



**Ergänzungskasse Alcan Schweiz
Regulations
2008**

Valid from January 1, 2010

OVERVIEW OF THE BENEFITS AND FINANCING ARRANGEMENTS

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TERMS AND ABBREVIATIONS USED IN THE REGULATIONS

Foundation	Ergänzungskasse Alcan Schweiz, Zurich
Ergänzungskasse	The “Ergänzungskasse Alcan Schweiz” (supplementary scheme) operated by the foundation in accordance with these regulations
Pensionskasse	Pensionskasse Alcan Schweiz, Zurich (basic scheme)
Company	For Alcan Holdings Switzerland AG and those companies which are closely connected to it commercially or financially and have joined the Ergänzungskasse
Employees	Employees who are in an employment relationship with the Company
Insured individuals	Employees who have been admitted into the Ergänzungskasse
Retirement age	The age on the first day of the month after the 65 th birthday
Registered partnership	within the meaning of the law governing partnership, known as the “PartG”
AHV	The Swiss insurance scheme for retirement and dependent provision
IV	The Swiss insurance scheme for disability provision
BVG	The Swiss law governing occupational provision for old age, dependents and disability
FZG	The Swiss law governing free movement in occupational provision

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I. General provisions

Art. 1 The foundation

- 1 The name “Ergänzungskasse Alcan Schweiz” is used to denote a foundation within the meaning of Art. 80 ff. of the Swiss Civil Code and Art. 331 of the Swiss Law of Obligations. This foundation is based in Zurich.
- 2 The purpose of this foundation is to make provision for the employees of the company in retirement and in the event of disability, as well as to make provision for dependents of the employee after that employee’s death – as a supplement to the basic insurance provisions provided by the Pensionskasse.
- 3 The foundation operates an Ergänzungskasse on its own account and at its own risk in accordance with the requirements of these regulations. It can reinsure individual risks with one of the insurance companies properly covered by the supervisory authorities for insurance.

Art. 2 Admission into the scheme

- 1 Employees will be admitted into the Ergänzungskasse if
 - a) They have reached their 17th birthday, and
 - b) their annual salary (Art. 4 Para. 2) is greater than the minimum salary set out in the Appendix.

Subject to the reservations listed in Para. 2. Admission takes place when the employment relationship begins, but not until 1st January after the individual’s 17th birthday at the earliest.

- 2 The following will not be admitted into the Ergänzungskasse:
 - a) Employees who have already reached the age of retirement.
 - b) Employees who are already covered by obligatory insurance for a primary employment from another source, or who are self employed in their primary employment.
 - c) Employees who are at least 70% disabled according to the IV.
 - d) Employees whose contract of employment is concluded for a maximum of three months. If the contract is extended to a total duration of more than three months at a later date, the duty of insurance will begin from the time at which the extension was agreed.
 - e) Employees who are not permanently employed in Switzerland, or who do not expect to be permanently employed in Switzerland, and who are sufficiently covered by insurance in a different country, if they apply for release from their admission into the Ergänzungskasse.

Art. 3 Medical examination

- 1 At the request of the administrators of the scheme, all employees must complete a questionnaire about their medical status before they can be admitted into the Ergänzungskasse. The administrators will decide on a case-by-case basis whether employees should be examined by a doctor nominated by the Ergänzungskasse, and provide a certificate of health to the Ergänzungskasse, at the Ergänzungskasse's cost.
- 2 If the medical status is found to be unsatisfactory, the Ergänzungskasse is entitled to apply reservations to disability and death benefits, and to restrict the insured benefits. If an insured event should occur during the period of reservation, the restrictions applicable to the benefits will be lifelong.
- 3 The benefit provisions acquired in conjunction with the withdrawal benefits contributed to the scheme may not be reduced by a new health reservation. The period of any reservation completed while with the previous benefits organisation will be included in the calculation for the new reservation period.
- 4 The maximum duration of any declared reservation is five years.
- 5 If an insured event should occur before the medical examination takes place, and the cause of the insured event existed before admission into the Ergänzungskasse, only those benefits purchased by the withdrawal benefit carried forward into the scheme will be provided.
- 6 If any person is not fully able to work before or at the time of their admission into the Ergänzungskasse, but not so incapacitated as to be disabled within the terms of these regulations, and if the cause of this inability to work leads to disability or death, that person is not entitled to benefits according to these regulations.
- 7 If an employee who has been admitted into the Ergänzungskasse transfers to a group company that is not affiliated to the Ergänzungskasse, that person may continue to be subject to these regulations.

Art. 4 Insured salary

- 1 The insured salary corresponds to the defining annual salary in accordance with Para. 2, minus the co-ordination amount in accordance with Para.3.
- 2 The defining annual salary corresponds to the fixed annual salary defined by the company in agreement with the foundation.
- 3 The co-ordination amount corresponds to the amount according to the enclosure.
- 4 The Board of Trustees can, by agreement with the company, determine a maximum for the defining annual salary used to establish the insured salary, in general or for individual groups of employees. If so, the statutory provisions (Art. 79c BVG and 60c BVV2) must be taken into account (see enclosure).
- 5 In the case of insured individuals who work part-time or who are partially disabled, the maximum co-ordination amount and the maximum defining annual salary will be adjusted in accordance with the employment grade/the entitlement to disability pension.
- 6 The insured salary will be determined for the first time at the time of admission. Any changes to the defining annual salary will be taken into account from the time they become valid.

- 7 If the defining annual salary of an insured individual is reduced, the individual's insured salary may therefore also be reduced. However, this will not actually take place if the insured individual and the company are willing to continue to pay their contributions at the same level as before. However, if this willingness is absent or ceases, the insured salary will be adjusted to the reduced level of defining annual salary in accordance with the above provisions.
- 8 If the defining annual salary is temporarily reduced as a result of illness, injury, unemployment, maternity leave or other similar reasons, the previously insured salary will, in principle, continue to be valid for as long as the company is obliged to continue payment of salary. However, the insured individual can request a reduction in the insured salary.

Art. 5 Retirement credits and retirement balances

- 1 An individual retirement account will be administered for each insured individual. The retirement balance will be apparent from this account. The retirement balance comprises
 - a) the retirement credits, including interest,
 - b) the entry payments contributed to the account, including interest,
 - c) the voluntary lump-sum purchases, including interest,
 - d) all other deposits, including interest,
 - e) minus any withdrawal for home ownership, or occurring as a result of divorce or the legal dissolution of a registered partnership, including interest.
- 2 A retirement credit in accordance with the Appendix will be credited at the end of each calendar year to the retirement account of an insured individual who is at least 25 years old.
- 3 The following provisions will apply to the administration of the retirement account:
 - a) The rate of interest will be determined by the Board of Trustees (see Appendix). This determination will be made on the basis of the net yield on the assets, after subtraction of the costs, and taking account of any assignment to accrued liabilities and reserves.
 - b) The interest will be calculated on the status of the retirement account at the end of the previous year, and credited to the retirement account at the end of each calendar year. The retirement credits for the relevant calendar year will be added to the retirement balance without any interest.
 - c) If an entry payment or lump-sum purchase is made, such payments will be subject to the accumulation of interest in the relevant calendar year, from the date on which the payment is received.

- d) If an insured event should occur, or if an insured individual withdraws from the Ergänzungskasse during a calendar year, the interest for that current calendar year will be credited in accordance with the status of the retirement account at the beginning of the year and the time that has passed since the beginning of the year. The retirement credit corresponding to the duration of the insurance period in the relevant calendar year will also be added.
- 4 In the event of complete disability, the retirement credit will continue to be administered with interest and retirement credits. This continuation will begin at the time the entitlement to a disability pension from the Ergänzungskasse starts. It will continue for as long as the entitlement to a disability pension from the Ergänzungskasse exists, but until the age of retirement is reached at the latest. The retirement credits are assessed on the basis of the insured salary at the beginning of the incapacity to work and the current regulations on retirement credits, and expressed as a percentage of the insured salary applicable at that particular time.
 - 5 In the event of partial disability, the retirement balance available at the time the entitlement to a disability pension from the Ergänzungskasse starts and the insured salary at the beginning of the incapacity to work will be divided in accordance with the entitlement to a disability pension. The proportion of the retirement balance corresponding to the level of partial disability will continue to be administered in accordance with Para. 4, as for a fully disabled insured individual, while the proportion of the retirement balance corresponding to the active portion will continue to be administered as for an insured individual who is fully fit for work.

II. Financing arrangements

Art. 6 Contributions

- 1 The contributions for savings and risk to be paid by the company and by the insured individual are set out in the Appendix.
- 2 The insured individual's contributions will be deducted by the company from the salary in 12 monthly instalments, and transferred monthly to the Ergänzungskasse.

The company's contributions will be transferred with the insured individual's contributions to the Ergänzungskasse, or charged to the reserve fund for employer's contributions where applicable.
- 3 The duty to contribute starts at the time of admission into the Ergänzungskasse, at the beginning of the month only in each case, and on the 1st January after employees reach their 17th birthday at the earliest. The duty to contribute ends (subject to the proviso contained in Para. 4), when the insured individual:
 - a) reaches the age of retirement,
 - b) terminates the employment relationship,
 - c) falls below the minimum salary threshold, as specified in the enclosure.
- 4 In the event of injury, illness, maternity leave or military service, the duty to contribute remains for as long as the salary or a salary replacement provision is paid. The contributions will either be deducted from the continued salary payment or from a salary replacement provision.
- 5 Dispensation from contributions in the event of disability begins with the beginning of the entitlement to a disability pension from the Ergänzungskasse. It remains in force for as long as there is an entitlement to a disability pension from the Ergänzungskasse, but until the age of retirement is reached at the latest. The insured salary applicable at the beginning of the period of inability to work and entitlement to disability pension in the Ergänzungskasse (ref. Art. 5 Para. 4 and 5) is definitive.
- 6 If permitted by the financial situation of the Ergänzungskasse, the Board of Trustees can decide upon a time-limited reduction in contributions for the insured individuals and the company.

Art. 7 Entry payment, lump sum purchase

- 1 The withdrawal benefit from previous benefits arrangements must be transferred into the Pensionskasse in the form of an entry payment. Any amount still remaining after the maximum purchase into the Pensionskasse has been made will be transferred into the Ergänzungskasse. The entry payment will be credited to the insured individual in the form of a retirement balance.
- 2 The entry payment is due at the time of admission into the Ergänzungskasse.
- 3 The insured individual must allow the Ergänzungskasse to see the settlements relating to withdrawal benefit obtained from previous benefits arrangements.

- 4 The insured individual must notify the Ergänzungskasse of previous membership of any vested benefits organisation, as well as the form of the benefits protection involved. The vested benefits organisation must transfer the benefits capital to the Pensionskasse and Ergänzungskasse when the insured individual is admitted into the Pensionskasse and Ergänzungskasse.
- 5 If the insured individual is fully able to work, he/she can make additional lump sum purchases. The maximum lump sum purchase possible will be determined in accordance with the Appendix. The maximum value of a lump sum purchase is reduced by those Pillar 3a credits that exceed the threshold defined in Art. 60a Para. 2 BVV2, and by any vested benefits credits not submitted into the Ergänzungskasse by the insured individual. The lump sum purchases will be credited to the insured individual as retirement balances.
- 6 If any advance withdrawals have been made for home purchase purposes, voluntary lump sum purchases may only be made after these advance withdrawals have been repaid, with the exception of further purchases following divorce or legal separation of a registered partnership (Art. 25 Para. 1). Lump sum purchases may be made once the age threshold for repayment in accordance with Art. 24 Para. 7 have been passed. The maximum lump sum purchase then possible will be reduced by the advance withdrawals.
- 7 In the case of people who have joined from other countries, and who have never previously been members of any benefits arrangement in Switzerland, the annual lump sum purchase may not exceed 20% of the insured salary in the first 5 years after entry into a Swiss benefits organisation. Once the 5 years have passed, lump sum purchases may be made in the same way as described in the provisions above.

III. Insurance benefits

Art. 8 Insurance benefits, information provided to the insured individual

- 1 The Ergänzungskasse provides the following benefits for the insured individual and/or their dependents:
 - a) Retirement pension, retirement capital (Art. 9)
 - b) Disability pension, supplemented by pensions for children (Art. 10)
 - c) Pension or settlement for spouse / pension for partner (Art. 11)
 - d) Pensions for orphans (Art. 12)
 - e) Death in service capital (Art. 13)
- 2 Every year, each insured individual will receive an insurance certificate, showing the retirement balance, the insured salary, the contributions, the insured benefits and the withdrawal benefit. The Ergänzungskasse will advise the insured individual in a suitable manner on an annual basis about its organisation and financing, and about the members of the Board of Trustees.
- 3 The above insurance benefits will be granted with the express reservations contained in Art. 16 Para. 6, Art. 20, Art. 21 and Art. 22. The payment provisions detailed in Art. 15 will also apply.

Art. 9 Retirement pension, retirement capital

- 1 The entitlement to retirement benefits arises when the employment relationship is terminated after the 60th birthday has been reached, and the insured individual does not have any entitlement to the disability benefits of the Ergänzungskasse, subject to the provisions contained in Art. 16 Para. 2. Entitlement to retirement benefits arises when the age of retirement is attained, at the latest, subject to Paragraph 5.
- 2 The retirement pension will be determined on the basis of the retirement balance available at the time of retirement, and the conversion rate specified in the Appendix. The retirement balance reduced by any withdrawal of capital will be definitive in this case. The Board of Trustees can adjust the conversion rate to the applicable actuarial conditions in accordance with the Appendix.
- 3 The insured individual can claim the retirement balance available at the time of retirement in full or in part as retirement capital. If any lump sum purchases are made within the last three years before retirement, the resulting benefits may not be taken in the form of capital. The extent of any claim for capital must be notified to the administration in writing, and co-signed and certified by the spouse/registered partner, by six months before retirement at the latest, otherwise the insured individual will forfeit this right.
- 4 If insured individuals reduce their employment relationship after reaching their 60th birthday, in agreement with the company, they are entitled to claim a partial pension. The provisions outlined here will apply in a similar manner to the partial retirement pension/partial retirement capital. The portions of the retirement balance corresponding to the level of retirement are definitive in determining the partial retirement pension/partial retirement capital.
The portions of the retirement balance corresponding to the reduced employment rela-

tionship will continue to be administered as for an insured individual who is in full employment in accordance with Art. 5. The insured salary will be determined according to Art. 4 in relation to the annual salary that is achieved from that time forward. The contributions and the duty to contribute are based upon the insured salary thus determined, in accordance with Art 6.

- 5 If insured individuals remain in an employment relationship with the company beyond their age of retirement, in agreement with the company, they can either claim the due retirement pension in accordance with Para. 1, or they can use it to increase the retirement benefit due upon later retirement according to Para. 1.

Art. 10 Disability pension, pensions for children

- 1 Disability exists when it can be proven objectively by medical evidence that insured individuals can no longer pursue their profession or an alternative form of paid employment suitable to their position in life, their knowledge and their skills, or are disabled within the meaning of the IV, in full or in part, as a result of illness (including mental or physical breakdown) or injury.
- 2 The decision of the IV is definitive in the recognition of disability and the establishment of the level of disability.

If special circumstances apply, the Ergänzungskasse can arrange for medical status and capacity for work to be evaluated by a doctor nominated by the Ergänzungskasse. In such cases, the loss of income caused by the disability, measured against the previous salary, will be definitive for the determination of the level of disability. Nevertheless, the level of disability determined by the Ergänzungskasse must correspond to that established by the IV, at the least.

- 3 Insured individuals are entitled to a disability pension if they
 - a) are disabled to a level of at least 40%, and were insured by the Ergänzungskasse at the time of onset of the incapacity for work, the cause of which led to the disability; or
 - b) were incapacitated for work to a level of at least 20% but less than 40% at the time they began their employment, as the result of a birth defect, and that they were insured at the time the incapacity for work, the cause of which led to the disability, increased to a level of at least 40%; or
 - c) became disabled before they reached the age of majority, and were therefore incapacitated for work to a level of at least 20% but less than 40%, and that they were insured at the time the incapacity for work, the cause of which led to the disability, increased to a level of at least 40%.
- 4 Insured individuals are entitled to
 - a) full disability benefit if they have a disability level of at least 70%;
 - b) three quarter benefit if they have a disability level of at least 60%;
 - c) half benefit if they have a disability level of at least 50%;
 - d) quarter benefit if they have a disability level of at least 40%.
- 5 The full disability pension corresponds to 63 % of the insured salary at the beginning of the time of incapacity for work.

- 6 The disability pension will be paid up to the time of death, or until the disability no longer applies. At the normal age of retirement, the disability pension will be recalculated, and will be assessed in accordance with the provisions of Art. 9, based on the continued retirement balance available and the conversion rate applicable when the age of retirement is reached.
- 7 The entitlement to a disability pension will be deferred for as long as the company continues to pay the salary, or a salary replacement benefit is paid that amounts to 80 % of the lost salary is paid, and is co-financed by the company to a level of at least 50%.
- 8 The recipient of a disability pension is entitled to a child's pension of 12% of the current disability pension for each child that would be entitled to an orphans' pension (Art. 12), upon his/her death.
- 9 If insured individuals who are entitled to a partial disability pension from the Ergänzungskasse leave the Ergänzungskasse, they will continue to receive the partial disability pension, including any associated child pensions. In addition, a withdrawal benefit in accordance with Art. 18 will also be paid for the active portion. The dependents' benefits still insured will be assessed in accordance with the partial disability pension.

Art. 11 Pension or settlement for the spouse / pension for partner

- 1 If an insured individual or recipient of a retirement pension or disability pension who is married dies, the surviving spouse is entitled to a spouse's pension, as long as that spouse
 - a) is responsible for the support of one or more children, or
 - b) has passed his/her 45th birthday and the marriage has lasted for at least five years at the time of the death.If the surviving spouse does not fulfil either of these two conditions, he/she is entitled to a one-off settlement to the amount of three times the annual total of the spouse's pension. The duration of any partnership (see Para. 5) will be included in the length of the marriage.
- 2 For insured individuals who are active, the spouse's pension amounts to 60% of the insured disability pension according to Art. 10 at the time the death occurs, or (for those who are retired) 60% of the current disability pension or retirement pension.
- 3 If the spouse is more than 10 years younger than the deceased insured individual, retirement pensioner or disability pensioner, the spouse's pension will be reduced by 3% of its full amount for each additional full year. The insured individual can compensate for the reduction in the spouse's pension by paying a one-off sum determined by actuarial calculation. Art. 3 Para. 2 applies accordingly.
- 4 If a marriage is dissolved after the pension begins, the spouse will not be entitled to a pension or a one-off settlement in accordance with Paragraph 1 upon the death of the insured individual.
- 5 The partner of the same or different gender nominated by the insured individual or recipient of a retirement pension or disability pension is entitled to a pension for dependents to the amount of the spouse's pension, under the same conditions as the spouse's pension, as long as

- a) the partner has been in uninterrupted cohabitation with the deceased insured individual in the last five years up to that individual's death, or is responsible for the support of one or more joint children, and
 - b) the partner does not receive a widow or widower's pension (Art. 20a BVG), and
 - c) the foundation has been notified of the partnership during the lifetime of the insured individual.
- 6 The entitlement to a spouse's pension/partner's pension begins in the month following the death, but after the end of payment of the full salary at the earliest. It expires when the spouse/partner marries. At the time of remarriage, the surviving spouse is entitled to a one-off settlement to the level of three times the annual amount of the spouse's pension.
- 7 Surviving registered partners have the same legal status as surviving spouses. If a registered partnership is legally dissolved, the surviving ex-partners have the same legal status as surviving divorced spouses.

Art. 12 Pensions for orphans

- 1 If an insured individual or recipient of retirement or disability pension dies, each of his/her children is entitled to an orphan's pension. This will be paid until the child's 18th birthday. The entitlement to pension continues until the 25th birthday at the latest for children who are still in education, or who are partially or fully unfit for employment as a result of physical or mental disability.
- 2 Foster children are only entitled to an orphan's pension if the insured individual was substantially responsible for their maintenance.
- 3 The orphan's pension amounts to 12% of the retirement pension insured at the time of death in accordance with Art. 10, or of the current disability or retirement pension, for a child who has lost one parent. For each child who has lost both parents, the orphan's pension amounts to 24% of the retirement pension insured at the time of death in accordance with Art. 10, or of the current disability or retirement pension.
- 4 The entitlement to an orphan's pension begins at the month following the death, but after the end of payment of the full salary at the earliest.

Art. 13 Lump sum upon death in service

- 1 If an insured individual dies in service, a lump sum will be paid to those entitled to claim.
- 2 The lump sum upon death in service corresponds to the retirement balance at the time of death, minus the cash value of any benefits for dependents (including any settlement) calculated in accordance with the principles of the Ergänzungskasse.
- 3 Independently of the law of inheritance, those entitled to claim are (in the following order):
 - a) the spouse and those children of the deceased who are entitled to claim an orphan's pension from the Ergänzungskasse

- b) in the absence of beneficiaries according to lit. a), those individuals who have been supported to a substantial degree by the deceased or the individual who has been cohabiting continuously with the deceased for the five years leading up to his/her death, or who is responsible for the maintenance of one or more joint children, assuming that they do not receive a widow or widower's pension (Art. 20a, Para. 2 BVG),
- c) in the absence of beneficiaries in accordance with lit. a) and b), the other children, the parents or the siblings of the deceased,

individuals in accordance with lit. b) are only entitled to claim if they have been registered in writing with the Ergänzungskasse. This notification must be received by Ergänzungskasse during the lifetime of the insured individual.

- 4 The insured individual can change the beneficiary groups described in Paragraph 3 at any time, by means of a written notification to the Ergänzungskasse, to the following extent:
 - a) If individuals according to Para. 3 lit. b exist, the insured individual can pool the beneficiaries according to Para. 3 lit. a and b together.
 - b) If no individuals according to Para. 3 lit. b exist, the insured individual can pool the beneficiaries according to Para. lit. a and c together.

The notification must have been received by the Ergänzungskasse during the lifetime of the insured individual.

- 5 The insured individual can specify the entitlements of the beneficiaries within a group of beneficiaries (Paras. 3 and 4) at will by written notification to the Ergänzungskasse. If no such notification has been received from the insured individual, all the beneficiaries within a beneficiary group will be entitled to share the lump sum upon death in service in equal portions. The relevant notification must have been received by the Ergänzungskasse during the lifetime of the insured individual.
- 6 In the absence of any individuals in accordance with Paragraph 3, the lump sum upon death in service will pass to the Ergänzungskasse.

Art. 14 Using free funds, adapting pensions in view of price changes

- 1 The Board of Trustees will decide upon the use of the free funds of the Ergänzungskasse within the parameters of the available financial resources. The free funds must be determined in accordance with professional principles and evaluated by experts in occupational provision.
- 2 The pensions will be adapted in view of price changes in accordance with the financial resources of the Ergänzungskasse, whereby the Board of Trustees will decide upon the possible options on an annual basis. The Ergänzungskasse will set out the resolutions reached by the Board of Trustees in its annual accounts or its annual report.

Art. 15 Payment provisions

- 1 The pensions will be calculated in the form of annual pensions. They will be paid to those entitled to claim in 12 instalments, each rounded to whole Swiss Francs, at the end of each month. Payments will be made by post or bank transfer to a payment location within Switzerland nominated by the entitled person. If payment is made to a location outside Switzerland, the additional costs for transfer will be charged to the insured individual. The full monthly payment will continue to be paid out for the month in which the entitlement to pension expires.
- 2 The Ergänzungskasse will provide a one-off capital settlement instead of the pension if the retirement or disability pension is less than 10%, or the spouse's pension is less than 6%, or the orphan's pension is less than 2% of the minimum AHV retirement pension (see enclosure) at the time the pension starts. The capital settlement will be calculated on an actuarial basis in accordance with the technical principles of the Ergänzungskasse. Any other claims against the Ergänzungskasse from the insured individual or his/her dependents will expire upon payment of this capital settlement.

IV. Termination of the benefits relationship

Art. 16 Due date, insurance cover at a later date, repayment

- 1 The benefits relationship ends when the employment relationship is terminated, unless there is an entitlement to benefits for retirement, dependents or disability, subject to continued cover in accordance with Paragraph 5.
- 2 If the employment relationship is terminated after the 60th birthday and if the insured individual takes up self-employment or other employment, or is registered as unemployed, an application may be made for termination of the benefits relationship.
- 3 If the benefits relationship ends, the insured individual will leave the Ergänzungskasse and will be entitled to a withdrawal benefit in accordance with the following provisions.
- 4 The withdrawal benefit is due at the time of withdrawal from the Ergänzungskasse. From that time, interest must be applied in accordance with the BVG (see enclosure). If the Ergänzungskasse does not transfer the withdrawal benefit within 30 days after it has received the necessary details, interest must be applied from that time at the interest rate for arrears established by the Swiss government (see enclosure).
- 5 The insured individual will still be insured against the risk of disability and death for one month after the benefits relationship is terminated, but only until entry into a new benefits arrangement at the latest.
- 6 If the Ergänzungskasse is obliged to provide benefits for dependents or disability after it has transferred the withdrawal benefit, the withdrawal benefit will have to be repaid to it to the extent that is necessary to pay the benefits for dependents or disability. The benefits for dependents or disability will be reduced until repayment has been made.

Art. 17 Level of withdrawal benefit

- 1 The withdrawal benefit corresponds to the available retirement balance (Art. 15 FZG), but to at least the minimum amount according to Art. 17 FZG.
- 2 If the company has accepted lump sum purchases in accordance with Art. 7 in full or in part, the corresponding amount will be deducted from the withdrawal benefit. The deduction is reduced by a tenth of the amount accepted by the company for every full contribution year achieved. The unused portion will be credited to the company's reserve for employer's contribution.

Art. 18 Use of the withdrawal benefit

- 1 If the insured individual joins a new benefits organisation, the Ergänzungskasse will transfer the withdrawal benefit to the new benefits organisation.
- 2 Insured individuals who do not join a new benefits organisation must notify the Ergänzungskasse whether the withdrawal benefit should be transferred into a personal movable credit (vested benefits) account or a vested benefits policy.

In the absence of this notification, at a time between 6 months and 2 years after the case of vested interest occurs, the withdrawal benefit, including interest, will be transferred into the suppletive institution.

- 3 Insured individuals can request cash payment of the withdrawal benefit if
 - a) they leave Switzerland or the Principality of Liechtenstein permanently, or
 - b) they become self-employed and are no longer subject to the obligatory occupational benefits system, or
 - c) the withdrawal benefit is less than their annual contribution.

Cash payments are only permissible to insured individuals who are married, or insured individuals who are in a registered partnership if the spouse/registered partner agrees in writing. If any lump sum purchases have been made with the last three years before withdrawal, the resulting benefits will not be paid out in cash, but will be transferred to a personal movable credit account or a vested benefits policy.

Art. 19 Leave of absence

- 1 If an insured individual is granted leave of absence, his/her insurance cover will continue to be in force and unaltered, as long as the contributions continue to be paid by the employee and by the company during the period of leave.
- 2 If the risk contributions alone are still to be paid during the leave of absence, they must be provided as a one-off payment to cover the whole leave, paid at the beginning of the leave.
- 3 If contributions cease on the other hand, insurance cover will still exist during the first month of the period of leave. If the insured event occurs after the end of this month but before work is re-started, there is an entitlement to withdrawal benefit, calculated to the time at which the leave began and increased by the interest for the time expired since then.
- 4 If contribution payments are re-started after the end of the period of leave, retirement credits and interest will start to be added to the retirement balance again from this time.
- 5 Upon application by the insured individual, the insurance arrangement will be continued after the employment relationship is terminated, on the basis of a special agreement with the Ergänzungskasse, as long as all the following conditions are fulfilled:
 - a) The insured individual is not subject to obligatory insurance according to the BVG.
 - b) The insured individual has already reached his/her 55th birthday.
 - c) The insured individual was insured by the Ergänzungskasse for at least five years.

V. Special provisions

Art. 20 Allowance for third party benefits, reduction in benefits, advance payment obligations

- 1 If the benefits provided by the *Ergänzungskasse* together with other allowable incomes for the insured individual and his/her children/dependents upon the disability or death of the insured individual or disability pensioner (excluding any child allowances due) produce more than 90% of the presumed lost definitive annual salary in accordance with Art. 4 Para. 2 and 4, the pensions to be provided by the *Ergänzungskasse* must be reduced such that the specified limits are no longer exceeded. The provisions are also applied in an analogous manner to the *Ergänzungskasse*'s capital benefits.

The incomes of the surviving spouses/registered partners/partners and orphans will also be taken into account.

The retirement benefits will be reduced in the same way when retirement benefits are taking over from a disability pension if benefits are being provided by the accident or military insurance schemes.

- 2 Allowable incomes include benefits of the same type and purpose paid to the person entitled to claim on the basis of the detrimental event, such as:
- a) AHV/IV benefits (and/or social insurance schemes in Switzerland and other countries), with the exception of compensation for helplessness;
 - b) benefits from military insurance schemes and obligatory accident insurance;
 - c) benefits from other insurance schemes where at least half the premiums have been paid by the company;
 - d) benefits from benefits organisations and personal movable arrangements.

In addition, the calculation for those claiming disability benefits will also include any earned or replacement income that is still being achieved or that can reasonably be expected to be achieved. It is a fundamental principle that the determination of the income that can still reasonably be expected to be achieved is based on the disability income according to the IV decision.

One-off lump-sum benefits will be converted on an actuarial basis into pensions in accordance with the technical principles of the *Ergänzungskasse*. Reparations and other similar settlements are an exception, and will not be included in the calculation.

- 3 The reduction in pensions will be examined on a regular basis by the *Ergänzungskasse*.
- 4 In cases of hardship or progressive inflation, the Board of Trustees can moderate or completely revoke a pension reduction.
- 5 The *Ergänzungskasse* can reduce its benefits to the appropriate extent if the AHV/IV reduces, withdraws or refuses a benefit because the person entitled to claim caused the death or disability by serious neglect, or has opposed an IV rehabilitation measure. The *Ergänzungskasse* does not have a duty to compensate for any refusal or reduction to benefits from accident or military insurance schemes.

- 6 The Ergänzungskasse can demand that applicants for a dependents' or disability benefit assign their claims to damages against a liable third party to the Ergänzungskasse, up to the level of their liability.

Art. 21 Safeguarding the benefits of the Ergänzungskasse

- 1 As far as is permitted within the law, the benefits of the Ergänzungskasse are free of the duty of compulsory execution. The entitlement to Ergänzungskasse benefits can neither be assigned nor ceded before they become due, subject to Art. 24. Any agreements to the contrary are invalid.
- 2 Any Ergänzungskasse benefits that have been claimed illegitimately will be offset against future claims or must be repaid.

Art. 22 Offsetting by claims

Any claims against an insured individual or pensioner assigned by the company to the foundation may not be offset against Ergänzungskasse benefits, except for contributions owed by the insured individual.

Art. 23 Duty of information and notification

- 1 Insured individuals must provide the Ergänzungskasse with truthful information, without being specifically asked to do so, about any circumstances relevant to their insurance, particularly about their health status when they are admitted into the Ergänzungskasse and about any changes to their marital status and family circumstances.
- 2 Individuals who are entitled to a pension must provide a certificate of existence and a certificate of marital status when requested by the Ergänzungskasse. Disabled persons must provide notification of their income from pensions and employment from other sources, as well as any changes in their level of disability. Insured individuals undertake to allow the Ergänzungskasse access to the decisions of the IV.
- 3 Insured individuals and those entitled to claim have a duty to provide the Ergänzungskasse with the necessary information and documents as requested, as well as the documents relating to benefits, curtailments or refusals from the alternative insurance providers or third parties mentioned in Art. 20.
- 4 Insured individuals with several insurance arrangements, where the sum of their AHV-liable salaries and incomes exceeds the threshold according to Art. 79c BVG, must inform the Ergänzungskasse of their overall benefits arrangements and the salaries and income insured therein.
- 5 The foundation rejects any liability for any adverse consequences for insured individuals or their dependents arising from the violation of the above obligations. If the Ergänzungskasse suffers any damage from any such violation of duty, the Board of Trustees can hold the person at fault responsible for this damage.

Art. 24 Advance payment, pledging, duty of information

- 1 Insured individuals can claim an amount (at least CHF 20,000) for ownership of a home for their own use (acquisition and preparation for home ownership, participation in home ownership or repayment of mortgage loan) up to six months before the entitlement to retirement benefits arises. "Own use" is regarded as the use by insured individuals at their place of residence or their normal location. They can also pledge this amount or their entitlement to benefit provisions for the same purpose.
- 2 Insured individuals may claim or pledge a sum up to the level of their withdrawal benefit until they are aged 49. Insured individuals aged 50 or over may claim a maximum of the withdrawal benefit they could claim when they were aged 49, or half the withdrawal benefit at the time the claim is made. If any lump-sum purchases have been made within the past three years, the benefits resulting from these may not be paid in advance
- 3 Insured individuals can obtain information about the amount available to them for home ownership, and the reduction in benefits that would be associated with such a payment, upon written request. The Ergänzungskasse will draw the attention of the insured individuals to the taxation liability.
- 4 If insured individuals take advantage of the advance payment or pledging option, they must present the contract documentation relating to the acquisition or preparation of home ownership or paying back of mortgage loans, the regulations and/or rental or loan contract in the case of share certificates with the relevant housing provider and the relevant documents in the case of similar investments. In the case of insured individuals who are married or insured individuals in a registered partnership, the written agreement of the spouse/registered partner must also be provided.
- 5 The Ergänzungskasse will pay out the advance payment within 6 months after the insured individual has validated the application, at the latest. The Ergänzungskasse can limit or completely refuse an advance payment for repayment of a mortgage loan in terms of time or amount, for as long as cover is insufficient. The Ergänzungskasse must inform the insured individual about the duration of the measures undertaken.
- 6 If the liquidity of the Ergänzungskasse is challenged as a result of advance payments, the Ergänzungskasse can postpone execution of the requests. The Board of Trustees will set an order of priority for execution of the requests.
- 7 In the case of advance payments, the retirement balance will be reduced by the amount of the advance payment. The insured retirement and dependents' benefits will be reduced in accordance with the advance payment. Any (partial) repayment of the advance payment amount is permissible up to six months before the entitlement to retirement benefits arises. The repaid amount will be treated in a similar manner to a lump-sum purchase in accordance with Art. 7.
- 8 The Ergänzungskasse can claim reimbursement of the administration costs involved in handling the application for advance payment/pledging from the insured individual. The insured individual must bear the costs for the land registry entry him/herself.

Art. 25 Divorce

- 1 If the marriage of an insured individual is dissolved and the Ergänzungskasse has to transfer part of the withdrawal benefit earned during the marriage to the benefits or-

ganisation of the divorced spouse as a result of the judicial adjudication, the available retirement balance of the insured individual will be reduced by the amount transferred. The insured benefits will similarly be reduced in line with the transferred amount, in accordance with Art. 24 Para. 7. The insured individual can arrange for an investment to be made in accordance with Art. 7 to the amount of the transferred portion of the withdrawal benefit at any time.

- 2 If an insured individual receives the withdrawal benefit of his/her divorced spouse (on the basis of a decision of the court), this will be handled in the same way as a lump-sum purchase in accordance with Art. 7.
- 3 The provisions relating to divorce apply in a similar manner in the event of the legal dissolution of a registered partnership.

Art. 26 Partial liquidation

- 1 In the event of partial liquidation of the Pensionskasse, the provisions contained in Art. 23 FZG, Art. 53d BVG, Art. 27g and Art. 27h BVV2 (the Swiss ordinance on occupational benefits) are definitive.
- 2 The situation of partial liquidation applies
 - a) If a contract of association is dissolved, as long as at least 2% of the insured individuals then leave the Pensionskasse, or
 - b) If a company is restructured, as long as the following numbers of insured individuals then have to leave an associated company involuntarily
 - at least 2 insured individuals in companies with up to 5 employees
 - at least 3 insured individuals in companies with 6 to 10 employees
 - at least 4 insured individuals in companies with 11 to 25 employees
 - at least 5 insured individuals in companies with 26 to 100 employees
 - at least 5% of insured individuals in companies with more than 100 employees.
 A restructuring situation applies when the previous areas of activity of the company are merged, discontinued, sold, outsourced or changed in some other way.
 - c) If the workforce is reduced, as long as at least 10% of the insured individuals in an associated company consequently leave the Pensionskasse for economic reasons within about 12 to 24 months.
If the downsizing plan itself is expected to extend over a longer or a shorter interval, this interval will prevail.
- 3 If at least two insured individuals transfer as a group into the same new benefits organisation, this will be regarded as a collective withdrawal. All other cases are individual withdrawals.
- 4 The Board of Trustees will determine the definitive time or period for the establishment of the affected group, depending on the event and the withdrawals of the insured individuals. The definitive accounting date for a partial liquidation is the end of the calendar year closest to the start date for the implementation of the state of liquidation.
- 5 The basis for the determination of the free funds is formed by the actuarial and commercial balance (annual accounts and balance, company accounts and Appendix) together with any additional reserves (ongoing), from which the real financial position of the Pensionskasse with regard to realisable values (market values) can be deduced. Assessment of the asset values, obligations and the conformation of provisions and reserves is undertaken in accordance with professional principles, continuously ap-

plied. The annual account examined by the auditor on the reference date for partial liquidation is definitive.

- 6 There is an individual entitlement to free funds in the event of individual withdrawal, while a collective entitlement to free funds applies in the event of a collective withdrawal. The free funds are determined as a percentage of the benefits capital. The share of the free funds assigned to withdrawing insured individuals and pensioners is calculated by applying this percentage rate to their withdrawal benefit or their benefits capital. Entry payments and lump-sum payments/repayments made within the past 12 months will not be taken into account in the calculation of the share in the free funds. WEF advance payments and payment resulting from divorce in the past 12 months will be included in the calculation of the share in the free funds.
- 7 In the event of a collective withdrawal, there is a collective, proportional entitlement to the reserves and equalisation reserves. However, this entitlement only exists in so far as actuarial risks are also transferred. The contribution made by the withdrawing collective to the formation of the reserves and equalisation reserves will also be taken into account. The entitlement to equalisation reserves corresponds proportionally to the entitlement to the withdrawal/benefits capital. The entitlement to the reserves and equalisation reserves will be transferred collectively. The Board of Trustees will determine the form and type of resources to be transferred into the new benefits organisation.
- 8 Wherever possible, the collective withdrawal will be governed by a transfer contract. The provisions contained in Art. 21 apply in a similar manner with regard to the transfer of free funds in the case of individual withdrawals.
- 9 If the assets or liabilities change appreciably (by more than 5%), between the reference date for partial liquidation and the transfer of funds, the reserves, equalisation reserves and free funds to be transferred will be adjusted accordingly.
- 10 If, taking into consideration the current actuarial balance, a deficit in accordance with Art. 44 BVV2 exists on the reference date for partial liquidation, this may be proportionately and individually deducted from the withdrawal benefit, as long as it does not result in a loss to the retirement credit according to the BVG. If the withdrawal benefit has already been transferred without any deduction, the insured individual will have to reimburse the deduction. The deficit will be established as a percentage of the actuarial reserve and the benefits capital. The share in the deficit of the withdrawing insured individuals and the withdrawing pensioners corresponds to this percentage rate applied to their withdrawal benefit/benefits capital. Entry payments and lump-sum payments made within the past 12 months will not be taken into account in the calculation of the share in the deficit. WEF advance payments and payment resulting from divorce in the past 12 months will be included in the calculation of the deficit in withdrawal benefit.
- 11 The Pensionskasse will inform the insured individuals and pensioners in good time about the partial liquidation, and, in particular, will allow them access to the redistribution plans. They will have the right to raise objections to the decision of the Board of Trustees within 30 days of receipt of the information. These objections must be made in writing and reasons must be provided. The Board of Trustees will issue a decision regarding the objections within a reasonable period. The insured individuals and pensioners have the right to examine and decide upon the conditions, procedure and redistribution plan at the offices of the responsible supervisory authority within 30 days of receipt of the information. An appeal against the decision of the supervisory authority will only have the effect of postponement if the President of the responsible department of the Federal Administrative Court or the instructing judge so disposes, officially or upon the request of the complainant. If no complaints have been lodged with the su-

pervisory authority, the redistribution plan will be carried out. The auditors will confirm the orderly implementation of the partial liquidation process in their report, in accordance with Art. 32 Para. 1.

Art. 27 Shortfall in cover

- 1 In the event of a shortfall in cover, the Board of Trustees will establish appropriate measures to correct the shortfall in collaboration with a recognised expert in occupational benefits. If necessary, the interest rate applied to the retirement balance (Art. 5 Para. 3), the financing, the benefits and (following agreement with the Cantonal supervisory authorities) the current pensions may be adapted in line with the available funds.

The minimum sum according to Art. 17 FZG will also be calculated using the interest rate on the retirement accounts for as long as the shortfall exists and the interest rate on the retirement accounts (Art. 5 Para. 3 lit. a) is less than the minimum BVG interest rate.

If other measures do not achieve the target, the Ergänzungskasse may raise contributions from the insured individuals and the company and from the pensioners to correct the shortfall, for the duration of the shortfall.

The contribution made by the company must be at least as large as the sum of the contributions made by the insured individuals. The contribution made by the pensioners may only be raised on that part of the current pension that was produced in the last 10 years before the introduction of this measure, by increases that were not stipulated by statutory or regulatory decree. The level of the pensions at the time the entitlement occurred will remain guaranteed. The pensioners' contribution will be offset against the current pensions.

- 2 In the event of a shortfall, the company can make deposits into a special employer's contribution reserve account with a waiver of use, and can transfer funds from the ordinary employer's contribution reserve into this account. These investments may not exceed the amount of the shortfall and will not be subject to interest.
- 3 The Ergänzungskasse must inform the supervisory authority, the company, the insured individuals and the pensioners about the shortfall and the measures established.

VI. Organisation

Art. 28 Board of Trustees

- 1 The Board of Trustees is the uppermost organ of the foundation. It comprises four members, of which two are chosen by the company and two by the insured individuals from amongst their number.
- 2 The foundation will ensure that the members of the Board of Trustees receive initial and ongoing training, so that they can carry out their management tasks.
- 3 The period of office of the Board of Trustees is three years. Re-election is permitted. The members elected by the insured individuals will leave the Board of Trustees when their employment relationship ends. A replacement member will be elected for the remaining duration of office in accordance with the procedure set out in Paragraph 1. The company can remove the members it has elected from office at any time, and replace them by new members.
- 4 The company will nominate the President from amongst its representatives. The Board of Trustees will nominate the Vice President from the two members elected by the insured individuals. If the President is absent, the Vice President will take his/her place.
- 5 The Board of Trustees will meet as often as is necessary to manage its affairs, but at least once a year, at the invitation of the President. Any member of the Board of Trustees can ask for a meeting to be called, by contacting the President in writing. The fund manager will take part in the meetings in an advisory capacity.
- 6 The Board of Trustees is quorate if at least one representative of the employer and one representative of the employees, including the President or Vice President, are present. An absent member can elect to be represented by another member by giving written authority. The Board of Trustees passes its resolutions by a simple majority of the members or representatives who are present. In the event of a tie in the votes, the vote of the President (or of the Vice President in the absence of the President) will be counted twice. Circular resolutions are permitted as long as no-one requests a verbal consultation.
- 7 Minutes must be prepared of the meetings of the Board of Trustees, and must be signed by the President or Vice President and the person keeping the minutes. Circular resolutions must be included in the minutes for the next meeting.
- 8 The Board of Trustees will manage the business of the foundation in accordance with the statutory regulations, the provisions of the foundation's charter and regulations and the instructions of the supervisory authority. The Board of Trustees will take all the decisions that are necessary to achieve the aims of the foundation. It will decide upon the direction of benefits and settlements to the beneficiaries or their dependents, applying the regulations issued by itself.
- 9 The Board of Trustees will represent the foundation to the outside world. To this purpose, it will nominate those individuals who will represent the foundation legally, with a joint power of signature by pair. Those individuals who hold the power of signature do not need to be members of the Board of Trustees.

- 10 The Board of Trustees will nominate the manager of the foundation on the advice of the company. This manager will report directly to the President of the Board of Trustees. The Board of Trustees can appoint committees or instruct individual people to carry out particular tasks. These do not have to be members of the Board of Trustees.
- 11 Any individuals involved in the administration, auditing or supervision of the Ergänzungskasse must preserve confidentiality with regard to third parties.

Art. 29 Auditing

- 1 The Board of Trustees will nominate the auditor for the foundation (Art. 53 Para. 1 BVG). The auditor must check the management, accounts and asset investments of the foundation on an annual basis, and report the findings to the Board of Trustees in writing. The annual report and the balance sheet must be forwarded to the cantonal supervisory authorities, along with the auditor's report.
- 2 The Board of Trustees will nominate recognised experts in occupational benefits (Art. 53 Para. 2 BVG). Arrangements must be made for an actuarial balance to be carried out by the recognised experts in occupational benefits at least once every three years, with the appropriate notification to the cantonal supervisory authorities.

Art. 30 Accounts; Asset investments

- 1 The calendar year is also used as the business year. The Ergänzungskasse's accounts will be closed on 31st December each year. The annual accounts and the annual report must be prepared by six months after the end of the accounting year at the latest.
- 2 The assets of the Ergänzungskasse will be administered by the Board of Trustees. They must be administered in accordance with recognised principles, particularly adherence to the statutory regulations for investments. In addition to striving for the security of the investments, efforts must also be made to achieve appropriate yields, and account must be taken of the Ergänzungskasse's liquidity requirements. The Board of Trustees can delegate the investment of assets to third parties.
- 3 The Board of Trustees will issue investment regulations.

VII. Final provisions

Art. 31 The application and revision of the regulations

- 1 The Board of Trustees will decide upon questions that are not determined by these regulations, or not fully determined by these regulations, within the meaning of the foundation's charter. In special cases, it can deviate from the provisions of these regulations, if their application would cause hardship to the affected person/persons, and the deviation is appropriate to the sense and aims of the Ergänzungskasse.
- 2 The German text of these regulations is definitive in the event of any doubt.
- 3 These regulations can be amended at any time by the Board of Trustees, while still maintaining the entitlements acquired. Provisions that require additional benefits from the company can not be enacted without the agreement of the company.

Art. 32 Dissolution of contracts of association, dissolution of the foundation

- 1 Dissolution by the employer of a contract of association will be carried out in agreement with the staff, or representatives of the employees if available. The Ergänzungskasse must notify the responsible compensation desk at the AHV of the dissolution. The provisions contained in Art. 53b, Art. 53d and Art. 53e BVG, Art. 23 FZG and Art. 26 of these regulations are definitive.
- 2 In the event of the complete dissolution of the foundation, the provisions contained in Art. 53c and Art. 53d BVG and Art. 23 FZG are definitive.

Art. 33 Disputes

The Cantonal insurance court will decide upon disputes between an insured individual or person with an entitlement to claim and the foundation when the disputes can not be settled internally. The place of jurisdiction is the Swiss location or place of residence of the respondent or the location of the business at which the insured individual was employed. Any further action is subject to the provisions of the BVG.

Art. 34 Date of effectiveness; transitional provisions

- 1 These regulations, including the Appendix, take effect on 1st January 2008 and replace the 2005 Regulations, valid from 1st January 2005, including any supplements implemented since that date.
- 2 On 1st January 2008, the retirement balance of active insured individuals will be increased by 6% of the amount applicable on 31st December 2007. This will cushion the effects of the reduction in the conversion rate on the benefits.
- 3 There will be no change to the pensions already in force on 31st December 2007, or the pensions of the dependents included in the insurance provision. The regulations valid at the time of the insured event will be definitive in such cases.
- 4 The regulations that were effective at the beginning of the incapacity for work, the cause of which led to the relevant disability, will be definitive in the calculation of the level of disability pension and the entitlement to disability pension.

Zurich, December 19, 2007

The Board of Trustees

APPENDIX TO THE REGULATIONS

Retirement credits

(See Art. 5 of the regulations)

The retirement credits (expressed as a percentage of the insured salary) are made up as follows:

Age of the insured individual	Retirement credit as a % of the insured salary
25 – 34	13.0
35 – 44	18.0
45 – 54	23.0
55 – 65	28.0

The age of the insured individual is produced by the difference between the current calendar year and the year of birth.

Level of contributions

(See Art. 6 of the regulations)

The insured individual and the company will pay the following annual ordinary contributions, which are expressed as a percentage of the insured salary:

Age	Savings contributions		Risk contributions		Total	
	Insured individual	Company	Insured individual	Company	Insured individual	Company
– 24	–	–	2.0	4.0	2.0	4.0
25 – 34	5.0	8.0	2.0	4.0	7.0	12.0
35 – 44	5.0	13.0	2.0	4.0	7.0	17.0
45 – 54	5.0	18.0	2.0	4.0	7.0	22.0
55 – 65	5.0	23.0	2.0	4.0	7.0	27.0

The age of the insured individual is produced by the difference between the current calendar year and the year of birth. The changeover to the next highest contribution level takes place on 1st January in each case.

Purchase of additional benefits

(See Art. 7 of the regulations)

The maximum level of additional lump-sum purchases correlates to the maximum amount as shown in the following table, minus the available retirement balance at the time of the purchase.

Age	Maximum amount as a percentage of the insured salary at the time of the purchase	Age	Maximum amount as a percentage of the insured salary at the time of the purchase
25	13	45	374
26	26	46	401
27	39	47	429
28	53	48	458
29	67	49	486
30	80	50	515
31	94	51	545
32	109	52	575
33	123	53	605
34	138	54	635
35	157	55	671
36	177	56	708
37	197	57	745
38	218	58	782
39	239	59	820
40	260	60	858
41	281	61	897
42	302	62	936
43	324	63	976
44	346	64	1016
		65	1056

The age of the insured individual is produced by the difference between the current calendar year and the year of birth.

Conversion rates for different ages of retirement

(See Art. 9 of the regulations)

The conversion rate is determined on the basis of the age at the time of retirement, as follows:

Age at retirement	Conversion rate as a % of the retirement balance
60	5.85 %
61	6.00 %
62	6.15 %
63	6.30 %
64	6.45 %
65	6.60 %

The age is calculated exactly to the year and month. The period from the birthday to the first day of the following month is not taken into account. Interim values will be interpolated on a linear basis.

Zurich, December 19, 2007

The Board of Trustees

Definitive amounts for 2008

Threshold annual salary figure for admission CHF 163,000
(Art. 2 Para. 1 and Art. 6 Para. 3)

Age of retirement The age on the first day of the month after reaching the 65th birthday
(Art. 2 Para. 2)

Co-ordination amount CHF 159,120
(Art. 4 Para. 3)

Minimum AHV retirement pension CHF 13,260
(Art. 15 Para. 2)

Maximum definitive annual salary for the determination of the insured salary CHF 583,670
(Art. 4 Para. 4)

Interest rate on the retirement balance 5.50 %
(Art. 5 Para. 3)

Minimum rate of interest according to the BVG 2.75 %
(Art. 16 Para. 4)

Rate of interest on arrears 3.75 %
(Art. 16 Para. 4)