



AXA Foundation 1e

Occupational benefits

General Terms and Conditions for the Affiliation Contract (GTC)

AXA Foundation 1e, Winterthur

(Edition 2023)

Who is the occupational benefits provider?

1

The occupational benefits provider is AXA Foundation 1e, Winterthur.

The Foundation insures exclusively salary elements above one and a half times the upper threshold according to Art. 8 (1) BVG/OPA and offers exclusively occupational benefits plans with different investment strategies (Art. 1e BVV 2/OPO 2).

The Foundation is a semi-autonomous occupational benefits institution and manages the pension assets on its own responsibility.

It has entered into a group insurance contract with AXA Life Ltd in order to reinsure the risks of death and disability.

The Foundation manages a separate occupational benefits fund for each employer.

Who is the management company?

2

The company that manages the Foundation is AXA Life Ltd.

Notices received from AXA Life Ltd are deemed to be notices from the Foundation.

What is the occupational benefits fund commission?

3

The occupational benefits fund commission is the governing body of the occupational benefits fund. It consists of at least 2 members. At a minimum, employees are represented in line with their contributions.

Who and what is insured?

4

The persons to be insured, the type and scope of the occupational benefits, the amount and distribution of contributions, and the rights and obligations of the eligible parties are defined in the occupational benefits fund regulations and/or plan.

Acceptance of current disability and survivors' pensions requires a written agreement between the Foundation and the previous occupational benefits institution. In addition, acceptance of disability cases and effective survivors' benefits requires the approval of AXA Life Ltd.

The Foundation will not take over retirement pensions.

What obligations does the Foundation have?

5

In particular, the Foundation has the following obligations:

- It manages occupational benefits for the affiliated employer in accordance with the legal and regulatory provisions.
- It keeps the necessary accounts for the employer and/or its occupational benefits fund. The employer may not receive any reimbursements from any of these accounts. This does not apply to any excess contributions that may have been paid. The account interest rates are determined by the Foundation and may be adjusted at any time.

What obligations does the employer have?

6

In particular, the employer has the following obligations:

- It is responsible for the establishment of an occupational benefits fund commission formed for the purpose of the implementation of the occupational benefits coverage. The election procedure and the tasks and responsibilities of the occupational benefits fund commission are set out in the organizational regulations of the occupational benefits fund commission.
- It is required, in particular, to notify the Foundation without delay of the portfolio of insured persons as well as changes such as new hires and employees leaving, deaths, name changes, changes in marital status, salary changes, and all other changes that affect the occupational benefits relationship (e.g. partial liquidation, significant reduction in the workforce, and any cases of incapacitated employees after a period of 3 months). The immediate notification of changes to the portfolio of insured persons is extremely important for the insured and the Foundation in terms of the investment of retirement assets in particular. If such notifications are not made immediately, are incorrect, or are not made at all, and the Foundation incurs a loss as a result, the employer is liable for compensation.
- It must notify the Foundation of any change in the industry code (NOGA code).
- The employer must pay the contributions when they become due so as to allow retirement credits to be invested on a timely basis.

How are contributions invoiced and paid?

7

Contributions are calculated and billed to the employer monthly in advance, with payment due 20 days after invoicing.

The additional cost contributions invoiced to the employer pursuant to the cost regulations are payable within 30 days from the date of the invoice. In the event of partial or total termination of the contract, the cost contributions are due as of the contract termination date.

The contribution account must be balanced upon contributions becoming due, so that investments can be made in the investment strategy selected by the insured. Any balance in favor of the employer is carried forward. The employer will be billed for additional costs for payment reminders and collection processes as set out in the cost regulations.

If payment is not made on time, the employer will owe interest to the Foundation, the amount of which will be determined by the Foundation.

The employer is considered to have acknowledged the correctness of contribution invoices and reminders if it does not object in writing within 20 days after the issuing thereof.

If the Foundation is underfunded, it can levy restructuring contributions from the employer and insured persons.

When can the affiliation contract be terminated?

8

The affiliation contract can be terminated by giving notice 6 months before the date on which it expires.

If the contract is not terminated at least 6 months before the end of its term, it will be tacitly renewed for another year with the same notice period.

In the case of significant changes, the employer has the right, under the provisions of Art. 53 BVG/OPA, to give written notice on the affiliation contract by observing a 30-day notice period to the date on which the changes are due to come into force.

Significant changes will be communicated in writing at least 6 months before they come into force.

If the employer is in arrears with the payment of contributions, the Foundation may terminate the affiliation contract with immediate effect.

In the cases set out in section No. 9.3, termination of the affiliation contract is either not possible or only partly possible.

What are the consequences of termination of the contract?

9

9.1

Termination affects the following:

The pension relationships of active and disabled insured persons, subject to the provisions defined in section No. 9.2 letter a).

9.2

Termination does not affect the following:

a) Pension relationships of incapacitated insured persons with effective or foreseeable entitlement to exemption from contributions for whom the longest waiting period for all disability benefits is still in effect on the contract termination date or for whom the Foundation does not yet have all the information it needs in order to establish or reject entitlement to a disability pension.

These pension relationships will be terminated and transferred to the employer's new occupational benefits institution only as of the date when the person fully regains his or her capacity for work or when the longest waiting period of all disability benefits has expired and the Foundation is in possession of all the documents it needs in order to establish entitlement to a disability pension.

b) Survivors' benefits.

9.3

Special provisions relating to termination of the affiliation contract

a) The contract for the active insured persons can only be terminated after the new occupational benefits institution has confirmed in writing that it will also accept the disabled insured persons on the same terms.

If the Foundation and the new occupational benefits institution are unable to agree on the transfer of pension relationships, the affiliation contract cannot be terminated and remains in effect for the pension relationships of active, incapacitated, and disabled insured persons as well as for the effective survivors' pensions.

b) The affiliation contract remains in force for insurance relationships pursuant to section No. 9.2.

What entitlements and costs result from termination of the contract?

10

Entitlements in the event of total or partial termination of the contract are derived from the Foundation's regulatory provisions.

If the Foundation or the occupational benefits fund is underfunded, the amount of the shortfall is deducted from the claims pursuant to the regulatory provisions.

If the transfer to the new occupational benefits institution takes place after the termination date, no interest will be earned on the monies.

An additional cost contribution to cover the administrative costs in connection with the termination of the contract will be charged in accordance with the cost regulations.

Where can I find documents and information?

The documents are available for download at [AXA.ch/bvg](https://www.axa.ch/bvg).

11