



AXA Foundation for Occupational Benefits,  
Principality of Liechtenstein

# **General Terms and Conditions for the Affiliation Contract (GTC)**

## **BPVG basic occupational benefits insurance**

Edition 2027

AXA Foundation for Occupational Benefits, Principality of Liechtenstein

## 1 Who is the occupational benefits provider?

The occupational benefits provider is AXA Foundation for Occupational Benefits, Principality of Liechtenstein.

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.

It manages its retirement benefits and associated reversionary survivors' benefits on its own account. Retirement benefits and any associated reversionary survivors' benefits that were already in effect with this Foundation before January 1, 2019, as well as any survivors' benefits currently in effect that have replaced these retirement benefits, are reinsured with AXA Life Ltd.

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

- It keeps the necessary accounts for the employer and/or its occupational benefits fund. The contribution account is used exclusively for payment transactions with the occupational benefits institution. The deposits made into the contribution account may not exceed the amount of the annual contributions. The employer may not receive any reimbursements from any of the 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.
- The Foundation provides the employer with the occupational benefits fund regulations and occupational benefits plans. It issues a pension fund certificate for each insured person once a year.
- The Foundation is obligated to notify the supervisory authority of the termination of the affiliation contract.
- On request, the Foundation must inform the occupational benefits fund commission of any outstanding contributions from the employer.
- If the employer is in arrears, it must notify its auditors and the supervisory body of such within a period of 3 months.

## 2 Who is responsible for the administration of the Foundation and distribution?

The Board of Trustees has allocated responsibility for the administration of the Foundation and the distribution of pension products to AXA Life Ltd.

Notices received from AXA Life Ltd are deemed to be notices from the Foundation. AXA Life Ltd and the Foundation will send communications to the employer at the address in the Principality of Liechtenstein or Switzerland of which they were most recently notified.

## 3 What is the occupational benefits fund commission?

The occupational benefits fund commission (OBC) is the governing body of the occupational benefits fund. It consists of at least 2 members. An equal number of employer and employee representatives must be appointed.

## 4 Who and what is insured?

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 beneficiaries are defined in the occupational benefits fund regulations and/or occupational benefits plan.

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

## 5 What obligations does the Foundation have?

In particular, the Foundation has the following obligations:

- It manages occupational benefits for the affiliated employer in accordance with the legal and regulatory provisions.

## 6 What obligations does the employer have?

In particular, the employer has the following obligations:

- It is responsible for the establishment of an occupational benefits fund commission formed on the basis of equal representation for the purpose of the implementation of occupational benefits coverage. The election procedure and the tasks and responsibilities of the occupational benefits fund commission are set out in the deed of foundation.
- It is required to notify the Foundation without delay of the portfolio of insured persons and all 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, within 3 months, of any incapacitated employees.
- It must notify the Foundation of any change in the industry code (NOGA code).

## 7 How are contributions invoiced and paid?

Contributions are calculated per calendar quarter and billed to the employer in arrears, with payment due 30 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 full or partial termination of the contract, the cost contributions are due as of the contract termination date.

The contribution account must be balanced at the end of the calendar quarter. Any balance in favor of the employer is carried forward. If the account shows a balance in favor of the Foundation at the end of the year, a reminder is sent for the outstanding amount. The employer will be billed for additional costs for payment reminders and enforcement proceedings as set out in the cost regulations.

If payments are 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 receipt thereof.

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

## 8 When can the affiliation contract be terminated?

The affiliation contract can be terminated by giving written 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.

The Foundation may terminate the affiliation contract with immediate effect in the following cases:

- If the employer is in arrears with the payment of contributions.
- If sanctions are imposed on an employer or on an insured.

The Foundation will notify the supervisory authority of such terminations.

## 9 What are the consequences of termination of the contract?

### 9.1 Termination affects the following:

- a) The pension relationships of active and disabled insured persons, subject to the provisions defined in para. 9.2 letter a).
- b) As of January 1, 2019, new effective retirement benefits and any associated reversionary survivors' benefits with this Foundation as well as any effective survivors' benefits that have replaced retirement benefits.

### 9.2 Termination does not affect the following:

- a) Pension relationships of incapacitated insured persons with effective or foreseeable entitlement to exemption from contributions and for whom the longest waiting period of all disability benefits was still in effect on the contract termination date or for whom the documents the Foundation needs in order to establish or reject entitlement to a disability pension are not yet all on file.

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 their 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 arising from the death of an insured person before retirement age.
- c) Effective retirement/survivors' benefits and any associated reversionary benefits already in effect with this Foundation prior to January 1, 2019.
- d) As of January 1, 2019, and during the contract term, new effective retirement benefits and associated reversionary survivors' benefits, as well as effective survivors' benefits that have replaced these retirement benefits about whose change the Foundation and the employer's new occupational benefits institution are

unable to agree.

The affiliation contract remains in effect for these pension relationships, subject to letter a, para. 2.

## 9.3 Special provisions relating to termination of the affiliation contract

The contract may only be terminated in full once the new occupational benefits institution has confirmed in writing that it will also accept the disabled persons and the pension relationships as specified in para. 9.1 letter b) on the same terms. The provisions of para. 9.2 letter d) are reserved.

If the Foundation and the new occupational benefits institution are unable to agree on the transfer of pension relationships, the affiliation contract remains in effect for the pension relationships of incapacitated and disabled persons as well as for the effective retirement and survivors' pensions.

## 10 What entitlements and costs result from termination of the contract?

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

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

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.

## 11 Where can I find documents and information?

The documents (regulations, forms, and summary sheets) required by the employer to fulfil its duties or exercise its rights are available online as downloads at [AXA.ch/bvg](http://AXA.ch/bvg).