Schindler Pension Fund
Rules
Version of January 1, 2023

Schindler

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A Definitions

AHV/IV
Federal Old Age and Survivors' Insurance and Federal Disability Insurance

BVG
Federal Law on Occupational Old Age, Survivors' and Disability Pension Plans

Company/ies
Swiss companies of the Schindler Group which have joined the Pension Fund under contract

Final age
The first day of the month following the 65th birthday

Founder
Schindler Holding AG, Hergiswil/NW

FZG
Federal Law on Vesting in Occupational Old Age, Survivors' and Disability Pension Plans

Insured/s
All persons who are insured under these Rules

Pension Fund
Schindler Pension Fund

Registered partnership
Persons living in a registered partnership pursuant to the Federal Act on the Registered Partnership between Persons of the Same Sex are treated in the same way as married couples. The registration of a partnership corresponds to a marriage, and its dissolution in court divorce.

Retirement credits
The retirement credits equal the savings contributions of the insured and the companies

UVG
Federal Law on Accident Insurance

Please refer also to the index of keywords and legislation (giving the original German titles) (Section H), which has been included as an additional guide to users.

B Foundation, basis of insurance

Art. 1 Name and purpose of the foundation

1.1 The "Schindler Pension Fund" is a foundation as defined by Art. 80 et seq. of the Swiss Civil Code, Art. 331 et seq. of the Swiss Code of Obligations and Art. 48 et seq. of the BVG. The foundation has its registered office in Ebikon.

1.2 The foundation has been entered in the register of occupational benefits providers.

1.3 The purpose of the foundation is occupational pension provision for employees and their surviving dependents against the financial consequences of old age, disability and death in accordance with the provisions of the deed of foundation, the Rules and the BVG. It provides the benefits laid down in the BVG and the corresponding ordinances as a minimum.

Art. 2 Group of insured persons

2.1 All company employees who are employed for a period of more than three months must enroll with the Pension Fund.

2.2 The following employees are not admitted to the Pension Fund:

- Employees with a fixed-term employment contract of a maximum of three months. If the employment relationship is extended beyond this three-month period, the employee is insured from the date on which the extension was agreed. If several consecutive periods of employment with the company together exceed three months, and no break between periods of employment exceeds three months, the employee is insured from the beginning of the fourth month of employment overall.
- Employees whose annual salary is less than 75% of the maximum AHV retirement pension (entry threshold)
- Employees who have already reached or passed the final age
- Employees who are at least 70% disabled as defined by the IV, or who continue to be insured on a provisional basis under Art. 26a BVG
- Employees who work part-time and already have compulsory insurance elsewhere for their principal position of employment, or who are primarily self-employed.

Employees who are not or who are unlikely to be employed in Switzerland on a permanent basis and who are adequately insured outside Switzerland may, upon application, be exempted from enrolment in the Pension Fund.

2.3 Employees who are partially incapacitated on admission to the Pension Fund are insured only for that part of their salary which corresponds to their remaining earning capacity.

2.4 Income earned in the service of employers that are not affiliated with the Pension Fund is not insured by the Pension Fund.

Art. 3 Beginning and end of insurance cover

3.1 Employees are admitted to the Pension Fund on the day on which the employment relationship begins or on which they are first entitled to draw a salary, but in any event at the time the employee sets out on their journey to work. It takes place at the earliest:
- On 1 January of the year following the insured's 17th birthday for the risks of disability and death;
- On 1 January of the year following the insured's 24th birthday for retirement benefits.

3.2 Should an insured's annual salary fall below the entry threshold as defined in Art. 2.2, or should the employment relationship with the company end for a reason other than retirement on age grounds, disability or death, the insured must withdraw from the Pension Fund. The withdrawing insured is entitled to vested benefits as defined in Art. 14.

3.3 Insureds remain covered for the risks of disability and death until they start a new employment relationship, but for no longer than one month after termination of the present employment relationship.

3.4 If an insured interrupts their employment relationship, but does not terminate it, with the consent of the company, they may remain insured under the provisions of these Rules. The insured must pay all employee and company contributions before the interruption begins. They may elect not to pay savings contributions.

3.5 An insured who ceases to be covered by compulsory insurance on or after their 55^{th} birthday because their employment relationship was terminated by the company may apply to the Pension Fund in writing for pension cover to be maintained. This application must be submitted before the end of the employment relationship. The company is obliged to notify the Pension Fund should it terminate an employment contract with an insured aged 55 or older. The insured has the choice of maintaining insurance for the risks of death and disability only (without savings contributions), or additionally continuing to add to their pension provision (with savings contributions). Withdrawal benefits remain with the Pension Fund.

The insured pays the risk premiums determined by the Pension Fund Rules, as well as any company and employee contributions towards administrative costs relating to the salary that remains insured. If the insured continues to accumulate pension savings, they must also pay the company and employee savings contributions.

Detailed terms and conditions are laid down in the regulation entitled 'Continued insurance after compulsory insurance cover has ended pursuant to Art. 47a BVG' *['Weiterversicherung nach Ausscheiden aus der obligatorischen Versicherung gemäss Art. 47a BVG']*. They will be determined in writing in an individual agreement between the insured and the Pension Fund. The agreement, signed by the insured, must reach the Pension Fund within 30 days of the end of the employment relationship.

Art. 4 Insured salary

4.1 The applicable annual salary consists of 12 monthly salaries plus the 13th monthly salary (year-end gratuity), and 75% of the target bonus. 100% of the target bonus is insured for insureds who are subject to the collective employment agreement. By way of exception and with the permission of the board of trustees, affiliated companies may deviate from this formula when defining the applicable salary. The board of trustees may decide to include workplace-related allowances in the applicable annual salary. Any such decisions by the board of trustees will be set out in an administrative directive.

4.2 The coordination deduction is determined by the board of trustees and equals at least the minimum full AHV retirement pension. The coordination deduction for part-time employees is proportionate to the number of working hours. The coordination deduction for partially disabled insureds is determined in accordance with their entitlement to a partial pension.

4.3 The insured salary equals the applicable annual salary pursuant to Art. 4.1, minus the coordination deduction pursuant to Art. 4.2. The maximum insured salary corresponds to 11 times the coordination deduction.

4.4 The insured salary is set for the first time when the employee joins the Pension Fund. Thereafter, it will usually be set when the individual affiliated companies introduce general salary adjustments, or when the individual salary is adjusted outside of such general salary rounds or when the coordination deduction changes.

4.5 If the applicable annual salary is reduced temporarily as a result of illness, accident, unemployment, maternity leave, paternity leave or similar reasons, the previous coordinated salary remains valid for at least as long as the employer would otherwise be required to continue paying the insured's salary under Art. 324a of the Swiss Code of Obligations (CO), or for the duration of maternity leave under Art. 329f CO, paternity leave under Art. 329g OR, or carer's leave under Art. 329i CO. The insured may, however, request a reduction in their coordinated salary.

4.6 If the number of working hours of an insured changes, the insured salary is recalculated on the basis of the new working hours.

Continued coverage of previous insured salary from age 58 onwards

4.7 Insureds whose appliable annual salary is cut by no more than half after the age of 58 owing to a reduction in working hours by no more than half may maintain their previous insured salary, up to the final age at the latest.

4.8 The company and employee contributions on the proportion of salary lost owing to the reduction in working hours will be financed by the company.

Art. 5 Retirement assets and retirement credits

5.1 An individual retirement account is kept for each insured's retirement assets. These retirement assets consist of:

a) Any capital contributions pursuant to Art. 8 that are paid in for the account of the insured
b) The annual retirement credits
c) Less any advance withdrawals to buy a home
d) Less/plus any withdrawals/deposits as a result of divorce
e) Plus any repayments of advance withdrawals and repurchase of benefits as a result of divorce
f) Plus interest pursuant to Art. 5.3.

5.2 Annual retirement credits are determined pursuant to Art. 7 on the basis of the insured salary and the age of the insured.

5.3 In December/January of each year the board of trustees will determine the interest rate applying to the retirement assets for the past year, taking account of the provisional annual results as well as the latest information on the Pension Fund's assets and earnings. At the same time it will determine the interest rate which will apply to the calculation of benefits falling due before the end of the full calendar year (January to November) in the event of withdrawal from the Pension Fund, retirement, death, advance withdrawal of benefits to finance home ownership, or divorce.

5.4 The interest is calculated at the end of the calendar year on the basis of the accrued retirement assets at the beginning of the year. The retirement credits for the year in question are credited to the retirement assets without interest.

5.5 Interest is paid on a pro-rata basis if an insured withdraws from the Pension Fund, retires or makes capital contributions, withdraws benefits in advance or repays such advance withdrawals, or in the event of divorce.

5.6 The level of retirement credits, expressed as a percentage of the insured salary and taking the age of the insured (difference between the current calendar year and the year of birth) and the chosen contribution plan into account, are as follows:

applicable from 1.1.2018:

Age	Minimum cont. plan	Standard cont. plan	Maximum cont. plan
25 – 34	9.25%	10.25%	11.85%
35 – 44	12.25%	13.25%	14.85%
45 – 54	21.15%	22.15%	24.75%
55 – 70	27.15%	28.15%	31.75%

C Financing

Art. 6 Obligation to pay contributions

6.1 The obligation to contribute commences when the insured joins the Pension Fund and lasts until their retirement, withdrawal from the Pension Fund, or death.

6.2 In the case of disabled insureds, the obligation to contribute for both the insured and the company is reduced in line with the proportion of full working hours worked, or the degree to which the insured is able to work, in accordance with the partial pension scale set out in Art. 12.5.

6.3 The company deducts the insured's contributions from their salary, continued salary or substitute salary and transfers these contributions to the Pension Fund each month together with the company's own contributions.

6.4 The full monthly contribution is deducted for insureds joining the Pension Fund before the 16th of the month and leaving the Pension Fund after the 15th of the month. If an insured joins the Pension Fund after the 15th of the month or leaves the Pension Fund before the 16th of the month then no contribution will be deducted for that month.

Art. 7 Contribution amounts

7.1 Contributions are calculated as a percentage of the insured salary, taking the age of the insured (difference between the calendar year and the year of birth) into account.

7.2 Each year, the insured and the company will pay the following risk premium and contributions to administrative costs and the Security Fund:

	Age	Insured Person	Company
Risk premiums	18 – 70	0.50%	0.85%
Contributions to administrative costs and the Security Fund	18 – 70	0.20%	0.20%

7.3 The insured and the company pay the following savings contributions:

Age	Insureds with standard cont. Plan	Company
25 – 34	4.85%	5.40%
35 – 44	6.35%	6.90%
45 – 54	9.10%	13.05%
55 – 70	10.60%	17.55%

7.4 Every year with effect on January 1, the insured may choose whether they wish to contribute to the following plans instead of the standard contribution plan:

Age	Minimum cont. plan	Maximum cont. plan
25 – 34	3.85%	6.45%
35 – 44	5.35%	7.95%
45 – 54	8.10%	11.70%
55 – 70	9.60%	14.20%

Insureds who wish to change their contribution plan must inform the Pension Fund in writing by 15 December (date of receipt by the Pension Fund) at the latest. If no request for a change has been received by this date, the existing instructions or, in their absence, the standard contribution plan, will continue to apply.

Art. 8 Vested benefits brought in and voluntary contributions

8.1 Vested benefits received on withdrawing from a previous pension fund must be paid into the Pension Fund on enrolment in accordance with the statutory provisions. Vested benefits brought into the Pension Fund are credited to the insured's retirement assets.

8.2 Insureds may at any time buy in voluntarily to full benefits under the Rules, provided they have paid all vested benefits in to the Pension Fund and do not draw a full annual disability pension.

Voluntary contributions may correspond to no more than the difference between the maximum possible retirement assets (see Annex B) and the existing level of retirement assets. The maximum voluntary amount is reduced by:
a) Vested assets which the insured has not paid into the Pension Fund
b) Creditable Pillar 3a assets.

When taking early retirement which is final, an insured may make voluntary contributions to purchase all or a portion of the pension benefits lost as a result of retiring early. Such purchases may not lead to the forecast regular retirement pension at the final age of 65 being exceeded.

Where additional voluntary contributions have been made, the resulting benefits may not be withdrawn as a lump sum from the pension scheme for the following three years. Payments made to repurchase benefits following divorce are exempted from this restriction.

Where advance withdrawals have been made under the scheme to promote home ownership, no additional voluntary contributions may be made until the advance withdrawals have been repaid.

The provisions of Art. 1 paras. 2 and 3 BVG and the restrictions on additional contributions laid down in Art. 79b BVG and Art. 60b BVV2 apply in all other respects. In order to comply with statutory provisions governing additional voluntary contributions, the insured must supply the pension fund with a corresponding written declaration and any necessary documentation before any additional voluntary contributions are made.

8.3 Voluntary contributions may, in principle, be deducted from the direct taxes levied at Confederation, cantonal and municipal levels. However, the Pension Fund does not make any guarantees in respect of such tax deductions.

Art. 9 Assets, financial equilibrium

9.1 The assets of the Pension Fund are used to cover the benefits provided for by these Rules.

9.2 In the event of a shortfall in the Pension Fund cover pursuant to the Appendix to Art. 44 BVV 2, the board of trustees will consult the occupational pensions expert in determining the action to be taken to make up the shortfall. In doing so, the board of trustees will take into account the level of the shortfall, the asset and liability structure as well as the structure and expected development of the group of insureds and pensioners.

Under the statutory provisions, the following measures in particular may be implemented for a limited period of time:

– Restructuring contributions by companies and employees to remedy a shortfall in cover. The company’s contribution must equal at least the total amount of the contributions of all insureds.
– Restructuring contributions by pensioners to remedy the shortfall in cover. These contributions would be deducted from current pensions in line with statutory provisions.
– Undercutting the minimum BVG interest rate on BVG retirement assets by a maximum of 0.5 percentage points for the duration of the shortfall in cover, but for no longer than five years, if the above measures prove to be inadequate. Furthermore, for as long as the shortfall in cover lasts, the rate of interest used to calculate vested benefits under Art. 17 FZG may be lowered to the same rate of interest that is paid on retirement assets.
– Placing restrictions on the timing or amount of advance withdrawals for the repayment of mortgage loans, or refusing such withdrawals entirely, for the duration of the shortfall in cover.

In the event of a shortfall in cover, the companies may contribute to a separate “Employer contribution reserve fund with a waiver of usage” account within the limits imposed by the law. They may also transfer funds from the ordinary employer contribution reserve fund to this account.

The board of trustees must inform the insureds, the pensioners, the companies and the supervisory authority of the amount and cause of the shortfall, and the duration and effectiveness of the measures implemented.

D Benefits

Art. 10 Insured benefits

10.1 The Pension Fund grants the following benefits to insured or their surviving dependents:
– Retirement pension
– AHV bridging pension
– Lump-sum retirement capital
– Temporary disability pension
– Waiver of contributions
– Surviving spouse's/registered partner's pension
– Surviving life partner's pension
– Pensioner's and disabled person's children's pensions, as well as orphans' pensions
– Lump sum death benefit
– Vested benefits
– Benefits under the scheme to promote home ownership
– Benefits in the event of divorce

10.2 Once a year, all insured employees receive a pension statement which gives the amount of their retirement assets, the insured benefits, and contributions.

10.3 The insurance benefits under Art. 10.1 are paid subject to Art. 16. The minimum benefits prescribed by the BVG are guaranteed.

Art. 11 Retirement benefits

11.1 **Retirement at the final age of 65**
Entitlement to retirement benefits begins upon termination of the employment relationship owing to retirement, and ends at the end of the month in which the insured dies. Disability pensions are converted into retirement benefits in accordance with Art. 12.8.

The amount of the retirement pension is based on the accrued retirement assets at retirement age, minus any lump-sum withdrawals pursuant to Art. 11.5, and is calculated using the conversion rate stated in Annex A.

11.2 **Voluntary early retirement**
Voluntary early retirement is possible from the age of 60 and presupposes the termination of the employment relationship.

The Pension Fund must be informed in writing of the intention to retire in accordance with the notice period under the employment contract, but at least three months before the intended retirement date.

The amount of the retirement pension upon early retirement is calculated on the basis of the accrued retirement assets at the time of retirement:
a) Less any lump sum withdrawals pursuant to Art. 11.5
b) Less an amount to finance an AHV bridging pension pursuant to Art. 11.6
c) Calculated using the conversion rate stated in Annex A.

11.3 **Continued insurance beyond the final age of 65**

If the insured remains employed by the company even after they have reached the final age, they remain insured up to the end of their employment relationship, but no longer than their 70th birthday. The contributions to be paid by the insured and the company are laid down in Art. 7.
In the event of a reduction in working hours, the insured may request partial retirement. Art. 11.4 applies.

The amount of the annual retirement pension is calculated by multiplying the accrued retirement assets with the age-related conversion rate, as per Annex A, at the time of retirement.

If the insured dies during the period of continued insurance or pension deferral, for the purposes of calculating the survivor's pension they are regarded as a pensioner from the first day of the month following their date of death. Art. 13 otherwise applies.

No disability benefits are payable. After three months of incapacity to work, either the retirement pension or the lump sum pursuant to Art. 11.5 will fall due for payment.

The Pension Fund must be informed in writing of the intention to retire in accordance with the notice period under the employment contract, but at least three months before the intended retirement date.

11.4 **Partial retirement**

Partial retirement is possible from the age of 60 and presupposes a reduction in the contractual hours worked by the insured, in agreement with the company.

The Pension Fund must be informed in writing of the intention to retire or take partial retirement in accordance with the notice period under the employment contract, but at least three months before the intended retirement date.

In the event of partial retirement, the retirement assets are divided into two in accordance with the reduction in working hours:

a) The insured is entitled to claim retirement benefits in respect of that part of the retirement assets which corresponds to the reduction in working hours. These benefits are calculated according to the same principles which apply to early and deferred retirement.
b) With regard to the other part of the retirement assets, the insured is deemed to be an active insured, and the entry threshold and coordination deduction are adjusted in line with the proportion of standard working hours worked.

Partial retirement may also occur in several stages. Applying the principles of Art. 11.5, where partial retirement occurs in a maximum of two stages the insured may withdraw the corresponding retirement assets wholly or in part as a lump sum.

If an insured takes partial retirement, they cannot continue to insure their previous insured salary in accordance with Art. 4.7. The insured salary is reduced in accordance with the degree of retirement.

11.5 **Lump-sum withdrawal**

Where an insured terminates their employment relationship after the age of 60, they may withdraw their accrued retirement assets wholly or in part as a lump sum, instead of drawing a retirement pension. A disabled insured may also withdraw their accrued retirement assets wholly or in part as a lump sum instead of drawing a retirement pension.

A lump sum withdrawal results in a proportional reduction of the claim to a retirement pension, pensioner's child's pension and expected survivor's and orphan's pensions.

The Pension Fund must be informed of the lump sum withdrawal in writing at least three months before the date of retirement. Married insureds may only withdraw a lump sum if their spouse has given their written consent and the spouse's signature has been officially certified.

11.6 **AHV bridging pension**

If they are not yet eligible to draw an AHV retirement pension and providing the accrued retirement assets are sufficient, recipients of a retirement pension may apply to receive an AHV bridging pension amounting to no more than the AHV retirement pension.

The AHV bridging pension is paid up to the agreed age, but ceases no later than when the insured reaches the regular AHV retirement age which applied when they took early retirement, upon the death of the insured, or when the insured begins to receive a disability pension.

If an AHV bridging pension is claimed, there is a reduction in the retirement assets available upon retirement, as follows. Depending on the agreed duration of pension payments, this will also reduce the retirement pension and the other benefits that are insured with it. The reduction in retirement assets corresponds to the level of the monthly retirement pension multiplied by the agreed duration of pension payments in months.

11.7 **Pension in the event of early retirement for operational reasons**

At the request of the companies, the Pension Fund will pay monthly bridging pensions to insureds who have to leave the employ of the company for operational reasons before reaching the final age. If there are important reasons to do so, the board of trustees may reduce the age limit to under 60.

The amount of these bridging pensions is determined by a special company plan. The company must pay the full cost of the bridging pensions to the Pension Fund.

11.8 **Pensioner's child's pensions**

Recipients of retirement pensions are entitled to a child's pension for each child who would be entitled to an orphan's pension in the event of the insured's death. The child's pension amounts to 20% of the statutory retirement pension calculated according to the BVG. The sum of pensioner's child's pensions is capped at 40% of the statutory retirement pension calculated according to the BVG.

Art. 12 Disability benefits

Disability pension

12.1 Insureds who are recognized as disabled by the Swiss Federal Disability Insurance Scheme (IV) are also regarded as disabled by the Pension Fund for the purposes of compulsory BVG benefits, provided they were insured by the Pension Fund at the beginning of the incapacity to work which resulted in their being declared disabled.

12.2 For the purposes of benefits over and above compulsory benefits, the board of trustees will decide on the basis of a medical report from a Pension Fund-appointed physician on the existence of any disability and on the degree of that disability. The loss of salary (as a percentage of the previous salary) as a result of disability is an important indicator of the degree of disability.

12.3 The Pension Fund's temporary disability pension begins when the insured becomes eligible for an IV pension. It ends when the insured ceases to be eligible for an IV pension, but at the final age at the latest. From this point onwards, the insured is entitled to receive a retirement pension or their retirement capital as a lump sum, in accordance with Art. 11.5.
Should the IV pension be reduced or revoked, the insured remains insured on a provisional basis, and they remain entitled to benefits under Art. 26a BVG. This applies notwithstanding the concluding provisions of the amendment of 18 March 2011 to the Disability Insurance Act (IVG).

12.4 However, the Pension Fund's temporary disability pension is not paid while the insured continues to draw their salary or substitute benefits, where these salary substitute benefits correspond to at least 80% of the salary and were financed at least 50% by the employer.

12.5 The Pension Fund will pay disability pensions in accordance with the degree of disability, as set out in the following scale:

Degree of IV disability	Entitlement as % of full pension
0% – 39%	0.0%
40%	25.0%
41%	27.5%
42%	30.0%
43%	32.5%
44%	35.0%
45%	37.5%
46%	40.0%
47%	42.5%
48%	45.0%
49%	47.5%
50% – 69%	% as per degree of disab. IV
over 70%	100.0%

12.6 The full annual disability pension equals 60% of the insured salary.

12.7 Recipients of a partial disability pension paid by the Pension Fund are treated as follows:

a) As a disabled insured for that part of their retirement assets which corresponds to the retirement assets multiplied by the partial pension in percent.

b) As an active insured for that part of the salary that is subject to contributions, corresponding to the percentage of standard working hours for which the insured is still employed.

12.8 During the period of disability, the insured's retirement assets continue to earn retirement credits up to the final age pursuant to the standard contribution plan, including interest, based on the last insured salary and taking into account the level of the partial pension. Retirement benefits are calculated on the basis of these accrued retirement assets.

12.9 If the Pension Fund becomes liable to pay benefits because the insured has become disabled because of a birth defect or before they reach the age of majority and were insured with the Pension Fund when their incapacity to work increased such as to render them disabled, the insured's claim is limited to the minimum benefits guaranteed under the BVG.

12.10 The Pension Fund is entitled at any time to request a medical assessment of a disabled insured. If the insured does not attend or refuses to allow this examination, benefits will be temporarily or permanently reduced or suspended.

12.11 If a person who has taken early retirement becomes disabled, they are not entitled to receive disability benefits from the Pension Fund. Current retirement benefits will continue to be paid without change.

12.12 **Disabled person's child's pension**

Recipients of disability pensions receive a child's pension for each child in accordance with the conditions applying to orphan's pensions (Art. 13.17). The child's pension amounts to 20% of the disability pension. For children adopted or fostered after the insured has become incapacitated, the child's pension amounts to 20% of the statutory retirement pension calculated according to the BVG.

12.13 **Waiver of contributions**

The entitlement of the insured and the company to a waiver of contributions begins and ends at the same time as the entitlement to the temporary disability pension. In the case of partial disability, entitlement to a waiver of premiums exists in line with the partial pension, as described in Art. 12.5. For the duration of the waiver of premiums, the contributions of both the disabled insured and the company will be met by the Pension Fund.

Art. 13 Death benefits

Surviving spouse's/registered partner's pension

13.1 The surviving spouse or registered partner of an active insured or pensioner is entitled to a survivor's pension, provided that, upon the death of the insured or pensioner, they:

- Are responsible for financially supporting children or have raised joint children, or
- Have passed the age of 45 and the marriage or registered partnership had lasted at least five years, or
- Are at least 50% disabled as per the IV, and the marriage or partnership had lasted at least five years.

For pensioners, the duration of a cohabiting partnership as described in Art. 13.7 b) prior to marriage to the same partner is counted towards the qualifying five years of marriage.

13.2 If the surviving spouse or registered partner does not fulfil any of these conditions, they will receive a single lump sum equaling four times the annual insured pensions. In the event of the death of an active insured, however, the figure will be at least 100% of the retirement assets accrued at the time of death.

13.3 The surviving spouse's/registered partner's pension is paid for the first time for the month following the death of the insured, but not before any salary or posthumous salary payments are discontinued. The claim to a surviving spouse's/registered partner's pension lapses at the end of the month in which the beneficiary dies.

13.4 The pension paid to the surviving spouse or registered partner amounts to 36% of the insured salary or 60% of the full current disability pension. It is paid until the date on which the deceased insured would have reached the final age. After this date, the pension equals 60% of the hypothetical retirement pension of the deceased insured. To determine the hypothetical retirement pension, the deceased insured's retirement credits up to the final age, based on the last insured salary plus interest in accordance with the standard contribution plan, are mathematically credited to the retirement assets.

13.5 If a retired pensioner dies, the surviving spouse's/registered partner's pension equals 60% of the current retirement pension.

13.6 A divorced spouse or former registered partner is treated in the same way as a widow or widower following the death of their former spouse or registered partner, provided:

a) The marriage or the registered partnership lasted at least ten years and
b) Upon divorce, the divorced spouse was awarded a pension under Art. 124e para. 1 or 126 para. 1 of the Swiss Civil Code (CC) or, upon dissolution of the registered partnership, the former partner was awarded a pension under Art. 124e para. 1 CC or Art. 34 paras. 2 and 3 of the Same-Sex Partnership Act.

Entitlement to the pension of the divorced spouse or registered partner begins upon the death of the insured, but not before any posthumous full salary payments are discontinued. It ends at the end of the month in the course of which the beneficiary dies, remarries, or enters into a registered partnership. Furthermore, the entitlement to receive survivors' benefits exists only for as long as the pension described in Art. 124e para. 1 or Art. 125 CC would have been payable.

Surviving spouse's/registered partner's benefits are reduced by the amount by which, together with AHV survivors' benefits, they exceed the entitlement laid down in the divorce decree or decree on the dissolution of the registered partnership. AHV survivors' pensions are counted only to the extent that they exceed the person's own entitlement to an IV disability pension or an AHV retirement pension. The pension paid to the divorced spouse or former registered partner corresponds to no more than the amount of the survivor's pension in accordance with the BVG minimum.

Divorced spouses and former registered partners who were awarded a pension or a lump-sum settlement for a lifetime annuity prior to the entry into force of the amendment of January 1, 2017, are entitled to survivors' benefits under the law applicable up to that date.

Surviving life partner's pension

13.7 The surviving life partner of a pensioner is entitled to a surviving life partner's pension on the following conditions, provided that, upon the death of the pensioner:

a) The life partner was supported by the deceased to a considerable degree, or
b) The pensioner and the surviving life partner had lived together without interruption during the last five years before the pensioner's death, or
c) The surviving life partner is obliged to support at least one joint child financially.

13.8 The pensioner and surviving life partner may not have been married, in a registered partnership, or related in the sense of Art. 95 of the Swiss Civil Code (CC).

13.9 The cohabiting partnership, considerable degree of support or obligation to support a joint child financially must have begun prior to the pensioner's retirement.
The life partner must be nominated as a beneficiary during the lifetime of the pensioner, using the Pension Fund's beneficiary nomination form bearing the officially certified signatures of the insured and the beneficiary. The beneficiary form must have been submitted to the Pension Fund prior to the pensioner's retirement. In the case of partial retirement the latest deadline is the date on which the first step towards retirement is taken.

13.10 Furthermore, the surviving life partner is entitled to a pension only if the insured confirms the following in writing to the Pension Fund annually, in December, using the corresponding form:

a) The considerable degree of support as described in Art. 13.7 para. 1 a) and the address of the beneficiary, or

b) The existence of an uninterrupted cohabiting partnership as described in Art. 13.7 para. 1 b) and the address of the beneficiary.

13.11 Within three months of the death of the pensioner, the beneficiary life partner must supply the Pension Fund with the proof that it requests that the conditions of entitlement set out in Art. 13.7 – 13.10 are met. The Pension Fund decides whether or not the necessary criteria are fulfilled.

13.12 The surviving life partner's pension is paid for the first time for the month following the death of the insured.

13.13 The claim to a surviving life partner's pension lapses at the end of the month in which the beneficiary dies.

13.14 The pension paid to the surviving life partner amounts to 60% of the current retirement pension.

13.15 If the beneficiary is more than ten years younger than the deceased, the pension is reduced by four percent of its amount for each full or part year that exceeds that ten-year age gap.

13.16 If the beneficiary is already entitled to receive a survivor's pension from a pension institution at the time of the pensioner's death, they are entitled to a surviving life partner's pension in an amount that makes up the positive difference between the pension from the Pension Fund and the pension that is already being paid.

Orphan's pension

13.17 If an insured dies before or after their retirement, each of their children aged under 18 will receive an orphan's pension. This pension is paid until the 18th birthday. Children who have not yet finished their education, or who are at least 70% disabled, are entitled to a pension until their 25th birthday. The term "children" refers to both biological and adopted children, as well as foster children who are entitled to receive pension benefits under AHV/IV regulations.

13.18 If an active insured dies, the orphan's pension for a child having lost one parent is 20% of the insured disability pension at the time of death. This percentage is 30% if the child has lost both parents. If a retired or disabled pensioner dies, the orphan's pension for a child having lost one parent is 20% of the current retirement or disability pension. This percentage is 30% if the child has lost both parents. For children adopted or fostered after the start of retirement or disability pension payments, the orphan's pension amounts to 20% of the statutory retirement pension calculated according to the BVG.

Lump-sum death benefit

13.19 If an active insured dies before retirement and no claim to survivors' benefits pursuant to Art. 13.1 and 13.2 exists, a lump sum death benefit amounting to 100% of the accrued retirement assets will be paid out to the entitled claimants, as specified under Art. 13.10.

13.20 The following are entitled to the lump sum death benefit in the order of precedence shown:

a) Natural persons who were supported to a considerable degree by the insured, or a partner with whom the insured had cohabited without interruption during the last five years before their death, or who is responsible for financially supporting one or more joint children, provided that the partner is not married and is not related to the insured. However, a cohabiting partnership entitling a life partner to a pension must be confirmed in writing and the confirmation signed by both partners. To this end, the beneficiary form provided by the Pension Fund must be completed and submitted to the Pension Fund administration before the death of the insured.
b) The children of the deceased, followed by the deceased's parents, and finally their siblings.

Where the lump sum death benefit is divided between several entitled claimants, each receives an equal share. However, the insured may submit a written declaration to the Pension Fund in which they change the order of precedence of beneficiaries within the same beneficiary category (letters a, b and c above) and/or determine that the individual beneficiaries within the same beneficiary category receive different shares of the lump sum death benefit.

The order of precedence of the beneficiary categories themselves cannot be changed.

Where no declaration changing the order of precedence of beneficiaries or the distribution of the lump sum death benefit has been made, or if the declaration does not observe the provisions stated above, the general order of precedence will apply.

Art. 14 Vested benefits

14.1 If the employment relationship is terminated by the insured or by the company before an insured event has occurred, the insured is entitled to vested benefits.

14.2 The vested benefits are calculated in accordance with the defined contributions system and correspond to the accrued retirement assets. The insured is at all times entitled to at least the retirement assets under the BVG or the minimum vested benefits pursuant to Art. 17 FZG.

The vested benefits pursuant to Art. 17 FZG, taking into account any advance withdrawals to buy a home and payouts as a result of divorce, consist of at least the sum of the following:

– Any vested benefits brought into the Pension Fund by the insured and any other capital contributions, including interest according to the minimum BVG interest rate

– Contributions paid by the insured in accordance with the pension plan, including a supplement of 4% per year from the age of 20, but not more than 100%. Contributions paid by the insured to finance administrative costs, the Security Fund and to eliminate a shortfall in cover are not taken into account.

14.3 Vested benefits will be transferred to the pension scheme of the new employer. If the insured does not join a new pension scheme, they must inform the Pension Fund whether the vested benefits must be paid into a paid-up vested benefits policy or a blocked vested benefits account. If no instructions are received from the insured, the vested benefits will be transferred to the National Substitute Pension Plan ("Auffangeinrichtung") after no less than six months and no more than two years.

14.4 Vested benefits are paid out in cash on receipt of a written request if:

– The person withdrawing from the Pension Fund is moving abroad (beyond Switzerland and Liechtenstein) definitively, or the insured person is a cross-border commuter who is leaving their employment in Switzerland definitively. The vested benefits do not include the compulsory portion if the withdrawing person is settling in an EU country, Iceland or Norway and is subject there to statutory insurance against age, death and disability. In such cases, the compulsory portion must be used to set up a vested benefits account or vested benefits policy in Switzerland or Liechtenstein
– The withdrawing person becomes self-employed and is no longer subject to mandatory occupational pension provision in accordance with the BVG
– The vested benefits amount to less than one annual contribution by the insured.

Entitled claimants who are married or in a registered partnership may withdraw the vested benefits in cash only if their spouse or registered partner has given their written consent and the signature has been officially certified. If the amount to be withdrawn has been pledged for the purposes of buying a home, the written consent of the pledgee is also required.

14.5 The conditions and the procedure in the event of partial liquidation are laid down in the Rules on Partial Liquidation.

E General provisions on benefits

Art. 15 Payment

15.1 Pension Fund benefits are paid as follows:

a) Pensions are paid in monthly instalments. The claim to a pension remains valid until the end of the month in which pension eligibility lapses under the provisions of these Rules.

b) Lump sum benefits are paid within 30 days of falling due, but at the earliest when the entitled claimants have been identified with certainty.

15.2 Default interest is owed:

a) On pension payments from the commencement of a debt enforcement action or lawsuit. The default interest rate corresponds to the minimum BVG interest rate.

b) [@IH]On lump sum payments from the date they fall due, but at the earliest 30 days after the insured or the entitled claimants have submitted all of the necessary documentation. The default interest rate corresponds to the minimum BVG interest rate.

c) Where vested benefits are paid out, from 30 days following receipt of all the necessary information, but no earlier than 30 days from the date of leaving the Pension Fund. The default interest rate corresponds to the minimum BVG interest rate plus one percentage point.

15.3 If the pension amounts to less than the minimum amount determined by the board of trustees, a lump sum settlement calculated according to actuarial principles may be paid instead of that pension. All further claims by the insured or their surviving dependents against the Pension Fund lapse with the payment of this lump sum.

15.4 Benefits received wrongfully must be repaid to the Pension Fund. This claim to the repayment of benefits that have been received wrongfully lapses three years after the Pension Fund becomes aware of the benefit payment, but no later than five years after the benefits have been paid out. If the claim derives from a criminal act for which criminal law provides for a longer limitation period, this longer period applies.

15.5 If the Pension Fund must pay advance benefits, only the BVG minimum benefits will be paid. The Pension Fund will seek recourse to the insurance scheme which is liable to pay benefits. Should it later emerge that the Pension Fund is not liable to pay benefits, it will demand that the amounts paid in advance are repaid.

15.6 If the Pension Fund must pay survivors’ or disability benefits after it has transferred vested benefits to another pension or vested benefits scheme, it must be reimbursed these vested benefits to the extent necessary to pay the survivors’ or disability benefits. The Pension Fund will reduce the survivors’ and disability benefits if no such reimbursement is made.

15.7 If an entity charged with administering supplementary benefits notifies the Pension Fund that benefits that are due are subject to set-off against other benefits, the amount that must be repaid will be deducted from the benefits payable by the Pension Fund.

Art. 16 Deduction of benefits paid by third parties; reduction of benefits

16.1 If the disability benefits payable by the Pension Fund before the insured reaches regular final age, or survivors' benefits, plus any other creditable income pursuant to Art. 16.2, result in a pension income for the insured or their surviving dependents of more than 90% of the insured's last full annual earnings, the pension paid by the Pension Fund is reduced to a level that ensures that this ceiling is not exceeded. However, the Pension Fund will always pay at least the benefits due according to the BVG and its rules on the deduction of third-party benefits.
The statutory provisions on reductions in benefits in the event of pension rights being divided upon divorce will otherwise apply.

16.2 Creditable income includes the following benefits paid out to the entitled claimant:
- Survivors' and disability benefits paid by other domestic and foreign social insurance schemes as a result of the incident which caused the death or disability
- Daily allowances under mandatory insurance schemes
- Daily allowances under voluntary insurance schemes, if at least half of the costs of such schemes are funded by the employer
- Benefits from vested benefits schemes and the National Substitute Pension Plan
- Benefits from private insurance schemes, where at least half of the premiums were paid by the company
- Liability claims against the company or third parties
- The earned or substitute income that continues to be earned, or might reasonably be expected to be earned, by a disabled insured, with the exception of the additional income earned while participating in reintegration programs as described under Art 8a of the Disability Insurance Act.

Single lump-sum payments are set off at their paid-up pension value.

Care allowances for persons unable to look after themselves, personal injury indemnities, financial settlements, independent living allowances and similar benefits are excluded from the set-off.

The survivors' benefits received by the widow/widower or surviving registered partner and orphans are added together.

16.3 If the insured has reached regular retirement age, the Pension Fund will reduce benefits if these are received at the same time as:
a) Benefits under the Federal Act of 20 March 1981 on Accident Insurance (UVG)
b) Benefits under the Federal Act of 19 June 1992 on Military Insurance (MVG); or
c) Comparable foreign benefits.

The Pension Fund will continue to pay benefits at the same level as before the insured reached regular retirement age. Specifically, it will not compensate for benefits lost upon reaching regular retirement age under the provisions of Art. 20 para. 2^{ter} and 2^{quater} UVG and Art. 47 para. 1 MVG.

When added to the benefits paid under the UVG and the MVG, as well as comparable foreign benefits, the reduced benefits paid by the Pension Fund may not be lower than the full benefits described in Arts. 24 and 25 BVG.

Thus, if accident or military insurance does not fully compensate for a reduction in AHV benefits because the corresponding benefits have reached their maximum permitted amount (Art. 20 para. 1 UVG, Art. 40 para. 2 MVG), the Pension Fund will reduce its benefits by less, i.e. by the amount that has not been compensated for.

If, in the event of a divorce or the dissolution of a registered partnership, a disability pension is shared after the insured has reached regular retirement age, that portion of the pension awarded to the entitled spouse or partner will continue to be factored into the calculation of any reduction in the disability pension paid to the insured person.

16.4 The Pension Fund will not compensate for benefits that have been refused or reduced by the accident or military insurance schemes if such refusal or reduction is based on Art. 21 of the Federal Act of 6 October 2000 on General Aspects of Social Security Law (ATSG), Arts. 37 and 39 UVG, or Art. 65 or Art. 66 MVG. Furthermore, the Pension Fund will cease to pay any disability pension while the insured is serving a custodial sentence or subject to a sentence which restricts their personal liberty.

Art. 17 Claims against liable third parties

The Pension Fund may demand that a disabled insured or the surviving dependents of a deceased insured assign to the Pension Fund their claims against a third party which is liable in the case of disability or death, up to the amount of the benefits paid by the Pension Fund, if the Pension Fund does not, under the terms of the BVG, assume such claims instead of the insured, their surviving dependents and other entitled claimants. The Pension Fund is entitled to cease the payment of benefits until this assignment has been made.

Art. 18 Adjustment of pensions to inflation

Pensions are adjusted to inflation within the scope of the Pension Fund’s financial capacity. The board of trustees decides every year if and to what extent pensions will be adjusted.

Art. 19 Home ownership, divorce

19.1 Subject to the terms of Art. 8.2 para. 3, up to three years before reaching the final age insureds may claim from the Pension Fund a certain amount to purchase residential property for their own use, or pledge all or part of their claim to retirement benefits. Insureds who are married or living in a registered partnership must have the application for early withdrawal or pledge co-signed by their spouse or registered partner. In the case of early withdrawals of pension assets, this signature must be authenticated by an official body.

19.2 The legal provisions on the promotion of home ownership apply in all other respects.

19.3 If the Pension Fund's liquidity situation is jeopardized in any way by these advance withdrawals, the Pension Fund may defer the corresponding applications. Applications for advance withdrawals will be considered in the order in which they were received, whereby applications for the purposes of mortgage repayment may be deferred.

19.4 In the event of divorce or the dissolution by a court of a registered partnership under Swiss law, the corresponding provisions on the division of pension fund entitlements acquired during marriage up to the institution of divorce proceedings will apply, and the withdrawal benefits and those elements of the pension described in Arts. 122 – 124 CC will, as a rule, also be divided. If, at the time proceedings are commenced, the person who is required to share their benefits is eligible to receive a retirement pension, that part of the pension awarded by the court to the entitled spouse or partner will be converted into a lifetime annuity in accordance with Art. 19h Vested Benefits Ordinance (VBO) . This will be paid to the entitled spouse or partner, or transferred to their pension scheme in accordance with Art. 23e of the Vested Benefits Act (VBA) and Art. 19j VBO once the divorce decree or dissolution ruling has become final and absolute. The interest rate laid down in Art. 19j para. 5 VBO will be determined on an annual basis by the Board of Trustees. Entitlement to the lifetime annuity lapses at the end of the month in which the recipient dies.

If the Pension Fund is required to transfer a lifetime annuity under Art. 124a CC, the spouse or partner who is entitled to the settlement may request, in written and irrevocable form before receiving the first annuity payment, that they would like to receive a lump sum instead. The amount of the lump sum will be calculated in accordance with the valid principles laid down in Art. 19h VBO once the divorce decree or dissolution ruling has become final and absolute. The transfer of a lump sum satisfies all of the claims of the entitled spouse or partner against the Pension Fund.

Should a spouse or partner who is obliged to transfer the assets reach retirement age, or should a person who is eligible for a disability pension reach the final age, during the divorce or dissolution proceedings, the Pension Fund will reduce that part of the withdrawal benefits that is to be transferred under Art. 123 CC, and the pension. This reduction will correspond to the amount by which pension payments would have reduced up to the divorce decree or dissolution ruling becoming final and absolute if their calculation had been based on assets reduced by the amount of the withdrawal benefits which are to be transferred. The reduction will be divided 50:50 between the two spouses or partners.

19.5 Advance withdrawals and payouts as the result of divorce or dissolution will be debited to the BVG retirement assets in accordance with the ratio of BVG retirement assets to total pension assets (Art. 15 BVG). Amounts paid back in and repurchases of benefits will be credited to BVG retirement credits at the same ratio as advance withdrawals or payouts as a result of divorce or dissolution. Amounts that have been transferred for the account of the insured as part of a division of pension rights will be credited to BVG retirement assets at the same ratio as they were debited to the pension assets of the spouse or partner making the transfer.

19.6 Following divorce or the dissolution by a court of a registered partnership, if the financial settlement concerns a sum that has been pledged, the written consent of the pledgee is required before part of the vested benefits can be transferred to a pension scheme belonging to the entitled person.

Art. 20 Information and notification obligations

20.1 The insured or their surviving dependents must at all times provide the Pension Fund with accurate information on the circumstances that affect insurance cover and must submit all documents required to check claims to benefits.

20.2 Any changes, in particular in status (marriage, divorce, entry into and dissolution of a registered partnership, death), changes of address, change of gender, dissolution of a cohabiting partnership, change of address for beneficiaries of death benefits, change of degree of disability or the recovery of an insured's ability to work, change in creditable income as described in Art. 16.2, completion of education/training or a child for whom a pension is paid becoming able to work, entry into a new pension institution while benefiting from continued coverage having ceased to be covered by compulsory insurance after reaching the age of 58 (as per Art. 4.7), the end of compulsory AHV contributions or the end of voluntary AHV insurance while under continued coverage in accordance with Art. 4.7, must be reported to the pension fund within four weeks. Where an insured person receives a lifetime annuity pursuant to Art. 124a para. 2 CC, the notification obligations set out in Art. 19j para. 3 VBO apply.

20.3 At the request of the Pension Fund, persons eligible to receive a pension must submit an official certificate confirming that they are still alive.

20.4 Insureds or their surviving dependents are liable to the Pension Fund for the consequences of unreported, incorrect or late information.

20.5 From the point at which it learns that the IV office has ordered disability pension payments suspended as a precaution under Art. 52a Federal Act on General Aspects of Social Security Law (ATSG), the Pension Fund will also take the precaution of suspending disability pension payments.

F Organization and administration

Art. 21 Board of trustees

21.1 The board of trustees is the governing body of the Pension Fund. It is composed of an equal number of employer and employee representatives and consists of at least eight members.

– The company representatives, of whom at least one must be a member of the board of trustees of the Alfred Schindler Fund, are appointed by the founder.
– The employee representatives must be insureds and are elected by the group of insured persons. A reserve member is elected for each employee representative. The board of trustees draws up electoral regulations.

21.2 The board of trustees constitutes itself. The chair of the board must be a company representative. The employee representatives may countermand the default appointment of a company representative as chair and demand equal representation under Art. 51 para. 3 BVG. The term of office is three years and re-election is possible. If a member withdraws from the Pension Fund, they must also withdraw from the board of trustees. Employee representatives are replaced by their elected reserve member for the remainder of the term of office. In the case of company representatives, the founder will appoint a successor.

21.3 The trustees are invited to meetings by the chair. The board of trustees is quorate if at least half the company and employee representatives are present.

Resolutions of the board of trustees may also be passed by means of a circular letter if none of its members demands verbal consultations. In such cases, a vote cast by e-mail is also deemed to be a written vote. Resolutions passed by circular letter will be included in the minutes of the next meeting.

21.4 The board of trustees passes its resolutions by a simple majority of the votes cast. If votes are tied, the motion is deemed to have been rejected and it is put on the agenda for the next meeting. If no agreement has been reached after three meetings, a neutral arbitrator is appointed by mutual consent. If the trustees cannot agree on the selection of the arbitrator, the arbitrator will be appointed by the supervisory authority.

21.5 The members of the board of trustees and the administrative bodies are bound to secrecy in respect of any knowledge they may gain about the personal circumstances of the insureds and the business of the Pension Fund and the companies. This obligation of secrecy continues to apply after their term of office has ended.

Art. 22 Administration of the foundation

22.1 The board of trustees manages the business operations of the Pension Fund, represents its interests and, in particular, performs all of the non-transferable and inalienable tasks incumbent upon it.

22.2 The board of trustees may delegate certain tasks to commissions, administrative units and committees. The board of trustees issues the necessary guidelines and regulations in this regard.

22.3 The board of trustees appoints a managing director.

22.4 The board of trustees appoints the persons who are authorized legally to sign on behalf of the Pension Fund.

22.5 The board of trustees appoints the auditors, who must inspect the Pension Fund’s management and accounting practices and financial position once a year and prepare a written auditor’s report on these matters for the attention of the board of trustees.

22.6 The board of trustees appoints the occupational pensions expert, who must inspect the Pension Fund’s actuarial position once a year and prepare an actuarial balance sheet for the attention of the board of trustees.

G Final provisions

Art. 23 Applicable law

Any disputes are submitted to the competent court of general jurisdiction. The place of jurisdiction is the Swiss domicile or place of residence of the defendant or domicile of the company which employs the insured.

Art. 24 Omissions in the Rules

If any provisions regarding specific situations have been omitted from these Rules, the board of trustees will implement an amendment that conforms to the Pension Fund's purpose.

Art. 25 Deviations between the different language versions of the Rules

If these Rules have been issued in different languages and there are deviations, inconsistencies, etc. between the different versions, the German version of the Rules will prevail.

Art. 26 Transitional provisions as at January 1, 2023

26.1 No change will be made to pensions being paid out as at December 31, 2022.

In the event of the death of a retired or disabled pensioner, entitlement to survivors' benefits will be governed by the provisions of the Rules in force on the date of death.

If an insured who is entitled to a lifetime disability pension dies before reaching the final age, claims to survivors' benefits will be governed by Art. 13, with the survivor's pension amounting to 60% of the full current disability pension, and will end under Art. 13.3 with the remarriage of the entitled claimant or at the end of the month in which they die.

26.2 Disability pensions, waivers of premium and the continued accumulation of retirement assets to which claims were established prior to January 1, 2018, continue to be subject to the provisions of the Rules that were in effect when the claim began. The foregoing applies notwithstanding Art. 12.5 where there is a change in the degree of IV disability (increments in the disability pension) and Art. 16 (deduction of benefits paid by third parties; reduction of benefits).

In the case of disability pension entitlements that arose prior to January 1, 2022, the transitional BVG provisions of June 19, 2020, governing the further development of IV insurance apply to adjustments to pensions that are already being paid out. This applies to bother mandatory disability benefits under the BVG and extra-mandatory disability benefits and the qualifying amounts set out in Arts. 2.2, 4.2 and 4.3. Where a temporary disability pension is replaced by a retirement pension, or where a temporary pension to a spouse or registered partner is replaced by a survivor's pension after the hypothetical final age, the insured's claims are governed by the Rules in force when one type of benefit is replaced by the other.

The retirement credits used to determine the survivor's pension after the hypothetical final age are based on the regulatory provisions valid when the temporary survivor's pension was first paid.

26.3 Pensioners who were already entitled to receive a retirement pension as at January 1, 2023, are not entitled to claim a surviving life partner's pension as described in Art. 13.7.

Art. 27 Amendments to the Rules, entry into force

27.1 These Rules may be amended by the board of trustees at any time in compliance with statutory provisions.

27.2 These Rules enter into force on January 1, 2023 and replace the version of January 1, 2022.

Board of trustees of the Schindler Pension Fund

Ebikon, November 2022

H Index of keywords and legislation

Abbreviation	English	German
AHV/IV	Federal Old Age and Survivors' Insurance / Federal Disability Insurance	Eidgenössische Alters- und Hinterlassenenversicherung / Eidgenössische Invalidenversicherung
BVG	Federal Law on Occupational Old Age, Survivors' and Disability Pension Plans	Bundesgesetz über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge
FZG	Federal Law on Vesting in Occupational Old Age, Survivors' and Disability Pension Plans	Bundesgesetz über die Freizügigkeit in der beruflichen Alters-, Hinterlassenen- und Invalidenvorsorge
OR	Swiss Code of Obligations	Obligationenrecht
PartG	Federal Law on Registered Same-Sex Partnerships	Bundesgesetz über die eingetragene Partnerschaft gleichgeschlechtlicher Paare
UVG	Federal Law on Accident Insurance	Bundesgesetz über die Unfallversicherung
WEG	Federal Law on the Promotion of Home Ownership	Wohneigentumsförderungsgesetz
ZGB	Swiss Civil Code	Zivilgesetzbuch
BVV2	Secondary legislation implementing revised occupational pension provision legislation	

Annex A

Conversion rates in % pursuant to Arts. 11.1, 11.2 and 11.3

Year of birth	Age 60	Age 61	Age 62	Age 63	Age 64	Age 65	Age 66	Age 67	Age 68	Age 69	Age 70
1953											5.95%
1954										5.79%	5.94%
1955									5.63%	5.78%	5.93%
1956								5.47%	5.62%	5.77%	5.92%
1957							5.31%	5.46%	5.61%	5.76%	5.91%
1958						5.15%	5.30%	5.45%	5.60%	5.75%	5.90%
1959					4.99%	5.14%	5.29%	5.44%	5.59%	5.74%	5.89%
1960				4.83%	4.98%	5.13%	5.28%	5.43%	5.58%	5.73%	5.88%
1961			4.67%	4.82%	4.97%	5.12%	5.27%	5.42%	5.57%	5.72%	5.87%
1962		4.51%	4.66%	4.81%	4.96%	5.11%	5.26%	5.41%	5.56%	5.71%	5.86%
1963	4.35%	4.50%	4.65%	4.80%	4.95%	5.10%	5.25%	5.40%	5.55%	5.70%	5.85%
1964	4.34%	4.49%	4.64%	4.79%	4.94%	5.09%	5.24%	5.39%	5.54%	5.69%	5.84%
1965	4.33%	4.48%	4.63%	4.78%	4.93%	5.08%	5.23%	5.38%	5.53%	5.68%	5.83%
1966	4.32%	4.47%	4.62%	4.77%	4.92%	5.07%	5.22%	5.37%	5.52%	5.67%	5.82%
1967	4.31%	4.46%	4.61%	4.76%	4.91%	5.06%	5.21%	5.36%	5.51%	5.66%	5.81%
1968	4.30%	4.45%	4.60%	4.75%	4.90%	5.05%	5.20%	5.35%	5.50%	5.65%	5.80%
1969	4.29%	4.44%	4.59%	4.74%	4.89%	5.04%	5.19%	5.34%	5.49%	5.64%	5.79%
1970	4.28%	4.43%	4.58%	4.73%	4.88%	5.03%	5.18%	5.33%	5.48%	5.63%	5.78%
1971	4.27%	4.42%	4.57%	4.72%	4.87%	5.02%	5.17%	5.32%	5.47%	5.62%	5.77%
1972	4.26%	4.41%	4.56%	4.71%	4.86%	5.01%	5.16%	5.31%	5.46%	5.61%	5.76%
1973	4.25%	4.40%	4.55%	4.70%	4.85%	5.00%	5.15%	5.30%	5.45%	5.60%	5.75%
1974	4.24%	4.39%	4.54%	4.69%	4.84%	4.99%	5.14%	5.29%	5.44%	5.59%	5.74%
1975	4.23%	4.38%	4.53%	4.68%	4.83%	4.98%	5.13%	5.28%	5.43%	5.58%	5.73%
1976	4.22%	4.37%	4.52%	4.67%	4.82%	4.97%	5.12%	5.27%	5.42%	5.57%	5.72%
1977	4.21%	4.36%	4.51%	4.66%	4.81%	4.96%	5.11%	5.26%	5.41%	5.56%	5.71%
1978	4.20%	4.35%	4.50%	4.65%	4.80%	4.95%	5.10%	5.25%	5.40%	5.55%	5.70%
1979	4.19%	4.34%	4.49%	4.64%	4.79%	4.94%	5.09%	5.24%	5.39%	5.54%	5.69%
1980	4.18%	4.33%	4.48%	4.63%	4.78%	4.93%	5.08%	5.23%	5.38%	5.53%	5.68%
1981	4.17%	4.32%	4.47%	4.62%	4.77%	4.92%	5.07%	5.22%	5.37%	5.52%	5.67%
1982	4.16%	4.31%	4.46%	4.61%	4.76%	4.91%	5.06%	5.21%	5.36%	5.51%	5.66%
1983	4.15%	4.30%	4.45%	4.60%	4.75%	4.90%	5.05%	5.20%	5.35%	5.50%	5.65%
1984	4.14%	4.29%	4.44%	4.59%	4.74%	4.89%	5.04%	5.19%	5.34%	5.49%	5.64%
1985	4.13%	4.28%	4.43%	4.58%	4.73%	4.88%	5.03%	5.18%	5.33%	5.48%	5.63%
1986	4.12%	4.27%	4.42%	4.57%	4.72%	4.87%	5.02%	5.17%	5.32%	5.47%	5.62%
1987	4.11%	4.26%	4.41%	4.56%	4.71%	4.86%	5.01%	5.16%	5.31%	5.46%	5.61%
1988	4.10%	4.25%	4.40%	4.55%	4.70%	4.85%	5.00%	5.15%	5.30%	5.45%	5.60%
1989	4.09%	4.24%	4.39%	4.54%	4.69%	4.84%	4.99%	5.14%	5.29%	5.44%	5.59%
1990	4.08%	4.23%	4.38%	4.53%	4.68%	4.83%	4.98%	5.13%	5.28%	5.43%	5.58%
1991	4.07%	4.22%	4.37%	4.52%	4.67%	4.82%	4.97%	5.12%	5.27%	5.42%	5.57%
1992	4.06%	4.21%	4.36%	4.51%	4.66%	4.81%	4.96%	5.11%	5.26%	5.41%	5.56%
1993	4.05%	4.20%	4.35%	4.50%	4.65%	4.80%	4.95%	5.10%	5.25%	5.40%	5.55%
1994	4.04%	4.19%	4.34%	4.49%	4.64%	4.79%	4.94%	5.09%	5.24%	5.39%	5.54%
1995	4.03%	4.18%	4.33%	4.48%	4.63%	4.78%	4.93%	5.08%	5.23%	5.38%	5.53%
1996	4.02%	4.17%	4.32%	4.47%	4.62%	4.77%	4.92%	5.07%	5.22%	5.37%	5.52%
1997	4.01%	4.16%	4.31%	4.46%	4.61%	4.76%	4.91%	5.06%	5.21%	5.36%	5.51%
1998	4.00%	4.15%	4.30%	4.45%	4.60%	4.75%	4.90%	5.05%	5.20%	5.35%	5.50%
1999	3.99%	4.14%	4.29%	4.44%	4.59%	4.74%	4.89%	5.04%	5.19%	5.34%	5.49%
2000	3.98%	4.13%	4.28%	4.43%	4.58%	4.73%	4.88%	5.03%	5.18%	5.33%	5.48%
2001	3.97%	4.12%	4.27%	4.42%	4.57%	4.72%	4.87%	5.02%	5.17%	5.32%	5.47%
2002	3.96%	4.11%	4.26%	4.41%	4.56%	4.71%	4.86%	5.01%	5.16%	5.31%	5.46%
2003	3.95%	4.10%	4.25%	4.40%	4.55%	4.70%	4.85%	5.00%	5.15%	5.30%	5.45%

Annex B

Table for voluntary contributions pursuant to Art. 8.2

Age	Standard cont. plan	Minimum cont. plan	Maximum cont. plan
25	10.3%	9.3%	11.9%
26	20.7%	18.7%	23.9%
27	31.4%	28.3%	36.3%
28	42.2%	38.1%	48.8%
29	53.3%	48.1%	61.7%
30	64.7%	58.4%	74.8%
31	76.2%	68.8%	88.1%
32	88.0%	79.4%	101.7%
33	100.0%	90.2%	115.6%
34	112.2%	101.3%	129.8%
35	127.7%	115.6%	147.2%
36	143.5%	130.1%	165.0%
37	159.7%	145.0%	183.1%
38	176.1%	160.1%	201.7%
39	192.9%	175.6%	220.5%
40	210.0%	191.3%	239.8%
41	227.4%	207.4%	259.4%
42	245.2%	223.8%	279.5%
43	263.4%	240.5%	299.9%
44	281.9%	257.6%	320.8%
45	309.7%	283.9%	351.9%
46	338.0%	310.7%	383.7%
47	366.9%	338.1%	416.2%
48	396.4%	366.0%	449.2%
49	426.5%	394.5%	483.0%
50	457.2%	423.5%	517.4%
51	488.5%	453.1%	552.5%
52	520.4%	483.3%	588.3%
53	553.0%	514.2%	624.8%
54	586.2%	545.6%	662.0%
55	626.0%	583.7%	707.0%
56	666.7%	622.5%	752.9%
57	708.2%	662.1%	799.7%
58	750.5%	702.5%	847.5%
59	793.7%	743.7%	896.2%
60	837.7%	785.7%	945.8%
61	882.6%	828.6%	996.5%
62	928.4%	872.3%	1048.2%
63	975.1%	916.9%	1100.9%
64	1022.8%	962.4%	1154.7%
65	1071.4%	1008.8%	1209.5%

Figures in the voluntary contributions table are given as a percentage of the insured salary and relate to the end of the calendar year. The relevant age is derived from the difference between the calendar year and the year of birth.

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