Georg Fischer
Pension Fund

Pension Fund Regulations

Version of January 2021

English translation – in case of discrepancies the German version prevails

Table of Contents

1. Definitions

AHV	Federal Retirement and Survivors' Insurance (*Eidgenössische Alters- und Hinterlassenenversicherung*)
AHV retirement age	Normal retirement age under AHV/AVS (women: 64; men: 65)
employer	Georg Fischer AG or a company that is or was closely economically or financially linked to it and is affiliated with the Pension Fund by means of an affiliation agreement
employee	A person who is insured in the Pension Fund due to an existing employment relationship with the employer
ATSG	Federal Law on General Social Insurance Law (*Bundesgesetz über den Allgemeinen Teil des Sozialversicherungsrechts*)
termination payment	The member is entitled to a termination payment if the employment relationship is terminated before the occurrence of an insured event and the member leaves the Pension Fund
BVG	Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (*Bundesgesetz über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge*)
BVV 2	Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans (*Verordnung über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge*)
Durach Foundation	Occupational benefits institution for the benefit of the employer's management employees
registered partners	Persons living in a registered partnership in accordance with the Federal Law of 18 June 2004 on the Registered Partnership between Persons of the Same Sex (*Bundesgesetz über die eingetragene Partnerschaft vom 18. Juni 2004* – Same-Sex Partnership Law) have the same legal status in these Pension Fund Regulations as married persons. Where these Pension Fund Regulations mention married members or spouses, the same also applies mutatis mutandis to persons living in a registered partnership. Where divorce is mentioned, the same also applies mutatis mutandis to the legal dissolution of a registered partnership
FZG/LFLP	Federal Law on Vesting in Pension Plans (*Bundesgesetz über die Freizügigkeit in der beruflichen Vorsorge*)
IV/AI	Federal Disability Insurance (*Eidgenössische Invalidenversicherung*)
child's pension/orphan's pension	Pensions that are paid out for children of members in accordance with Art. 27, Art. 31 and Art. 35. These pensions are payable until the end of the month during which the child reaches their 18th birthday or dies. If the child is still in education or training or is at least 70% disabled, these pensions continue to be paid after the child reaches their 18th birthday, but only up until their 25th birthday.
Reduced and Increased	Additional savings options, under which the member can voluntarily make additional or lower savings contributions, which are credited to the savings account
MVG	Federal Law on Military Insurance (*Bundesgesetz über die Militärversicherung*)
Pension Fund	Georg Fischer Pension Fund
pensioner	A pensioner who receives a pension from the Pension Fund. If a retroactive pension entitlement subsequently arises, for the purpose of

	determining benefits, the beneficiary is deemed to be a pensioner within the meaning of these Pension Fund Regulations from the start of the pension entitlement
savings capital	The member's funds
savings account	The account with the member's funds
savings contribution	A contribution that is credited to the savings account
Swiss GAAP FER 26	The professional recommendation for the accounting principles for occupational benefit institutions
lump-sum death benefit	A lump sum that is paid out to the survivors on the death of a member
UVG	Federal Law on Accident Insurance (*Bundesgesetz über die Unfallversicherung*)
(active) member	Employee of the employer who is insured with the Pension Fund and for whom the insured event has not yet occurred
pension fund relationship	The legal relationship between the Pension Fund and the member during the member's membership of the Pension Fund
insured event	These include the risks that materialise in connection with reaching retirement age, with deaths, disability or leaving the Pension Fund
WEFV	Ordinance on the Encouragement of Home Ownership (*Verordnung über die Wohneigentumsförderung*)
ZGB	Swiss Civil Code (*Schweizerisches Zivilgesetzbuch*)

In these Pension Fund Regulations, the masculine form is used when referring to persons. It always applies to both genders.

2. General provisions

2.1 General information

Art. 1 Name and purpose of the foundation

[1] Georg Fischer Pension Fund (hereinafter referred to as the "Pension Fund") is a foundation within the meaning of Art. 80 ff. ZGB and Art. 48 (2) and Art. 49 (2) BVG with its seat in Schaffhausen.

[2] The purpose of the Pension Fund is to insure the employer's employees and to insure their relatives and survivors against the economic consequences of old age, disability and death. The Pension Fund can provide extended benefits coverage beyond the statutory minimum benefits, including support benefits in emergency situations, such as in the case of illness, accident, disability or unemployment.

[3] In agreement with the employer, the staff of companies closely economically or financially connected with this company can also be affiliated through a resolution of the Board of Trustees.

Art. 2 Position on the BVG/LPP and liability

[1] The Pension Fund provides the compulsory insurance pursuant to the BVG and is entered in the Register of Occupational Benefits Schemes at the Supervisory Authority for BVG Pensions and Foundations of the Canton of Zurich pursuant to Art. 48 BVG.

[2] The Pension Fund provides at least the minimum benefits stipulated by the BVG. Voluntary insurance of employees in accordance with Art. 46 BVG is excluded. Voluntary insurance of employees in accordance with Art. 47 (1) BVG is possible.

[3] Only the Pension Fund assets are liable for the Pension Fund's liabilities. This is without prejudice to Art. 52 BVG. The Pension Fund is not liable to the members, pensioners or third parties for any consequences that arise if they do not comply with legal, contractual or regulatory obligations.

2.2 Common provisions applying to the insurance obligation

Art. 3 Commencement of the insurance

[1] All the employer's employees subject to AHV who must be compulsorily insured in accordance with BVG are insured in the Pension Fund on entering into the employment relationship.

[2] Employees who earn at least a minimum salary pursuant to Art. 7 BVG from the employer (see Appendix A 2) are insured from 1 January after their 17th birthday for the risks of death and disability and are also insured for retirement benefits from 1 January after their 20th birthday.

[3] The following employees are not insured in the Pension Fund:

a. employees who are in an employment relationship limited to a maximum of three months;
b. employees who are at least 70% disabled within the meaning of the IV when they begin the employment relationship;
c. employees who fall under Art. 26a BVG;
d. employees whose employer is not subject to AHV contributions; or
e. employees who already receive or have received early retirement benefits from the Pension Fund or who have already reached or exceeded the AHV retirement age.

[4] People who have partial earning capacity at the time of insurance are only insured for the part that corresponds to the degree of earning capacity.

[5] If a fixed-term employment relationship is extended beyond a period of three months, the employee is insured from the start of the employment relationship. If several consecutive jobs at the employer last for a total of more than three months and no gap between the jobs exceeds three months, the employee is insured from the start of the fourth month of work. However, if it is agreed before work

first starts that the duration of the job or employment will exceed a total of three months, then the employee is insured from the start of the employment relationship.

[6] Employees can be exempted from insurance on request to the Pension Fund's senior management if they:

a) do not work or do not permanently work in Switzerland and are sufficiently insured abroad, and are not subject to compulsory insurance for the risks of old age, death and disability in a country of the European Union or in Iceland, Norway or Liechtenstein;

b) are sufficiently insured at another pension fund.

Art. 4 End of the insurance coverage

[1] The insurance fundamentally ends with the termination of the employment relationship, unless a retirement pension, disability pension or survivors' pension is payable.

[2] For the risks of death and disability, the insurance coverage remains in place until the establishment of a new pension fund relationship, but for a maximum of one month after leaving the Pension Fund.

Art. 5 Unpaid leave

[1] In the event of leave for which there is no entitlement to the fixed salary components (= unpaid leave), the employee leaves the Pension Fund.

[2] In the case of unpaid leave of a maximum of 24 months, the insurance coverage can, however, be continued at the member's request at the previous level either for all risks (old age, death and disability) or only for the risks of disability and death. The member's request for this must be made in writing and must be received by the Pension Fund no later than one month before the start of the unpaid leave. Moreover, the member must pay the employee and employer contributions for the duration of the entire unpaid leave to the Pension Fund before the unpaid leave starts. If the Pension Fund does not receive the request on time or the contributions are not paid on time, the member leaves the Pension Fund. The continued insurance coverage ends as soon as the employment relationship is terminated during unpaid leave.

[3] If the insurance coverage is only continued for the risks of disability and death, the pension scheme is made non-contributory for the duration of the unpaid leave.

Art. 6 Retention of the benefits coverage

[1] A member who has reached their 58th birthday and whose reference salary is reduced can ask at the time of the salary reduction for his benefits coverage to continue to be determined by his reference salary prior to the salary reduction. The salary reduction must not exceed 50%.

[2] The member pays the employer and employee's savings and risk contributions in full on the salary portion equivalent to the difference between the insured salary before and after the salary reduction.

[3] Retention of the benefits coverage is, however, possible at most until normal retirement age.

[4] The retention of the benefits coverage ends in the event of partial retirement or as soon as the member generates additional income from gainful employment in addition to his reduced reference salary. They must make the Pension Fund aware of this immediately.

Art. 7a External insurance after termination of the employment relationship

1 On termination of the employment relationship after the member's 58th birthday, the member can remain voluntarily insured in the Pension Fund as an external member on request to the Board of Trustees. This excludes people who

a. start a new employment relationship with another employer on a full-time or part-time basis, for which they are subject to compulsory insurance under the BVG;

b. take up self-employment as their principal gainful employment.

2 If a situation as described in paragraph 1 a. or b. occurs during the term of the external insurance after the termination of the employment, the member must inform the Pension Fund of this in writing immediately. In this case, the external insurance after the termination of the employment relationship ends at the time of the event. A termination payment is payable.

3 If the member reaches normal retirement age during the term of the external insurance after termination of the employment relationship, entitlement to the retirement benefits pursuant to Art. 24 arises.

4 The last insured salary before the start of the external insurance after termination of the employment relationship serves as the basis for calculating the benefits and contributions.

5 The member pays the contributions pursuant to Art. 18. The contributions are invoiced monthly.

6 If the member is 3 monthly contributions in arrears, the Pension Fund can cancel the external insurance after the termination of the employment relationship with effect as of the end of the current month. In this case the termination payment is paid out unless an entitlement to retirement benefits pursuant to Art. 24 arises. The outstanding contributions are offset against the termination payment or the pension.

7 The member must clarify any tax deductibility with the competent tax authority. The Swiss tax authorities limit the tax deductibility of contributions to around 2 years.

8 The external insurance on termination of the employment relationship must be applied for within 30 days of termination of the employment. The member can cancel the external insurance on termination of the employment relationship with a notice period of 30 days to the end of any month. The notice of cancellation must be given in writing.

Art. 7b External insurance in the event of termination of the employment relationship by the employer

1 If the member leaves the compulsory insurance after their 58th birthday because of termination by the employer, they can continue the insurance coverage at its previous level. This excludes people who

a. start a new employment relationship for which they are subject to compulsory insurance under the BVG;

b. commence self-employment in their main profession and take up insurance under the BVG.

2 In the case of external insurance on termination of the employment relationship by the employer, the coverage can be continued at the member's request at the previous level either for all risks (old age, death and disability) or only for the risks of disability and death. A reduction of the insured salary is possible.

3 If the insurance coverage is only continued for the risks of disability and death, the pension scheme is made non-contributory.

4 If a situation as described in paragraph 1 a. or b. occurs during the term of the external insurance upon termination of the employment relationship, the member must inform the Foundation of this immediately. In this case, the termination payment will be paid out to the new occupational benefits institution in the full amount of the purchase of the maximum regulatory benefit. The external insurance will be cancelled at the time of the event, provided more than two-thirds of the termination payment is transferred to the new occupational benefits institution.

[5] If the member has reached retirement age or become disabled during the term of the external insurance upon termination of the employment relationship, they will be entitled to retirement benefits pursuant to Art. 24.

[6] The member pays the contributions pursuant to Art. 18. The contributions are invoiced quarterly.

[7] If the member is 2 quarterly contributions in arrears, the Foundation can cancel the external insurance with effect as of the end of the current month. In this case, the termination payment is paid out unless there is an entitlement to retirement benefits pursuant to Art. 24. The outstanding contributions are offset against the termination payment or the pension.

[8] If the insurance upon the end of the employment relationship by the employer lasts more than 2 years, the retirement benefits pursuant to Art. 24 must be drawn in full in the form of a retirement pension. In this case, a lump-sum capital withdrawal is not possible. The savings capital can no longer be withdrawn or pledged for the purchase of residential property for the member's own use.

[9] The external insurance on termination of the employment relationship by the employer must be applied for within 30 days of termination of the employment. The member can cancel the external insurance with a notice period of 30 days to the end of any month. The notice of cancellation must be given in writing.

Art. 8 External insurance in the event of continued employment in the Georg Fischer Group

[1] If the member leaves the compulsory insurance because they take up employment at a foreign company of the Georg Fischer Group, he can continue the insurance coverage at its previous level with the agreement of the Board of Trustees.

[2] If the member leaves the Georg Fischer Group during the term of the external insurance, the member must inform the Pension Fund of this in writing immediately. In this case, the external insurance is ended at the time of the event. A termination payment is payable.

[3] If the member reaches normal retirement age during the term of the external insurance, entitlement to the retirement benefits pursuant to Art. 24 arises.

[4] The last insured salary before the start of the external insurance serves as the basis for calculating the benefits and contributions.

[5] The member pays the contributions pursuant to Art. 18. The contributions are invoiced monthly.

[6] If the member is 3 monthly contributions in arrears, the Pension Fund can cancel the external insurance with effect as of the end of the current month. In this case the termination payment is paid out unless an entitlement to retirement benefits pursuant to Art. 24 arises. The outstanding contributions are offset against the termination payment or the pension.

[7] The external insurance must be applied for in writing within 30 days of the termination of employment in Switzerland. The member can cancel the external insurance with a notice period of 30 days to the end of any month. The notice of cancellation must be given in writing.

2.3 Common provisions on the basis for the insurance

Art. 9 Calculation of the determining age

The determining age for admission and for the amount of the contributions is the difference between the current calendar year and the birth year (= BVG age).

Art. 10 Retirement age

[1] Normal retirement age is reached on the first of the month after the person's 65th birthday (for women and men).

[2] Early retirement is possible from the first of the month after the person's 58th birthday at the earliest.

[3] If the member remains in the employer's employ beyond the normal retirement age by agreement with the employer, a deferral of the payment of the retirement benefits is possible at most until the first of the month after the person's 70th birthday.

2.4 Common provisions on the purchase of pension benefits

Art. 11 Purchase of pension benefits on joining the Pension Fund

[1] On joining, a member must contribute all termination payments from earlier pension fund relationships (including all forms of vested benefits accounts and/or policies) to the Pension Fund. The Pension Fund can require a written confirmation of the full transfer of all termination payments from the member.

[2] The termination payment contributed is used to purchase up to the maximum possible purchase amount pursuant to Appendix A 4. The termination payment contributed in accordance with the notification of the previous occupational benefits institution is credited to the existing savings capital pursuant to the BVG and the savings capital from extra-mandatory cover.

[3] If the termination payment contributed from earlier pension fund relationships is greater than the maximum possible purchase amount pursuant to Appendix A 4, the surplus is transferred to the Durach Foundation. If the member is not insured there, the amount that exceeds the maximum possible purchase amount is transferred to a vested benefit account and/or policy or used to create a vested benefit policy. The member must notify the Pension Fund of the name and payment address of the institution in question.

Art. 12 Voluntary purchase of pension benefits

[1] Once the member has transferred all termination payments, they can improve their retirement benefits during the insurance term – up until the occurrence of an insured event at the latest – by paying additional purchase amounts. This is possible no more than twice a year. If the member has made withdrawals under the home ownership scheme, these must first be repaid subject to paragraph 2 before they can make voluntary purchases of pension benefits again.

[2] Repayment of a withdrawal is possible until three years before reaching normal retirement age. After the end of this period, voluntary purchases of pension benefits can be made, although the maximum possible purchase amount is reduced by the amount of the withdrawal.

[3] For people who move to Switzerland from abroad and who have never previously belonged to an occupational benefits institution in Switzerland, in the first five years of joining a Swiss occupational benefits institution the annual payment in the form of a purchase must not exceed 20% of the insured salary.

[4] Benefits financed with a purchase must not be withdrawn as a lump sum during the three years after the purchase. This blocking period does not apply to repurchases after a divorce. Additional restrictions of the purchase options by the BVG and by tax regulations remain reserved. Tax regulations, particularly in this context, must be clarified by the member at their own responsibility.

[5] The employer can make purchases for the member.

[6] For members who are already receiving or have received benefits from the second pillar, the maximum possible savings capital as of the entry date is taken into account in the purchase potential.

2.5 Basis for the insurance

Art. 13 Reference salary

[1] The reference salary is the contractually agreed annual salary subject to AHV contributions, including any 13th month's salary. Any shift allowances are added appropriately. Variable salary components (bonus and employee profit-sharing) that are subject to AHV contributions are also taken into account when determining the reference salary. The target bonus is deemed the basis for the variable salary components (without shift allowances) in each case.

[2] The reference salary subject to AHV contributions determined at the start of the new calendar year is only adjusted during the year in the event of a non-time-limited change in the member's degree of employment or in the event of a change in the reference salary subject to AHV contributions that is agreed on a permanent basis where this change exceeds or falls short of 10% of the previous reference annual salary. In the case of retroactive changes of the reference salary, the member and the employer's contributions are also to be paid with retrospective effect to the date of the change in the reference salary.

[3] When determining the reference salary, the salary components not listed under paragraph 1 are not taken into account and are not part of the reference salary. These include:

- salary portions earned from other employers;
- loyalty bonuses, one-off remuneration for cover, share of compensation for company car, work-related expenses of all types
- remuneration, compensation etc. that are only incurred occasionally.

[4] The employer shall notify the Pension Fund of the reference salary on joining and on 1 January, respectively.

[5] For members whose degree of employment varies (e.g. people on an hourly wage), the reference salary at the start of the calendar year is determined on the basis of the reference salary subject to AHV contributions earned in the last 12 months. The reference salary determined at the start of the year is not adjusted during the year. For these members, the reference salary that was actually earned during the last twelve months before the risk benefits become payable is decisive for determining the risk benefits on death or disability. If members with a variable degree of employment join, the reference salary is determined on the basis of the expected degree of employment.

[6] For members who are completely unable to work, no adjustments of the reference salary are possible, either upwards or downwards. If an insured case occurs, any adjustment of the reference salary that was made in error will be reversed.

Art. 14 Co-ordination deduction

[1] The coordination deduction is 30% of the reference salary, limited to 3/4 of the maximum AHV/AVS retirement pension (see Appendix A 2).

[2] For a partially disabled member, the co-ordination deduction is reduced in accordance with the disability pension entitlement (in fractions of the full pension).

Art. 15 Insured salary

[1] The insured salary is the reference salary less the coordination deduction and forms the basis for measuring the contributions and benefits.

[2] The Board of Trustees can set a minimum and a maximum insured salary in agreement with the employer (see Appendix A 2).

[3] For partially disabled members, the minimum and the maximum insured salary is reduced in accordance with the disability pension entitlement (in fractions of the full pension).

[4] If a member's reference salary falls temporarily due to illness, accident, unemployment, maternity or similar reasons, the previously insured salary remains valid for as long as salary replacement benefits (= continued salary payment, daily accident and/or daily sickness allowance) are paid or the maternity leave lasts. The member can, however, ask in writing for the insured salary to be reduced. In this case, however, the risk benefits are determined on the basis of the reduced insured salary.

[5] In the case of partial disability, the Pension Fund divides the insured salary into a disabled and an active part in accordance with the disability pension entitlement (in fractions of the full pension) pursuant to Art. 30 paragraph 2. The insured salary remains constant for the disability part. For the active part, the insured salary is determined in accordance with the provisions of the Pension Fund Regulations on the basis of the reference salary corresponding to the earning capacity.

2.6 Financing

Art. 16 Obligation to pay contributions

[1] The obligation of the employer and of the member to pay contributions begins on joining the Pension Fund and ends

a) at the end of the month for which the employer pays the salary or salary replacement benefits (= continued salary payment, daily accident and/or daily sickness allowance) for the last time;

b) at the end of the month in which an insured event (retirement, death, disability) has occurred;

2 no later, however, than at the end of the month in which the member has reached normal retirement age.

3 If the employment relationship is continued beyond the normal retirement age in agreement with the employer and retirement is deferred, the contributions will continue to be collected until actual retirement.

4 Members' contributions will be deducted from their salary or salary replacement benefits (= continued salary payments, daily accident and/or daily sickness allowance) by the employer and transferred to the Pension Fund monthly, together with the employer's contributions.

5 If the pension fund relationship begins between the 1st and the 15th day of a month, the collection of the contributions begins on the 1st of the same month. If the pension fund relationship begins from the 16th day of a month onwards, the collection of the contributions begins on the 1st of the following month.

6 If the pension fund relationship ends between the 1st and the 15th day of a month, the collection of contributions ends on the last day of the previous month. If the pension fund relationship ends from the 16th day of a month onwards, the collection of the contributions ends on the last day of the same month.

7 In the case of partial disability, the obligation to pay contributions is reduced to the proportion of the insured salary that is to continue to be insured owing to gainful employment. The date of the reduction is determined in accordance with Art. 17.

8 During the payment of salary replacement benefits (= continued salary payment, daily accident and/or daily sickness allowance), the member and the employer's contributions must continue to be paid based on the last insured salary.

9 The employer pays the employer contributions from its own funds or from employer contribution reserves previously accumulated for this purpose.

Art. 17 Contribution waiver

[1] If a member has uninterrupted earning incapacity, the contribution waiver commences after the end of 24 months or at the earliest in the course of the month in which the salary replacement benefit (= continued salary payment, daily accident and/or daily sickness allowance) is stopped for the first time. It is granted for the member and the employer for as long as the earning incapacity exists, but at most until normal retirement age is reached.

[2] If a member has partial earning incapacity, a partial contribution waiver commences. Earning incapacity of less than 40% does not give rise to any entitlement to a contribution waiver. The contribution waiver is one quarter in the event of earning incapacity of at least 40%, half in the event of earning incapacity of at least 50% and three quarters in the event of earning incapacity of at least 60%. From earning incapacity of at least 70% upwards, a full contribution waiver is granted.

[3] The contribution waiver is made in accordance with the savings contributions of the Standard Plan (see Appendix A 3) on the insured salary at the time of the onset of the incapacity for work, the cause of which led to the disability, and also includes future age-related increases in contributions. The Reduced or Increased savings contribution options are no longer permitted on the commencement of the contribution waiver.

Art. 18 Level of the contributions

[1] The level of the member and the employer's contributions can be found in Appendix A 3. The members can choose which of 3 savings plans (Standard, Reduced or Increased) they wish to make their savings contributions to on joining or at the beginning of the year. The Pension Fund must receive written notification of this by the 5th of the month of joining or by 31 December of the previous year. If no notification is received or the notification is received late, the previous plans apply, or if there is no decision on joining, the Standard Plan is used.

[2] The Board of Trustees can collect additional contributions to eliminate underfunding.

Art. 19 Voluntary purchase of pension benefits in the savings account

[1] Taking account of the purchase restrictions of Art. 12, a member can improve their retirement benefits during the insurance term – up until the occurrence of an insured event at the latest – by voluntarily paying additional purchase amounts.

[2] The maximum purchase amount arises from the difference between the actual savings capital in existence and the maximum possible savings capital, calculated on the basis of the current insured salary. The details can be found in Appendix A 4.

Art. 20 Savings capital of a member

[1] An individual savings account, from which the savings capital can be seen, is maintained for each member.

[2] The member's savings capital consists of:

a. the member and the employer's savings contributions;

b. the termination payments credited;

c. the member or the employer's voluntary purchases of pension benefits;

d. the Pension Fund's voluntary credits;

e. repayments of withdrawals in connection with the encouragement of home ownership;

f. repurchases of pension benefits after divorce;

g. the shares in the vested termination benefits transferred as a consequence of divorce or the pension shares transferred as a lifelong pension or as a lump sum;

h. interest;

reduced by:

i. the withdrawals made under the home ownership scheme;

j. the payment of vested termination benefits due to a divorce decree.

Art. 21 Savings capital of a recipient of a disability pension

1 For a recipient of a disability pension, the savings capital is continued for the duration of the disability or until normal retirement age. The recipient of the disability pension's savings capital consists of the savings capital pursuant to Art. 20 that was acquired until the onset of the disability together with interest and the annual savings contributions under the Standard Plan. The savings contributions are calculated on the basis of the insured salary on the onset of the incapacity for work whose cause led to the earning incapacity.

2 In the case of partial disability, the Pension Fund divides the savings capital in accordance with the disability pension entitlement (in fractions of the full pension) pursuant to Art. 30 paragraph 2. The savings capital corresponding to the disabled part is continued like for a recipient of a disability pension and the savings capital corresponding to the active part is continued like for a member.

Art. 22 Interest rate for the savings capital

1 The interest rate for the current year is set annually by the Board of Trustees, taking account of the financial situation for the members who are still actively insured in the Pension Fund on 31 December of the current year or whose pension fund relationship ends on 31 December of the current year or who are retired on 31 December of the current year. The Board of Trustees also sets the coming year's interest rate for members leaving during the year and insured events during the year.

2 The interest is calculated on the balance of the capital at the end of the previous year and credited to the capital at the end of each calendar year. If an insured event occurs or a member leaves the Pension Fund during the calendar year, then the interest is calculated pro rata temporis on the balance of the capital at the end of the previous year. Interest is paid on vested termination benefits and purchase amounts contributed and withdrawals made during the year on a pro rata temporis basis in the year in question.

2.7 Benefits

Art. 23 Overview of the benefits

1 Overview of insurance benefits:

Retirement benefits

- retirement pension (Art. 24)
- lump-sum capital (Art. 25)
- bridging pension (Art. 26)

Disability benefits

- disability pension (Art. 30)
- disabled member's child pension (Art. 31)
- contribution waiver (Art. 17)

Death benefits

- spouse's pension (Art. 32)
- partner's pension (Art. 33)
- pension for spouses divorced under the laws previously in force (Art. 34)
- orphan's pension (Art. 35)
- lump-sum death benefit (Art. 36)

2 The Pension Fund shall pay benefits under the conditions laid down in these Pension Fund Regulations if the insured events of old age, disability or death occur during the term of the insurance coverage. In the case of disability benefits, the decisive factor is whether the person was insured with the Pension Fund upon the onset of the significant incapacity for work whose cause led to the disability. In the case of survivors' benefits, the decisive factor is whether the person was insured with the Pension Fund at the date of the death or the onset of the significant incapacity for work whose cause led to death. If other circumstances exist that trigger an obligation by the Pension Fund to pay benefits pursuant to the BVG, this is restricted to the minimum benefits pursuant to the BVG.

2.7.1 Retirement benefits

Art. 24 Retirement pension

1 The entitlement to the ordinary retirement pension starts on the first of the month after normal retirement age is reached.

2 If a member's employment relationship ends after the member's 58th birthday, the termination payment is paid out pursuant to Art. 37 to Art. 39. The member can, however, request early retirement in writing.

3 The retirement pension begins at the earliest on the first day of the month in which the contractual salary or the salary replacement benefits (= continued salary payment, daily accident and/or daily sickness allowance) from the employer stop. Entitlement to the retirement pension ends at the end of the month during which the old-age pensioner dies.

4 The amount of the retirement pension is calculated by multiplying the savings capital in existence at the date of retirement by the conversion rate defined in the regulations (see Appendix A 5).

5 The conversion rates are determined by the Board of Trustees and applied to the entire savings capital unless the Board of Trustees decides otherwise.

6 If a member is receiving a disability pension when he reaches normal retirement age, the disability pension is replaced by a retirement pension. The amount of the retirement pension is calculated by multiplying the savings capital pursuant to Art. 21 that is available at the date normal retirement age by the conversion rate pursuant to Appendix A 5 that is valid at this date. The amount of the retirement pension is at least the amount of the disability pension pursuant to the BVG.

7 On request, the member can choose a retirement pension for two lives on his retirement. After his death, a spouse's pension will be paid in the same amount as the retirement pension paid. The reduction of the retirement pension will be determined individually in accordance with the Pension Fund's actuarial principles at the date of the retirement. The reduction will also be maintained if the spouse dies before the old-age pensioner or if the member and spouse divorce.

Art. 25 Lump-sum withdrawal on retirement

1 The member can take up to 100% of their savings capital as a lump sum instead of in the form of a pension at the date of his retirement. The restrictions of Art. 12 paragraph 4 apply mutatis mutandis here.

2 A written statement to this effect must be made at least three months before the retirement and is irrevocable from this date. A statement made earlier can be revoked in writing up until this date.

3 If early retirement occurs due to a termination of employment by the employer and no written statement has been submitted, the lump-sum payment will nevertheless be granted if such a statement is submitted to the Pension Fund within one month of the termination of employment.

4 A married member's written statement is only valid if it is co-signed by the spouse. The signature must be made on site in front of the Pension Fund's senior management or must be certified at the member's cost.

5 The payment of a lump-sum benefit leads to a reduction of the retirement pension and thus also to a reduction of future survivors' benefits.

6 The entitlement to a lump-sum payment ends if the disability occurs before retirement. In this case, instead of the lump-sum payment, the full regulatory pension benefits are paid.

Art. 26 Bridging pension

1 In the event of early retirement, the member can receive a bridging pension for the period from the date of retirement until reaching the normal AHV retirement age.

2 The member can freely determine the amount of the bridging pension. For married members, the bridging pension per month must not, however, exceed the amount of the maximum monthly simple AHV retirement pension. Married members can at most apply for 1.5 times the amount of the maximum AHV retirement pension as their bridging pension.

3 In the event of the death of the old-age pensioner before the AHV retirement age, a lump-sum death benefit in the amount of the bridging pension not received is payable.

4 If a bridging pension is received, then the savings capital available on early retirement is reduced by the net present value of the bridging pension. The savings capital pursuant to the BVG and the savings capital from extra-mandatory coverage are reduced based on their share of the total savings capital. The table in Appendix A 6 is used to calculate the reduction.

5 Members who take their entire savings capital as a lump sum cannot receive a bridging pension.

Art. 27 Pensioner's child pension

1 If an old-age pensioner has children who would be entitled to an orphan's pension from the Pension Fund after their death, then there is an entitlement to a pensioner's child pension from normal retirement age onwards if and to the extent that the regulatory retirement pension paid is smaller than the total of the retirement pension under the BVG and the pensioner's child pension under the BVG. In this case, a pensioner's child pension in the amount of 20% of the retirement pension under the BVG is paid from normal retirement age.

2 The entitlement to the pensioner's child pension ends with the death of the recipient of the retirement pension; but no later than when the entitlement to an orphan's pension would end.

Art. 28 Partial retirement

1 A member who has reached the earliest possible retirement age can partially retire if the degree of employment reduces by at least 30% of full-time working hours and the remaining work amounts to at least 30% of full-time working hours.

2 A maximum of three partial retirement steps are allowed. The third step must correspond to the remaining retirement.

3 Partial retirement ends the retention of the benefits coverage pursuant to Art. 6.

4 In the event of partial retirement, the pension capital and the capital according to the technical degree of retirement become payable. The technical degree of retirement is the ratio between the reduction in the degree of employment and the degree of employment before the reduction. Retirement benefits are payable for the part that corresponds to the technical degree of retirement, and the member is regarded as an old-age pensioner to the extent of the benefits received. The member continues to be regarded as an active member for the remaining part.

Art. 29 Deferred retirement

1 If the member continues the employment relationship beyond normal retirement age, then they can defer the payment of the retirement benefits in full or in part until the termination of the employment relationship, but no longer than until the first of the month after their 70th birthday. In this case, interest is paid on the savings capital available and the savings contributions still made by both sides until the date of actual retirement.

2 The amount of the retirement pension is determined in accordance with the provisions of Art. 24 paragraph 4. When retirement is deferred beyond normal retirement age, there is no entitlement to a disability pension. For the measurement of survivors' benefits in pension form, the member is regarded as an old-age pensioner from the point of reaching normal retirement age. This means that in the event of the member's death, the spouse's pension (see Art. 32) is 60% of the retirement pension calculated in accordance with Art. 24 paragraph 4. The calculation is based on the capital in the savings account available on the date of death and the conversion rate valid at this date. If a member dies during the deferral of retirement, it is also possible to withdraw the spouse's pension as a lump sum. A written statement to this effect must be submitted before the first pension payment. In this case, instead of the spouse's pension, a lump-sum death benefit pursuant to Art. 36 is paid. All regulatory entitlements are satisfied with the payment of the one-off lump sum.

2.7.2 Disability benefits

Art. 30 Disability pension

1 The member who is recognised as disabled by IV is also regarded as disabled by the Pension Fund from the same date and to the same extent, provided that he was insured by the Pension Fund upon the onset of the incapacity for work whose cause led to the disability.

2 A degree of disability below 40% does not in any circumstances give rise to any entitlement to benefits. In the case of a disability of at least 40%, a one-quarter pension is granted, in the case of

a disability of at least 50%, a one-half pension is granted, and in the case of a disability of at least 60%, a three-quarters pension is granted. From disability of at least 70 % upwards, a full pension is granted.

[3] The entitlement to disability benefits is deferred for as long as the employer continues to pay the salary or as long as a salary replacement benefit (= continued salary payment, daily accident and/or daily sickness allowance) that amounts to at least 80% of the lost salary and at least half of which is co-financed by the employer is being paid. The decisive factor is the level of the salary replacement benefit before any reduction as a result of an obligation to pay benefits under IV. There is no pension entitlement as long as the member receives IV daily allowances.

[4] The entitlement to the disability pension ends if the disability ceases (subject to Art. 26a BVG), the member dies or the member reaches normal retirement age. After the member reaches normal retirement age, the disability pension is replaced by the retirement pension pursuant to Art. 24 paragraph 6.

[5] The annual disability pension in the case of full disability is 60% of the insured salary.

Art. 31 Disabled member's child pension

[1] Recipients of disability pensions have an entitlement to a disabled person's child pension for every child that would be entitled to an orphan's pension pursuant to Art. 35 on the death of the recipient of the disability pension.

[2] The amount of the full disabled person's child pension is 12% of the insured salary per child. A disabled person's child pension, the amount of which corresponds to the disability pension entitlement (in fractions of the full pension) pursuant to Art. 30 paragraph 2, is granted for members who are entitled to a partial disability pension.

2.7.3 Survivors' benefit

Art. 32 Spouse's pension

[1] If a member, old-age pensioner or recipient of a disability pension dies, the surviving spouse is entitled to a spouse's pension if at the point of death the spouse

a. is responsible for supporting one or more children pursuant to Art. 35; or

b. has passed their 40th birthday and has been married to the deceased member, old-age pensioner or recipient of a disability pension for at least 3 years – years in a civil partnership in the sense of Art. 33 are to be taken into account.

[2] If the surviving spouse of a member does not meet any of these conditions, then the spouse is entitled to the lump-sum death benefit under the conditions of Art. 36.

[3] The entitlement to the spouse's pension begins on the first day of the month in which the contractual continued salary payment or salary replacement benefits (= continued salary payment, daily accident and/or daily sickness allowance) of the employer or the retirement or disability pension of the Pension Fund stops. The entitlement to a spouse's pension ends no later than on the death of the surviving spouse.

[4] The annual spouse's pension on the death of a member is 36% of the insured salary. On the death of an old-age pensioner or the recipient of a disability pension, the annual spouse's pension is 60% of the pension paid.

[5] If the surviving spouse marries again or enters into a registered partnership, the entitlement to a spouse's pension ends. In this case, the spouse is entitled to a one-time payment in the amount of three times the amount of the annual spouse's pension.

[6] If the surviving spouse is more than 12 years younger than the deceased member, old-age pensioner or recipient of a disability pension and there are no eligible children under the age of 18, the spouse's pension is reduced. The reduction amounts to 5% of the full pension amount for each whole and each incomplete year by which the surviving spouse is more than 12 years younger than the deceased. However, the reduction amounts to no more than 60% of the pension amount. The entitlement to the minimum benefits pursuant to the BVG is preserved in all circumstances.

7 If the marriage took place after the deceased member, old-age pensioner or recipient of a disability pension reached his 60th birthday, the spouse's pension is reduced. In this case, it corresponds to the spouse's pension pursuant to the BVG.

8 In the event of the death of a member occurring before his retirement with the receipt of a pension and/or lump-sum withdrawal, the spouse's pension can also be taken as a lump sum. A written statement to this effect must be submitted before the first pension payment. In this case, instead of the spouse's pension, a lump-sum death benefit pursuant to Art. 36 is paid. All regulatory entitlements are satisfied with the payment of the one-off lump sum.

Art. 33 Partner's pension

1 If a member, old-age pensioner or recipient of a disability pension dies, their partner is treated the same way as a spouse and receives the same benefits as the spouse pursuant to Art. 32 provided that the following conditions are cumulatively met at the date of the death of the member, old-age pensioner or recipient of a disability pension:

a. both partners were unmarried and did not live in a registered partnership, and

b. both partners were not related to each other within the meaning of Art. 95 of the ZGB, and

c. the civil partnership has produced the member, old-age pensioner or recipient of a disability pension's own children, who are entitled to an orphan's pension from the Pension Fund; or the partner has passed his 40th birthday on the death of the member, old-age pensioner or recipient of a disability pension, and has demonstrably lived continuously and without marriage with the member, old-age pensioner or recipient of a disability pension in the same household for at least 5 years (the same official domicile is necessary), and

d. the claim to the partner's pension has been asserted in writing within three months.

2 The cohabitation must be documented in the form of a partnership agreement. The relevant model contract must be used for this. This must be signed by both parties and delivered to the Pension Fund during the life of the partner. Registration must take place by the member's 60th birthday.

3 The surviving partner does not have any entitlement to the partner's pension if they receive a spouse's or partner's pension from a previous marriage or registered partnership or cohabitation.

4 The surviving partner does not have any entitlement to the minimum benefits resulting for spouses pursuant to the BVG.

Art. 34 Pension for spouses divorced under the laws previously in force

1 If a member, old-age pensioner or recipient of a disability pension dies, the surviving divorced spouse is entitled to a pension if cumulatively:

a. the marriage lasted at least ten years; and

b. the divorced spouse was awarded a pension pursuant to Art. 124e (1) or Art. 126 (1) ZGB in the divorce decree and

c. the divorced spouse is responsible for supporting at least one child or is older than 45.

2 The divorced spouse's pension corresponds to the amount of the minimum benefits pursuant to the BVG. It is, however, reduced by the amount by which it, together with the AHV survivors' benefit, exceeds the entitlement from the divorce decree. AHV survivors' benefits are only taken into account to the extent that they are higher than the divorced spouse's own entitlement to an AV disability pension or an AHV retirement pension.

Art. 35 Orphan's pension

1 If a member, old-age pensioner or recipient of a disability pension dies, then each of their children is entitled to an orphan's pension who:

a. has not yet reached his 18th birthday, or

b. is in education or training within the meaning of Art. 49bis and 49ter Ordinance on Retirement and Survivors Insurance (AHVV), without being simultaneously primarily gainfully employed.

[2] Children pursuant to Art. 252 ff. ZGB and foster children pursuant to Art. 49 AHVV who have been taken into the common household free of charge for permanent care and raising are regarded as children within the meaning of the Pension Fund Regulations.

[3] The entitlement to an orphan's pension begins on the first of the month after the salary, continued salary payment, retirement pension or disability pension stops, at the earliest on the first of the month following the birth of the child.

[4] No orphan's pension is paid for foster children who are only taken into the common household after the entitlement to a retirement pension or a disability pension arises.

[5] The orphan's pension is payable until the end of the month during which the child reaches their 18th birthday. If the child is still in education or training or is at least 70% disabled, the orphan's pension continues to be paid after the child reaches their 18th birthday, but up until a maximum of the child's 25th birthday. If the child dies before their 18th or 25th birthday, the entitlement ends on the first of the month following the death.

[6] On the death of a member before normal retirement age, the orphan's pension is 12% of the insured salary per child. On the death of an old-age pensioner or the recipient of a disability pension, the orphan's pension is 20% of the pension paid. In the cases of children who have lost both parents, this amount is doubled unless the children are entitled to an orphan's pension from both parents.

Art. 36 Lump-sum death benefit

[1] If a member dies, a lump-sum death benefit is paid to the beneficiaries pursuant to paragraph 2.

[2] A lump-sum death benefit is paid to the following people, irrespective of inheritance law, in the order listed below:

a. aa) the surviving spouse of the deceased member;

ab) the children of the deceased who are entitled to an orphan's pension;

ac) natural persons who were supported to a substantial extent by the deceased member before their death or who continuously cohabited with the deceased member or recipient of a disability pension for the last five years until their death (common permanent undivided shared accommodation at a fixed common place of residence necessary) or who is responsible for supporting one or more joint children.

b. in the absence of beneficiaries pursuant to a.:

ba) the children of the deceased who are not entitled to an orphan's pension;

bb) the parents

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

[4] Beneficiaries pursuant to paragraph 2 a. ac) are not entitled to a lump-sum death benefit if the beneficiary receives a spouse's or partner's pension from the first or second pillar due to a previous marriage or cohabitation.

[5] The member must inform the Pension Fund of their beneficiary designation request in writing during their life if they wish to designate beneficiaries who fall under paragraph 2 a. ac) as beneficiaries.

[6] Within a cascade level in paragraph 2 (a. or b.), the member can request

a) an order different from the order of beneficiaries specified;

b) the distribution of the lump-sum death benefit to several beneficiaries designated by them.

The member must inform the Pension Fund of this in writing during their life.

[7] On the death of a member, the lump-sum death benefit corresponds to the capital available in the savings account at the time of his death, less any benefits already paid and less the present value of any survivors' benefits (including any settlements). The present value is calculated in accordance with the Pension Fund's actuarial principles.

[8] The claim to the lump-sum death benefit must be asserted in writing within three months.

3. Leaving the Pension Fund

Art. 37 Termination of the employment relationship

1 A member who leaves the Pension Fund before an insured event (old age, death, disability) occurs is entitled to a termination payment. Provisional insurance cover pursuant to Art. 26a BVG is reserved. The Pension Fund prepares a termination statement (Art. 8 FZG) for the member.

2 The termination payment is payable on leaving the Pension Fund. After leaving the Pension Fund until transfer of the termination payment, interest is paid on the termination payment at the minimum interest rate pursuant to the BVG. If the Pension Fund has the details necessary for transferring the termination payment, it owes interest on arrears from the 30th day onwards (Art. 2 (4) FZG).

Art. 38 Amount of the termination payment

1 The termination payment is the highest amount resulting from the comparison of the 3 following calculations:

a. Termination payment pursuant to Art. 15 FZG: this is equivalent to the capital available in the savings account on the date of leaving.

b. Termination payment pursuant to Art. 17 FZG: this is composed of:

- the buy-in that is contributed together with interest,
- the savings contributions made by the member without interest,
- a supplement to the member's savings contributions. This supplement amounts to 4% at the BVG age of 21 and increases by 4% annually. It amounts to a maximum of 100%.

c. Termination payment pursuant to Art. 18 FZG: BVG savings capital

2 If the Pension Fund has to pay survivors' or disability benefits after it has transferred the termination payment, the termination payment is to be reimbursed to the Pension Fund to the extent that the termination payment is necessary to finance the survivors' or disability benefits. If the reimbursement does not take place, then the Pension Fund reduces its benefits in accordance with its actuarial principles.

3 For the duration of any underfunding, the interest rate for calculating the termination payment pursuant to Art. 17 FZG can be reduced to the interest rate with which interest is paid on the capital. Recovery contributions by the employer pursuant to Art. 18 paragraph 2 are not taken into account when calculating the termination payment pursuant to Art. 17 FZG.

Art. 39 Use of the termination payment

1 The termination payment is transferred for the benefit of the departing member to their new occupational benefits institution in Switzerland or Liechtenstein. If the member does not join a new occupational benefits institution in Switzerland or Liechtenstein, the termination payment must be transferred to a vested benefit account or used to create a vested benefit policy at a vested benefits institution in Switzerland.

2 The member must inform the Pension Fund of the name and payment address of the institution pursuant to paragraph 1 immediately.

3 If the member's notification of the use of his termination payment is not received, the termination payment is transferred from the Pension Fund to the Substitute Pension Fund.

4 The termination payment is paid in cash on written request by the departing member if:

a. the member is permanently leaving Switzerland and is not taking up residence in Liechtenstein;

b. he is taking up self-employment and is no longer required to be insured under a mandatory occupational benefits scheme;

c. the termination payment is less than the member's annual contribution.

If a member who permanently leaves Switzerland or Liechtenstein continues to be subject to the mandatory obligation to contract insurance for the risks of old age, death and disability in a member state of the EU, in Iceland or Norway, a cash payment of the termination payment is only possible to the extent that it exceeds the statutory termination payment pursuant to the BVG. The statutory termination payment pursuant to the BVG is transferred to a vested benefits institution in accordance with paragraph 1 at the member's option.

5 The member must provide the documents that prove the cash payment reason they have asserted. The Pension Fund checks the entitlement and can request additional proof from the member if necessary.

6 In the case of married members, the cash payment is only permitted if the spouse or registered partner has given their consent to the cash payment in writing. The signature must be certified at the cost of the member.

4. Coordination of the benefits, advance payments

Art. 40 Coordination of the benefits

1 The Pension Fund's benefits pursuant to these Pension Fund Regulations are reduced to the extent that together with other qualifying income (see paragraph 2) they exceed 90% of the last eligible reference salary subject to AHV contributions before the occurrence of the occupational benefit event. The Pension Fund can also reduce the disability benefits in accordance with the provisions of Art. 26a (3) BVG. The statutory minimum benefits pursuant to the BVG can only be reduced if they exceed 90% of the presumed lost income taking into account the qualifying income.

2 All benefits being paid at the date of the question of reduction are deemed qualifying income in the sense of paragraph 1, so in particular:

- AHV and IV benefits (and/or Swiss or foreign social insurance), with the exception of invalidity allowance; compensation for pain and suffering and similar benefits;
- benefits from mandatory accident insurance;
- benefits from military insurance;
- benefits from a liable third party's insurance;
- benefits from an insurance policy for which the employer has paid at least 50% of the premiums;
- benefits from other occupational benefits institutions and vested benefits institutions;
- any income actually received or that could reasonably be expected to be received from gainful employment or as compensation for loss of earned income (with the exception of additional income that is received while participating in measures for reintegration in accordance with Art. 8a IVG) is also taken into account.

3 The retirement benefits pursuant to these Pension Fund Regulations can be reduced to the extent that they overlap with the benefits from mandatory accident insurance.

4 If a disability pension or a retirement pension is divided as a result of a divorce (Art. 124a ZGB), the share of the pension that was awarded to the entitled spouse is deducted from the disability or retirement benefits reduced pursuant to paragraphs 1 and 2.

5 The income that could reasonably be expected to be received from gainful employment or as compensation for loss of earned income is fundamentally determined on the basis of disability income pursuant to IV.

6 The income of the surviving spouse and the income of the orphans are added together. If the Pension Fund's benefits are reduced, all benefits are reduced in the same proportion.

7 Any qualifying lump-sum benefits are converted into pensions of equivalent value based on the Pension Fund's actuarial principles.

8 If the Pension Fund's disability benefits were reduced before normal retirement age was reached as a result of overlapping with benefits from mandatory accident insurance, military insurance or comparable foreign benefits, the Pension Fund fundamentally continues to pay its benefits to the same extent after normal retirement age has been reached. It complies with Art. 24a BVV 2.

9 Once the AHV retirement age has been reached, the retirement benefits of Swiss and foreign social insurance and occupational benefits institutions are also deemed to be qualifying income.

[10] The date of the start of entitlement to disability benefits or of death is decisive for calculating the coordination of the benefits. Later inflation-related increases of qualifying benefits do not lead to any reduction of a pension already in payment. However, if there is a change in the degree of disability (decrease or increase), or a qualifying benefit stops or is added, the regulatory benefit is recalculated.

[11] The Pension Fund can reduce or refuse its benefits if the member or the beneficiary was to blame for the member's death or disability or the member resists the IV rehabilitation measures. The statutory minimum benefits pursuant to the BVG can only be refused or reduced when the AHV/IV reduces, withdraws or refuses a benefit as a result of serious fault.

[12] The Pension Fund does not compensate for refusals of or reductions in benefits from mandatory accident or military insurance if they have refused or reduced the benefits pursuant to Art. 21 ATSG, Art. 37 UVG, Art. 39 UVG, Art. 65 MVG or Art. 66 MVG. The Pension Fund does not compensate for reductions in benefits on reaching retirement age pursuant to Art. 20 (2^{ter} and 2^{quater}) UVG and Art. 47 (1) MVG.

[13] The Pension Fund can appeal against IV/AI decisions and decisions by other social security providers that affect the obligation to pay benefits.

[14] At the time insured event occurs, the Pension Fund shall enter into the claims of the insured person or beneficiary against a third party who is liable for the insured event, up to the level of the statutory benefits. The Pension Fund may also require the member or beneficiary to assign their claims against liable third parties to the Pension Fund up to the amount of the Pension Fund's obligation to provide benefits. If the required assignment does not take place, the Pension Fund is entitled to suspend its benefits.

Art. 41 Safeguarding of the benefits, advance payment

[1] The entitlement to benefits cannot be pledged or assigned before they are payable. This is without prejudice to Art. 44 and Art. 45.

[2] The entitlement to benefits may only be offset against receivables of the employer that the employer has assigned to the Pension Fund if they relate to contributions that are not deducted from the member's salary. The Pension Fund's other receivables may be offset against the entitlement to benefits payable.

[3] If the Pension Fund is subject to a statutory obligation to pay benefits in advance, its advance payment is restricted to the minimum benefits pursuant to the BVG. The applicant must prove that he has registered with all relevant pension institutions. If the case is accepted by another pension institution, the other pension institution must reimburse the Pension Fund for the advance payments already made. If another pension institution has made an advance payment within the meaning of the law and it is certain that the Pension Fund has an obligation to pay benefits, the Pension Fund shall reimburse the advance payment as part of its obligation pay benefits, but at most in the amount of the minimum benefits pursuant to the BVG.

4.1 Payment provisions

Art. 42 Payment provisions

[1] The pensions are transferred free of charge in monthly amounts at the end of the month to a bank or postal account, specified by the member, at the member's domicile in Switzerland or abroad (EU and EFTA states).

[2] The pension amount of the month in which the entitlement to the pension ends will be paid in full.

[3] If the annual retirement pension or the disability pension to be paid in the case of full disability is less than 10%, the spouse's pension is less than 6% and the child's pension is less than 2% of the minimum AHV retirement pension at the date of the first pension payment, a one-off lump-sum payment will be paid instead of the pension. The lump-sum payment is calculated based on the actuarial principles of the Pension Fund. All regulatory entitlements are satisfied as a result.

[4] Lump-sum pension benefits are due on the occurrence of an insured event, but at the earliest when it is clearly established who is eligible and if the Pension Fund has the necessary details for the transfer. Payments of lump sums are made within 30 days of the due date without interest.

5 If the Pension Fund owes interest on arrears, this corresponds to the minimum interest rate pursuant to the BVG (see Appendix A 2).

4.2 Adjustments to current pensions

Art. 43 Adjustment to current pensions

Survivors' and disability pensions pursuant to the BVG are adjusted in accordance with Art. 36 (1) BVG if and to the extent that the statutory minimum benefits, including statutory inflation adjustments, exceed the regulatory benefits. The Board of Trustees decides on any adjustment of the current regulatory pensions annually within the limits of the Pension Fund's financial possibilities. The decision is explained in the notes to annual financial statements.

4.3 Divorce and financing home ownership

Art. 44 Equitable division of pensions on divorce

Equitable division of pensions on divorce is regulated in Appendix A 1.

Art. 45 Withdrawal or pledge for the financing of home ownership

1 Up until three years before normal retirement age, every five years an active member can request payment of or pledge an amount (at least CHF 20,000; this minimum amount does not apply to the purchase of shares in a cooperative residential association or similar ownership interests) for financing for the purchase of residential property for own use (purchase or construction of residential property, ownership interests in residential property or repayment of mortgages). If one-off voluntary contributions have been made in the last three years, the resulting benefits cannot be withdrawn early. After a withdrawal, any creation of a lien on real estate is only still permissible with the spouse's written consent.

2 The details of the withdrawal and pledge are governed by the provisions of Art. 30a ff. BVG and of Art. 1 ff. WEFV.

3 The member may submit a written request for information concerning the amount available to them for financing home ownership, and the reduction in benefits that would be associated with such a withdrawal. The Pension Fund shall draw the member's attention to the possibility of covering the resulting insurance gap and to the tax liability.

4 If the member makes use of the withdrawal or pledge, they must submit the contract documents on the purchase or construction of residential property or repayment of mortgages, the tenancy or loan agreement in the case of acquisition of shares and the corresponding certificates in the case of similar ownership interests. In the case of married members, the written consent of the spouse must also be submitted. The signature must be made on site at the Pension Fund's management office or secretariat or must be certified at the member's cost.

5 If the Pension Fund's liquidity is put at risk by withdrawals, the Pension Fund can postpone the handling of the requests. The Board of Trustees sets an order of priority for handling the requests. As long as there is underfunding, the Pension Fund may impose limits on the timing and amount of the payment of a withdrawal that is to be used to repay a mortgage or may refuse the withdrawal altogether. The Pension Fund must inform the members of the duration of these measures.

5. Obligations to inform and notify

Art. 46 The Pension Fund's obligation to provide information to the members

1 An insurance certificate is issued for each member on joining and subsequently annually. The insurance certificate provides information about the amount of the savings capital and the insured benefits and the contributions to the Pension Fund.

2 In the event of a discrepancy between the insurance certificate and the Pension Fund Regulations, the Pension Fund Regulations shall prevail.

3 The member is informed of their termination payment at the date of their marriage or the registration of their partnership. In the event of a divorce, the member or the judge in the divorce proceedings is given information on request about the amount of the savings capital that is decisive for calculating the termination payment to be shared.

4 When the retirement, disability or survivors' pensions are due for the first time and in the event of any change in them, the pensioners receive a confirmation on which the benefits payable to the pensioner are listed.

5 The Pension Fund annually informs the members and pensioners of the course of business, the annual accounts, the financial situation and the organisation of the Pension Fund in a suitable form. On request, the Pension Fund's management additionally gives the members and pensioners further information on the status of their insurance and the Pension Fund's business activities.

6 The members and the pensioners have the right to submit suggestions, recommendations and requests concerning the Pension Fund verbally through their representatives or in writing to the Board of Trustees at any time. The members and pensioners also have the right to the delivery of the financial statements and annual report.

Art. 47 Members' notification obligation and obligation to provide information

[1] On joining, the member must allow the Pension Fund to view the termination statements from previous pension fund relationships. The Pension Fund can claim the termination payments for the account of the members.

[2] The members and pensioners and their survivors are required to give the Pension Fund complete and truthful information about all the facts material for assessing the pension fund relationship. The Pension Fund administration must be notified of any changes in these facts or in benefits from other pension institutions in writing without any request to do this being made within four weeks at the latest.

[3] The Pension Fund does not accept any liability for any adverse consequences arising from a breach of the aforementioned notification obligation and obligation to provide information. If any loss arises for the Pension Fund from such a breach of duty, the Board of Trustees may hold the person responsible for this liable.

[4] After their 18th birthdays, recipients of child's or orphan's pensions must submit evidence of education or training annually at the start of the school year or year of study without being asked in order to confirm their entitlement to the pension.

[5] Members and pensioners must notify the Pension Fund of any events that impact the insurance in writing without being asked within four weeks of the events at the latest. These events include, in particular:

- a change in the degree of disability and a change in the income from gainful employment of recipients of a disability pension amounting to at least 10%;
- the death of pensioners;
- the continuation or premature termination of the education or training of children after their 18th birthday;
- members and pensioners' address changes and changes in marital status.

[6] The Pension Fund claims back benefits received that were too high or were wrongly received, in particular in the event of a violation of the notification obligation and obligation to provide information. It can also offset its claims against the benefits it provides.

6. Transitional and final provisions

Art. 48 Transitional provisions

[1] The transitional arrangement for the members of GF Machining Solutions Pension Fund is set out in Appendix A 8.

[2] For the pension entitlements that arose up to and including 1 January 2020, the previous regulations remain applicable. If incapacity for work that had already occurred before 1 January 2020 leads to a member's disability or death after the entry into force of these Pension Fund Regulations, the previous regulations remain applicable. This is without prejudice to paragraph 3 in all the cases mentioned.

[3] Reductions in benefits and over-insurance are fundamentally handled in accordance with Art. 40.

Art. 49 Application and amendment of the Pension Fund Regulations

[1] Questions that these Pension Fund Regulations do not cover or do not cover in full are decided by the Board of Trustees in accordance with the spirit and meaning of the foundation deed and taking legal requirements into account.

[2] The Pension Fund Regulations can be amended by the Board of Trustees at any time within the framework of legal requirements and in accordance with the purpose of foundation. The regulatory authority will be made aware of the adjustments. The members and pensioners' entitlements acquired are in any case safeguarded. The employer's consent is required for the amendment of provisions with financial consequences for the employer that go beyond the legal requirements of the BVG.

[3] If the Pension Fund Regulations are translated into other languages, the German text shall prevail for their interpretation.

Art. 50 Administration of justice

[1] Differences on the application or interpretation of these Pension Fund Regulations or on questions that are not expressly determined by these Pension Fund Regulations are to be decided by the courts in accordance with the legal requirements of the BVG. The place of jurisdiction is the location of the Swiss registered office or the Swiss domicile of the defendant or the location of the business where the member was hired.

[2] The member has the right to submit such disputes to the Board of Trustees in advance for amicable settlement.

Art. 51 Entry into force

These regulations enter into force on 1 January 2020 and replace all previous pension fund regulations and all addenda and also the Regulations on the Encouragement of Home Ownership of 12 December 2006.

Schaffhausen, 2/12/2019 The Board of Trustees

7. “General” Appendix to the Pension Fund Regulations

A 1 Equitable division of pensions on divorce

[1] The relevant provisions of the ZGB, the Swiss Civil Procedure Code (ZPO), the BVG and the FZG together with the respective implementation provisions apply to the equitable division of pensions on divorce .

[2] In the event of a member's divorce, vested termination benefits acquired during the period of the marriage until the date of the initiation of the divorce proceedings are fundamentally to be divided equally, except for one-off voluntary contributions from individual property. The court notifies the Pension Fund of the amount to be transferred with the necessary details on maintaining pension coverage.

[3] Foreign divorce decrees must be declared admissible and enforceable by a Swiss divorce court and must be supplemented in respect of the equitable division of pensions if this is necessary.

[4] A withdrawal made in connection with the encouragement of home ownership that has not yet been repaid is deemed to be a termination payment that is included in the division if the divorce takes place before the occurrence of an insured event. If the withdrawal was made during the marriage, then the capital outflow and the loss of interest are charged proportionally to the pension assets accumulated before the marriage and the pension assets accumulated after the marriage until the withdrawal. A cash payment or lump-sum payment made during the marriage is not considered part of the termination payment to be divided.

[5] If a share of the termination payment or a share of the pension transferred as a lifelong pension or as a lump sum must be transferred to the divorced spouse in a divorce, the termination payment decreases accordingly. The amount to be transferred is charged to the remaining pension assets in proportion to the savings capital pursuant to the BVG. The payment of the BVG share is always made from the savings capital pursuant to the BVG. The payment of the extra-mandatory part is made from the savings capital from extra-mandatory coverage.

[6] If a member or recipient of a disability pension receives a termination payment or a share of a pension transferred as a lifelong pension or as a lump sum in a divorce, this amount is credited to the savings capital pursuant to BVG and to the extra-mandatory assets at the Pension Fund in the proportion in which it was charged to the pension scheme of the liable spouse. The extra-mandatory part is credited to the savings capital from the savings account's extra mandatory coverage.

[7] If a share of a recipient of a disability pension's hypothetical termination payment is transferred for the benefit of the divorced spouse as a consequence of a divorce before normal retirement age, this leads to a reduction of the pension's savings capital of the recipient of the disability and thus to accordingly lower retirement benefits. By contrast, the disability pensions already in payment at the date of initiation of the divorce proceedings and any (including future) disabled member's child pensions remain unchanged, although the disability pension pursuant to the BVG (shadow accounting) is reduced by the maximum possible amount pursuant to Art. 19 (2) and (3) BVV 2.

[8] If a share in a pension is awarded to the entitled spouse after normal retirement age as a result of a divorce, this leads to a reduction of the retirement benefits. The entitlement to pensioner's child pension that already exists at the date of the initiation of the divorce proceedings is not affected by the equitable division of pensions. The share of the pension awarded to the entitled spouse does not create any entitlements to further benefits from the Pension Fund. If the lifelong pension is to be transferred to the entitled spouse's pension scheme, the Pension Fund can come to an agreement with the entitled spouse that the transfer will be made in the form of a lump sum. If the entitled spouse is entitled to a full disability pension or has reached the minimum age for early retirement they can request the payment of a lifelong pension. If the entitled spouse has reached normal retirement age, they are paid a lifelong pension. The Pension Fund can also come to an agreement with the entitled spouse that the transfer will be made in the form of a lump sum. The entitled spouse can also request its transfer to his occupational benefits institution if a purchase is still possible according to the occupational benefits institution's regulations.

[9] If the insured event of old age occurs during the divorce proceedings or if a recipient of a disability pension reaches normal retirement age during the divorce proceedings, the Pension Fund will reduce the part of the termination payment to be transferred and the retirement pension in accordance with Art. 19g of the Vested Benefits Ordnance (FZV).

A 2 Amounts and values

Maximum simple AHV retirement pension	(= AHV pension)	CHF	28,680
Minimum simple AHV retirement pension	(= AHV pension)	CHF	14,340
Minimum salary pursuant to BVG	(= 6/8 of the AHV pension)	CHF	21,510
Maximum coordination deduction	(= 6/8 of the AHV pension)	CHF	21,510
Minimum insured salary	(= 1/8 of the AHV pension)	CHF	3,585
Maximum insured salary	(= 32/8 of the AHV pension)	CHF	114'760
Minimum interest rate pursuant to BVG		1.00%	

A 3 Level of the contributions

(See Art. 18)

The members' contributions are (as a % of the insured salary):

BVG age	Risk contribution	Standard Plan		Reduced		Increased	
		Savings contribution	Total risk and savings contribution	Savings contribution	Total risk and savings contribution	Savings contribution	Total risk and savings contribution
up to 20	1.00 %	0.00%	1.00%	0.00%	1.00%	0.00%	1.00%
from 21	1.00 %	2.50%	3.50%	2.50%	3.50%	2.50%	3.50%
25	1.00 %	5.50%	6.50%	3.50%	4.50%	7.80%	8.80%
26	1.00 %	5.60%	6.60%	3.60%	4.60%	7.95%	8.95%
27	1.00 %	5.70%	6.70%	3.70%	4.70%	8.10%	9.10%
28	1.00 %	5.80%	6.80%	3.80%	4.80%	8.25%	9.25%
29	1.00 %	5.90%	6.90%	3.90%	4.90%	8.40%	9.40%
30	1.00 %	6.00%	7.00%	4.00%	5.00%	8.50%	9.50%
31	1.00 %	6.10%	7.10%	4.10%	5.10%	8.65%	9.65%
32	1.00 %	6.20%	7.20%	4.20%	5.20%	8.80%	9.80%
33	1.00 %	6.30%	7.30%	4.30%	5.30%	8.95%	9.95%
34	1.00 %	6.40%	7.40%	4.40%	5.40%	9.10%	10.10%
35	1.00 %	6.50%	7.50%	4.50%	5.50%	9.25%	10.25%
36	1.00 %	6.60%	7.60%	4.60%	5.60%	9.35%	10.35%
37	1.00 %	6.70%	7.70%	4.70%	5.70%	9.50%	10.50%
38	1.00 %	6.80%	7.80%	4.80%	5.80%	9.65%	10.65%
39	1.00 %	7.00%	8.00%	4.90%	5.90%	9.80%	10.80%
40	1.00 %	7.20%	8.20%	5.00%	6.00%	9.95%	10.95%
41	1.00 %	7.40%	8.40%	5.20%	6.20%	10.10%	11.10%
42	1.00 %	7.60%	8.60%	5.40%	6.40%	10.20%	11.20%
43	1.00 %	7.80%	8.80%	5.60%	6.60%	10.35%	11.35%
44	1.00 %	8.00%	9.00%	5.80%	6.80%	10.50%	11.50%
45	1.00 %	8.20%	9.20%	6.00%	7.00%	10.65%	11.65%
46	1.00 %	8.40%	9.40%	6.25%	7.25%	10.80%	11.80%
47	1.00 %	8.60%	9.60%	6.50%	7.50%	10.95%	11.95%
48	1.00 %	8.80%	9.80%	6.70%	7.70%	11.10%	12.10%
49	1.00 %	9.00%	10.00%	6.90%	7.90%	11.20%	12.20%
50	1.00 %	9.20%	10.20%	7.00%	8.00%	12.25%	13.25%
51	1.00 %	9.40%	10.40%	7.10%	8.10%	12.40%	13.40%
52	1.00 %	9.60%	10.60%	7.20%	8.20%	12.55%	13.55%
53	1.00 %	9.80%	10.80%	7.30%	8.30%	12.70%	13.70%
54	1.00 %	10.00%	11.00%	7.40%	8.40%	12.85%	13.85%
55-65	1.00 %	10.00%	11.00%	7.50%	8.50%	13.00%	14.00%
from 66	--	8.50%	8.50%	8.50%	8.50%	8.50%	8.50%

The employer contributions are (as a % of the insured salary):

BVG age	Risk contrib ution	Savings contribution	Total risk and savings contribution
up to 20	1.50%	0.00%	1.50%
from 21	1.50%	2.50%	4.00%
25	1.50%	7.80%	9.30%
26	1.50%	7.95%	9.45%
27	1.50%	8.10%	9.60%
28	1.50%	8.25%	9.75%
29	1.50%	8.40%	9.90%
30	1.50%	8.50%	10.00%
31	1.50%	8.65%	10.15%
32	1.50%	8.80%	10.30%
33	1.50%	8.95%	10.45%
34	1.50%	9.10%	10.60%
35	1.50%	9.25%	10.75%
36	1.50%	9.35%	10.85%
37	1.50%	9.50%	11.00%
38	1.50%	9.65%	11.15%
39	1.50%	9.80%	11.30%
40	1.50%	9.95%	11.45%
41	1.50%	10.10%	11.60%
42	1.50%	10.20%	11.70%
43	1.50%	10.35%	11.85%
44	1.50%	10.50%	12.00%
45	1.50%	10.65%	12.15%
46	1.50%	10.80%	12.30%
47	1.50%	10.95%	12.45%
48	1.50%	11.10%	12.60%
49	1.50%	11.20%	12.70%
50	1.50%	12.25%	13.75%
51	1.50%	12.40%	13.90%
52	1.50%	12.55%	14.05%
53	1.50%	12.70%	14.20%
54	1.50%	12.85%	14.35%
55-65	1.50%	13.00%	14.50%
from 66	--	8.50%	8.50%

A 4 Voluntary purchase of pension benefits in the savings account

(See Art. 19)

The maximum level of any additional purchase amounts in the savings account is the maximum amount calculated in accordance with the table below less the existing savings account balance. The decisive factor is the insured salary at the date of the purchase. The maximum amount of the purchase amount is reduced by the pillar 3a assets to the extent that these exceed the limit pursuant to Art. 60a (2) BVV 2, and by any termination payments not contributed to the Pension Fund. It is recommended that the member should clarify the tax deductibility, if applicable with the relevant tax authority. The Pension Fund cannot accept any response ability in this regard.

Standard Plan			
BVG age	Maximum amount of the savings account as a percentage of the insured salary	BVG age	Maximum amount of the savings account as a percentage of the insured salary
21	5%	43	382%
22	10%	44	408%
23	15%	45	435%
24	21%	46	463%
25	34%	47	492%
26	49%	48	522%
27	63%	49	552%
28	79%	50	585%
29	95%	51	618%
30	111%	52	653%
31	128%	53	688%
32	145%	54	725%
33	164%	55	762%
34	182%	56	801%
35	202%	57	840%
36	222%	58	879%
37	242%	59	920%
38	264%	60	1181%
39	286%	61	1181%
40	309%	62	1181%
41	332%	63	1181%
42	357%	64	1181%
		from 65	1181%

Intermediate values are interpolated on a linear basis for months. The actual age is used here.

Example

50-year-old member				
Insured salary			*CHF*	*80,000*
Savings capital available			*CHF*	*250,000*
Maximum amount of savings capital	*585% x CHF 80,000*	=	*CHF*	*468,000*
Maximum possible purchase	*CHF 468,000 – CHF 250,000*	=	*CHF*	*218,000*

Reduced			
BVG age	Maximum amount of the savings account as a percentage of the insured salary	BVG age	Maximum amount of the savings account as a percentage of the insured salary
21	5%	43	335%
22	10%	44	358%
23	15%	45	382%
24	21%	46	407%
25	32%	47	433%
26	45%	48	459%
27	57%	49	486%
28	70%	50	515%
29	84%	51	545%
30	98%	52	576%
31	113%	53	607%
32	128%	54	640%
33	144%	55	673%
34	160%	56	707%
35	177%	57	741%
36	195%	58	777%
37	213%	59	813%
38	232%	60	1045%
39	251%	61	1045%
40	271%	62	1045%
41	292%	63	1045%
42	313%	64	1045%
		from 65	1045%

Intermediate values are interpolated on a linear basis for months. The actual age is used here.

Example

50-year-old member			
Insured salary			*CHF 80,000*
Savings capital available			*CHF 250,000*
Maximum amount of savings capital	*515% x CHF 80,000*	=	*CHF 412,000*
Maximum possible purchase	*CHF 412,000 – CHF 250,000*	=	*CHF 162,000*

Increased			
BVG age	Maximum amount of the savings account as a percentage of the insured salary	BVG age	Maximum amount of the savings account as a percentage of the insured salary
21	5%	43	441%
22	10%	44	471%
23	15%	45	502%
24	21%	46	533%
25	37%	47	566%
26	53%	48	600%
27	71%	49	634%
28	88%	50	671%
29	107%	51	709%
30	126%	52	749%
31	146%	53	789%
32	166%	54	830%
33	188%	55	873%
34	210%	56	917%
35	232%	57	961%
36	256%	58	1006%
37	280%	59	1052%
38	305%	60	1349%
39	330%	61	1349%
40	357%	62	1349%
41	384%	63	1349%
42	412%	64	1349%
		from 65	1349%

Intermediate values are interpolated on a linear basis for months. The actual age is used here.

Example

50-year-old member				
Insured salary			*CHF*	*80,000*
Savings capital available			*CHF*	*250,000*
Maximum amount of savings capital	*671% x CHF 80,000*	=	*CHF*	*536,800*
Maximum possible purchase	*CHF 536,800 – CHF 250,000*	=	*CHF*	*286,800*

A 5 Conversion rates for different retirement ages

(See Art. 24)

The following conversion rates are decisive for the calculation of the retirement pension:

Age	Conversion rate
	Men and women
58	4.45 %
59	4.60 %
60	4.75 %
61	4.90 %
62	5.05 %
63	5.20 %
64	5.35 %
65	5.50 %
66	5.65 %
67	5.80 %
68	5.95 %
69	6.10 %
70	6.25 %
Intermediate values are precisely interpolated on a linear basis for months. The actual age is used here.	

Example

62-year-old member			
Savings capital available			*CHF 150,000*
Conversion rate at the age of 62		=	*5.05 %*
Annual retirement pension	*CHF 150,000 $\times$ 5.05%*	=	***CHF 7,575***

A 6 Net present value of the bridging pension

(See Art. 26)

The net value of an annual bridging pension is calculated in accordance with the following table:

Term of the bridging pension (in years)	Net present value factor for the bridging pension that is payable monthly
7	6.433
6	5.583
5	4.709
4	3.813
3	2.895
2	1.954
1	0.989
0	0.000
Intermediate values are precisely interpolated on a linear basis for months. The actual age is used here.	

Example

A bridging pension in the amount of CHF 12,000 per year with a term of 2 years has a net present value of CHF 23,448. Calculation:

Net present value = *Annual bridging pension x factor*

CHF 12,000 x 1.954 = ***CHF 23,448***

A 7 Transitional provision for beneficiaries of Georg Fischer Pension Fund, who were insured as of 31 December 2019

Due to the transfer of members of GF Machining Solutions Pension Fund (MSPF) as of 1 January 2020, measures are being taken to protect the beneficiaries of Georg Fischer Pension Fund (GFPF). The measures are based on the difference in the funded status between GFPF and MSPF as of 31 December 2019.
The measures are organised as follows:

- As of 31 December 2019, a "GFPF beneficiaries transitional measures" actuarial provision was created. This actuarial provision is calculated so that GFPF's funded status and MSPF's funded status are harmonised.
- The amount of the "GFPF beneficiaries transitional measures" actuarial provision calculated in this way is being distributed to the active members and pensioners who were insured with GFPF as of 31/12/2019 in accordance with the resolution of GFPF's Board of Trustees of 22/05/2019.
- The distribution is taking place in the form of transfers-in to the members' retirement savings capital or as a temporary pension supplement for ten years beginning from 01/01/2020.
- If underfunding of 95% and lower occurs during the distribution period, the distribution will be stopped. The distribution will be recommenced at a funded status of more than 100%. The funds not distributed in the period of underfunding are forfeited to the benefit of GFPF. The annual accounts are used to determine the funded status.
- In the event of death, the remaining transfers-in are forfeited to the benefit of GFPF. In the event of retirement and disability, the entire remaining amount is credited to the retirement savings capital. If disability or retirement occurs during a period of underfunding without entitlement to an allocation of resources, any following entitlement will be subsequently incorporated into the retirement savings capital (for disabled members) or used for a pension increase (for old-age pensioners and recipients of spouse's pensions). Members who selected the lump-sum benefit option on retirement will have any subsequent entitlement transferred to them as a lump-sum payment.

A 8 Transitional provision for beneficiaries of Georg Fischer Pension Fund who were insured with the GF Machining Solutions Pension Fund as of 31/12/2016

For members who were already insured in the GF Machining Solutions Pension Fund (GFMS PF) as of 31/12/2016, the following transitional provisions apply:

1. These members receive a one-off transfer-in as part of a mitigating measure. This one-off transfer-in covers the refinancing needed for women so that their retirement pension at the age of 64 is as high under the new pension fund regulations (as of 1/1/2020) as under the old regulations (version of January 2017). Men receive mitigating measures so that their retirement pension at the age of 65 is as high under the new pension fund regulations (as of 1/1/2020) as under the old regulations (version of January 2017). The refinancing is being carried out as a one-off transfer-in, which is calculated as of the reference date of 31/12/2019. The following conditions apply here:

    a. The refinancing is being made according to the number of years in the GFMS PF. Where members have been in the GFMS PF for more than five years, 100% refinancing takes place. In the case of less than five years in the GFMS PF there is a reduction of the 100% refinancing of 1/60 per month. 31/12/2019 is used as a basis for the calculation of the number of years in the GFMS PF. Only the continuous period of insurance is taken into account for the calculation of the number of years in the GFMS PF.

    b. The amount as of 31/12/2018 is used as the basis for the calculation of the savings capital to be taken into account. The one-off transfers-in of the Board of Trustees in 2018 are not taken into account here.

    c. The calculations are based on a projected interest rate (for the calculation of the pension expected today) of 1%. Potential salary development is not taken into account.

    d. Withdrawals and repayments in connection with the encouragement of home ownership, purchases and equitable division of pensions on divorce that took place before 1/1/2019 are taken into account in the calculation of the one-off transfer-in.

    e. Withdrawals and repayments in connection with the encouragement of home ownership, purchases and equitable division of pensions on divorce that occurred after 1/1/2019 are not taken into account in the calculation of the one-off transfer-in.

2. The one-off transfer-in of the mitigation measure is credited to the respective member's savings capital in equal annual instalments. The following applies here:

    a. The one-off transfer-in is credited to the savings capital over ten years (i.e. 1/120 per month).

    b. If a member retires before 1/1/2030 and receives a retirement pension, the balance of the portion not yet acquired is transferred to the savings capital immediately.

    c. If a member takes partial retirement before 1/1/2030 and receives a retirement pension, a pro rata transfer of the balance of the portion not yet acquired to the savings capital is made immediately.

    d. If a member retires before 1/1/2030 and takes all of their savings capital as a lump sum, the balance of the portion not yet acquired is forfeited.

    e. If a member retires before 1/1/2030 and takes part of his savings capital as a lump sum, the balance of the portion not yet acquired is proportionally adjusted.

    f. If a member becomes disabled before 1/1/2030, this has no influence on the transfer of the one-off transfer-in. This continues to be credited to the member's savings capital.

    g. If a member dies before 1/1/2030 and the savings capital is paid out, the balance of the portion not yet acquired is forfeited.

    h. In the event of an equitable division of pensions on divorce, only the previously acquired portions of the one-off transfer-in are taken into account.

i. If a member leaves Georg Fischer Pension Fund before 1/1/2030 (= merged pension fund), the balance is forfeited. If the employer dismisses the employee for non-disciplinary reasons before 1/1/2030, the balance of the portion not yet acquired is transferred to his savings capital immediately.

j. A withdrawal in connection with the encouragement of home ownership is only possible from portions of the one-off transfer-in already acquired.

3. If Georg Fischer Pension Fund's funded status pursuant to Art. 44 BVV 2 falls below 95% during the period in which these transitional provisions apply, the crediting of the one-off transfer-ins pursuant to section 2 is stopped.

   a. The crediting of the one-off transfer-ends pursuant to section 2 is started again once the funded status is over 100%.

   b. The one-off transfers-in pursuant to section 2 not credited in the period of underfunding of 95%-100% are forfeited to the benefit of Georg Fischer Pension Fund.

   c. The audited annual accounts are in each case used to determine the funded status.

   d. If a member becomes disabled or retires during a period of underfunding without entitlement to a crediting of the one-off transfers-in, any following entitlement will be subsequently incorporated into the savings capital (for disabled members) or used for a pension increase (for old-age pensioners and recipients of spouse's pensions).