
   i) The date when the insured first became a member of a Swiss pension fund if they moved to the country from abroad within the last five years
   j) Amounts and dates of voluntary purchases of benefits during the last three years before the beginning of insurance with the Pension Fund
   k) The current retirement pensions paid by a pension fund, and previous capital withdrawals from a pension fund in connection with retirement

Art. 22 General duty to provide information

1) An insured entitled or claiming to be entitled to a disability pension has a duty to arrange for all termination benefits from pension funds of previous employers and all balances in the form of vested benefits accounts and policies to be transferred to the Pension Fund without delay.

2) All material facts with implications for the pension coverage or for the receipt of benefits must be reported to the Pension Fund by the insured or the benefit recipient without delay, including in particular:
   a) The death of an insured or pension recipient
   b) Changes of marital status, such as marriage or remarriage, divorce, death of the spouse, changes relating to the registered partnership as defined by the Registered Partnership Act
   c) Changes of address and changes to payment instructions
   d) Cohabiting partners: evidence demonstrating cohabiting status
   e) Persons who are supported to a considerable extent: evidence of the provision of considerable support
   f) Where insured are entitled to receive disability pensions, information on:
      - Changes to their degree of disability, earnings situation and inability to work
      - Changes in their state of health
      - Reintegration measures
      - The increase, reduction or cessation of payments from other social insurance schemes
      - The commencement or cessation of gainful employment
      - Continued income from gainful employment or replacement income, or any income that the insured can still be reasonably expected to earn

   g) Where insured are entitled to receive disability or survivors' pensions, information on amounts and benefits paid by third parties required to calculate over-insurance and the benefits due from the Pension Fund
   h) Where insured are entitled to receive child's or orphan's pensions, information on
      - the birth, recognition, adoption or death of a child;

- the completion or continuation of the vocational training of any child or orphan between the ages of 18 and 25.

i) Where pension coverage is maintained: any additional income from gainful employment
j) In the event of purchases of benefits or repayment of advance withdrawals under the home ownership promotion scheme, notification of any earnings incapacity
k) Any other information requested by the Pension Fund as evidence of entitlement
l) In the event of external insurance, the commencement of an employment relationship with mandatory insurance under the BVG

Art. 23 Medical examination

1) On admission to the Pension Fund or when benefits are increased, the Pension Fund may order a medical evaluation by the employer-appointed doctor and impose time-limited provisos. The maximum proviso period is five years.

2) Within three months of receiving the medical evaluation or within six months of admission to the Pension Fund at the latest, the Pension Fund notifies the insured in writing whether a proviso is being imposed and informs the insured of its extent and duration. Any proviso is restricted to health impairments diagnosed by the employer-appointed doctor.

3) Where benefit provisos are in place, the Pension Fund may limit its disability or survivors' benefits to the BVG minimum benefits. Benefit provisos do not apply to BVG minimum benefits. The pension coverage acquired with the termination benefits brought into the Pension Fund is not limited.

4) The expired time of a proviso imposed by the previous pension fund is deducted from the new proviso period.

5) Where the possibility of a benefit proviso is being examined in relation to a new member joining the Pension Fund, the new member has provisional pension coverage until such time as they have been notified of any such benefit proviso. If an insured event occurs during the period of provisional pension cover, the Pension Fund provides the pension benefits, taking account of the accrued benefits arising from the termination benefits transferred from the previous pension fund and of any benefit proviso. There is no restriction in the area of BVG minimum benefits. More extensive provisionally insured pension benefits are provided if the insured event is not attributable to a cause predating the start of the provisional pension cover.

6) If the insured becomes disabled or dies during the proviso period due to a cause that can be traced back to a benefit proviso, the proviso applies to the entire duration of the benefits. Consequently, prospective benefits are also affected by the benefit exclusion, insofar as the death cannot be attributed to any other cause.

Art. 24 Breach of disclosure obligations

1) On request, insured are required to submit a written declaration with regard to their state of health.

2) Where the insured has provided false or incomplete information, the Pension Fund may limit its disability or survivors' benefits to the BVG minimum benefits.

3) Once the Pension Fund has received reliable information indicating a breach of the insured's disclosure obligations, it decides whether to impose a benefit proviso or to withdraw from the extra-mandatory pension agreement. The Pension Fund informs the insured within six months of becoming aware of the breach of the disclosure obligations.

Art. 25 Consequences of a breach of obligations

1) The Pension Fund may wholly or partly suspend, reduce or refuse benefits due under the regulations if the AHV/IV reduces, withdraws or refuses a benefit, because the death or disability was caused by gross negligence on the part of the entitled person.

2) The Pension Fund may wholly or partly suspend, reduce or refuse benefits due from it under the regulations, though not the BVG minimum benefits,
   a) in the event of a breach of the obligation to prevent or mitigate damage;
   b) in the event of a breach of the information and disclosure obligations toward the Pension Fund and the employer-appointed doctor;
   c) in the event of a breach of the duty to cooperate or a refusal to undergo any medical evaluation ordered by the employer-appointed doctor or claims reviews by social insurance schemes;
   d) in the event of behavior that is intended to deceive the Pension Fund, or to endanger or violate its interests, as a result of which the Pension Fund can no longer be reasonably expected to pay any benefits.

2.3 Joint Provisions

Art. 26 Over-insurance

1) Benefits from the Pension Fund are reduced if, together with benefits of the same type paid by a third party for the same purpose and on the basis of the same insured event, they result in a replacement income of more than 90% of the presumed lost earnings, or of the effective salary pursuant to Art. 33 applicable prior to retirement.

2) Benefits paid by a third party include:
   a) Benefits under the AHV
   b) Benefits under the IV
   c) Benefits under military insurance
   d) Benefits from mandatory accident insurance
   e) Benefits from equivalent foreign social insurance schemes
   f) Benefits from other Swiss or foreign pension funds, vested benefits institutions or the Auffangeinrichtung BVG (Substitute Occupational Benefit Institution)
   g) Benefits paid by the insurers of liable third parties
   h) Any salary replacement benefits from the employer or an insurance plan, provided that the employer pays at least half of the premiums
   i) In the event of full or partial disability, continuing income from gainful employment or replacement income, or any income that the insured can still be reasonably expected to earn; this does not apply to replacement income earned while taking part in an IV reintegration measure pursuant to Art. 8(a) IVG
   j) On reaching retirement age, retirement benefits from domestic and foreign social insurance and pension funds

3) Disability allowances and integrity payments, severance payments and similar third-party benefits and benefits from accident, life and daily benefits insurance self-financed by the insured are not taken into account in the event of over-insurance.

4) For the purposes of calculating aggregate income, lump-sum payments are converted into pensions in accordance with the Pension Fund's actuarial rates.

5) In the event of a reduction in benefits, all benefits from the Pension Fund are affected to the same extent.

6) Reductions in benefits are reviewed in the event of significant changes to benefits paid by third parties, or if the insured starts to receive a pension or has a pension discontinued. The presumed loss of earnings established when benefit payments start is adjusted in line with the Swiss consumer price index, but cannot fall below the initial amount.

Art. 27 Assignment of claims against third parties

In the event of any liability by a third party to pay compensation owing to the death or injury to health of an insured, the Pension Fund succeeds in law to all claims for compensation (but excluding any claims for satisfaction) on the part of the insured, their surviving dependants or beneficiaries up to the amount of the insurance benefit due from the Pension Fund. If assignment is refused, the Pension Fund will actuarially reduce its extra-mandatory benefits.

Art. 28 Formalities

1) For lump-sum payments of at least CHF 5,000 in accordance with the regulations, voluntary lump-sum payments, cash payouts upon departure, or advance payments to finance home ownership withdrawn by a married person or a person living in a registered partnership, the written consent of the spouse or registered partner is required. For withdrawals of
   a) less than CHF 20,000, the spouse's or registered partner's signature on the declaration of consent must be certified by a notary or official body; the signature may also be certified by having the declaration signed in the presence of a Pension Fund employee at the Pension Fund's registered office.
   b) at least CHF 20,000, the spouse's or registered partner's signature on the declaration of consent must always be certified by a notary.

2) For lump-sum payments of at least CHF 5,000 in accordance with the regulations, voluntary lump-sum payments, cash payouts upon departure, or advance payments to finance home ownership withdrawn by an unmarried person or a person not living in a registered partnership, a current certifcate of civil status is required.

3) The Pension Fund shall not owe any interest on lump-sum payments until the insured has provided a declaration of consent or a current certificate of civil status.

Art. 29 Due date and timing of the payments

1) An insured becomes entitled to benefits under the regulations as soon as all conditions for entitlement have been fulfilled in accordance with the regulations. The pension for the month in which pension entitlement ceases is paid for the full month. If the entitlement takes effect as of January 1, then the regulations that are valid on December 31 of the previous year apply. Lump-sum payments fall due when the entitlement arises.

2) Pension Fund benefits are paid as follows:
   a) Pensions are paid at the end of every month
   b) Lump-sum payments are made within 30 days of the due date, but not before the identity of the entitled persons has been established with certainty
   c) Benefits for beneficiaries pursuant to Art. 61 et seq. are paid after payment of the posthumous salary ends, but under no circumstances before eligibility has been confirmed

3) Benefits do not earn any interest prior to the date of payment pursuant to paragraph 1.

4) Payments from the Pension Fund are made to the payment address specified by the beneficiary in Switzerland, in an EU or EFTA country, or in a country that uses the IBAN standard to process payments. Transaction costs incurred because the payment is transferred to a country that does not use the IBAN standard are borne by the beneficiary, as are currency conversion fees. Payments by the Pension Fund are always made in Swiss francs.

5) The Pension Fund may request proof of entitlement; if no proof is provided, the Pension Fund may postpone the payment of part or all of the benefits.

Art. 30 Cost-of-living adjustments

Retirement, disability and survivors' pensions undergo cost-of-living adjustments commensurate with the financial resources of the Pension Fund. The Board of Trustees decides every year whether pensions can be increased, and if so, to what extent. The decision is explained in the annual report.

Art. 31 Non-assignability and non-seizability of Pension Fund benefits

Claims to unmatured benefits may not be assigned or pledged. The pledging of benefits to finance residential property pursuant to Art. 30(a) et seq. BVG remains reserved.

Art. 32 Reimbursement of benefits

If benefits are shown to have been wrongfully obtained from the Pension Fund, the Pension Fund demands immediate reimbursement. If reimbursement is not possible, the pension is actuarially reduced by the outstanding amount for life. The Pension Fund Management may waive repayment on request if the beneficiary acted in good faith and repayment would lead to severe hardship.

2.4 Financing

Art. 33 Effective salary

The effective base salary corresponds to the annually paid salary types pursuant to Appendix F, insofar as these do not exceed a limit set at ten times the maximum annual AHV retirement pension, or 24 times the maximum annual AHV retirement pension in the case of members of the Executive Board of Credit Suisse Group AG.

Salary types not listed in Appendix F are not taken into account and do not form part of the effective base salary. Art. 3(2) remains reserved.

2) The effective base salary excess corresponds to that portion of the annually paid salary types pursuant to Appendix F that exceeds the limit set at ten times the maximum annual AHV retirement pension, or 24 times the maximum annual AHV retirement pension in the case of members of the Executive Board of Credit Suisse Group AG.

Salary types not listed in Appendix F are not taken into account and do not form part of the effective base salary excess.

The effective base salary and the effective base salary excess combined may not in any given year exceed the absolute limit set at 28 times the maximum annual AHV retirement pension.

3) The effective variable salary corresponds to the paid Award subject to AHV contributions pursuant to Appendix F.

The effective base salary, the effective base salary excess and the effective variable salary combined may not in any given year exceed the absolute limit set at 28 times the maximum annual AHV retirement pension.

4) In the absence of any other provision, the following order of threshold values applies:
   a) The effective base salary takes precedence over the effective base salary excess
   b) The effective base salary and the effective base salary excess both take precedence over the effective variable salary

Art. 34 Pensionable salary

1) The pensionable base salary equals the effective base salary minus a coordination deduction. The coordination deduction equals one-third of the effective base salary, but no more than the maximum annual AHV retirement pension. The minimum pensionable base salary equals the minimum coordinated BVG annual salary pursuant to Art. 8(2) BVG.

2) The pensionable base salary excess is the same as the effective base salary excess as the latter is not coordinated.

3) The pensionable variable salary is the same as the effective variable salary as the latter is not coordinated.

4) The pensionable salary risk component equals the average of the last three pensionable variable salaries.

5) As soon as at least one of the effective salaries pursuant to Art. 33 or the coordination deduction changes as a result of an increase in the maximum annual AHV retirement pension, the corresponding pensionable salary is recalculated retroactively to the date on which the change came into force.

6) If the pensionable salary is adjusted retroactively, the contributions made by the insured and the employer must also be paid retroactively to the date of the change.

Art. 35 Pensionable salary for special employment relationships

1) In the case of part-time employees the pensionable base salary is calculated by revaluing the part-time salary as a full salary, minus the coordination deduction, multiplied by the actual working hours of the employee (expressed as a percentage of the standard number of working hours). The maximum pensionable base salary, the maximum pensionable base salary excess, and the maximum pensionable variable salary are reduced proportionately for part-time employees.

2) A part-time employment relationship does not affect the absolute limit for the use of savings contributions in accordance with Art. 37(8).

3) For insured working on an hourly wage, the coordination deduction is set each month. The coordination deduction equals one-third of the monthly effective base salary, but no more than the maximum monthly AHV retirement pension. The minimum pensionable monthly salary equals one-twelfth of the amount defined by Art. 8(2) BVG.

4) Insured who work exclusively on an hourly wage basis are insured only in pension capital savings. The average of the pensionable salary for the preceding 12 months is used to calculate the benefits for these insured. If the hourly wages have not been insured for a full 12 months, the monthly average will be used.

5) In the case of insured whose employment relationships are remunerated in different ways (permanent employment and work on an hourly wage), benefits arising from the work on an hourly wage are calculated using the average of the pensionable salary from work on an hourly wage for the preceding 12 months. If the hourly wages have not been insured for a full 12 months, the monthly average will be used.

Art. 36 Continuation of pension coverage

1) Insured aged 58 or older whose effective base salary is reduced may, at the time of the salary reduction, request to continue to have their pension coverage based on their effective base salary prior to the salary reduction. The amount of the salary reduction must not exceed 50% and the pensionable salary normally earned for the same or similar work, calculated in relation to full-time working hours, may not be reduced by more than half.

2) The insured pays the full savings and risk contributions of both the employer and employee on the difference between the pensionable base salary before and after the salary reduction.

3) Pension coverage can only continue until the insured reaches the reference age.

4) Continuation of pension coverage ends on taking partial retirement or as soon as the insured starts to receive additional earned income in addition to the reduced effective base salary. The insured must bring this to the attention of the Pension Fund without delay.

Art. 37 Savings and risk contributions

1) Benefits are financed by contributions levied on the pensionable base salary, the pensionable base salary excess and the pensionable variable salary pursuant to Appendix D. The employer pays risk contributions and employer savings contributions, while the insured pays employee savings contributions.

2) The obligation to pay contributions commences upon admission to the Pension Fund and ends
   a) at the end of the month for which the employer pays a salary or salary replacement benefits for the last time;
   b) at the end of the month in which an insured event (retirement, death, disability) occurs;
   c) no later than the end of the month in which the insured reaches the reference age.

3) The savings and risk contributions on the pensionable base salary and the pensionable base salary excess are collected monthly and the contributions on the pensionable variable salary are collected annually.

4) The employee savings contribution is deducted directly from the salary by the employer and paid to the Pension Fund.

5) The insured may annually reset the amount of the employee savings contributions payable on the pensionable base salary, the pensionable base salary excess and the pensionable variable salary. The choice between the Basic, Standard or Top contribution options must be made by December 1 of the current calendar year and applies to the whole of the following calendar year.

6) For insured who have never exercised this option and for new members, the Standard contribution option applies. For insured who do not exercise this option, the last choice of contribution option applies.

7) For the duration of unpaid leave, no contributions are paid on the pensionable base salary or the pensionable base salary excess. However, interest continues to be accrued on retirement savings capital in the pension capital and retirement capital pots and on assets in the pension capital supplementary account and retirement capital supplementary account.

8) The effective base salary, the effective base salary excess, and the effective variable salary are added together to determine which savings and risk contributions are allocated to the pension capital savings and which to the retirement capital savings.
   a) If the sum obtained amounts to a maximum of 4.5 times the maximum annual AHV retirement pension, all contributions levied shall be allocated to the pension capital.
   b) If the sum obtained exceeds 4.5 times the maximum annual AHV retirement pension, the contributions
      - levied on a total effective salary of up to 4.5 times the maximum annual AHV retirement pension are allocated to the pension capital savings;
      - levied on a total effective salary that exceeds 4.5 times the maximum annual AHV retirement pension are allocated to the retirement capital savings.

Art. 38 Retirement savings capital

For insured and recipients of a disability pension, pension capital – and, if the effective salary exceeds the limit of 4.5 times the maximum AHV retirement pension, additional retirement capital – is formed. This consists of
a) the employer and employee savings contributions;
b) the termination benefits credited;
c) amounts paid in to purchase benefits;
d) voluntary assets paid by the employer;
e) any repayments of advance withdrawals under the home ownership promotion scheme;
f) any transfers of termination benefits as a result of a divorce;
g) interest;
reduced by
h) any advance withdrawals under the home ownership promotion scheme; and
i) payment of termination benefits as a result of a divorce decree.

Art. 39 "Early retirement" accounts

1) Taking retirement before reaching the reference age results in additional financing options which can be covered by purchasing additional benefits in the pension capital supplementary account and the retirement capital supplementary account.

2) For the pension capital supplementary account, there is the option to buy out a pension reduction in the event of early retirement and also to finance an AHV bridging pension. For insured still under the age of 58, the costs consist of
   a) the difference between the retirement pension upon retirement at age 58 and the retirement pension upon retirement at the reference age of 65; and
   b) the maximum AHV bridging pension between the age of 58 and the reference age of 65.

3) For the retirement capital supplementary account, there is the option of funding the difference between the retirement capital upon retirement at the age of 58 and the retirement capital upon retirement at the reference age of 65.

4) For insured aged 58 and above, the maximum amount is determined on the basis of immediate retirement.

Art. 40 Credited termination benefits

1) The following are regarded as credited termination benefits:
   a) Termination benefits from previous pension funds, vested benefits institutions and the Auffangeinrichtung BVG (Substitute Occupational Benefit Institution)
   b) Assets transferred from other recognized forms of pension provision (Pillar 3a)
   c) Transfers from pension funds and termination benefits resulting from divorce

2) If the sum of the effective base salary, the effective base salary excess, and the effective variable salary does not exceed 4.5 times the maximum AHV retirement pension, credited termination benefits are booked into the pension capital.

3) If the sum of the effective base salary, the effective base salary excess, and the effective variable salary exceeds 4.5 times the maximum AHV retirement pension, credited termination benefits
   a) are booked into the pension capital, whereby the maximum amount that can be paid into the pension capital corresponds to the maximum individual pension capital minus the existing pension capital at the time at which payment is received;
   b) are booked into the retirement capital, insofar as they exceed the maximum amount that can be paid into the pension capital at the time at which payment is received.

Art. 41 Purchasing additional pension benefits

1) Once the insured has transferred all termination benefits from the pension funds of previous employers to the Pension Fund, along with all assets in the form of vested benefits accounts or policies, the employer and the insured are only able to purchase additional benefits in the Pension Fund until the occurrence of an insured event.

2) Insured who have made advance withdrawals under the home ownership promotion scheme are only able to purchase additional benefits once the amount withdrawn in advance has been repaid in full.

3) Termination benefits paid out or transferred as the result of a divorce may be repurchased in full or in part, whereby the amounts paid in accordance with Art. 22(c)(1) FZG are allocated to the retirement assets in accordance with Art. 15 BVG and to the remaining retirement savings in the same ratio as the benefits paid out.

4) The terms and conditions for voluntary purchases also apply for sums paid into the Pension Fund by the employer to the insured's benefit.

5) In the event of disability, no further purchases of additional benefits can be made once the insured becomes entitled to a disability pension.

6) If all conditions are met, voluntary purchases are used for pension capital savings (in the following order: pension capital and pension capital supplementary account). If the purchase options set out in Art. 42(3) and (4) are available at the time of the voluntary purchase, the insured is able to decide whether the voluntary purchase should be used for the retirement capital savings (in the following order: retirement capital and retirement capital supplementary account).

7) The insured can make a maximum of four purchases into the Pension Fund per year. Purchases of additional benefits by the insured are booked with the value date of receipt.

8) The final date for purchases is December 1 of each calendar year. Retroactive value dates are not permissible. Purchases credited to the wrong account or not received by the Pension Fund until after December 1 do not qualify for processing in the relevant tax period. These purchases will be returned.

9) The insured is responsible for clarifying the tax-deductibility of purchases. Where purchases of additional benefits have been made by the insured or the employer, any benefits paid out in the form of a lump sums within the next three years may result in tax consequences, the burden of which is borne by the insured.

10) For the first five years after joining a Swiss pension fund, insured who move, or have moved, to Switzerland from abroad and who prior to their relocation had never belonged to a pension fund in Switzerland are restricted to a maximum total purchase during any single year of 20% of the sum of the pensionable base salary, the pensionable base salary excess and the pensionable salary risk component.

11) For insured who already receive second-pillar benefits, or who have received such benefits, the maximum possible retirement savings capital is counted toward the potential for purchasing additional benefits as of the date they joined the Pension Fund.

12) The Pension Fund informs the insured of the consolidated maximum amount of additional benefits that may be purchased at least once a year or whenever there is any change in the pension benefits.

13) The maximum purchase amount also applies at the time when an insured event occurs.

Art. 42 Purchasing pension capital and retirement capital

1) Taking account of the chosen contribution option, the total maximum individual pension capital is equal to the sum of the following three items:
   a) Pensionable base salary multiplied by the "purchase 1" rate
   b) Pensionable base salary excess multiplied by the "purchase 2" rate
   c) Pensionable salary risk component multiplied by the "purchase 2" rate

   In this case, the sum of the effective base salary, effective base salary excess, and effective variable salary must not exceed 4.5 times the maximum AHV retirement pension.

2) The maximum amount that can be paid into the pension capital is equal to
   a) the total maximum individual pension capital;
   b) minus the available pension capital at the time of the purchase.

3) Taking account of the chosen contribution option, the total maximum individual retirement capital is equal to the sum of the following three items:
   a) Pensionable base salary multiplied by the "purchase 1" rate
   b) Pensionable base salary excess multiplied by the "purchase 2" rate
   c) Pensionable salary risk component multiplied by the "purchase 2" rate

   minus the maximum individual pension capital.

4) The maximum amount that can be paid into the retirement capital is equal to
   a) the maximum individual retirement capital
   b) minus the available retirement capital at the time of the purchase

Art. 43 Purchasing additional benefits in the pension capital supplementary account

1) It is only possible to purchase additional benefits in the pension capital supplementary account once the maximum additional benefits have been purchased for the pension capital.

2) Taking account of the chosen contribution option, the total maximum individual assets in the pension capital supplementary account are equal to the sum of the following four items:
   a) The cost of the maximum AHV bridging pension in accordance with the "AHV bridging pension" rate
   b) Pensionable base salary multiplied by the "purchase for early retirement 1" rate
   c) Pensionable base salary excess multiplied by the "purchase for early retirement 2" rate
   d) Pensionable salary risk component multiplied by the "purchase for early retirement 2" rate

   In this case, the sum of the effective base salary, the effective base salary excess, and the effective variable salary must not exceed 4.5 times the maximum AHV retirement pension.

3) The maximum individual amount that can be paid into the pension capital supplementary account is equal to
   a) the total maximum individual assets in the pension capital supplementary account
   b) minus the existing assets in the pension capital supplementary account at the time of the purchase.

4) If the insured waives the option of early retirement, the maximum benefits permitted under the regulations at the time of retirement may not be exceeded by more than 5%. The excess capital in the pension capital supplementary account reverts to the Pension Fund.

Art. 44 Purchasing additional benefits in the retirement capital supplementary account

1) It is only possible to purchase additional benefits in the retirement capital supplementary account once the maximum additional benefits have been purchased for the retirement capital.

2) Taking account of the chosen contribution option, the total maximum individual assets in the retirement capital supplementary account are equal to the sum of the following three items:
   a) Pensionable base salary multiplied by the "purchase for early retirement 3" rate
   b) Pensionable base salary excess multiplied by the "purchase for early retirement 4" rate
   c) Pensionable salary risk component multiplied by the "purchase for early retirement 4" rate

3) The maximum individual amount that can be paid into the retirement capital supplementary account is equal to
   a) the total maximum individual assets in the retirement capital supplementary account;
   b) minus the existing assets in the retirement capital supplementary account at the time of the purchase.

4) If the insured waives the option of early retirement, the maximum benefits permitted under the regulations at the time of retirement may not be exceeded by more than 5%. The excess capital in the retirement capital supplementary account reverts to the Pension Fund.

Art. 45 Interest

1) At the end of the calendar year, the pension capital and the retirement capital are credited with
   a) the interest on the pension capital and the retirement capital on the basis of the balance at the end of the previous year; and
   b) the savings contributions without interest for the past calendar year.

   All additions and withdrawals earn interest on a pro rata basis. This interest, together with the savings contributions without interest, is added to the pension capital and retirement capital at the end of each calendar year or on the date on which the insured leaves the Pension Fund.

2) At the end of the calendar year, the assets in the pension capital supplementary account and retirement capital supplementary account are credited with the interest on the assets based on the balance at the end of the previous year.

   All additions and withdrawals earn interest on a pro rata basis. This interest is added to the assets in the pension capital supplementary account and retirement capital supplementary account at the end of the calendar year or on the date on which the insured leaves the Pension Fund.

3) At the end of each calendar year, the Board of Trustees sets the following interest rates for the pension capital and the retirement capital, as well as for the assets held in the pension capital supplementary account and the retirement capital supplementary account:
   a) The interest rate for the current financial year for those insured who are members of the Pension Fund on December 31 of the current year
   b) The interest rate for those insured who leave the Pension Fund or retire during the following calendar year (prospective interest rate)

2.5 Insurance Benefits

Art. 46

Overview of insurance benefits

Retirement benefits
- Retirement pension
- Retiree's child's pension
- AHV bridging pension
- Retirement capital

Disability benefits
- Disability pension
- Disabled person's child's pension
- Disability bridging pension
- Lump-sum payment in the event of disability
- Waiver of contributions

Death benefits
- Surviving spouse's pension
- Cohabiting partner's pension
- Divorced spouse's pension
- Orphan's pension
- Lump sum payable at death

Special benefits
- Support pension
- Benefits in the event of divorce
- Benefits payable when leaving the company
- Promotion of home ownership

2.5.1 Retirement Benefits

Art. 47

General provisions relating to retirement benefits

1) The insured reach the reference age at the end of the month in which they turn 65. On reaching the reference age, the insured are entitled to a retirement pension without deductions or supplements.

2) Insured whose employment relationship ends between the ages of 58 and 70 are entitled to retirement benefits. There is no entitlement to a retirement pension, however, if the termination of the employment relationship is followed by a new employment relationship between the employer and the insured and there is no significant interval between the two employment relationships.

3) In the event of corporate restructuring, the Board of Trustees may provide for retirement benefits to be drawn earlier on request, but not before reaching age 55.

4) For insured who are able to work, entitlement to retirement benefits begins on the first day of the month following the termination of their employment relationship. For insured who are unable to work, entitlement to retirement benefits begins on the first day of the month after they exhaust their entitlement to continuing salary payments and benefits under insurance against loss of earnings and there is no entitlement to a disability pension.

5) If the employment relationship largely continues beyond the reference age, the insured may postpone drawing benefits until age 70 at the latest. During the pension deferral period no further contributions under the regulations are collected. The pension capital and retirement capital continue to accrue interest.

6) For recipients of disability pensions, entitlement to retirement benefits commences upon reaching the reference age.

7) Entitlement to a retirement pension ceases at the end of the month following the death of the entitled party.

8) If the insured becomes unable to work during the pension deferral period, they retire on the first of the month after the beginning of their earnings incapacity.

9) For the purposes of determining death benefits, insured who die during the pension deferral period are regarded as pension recipients from the first day of the month following the date of their death.

Art. 48 Retirement pension

1) The basis for determining the amount of the retirement pension is the "effective pension capital." This consists of the pension capital available at the time of retirement and the assets held in the pension capital supplementary account, less any voluntary lump-sum payment.

2) The amount of the annual retirement pension is calculated as follows: the "effective pension capital" multiplied by the "conversion rates for retirement pensions" rate corresponding to the insured's age.

3) At the time of retirement, the retirement pension may not exceed the lower of the two following totals:
   a) individual maximum amount equal to the sum of the pensionable base salary, the pensionable base salary excess and the pensionable salary risk component;
   b) absolute maximum amount equal to 3.5 times the maximum AHV retirement pension.

4) In the event of partial retirement or retirement from all remaining employment, the limit pursuant to section 3) b) applies proportionally to a retirement pension extrapolated to a level of employment of 100%.

5) If the annual retirement pension prior to the purchase of an AHV bridging pension amounts to less than 10% of the minimum AHV retirement pension, it is paid out as a lump sum in accordance with the regulations.

Art. 49 AHV bridging pension

1) Prospective retirees may purchase an AHV bridging pension for the period between the date of their retirement and the date on which they reach AHV retirement age. Retirees are free to choose the amount of this bridging pension, provided it does not exceed the maximum AHV retirement pension. The AHV bridging pension remains unchanged for the entire term.

2) An insured who has taken full retirement and is receiving an AHV bridging pension cannot at the same time receive a full disability bridging pension and vice versa.

3) The AHV bridging pension is paid from the same date as the retirement pension.

4) If the insured draws an AHV bridging pension, the "effective pension capital" is reduced by the following amount depending on the duration of the bridging pension: the amount of the AHV bridging pension multiplied by the "receipt of an AHV bridging pension" rate. The insured has the option of reversing this reduction by repurchasing the shortfall until reaching retirement age.

5) If the recipient of an AHV bridging pension dies while still drawing the bridging pension, the cash value of the portion of the AHV bridging pension not yet drawn is paid out to the entitled persons under Art. 66 in the form of a lump-sum payment in accordance with the regulations. The amount is calculated according to the "receipt of an AHV bridging pension" rate.

Art. 50 Retiree's child's pension

1) The retiree is entitled to a retiree's child's pension for each child that would be entitled to claim an orphan's pension under the regulations in the event of the retiree's death. No retiree's child's pension is paid for foster children who were not fostered in the joint household until after the insured became entitled to a retirement pension. An exception is made for the children of the spouse or of a cohabiting partner who is entitled to a pension.

2) The retiree's child's pension is paid from the same date as the retirement pension.

3) Entitlement to a retiree's child's pension ceases if the retirement pension forming the basis for the entitlement ceases to be paid, or at the latest at the point when the child would no longer be entitled to an orphan's pension under the regulations.

4) The retiree's child's pension amounts to the following percentages of the insured's retirement pension:
   a) 15% for one child
   b) 30% for two children
   c) 45% for three or more children

   Art. 17(2) and Art. 21(3) and (4) BVG apply when calculating the division of pension assets in the event of divorce.

Art. 51 Lump-sum withdrawals upon retirement

1) At the time of retirement, the insured may request a voluntary lump-sum payment from the pension capital and the assets in the pension capital supplementary account. This may amount to
   a) up to 50% of the proportion of the accrued assets to a maximum of 35 times the maximum AHV retirement pension, and
   b) up to 100% of the proportion of the accrued assets which exceed 35 times the maximum AHV retirement pension.

   The insured must submit a written application for the withdrawal of the voluntary lump-sum payment to the Pension Fund no later than one month before retirement.

2) Where there is justification for doing so, the Board of Trustees may consent to a larger voluntary lump-sum withdrawal. The Board of Trustees only gives its consent if it believes that a larger voluntary lump-sum withdrawal is in the interest of the eligible person and the common good.

   The insured must submit a written application for the withdrawal of a larger voluntary lump-sum payment to the Pension Fund no later than six months before retirement.

3) Payment of a lump sum results in a reduction in the retirement pension and therefore also entails a reduction in the prospective survivors' benefits.

4) The retirement capital and the assets in the retirement capital supplementary account are always paid out as a lump sum under the regulations.

Art. 52 Partial retirement

1) An insured who has reached the earliest possible retirement age may take partial retirement, provided that the level of employment is reduced by at least 20% of full-time employment and the remaining employment amounts to at least 20% of full-time employment.

2) Partial retirement is not an option for insured working for hourly wages.

3) A maximum of three stages of partial retirement are permitted, the third of which must be retirement from all remaining employment.

4) Partial retirement results in termination of any pension coverage pursuant to Art. 36.

5) Where an employee takes partial retirement, the pension capital and retirement capital corresponding to the technical degree of retirement are due. The technical degree of retirement is the ratio between the reduction in the degree of employment and the degree of employment prior to the reduction. Retirement benefits are due for the portion corresponding to the technical degree of retirement and the insured is regarded as a retiree to the extent of the benefits received. For the remaining portion, the insured continues to be regarded as an active insured.

6) Where an insured has taken partial retirement, the following parameters are set on a pro rata basis:
   a) Pursuant to Art. 37(1), the collection of contributions on the pensionable base salary, the pensionable base salary excess and the pensionable variable salary
   b) Pursuant to Art. 42, Art. 43 and Art. 44, the maximum purchases
   c) Pursuant to Art. 48(1), the individual maximum retirement pension
   d) Pursuant to Art. 48(3), the absolute maximum retirement pension
   e) Pursuant to Art. 49, the maximum AHV bridging pension
   f) Pursuant to Art. 51, the limits in the case of a voluntary lump-sum withdrawal

2.5.2 Disability Benefits

Art. 53

General provisions relating to disability benefits

1) Inability to work is defined as the insured's full or partial inability to perform the work expected of them in their previous profession or area of work as a result of an impairment to their physical or mental health. For longer periods of incapacity, the work that could be reasonably expected of the insured in another profession or area of work is also taken into account.

2) Earnings incapacity is the insured's full or partial loss of earnings capacity in a relevant balanced labor market as a result of an impairment to the insured's physical or mental health, following reasonable treatment and integration attempts. The assessment of earnings incapacity is based solely on the consequences of the impairment to the insured's health. The insured is only deemed to have earnings incapacity if these consequences are found to be insurmountable from an objective point of view.

3) Inability to work, earnings incapacity, and disability relate to the sphere of gainful employment.

4) The Pension Fund decides whether a case of disability exists and if so to what extent and since when. The decision is in any event based on an order of the Federal Disability Insurance (IV) or a medical assessment by the Pension Fund's employer-appointed doctor. The Pension Fund is entitled to pass medical and other documents relevant to the case to the employer-appointed doctor.

5) If the insured or persons receiving a disability pension refuse to allow themselves to be examined by the employer-appointed doctor as ordered by the Pension Fund or if they refuse to register with the IV, the Pension Fund may withhold or suspend the benefits.

6) Persons receiving a disability pension are obliged to notify the Pension Fund without delay of changes in the degree of their disability or any income from gainful employment.

7) The degree of disability is subject to periodic review. When conducting reviews, the Pension Fund is also entitled to pass medical and other documents relevant to the case to the Pension Fund's employer-appointed doctor. If the degree of disability or the extent of the earnings incapacity changes, the Pension Fund may adjust or cancel the disability pension.

Art. 54

Disability pension

1) Insured who suffer from a disability of at least 25% for reasons of ill health and who had been insured with the Pension Fund at the time when they became unable to work for the same reason that led to the disability are eligible for a disability pension.

2) The insured is entitled to a disability pension based on the degree of disability, which must be at least 25%. If an existing recipient of a disability pension experiences an improvement in the ability to work, resulting in a reduction in the degree of disability, the entitlement to a ¼ disability pension is preserved as long as the degree of disability does not fall below 20%.

3) A degree of disability of at least:
   a) 70% results in entitlement to a full disability pension
   b) 60% results in entitlement to a ¾ disability pension
   c) 50% results in entitlement to a ½ disability pension
   d) 25% results in entitlement to a ¼ disability pension

4) The amount of the full disability pension is calculated on the basis of the sum of:
   a) 65% of the pensionable base salary

b) 45% of the pensionable base salary excess
c) 45% of the pensionable salary risk component

Calculations are based on the last pensionable salaries before the onset of the inability to work.

5) Entitlement to a disability pension begins as soon as the insured no longer receives any salary or salary replacement benefits amounting to at least 80% of the lost salary, for which the employer had paid at least half of the premiums. Prior to the end of the 730-day waiting period, the benefits due shall not exceed the BVG minimum benefits.

6) Entitlement to a disability pension ends on the death of the recipient of a disability pension, on cessation of the disability, if the degree of disability falls below 20% (subject to reintegration pursuant to Art. 8(a) IVG), or at the latest when the recipient of a disability pension reaches the reference age.

7) If the annual disability pension amounts to less than 10% of the minimum AHV retirement pension, it is paid out in the form of a lump-sum payment under the regulations.

8) For recipients of disability pensions, retirement benefits pursuant to the regulations are due from the first day after reaching the reference age.

Art. 55 Disability bridging pension

1) The disability bridging pension is an advance on the IV disability pension.

2) Entitlement to a disability bridging pension is determined according to the insured's entitlement to a disability pension from the Pension Fund. Recipients of disability pensions are entitled to disability bridging pensions providing they have registered with the IV.

3) A degree of disability of at least:
   a) 70% results in entitlement to a full disability bridging pension
   b) 60% results in entitlement to a ¾ disability bridging pension
   c) 50% results in entitlement to a ½ disability bridging pension
   d) 25% results in entitlement to a ¼ disability bridging pension

4) The full disability bridging pension amounts to the Pension Fund's full disability pension but does not exceed the full IV disability pension.

5) Entitlement to a disability bridging pension ceases when payment of the IV disability pension starts, when the disability pension from the Pension Fund ceases, upon the death of the disability pension recipient, or at the latest when the disability pension recipient reaches normal AHV retirement age.

6) Recipients of a full disability bridging pension cannot at the same time take full retirement and receive a full AHV bridging pension or vice versa.

7) If the IV makes retroactive payments for the same period for which the Pension Fund has paid advance benefits, the Pension Fund is authorized to claim reimbursement from the official agencies up to a maximum of the amount of the benefits provided.

Art. 56 Disabled person's child's pension

1) The disability pension recipient is entitled to a disabled person's child's pension for each child that would be entitled to claim an orphan's pension under the regulations in the event of their death. No disabled person's child's pension is paid for foster children who were not fostered in the joint household until after the insured became entitled to a disability pension. An exception is made for the children of the spouse or of a cohabiting partner who is entitled to a pension.

2) The disabled person's child's pension is paid from the same date as the disability pension.

3) Entitlement to a disabled person's child's pension ceases if the disability pension forming the basis for the entitlement ceases to be paid, or at the latest at the point when the child would no longer be entitled to an orphan's pension under the regulations.

4) The disabled person's child's pension amounts to the following percentages of the disability pension paid from the pension capital savings:
   a) 15% for one child
   b) 30% for two children
   c) 45% for three or more children

Art. 57 **Lump-sum payment**

Upon the onset of disability, the assets held in the pension capital supplementary account and the retirement capital supplementary account are paid out as a lump-sum payment under the regulations.

Art. 58 **Waiver of contributions**

1) If an insured is unable to work for an uninterrupted period of 365 days, the employer and insured shall no longer be required to pay contributions from the 366th day of the insured's inability to work. Contributions continue to be waived in the event of disability. The Pension Fund continues to add the employer and employee savings contributions to the pension capital and the retirement capital in accordance with the Standard contribution option including interest.

2) The basis for the payment of contributions by the Pension Fund is the pensionable base salary, the pensionable base salary excess and the pensionable variable salary prior to the onset of the inability to work. Contributions are waived in respect of that portion of the salary that can no longer be earned, which corresponds to the degree of inability to work.

3) If the insured becomes temporarily able to work again and if this ability to work does not last longer than one year, the waiting period for the waiver of contributions does not start again, provided that the cause for the inability to work is the same.

4) If the inability to work resulting in disability starts while the insured is on unpaid leave, the basis for the waiver of contributions is the pensionable base salary, the pensionable base salary excess and the pensionable variable salary prior to the start of the unpaid leave.

5) The right to a waiver of contributions expires in whole or in part if the insured's inability to work ends in full or in part, the insured's claim to the Pension Fund's disability pension expires in whole or in part, IV stops paying benefits, or the insured or the recipient of a disability pension dies and, at the latest, when the insured reaches the reference age.

6) In the case of insured working for an hourly wage, the savings contributions are calculated on the basis of the average of the last twelve pensionable base salaries prior to the onset of the inability to work.

Art. 59 **Reintegration under Art. 26(a) BVG**

1) As long as an insured or a recipient of a disability pension is receiving an IV transitional benefit during a reintegration trial pursuant to Art. 8(a) IVG, entitlement to insurance and benefits from the Pension Fund is maintained even if the trial employment is with an employer that is not affiliated to the Pension Fund.

2) If the disability pension is reduced or canceled after a reduction in the degree of disability, the insured or the recipient of a disability pension continues to be insured with the Pension Fund on the same terms and conditions for three years, provided that
   a) the insured participated in reintegration measures pursuant to Art. 8(a) IVG prior to the reduction or cancellation of the transitional pension; or
   b) the transitional pension was reduced or canceled because of the resumption of gainful employment or because of an increase in the degree of employment.

3) During the period of continued insurance coverage or maintenance of benefit entitlements, the Pension Fund may reduce the disability pension to the extent that the reduction is offset by additional income of the insured or the recipient of the disability pension.

Art. 60 **Partial disability**

1) In cases of partial disability, the pension capital, the retirement capital, plus the assets in the pension capital supplementary account and the retirement capital supplementary account are distributed according to the technical degree of disability. The technical degree of disability is the ratio between the reduction in the degree of employment and the degree of employment prior to the reduction. For

the portion corresponding to the technical degree of disability, the insured is regarded as a recipient of a disability pension. For the remaining portion, the insured continues to be regarded as an active insured.

2) In cases of partial disability, the following parameters are set on a pro rata basis:
   a) Pursuant to Art. 37(1), the collection of contributions and pursuant to Art. 58(2), the waiver of contributions on the pensionable base salary, the pensionable base salary excess and the pensionable variable salary
   b) Pursuant to Art. 42, Art. 43 and Art. 44, the maximum purchases
   c) Pursuant to Art. 57, the assets in the pension capital supplementary account and in the retirement capital supplementary account for lump-sum payments under the regulations

3) If the employment relationship of an active insured who is entitled to a partial disability pension from the Pension Fund ends, a departure is processed for the active portion of the pension capital and the retirement capital and the assets in the pension capital supplementary account and the retirement capital supplementary account that were not taken into account in the calculation of the disability pension.

2.5.3 Death Benefits

Art. 61

General provisions relating to survivor's benefits

1) A registered partnership in accordance with the Federal Act on the Registration of Partnerships for Same-Sex Couples (PartG) is placed on an equal footing with a marriage.

2) Cohabiting partners claiming entitlement to benefits from the Pension Fund must provide evidence showing that they meet the preconditions for recognition as a cohabiting partner within the meaning of these regulations. Cohabiting partners as defined in the regulations are recognized as such if they meet all of the following conditions:
   a) They are neither married nor in a registered partnership with the insured, retiree or recipient of a disability pension, or with any other person
   b) They are not related to the insured, retiree or recipient of a disability pension within the meaning of Art. 95 SCC
   c) They were living in a joint household with the insured, retiree or recipient of a disability pension for at least three years without interruption immediately prior to the occurrence of the insured event
   d) For there to be entitlement to a cohabiting partner's pension, a copy of the Pension Fund's own notarized Cohabiting Partner Contract must have been submitted to the Pension Fund during the insured's lifetime.

3) Support to a considerable extent is deemed to have been provided if all of the following conditions are fulfilled:
   a) The insured, retiree or recipient of a disability pension met at least half the living costs of the person receiving support
   b) The financial support provided by the insured, retiree or recipient of a disability pension had been provided on a regular basis for at least three years at the time when the notification was submitted to the Pension Fund
   c) The Pension Fund's own Support Contract was submitted to the Pension Fund during the insured's lifetime

   4) Cohabiting partners or persons receiving support to a considerable extent do not have any entitlement to survivors' benefits if they already receive a widow's or widower's pension.

Art. 62 Surviving spouse's pension

1) Surviving spouses of a deceased insured, retiree or recipient of a disability pension are entitled to a surviving spouse's pension if they
   a) are responsible for the maintenance of one or more children pursuant to Art. 65(2), or
   b) have reached the age of 45 at the time of the death of the insured (or recipient of a retirement or disability pension) and the marriage lasted for at least three years. If the spouses lived in a cohabiting partnership in accordance with Art. 61(2)(a)-(d) immediately prior to their marriage, this period counts toward the duration of the marriage.

2) Entitlement to a surviving spouse's pension begins on the first day of the month after payment of the deceased's salary, posthumous salary, retirement pension or disability pension ends.

3) Entitlement to a surviving spouse's pension lapses at the end of the month in which the surviving spouse dies or remarries. If the marriage entered into is dissolved before ten years have elapsed without any surviving spouse's benefits being due, the entitlement to claim benefits from the Pension Fund is reinstated.

4) The surviving spouse's pension amounts to $66\frac{2}{3}$% of the insured disability pension in the case of a deceased insured, and $66\frac{2}{3}$% of the retirement or disability pension paid in the case of a deceased retiree or recipient of a disability pension.

   The calculation is subject to Art. 21(3) BVG in the case of the division of pension assets following divorce.

5) If the surviving spouse is more than ten years younger than the deceased spouse, the pension payable to the surviving spouse is reduced by 0.25% for each month exceeding the ten-year difference in age. This reduction is reduced by $\frac{1}{240}$ for each full month of marriage.

6) Surviving spouses who are not entitled to a surviving spouse's pension receive a settlement by way of a lump-sum payment under the regulations which is equal to three annual surviving spouse's pension payments.

Art. 63 Cohabiting partner's pension

1) Upon the death of an insured, retiree or recipient of a disability pension, a surviving cohabiting partner within the meaning of Art. 61(2)(a)-(d) is entitled to a cohabiting partner's pension if they
   a) are responsible for the maintenance of one or more shared children pursuant to Art. 65(2), or
   b) have reached the age of 45 at the time of death of the insured, retiree or recipient of a disability pension.

2) Entitlement to a cohabiting partner's pension begins on the first day of the month after payment of the deceased's salary, retirement pension or disability pension ends.

3) Entitlement to a cohabiting partner's pension ends at the end of the month in which the surviving cohabiting partner dies or marries. If the marriage entered into is dissolved before ten years have elapsed without any surviving spouse's benefits being due, the entitlement to claim benefits from the Pension Fund is reinstated.

4) The cohabiting partner's pension amounts to $66\frac{2}{3}$% of the insured disability pension in the case of a deceased insured, and $66\frac{2}{3}$% of the retirement or disability pension paid in the case of a deceased retiree or recipient of a disability pension.

5) If the surviving cohabiting partner is more than ten years younger than the deceased cohabiting partner, the pension payable to the surviving cohabiting partner is reduced by 0.25% for each month exceeding the ten-year difference in age. This reduction is reduced by $\frac{1}{240}$ for each full month of the cohabiting partnership.

6) If the insured, retiree or recipient of a disability pension is married at the time of death, any simultaneous entitlement to a cohabiting partner's pension is excluded.

Art. 64

Divorced spouse's pension

1) Surviving divorced spouses of a deceased insured, retiree or recipient of a disability pension are entitled to a "divorced spouse's pension" if all of the following conditions are met:
   a) the marriage lasted for at least ten years; and
   b) the divorce decree awarded them a pension in accordance with Art. 124(e)(1) or Art. 126(1) of the SCC; and
   c) the surviving divorced spouse is responsible for the maintenance of at least one child or is over the age of 45.

2) Divorced spouses are entitled to survivor's benefits insofar as a pension has been awarded in accordance with the divorce decree. Otherwise, Art. 20 BVV 2 applies.

3) Entitlement to a divorced spouse's pension begins on the first day of the month following the death of the insured, retiree or recipient of a disability pension.

4) Entitlement to a divorced spouse's pension ends at the end of the month in which the divorced spouse dies or remarries.

5) The divorced spouse's pension corresponds to the lost personal maintenance payment awarded in the divorce decree, less any benefits paid by third parties, but not exceeding the surviving spouse's pension under the BVG.

6) After the transfer of part of the termination benefits in the event of divorce, the subsequent repurchase of retirement benefits by the insured has no effect on any pension paid to the divorced spouse.

Art. 65

Orphan's pension

1) In the event of the death of an insured, retiree or recipient of a disability pension, each child is entitled to an orphan's pension, if
   a) the child is still under 18; or
   b) is in education or training, and is still under 25.

2) For the purposes of these regulations, children are defined as children within the meaning of Art. 252 et seq. SCC and foster children within the meaning of Art. 49 AHVV whom the insured cared for and brought up over the long term in a joint household and without receiving remuneration.

3) Entitlement to an orphan's pension begins on the first day of the month after payment of the deceased's salary, posthumous salary, retirement pension or disability pension ends, but not before the first day of the month following the child's birth.

4) No child's or orphan's pension is paid for a foster child taken into the care of a joint household after the insured became entitled to a retirement or disability pension. An exception is made for the children of the spouse or of a cohabiting partner who is entitled to a pension. Foster children resident abroad are entitled to an orphan's pension for as long as orphan's pensions are paid by the AHV/IV.

5) Entitlement to an orphan's pension ends at the end of the month in which the child turns 18. If the child is in education or training, entitlement continues until the end of the month in which the education or training is completed, but not beyond the end of the month in which the child turns 25. If the child dies before turning 18 or 25, entitlement ceases at the end of the month following his or her death.

6) The amount of the orphan's pension corresponds to the following percentages of the insured disability pension in the pension capital savings or the pension being drawn from the pension capital savings by the retiree or disability pension recipient:
   a) 20% for one orphan
   b) 40% for two orphans
   c) 60% for three or more orphans. If there are three or more orphans, the pension entitlement is divided equally among all the entitled orphans.

   The calculation is subject to Art. 21(3) and (4) BVG in the case of the division of pension assets following divorce.

Art. 66 Lump sum payable at death

1) Upon the death of an insured, retiree or recipient of a disability pension, the beneficiaries are paid an additional lump-sum payment (lump sum payable at death).

2) The beneficiaries are (in the following sequence):
   a. aa) The spouse
      ab) Those children of the deceased person who are entitled to an orphan's pension
      ac) • Natural persons who were supported to a considerable extent by the insured in accordance with Art. 61(3); or
          • the person with whom the insured had lived in a cohabiting partnership in accordance with Art. 61(2)(a)-(c); or
          • the person who is responsible for the maintenance of one or more shared children in accordance with Art. 65(2)
   b. In the absence of beneficiaries under a):
      ba) Those children of the deceased person who are not entitled to an orphan's pension
      bb) The parents
      bc) The siblings and half siblings
   c. In the absence of beneficiaries under a. and b.: other legal heirs, to the exclusion of the community.

3) In the absence of beneficiaries pursuant to paragraph 2a. aa) and ac), children pursuant to a. ab) and b. ba) are combined in a single group of beneficiaries.

4) In the event of the death of an insured or a recipient of a disability pension, and if a surviving spouse's or cohabiting partner's pension is due, the lump sum payable at death is equal to
   a) from the pension capital savings: 50% of the pensionable base salary, but no more than half of a sum amounting to 3.5 times the maximum AHV retirement pension, and the accrued assets in the pension capital supplementary account;
   b) from the retirement capital savings: the available retirement capital and the accrued assets in the retirement capital supplementary account

5) In the event of the death of an insured or a recipient of a disability pension, and if no surviving spouse's or cohabiting partner's pension is due, the lump sum payable at death is equal to
   a) from the pension capital savings: the available pension capital and the accrued assets in the pension capital supplementary account, but at least half the sum of the pensionable base salary, the pensionable base salary excess, and the pensionable salary risk component in the pension capital savings
   b) from the retirement capital savings: the available retirement capital and the accrued assets in the retirement capital supplementary account, but at least half the sum of the pensionable base salary, the pensionable base salary excess, and pensionable salary risk component in the retirement capital savings

   If the lump sum payable at death is paid out to beneficiaries pursuant to paragraph 2c., it is equal to
   a) from the pension capital savings: half of the sum of the accrued pension capital and the accrued assets in the pension capital supplementary account
   b) from the retirement capital savings: half of the sum of the accrued retirement capital and the accrued assets in the retirement capital supplementary account.

6) If a retiree dies, a lump sum equal to three annual pensions is paid out, less any pension already paid out.

7) The insured, retiree or recipient of a disability pension who wishes to designate persons entitled under paragraph 2a. ac) as beneficiaries must submit the Pension Fund's own form "Amendment to the General Order of Beneficiaries" to the Pension Fund during their lifetime.

8) Within any of the tiered lists in paragraph 2 (a., b. or c.), the insured, retiree or recipient of a disability pension may
   a) request a sequence of beneficiaries different from the stipulated sequence;
   b) request the distribution of the lump sum payable at death among several designated beneficiaries.

The insured, retiree or recipient of a disability pension must notify the Pension Fund accordingly during their lifetime using the Pension Fund's own form "Amendment to the General Order of Beneficiaries."

2.5.4 Special Benefits

Art. 67

Support pension

1) Children pursuant to Art. 65(2) who receive IV benefits before they turn 25 have a special entitlement to a support pension provided they are entitled to a child's or orphan's pension at the time.

2) Entitlement to a support pension begins on the first day of the month after payment of the child's or orphan's pension ends and ceases when the IV/AHV benefits end or on the death of the recipient of the support pension.

3) The amount of the support pension corresponds to the child's pension insured or paid out at the time when the entitlement to the child's or orphan's pension arose.

2.5.5 Benefits in the Event of Divorce

Art. 68

Divorce

1) The Pension Fund enforces only legally binding divorce decrees granted by Swiss courts. In all cases, it grants the statutory minimum benefits in accordance with the BVG and FZG.

2) If an insured, retiree or recipient of a disability pension is required to divide assets during a divorce, the Pension Fund shall reduce the retirement savings capital and pension benefits by the amount determined by the court.

   The termination benefits or pension to be transferred are paid out in accordance with Art. 22(c)(1) FZG in the ratio of the mandatory retirement assets in accordance with Art. 15 BVG to the remaining pension assets.

   The retirement assets to be transferred in accordance with Art. 15 BVG are paid out from the pension capital account according to the regulations. The remaining retirement savings to be transferred are paid out first from the retirement capital savings (in the following order: retirement capital supplementary account, then retirement capital) and then from the pension capital savings (in the following order: pension capital supplementary account, then pension capital).

   Current and future pension benefits, which are based on the accrued retirement savings capital, are always (re)calculated on the basis of the reduced retirement savings capital and decreased accordingly.

3) The disability pension shall be recalculated and reduced in accordance with Art. 19(1) BVV 2 following the division of pension assets, if the insured's retirement savings were included in the calculation of the disability pension in accordance with the regulations used as a basis for calculating the disability pension.

   The pension is reduced according to the provisions of the regulations used as a basis for calculating the disability pension. The time at which divorce proceedings began is used as a basis for the calculations. Otherwise, Art. 19 and Art. 24(2ter) BVV2 apply in particular when calculating the reduction.

   If the insured's retirement savings were only partially included in the calculation of the disability pension in accordance with the regulations used as a basis for calculating the disability pension, only the equivalent portion of the disability pension shall be reduced.

4) If the insured begins retirement during divorce proceedings or if a recipient of a disability pension reaches the reference age according to Art. 47 during divorce proceedings, the Pension Fund shall reduce the portion of termination benefits to be transferred and the retirement pension. The extent of this reduction is based on Art. 19(g)(1) and (2) of the Federal Ordinance on Vesting in Pension Plans (FZV).

5) Any entitlement to a child's pension that exists at the time at which divorce proceedings begin remains unaffected by the division of pension assets within the meaning of Art. 17(2) and Art. 25(2) BVG. The

same applies for any orphan's pension that is paid out in connection with any retiree's child's pensions in place at the time at which divorce proceedings begin.

6) In accordance with Art. 19(h) FZV, the portion of the pension awarded to the entitled spouse is converted into a lifetime pension, which the Pension Fund pays out for the benefit of the entitled person (divorce pension). The divorce pension is paid to the entitled recipient's pension plan or to a vested benefits institution in Switzerland or the Auffangeinrichtung BVG (Substitute Occupational Benefit Institution) if no pension plan is in place.

   From the age of 58 or in the event of entitlement to a full disability pension, the entitled person is able to request a direct payment. Otherwise, Art. 22(e) FZG and Art. 19(j) FZV apply.

   In accordance with Art. 22(c)(3) FZG, the Pension Fund and the entitled spouse can agree to have the amount transferred in the form of capital instead of transferring the pension.

   No further benefits, in particular no survivor's benefits, can be derived from the divorce pension.

7) In accordance with Art. 124(c) SCC, termination benefits can only be offset with a share of the pension with the consent of the spouses and the employee benefits insurance institutions.

8) If an insured or recipient of a disability pension, whose retirement savings were included in the calculation of the disability pension in accordance with the regulations used as a basis for calculating the disability pension, is entitled to a share of pension assets (termination benefits or a divorce pension), the Pension Fund shall increase their pension benefits by the transferable amount determined by the court. The provisions of Art. 40 apply.

   In accordance with Art. 22(c) FZG, the termination benefits or pension transferred are paid into the mandatory retirement assets in accordance with Art. 15 BVG and into the remaining retirement savings in the same ratio at which they were paid out from the spouse's pension plan.

   The retirement assets transferred in accordance with Art. 15 BVG are paid into the pension capital account according to the regulations. The remaining pension assets to be transferred are first paid into the pension capital savings (in the following order: pension capital and then pension capital supplementary account) and then into the retirement capital savings (in the following order: retirement capital and then retirement capital supplementary account).

   If a retiree or recipient of a disability pension, whose retirement savings were not included in the calculation of the disability pension according to the regulations used as a basis for calculating the disability pension, is entitled to a share of pension assets (termination benefits or divorce pension), the Pension Fund's current pension benefits are not increased and the share of pension assets is paid out directly to the benefit of the entitled recipient.

9) In the event of a divorce, the Pension Fund provides the insured or the court with the information set out in Art. 24 FZG and Art. 19(k) FZV upon request.

   At the request of the insured or the court, the Pension Fund checks the feasibility of an existing or pending ruling and prepares a written response on the matter.

2.5.6 Benefits Payable When Leaving the Pension Fund

Art. 69

Entitlement

1) Insured who leave the Pension Fund before an insured event (retirement, death or disability) occurs are entitled to termination benefits.

2) Insured whose employment relationship ends before the reference age according to Art. 47 and who are entitled to early retirement benefits may request payment of termination benefits instead of the early retirement benefits. Prior to the end of their employment relationship, they must provide evidence to show either
- that they will remain in gainful employment;
- or they are registered as unemployed.

3) An insured whose disability pension is reduced or terminated following a reduction in their degree of disability is entitled to the payment of a termination benefit.

This entitlement arises in connection with reintegration pursuant to Art. 26(a) BVG, but only after provisional continued pension coverage has expired and benefit entitlements have been upheld.

Art. 70

Utilization

1) The Pension Fund transfers the termination benefits
   a) to the pension fund of the new employer;
   b) at the request of the insured to a vested benefits account in Switzerland or to a Swiss life insurance company for the purpose of setting up a vested benefits policy, if the insured is not joining a new pension fund; or
   c) if no notification is received from the insured specifying the permissible form in which they wish to receive the pension coverage, they are transferred to the Auffangeinrichtung BVG.

2) In the case of paragraph 1b) the termination benefit can be divided, though subject to the following restriction: no more than two different vested benefits institutions; only one vested benefits account/vested benefits policy per institution.

3) The transfer of the termination benefits releases the Pension Fund from all its obligations to the insured and their surviving dependants. The granting of insurance coverage against the risks of death and disability until commencement of the new employment relationship is reserved, but this coverage may not exceed one month. If, for this reason, the Pension Fund subsequently becomes liable to pay benefits, it demands reimbursement of the termination benefits transferred. If the termination benefits already paid out are not reimbursed, benefits will be reduced accordingly.

Art. 71

Cash payment

1) The insured may request payment of the termination benefits in cash:
   a) if the insured permanently leaves the economic zone of Switzerland and Liechtenstein. If the insured moves to an EU or EFTA country where legislation requires them to continue to be insured against the risks of retirement, disability and death, it is not possible for the part of the termination benefits that corresponds to the BVG retirement assets to be paid out in cash;
   b) if the insured leaves the Pension Fund as a cross-border commuter. If the insured lives in an EU or EFTA country where legislation requires them to continue to be insured against the risks of retirement, disability and death, it is not possible for the part of the termination benefits that corresponds to the BVG retirement assets to be paid out in cash;
   c) if the insured becomes self-employed in Switzerland or Liechtenstein as their primary occupation and is no longer subject to mandatory employee benefits insurance. The insured must provide the Pension Fund with evidence to corroborate this;
   d) if the amount of termination benefits is less than the insured’s annual contribution at the time of the termination of the employment relationship.

2) If the Pension Fund receives an application for a payment in cash pursuant to paragraph 1a) and 1b), it transfers the entire termination benefits to the Credit Suisse Vested Benefits Foundation – 2nd Pillar, for processing.

3) If the insured is married, the spouse must approve the cash payment in writing. If this approval cannot be obtained or if it is refused without good cause, the insured has recourse to the civil courts.

4) The insured must supply the necessary proof before a cash payment can be made.

Art. 72

Amount of the termination benefits

1) The termination benefits comprise:
   a) The accrued pension capital and the accrued assets in the pension capital supplementary account
   b) The accrued retirement capital and the accrued assets in the retirement capital supplementary account

2) The termination benefits are calculated in accordance with the Federal Act on Vesting in Pension Plans (FZG), particularly Art. 15 (claims in the defined contribution system) and taking into account the minimum amount in accordance with Art. 17 FZG (contributions-without-interest method).

3) The termination benefits are at least equal to the BVG retirement assets.

2.5.7 Promotion of Home Ownership

Art. 73

General information

1) For the purpose of financing residential property for their own use, the insured may apply to pledge their entitlement to pension benefits or termination benefits or to use a sum as an advance withdrawal. The insured can decide whether the pension capital savings (pension capital, pension capital supplementary account) or the retirement capital savings (retirement capital, retirement capital supplementary account) should be used for the advance withdrawal or pledge.

2) A pledge is not valid until it has been registered with the Pension Fund in writing.

Art. 74

Permissible uses

1) Employee benefits insurance assets may be used for
   a) The acquisition and construction of residential property
   b) Shares in the ownership of residential property
   c) Repayment of mortgages

2) Permissible forms of residential property are apartments and single-family dwellings. Building land is only permissible if there is a specific project for the construction of residential property for the insured's own use.

3) Permissible shares in the ownership of residential property can include the acquisition of shares in a cooperative for residential buildings or shares in a tenants' stock company, provided that the insured lives in the property thus financed.

4) The insured may only use employee benefits insurance assets for one property at a time.

Art. 75

Forms of residential property

The following are permissible forms for the use of employee benefits insurance assets:
a) Ownership
b) Co-ownership, in particular condominium ownership
c) Joint ownership of the insured and the insured's spouse
d) Free-standing, perpetual building rights

Art. 76

Personal use by the insured

"Personal use" in this context refers to usage by the insured as a domicile or place of usual residence. If usage is temporarily not possible, the property may be let out for a limited time after consultation with the Pension Fund.

Art. 77

Information provided to the insured

1) In the event of an advance withdrawal or pledge or at the written request of the insured, the Pension Fund provides the insured with information about:
   a) The capital available for investment in residential property

b) The reduction in benefits as a result of an advance withdrawal or the realization of a pledge
c) The possibility of eliminating a reduction in benefits in the event of death or disability
d) Tax liability in the event of an advance withdrawal or the realization of a pledge
e) The right to a refund of the tax paid after the advance withdrawal has been repaid, as well as the relevant deadlines

2) The Pension Fund may charge the insured to cover the administrative costs relating to an advance withdrawal.

3) To prevent loss of pension coverage as a result of a reduction in benefits in the event of death or disability, the Pension Fund can help arrange supplementary insurance.

Art. 78 Entitlement to and amount of the advance withdrawal

1) The insured may claim an advance withdrawal for residential property until
   a) retirement, but not beyond the reference age;
   b) the onset of disability;
   c) death;
   d) departure from the Pension Fund.

2) An advance withdrawal from the Pension Fund may only be requested once every five years. Each advance withdrawal must be for a minimum amount of CHF 20,000, except when the insured wants to purchase shares in a cooperative for residential buildings.

3) If the insured is married, the spouse must provide written approval for the advance withdrawal and the establishment of all subsequent liens on real estate. If this approval cannot be obtained or if it is refused, the insured has recourse to the civil courts.

4) If liquidity constraints mean that payment of the advance withdrawal within six months is not possible or cannot reasonably be expected, the Pension Fund draws up an order of priorities which it submits to the BVS. For the duration of the shortfall in cover, the Pension Fund may restrict the timing and amount of advance withdrawal payments or refuse to make such payments altogether where such advance withdrawals are being made for the purpose of repaying mortgage loans. When limiting or refusing a payment, the Pension Fund notifies the insured of the extent and duration of the measure.

5) The advance withdrawal may not exceed the maximum termination benefits pursuant to Art. 72. Insured over the age of 50 can withdraw or pledge a maximum of the larger of the following two amounts, taking account of repayments, advance withdrawals and pledge realizations relating to the promotion of home ownership:
   a) The termination benefits available at the age of 50
   b) Half of the termination benefits at the time of the advance withdrawal or pledge

Art. 79 Payment

1) On receiving the necessary documentation, the Pension Fund reviews the application for an advance withdrawal and, with the agreement of the insured, transfers the funds directly to the vendor, builder or lender. The transfer is made at the earliest within five working days of approval of the application.

2) In the event of an advance withdrawal or realization of a pledge, the insured's termination benefits are reduced accordingly.

   If the insured requests the advance withdrawal to be paid from the pension capital savings (pension capital, pension capital supplementary account), the funds are paid out of the pension capital supplementary account first and then the pension capital.

   If the insured requests the advance withdrawal to be paid from the retirement capital savings (retirement capital, retirement capital supplementary account), the funds are paid out of the retirement capital supplementary account first and then the retirement capital.

Art. 80 Repayment

1) The insured may repay the advance withdrawal to the Pension Fund at any time, but must do so at the latest by

a) retirement;
b) the onset of disability;
c) death;
d) departure from the Pension Fund.

2) The insured or the insured's heirs must repay the advance withdrawal to the Pension Fund if
   a) the residential property is sold;
   b) rights are granted to this residential property that are equivalent to a sale in economic terms.

3) If the insured has made advance withdrawals in connection with the promotion of home ownership, capital contributions paid into the Pension Fund by the insured or the employer are appropriated for the repayment of the sum withdrawn. Purchases of additional benefits are not possible until the sum withdrawn has been repaid in full.

4) The minimum repayment amount is CHF 10,000. If the outstanding advance withdrawal is less than this amount, the outstanding amount must be repaid in one sum.

5) The reduction in termination benefits that occurred at the time of the advance withdrawal is completely or partially eliminated by the repayment amount.

6) If a repayment can be used for both the pension capital savings (pension capital, pension capital supplementary account) and the retirement capital savings (retirement capital, retirement capital supplementary account), the insured can inform the Pension Fund whether the repayment should be used for the pension capital savings or the retirement capital savings. If the insured fails to notify the Pension Fund of a preference, the repayment will be used for the pension capital savings as far as possible.

7) The repayment is processed in the following order:
   a) Pension capital savings: pension capital, pension capital supplementary account
   b) Retirement capital savings: retirement capital, retirement capital supplementary account

8) If within two years the insured wishes to use the proceeds from any sale of the residential property in the amount of the advance withdrawal for the purchase of another residential property, they may transfer this amount to a vested benefits institution.

9) If the insured dies and if benefits are payable under Art. 66 as a result of their death, the Pension Fund may demand repayment of any part of an advance withdrawal which remains outstanding at the time of death unless the occupant of the residential property is also the beneficiary under Art. 66.

10) The Pension Fund provides the insured with confirmation that the advance withdrawal has been repaid.

Art. 81 Sale of the residential property

1) If the residential property is sold, the repayment obligation is limited to the outstanding amount of the advance withdrawal from the Pension Fund, but does not exceed the sales proceeds.

2) The assignment of rights that are economically equivalent to a sale is also considered as a sale. However, the transfer of the residential property to another Pension Fund beneficiary is not regarded as a sale. This beneficiary is subject to the same sales restriction as the insured.

3) The sales restriction is to be entered in the land records ("Grundbuch"). The Pension Fund notifies the land registry at the time the advance withdrawal is paid and arranges for the cancellation of the entry when the restriction is no longer effective.

Art. 82 Amount of the pledge

The amount of the pledge is determined by Art. 78, mutatis mutandis.

Art. 83 Consent of the pledgee

1) The consent of the pledgee must be obtained for a cash payment of termination benefits and when Pension Fund benefits become due.

2) The Pension Fund must inform the pledgee if the insured changes employers and is admitted to a new pension fund. This information contains the name of the new pension fund to which the termination benefits are to be transferred, as well as the amount of the termination benefits

Art. 84 Tax treatment

1) The advance withdrawal and the proceeds from the realization of a pledge of retirement assets are capital payments, and thus taxable.

2) If the advance withdrawal or proceeds from the realization of a pledge are repaid to the Pension Fund, the taxpayer may, within three years, file a request for the taxes paid on the advance withdrawal or pledge to be refunded. Repayments cannot be deducted from taxable income.

III

Final Provisions

III – Final Provisions

Art. 85 **Prevailing text**

The German text of these Regulations prevails.

Art. 86 **Lacunae**

If any provisions regarding specific issues have been omitted from these Regulations, the Board of Trustees approves a regulation that conforms to the Pension Fund's objective.

Art. 87 **Legal recourse**

Any disputes about the application of these Regulations are decided by the ordinary courts in accordance with the provisions of the BVG. The Swiss courts have sole jurisdiction.

Art. 88 **Changes**

The Board of Trustees is authorized to amend these Regulations at any time.

Art. 89 **Notification, information and data exchange**

1) Communications to the insured and retirees from the Pension Fund are sent in writing by post and/or published on the Pension Fund website credit-suisse.com/pensionfund.

2) Communications to third parties appear in the Swiss Official Gazette of Commerce (Schweizerisches Handelsamtsblatt).

3) Personal data may be exchanged with the insured and retirees using electronic means of communication (e.g. email). Because of the resulting system-related risks, the Pension Fund cannot guarantee the confidentiality of the data and information transmitted.

4) The Pension Fund is authorized to pass on information to third parties entrusted by the employer with the processing of tax matters in the case of insured who are international assignees, frequent travelers, or US persons who have agreed in contract thereto.

Art. 90 **Entry into force**

Following the resolution of the Board of Trustees of September 15, 2017, these Regulations enter into force on January 1, 2018, and replace the regulations of September 29, 2016.

Zurich, September 15, 2017

PENSION FUND OF CREDIT SUISSE GROUP (SWITZERLAND)

Philip Hess	Thomas Isenschmid
Chairman of the Board of Trustees	Vice-Chairman of the Board of Trustees

Appendix A – Transitional Provisions

Appendix A – Transitional Provisions

Art. I

Vested rights and guarantees

1) If the insured became entitled to a disability pension under the annuity plan regulations prior to January 1, 2013, the pension is generally guaranteed at the same level in Swiss franc terms and is replaced by a retirement pension of the same amount when the insured reaches the reference age. In particular, the right to reductions resulting from a division of pension assets during a divorce in accordance with Art. 68 is reserved.

2) If a benefit is guaranteed at the same level in Swiss franc terms and if the level of employment is reduced during the term of validity of this guarantee, the entitlement to the guarantee is reduced in proportion to the reduction in the level of employment. Lump-sum payouts made during the term of validity of this guarantee are converted into actuarially equivalent pension benefits and reduce the guaranteed benefit accordingly.

3) For insured who were members of the Pension Fund as external insured as of December 31, 2015, and who fulfilled all the conditions set out in Art. 11 of the Regulations as of January 2016, the duration of the maximum insurance term commenced on January 1, 2016. It ends on December 31, 2017, at the latest.

4) Insured who were insured as of December 31, 2016, and who were aged 55 or over, received a one-off credit to compensate for the loss of the AHV bridging pension financed by the Pension Fund. The Board of Trustees defined the calculation parameters (maximum AHV retirement pension, age, gender, uninterrupted insurance years as of the reference date, level of employment).

5) For insured who were insured as of December 31, 2016, the existing termination benefits in the savings plan and the lump-sum plan as of December 31, 2016, were transferred to the pension capital and retirement capital. The assets in Plan 58 were transferred to the pension capital supplementary account and the retirement capital supplementary account.

   The Board of Trustees defined the exact calculation parameters: The distribution was based on the maximum AHV retirement pension for 2016, the pensionable salaries as of December 31, 2016, and the provisions in the regulations relating to the maximum purchase amount according to the 2017 Pension Fund Regulations, Top contribution option.

   The termination benefits accrued in the savings plan, lump-sum plan and Plan 58 as of December 31, 2016, were transferred as follows:

   a) Pension capital: The termination benefits accrued in the savings plan and lump-sum plan as of December 31, 2016, were transferred to the pension capital up to the maximum individual amount. The maximum individual amount was equal to the sum of the following two items:
      - Pensionable salary in the savings plan multiplied by the “Purchase 1 Top” rate for 2017 and

- Pensionable salary savings component in the lump-sum plan multiplied by the “Purchase 2 Top” rate for 2017

In this case, the sum of the pensionable salary in the savings plan and the pensionable salary savings component in the lump-sum plan did not exceed 3.5 times the maximum AHV retirement pension for 2016.

b) Retirement capital: The termination benefits accrued in the savings plan and lump-sum plan as of December 31, 2016, which could not be transferred to the pension capital on the grounds of a) were transferred to the retirement capital.

c) Pension capital supplementary account: The assets accrued in Plan 58 as of December 31, 2016, were transferred to the pension capital supplementary account up to the maximum individual amount. The maximum individual amount was equal to the sum of the following three items:
   - Cost of the maximum AHV bridging pension according to the “AHV bridging pension” rate for 2017
   - Pensionable salary in the savings plan multiplied by the “Purchase for early retirement 1 Top” rate for 2017 and
   - Pensionable salary savings component in the lump-sum plan multiplied by the “Purchase for early retirement 2 Top” rate

   In this case, the sum of the pensionable salary in the savings plan and the pensionable salary savings component in the lump-sum plan did not exceed 3.5 times the maximum AHV retirement pension for 2016.

d) Retirement capital supplementary account: The assets accrued in Plan 58 as of December 31, 2016, which could not be transferred to the pension capital supplementary account on the grounds of c) were transferred to the retirement capital supplementary account.

6) The contribution option for 2017 is based on the selection made by the insured for the savings plan in MyHR by the reference date of December 1, 2016.

7) As a result of the introduction of a cohabiting partner’s pension, retirees drawing a pension with a guaranteed duration as of December 31, 2016, were given a one-off opportunity to choose to switch to a retirement pension retroactively to the start of the pension. The change has no actuarial impact.

8) Divorced spouses who had been granted a pension or lump-sum settlement for a lifetime pension prior to January 1, 2017, are entitled to survivors’ benefits according to previous statutory provisions.

Appendix B – Definitions

Appendix B – Definitions

AHV
Federal Old Age and Survivors' Insurance

AHVV
Ordinance on Federal Old Age and Survivors' Insurance (SR 831.101)

Award
Discretionary variable incentive award. This is sometimes referred to as a bonus. Generally paid as a one-time payment in the first quarter of the current calendar year.

BVG
Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans (SR 831.40)

BVG age
The BVG age is determined by subtracting the year of birth from the calendar year.

BVV 2
Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans (SR 831.441.1)

Company
see Employer

Coordination deduction
The coordination deduction amounts to one-third of the effective base salary, but cannot amount to more than the maximum annual AHV retirement pension.

"Early retirement" accounts
Pension capital supplementary account and retirement capital supplementary account. These form the basis for drawing retirement benefits at the earliest possible retirement age.

Effective pension capital
Basis for determining the retirement pension

Employee
A person who is insured under the Pension Fund on the basis of an existing employment relationship with the employer.

Employer
(also: Company) Credit Suisse Group AG or a company pursuant to Art. 2 that has close business or financial ties with Credit Suisse Group AG which is affiliated to the Pension Fund.

FZG
Federal Act on Vesting in Pension Plans (SR 831.42)

FZV
Federal Ordinance on Vesting in Pension Plans (SR 831.425)

Insured
An employee or a person still insured with the Pension Fund on the basis of a previous employment relationship within the scope of Art. 47 BVG.

Insured events
These include the risks arising in the context of reaching retirement age, death, disability or departures from the Pension Fund.

IVG
Federal Disability Insurance Act (SR 831.20)

Pension capital
see Retirement savings capital

Pension capital savings
Savings process for pension capital and the pension capital supplementary account

Pension capital supplementary account
see “Early retirement” accounts

Pension Fund
Pension Fund of Credit Suisse Group (Switzerland), Credit Suisse Pension Fund, the CSG Pension Fund

Reference age
On reaching the reference age of 65, the insured is entitled to a retirement pension without deductions or supplements.

Retirees
Persons receiving a pension from the Pension Fund. For the purposes of calculating their benefits, individuals recognized as being entitled to a pension with retroactive effect are regarded as retirees within the meaning of the present Pension Fund Regulations from the start of their pension entitlement.

Retirement capital
see Retirement savings capital

Retirement capital savings
Savings process for retirement capital and the retirement capital supplementary account

Retirement capital supplementary account
see “Early retirement” accounts

Retirement savings capital
Pension capital and retirement capital. These form the basis for the retirement benefits at the reference age.

SCC
Swiss Civil Code (SR 210)

Appendix C – Key Figures

Appendix C – Key Figures

Dependencies on the maximum AHV retirement pension				
Minimum salary (entry threshold)	CHF	21,150	75% of the maximum AHV retirement pension	Art. 16(2)
Maximum effective base salary	CHF	282,000	10 times maximum AHV retirement pension	Art. 33(1)
Maximum effective base salary Executive Board	CHF	676,800	24 times maximum AHV retirement pension	Art. 33(1)
Sum of maximum effective salaries	CHF	789,600	28 times maximum AHV retirement pension	Art. 33(2) Art. 33(3)
Minimum pensionable base salary	CHF	3,525	12.5% of the maximum AHV retirement pension	Art. 34(1)
Minimum monthly coordination deduction	CHF	294	1⁄12 of 12.5% of the maximum AHV retirement pension	Art. 35(2)
Minimum annual coordination deduction	CHF	3,525	12.5% of the maximum AHV retirement pension	Art. 34(1)
Maximum monthly coordination deduction	CHF	2,350	1⁄12 of the maximum AHV retirement pension	Art. 35(3)
Maximum annual coordination deduction	CHF	28,200	maximum AHV retirement pension	Art. 34(1)
Sum of maximum effective salaries for the collection of pension capital contributions	CHF	126,900	4.5 times maximum AHV retirement pension	Art. 37(8)
Maximum effective salary for pension capital	CHF	126,900	4.5 times maximum AHV retirement pension	Art. 37(8)
Maximum pensionable base salary for the purchase of benefits in the pension capital	CHF	98,700	3.5 times maximum AHV retirement pension	Art. 40(2)
Sum of maximum effective salaries for the purchase of benefits in the pension capital	CHF	126,900	4.5 times maximum AHV retirement pension	Art. 42(1)
Sum of maximum effective salaries for the purchase of benefits in the pension capital supplementary account	CHF	126,900	4.5 times maximum AHV retirement pension	Art. 43(2)
Maximum retirement pension	CHF	98,700	3.5 times maximum AHV retirement pension	Art. 48(3)
Lump-sum payout, retirement pension	CHF	1,410	10% of the minimum AHV retirement pension	Art. 48(5)
Maximum AHV bridging pension	CHF	28,200	maximum AHV retirement pension	Art. 49(1)
Lump-sum payment, limit	CHF	987,000	35 times maximum AHV retirement pension	Art. 51(1)
Lump-sum payout, disability pension	CHF	1,410	10% of the minimum AHV retirement pension	Art. 54(7)

Appendix D – Savings and Risk Contributions

Appendix D – Savings and Risk Contributions

Maximum Effective Base Salary of CHF 282,000

Table 1 in accordance with Art. 33(1) sentence 2

Maximum effective base salary	CHF 282,000
Minus the coordination deduction	CHF 28,200
Maximum pensionable base salary	**CHF 253,800**
Maximum effective salary pursuant to Art. 33(3)	CHF 789,600
Minus the maximum effective base salary	CHF 282,000
Maximum pensionable base salary excess and pensionable variable salary	**CHF 507,600**

Basic

BVG age	Employee savings contributions: Pensionable base salary	Employee savings contributions: Pensionable base salary excess and variable salary	Employer savings contributions: Pensionable base salary	Employer savings contributions: Pensionable base salary excess and variable salary	Employer risk contributions: Pensionable base salary	Employer risk contributions: Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	5.00	3.00	7.50	6.00	5.80	2.80
35–44	6.00	3.00	13.00	6.00	5.80	2.80
45–54	7.00	3.00	17.50	6.00	5.80	2.80
55–65	7.00	3.00	25.00	6.00	5.80	2.80

Standard

BVG age	Employee savings contributions: Pensionable base salary	Employee savings contributions: Pensionable base salary excess and variable salary	Employer savings contributions: Pensionable base salary	Employer savings contributions: Pensionable base salary excess and variable salary	Employer risk contributions: Pensionable base salary	Employer risk contributions: Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	7.50	6.00	7.50	6.00	5.80	2.80
35–44	9.00	6.00	13.00	6.00	5.80	2.80
45–54	10.50	6.00	17.50	6.00	5.80	2.80
55–65	10.50	6.00	25.00	6.00	5.80	2.80

Top

BVG age	Employee savings contributions: Pensionable base salary	Employee savings contributions: Pensionable base salary excess and variable salary	Employer savings contributions: Pensionable base salary	Employer savings contributions: Pensionable base salary excess and variable salary	Employer risk contributions: Pensionable base salary	Employer risk contributions: Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	10.00	9.00	7.50	6.00	5.80	2.80
35–44	12.00	9.00	13.00	6.00	5.80	2.80
45–54	14.00	9.00	17.50	6.00	5.80	2.80
55–65	14.00	9.00	25.00	6.00	5.80	2.80

Maximum Effective Base Salary of CHF 676,800

Table 2 in accordance with Art. 33(1)

Maximum effective base salary	CHF 676,800
Minus the coordination deduction	CHF 28,200
Maximum pensionable base salary	**CHF 648,600**

Maximum effective salary pursuant to Art. 33(3)	CHF 789,600
Minus the maximum effective base salary	CHF 676,800
Maximum pensionable base salary excess and pensionable variable salary	**CHF 112,800**

Special contribution rates for the pensionable base salary excess and the pensionable variable salary.

Basic Plus

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	5.00	12.00	7.50	12.00	5.80	2.80
35–44	6.00	12.00	13.00	12.00	5.80	2.80
45–54	7.00	12.00	17.50	12.00	5.80	2.80
55–65	7.00	12.00	25.00	12.00	5.80	2.80

Standard Plus

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	7.50	12.00	7.50	12.00	5.80	2.80
35–44	9.00	12.00	13.00	12.00	5.80	2.80
45–54	10.50	12.00	17.50	12.00	5.80	2.80
55–65	10.50	12.00	25.00	12.00	5.80	2.80

Top Plus

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	10.00	12.00	7.50	12.00	5.80	2.80
35–44	12.00	12.00	13.00	12.00	5.80	2.80
45–54	14.00	12.00	17.50	12.00	5.80	2.80
55–65	14.00	12.00	25.00	12.00	5.80	2.80

Appendix E – Actuarial Rates

Appendix E – Actuarial Rates

“Purchase 1” Rate (in Percent)

The maximum amount that can be paid into the pension capital and retirement capital is based on Art. 42.

Age	Basic	Standard	Top
25	12,500	15,000	17,500
26	25,250	30,300	35,350
27	38,255	45,906	53,557
28	51,520	61,824	72,128
29	65,051	78,061	91,071
30	78,852	94,622	110,392
31	92,929	111,514	130,100
32	107,287	128,745	150,202
33	121,933	146,319	170,706
34	136,872	164,246	191,620
35	158,609	189,531	220,453
36	180,781	215,321	249,862
37	203,397	241,628	279,859
38	226,465	268,460	310,456
39	249,994	295,830	341,665
40	273,994	323,746	373,498
41	298,474	352,221	405,968
42	323,443	381,265	439,088
43	348,912	410,891	472,869
44	374,890	441,109	507,327
45	406,888	477,931	548,973
46	439,526	515,489	591,453
47	472,816	553,799	634,782
48	506,773	592,875	678,978
49	541,408	632,733	724,057
50	576,736	673,387	770,038
51	612,771	714,855	816,939
52	649,526	757,152	864,778
53	687,017	800,295	913,573
54	725,257	844,301	963,345
55	771,763	896,687	1021,612
56	819,198	950,121	1081,044
57	867,582	1004,623	1141,665
58	916,933	1060,216	1203,498
59	967,272	1116,920	1266,568
60	1018,617	1174,758	1330,899
61	1070,990	1233,754	1396,517
62	1124,410	1293,929	1463,448
63	1178,898	1355,307	1531,717
64	1234,476	1417,913	1601,351
65	1291,165	1481,772	1672,378
66	1291,165	1481,772	1672,378
67	1291,165	1481,772	1672,378
68	1291,165	1481,772	1672,378
69	1291,165	1481,772	1672,378
70	1291,165	1481,772	1672,378

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions and an interest rate of 2%.

"Purchase 2" Rate (in Percent)

The maximum amount that can be paid into the pension capital and retirement capital is based on Art. 42.

Age	Basic	Standard	Top	Plus
25	9,000	12,000	15,000	24,000
26	18,180	24,240	30,300	48,480
27	27,544	36,725	45,906	73,450
28	37,094	49,459	61,824	98,919
29	46,836	62,448	78,061	124,897
30	56,773	75,697	94,622	151,395
31	66,909	89,211	111,514	178,423
32	77,247	102,996	128,745	205,991
33	87,792	117,056	146,319	234,111
34	98,547	131,397	164,246	262,793
35	109,518	146,025	182,531	292,049
36	120,709	160,945	201,181	321,890
37	132,123	176,164	220,205	352,328
38	143,765	191,687	239,609	383,375
39	155,641	207,521	259,401	415,042
40	167,754	223,671	279,589	447,343
41	180,109	240,145	300,181	480,290
42	192,711	256,948	321,185	513,895
43	205,565	274,087	342,608	548,173
44	218,676	291,568	364,461	583,137
45	232,050	309,400	386,750	618,800
46	245,691	327,588	409,485	655,176
47	259,605	346,140	432,674	692,279
48	273,797	365,062	456,328	730,125
49	288,273	384,364	480,454	768,727
50	303,038	404,051	505,064	808,102
51	318,099	424,132	530,165	848,264
52	333,461	444,615	555,768	889,229
53	349,130	465,507	581,884	931,014
54	365,113	486,817	608,521	973,634
55	381,415	508,553	635,692	1017,107
56	398,043	530,724	663,405	1061,449
57	415,004	553,339	691,674	1106,678
58	432,304	576,406	720,507	1152,811
59	449,950	599,934	749,917	1199,867
60	467,949	623,932	779,916	1247,865
61	486,308	648,411	810,514	1296,822
62	505,034	673,379	841,724	1346,759
63	524,135	698,847	873,559	1397,694
64	543,618	724,824	906,030	1449,648
65	563,490	751,320	939,150	1502,641
66	563,490	751,320	939,150	1502,641
67	563,490	751,320	939,150	1502,641
68	563,490	751,320	939,150	1502,641
69	563,490	751,320	939,150	1502,641
70	563,490	751,320	939,150	1502,641

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions and an interest rate of 2%.

"Purchase for Early Retirement 1" Rate (in Percent)

The maximum amount that can be paid into the pension capital supplementary account is based on Art. 43.

Age	Basic	Standard	Top
25	322,747	366,271	409,795
26	329,202	373,596	417,991
27	335,786	381,068	426,351
28	342,501	388,689	434,878
29	349,351	396,463	443,575
30	356,338	404,393	452,447
31	363,465	412,480	461,496
32	370,735	420,730	470,725
33	378,149	429,145	480,140
34	385,712	437,727	489,743
35	393,426	446,482	499,538
36	401,295	455,412	509,528
37	409,321	464,520	519,719
38	417,507	473,810	530,113
39	425,857	483,287	540,716
40	434,375	492,952	551,530
41	443,062	502,811	562,561
42	451,923	512,868	573,812
43	460,962	523,125	585,288
44	470,181	533,587	596,994
45	479,585	544,259	608,934
46	489,176	555,144	621,112
47	498,960	566,247	633,535
48	508,939	577,572	646,205
49	519,118	589,124	659,129
50	529,500	600,906	672,312
51	540,090	612,924	685,758
52	550,892	625,183	699,473
53	561,910	637,686	713,463
54	573,148	650,440	727,732
55	584,611	663,449	742,287
56	596,303	676,718	757,132
57	608,229	690,252	772,275
58	620,394	704,057	787,721
59	535,843	608,091	680,338
60	450,057	510,727	571,396
61	362,820	411,720	460,620
62	274,281	311,241	348,202
63	184,279	209,107	233,934
64	92,980	105,506	118,032
65	0,000	0,000	0,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions and an interest rate of 2%.

"Purchase for Early Retirement 2" Rate (in Percent)

The maximum amount that can be paid into the pension capital supplementary account is based on Art. 43.

Age	Basic	Standard	Top	Plus
25	124,135	165,513	206,891	331,026
26	126,618	168,823	211,029	337,647
27	129,150	172,200	215,250	344,400
28	131,733	175,644	219,555	351,288
29	134,368	179,157	223,946	358,314
30	137,055	182,740	228,425	365,480
31	139,796	186,395	232,993	372,789
32	142,592	190,123	237,653	380,245
33	145,444	193,925	242,406	387,850
34	148,353	197,804	247,254	395,607
35	151,320	201,760	252,200	403,519
36	154,346	205,795	257,244	411,590
37	157,433	209,911	262,388	419,821
38	160,582	214,109	267,636	428,218
39	163,793	218,391	272,989	436,782
40	167,069	222,759	278,449	445,518
41	170,411	227,214	284,018	454,428
42	173,819	231,758	289,698	463,517
43	177,295	236,394	295,492	472,787
44	180,841	241,121	301,402	482,243
45	184,458	245,944	307,430	491,888
46	188,147	250,863	313,578	501,725
47	191,910	255,880	319,850	511,760
48	195,748	260,998	326,247	521,995
49	199,663	266,218	332,772	532,435
50	203,656	271,542	339,427	543,084
51	207,730	276,973	346,216	553,945
52	211,884	282,512	353,140	565,024
53	216,122	288,162	360,203	576,325
54	220,444	293,926	367,407	587,851
55	224,853	299,804	374,755	599,608
56	229,350	305,800	382,250	611,601
57	233,937	311,916	389,895	623,833
58	238,616	318,155	397,693	636,309
59	206,039	274,719	343,399	549,438
60	173,009	230,679	288,349	461,358
61	139,435	185,913	232,391	371,826
62	105,382	140,509	175,636	281,018
63	70,782	94,376	117,971	188,753
64	35,710	47,613	59,517	95,227
65	0,000	0,000	0,000	0,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions and an interest rate of 2%.

“AHV Bridging Pension” Rate (in Percent)

The maximum amount that can be paid into the pension capital supplementary account is based on Art. 43.

Age	Costs in percent for an annual AHV bridging pension in the amount of CHF 1
25	340,339
26	347,146
27	354,089
28	361,171
29	368,394
30	375,762
31	383,277
32	390,943
33	398,761
34	406,737
35	414,871
36	423,169
37	431,632
38	440,265
39	449,070
40	458,052
41	467,213
42	476,557
43	486,088
44	495,810
45	505,726
46	515,840
47	526,157
48	536,680
49	547,414
50	558,362
51	569,530
52	580,920
53	592,539
54	604,389
55	616,477
56	628,807
57	641,383
58	654,210
59	566,211
60	476,452
61	384,898
62	291,513
63	196,259
64	99,101

The potential for purchasing additional benefits is calculated on the basis of the maximum AHV retirement pension and an interest rate of 2%.

“Purchase for Early Retirement 3” Rate (in Percent)

The maximum amount that can be paid into the retirement capital supplementary account is based on Art. 44.

Age	Basic	Standard	Top
25	194,686	219,306	243,925
26	198,580	223,692	248,803
27	202,552	228,165	253,779
28	206,603	232,729	258,855
29	210,735	237,383	264,032
30	214,949	242,131	269,313
31	219,248	246,974	274,699
32	223,633	251,913	280,193
33	228,106	256,951	285,797
34	232,668	262,090	291,513
35	237,321	267,332	297,343
36	242,068	272,679	303,290
37	246,909	278,132	309,356
38	251,847	283,695	315,543
39	256,884	289,369	321,854
40	262,022	295,156	328,291
41	267,262	301,059	334,857
42	272,608	307,081	341,554
43	278,060	313,222	348,385
44	283,621	319,487	355,352
45	289,293	325,876	362,459
46	295,079	332,394	369,709
47	300,981	339,042	377,103
48	307,001	345,823	384,645
49	313,141	352,739	392,338
50	319,403	359,794	400,185
51	325,791	366,990	408,188
52	332,307	374,330	416,352
53	338,953	381,816	424,679
54	345,732	389,453	433,173
55	352,647	397,242	441,836
56	359,700	405,186	450,673
57	366,894	413,290	459,686
58	374,232	421,556	468,880
59	323,893	364,852	405,810
60	272,548	307,013	341,479
61	220,175	248,018	275,861
62	166,756	187,843	208,930
63	112,267	126,464	140,661
64	56,690	63,858	71,027
65	0,000	0,000	0,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions and an interest rate of 2%.

“Purchase for Early Retirement 4” Rate (in Percent)

The maximum amount that can be paid into the retirement capital supplementary account is based on Art. 44.

Age	Basic	Standard	Top	Plus
25	68,247	90,996	113,745	181,991
26	69,612	92,816	116,019	185,631
27	71,004	94,672	118,340	189,344
28	72,424	96,565	120,707	193,131
29	73,872	98,497	123,121	196,993
30	75,350	100,467	125,583	200,933
31	76,857	102,476	128,095	204,952
32	78,394	104,525	130,657	209,051
33	79,962	106,616	133,270	213,232
34	81,561	108,748	135,935	217,496
35	83,192	110,923	138,654	221,846
36	84,856	113,142	141,427	226,283
37	86,553	115,404	144,256	230,809
38	88,284	117,713	147,141	235,425
39	90,050	120,067	150,083	240,134
40	91,851	122,468	153,085	244,936
41	93,688	124,917	156,147	249,835
42	95,562	127,416	159,270	254,832
43	97,473	129,964	162,455	259,928
44	99,423	132,563	165,704	265,127
45	101,411	135,215	169,018	270,429
46	103,439	137,919	172,399	275,838
47	105,508	140,677	175,847	281,355
48	107,618	143,491	179,364	286,982
49	109,771	146,361	182,951	292,722
50	111,966	149,288	186,610	298,576
51	114,205	152,274	190,342	304,547
52	116,489	155,319	194,149	310,638
53	118,819	158,426	198,032	316,851
54	121,196	161,594	201,993	323,188
55	123,619	164,826	206,032	329,652
56	126,092	168,123	210,153	336,245
57	128,614	171,485	214,356	342,970
58	131,186	174,915	218,643	349,829
59	113,540	151,387	189,233	302,773
60	95,541	127,388	159,235	254,776
61	77,182	102,909	128,637	205,818
62	58,456	77,941	97,426	155,882
63	39,355	52,473	65,592	104,947
64	19,872	26,496	33,121	52,993
65	0,000	0,000	0,000	0,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions and an interest rate of 2%.

“Conversion Rates for Retirement Pensions” Rate

The conversion rate correlates closely with the life expectancy of the relevant generation of retirees and is therefore adjusted on a regular basis.

The current rates for converting the pension capital and the assets in the pension capital supplementary account into a lifetime retirement pension are as follows:

2018 Conversion Rate

	Number of months over full insurance age											
Insurance age	0	1	2	3	4	5	6	7	8	9	10	11
55	4,673	4,679	4,686	4,692	4,699	4,705	4,712	4,718	4,724	4,731	4,737	4,744
56	4,750	4,757	4,764	4,771	4,778	4,785	4,792	4,799	4,806	4,813	4,820	4,827
57	4,834	4,842	4,849	4,857	4,865	4,872	4,880	4,888	4,895	4,903	4,911	4,918
58	4,926	4,934	4,943	4,951	4,960	4,968	4,977	4,985	4,993	5,002	5,010	5,019
59	5,027	5,036	5,046	5,055	5,064	5,074	5,083	5,092	5,102	5,111	5,120	5,130
60	5,139	5,149	5,159	5,170	5,180	5,190	5,200	5,210	5,220	5,231	5,241	5,251
61	5,261	5,271	5,282	5,292	5,302	5,313	5,323	5,333	5,344	5,354	5,364	5,375
62	5,385	5,396	5,407	5,419	5,430	5,441	5,452	5,463	5,474	5,486	5,497	5,508
63	5,519	5,531	5,543	5,554	5,566	5,578	5,590	5,601	5,613	5,625	5,637	5,648
64	5,660	5,673	5,686	5,698	5,711	5,724	5,737	5,749	5,762	5,775	5,788	5,800
65	5,813	5,827	5,840	5,854	5,868	5,881	5,895	5,909	5,922	5,936	5,950	5,963
66	5,977	5,992	6,006	6,021	6,036	6,050	6,065	6,080	6,094	6,109	6,124	6,138
67	6,153	6,169	6,185	6,201	6,216	6,232	6,248	6,264	6,280	6,296	6,311	6,327
68	6,343	6,360	6,377	6,394	6,411	6,428	6,446	6,463	6,480	6,497	6,514	6,531
69	6,548	6,567	6,585	6,604	6,622	6,641	6,660	6,678	6,697	6,715	6,734	6,752
70	6,771											

The conversion rates are calculated on the basis of the actuarial principles of the BVG 2010 generation tables and a technical interest rate of 2%.

Conversion Rates 2019–2025

	Year of retirement						
Insurance age	2019	2020	2021	2022	2023	2024	2025
55	4,572	4,468	4,360	4,250	4,137	4,022	3,833
56	4,647	4,541	4,432	4,320	4,205	4,088	3,913
57	4,730	4,622	4,510	4,396	4,279	4,160	3,997
58	4,819	4,709	4,596	4,480	4,361	4,239	4,086
59	4,917	4,805	4,689	4,570	4,449	4,325	4,179
60	5,025	4,909	4,790	4,669	4,545	4,418	4,277
61	5,142	5,022	4,900	4,776	4,649	4,520	4,381
62	5,270	5,146	5,019	4,891	4,761	4,629	4,491
63	5,401	5,279	5,149	5,016	4,883	4,747	4,608
64	5,539	5,414	5,289	5,152	5,014	4,874	4,732
65	5,688	5,560	5,431	5,298	5,155	5,011	4,865
66	5,849	5,717	5,585	5,448	5,307	5,158	5,008
67	6,021	5,885	5,749	5,608	5,463	5,317	5,161
68	6,207	6,067	5,927	5,781	5,632	5,481	5,326
69	6,408	6,264	6,118	5,968	5,815	5,658	5,503
70	6,626	6,477	6,327	6,171	6,012	5,851	5,695

The conversion rates are calculated on the basis of the actuarial principles of the BVG 2010 generation tables and a technical interest rate of 2%.

“Receipt of an AHV Bridging Pension” Rate

If a retiree draws an AHV bridging pension, the “effective pension capital” is reduced by the following amount depending on the duration of the bridging pension; the amount of the AHV bridging pension multiplied by the “receipt of an AHV bridging pension” rate. The insured has the option of reversing this reduction by repurchasing the shortfall until reaching retirement age.

If the recipient of an AHV bridging pension dies while still drawing the bridging pension, the countervalue of the portion of the AHV bridging pension not yet drawn is paid out to the entitled persons under Art. 66 in the form of a lump-sum payment in accordance with the regulations. The amount is calculated according to the “receipt of an AHV bridging pension” rate.

Duration in years	Costs for an annual AHV bridging pension in the amount of CHF 1
1	0,9910
2	1,9626
3	2,9151
4	3,8490
5	4,7645
6	5,6621
7	6,5421
8	7,4048
9	8,2507
10	9,0799

Appendix F – Applicable Salary Types and Awards

Appendix F – Applicable Salary Types and Awards

Salary Types

a) Monthly salary
b) Any 13th monthly salary
c) Fixed salary not of a bonus nature
d) Event Attendant fixed salary
e) Event Attendant working hours, incl. payment in lieu of vacation and public holiday entitlement
f) Special recurring payments
g) Fixed allowances (regular)
h) Hourly wage of employees paid on an hourly wage basis, incl. any payment in lieu of vacation and public holiday entitlement

Awards

Only those portions of any Award granted that are paid out in the form of money (cash) immediately after the Award is granted are taken into account. Any deferred portions of an Award are not taken into account.

All other salary types and Awards not listed here are not taken into account.

For employees sent on assignment abroad, any continuing payments that fall under the salary types and Awards listed above will also be taken into account.

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