



# **Occupational benefits fund regulations**

from January 1, 2026  
AXA Foundation 1e, Winterthur

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# Basis for the occupational benefits insurance

## 1 Foundation

**1.1** The provider of the occupational benefits insurance is AXA Foundation 1e, Winterthur (hereinafter referred to as the "Foundation").

**1.2** The Foundation provides exclusively extra-mandatory benefits that are not subject to the regulations governing mandatory occupational benefits insurance.

**1.3** The Foundation is affiliated with the LOB Guarantee Fund (Art. 56 et seq. OPA).

**1.4** The Board of Trustees is the Foundation's highest governing body. It is composed of an equal number of employer and employee representatives.

## 2 Occupational benefits fund

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

**2.2** In the case of professional association pension solutions, a collective occupational benefits fund is operated for several employers.

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

**2.4** The occupational benefits fund is a separate accounting unit of the Foundation. It has no legal personality of its own.

**2.5** The Occupational Benefits Fund Commission is the governing body of the occupational benefits fund. Its composition is governed by the organizational regulations of the Occupational Benefits Fund Commission.

**2.6** In the case of professional association pension solutions, the Professional Association Occupational Benefits Fund Commission is the governing body of the occupational benefits fund. Where these regulations refer to the Occupational Benefits Fund Commission, the provisions also apply to the Professional Association Occupational Benefits Fund Committee.

## 3 Occupational benefits fund regulations

**3.1** The occupational benefits fund regulations, together with the occupational benefits plan, regulate the occupational benefits insurance of the affiliated employers and the insureds of the Foundation, their surviving dependants, and other persons who may have rights or obligations under these Regulations.

**3.2** For the purposes of these Regulations, registered partnerships within the meaning of the Same-Sex Partnership Act (SSPA) are treated in the same way as marriages, and registered partners are treated in the same way as spouses.

## 4 Insureds

**4.1** The following are deemed to be insureds within the meaning of these regulations:

- Active insureds, including persons who are fully or partially incapacitated for work
- Persons with an entitlement to a disability pension

**4.2** For the purposes of these Regulations, actively insureds are deemed to be employees who fulfill the enrollment conditions in accordance with the occupational benefits plan, until their exit, full retirement, disability, or death.

**4.3** For the purposes of these Regulations, self-employed persons who meet the eligibility requirements under the occupational benefits plan are treated in the same way as employees and, in addition, are subject to the same obligations as employers.

**4.4** Members of boards of directors who meet the eligibility requirements under the occupational benefits insurance are treated as employees for the purposes of these Regulations.

## 5 Occupational benefits plan

**5.1** The occupational benefits plan specifies the group of insureds, the insured benefits, and the contributions, on the basis of the Regulations.

**5.2** The Occupational Benefits Fund Commission approves the occupational benefits plan within the framework of the principles applicable to the Foundation. Up to 3 occupational benefits plans with different contribution splits are permitted for each group insurance scheme (Art. 1c OPO 2).

**5.3** Unless otherwise specified in the occupational benefits plan within the framework of the principles applicable to the Foundation, the provisions of these Regulations apply.

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

On retirement:

- Retirement capital

In the event of incapacity for work and disability:

- Exemption from contributions
- Disability pension
- Disabled person's child's pension

In the event of death:

- Partner's pension
- Orphan's pension
- Lump sum payable on death

**5.5** The Occupational Benefits Fund Commission may set out and define further benefits within the framework of the principles laid down by the Board of Trustees in the occupational benefits plan.

## 6 Suitability of the occupational benefits plan

**6.1** The Foundation ensures in the affiliation contracts that the employers comply with the provisions of Art. 1a OPO 2.

**6.2** To this end, the Foundation drafts the affiliation contracts in accordance with the specifications laid down in Directives W – 01/2024 “Confirmation by the occupational benefits expert pursuant to Art. 52e (1<sup>bis</sup>) OPA and Confirmation pursuant to Art. 1a OPO 2” of the Occupational Pension Supervisory Commission OPSC.

## Enrollment

### 7 Enrollment in the Foundation and in the occupational benefits fund

**7.1** All employees belonging to the group of insureds pursuant to the occupational benefits plan shall be enrolled in the Foundation and in the occupational benefits fund of their employer.

**7.2** The employer carries out the enrollment.

**7.3** Partially disabled persons are enrolled, provided that they meet the requirements set forth in *Section 7.1* and do not have a disability level of 70 % or more. The coordination deductions and minimum/maximum amounts stipulated in the occupational benefits plan are not reduced for these persons.

**7.4** Persons subject to provisional continued insurance in accordance with Art. 26a OPA are enrolled at the earliest 3 years after the IV office has reduced or suspended the pension.

### 8 Vested benefits to be brought into the fund

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

**8.2** The vested benefits must be paid exclusively in cash in Swiss francs.

## Occupational benefits coverage

### 9 Scope of occupational benefits coverage

**9.1** The occupational benefits coverage begins on the day on which the person first joins the group of insureds pursuant to the occupational benefits plan, in each case however at the time when the person begins their journey to work and the eligibility requirements under *Section 7* are met.

**9.2** The occupational benefits coverage ends on the day on which the insured withdraws from the fund pursuant to *Section 72*.

**9.3** The coverage is valid worldwide.

### 10 Definitive coverage

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

**10.2** The occupational benefits coverage for the remaining benefits is definitive and without proviso if

- the insured is fully fit for work at the start of the coverage and
- the insured disability or death benefits do not exceed certain limits determined by the Foundation.

### 11 Provisional coverage

**11.1** The occupational benefits coverage is provisional while the Foundation carries out a health check, and specifically if

- a) the insured is not fully fit for work on enrollment, or
- b) the insured disability or death benefits on enrollment exceed certain limits determined by the Foundation, or
- c) the insured disability or death benefits later increase by a specified amount determined by the Foundation.

**11.2** An insured is not considered fully fit for work under these occupational benefits coverage provisions if, at the start of the occupational benefits coverage, they

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

**11.3** If incapacity for work or death occurs during the term of the provisional occupational benefits coverage and forms the basis for a claim, the Foundation provides the benefits acquired with the vested benefits brought into the occupational benefits fund. If the previous pension institution has made a proviso, the benefits will be paid taking this proviso into account. The remaining provisionally insured benefits will be paid only if the incapacity for work or death does not arise from circumstances (accident, illness, physical defect) that occurred before the provisional insurance coverage commenced.

### 12 Health check

**12.1** As part of a health check, the Foundation requires the insured to provide additional details of their state of health and may request information from a physician or require a medical examination.

**12.2** After the health check has been completed, the Foundation informs the insured in writing whether the occupational benefits coverage is definitive or granted with a proviso.

**12.3** If the insured refuses to cooperate in the health examination upon enrollment, the benefits for the risks of disability and death shall be limited to the benefits acquired with the vested benefits transferred, insofar as they were insured without reservation with the previous occupational benefits fund.

**12.4** If the insured refuses to participate in the health check when the insured disability and death benefits are increased, the benefits for the risks of disability and death will be restricted to the benefits previously granted without proviso.

**12.5** If the requested information and documents are not provided to the Foundation within 60 days, participation in the health check will be deemed to have been refused.

**13** **Coverage with proviso**

**13.1** The Foundation may attach a proviso for the risks of death and disability on the basis of the health check.

**13.2** The proviso is valid for a maximum of 5 years. A proviso instituted by a previous occupational benefits institution can remain in effect, in which case any period that has expired so far is applied.

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

**14** **Breach of disclosure obligation**

**14.1** If the Foundation determines that the insured has provided false or incomplete information about their state of health, it may terminate the occupational benefits plan. The coverage acquired with the vested benefits transferred remains reserved.

**14.2** The Foundation informs the insured accordingly in writing within 3 months of learning of the breach of the disclosure obligation.

**14.3** Contributions already paid will not be refunded.

**15** **Annual salary**

**15.1** The annual salary of insureds is the last known salary subject to OASI at the affiliated employer. Changes that have already been agreed for the current year are taken into consideration.

**15.2** The annual salary of self-employed persons is the last known income subject to OASI as a self-employed person, taking account of the changes planned for the current year.

**15.3** The annual salary relevant to occupational benefits is defined in the occupational benefits plan.

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

- one-off, or unforeseeable, or irregular special remuneration, overtime compensation, allowances for work on Sundays and public holidays, shift allowances, gratuities, and bonuses

**15.5** For insureds whose level of employment and annual salary fluctuate substantially, the average annual salary for the occupation group in question is generally used. The Occupational Benefits Fund Commission must determine the relevant principles in the occupational benefits plan or may provide for a different arrangement.

**15.6** If the insured has worked for the employer for less than one year, the annual salary is deemed to be the salary the insured would have received if they had worked for an entire year.

**15.7** The employer must notify the Foundation of the annual salary on enrollment, during the year upon any changes to the salary, and by January 1 each year.

**16** **Employment contracts with more than one employer**

**16.1** An employer's occupational benefits fund may insure only the salary that is earned from this employer.

**16.2** If the insured belongs to more than one occupational benefits fund and the sum of their salaries and income subject to OASI contributions is more than ten times the upper limit pursuant to Art. 8 para. 1 OPA, they must inform the Foundation of all their occupational benefits fund memberships and the salaries and income insured in each fund. The Foundation may subsequently reduce the annual salary relevant for occupational benefits insurance so that the total of all salaries and income subject to OASI contributions does not exceed ten times the upper limit under the OPA.

**17** **Salary changes**

**17.1** A salary change during the year is taken into consideration as of the date of the change and leads to the annual salary being recalculated on the basis of the new salary, calculated for a whole year. Other provisions pursuant to Section 15.5 remain reserved.

**17.2** If an insured's annual salary temporarily decreases due to illness, accident, unemployment, maternity/paternity leave, the arrival of an adopted child, or similar reasons, the previous pensionable salary continues to apply for as long as the employer is obligated to continue payment of salary under Art. 324a SCO, or during the period of maternity leave under Art. 329f SCO, paternity leave under Art. 329g SCO, carer's leave under Art. 329i SCO, or adoption leave under Art. 329j SCO. The insured may make a written request for a reduction in the pensionable salary.

**18** **Insured and insured salary**

**18.1** The pensionable salary is specified in the occupational benefits plan. It must come from the portion of the salary that exceeds one and a half times the upper limit specified in Art. 8 para. 1 OPA.

**18.2** According to Art. 79c OPA, the pensionable salary may not exceed ten times the upper limit.

## 19 Pensionable salary in the event of incapacity for work

19.1 If an insured becomes fully incapacitated for work, the salary and level of employment that were insured immediately prior to the commencement of the incapacity for work will continue to apply.

19.2 If an insured is partially incapacitated for work, the insurance is divided into an active part and a disabled part. The split is carried out based on the benefits level set forth in Section 42. The coordination deductions and minimum/maximum amounts stipulated in the occupational benefits plan are reduced commensurately.

19.3 In the active part, the salary earned from gainful employment is counted as the annual salary. The pensionable salary underlying the disabled part continues to apply.

19.4 If an insured is already partially unable to work at the time of enrollment, the salary earned in the course of gainful employment is considered to be the annual salary.

## 20 Unpaid leave

20.1 If the unpaid leave lasts no longer than one month, the coverage and contribution obligations of the insured and the employer remain fully in force.

20.2 In the case of unpaid leave lasting longer than one month but no longer than 24 months, the insured has the following irrevocable options as of the commencement of the unpaid leave:

- Unchanged continuation of insurance  
Coverage continues unchanged during the unpaid leave. The contributions defined in the occupational benefits plan, plus a supplement for accident coverage, must be paid in full and without interruption. The employer can charge this to the insured in full.
- Continuation of risk coverage  
The insured disability and death benefits insured immediately prior to the unpaid leave remain fully in force. No savings contributions will be levied for the period of unpaid leave. The other contributions defined in the occupational benefits plan, plus a supplement for accident coverage, must still be paid. The employer can charge this to the insured in full.
- Interruption of risk coverage  
During the period of interruption, there will be no entitlement to disability benefits and death benefits exceeding the retirement assets. In the event of death, there is an entitlement to a lump-sum death benefit in the amount of the effectively available retirement assets. No savings, risk, or cost contributions are levied during the period of interruption.
- Withdrawal/exit

20.3 Prior to the start of the unpaid leave, the employer shall inform the Foundation in writing as to which option the insured has chosen and whether the employer will pay the employer contributions or charge the contributions to the insured in full. Without notification from the employer, the previous occupational benefits coverage and the contribution obligations of the insured and the employer remain in full force.

20.4 Any insured starting a period of unpaid leave lasting more than 24 months will be treated as having withdrawn as of the start of the unpaid leave.

20.5 Any extension of an ongoing period of unpaid leave beyond 24 months will be treated as a withdrawal (exit) as of the date when the Foundation is notified of the extension.

## Retirement assets

### 21 Composition

21.1 The retirement assets of the insured are increased by:

- Savings contributions
- Vested benefits brought into the fund
- Benefits purchased by the insured
- Other amounts paid in
- Repayment of advance withdrawals for financing residential property
- Amounts paid in from pension benefits settlement on divorce
- Repurchases of benefits following a divorce
- Income and positive returns from the investment of retirement assets.

21.2 The retirement assets of the insured are reduced by:

- Advance withdrawals for purchasing residential property
- Capital to finance retirement and survivors' benefits that fall due.
- Partial pay-outs as a result of a divorce
- Expenses and negative returns from the investment of retirement assets.

21.3 The retirement assets consist of the uninvested portion and the invested portion.

- The invested portion corresponds to the effective value of the investment.
- The uninvested portion corresponds to the balance of funds that have not yet been invested or are no longer invested.

21.4 The retirement assets do not earn interest.

### 22 Savings contributions

The calculation basis and amount of the savings contributions are set forth in the occupational benefits plan.

### 23 Investment of retirement assets

23.1 In accordance with the provisions of the investment regulations, the insured may select an investment strategy with which the Foundation will invest the retirement assets.

23.2 The Foundation does not guarantee positive performance from the investment of retirement assets or income, nor does it guarantee capital preservation. It is not liable for any losses incurred or profits lost from the investment of retirement assets.

<b>23.3</b>	The Foundation generally invests retirement assets within 15 working days of receiving: <ul style="list-style-type: none"> <li>• Savings contributions</li> <li>• Vested benefits</li> <li>• Purchase of additional benefits</li> <li>• Repayment of advance withdrawal for financing residential property</li> <li>• Amounts paid in from pension benefits settlement on divorce</li> <li>• Other amounts paid in</li> <li>• Repurchases of benefits following a divorce</li> </ul>
<b>23.4</b>	If the Foundation is aware that an insured is leaving the company or retiring completely, it will only invest the retirement assets until 15 working days before this event.

<b>24</b>	<b>Divestment of retirement assets</b>
<b>24.1</b>	The Foundation generally divests retirement assets within 15 working days prior to one of the following events, provided that it has been notified of this at least 30 days in advance with all the necessary details: <ul style="list-style-type: none"> <li>• Withdrawal (exit)</li> <li>• Partial or full retirement</li> <li>• Advance withdrawals under the home ownership promotion scheme.</li> </ul>
<b>24.2</b>	It divests retirement assets as quickly as possible, usually within 15 working days of receiving all the necessary information about one of the following events: <ul style="list-style-type: none"> <li>• Withdrawal, provided this is notified more than 30 days in advance</li> <li>• Partial or full retirement, provided this is notified more than 30 days in advance</li> <li>• Death of the insured</li> <li>• Entry into force of a Swiss divorce decree instructing the Foundation to divide the insured's retirement assets.</li> </ul>

## Contributions

<b>25</b>	<b>Obligation to pay contributions</b>
<b>25.1</b>	The obligation to pay contributions commences on the date of the insured's enrollment.
<b>25.2</b>	The obligation to pay contributions ends <ol style="list-style-type: none"> <li>a) with the full withdrawal of retirement benefits, or</li> <li>b) on withdrawal (exit) from the fund, or</li> <li>c) on the death of the insured.</li> </ol>
<b>25.3</b>	Where there exists an exemption from contributions in accordance with <i>Section 39</i> , there is no obligation to pay contributions.
<b>25.4</b>	The employer deducts the insured's contributions from the salary and transfers them together with its own contributions to the Foundation.
<b>25.5</b>	The employer finances its contributions with its own funds or from contribution reserves set up for this purpose.

<b>26</b>	<b>Composition and division</b>
<b>26.1</b>	The occupational benefits plan sets forth which of the following contributions are levied and how they are financed: <ul style="list-style-type: none"> <li>• Savings contributions to build up retirement assets</li> <li>• Risk contributions to finance benefits in the event of disability or death</li> <li>• Cost contributions to cover the Foundation's administrative costs</li> <li>• Contributions to the LOB Guarantee Fund.</li> </ul>
<b>26.2</b>	Employer contributions must equal at least the total of those of all insureds (parity of contributions), except in the case of <ul style="list-style-type: none"> <li>• unpaid leave (<i>Section 20</i>)</li> <li>• contributions for special expenses in accordance with the cost regulations.</li> </ul>
<b>26.3</b>	The payment frequency of the contributions is set out in the occupational benefits plan.

## Purchase of additional benefits

<b>27</b>	<b>Purchase of additional benefits to improve pension coverage</b>
<b>27.1</b>	The insured may purchase additional benefits up to the amount of the benefits as specified in the regulations.
<b>27.2</b>	The maximum permissible purchase amount corresponds to the difference between the maximum possible amount of retirement assets at the time of purchase and the actual retirement assets.
<b>27.3</b>	Reductions in the maximum purchase amount are determined in accordance with Art. 60a OPO 2.

<b>28</b>	<b>Maximum possible retirement assets</b>
<b>28.1</b>	The maximum possible retirement assets correspond to the retirement assets that would be accrued in accordance with the occupational benefits plan if there were no gaps in contributions and the current pensionable salary were to apply until the date of purchase.
<b>28.2</b>	No contributions that are higher than an average of 25% of the insured salary per possible contribution year, not including interest, are used for calculating the purchase amount.
<b>28.3</b>	If occupational benefits insurance is to be continued/retirement benefits are to be deferred beyond the reference age, the retirement assets cannot exceed the amount that would have been reached at reference age under the occupational benefits plan and the pensionable salary valid at that time and with no gaps in the contribution period.

<b>29</b>	<b>Benefits purchased for early retirement</b>
<b>29.1</b>	The insured can make additional purchases over and above the maximum possible retirement assets in order to partially or fully eliminate any reductions that may arise in connection with the early withdrawal of retirement benefits.

<b>29.2</b>	The maximum permissible purchase amount for early retirement corresponds to the difference between the retirement assets that would be available under the occupational plan with a full contribution period and the current insured salary a) up to the date of normal retirement, and b) the amount that would be available up to the date of early retirement.	<b>33.3</b>	The reference age is specified in the occupational benefits plan.
<b>34</b> <b>Full early retirement</b>			
<b>29.3</b>	If early retirement is waived, the retirement assets in accordance with <i>Section 29.2</i> letter a) may not be exceeded by more than 5 % at the time of receipt of the retirement benefit. At maturity, any accrued retirement assets that exceed this amount remain with the Foundation.	<b>34.1</b>	An active insured may take early retirement as of their 58th birthday.
		<b>34.2</b>	An insured drawing a disability pension can take early retirement as of their 58th birthday and only for the active portion of the occupational benefits plan in accordance with <i>Section 19</i> .
		<b>34.3</b>	Earlier retirement is permitted in the cases listed in Art. 1i para. 2 OPO 2.
		<b>34.4</b>	Early retirement requires gainful employment to have ceased.
<b>35</b> <b>Partial retirement</b>			
<b>30</b> <b>Restrictions</b>		<b>35.1</b>	An insured may take partial retirement as of their 58th birthday.
<b>30.1</b>	A minimum amount of CHF 1,000 applies per purchase.	<b>35.2</b>	Partial retirement presupposes a reduction in the annual salary and is permissible only for the active portion of their occupational benefits plan in accordance with <i>Section 19</i> .
<b>30.2</b>	If advance withdrawals were made to finance home ownership, additional benefits may be purchased only after all the advance withdrawals have been repaid. This does not apply when repurchasing benefits that were transferred to the spouse in connection with a divorce in accordance with <i>Section 67</i> and <i>Section 68</i> .	<b>35.3</b>	The insured may draw their retirement benefit staggered in up to 3 steps, with the third step triggering full retirement. The following applies to each step: <ul style="list-style-type: none"><li>• The percentage of the retirement benefit drawn may not exceed the percentage of the reduction in the annual salary.</li><li>• In the first step, at least 20 % of the retirement benefit must be drawn.</li><li>• If a step results in the remaining annual salary no longer satisfying the conditions for enrollment as set out in the occupational benefits plan, full retirement is triggered.</li></ul>
<b>30.3</b>	Purchases are permitted up to 3 years before full retirement and exclusively on the active portion of the occupational benefits plan in accordance with <i>Section 19</i>	<b>35.4</b>	The insured is deemed to have retired to the extent of the retirement benefits drawn.
<b>30.4</b>	See <i>Section 79</i> for the tax treatment of the purchase.		
<b>31</b> <b>Use of benefits purchased</b>			
<b>31.1</b>	Unless the insured requests otherwise in writing, benefits purchased are first used to close any pension gaps resulting from divorce	<b>36</b> <b>Deferral of retirement benefits beyond the reference age</b>	
<b>31.2</b>	The benefits resulting from the purchases are set out in the occupational benefits plan.	<b>36.1</b>	An active insured may defer drawing their retirement benefits in full or in part until the end of the employment relationship, but at any rate until no later than their 70th birthday.
<b>32</b> <b>Deposits by the employer</b>			
	The employer can make deposits into the occupational benefits provision of insureds and of persons entitled to survivors' benefits.	<b>36.2</b>	When retirement benefits are deferred, savings contributions are no longer levied.
		<b>36.3</b>	If the active insured no longer meets the eligibility requirements under the occupational benefits plan, they will be fully retired.
		<b>36.4</b>	Disability benefits, partner's and orphan's pensions, and death lump sums exceeding the retirement assets are no longer insured once the OASI reference age is reached.
<b>Retirement</b>			
<b>33</b> <b>Regular retirement of insureds</b>			
<b>33.1</b>	An active insured retires when they reach the reference age, unless they take early retirement ( <i>Section 34</i> ), defer the retirement benefits ( <i>Section 36</i> ), or continue the occupational benefits insurance ( <i>Section 37</i> ).	<b>37</b> <b>Continuation of occupational benefits insurance beyond the reference age</b>	
<b>33.2</b>	An insured drawing a disability pension is retired within the meaning of these Regulations when they have reached the reference age that was specified in the occupational benefits plan at the time of the onset of the incapacity for work, the cause of which led to their disability.	<b>37.1</b>	If an active insured continues their employment relationship beyond the reference age, they may request that

	the occupational benefits insurance be continued, in full or in part, until the employment relationship ends, but not beyond their 70th birthday.
<b>37.2</b>	Partial continuation of occupational benefits insurance is permissible only if the annual salary is reduced at the same time. The active insured is deemed to be retired to the extent of the reduction in their annual salary, unless they defer the retirement benefits ( <i>Section 36</i> ). The scope of the occupational benefits insurance that will be continued is based on the reduced annual salary.
<b>37.3</b>	The contributions specified in the occupational benefits plan must continue to be made during the continuation of the occupational benefits insurance.
<b>37.4</b>	If the active insured no longer meets the eligibility requirements under the occupational benefits plan, they will be fully retired.
<b>37.5</b>	Disability benefits, partner's and orphan's pensions, and death lump sums exceeding the retirement assets are no longer insured once the OASI reference age is reached.

## Benefits on retirement

### 38 Retirement capital

<b>38.1</b>	The insured is entitled to retirement benefits from the first day of the month following retirement.
<b>38.2</b>	The retirement capital equals the accrued retirement assets at the time when they are drawn.
<b>38.3</b>	If the retirement benefits are deferred or the occupational benefits insurance is continued, entitlement to retirement capital commences on the first day of the month following termination of the employment relationship or at the latest on the first day of the month after the 70th birthday.
<b>38.4</b>	If the insured is married, a full or partial withdrawal of the retirement capital requires the spouse's written consent. The insured may appeal to a court if they are unable to obtain such a statement or if it is refused.

## Benefits in the event of incapacity for work and disability

### 39 Exemption from contributions

<b>39.1</b>	Both the person who is incapacitated or disabled and the employer are entitled to an exemption from contributions if the person who is incapacitated or disabled <ul style="list-style-type: none"> <li>• has a level of incapacity for work or disability of at least 40 % and</li> <li>• was insured under these Regulations at the time when the incapacity for work occurred.</li> </ul>
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<b>39.2</b>	Entitlement to the exemption from contributions arises after expiration of the waiting period defined in the occupational benefits plan.
<b>39.3</b>	During the exemption from contributions, the contributions are paid by the Foundation in accordance with the benefits level ( <i>Section 42</i> ).
<b>39.4</b>	Entitlement to the exemption from contributions lapses, subject to any provisional continuation of insurance ( <i>Section 43</i> ), if <ul style="list-style-type: none"> <li>a) the level of incapacity for work or disability falls below 40 %, or</li> <li>b) the DI office rejects the obligation to pay benefits or discontinues the pension, or</li> <li>c) the incapacitated or disabled person reaches the reference age defined in the occupational benefits plan at the onset of incapacity for work, or</li> <li>d) the incapacitated or disabled person dies.</li> </ul>

### 40 Disability pension

<b>40.1</b>	After the waiting period specified in the occupational benefits plan has expired, the insured is entitled to a disability pension if they are at least 40 % disabled within the meaning of the DI and were insured under these occupational benefits regulations when the incapacity to work that led to the disability occurred.
<b>40.2</b>	The amount of the annual disability pension is derived from <ul style="list-style-type: none"> <li>• the insured disability pension</li> <li>• multiplied by the benefits level.</li> </ul> A reduction and coordination with other insurance benefits remain reserved.
<b>40.3</b>	The amount of the insured disability pension is specified in the occupational benefits plan.
<b>40.4</b>	If the agreed waiting period is 24 months and the daily benefits in the event of incapacity for work due to illness are not paid for the entire 24-month period, the disability pension and disabled person's child's pension are provided from the date on which the entitlement to daily benefits lapses. The disability pension and disabled person's child's pension are paid from the date of the legally binding DI pension decision at the earliest.
<b>40.5</b>	The entitlement to a disability pension based on incapacity for work of at least 40 % begins at the earliest upon entitlement to an DI pension.
<b>40.6</b>	Entitlement to a disability pension lapses, subject to any provisional continuation of insurance ( <i>Section 43</i> ), at the month-end after <ul style="list-style-type: none"> <li>a) the DI office discontinues the pension, or</li> <li>b) the insured retires, or</li> <li>c) the insured dies.</li> </ul>

### 41 Disabled person's child's pension

<b>41.1</b>	An insured drawing a disability pension is entitled to a disabled person's child's pension for each child who would be eligible for an orphan's pension in the event of the insured's death.
<b>41.2</b>	The amount of the annual disabled person's child's pension is specified in the occupational benefits plan.

**41.3** The entitlement begins at the same time as the entitlement to the disability pension or with the later addition of a child in accordance with Section 41.1.

**41.4** The entitlement lapses, subject to the provisional continuation of insurance (Section 43), at the month-end after

- the insured's entitlement to the disability pension lapses, or
- the child reaches the final age, or
- the conditions of pension entitlement are no longer met, or
- the child dies.

**41.5** The final age is specified in the occupational benefits plan. A child's eligibility for a pension continues past the final age if the child is in education or training or has a level of disability of at least 70 %, but at the latest until the month-end following the 25th birthday.

## 42 Level of benefits

**42.1** The benefits level is determined for all disability benefits according to the following benefits scale:

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

**42.2** The level of incapacity for work corresponds to the incapacity for work as certified by a doctor.

**42.3** The degree of disability is based on the degree of disability legally determined by the DI, whereby only the portion relevant to earning capacity is taken into account.

## 43 Provisional continuation of insurance

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

**43.2** Occupational benefits coverage and entitlement to benefits will be maintained for as long as the insured receives transitional benefits pursuant to Art. 32 InvIA.

**43.3** During the period of continued insurance and entitlement to benefits, the occupational benefits institution

will reduce the disability pension according to the insured's reduced disability level, but only to the extent that the reduction is offset by any supplementary income the insured earns.

**43.4** The insureds affected are deemed to be disabled as defined in these Regulations.

## 44 Change in the level of disability

**44.1** If the level of disability changes by at least 5 percentage points, the Foundation reviews the entitlement to benefits and adjusts it if necessary.

**44.2** If, as a result of a reduction in the level of disability, the Foundation has paid out benefits that were too high, these benefits must be repaid.

**44.3** The Foundation may redetermine the pension at any time if the DI decision on which the pension entitlement is based is shown to be incorrect.

## 45 Duty to cooperate

**45.1** The Foundation may request additional information and proof or obtain these itself.

**45.2** The Foundation may require the insured to undergo an examination by a medical expert at any time. The Foundation meets the costs.

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

**45.4** The Foundation may temporarily or permanently reduce or refuse the benefits if the insured does not of their own accord contribute as much as can be reasonably expected of them to this process, does not provide the documents required in order to verify the obligation to pay benefits, or does not consent to the inspection of medical files.

## Benefits on death

### 46 Requirements for benefits on death

Entitlement to death benefits requires that at the time of their death or at the onset of the incapacity for work, the cause of which led to their death, the deceased

- was an active insured, or
- was entitled to a disability pension.

## 47 Partner's pension

**47.1** Entitlement to a partner's pension is subject to the conditions for a partner's pension with extended coverage or basic coverage. The occupational benefits plan specifies whether the partner's pension is insured with extended coverage or basic coverage.

**47.2** The amount of the annual partner's pension is specified in the occupational benefits plan.

**47.3** The entitlement arises at the time of death of the deceased. If at that time the deceased was receiving a disability pension, the entitlement arises on the first day of the month after the death.

## 48 Extended coverage

**48.1** The spouse or life partner pursuant to Section 50 is entitled to a partner's pension.

**48.2** The entitlement lapses at the month-end after

- the eligible person marries again prior to reaching the age of 45. In this case, a single lump sum will be paid equal to 3 annual pensions.
- the eligible person dies.

## 49 Basic coverage

**49.1** The spouse is entitled to a partner's pension if, at the time of the death of the deceased, they

- are responsible for the maintenance of one or more children, or
- are at least 45 years old and the marriage lasted at least 5 years. The period during which the surviving spouse resided with the deceased in a domestic partnership in the same household and domicile without interruption up to the date of marriage is counted toward the length of the marriage.

**49.2** The life partner pursuant to Section 50 is entitled to a partner's pension if, at the time of the death of the deceased, they

- are required to pay support for one or more joint children, or
- are at least 45 years old.

**49.3** If neither of the conditions under Section 49.1 letter a) or b) or Section 49.2 letter a) or b) are met, the Foundation will pay out a single lump sum equal to 3 annual pensions.

**49.4** Entitlement to the partner's pension lapses at the month-end after the eligible person

- marries, or
- dies.

## 50 Life partner

A life partner within the meaning of these Regulations exists if, at the time of the death, both life partners are unmarried, not in a registered partnership, and not related to one another, and

- both life partners lived in a domestic partnership in the same household and domicile without interruption for 5 years immediately prior to the death of the deceased, if and for as long as the health situation allowed this.
- the insured supported the surviving life partner to a significant degree, or
- the surviving life partner is responsible for the maintenance of one or more joint children.

## 51 Reduction in the partner's pension

**51.1** If the eligible person is more than 10 years younger than the deceased, the partner's pension is reduced by 1% for each year or part of a year that exceeds the age difference of 10 years.

**51.2** The surviving partner is not entitled to a partner's pension if they receive a spouse's pension or partner's pension from a domestic or foreign pension plan.

## 52 Lump-sum withdrawal of partner's pension

**52.1** If the eligible person wishes to make a lump-sum withdrawal of the partner's pension, they must submit a declaration to this effect before the first pension payment is due.

**52.2** The lump sum equals the cash value of the pension due as calculated by the Foundation. The cash value of the pension is reduced by 3% for each full year or part of a year before the eligible person's 45th birthday. The lump sum is equal to at least 4 annual pensions or the accrued retirement assets.

**52.3** The lump-sum withdrawal causes the entitlement to pension benefits to lapse.

## 53 Orphan's pension

**53.1** Those eligible for an orphan's pension are:

- Children and foster children entitled to an OASI/DI pension
- The step-children who were supported in full or in part by the deceased.

**53.2** The amount of the annual orphan's pension is specified in the occupational benefits plan.

**53.3** The entitlement arises on the deceased's date of death. If the orphan's pension replaces a retired person's child's pension or a disabled person's child's pension, the entitlement arises on the first day of the month after the death.

**53.4** The entitlement lapses at the month-end after

- the child has reached the final age, or
- the conditions of pension entitlement are no longer met, or
- the child dies.

**53.5** The final age is specified in the occupational benefits plan. A child's eligibility for a pension continues past the final age if the child is in education or training or has a level of disability of at least 70 %, but at the latest until the month-end following the 25th birthday.

## 54 Lump sum payable on death

**54.1** A death benefit insured under the occupational benefits plan becomes payable if the deceased person had not reached the reference age and had not taken full early retirement at the time of death.

**54.2** The amount of the lump sum payable at death is set out in the occupational benefits plan.

**54.3** The entitlement is governed by the order of beneficiaries.

<b>54.4</b>	The lump sum payable at death does not form part of the deceased's estate.	
<b>55 Order of beneficiaries</b>		
<b>55.1</b>	Persons are entitled to the lump sum payable at death in the following groups: a) the spouse; if none b) the children eligible for an orphan's pension; if none c) natural persons supported to a significant degree by the deceased; or – the person with whom the deceased lived in a domestic partnership as specified under Section 50 or who is responsible for the maintenance of one or more joint children; – persons already receiving a partner's pension from a domestic or foreign pension plan have no entitlement to a lump sum payable on death; if none d) the children not eligible for an orphan's pension; if none e) the parents; if none f) the siblings and half-siblings; if none g) any other legal heirs, with the exception of the canton and commune.	
<b>55.2</b>	If there is more than one survivor in the same group, the lump-sum death benefit is paid out to the members of the group in equal shares.	
<b>55.3</b>	In the case of eligible persons under g), half the lump-sum death benefit is paid out.	

## Payment of benefits

<b>56 Payment of occupational benefits</b>	
<b>56.1</b>	Benefits are due 30 days after the Foundation has received all the information it needs in order to check eligibility.
<b>56.2</b>	Pensions that are due are paid monthly in advance on the first day of the month.
<b>56.3</b>	If the obligation to pay benefits does not commence on the first day of the month, the first monthly pension is paid on a pro rata basis.
<b>56.4</b>	The payment of occupational benefits in the form of securities is excluded.
<b>56.5</b>	If the benefits have been pledged, the pledgeholder's written consent is required before the benefits can be paid out.
<b>56.6</b>	If the Foundation has a duty to notify in the event that the insured fails to comply with their maintenance obligations (Art. 40 OPA in conjunction with the Ordinance on Debt Collection Assistance), payment of lump-sum benefits will be made – subject to any other instructions by the court – at the earliest 30 days after delivery of the notification of the lump-sum payment to the responsible debt collection assistance authority.

<b>57 Lump-sum payment of "small pot" pension benefits</b>	
	The Foundation pays out the present value of the pension instead of a pension if
a) the disability pension payable in the event of full disability is less than 10 %, or b) the partner's pension amounts to less than 6 %, or c) the retired person's child's pension, disabled person's child's pension, or orphan's pension amounts to less than 2 % of the minimum single OASI old-age pension.	
<b>58 Default interest</b>	
If the Foundation is in arrears with the payment of an occupational benefit, it incurs default interest equal to the prevailing minimum OPA interest rate.	
<b>59 Cost-of-living adjustments</b>	
<b>59.1</b>	Survivors' and disability pensions are adjusted to increases in the cost of living within the scope of the Foundation's financial capacity.
<b>59.2</b>	The Board of Trustees decides annually if and to what extent pensions will be adjusted. The Foundation may also decide to make a one-off payment instead of adjusting pensions.
<b>60 Assignment and pledging</b>	
The claim on benefits before they are due may neither be assigned nor pledged, with the exception of a pledge for home ownership.	
<b>61 Coordination with accident and military insurance</b>	
<b>61.1</b>	If the occupational benefits plan limits the fund's liability to pay benefits to cases of illness, there is no entitlement to benefits if an accident insurer pursuant to AIA or Millia is liable to pay benefits.
<b>61.2</b>	If, in addition to the disability caused by an accident, there is also a proven illness-related disability that is not covered by accident insurance, there exists for the illness-related portion of the disability an entitlement to benefits in the amount of the difference between the level of disability determined by the DI office and the level of disability determined by the accident insurance office.
<b>61.3</b>	Any claim to a disability or disabled person's child's pension arises no earlier than when the accident insurer or military insurance stops payment of daily benefits and replaces the daily benefits with a disability pension.
<b>61.4</b>	If accident and illness occur together, the provisions as set out in Section 61.1 and Section 61.3 apply only to the part which is a result of the accident.
<b>61.5</b>	If the limitation to cases of illness applies only to persons subject to the AIA, persons not subject to the AIA are insured only if they have been registered separately.

## 62 Correlation with other insurance benefits

**62.1** The Foundation will reduce the disability and survivors' pensions if these benefits together with the creditable income pursuant to *Section 62.3* exceed 90 % of the earnings presumed to be have been forgone.

**62.2** The income estimated to have been forgone corresponds to the total earned and replacement income that the person eligible for a disability pension, or the deceased, would have been expected to receive if the injuring event had not occurred.

**62.3** Creditable income includes benefits of the same type and purpose paid to the eligible person due to an injuring event, such as

- pensions from Swiss and foreign social insurance schemes and occupational benefits institutions, with the exception of lump-sum benefits, care allowances for persons unable to look after themselves, impairment compensation, settlements, assistance contributions, and similar benefits
- daily benefits from mandatory insurance
- daily benefits from voluntary insurance, if at least half of these are financed by the employer
- orphan's pensions for children in accordance with *Section 53.1*.

**62.4** A person entitled to a disability pension is also credited for any continued income from gainful employment or replacement income, or any income which the insured can still be reasonably expected to earn, except in the case of supplementary income earned while the person participates in a reintegration program pursuant to Art. 8a InvIA.

## 63 Assignment of claims against liable third parties

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

## 64 Review, reduction, and recovery of benefits

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

**64.2** The Foundation may reduce its benefits to the corresponding extent if the OASI/DI reduces, withdraws, or withholds a benefit because the eligible person has caused the death or disability through gross negligence or resists the DI office's efforts to reintegrate them into the workforce.

**64.3** Benefits paid without justification are reclaimed by the Foundation, including interest. The Foundation may waive the recovery if the person who received the benefit was acting in good faith and reclaiming the benefit would lead to great hardship.

## Promotion of home ownership

The provisions of the regulations for the promotion of home ownership apply.

## 65 Advance withdrawals

**65.1** The insured may withdraw an amount from their retirement savings for residential property for their own use until they reach full retirement age, but no later than the reference age. If the insured is partially disabled, the advance withdrawal is limited to the active portion of the occupational benefits plan in accordance with *Section 19*.

**65.2** The advance withdrawal in accordance with the regulations for the promotion of home ownership is limited to 95 % of the retirement assets actually available at the time of the disinvestment.

## 66 Pledging

The insured may pledge their entitlement to occupational benefits or an amount up to the amount of their vested benefits until they reach full retirement age, but no later than the reference age. If the insured is partially disabled, the pledge is limited to the active portion of the occupational benefits plan in accordance with *Section 19*.

## Divorce

### 67 Division of vested benefits

**67.1** The vested benefits acquired during the marriage up to the date of commencement of divorce proceedings and any advance payments for home ownership shall be divided in accordance with a final Swiss divorce decree.

**67.2** The pension benefits settlement is limited to the amount of the retirement assets actually available at the time of the disinvestment.

**67.3** Benefits whose amount depends on the retirement assets are reduced as a result of the division of the vested benefits.

**67.4** Insureds may purchase additional benefits for the sum of the transferred vested benefits pursuant to Art. 22d VBA. This will increase their occupational benefits pursuant to *Section 67.3* accordingly.

### 68 Division of vested benefits in the case of disabled persons

**68.1** If the insured is fully or partially disabled, the accrued vested benefits are deemed to be equal to the amount to which they would be entitled if they were not disabled.

**68.2** The amount and use of any vested benefits transferred to the spouse are subject to the legally effective Swiss divorce decree.

<b>68.3</b>	The pension benefits settlement is limited to the amount of the retirement assets actually available at the time of the disinvestment.	occupational benefits plan, the existing retirement assets remain fully invested and there is no entitlement to a vested benefits payment.
<b>68.4</b>	Future retirement and survivors' benefits whose amount depends on the retirement assets are reduced as a consequence of the division of the vested benefits.	<b>73.3</b> The vested benefits equal the retirement assets effectively accrued up to the date of withdrawal.
<b>68.5</b>	Ongoing disability benefits are not reduced as a consequence of the division of the vested benefits.	<b>73.4</b> Vested benefits become due on withdrawal from the occupational benefits fund.
<b>68.6</b>	Disabled persons may purchase additional benefits for the sum of the transferred vested benefits pursuant to Art. 22d VBA. Future retirement and survivors' benefits whose amount depends on the retirement assets are increased as a consequence.	<b>73.5</b> The vested benefits earn interest as follows: <ul style="list-style-type: none"> <li>• After due date: No interest</li> <li>• After 30 days past the due date and after the Foundation has received the necessary information: Default interest in accordance with Art. 2 para. 4 VBA.</li> </ul>
<b>69</b>	<b>Retirement during divorce proceedings</b>	<b>73.6</b> In accordance with the instructions of the person withdrawing, the vested benefits are either transferred to the occupational benefits institution of the new employer ( <i>Section 74</i> ), paid out in cash ( <i>Section 75</i> ), or transferred to a vested benefits institution ( <i>Section 76</i> ).
<b>70</b>	<b>Verifying that the legal pension claims have been met</b>	<b>73.7</b> The transfer or payment of vested benefits in the form of securities is excluded.
	Until it is verified that the legal pension claims of the entitled spouse have been met, the Foundation reserves the right to demand additional documents for examination of the facts. For as long as these have not been provided, it may reject any payment request by the insured.	<b>73.8</b> If the withdrawing person is partially incapacitated for work or disabled, they are entitled to vested benefits corresponding to the active portion of their occupational benefits plan in accordance with <i>Section 19</i> . If they later become fully capable of working but do not enter into another employment relationship with the affiliated employer, they are also entitled to vested benefits for the portion of their occupational benefits coverage that is continued after the termination of their employment relationship.
<b>71</b>	<b>Vested benefits or pension shares brought into the fund</b>	<b>74</b> <b>Transfer to the new employer's occupational benefits institution</b>
	Vested benefits or pension shares pursuant to Art. 124a of the SCC that are transferred as a result of divorce are incorporated into the retirement assets.	If the withdrawing person continues to be covered by occupational benefits insurance with the new employer, the Foundation transfers the vested benefits to the new employer's occupational benefits institution in accordance with the withdrawing person's instructions.
<b>Withdrawal from the fund and vested benefits</b>		
<b>72</b>	<b>Withdrawal (exit)</b>	<b>75</b> <b>Cash payment</b>
<b>72.1</b>	An active insured withdraws from the fund if they no longer fulfill the conditions for enrollment in the occupational benefits plan – notably on termination of the employment relationship with the affiliated employer – and there is no entitlement to an exemption from contributions.	<b>75.1</b> The withdrawing person may request the cash payment of the vested benefits if <ol style="list-style-type: none"> <li>a) the insured permanently leaves Switzerland and does not live in Liechtenstein.</li> <li>b) they become self-employed and are no longer subject to mandatory occupational benefits insurance.</li> <li>c) the vested benefits amount to less than one annual contribution by the insured.</li> </ol>
<b>72.2</b>	The provisions on unpaid leave pursuant to <i>Section 20</i> shall remain reserved.	<b>75.2</b> The withdrawing person must provide the required proof before a cash payment can be made.
<b>73</b>	<b>Vested benefits</b>	<b>75.3</b> If the withdrawing person has purchased additional benefits, the vested benefits purchased with this sum may not be paid out in cash within the next 3 years.
<b>73.1</b>	The withdrawing person is entitled to vested benefits, provided that they have accrued retirement assets.	<b>75.4</b> If the withdrawing person is married, the spouse's written consent is required before the benefits can be paid out in cash. The withdrawing person may appeal to a court if they are unable to obtain such a statement or if it is refused.
<b>73.2</b>	If the insured reduces their level of employment and continues to meet the eligibility requirements under the	

**75.5** If the vested benefits have been pledged, the pledgeholder's written consent is required before the benefits can be paid out in cash.

**75.6** If the Foundation has a duty to notify in the event that the insured fails to comply with their maintenance obligations pursuant to Art. 40 OPA in conjunction with the Ordinance on Debt Collection Assistance, the Foundation will pay the vested benefits – subject to any other instructions by the court – at the earliest 30 days after delivery of the notification of the lump-sum payment to the responsible debt collection assistance authority.

## 76 Transfer to a vested benefits institution

If the vested benefits can neither be transferred to another occupational benefits institution nor paid out in cash, the withdrawing person may instruct the Foundation to transfer the vested benefits to a vested benefits account or vested benefits policy.

## 77 Transfer to the Substitute Occupational Benefit Institution

In the absence of any communication from the withdrawing person regarding the use of the vested benefits, the Foundation transfers them no sooner than 6 months but no later than two years after the person's withdrawal to the Substitute Occupational Benefit Institution (Art. 60 et seq. OPA).

## 78 Extended coverage

After the insured withdraws from the occupational benefits fund, coverage against the risks of disability and death remains valid until the insured joins a new pension fund, but for no longer than one month.

# Taxes

## 79 Taxes

**79.1** For the tax treatment in particular of purchases, advance withdrawals for home ownership, and partial withdrawals of the retirement benefit (partial retirement), the legal provisions and the tax practices of the tax authorities are definitive.

**79.2** When reviewing tax privileges in connection with a purchase, the tax authorities generally consider a tax subject's overall assets, in particular the assets held with other pension institutions (consolidated view).

**79.3** The insured is responsible for clarifying the tax consequences of a purchase, an advance withdrawal for home ownership, or a partial withdrawal, and for the tax consequences themselves.

**79.4** The Foundation rejects all liability if the tax authorities restrict or refuse tax privileges following a purchase or partial withdrawal.

# Information and notification requirements

## 80 Benefits statement from your pension fund

**80.1** The Foundation issues a pension fund certificate to the insured annually and in the event of changes to the occupational benefits.

**80.2** The pension fund certificate contains information about the occupational benefits insurance, particularly:

- Accrued retirement savings and current interest rate
- Projected benefits in the event of retirement, disability, and death
- Maximum possible purchase of additional benefits
- Maximum amount possible as an advance withdrawal and pledge (promotion of home ownership)
- Vested benefits on withdrawal from the fund
- Monthly contributions by the employer and the insured

**80.3** The pension fund certificate may be accessed at any time via the [myAXA](#) online portal.

## 81 Foundation's duty to provide information

On request, the Foundation provides insureds and persons entitled to survivors' benefits with further information about their benefits insurance or entitlement to benefits, and about the Foundation's business activities.

## 82 Insured's duty to notify

The insured has a duty to notify the Foundation within 30 days of any event that has implications for their occupational benefits cover. This includes in particular:

- Change of address
- Change in marital status

## 83 Duty to notify of persons entitled to a pension

**83.1** All persons entitled to a pension have a duty to notify the Foundation immediately of any event that has implications for their pension. This includes in particular:

- Change of address
- Change in bank account
- Change in marital status
- A change in entitlement to pensions in respect of social insurance providers (OASI, disability, accident or military insurance, social insurance plans from a provider in another country)
- A return to or improvement in the capacity to work
- The addition of children (e.g. birth or adoption)
- Completion or discontinuation of a training program by children entitled to a pension
- Death of a child entitled to a pension

**83.2** Persons entitled to disability or survivors' pensions also have a duty to notify the Foundation of any creditable income (e.g. domestic or foreign social benefits, benefits from other occupational benefits institutions, income from continued employment).

## 84 Survivors' duty to notify

Survivors have a duty to notify the Foundation immediately of the death of a person receiving a pension.

# Coverage shortfall suffered by the Foundation

## 85 Coverage shortfall suffered by the Foundation

85.1 The Foundation must at all times provide assurance that it can fulfill its obligations under the regulations.

85.2 If the Foundation suffers a coverage shortfall, the Board of Trustees must work with the occupational benefits expert to implement suitable restructuring measures.

85.3 The Foundation may levy restructuring contributions from employers, insureds, and persons entitled to a survivor's pension. The employer's restructuring contribution must be at least equal to the total of all restructuring contributions paid by the active insureds.

# Termination of affiliation contract

## 86 Termination of affiliation contract

86.1 Upon termination of the affiliation agreement, the claims of the withdrawing insureds are transferred to their new pension fund.

86.2 If the affiliation agreement was terminated more than 30 days prior to termination, the Foundation will generally divest the retirement assets within 15 working days prior to termination of the affiliation agreement.

86.3 If the affiliation agreement was terminated less than 30 days prior to termination, the Foundation will divest the retirement assets as quickly as possible, generally within 15 working days.

86.4 Entitlements include:

- The amount of the effectively available retirement assets of the withdrawing insureds in cash, plus any prorated surplus portion in accordance with the regulations on surplus participation, less any shortfall in accordance with the regulations on the partial and total liquidation of occupational benefits funds and on the partial liquidation of the collective foundations
- The refund value for withdrawing persons who are entitled to a survivor's or disability pension
- Any additional assets of the occupational benefits fund, namely employer contribution reserves and funds in accordance with the occupational benefits regulations on the partial and total liquidation of occupational benefits funds or on the partial liquidation of a collective foundation

86.5 Entitlements become due 30 days after the affiliation contract has been terminated and the Foundation has received all the information necessary for the transfer.

86.6 During the period of a partial or total liquidation of occupational benefits funds and/or of a partial liquidation procedure for the Foundation, no interest is earned on any entitlements to unallocated assets, technical provisions, or fluctuation reserves until payment becomes due.

86.7 If the transfer is made after the termination date, the Foundation shall pay default interest from the due date at the rate set by the Board of Trustees for the respective funds. If the Board of Trustees has not set a default interest rate, the minimum interest rate in accordance with the OPA shall apply.

# Personal data

## 87 Personal data

87.1 For the purpose of implementing the occupational benefits insurance in accordance with the deed of foundation and regulations, the Foundation, as controller under data protection law, processes the personal data of insureds and persons entitled to a survivor's pension. The Foundation implements the measures necessary to ensure compliance with data protection requirements. The data is used in accordance with the applicable statutory provisions. AXA Life Ltd has been entrusted with the Foundation's operational management and distribution, for which purpose it may process personal data. Further information regarding data protection can be found in the [privacy policy](#).

87.2 The Foundation may disclose the insurance-related data of the persons listed in *Section 87.1* – insofar as this is necessary for the purpose of implementing the occupational benefits insurance – to other occupational benefits and insurance institutions and, by agreement, to authorized third parties in Switzerland and abroad, provided that adequate protection of the data is guaranteed and the third parties are subject to the statutory duty of confidentiality under the OPA or undertake to comply with it.

87.3 The Foundation is entitled to disclose aggregated data on the persons listed in *Section 87.1* to the employer.

87.4 The provisions of the DPA apply.

87.5 Every person listed in *Section 87.1* may assert their rights under data protection law, in particular the right to information as to whether personal data relating to them is being processed and, if necessary, the correction of personal data.

# Place of performance and administration of justice

## 88 Place of performance

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- 88.1 The Foundation makes its payments in Swiss francs.
- 88.2 Payment is made to the rightful claimant's bank or post office account in Switzerland or in an EU/EFTA country.
- 88.3 On the instructions of the rightful claimant, the Foundation may also make the payment to a bank or post office account in a country outside the EU/EFTA. The rightful claimant bears the currency risk and any costs incurred.
- 88.4 The Foundation's registered office is the place of performance.

## 89 Administration of justice

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- 89.1 Any disputes arising from these Regulations may be brought only before a Swiss court.
- 89.2 The place of jurisdiction is defined in accordance with Art. 73 OPA.

# Transitional and final provisions

## 90 Underlying principle

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For the assessment and determination of benefits, the occupational benefits regulations and the occupational benefits plan in force at the time of retirement, at the onset of the incapacity for work that led to disability, or at death shall apply.

## 91 Transitional provisions for benefits on death

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- 91.1 If disability benefits are discontinued because the insured has died before having reached the reference age, the death benefits are calculated based on the regulatory provisions that were in effect at the onset of the incapacity for work that led to disability.
- 91.2 This does not apply to entitlement to the lump-sum death benefit, in which case the current order of beneficiaries applies.

## 92 Amendment of the Regulations

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These Regulations and any later amendments are issued by the Board of Trustees.

## 93 Entry into force

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- 93.1 These Regulations enter into force on January 1, 2026.
- 93.2 They replace the occupational benefits fund regulations dated January 1, 2024.

## List of abbreviations

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<b>OASI</b>	Old Age and Survivors' Insurance
<b>OPA</b>	Federal Act on Occupational Retirement, Survivors' and Invalidity Pension Provision
<b>OPO 2</b>	Ordinance on Occupational Old Age, Survivors' and Invalidity Pension Provision
<b>DPA</b>	Federal Data Protection Act
<b>VBA</b>	Federal Law on the Vesting of Occupational Old Age, Survivors' and Invalidity Benefits (Vested Benefits Act)
<b>VBO</b>	Federal Ordinance on the Vesting of Occupational Retirement, Survivors' and Disability Pension Plans (Vested Benefits Ordinance)
<b>DI</b>	Federal Disability Insurance
<b>InvIA</b>	Federal Act on Disability Insurance
<b>MillIA</b>	Federal Act on Military Insurance
<b>SCO</b>	OR Federal Act on the Amendment of the Swiss Civil Code (part five: Swiss Code of Obligations)
<b>SSPA</b>	Federal Act on the Registered Partnership between Persons of the Same Sex (Same-Sex Partnership Act)
<b>AIA</b>	Federal Act on Accident Insurance
<b>SCC</b>	Swiss Civil Code

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