

REGULATIONS SCALA 2020

Employee benefits insurance



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Note regarding terms

All terms in these Regulations referring to persons indicate persons of both genders.

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| BVG | Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans |
| BVV 2 | Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans |
| FZG | Federal Law on Vesting in Pension Plans, Survivors' and Disability Pension Plans |
| FZV | Ordinance on Vesting in Pension Plans, Survivors' and Disability Pension Plans |
| IV | Federal Disability Insurance |
| SCC | Swiss Civil Code |
| AHV | Federal Old Age and Survivors' Insurance |
| SCO | Swiss Code of Obligations |
| PartG | Federal Law on the Registration of Partnerships for Same-Sex Couples |
| UVG | Federal Law on Accident Insurance |
| VVG | Federal Law on Insurance Contracts |
| Age | The applicable age for the calculation of contributions and retirement credits is the difference between the current calendar year and the year of birth of the insured. |
| Retirement assets/capital | Individual retirement account of the insured/the pension recipient |
| Retirement credit | Annual credit to the retirement account, the percentage of which is defined in the pension plan |
| Retirement benefit | Retirement pension and/or retirement lump sum |
| Retirement provision | Process of saving towards retirement |
| Affiliation/Affiliation agreement | Contract between the affiliated employer and the GastroSocial Pension Fund, which sets out their rights and obligations |

Note regarding terms

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| Incapacity for work | The full or partial inability to exercise the previous profession or do other work that can be reasonably expected due to impaired physical, mental or psychological health. In the event of prolonged incapacity for work, a position in another profession or field of activity may also be considered reasonable. |
| Termination/Vested benefits | Claim to the accrued retirement assets when leaving a pension fund (e.g. change of job) |
| Purchase | Option to make voluntary payments to the pension fund |
| Retirement | Actual termination of gainful employment and time for payment of retirement benefits; can be earlier or later than the regular retirement age. |
| Pension conversion rate | Percentage used to calculate the annual pension as a factor of the retirement savings |
| Risk contribution | Annual contribution for the risk cover, the Security Fund and administrative costs |
| Risk cover | Insurance cover for the economic consequences of death and disability |
| Security Fund | Foundation which guarantees the statutory benefits of insolvent pension schemes and pays subsidies to pension schemes with an unfavourable age structure |
| Savings contribution | Annual contribution for financing the retirement credit |
| Pension certificate | Personal insurance certificate providing information on the salary, contributions and benefits |
| Pension plan | Overview of the benefits and contributions agreed with the GastroSocial Pension Fund |
| Pension contract | Pension relationship between the employee/self-employed individual and the GastroSocial Pension Fund |
| Promotion of home ownership | Option for using the employee benefits to finance owner-occupied residential property |

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| | 1 | Introduction |
| Lawful basis | 1.1 | The «GastroSocial Pension Fund» community foundation (hereinafter referred to as the GastroSocial Pension Fund) is a foundation with its registered office in Aarau, which is registered with the Register of Occupational Benefits Providers as defined by Art. 80 et seq. SCC, Art. 331 SCO and Art. 48 BVG. |
| Purpose | 1.2 | The purpose of the GastroSocial Pension Fund is to provide employee benefits insurance in accordance with the provisions of these Regulations. |
| Organisation and management | 1.3 | |
| | 1.3.1 | The Board of Trustees is responsible for the management of the GastroSocial Pension Fund and the execution of these regulations. The Board of Trustees can delegate competencies to its committee or the management generally or on an ad hoc basis and subject to the right of revocation. |
| | 1.3.2 | The organisation of the GastroSocial Pension Fund, the election of the members and composition of the governing and executive bodies and their duties are listed in the organisational statute and the investment regulations. |
| BVG | 1.4 | The GastroSocial Pension Fund guarantees that it will provide at least the benefits pursuant to the provisions of the BVG. |
| Pension plan | 1.5 | |
| | 1.5.1 | The provisions of these Regulations are generally applicable. The benefits and contributions agreed with the affiliated employer are set out in the pension plan. Agreements that deviate from these Regulations are only valid if they are explicitly mentioned in the pension plan. |

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| | 1.5.2 | If the employer selects several pension plans, it must apply objective criteria to set up groups of persons who are entitled to enrol with the supplementary insurance. |
| | 1.5.3 | Six standard pension plans based on these Regulations are offered, which can be viewed or delivered at any time upon request. |
| | | Independent operations and chain operations with an annual gross payroll total subject to AHV contributions exceeding CHF 3 million can define individual pension plans in agreement with the GastroSocial Pension Fund, in which case the contribution rate will be adjusted. |
| Partial or total liquidation | 1.6 | The conditions for and procedure of a partial liquidation are set out in the Regulations on partial liquidation. |
| | | In the event of a total liquidation of the GastroSocial Pension Fund, the provisions of Art. 53c BVG, Art. 53d BVG and Art. 18a FZG apply. |

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| | 2 | Employer affiliation |
| Affiliated employers | 2.1 | Employers from the food services, hotel and tourism sectors that are not subject to the L-GAV, are affiliated. The Gastro-Social Pension Fund reserves the right to refuse acceptance of an employer. The GastroSocial Pension Fund can decide at its discretion on the acceptance of employers from another business sector. |
| Affiliation agreement | 2.2 | An employer can join the GastroSocial Pension Fund under a written affiliation agreement. The contributions and benefits are set out in these Regulations and the respective pension plan. Pension recipients are only accepted upon transfer of the required pension capital. Persons who are unable to work/ partially disabled and who are declared disabled or whose level of disability increases after the affiliation for the same reason as before the affiliation or who are declared disabled or whose level of disability increases retroactively to a date before the affiliation are only accepted upon transfer of the required pension capital. Art. 2.6.3 of the Regulations and Art. 2.7 of the Regulations apply mutatis mutandis. |
| Cancellation of affiliation agreement | 2.3 | |
| | 2.3.1 | The affiliation agreement is deemed to have been cancelled: <ul style="list-style-type: none"> a) if the employer or the GastroSocial Pension Fund gives written notice of termination of the affiliation agreement, b) if the GastroSocial Pension Fund cancels the affiliation agreement pursuant to Art. 18.3 of the Regulations, |

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| | | c) if the employer is in liquidation or declares bankruptcy, or |
| | | d) if the company of the affiliated employer is transferred to or merges with another legal entity who is not affiliated with the GastroSocial Pension Fund. |
| | 2.3.2 | The GastroSocial Pension Fund can cancel the voluntary insurance of a self-employed individual if they subsequently insure their employees with another pension scheme or if they no longer declare any employees. |
| | 2.3.3 | If the cancellation of an affiliation agreement leads to a partial liquidation as defined by Art. 53d BVG, the provisions of the Regulations on partial liquidation also apply. |
| Termination of affiliation agreement | 2.4 | |
| | 2.4.1 | The affiliation agreement can be terminated at the earliest after the agreed duration (subject to the option to give notice of termination pursuant to Art. 2.3.2 and Art. 18.3 of the Regulations) by giving six months' notice to the end of a calendar year (subject to the shorter notice period pursuant to Art. 18.3 of the Regulations). Affiliated employers wishing to terminate the affiliation agreement must obtain the prior consent of their employees. |
| | 2.4.2 | Termination by the employer is only valid if the new pension fund confirms in writing by the 30 November of the year of termination that it will take over the current and latent existing pension recipients at the same conditions and that the accrued rights, of the insured and the pension recipients, will not be reduced. |

**Consequences
of termination 2.5**

2.5.1 If the affiliation agreement is terminated, the GastroSocial Pension Fund transfers the retirement assets of the insured, the pension capital of any pension recipients pursuant to Art. 2.6 of the Regulations, and any employer contribution reserves of the employer to the new pension fund. Any possible default interest that may be due, is calculated using the BVG minimum interest rate.

2.5.2 However, if pension recipients remain insured even though the active insured leave the GastroSocial Pension Fund, the employer is obliged to make the payments resulting from the subsequent circumstances on the date of the active insured's departure in the form of a one-off payment:

- a) Ensuring full funding of current and future obligations on the basis of the actuarial tables used by the Gastro-Social Pension Fund and a technical interest rate of 1.5 %,
- b) the costs arising from the termination of the agreement, in particular the annual administrative costs amounting to CHF 70.– per pension recipient and the future contributions to the BVG Security Fund, both estimated for the next ten years, and
- c) ensuring full funding of the shortfall in the event of a funding deficiency.

This also applies to employers who cease operations or which join another pension fund by transferring the active insured persons to it, without terminating the affiliation agreement.

In the event of insignificance or non-recoverability the Gastro-Social Pension Fund may waive the need for ensuring full funding.

The employer has a restructuring obligation in relation to the pension recipients for the duration of the affiliation agreement.

**Consequences
for pension
recipients 2.6**

2.6.1 If the affiliation agreement is terminated, the GastroSocial Pension Fund assigns all current and latent pension recipients to the new pension scheme. The GastroSocial Pension Fund transfers the pension capital to the new pension scheme.

2.6.2 Where pension benefits have been reduced, the pension capital is calculated on the basis of the reduced pension benefits. The calculation of the disability benefits to be settled is based on the pension, reduced by any coordination of benefits that may apply, that is actually paid on the date of the calculation (Art. 2.8 of the Regulations).

2.6.3 The birth of a child after the termination of the agreement is deemed to be a new event for which the new pension scheme must pay benefits. Exception: If an insured person dies before the termination of the agreement and the surviving dependant was expecting a child at the time of death (nasciturus rule), the present pension fund is liable to pay benefits.

**Consequences
for benefit
claims 2.7**

2.7.1 If the level of disability of a partially disabled person increases for the same reason as before the termination of the agreement, the old pension fund is liable to pay benefits until the date of termination and must process the claim up to this date. Thereafter the new pension scheme is liable to pay benefits.

If the level of disability increases or the disability returns (after the discontinuation of the disability pension) after termination of the agreement (date of increase by IV), the new pension scheme must pay the benefits. The GastroSocial Pension Fund does not have any obligation to provide additional benefits.

- 2.7.2** If the level of disability increases for a new reason before the termination of the agreement, the old pension fund must pay the benefits until the date of termination, provided that the active component of the employee benefits insurance was insured with the old pension fund at the time the new incapacity for work occurred.

The old pension fund processes the claim until the date of termination of the agreement. Thereafter, the new pension scheme is liable to pay benefits.

If incapacity for work with a new cause occurs after the termination of the agreement and this leads to an increase in the level of disability, the new pension scheme is responsible for paying benefits, provided that the active component of the employee benefits insurance is insured with the new pension scheme at the time the new incapacity for work occurs.

**Calculation
date for
termination of
agreement**

- 2.8**
- 2.8.1** The date of termination of the agreement is also the calculation date.
- 2.8.2** For insured persons who on the date of termination of the agreement were unable to work, including persons who were retroactively declared to be disabled, the calculation date is deferred beyond the termination date until such time when all the information required for processing and calculating the benefits is available.

3 Admission, beginning and end of insurance coverage

- Admission** **3.1** Subject to Art. 3.2 of the Regulations, all employees and voluntarily insured self-employed individuals for whom the gross salary subject to AHV contributions equals or exceeds the minimum salary pursuant to the pension plan are admitted to the Pension Fund.
- Exceptions from admission** **3.2**
- 3.2.1** The following persons are not insured with the pension fund:
- a) Employees who have reached the regular retirement age or who draw retirement benefits from the GastroSocial Pension Fund.
 - b) Employees who are not yet 17 years of age on 1 January.
 - c) Employees who, on the date of expected admission, are at least 70 % disabled as defined by the IV and employees who continue to be insured on a provisional basis pursuant to Art. 26a BVG.
 - d) Self-employed individuals whose employees subject to the BVG are not insured with the GastroSocial Pension Fund.
 - e) Self-employed individuals with a higher health risk.
 - f) Self-employed individuals who do not have employees subject to the BVG.
- 3.2.2** The following persons are admitted if they are voluntarily insured by the employer. The employer must observe the principle of equal treatment as stipulated in Art. 1f BVV 2:
- a) Employees for whom the annual salary subject to AHV contributions does not exceed the entry threshold as defined in the pension plan. For recipients of a disability pension (IV) the entry threshold is adjusted in accordance with the law.

- b) Employees who already have mandatory insurance cover elsewhere for their principal position of employment or who are primarily self-employed.
- c) Employees who are employed under a temporary employment contract for three months or less (subject to Art. 1k BVV 2).

Start of insurance

3.3

3.3.1 The insurance starts on the day on which the employment relationship begins or on the day on which the employee is entitled to a salary for the first time, but in any case when the employee starts out for work.

3.3.2 For self-employed individuals, the insurance starts on the agreed affiliation date, but at the earliest upon receipt of all completed application forms and the written confirmation of admission by the GastroSocial Pension Fund.

Medical examination

3.4

3.4.1 If the gross salary subject to AHV contributions to be insured exceeds the amount defined in the pension plan and/or if the risk benefits are increased, the GastroSocial Pension Fund can make admission for the extra-mandatory benefits or benefit increases dependent on a health questionnaire or a medical examination by a doctor and possibly also a further risk assessment. Based on the outcome of these assessments, the GastroSocial Pension Fund can apply one or more provisos for insurance cover. The GastroSocial Pension Fund can refuse to admit employees with a higher health risk for the increased benefits, in which case the benefits and contributions pursuant to the Scala Basis pension plan will apply.

3.4.2 If a medical examination has been ordered pursuant to Art. 3.4.1 of the Regulations, pension cover is provisional as defined in Art. 3.4.9 of the Regulations.

3.4.3 The provisional pension cover is cancelled upon rejection or replaced by definitive cover upon acceptance. Definitive insurance cover starts upon delivery of the written confirmation of acceptance by the GastroSocial Pension Fund. If admission is refused, all related contributions that have already been paid will be reimbursed.

3.4.4 If the GastroSocial Pension Fund applies a health proviso retroactively to the date of admission with the insurance or the date of the insured benefits increase, it must inform the insured person of this decision within two months

- a) from receipt of the completed documents or, if applicable, receipt of the recommendation of the GastroSocial Pension Fund medical examiner, or
- b) of the date on which the GastroSocial Pension Fund had definite knowledge of the violation of the obligation to notify, i.e. as soon as this fact has been established without a doubt.

3.4.5 The health proviso may be applied for a maximum of five years or three years for a self-employed individual. The expired period for a health proviso for the same reason applied by the former pension scheme is deducted from the new proviso period.

3.4.6 If a claim occurs (death or incapacity for work leading to subsequent disability or death) during the proviso period for a reason that is covered by the proviso, the disability and (prospective) survivors' benefits are reduced to the minimum benefits under the Scala Basis pension plan for the entire benefit period.

3.4.7 Pension benefits financed with the termination benefit brought into the Pension Fund are not reduced by a new health proviso.

- 3.4.8** If a person fails to mention a fact during the health or risk assessment that they knew or should have known about, or if they declare such a fact incorrectly, the GastroSocial Pension Fund is entitled to refuse its benefits pursuant to Art. 6 VVG or to make a subsequent reservation, as well as to terminate the increased benefits. Notwithstanding Art. 6 para. 2 VVG, the right to terminate expires after six months. Insofar as the statutory requirements are met, the mandatory benefits pursuant to the BVG and FZG are always paid. The pension contract is terminated for a self-employed individual.
- 3.4.9** If a claim occurs before the medical examination can be carried out, the cause of which already existed before the conditions of the pension plan on the execution of a medical examination or risk assessment were met, only the benefits purchased with the termination benefit brought into the Pension Fund are paid, but at least the minimum benefits pursuant to the Scala Basis pension plan or the previous benefits.
- 3.5**
3.5.1 Insurance cover for an employee ends with the termination of the employment relationship. Mandatory insurance cover also ends if the salary falls below the entry threshold pursuant to the pension plan (except for Art. 3.2.2 (a) of the Regulations).
- 3.5.1bis** A self-employed individual leaves the Pension Fund if they give up self-employment or upon written notice of termination pursuant to Art. 2.3.1 (a) of the Regulations. Insurance cover ends on the date of departure.
- 3.5.2** Notwithstanding Art. 3.5.1 of the Regulations, insurance cover for seasonal workers ends at the end of the respective season, even if the employment relationship has been confirmed for the next season (subject to Art. 15.6 of the Regulations, unpaid interruption of work).
- 3.5.3** It is possible to continue the insurance cover for periods of unpaid work interruption pursuant to Art. 15.6 of the Regulations.

End of insurance

4 Salary subject to AHV contributions, applicable salary, pensionable salary

Salary subject to AHV contributions

- 4.1**
4.1.1 The salary to be reported is the gross monthly salary subject to AHV contributions, or the gross monthly salary subject to AHV contributions that is agreed upon job commencement. Occasionally arising salary components can be left out if this is allowed under the pension plan.
- 4.1.2** Any other salaries earned by an insured from non-affiliated employers are not covered.

If the insured works for several employers affiliated with the GastroSocial Pension Fund, the total salary can be insured via a single employer with the consent of the insured, all employers and the GastroSocial Pension Fund. This employer bears responsibility for the notification and contribution of all salaries.

Pensionable salary Applicable salary

- 4.2** The pensionable salary is defined in the pension plan.
- 4.3**
4.3.1 Applicable salary for applying the coordination rules:
- a) The average salary for the last 12 months before the occurrence of the incapacity for work applies to the calculation of benefits and retirement credits in the event of disability as well as for the death benefits
- If the insured has been admitted with the GastroSocial Pension Fund for less than 12 months upon the occurrence of the incapacity for work, the actual salary (paid out during the period of employment, extrapolated to a full year) applies to the calculation. In justified cases, the contractually agreed annual salary can be used. Any other salaries earned from non-affiliated employers are not taken into account.

- b) The reported monthly salary applies for the calculation of the contributions.
- 4.3.2** A salary increase of more than CHF 500.– per month during the period listed in Art. 4.3.1 of the Regulations is not taken into account in the calculation. In justified exceptional cases, however, the GastroSocial Pension Fund can deviate from this principle.
- Salary notifications** **4.4** The applicable salary is determined retroactively for the first time upon admission on the basis of the notification submitted by the employer. When a pension claim occurs, future salary notifications are no longer taken into consideration, and the benefits are calculated on the basis of the last salary reported.
- Pensionable salary for reduced working hours after age 58** **4.5**
- 4.5.1** Insured from the age of 58 whose salary subject to AHV contributions is reduced by 50 % at the most, can request in writing that their previous pensionable salary continues to be covered. Insurance cover for the previous pensionable salary can be continued only until the insured reaches the regular retirement age.
- 4.5.2** The insured must pay all additional costs for contributions from the continued insurance. These contributions are deducted from their salary by the employer and transferred to the GastroSocial Pension Fund. The employer may participate in the contributions for the hypothetical salary.
- 4.5.3** Coordination according to Art. 8.1 of the Regulations is applied to 90 % of the continued salary on occurrence of incapacity for work.
- Reduction of pensionable salary** **4.6** If the gross salary subject to AHV contributions temporarily decreases because of sickness, accident, maternity leave or similar reasons, the previous pensionable salary continues to apply. The insured may, however, request in writing the reduction of the coordinated salary.

- Pensionable salary for partial disability** **4.7** Any coordination deduction that applies to the calculation of the pensionable salary is reduced for partially disabled insured in accordance with the claim to a disability pension. The statutory limits pursuant to Art. 4 BVV 2 apply.
- 5 Retirement assets and retirement credits**
- Retirement assets** **5.1** An individual retirement account is kept for each insured which reflects their retirement assets. The retirement assets consist of:
- a) the retirement credits (the amount of which is defined in the pension plan and equals at least the retirement credits pursuant to the BVG),
 - b) the termination benefits brought into the pension fund,
 - c) voluntary purchases of benefits,
 - d) any funds that were transferred and credited as part of a division of pension assets pursuant to Art. 22c, para. 2 FZG,
 - e) any other contributions,
 - f) interest credits,
 - g) minus any withdrawals to finance residential property and outgoing payments following a divorce or the legal separation of a registered partnership,
 - h) plus any repayments of advance withdrawals for residential property.

Amounts brought in and withdrawn become interest-effective immediately; retirement credits for the current year do not earn interest.

Interest rate**5.2****5.2.1**

The interest rate for the calculation of the prospective retirement benefits and the rate for the interest actually credited every year are determined by the Board of Trustees. The discount rate for the calculation of the prospective retirement benefits has a long-term focus and can deviate from the actual interest rate credited.

5.2.2

The Board of Trustees decides at the beginning of the financial year on the interest rate that will apply to departures in the current year. At the end of the financial year, the Board of Trustees determines the final interest rate based on the performance that will be credited to the retirement assets of the active insured on 31 December.

Termination benefits brought into the pension fund**5.3****5.3.1**

Termination benefits brought into the pension fund from previous pension relationships are accepted and credited to the retirement account until the regulatory benefits have been purchased in full. Termination benefits exceeding this amount can be brought into the GastroSocial Pension Fund with its permission.

5.3.2

Termination benefits from previous pension relationships upon retirement are only accepted until the first payment of the retirement benefit.

Voluntary purchases**5.4****5.4.1**

Voluntary purchases are credited to the insured's retirement account. These may not, however, exceed the sum of the interest-bearing retirement credits pursuant to the pension plan, expressed as a percentage of the coordinated salary at the time when the purchase amount is paid in, for the period from the beginning of the savings process to the purchase date, minus the account balance on the purchase date. Such purchases are deemed equivalent to termination benefits from earlier employment relationships. Purchases can be made right up until retirement if the insured is fully capable of working. The employer can participate financially in a purchase. Additional benefits that were purchased may not be withdrawn in the form of a lump sum within the next three years. If the insured has made an advance withdrawal to finance residential property, voluntary purchases may only be made after the advance withdrawal has been repaid.

5.4.2

Purchases to eliminate pension reductions in the event of early retirement are governed by Art. 9.4.3 of the Regulations.

5.4.3

The GastroSocial Pension Fund does not guarantee that purchases of additional benefits will be deductible from the insured's taxable income.

6 Payment of benefits

Beginning and end of pension payments

6.1

- 6.1.1** The claim to retirement benefits occurs on the first day of the month after reaching the actual retirement age.

The claim to a pensioner's child's pension occurs on the same date. If an education program starts on a later date, the claim starts on the first day of the month after starting the training course.

For children who are born after the claim to the main pension has started, the claim to a pensioner's child's pension starts on the first day of the month following their birth.

- 6.1.2** The claim to survivors' benefits occurs on the first day of the month following death. If an orphan begins an education program on a later date, the claim starts on the first day of the month after starting the training course.

For orphans who are born after the death of the insured person, the claim starts on the first day of the month following their birth.

- 6.1.3** Disability benefits fall due on the same date as the benefits by the IV.

The claim to a disabled person's child's pension arises on the same date as the main pension. If training starts on a later date, the claim starts during the month of training.

For children who are born after the claim to the main pension has started, the claim starts during the month of birth.

- 6.1.4** Risk benefits are always paid at the earliest after the end of continued salary payments or salary replacement benefits (i.e. daily benefits from the sickness, accident or military insurance) or after the end of the retirement or disability pension.

- 6.1.5** The claim to a pension remains valid until the end of the month in which the eligible person dies or the month in which the entitlement to a pension under the provisions of these Regulations lapses.

Date of payment

- 6.2** Subject to Art. 6.3 of the Regulations and Art. 14.5 of the Regulations, the annual pensions due under these Regulations are paid out quarterly in advance instalments.

Lump sum for insignificance

- 6.3** If the retirement or disability pension equals less than 10 %, the partner's pension less than 6 %, the orphan's pension less than 2 % of the minimum AHV retirement pension, a lump sum is paid instead of a pension. The lump sum payment is calculated in accordance with the GastroSocial Pension Fund's actuarial tables. All further claims of the insured or their surviving dependants against the GastroSocial Pension Fund lapse with the payment of this lump sum.

Due date of lump sum payments

- 6.4** Lump sum payments fall due, at the latest, 30 days following receipt of all the necessary documents for the clarification and payment of the benefit entitlement. No benefits can fall due before a claim occurs.

Interest on arrears

- 6.5** Interest on arrears on pension and lump sum payments is calculated using the BVG minimum interest rate.

Reimbursement

- 6.6**
- 6.6.1** Benefits paid out incorrectly must be reimbursed. They can be deducted from other benefits due by the GastroSocial Pension Fund.

- 6.6.2** Reimbursement of extra-mandatory benefits can be required even if no reporting obligations were violated.

7 Benefit adjustments

Statutory adjustments

7.1 Survivors' and disability pensions that have been paid for more than three years are adjusted to inflation according to the statutory provisions and the Federal Council's instructions until the eligible person reaches the regular retirement age. Art. 7.2 of the Regulations applies mutatis mutandis for inflation adjustments after retirement age.

Regulatory adjustments

7.2 Retirement pensions and pensioner's child's pensions can be adjusted to inflation by resolution of the Board of Trustees.

8 Recognition, overinsurance and benefit reductions

Maximum replacement income

8.1 The risk benefits of the GastroSocial Pension Fund are reduced if these benefits, together with the creditable income of the insured person, exceed 90 % of the presumed income lost. The presumed income lost is assumed to be the disability income from the IV. Deviations must be substantiated by the insured and the pension fund.

Creditable income

8.2
8.2.1 The creditable income includes all benefits that are being paid when the reduction is on the table (except for care allowances for persons unable to look after themselves, lump sum settlements and similar benefits), in particular:

- a) benefits paid by the AHV, disability insurance, accident insurance or military insurance,
- b) benefits paid by other Swiss or foreign social insurance schemes,
- c) lump sum settlements and similar benefits,
- d) salary and salary replacement benefits (e.g. daily sickness benefits or daily unemployment benefits),
- e) benefits paid by the insured's own or another pension fund,
- f) payments from a liable third party,
- g) the pension share allocated to the divorced spouse or former partner under a divorce decree or a decree for the dissolution of a registered partnership.

8.2.2 Recipients of disability benefits will be credited for any continued income from gainful employment or replacement income or any income which the insured can still be reasonably expected to earn.

8.2.3 The income received by the surviving spouse or registered partner and the orphans are added together. Any creditable benefits in lump sum form are converted into equivalent pension amounts in accordance with the GastroSocial Pension Fund's actuarial tables.

Periodic review**8.3**

8.3.1 The person entitled to benefits must inform the GastroSocial Pension Fund automatically and immediately of all income to be credited.

8.3.2 The GastroSocial Pension Fund can review the conditions and scope of a reduction at any time and adjust its benefits if circumstances have changed materially. In doing so, the presumed income lost is revalued, using the Swiss consumer price index.

Recourse by Pension Fund**8.4**

If a third party is liable for an insured event the claims of the insured, their surviving dependants and other beneficiaries pursuant to Art. 20a BVG must be assigned to the Gastro-Social Pension Fund at the time of the insured event up to the amount equalling the statutory benefits. With regard to extra-mandatory insurance, the GastroSocial Pension Fund may demand that the insured assign their claims against liable third parties to the pension fund up to the amount of the benefits payable by the latter.

9 Retirement benefits**Regular retirement****9.1**

9.1.1 The insured is entitled to a lifelong retirement pension after retirement. The amount of the pension is calculated as a percentage of the accrued retirement assets (conversion rate).

9.1.2

The conversion rate at the regular retirement age (men 65/ women 64) is 6.8 % for the mandatory insurance and 6.5 % for the extra-mandatory insurance.

Option of retirement lump sum payment**9.2**

On request of the insured part or all of the retirement assets can be drawn in the form of a one-off lump sum instead of a lifelong retirement pension. The following conditions apply:

- a) The application for a lump sum payment must be submitted in writing to the GastroSocial Pension Fund within 30 days of the actual retirement date, but at least before the first pension payment.
- b) It is possible to withdraw part of the retirement assets in the form of a lump sum if the remaining retirement pension equals at least 10 % of the minimum single AHV retirement pension. The partial lump sum withdrawal must amount to at least CHF 10'000.–. The amount drawn is taken proportionally from the mandatory and the extra-mandatory retirement assets.
- c) If the insured is married or living in a registered partnership, a lump sum payment is only possible with the written consent of the spouse or registered partner. The signature of the spouse or registered partner must be certified. If the insured cannot obtain the written consent of the spouse or registered partner, or if it is refused, the matter can be referred to the civil court.

- d) If disability benefits were drawn from the GastroSocial Pension Fund before the regular retirement age, payment of the existing retirement assets in lump sum form is no longer permitted (exception Art. 6.3 of the Regulations).
- e) Additional benefits that were purchased may not be withdrawn in the form of a lump sum within the following three years.
- f) When the full capital is paid out, all claims against the GastroSocial Pension Fund lapse. If part of the capital is paid out as a lump sum, all claims are reduced correspondingly.

Semi-retirement

9.3

9.3.1 An insured can take semi-retirement. The first semi-retirement step can be made before or after the regular retirement age, provided that the conditions of Art. 9.4 and Art. 9.5 of the Regulations are fulfilled. Full retirement must be taken on the 70th birthday at the latest.

9.3.2 Semi-retirement presupposes a corresponding reduction in the insured's percentage of working hours and earned income. Semi-retirement is not possible for insured who have a claim to disability benefits from the GastroSocial Pension Fund or who have applied for disability benefits from the Federal Disability Insurance.

9.3.3 The residual degree of employment must be at least 20 %. If the remaining annual salary falls below the minimum salary pursuant to Art. 2, para. 1 BVG, the full retirement benefit must be drawn, subject to Art. 2, para. 1bis FZG.

9.3.4 Semi-retirement can be taken in a maximum of three steps, whereby each reduction must equal at least 20 % of the full number of working hours. At least one year must pass between the individual steps.

9.3.5 If the number of working hours is increased again after semi-retirement was taken, the GastroSocial Pension Fund reserves the right to reduce the retirement benefits by the same ratio as the increase in working hours or to cancel the semi-retirement.

9.3.6 The retirement assets required to pay the retirement benefits comprise the same percentages of mandatory and extra-mandatory benefits as the total retirement assets.

9.3.7 The retirement benefit can only be claimed as a pension or as a lump sum for the individual semi-retirement steps. Art. 9.2 of the Regulations applies in all other respects.

9.3.8 It is still possible to make purchases for the residual degree of employment.

Early retirement

9.4

9.4.1 If the insured stops working for their current employer within a maximum period of five years before the regular retirement age, and if there is no claim to disability benefits from the GastroSocial Pension Fund and/or no disability benefits have been applied for from the Federal Disability Insurance, the early payment of retirement benefits can be requested.

9.4.2 For early retirement up to five years before the regular retirement age the conversion rate for the mandatory and the extra-mandatory retirement assets is reduced by 0.2 % each per year of early retirement.

- 9.4.3** Insured persons who intend to retire before the regular retirement age can eliminate or reduce the reduction of the pension through voluntary purchases, provided that all termination benefits from previous pension relationships have been brought into the pension fund and no further purchases pursuant to Art. 5.4 of the Regulations are possible.
- 9.4.4** The difference between the pension at regular retirement age and the intended age of early retirement is used to calculate the maximum amount for a potential purchase. This amount is then capitalised using the conversion rate applying to the early retirement and discounted to the BVG minimum interest rate on the date of purchase.
- 9.4.5** If early retirement is not taken, the regulatory benefit target may not be exceeded by more than 5 %. If the insured does not take early retirement and exceeds the benefit target by more than 5 %, accumulation of funds in the retirement account will be suspended and no more savings contributions will be collected. In such case, any surplus at the time of retirement will go to the GastroSocial Pension Fund.
- 9.4.6** If the insured person takes up gainful employment again after early retirement was taken, the GastroSocial Pension Fund reserves the right to reduce the retirement benefits drawn early by the same ratio as the new number of working hours or to cancel the retirement.
- Deferred retirement**
- 9.5**
- 9.5.1** On request of the insured, retirement can be postponed when they reach the regular retirement age until they stop working, but no longer than the age of 70. Insured persons must submit the written application for the deferment of retirement to the GastroSocial Pension Fund before reaching the regular retirement age.

- 9.5.2** The conversion rate is increased by 0.2 % per year of deferred retirement.
- 9.5.3** The insured may defer at most the portion of the retirement benefits that corresponds to the continued level of employment and earned income.
- 9.5.4** The obligation to pay savings contributions pursuant to Art. 15 of the Regulations continues to apply.
- 9.5.5** The insured is no longer entitled to a disability pension. If the insured becomes (entirely or partially) incapable of working, the total retirement benefit falls due when the employment relationship ends, but after three months, at the latest.

Upon death, the partner's pension (Art. 11.3.1 of the Regulations) and the orphan's pension (Art. 11.6 of the Regulations) are calculated on the basis of the retirement pension to which the insured person would have been entitled at the date of death. The amounts of the pensions are specified in the pension plan.

**Pensioner's
child's pension**

- 9.6.**
- 9.6.1** Recipients of a retirement pension whose children would be entitled to orphan's pensions in the event of their death are entitled to pensioner's child's pensions. The claim applies until the child's 20th birthday. The claim remains valid past the age of 20 but not longer than the 25th birthday for children who are still enrolled in education and for children who are at least 70 % disabled.
- 9.6.2** The pensioner's child's pension equals the amount of the pensioner's child's pension pursuant to the BVG.

- Entitlement**
- 10 Disability benefits**
- 10.1**
- 10.1.1** Insured who are at least 40 % disabled as defined by the IV before the regular retirement age are entitled to disability benefits, provided that they were insured with the Gastro-Social Pension Fund at the time the incapacity for work, the cause of which led to disability, began.
- 10.1.2** At the regular retirement age, the disability benefits are replaced by retirement benefits which at least equal the BVG disability benefits at the regular retirement age.
- 10.1.3** The GastroSocial Pension Fund reduces, withdraws or refuses its benefits if the dependant has caused or worsened the disability through gross negligence or on purpose or while perpetrating a premeditated crime or offence. The Gastro-Social Pension Fund is also not obliged to compensate the insured for any benefit refusals or reductions by the accident or military insurance.
- 10.1.4** If an insured withdraws from or resists any reasonable treatment or efforts to reintegrate into the workforce that promise a significant improvement in their earning capacity or open up new job possibilities, or if they do not of their own accord contribute to the extent that can be expected of them to this process, the benefits are reduced or refused temporarily or permanently.
- 10.1.5** The benefits (except child's pensions) are suspended if the insured is imprisoned.
- Amount**
- 10.2** The insured disability benefits are specified in the pension plan.

- Level of disability**
- 10.3** If the insured is at least 40 % disabled as defined by the Federal Disability Insurance (IV), full or partial disability benefits are paid according to the level of disability as follows:

| Level of disability | Pension claim | Non-contributory salary component |
|---------------------|-----------------------|-----------------------------------|
| less than 40 % | no pension | no waiver of contributions |
| 40 – 49 % | quarter pension | 25 % |
| 50 – 59 % | half pension | 50 % |
| 60 – 69 % | three-quarter pension | 75 % |
| 70 % and more | full pension | 100 % |

- Waiver of contributions**
- 10.4** While drawing a disability pension, the retirement assets are accrued according to the claim to a pension by the Gastro-Social Pension Fund on the basis of the applicable salary pursuant to Art. 4.3.1 (a) of the Regulations until the insured person regains the capacity to work, but at the most until the regular retirement age. These retirement assets continue to earn the same interest as for an active insured person. The contributions are waived in accordance with Art. 10.3 of the Regulations.
- Retirement account for partially disabled persons**
- 10.5** For partially disabled persons, the accrued retirement assets, when disability begins, are split into an active and a passive component on the basis of the claim to a pension pursuant to Art. 10.3 of the Regulations.
- The component of the retirement assets relating to the disability continues to be managed as for a fully disabled insured in accordance with Art. 10.4 of the Regulations, and the component relating to active employment as for an insured who is fully able to work.

Disabled person's child's pension**10.6**

10.6.1 Recipients of a disability pension whose children would be entitled to orphan's pensions in the event of their death are entitled to disabled person's child's pensions. The claim to a disabled person's child's pension occurs at the same time as the claim to a disability pension. The claim applies until the child's 20th birthday. The claim remains valid past the age of 20, but not longer than the 25th birthday for children who are still enrolled in education and children who are at least 70 % disabled. The claim lapses, at the latest, when entitlement to a disability pension lapses.

10.6.2 The amount of the disabled person's child's pension is specified in the pension plan.

11 Survivors' benefits**Provisions for spouses and registered partners****11.1**

11.1.1 The partner as stipulated in the Partnership Act is treated on the same footing as the spouse. To improve readability, spouse is the only term used in the following provisions.

11.1.2 The divorced spouse is treated on an equal footing with the spouse, provided that the marriage lasted for at least ten years and the divorce decree awarded the divorced spouse a pension pursuant to Art. 124e, para. 1 SCC or Art. 126, para. 1 SCC. However, the claim is limited to the minimum claim under the BVG. The GastroSocial Pension Fund's benefits are reduced by the amount by which it, in conjunction with survivors' benefits from the AHV, exceeds the claim under the divorce decree. Survivors' pensions paid by the AHV are only credited if they exceed the spouse's own claim to a disability pension from the IV or a retirement pension from the AHV.

Divorced spouses who were awarded a pension or lump sum payment to purchase a life annuity before 1 January 2017 are entitled to survivors' benefits under the law that applied until 31 December 2016.

Provisions for unmarried life partners**11.2**

11.2.1 Unmarried life partners who were registered with the pension fund during the lifetime of the insured person are eligible, provided that the insured officially lived with their partner in the same household at the time of death.

11.2.2 The life partner can only be registered if both the partner and the insured are unmarried or do not have a registered partner as defined by the Swiss Partnership Act. Life partners may not be related to each other. The unmarried life partner can only be registered using the relevant form, which can be obtained from the GastroSocial Pension Fund.

Partner's pension**11.3**

11.3.1 Upon the death of an insured or a pension recipient, the spouse or life partner (Art. 11.2 of the Regulations) is entitled to a partner's pension provided that on the date of death the partnership had lasted for at least five years or the partner is responsible for the maintenance of one or more children. The duration of the marriage or the registered partnership are added to the duration of a preceding life partnership (with the same official place of residence).

If the life partner registered with the pension fund is not responsible for the maintenance of one or more children, they must have been officially living together continuously for at least five years before the death in order to be eligible for a partner's pension.

- 11.3.2** The amount of the partner's pension is specified in the pension plan.
- 11.3.3** If the insured dies before drawing retirement benefits, the total amount of the voluntary purchases notified to the GastroSocial Pension Fund before the date of death, minus any outstanding advance withdrawals to finance residential property and any payments to be made under a divorce decree, is paid out to the spouse or life partner pursuant to Art. 11.2 of the Regulations.
- 11.3.4** The claim to a partner's pension lapses when the partner remarries or enters into a new registered partnership or life partnership (for which there is a claim to a partner's pension under the Regulations), or upon the death of the recipient of the partner's pension.
- 11.3.5** If there is no claim to a partner's pension, the spouse or life partner (Art. 11.2 of the Regulations) is entitled to a one-time settlement equalling the amount pursuant to Art. 11.4.3 (a) of the Regulations, but at least three times the annual partner's pension.
- 11.3.6** If no orphan's pension is due and the eligible spouse or life partner (Art. 11.2 of the Regulations) is younger than the insured person by more than ten years a reduction is made. The reduction amounts to 2.5 % for each full year beyond this age difference. The BVG minimum benefit is reserved, whereby the life partner (Art. 11.2 of the Regulations) is treated on the same footing as the spouse.

Death lump sum

- 11.3.7** If the marriage or life partnership (Art. 11.2 of the Regulations) starts when the insured person already draws a retirement pension, the regulatory or previously reduced partner's pension is reduced further. If the marriage or life partnership (Art. 11.2 of the Regulations) starts during the first year of drawing a retirement pension, the reduction is 20 %, plus a further 20 % for each additional year of drawing a retirement pension. For marriage or entry into a life partnership (Art. 11.2 of the Regulations) from the fifth year of drawing a retirement pension, there is no longer any entitlement to a partner's pension. The BVG minimum benefit is reserved, whereby the life partner (Art. 11.2 of the Regulations) is treated on the same footing as the spouse.
- 11.3.8** The GastroSocial Pension Fund reduces, withdraws or refuses its benefits if the eligible person has caused the death through gross negligence or on purpose or while perpetrating a premeditated crime or offence. The GastroSocial Pension Fund is also not obliged to compensate the insured for any benefit refusals or reductions by the accident or military insurance.
- 11.4**
- 11.4.1** If an insured or recipient of a disability pension dies before the regular retirement age and before drawing a retirement benefit and no partner's pension or settlement is due, a death lump sum is paid out.
- 11.4.2** The eligible persons are, independent of the law of succession, and in the following order:
- Group 1**
- a) Natural persons supported to a considerable extent by the insured person, provided that the insured person during their lifetime submitted a written beneficiary declaration to the GastroSocial Pension Fund; if none,

Group 2

- b) the children of the deceased insured; if none
- c) the parents.

11.4.3 The death lump sum equals:

- a) the termination benefit on the date of death, minus the present value of the other survivors' benefits that are due, if there are eligible persons pursuant to Art. 11.4.2 (a) and (b) of the Regulations;
- b) half of the interest-bearing retirement credits, half of the interest-bearing termination benefits brought into the pension fund and the total amount of voluntary purchases, if there are solely eligible persons pursuant to Art. 11.4.2 (c) of the Regulations.

Any advance withdrawals to finance residential property and payments made and still due under a divorce decree are deducted from the death lump sum.

11.4.4 The insured can change the order of beneficiaries within eligible group 2 (Art. 11.4.2 of the Regulations). If there are several beneficiaries in group 1 or group 2, the insured can determine their shares in writing; if not, the lump sum is divided equally between the beneficiaries. The last notification submitted to the GastroSocial Pension Fund applies.

11.4.5 Eligible persons pursuant to Art. 11.4.2 of the Regulations must submit their claim to the GastroSocial Pension Fund within three months after the date of death of the insured. After expiry of this period, the GastroSocial Pension Fund is authorised, with the effect of a discharge, to pay out the death lump sum to the eligible persons known to it.

Additional lump sum payable at death**11.5**

11.5.1 If an additional lump sum payable at death is insured under the pension plan and an insured or recipient of a disability pension dies, then the spouse or registered life partner (Art. 11.2 of the Regulations) shall have entitlement.

11.5.2 In the absence of persons pursuant to Art. 11.5.1 of the Regulations, the persons pursuant to Art. 11.4.2 of the Regulations shall be entitled in the same order. Notices pursuant to Art. 11.4.4 of the Regulations also apply for the additional lump sum payable at death.

11.5.3 The amount of the additional lump sum payable at death is specified in the pension plan.

Orphan's pension**11.6**

11.6.1 The children of the deceased insured person are entitled to an orphan's pension until their 20th birthday. The claim remains valid past the age of 20, but not longer than the 25th birthday, for children who are still enrolled in education or children who are at least 70 % disabled.

11.6.2 The amount of the orphan's pension is specified in the pension plan.

12 Termination benefit**Entitlement**

12.1 Insured persons who leave the GastroSocial Pension Fund before an insured event occurs are entitled to a termination benefit. The termination benefit is transferred to the pension fund of the new employer in accordance with the insured's instructions.

Amount

12.2 The termination benefit is calculated in accordance with Art. 15 FZG and Art. 17 FZG and equals the accrued retirement assets.

- Repayment obligation** **12.3** If claims for disability or survivors' benefits are asserted after the departure of the insured person, any termination benefit already paid out must be repaid. For the repayment amount that is not covered, the annual regulatory partner's pension is reduced by 4.5 %, the annual regulatory orphan's pension by 1.5 %, and the annual regulatory disability pension by 6.5 % of the missing repayment.
- Cash payment** **12.4**
- 12.4.1** In the following cases the termination benefit is paid out in cash on request of the insured:
- a) If the insured permanently leaves Switzerland and will not be subject to mandatory insurance cover in an EU or EFTA country (does not apply to the extra-mandatory vested benefits) or does not move to the Principality of Liechtenstein.
 - b) If the insured becomes self-employed as their main occupation and is no longer subject to the BVG. The cash payment is only possible within one year of taking up self-employment.
 - c) If the termination benefit equals less than one annual contribution by the insured.
- 12.4.2** The GastroSocial Pension Fund determines which documents must be submitted to prove the insured person's claim to the cash payment of the termination benefit. Insured persons who are married and those who live in a registered partnership must also obtain the certified written consent of the partner.
- Change of employer** **12.5** If the departing insured enters into a new employment relationship with another employer affiliated with the Gastro-Social Pension Fund, he/her will remain insured with the GastroSocial Pension Fund in accordance with the pension plan of the new employer.

- Maintenance of insurance cover** **12.6** If the termination benefit cannot be transferred to a new pension scheme or paid out in cash, pension cover is maintained free of contributions by the GastroSocial Pension Fund. Pension cover is provided for the amount of the interest-bearing termination benefit, an annual disability pension equalling 6.8 % of the retirement assets or a lump sum death benefit pursuant to Art. 11.4 of the Regulations, unless another pension fund is liable to pay benefits. The GastroSocial Pension Fund can charge account management fees for this service amounting to CHF 5.– per year. The insured can also request the transfer of the termination benefit to a vested benefits policy or a vested benefits account.
- Temporary extended cover after departure** **12.7** The death and disability benefits insured on departure of the employee remain unchanged insured until the beginning of a new pension relationship, but at the longest for one month.
- 13 Promotion of home ownership**
- Pledge** **13.1** The claim to pension benefits can be pledged for residential property for an insured's own use pursuant to Art. 13.3 of the Regulations.
- Advance withdrawal** **13.2**
- 13.2.1** The insured can withdraw up to three years before the regular retirement age an amount to finance residential property for their own use pursuant to Art. 13.3 of the Regulations and in compliance with Art. 30c BVG. An advance withdrawal can at most be requested once every five years, provided that the insured person is entitled to at least CHF 20'000.– and at least this amount is withdrawn. This minimum amount does not apply to the purchase of shares in a co-operative housing association.
- 13.2.2** If the advance withdrawal has been repaid in full, a new advance withdrawal can be made before the expiry of the five year-deadline pursuant to Art. 13.2.1 of the Regulations.

| | | |
|-------------------------------------|---------------|--|
| Principle | 13.3 | Until the age of 50, the amount that is available for an advance withdrawal or a pledge is limited to the termination benefit (Art. 12 of the Regulations). After their 50 th birthday, the insured can at most withdraw the termination benefit to which they would have been entitled at the age of 50, or 50 % of the current termination benefit. |
| Effect of advance withdrawal | 13.4 | |
| | 13.4.1 | An advance withdrawal leads to a reduction in the retirement and survivors' benefits. This applies for all advance withdrawals, in particular also advance withdrawals made from previous pension funds. |
| | 13.4.2 | The annual regulatory partner's pension is reduced by 4.5 % and the annual regulatory orphan's pension by 1.5 % of the advance withdrawal. There is no reduction if the advance withdrawal has been offset with a purchase in accordance with Art. 11.3.3 of the Regulations. |
| | 13.4.3 | The GastroSocial Pension Fund will put the insured in contact with an insurance company who can provide insurance for the resulting gap in pension cover. |
| Order of priority | 13.5 | If the liquidity of the GastroSocial Pension Fund is endangered by advance withdrawals, the GastroSocial Pension Fund can defer the processing of applications. Within the limits of the law, the GastroSocial Pension Fund determines the order of priority for handling the applications. |
| Costs | 13.6 | The GastroSocial Pension Fund charges a processing fee for advance withdrawals of CHF 300.–. |
| Due date | 13.7 | The GastroSocial Pension Fund will pay the advance withdrawal at the latest six months after the insured has requested the withdrawal. If the GastroSocial Pension Fund suffers a funding deficiency, it may refuse or put restrictions in terms of the amount and time of payment on advance withdrawals. The GastroSocial Pension Fund must inform the insured of the duration of such measures. |

14 Divorce or dissolution of registered partnerships

| | | |
|---------------------|---------------|---|
| Lawful basis | 14.1 | Federal law makes provision for the division of pension assets in the event of a divorce or a dissolution of a registered partnership pursuant to the Partnership Act for insured persons and recipients of a retirement or a disability pension. The judge decides on the type and amount of the transfer. Upon request, the GastroSocial Pension Fund prepares the law-compliant calculations on behalf of the insured person and/or the court. |
| Recognition | 14.2 | Termination benefits or pensions awarded during a divorce are credited in the same ratio of mandatory and other retirement assets as they were debited to the liable spouse/partner. The same applies to the debiting of outgoing payments following a divorce. |
| Repurchase | 14.3 | |
| | 14.3.1 | After a divorce, active insured persons can repurchase the termination benefit transferred to the spouse. The amounts repaid are credited at the same ratio as they were debited to the mandatory retirement assets and other retirement assets. |
| | 14.3.2 | After a divorce, recipients of disability pensions can repurchase the termination benefit transferred to the spouse (Art. 124, para. 1 SCC) as part of the accruing retirement assets. The provisions on voluntary purchases (Art. 5.4 of the Regulations) apply mutatis mutandis. The amounts repaid are credited at the same ratio as they were debited to the mandatory retirement assets and other retirement assets. |

Reduction of benefits**14.4**

14.4.1 If the insured retires during current divorce proceedings, the GastroSocial Pension Fund reduces the termination benefit to be transferred under Art. 123 ZGB and the retirement pension by the amount by which the pension payments would have been lower until the divorce decree took effect if the calculation had been based on the accrued assets minus the termination benefit that must be transferred. The reduction is divided equally between the two spouses.

14.4.2 If an insured draws a disability pension and reaches the regulatory retirement age during current divorce proceedings, the GastroSocial Pension Fund reduces the termination benefit pursuant to Art. 124 para. 1 ZGB and the pension by the amount by which the pension payments would have been lower for the period ranging from the date on which the insured reached the regulatory retirement age to the date on which the divorce decree took effect, if the calculation had been based on the accrued assets minus the termination benefit that must be transferred. The reduction is divided equally between the two spouses.

14.4.3 If, as a result of divorce, a share of the termination benefit of the recipient of a disability pension who has not yet reached regular retirement age is transferred to the divorced spouse, their retirement accounts as well as their retirement benefits are reduced. Disability pensions and any disabled person's child's pensions (including future pensions) that are current at the time the divorce proceedings are instigated will not change. The BVG disability pension, however, is reduced by the amount of the termination benefit as of the date of initiation of divorce proceedings.

14.4.4 If the recipient of a retirement or disability pension divorces after the regular retirement age and a share of the pension is transferred to the divorced spouse, the insured's pension benefits will be reduced proportionally. A current claim to a disabled person's or pensioner's child's pension at the time the divorce proceedings are instigated will not change. Any claims to survivors' benefits are calculated on the basis of the actual pension payments that are still paid following the division of pension assets, subject to payment of an orphan's pension which replaces a child's pension not affected by the division of pension assets. The pension share allocated to the divorced spouse does not trigger any further claims to benefits from the GastroSocial Pension Fund.

Payment of an allocated pension share**14.5**

The termination benefit to be transferred as part of the division of pension assets during a divorce is transferred to the pension fund or vested benefits institution of the eligible partner. The pension share to be transferred is converted into a lifelong pension pursuant to Art. 19h FZV and is transferred to the pension fund or vested benefits institution of the eligible partner. The transfer includes the pension due for a calendar year and is carried over annually until 15 December of the year concerned. The pension can be paid out in cash in accordance with Art. 22e FZG.

The lifelong pension pursuant to Art 124a SCC is transferred in the form of a pension. Upon request, it can also be transferred as a lump sum.

15 Obligation to pay contributions

Beginning and end

- 15.1** The obligation to pay contributions for active insured persons starts upon enrolment with the GastroSocial Pension Fund and ends upon termination of the employment relationship. The contribution obligation of insured persons who are unable to work is governed by Art. 15.2 of the Regulations.

Incapacity for work

- 15.2**
- 15.2.1** The insured is released from the obligation to pay contributions after three months of uninterrupted incapacity to work until the end of the incapacity period, but at the latest until the end of the employment relationship or until reaching the normal retirement age. The waiver of contributions is always limited to 720 days, including the waiting period of three months. From the date of drawing a disability pension, the waiver of contributions is governed by Art. 10.4 of the Regulations.

- 15.2.2** The GastroSocial Pension Fund continues to accrue the savings assets free from contributions on the basis of the pensionable salary that applied before the incapacity for work occurred.

The contributions are waived according to the level of the incapacity for work, as follows:

| Level of incapacity for work | Non-contributory salary component |
|------------------------------|-----------------------------------|
| less than 49 % | no waiver of contributions |
| 50 – 69 % | 50 % |
| 70 – 100 % | 100 % |

Payment methods

- 15.3**
- 15.3.1** Contributions are collected on a monthly, quarterly, half-yearly or yearly basis. The employer deducts the employee contributions from their salaries, continued salary payments or salary replacement payments.

- 15.3.2** The GastroSocial Pension Fund can require advance payments from the employer based on the number of persons to be insured as specified in the affiliation agreement or the settled payroll total for the previous year.

Basic contributions

- 15.4** The basic contributions comprise the savings and risk contributions (risk, administrative and Security Fund expenses).

Amount

- 15.5**
- 15.5.1** The amount of the contributions is set out in the pension plan.
- 15.5.2** The insured pays 50 % of the contributions at most. Self-employed individuals must pay the total contribution themselves.

Unpaid interruption of work

- 15.6**
- 15.6.1** Insured persons who are fully capable of working can, with the consent of the employer, continue their current insurance during unpaid leave, study leave or other periods that need to be bridged, provided that the total contributions or at least the risk contributions are paid. The required application must be submitted before the period of work interruption starts. For employees, contributions are charged to the employer, irrespective of whether the employer participates in it or not.
- 15.6.2** The insurance is continued under the condition that there are no other pension relationships and that insurance cover is not continued past the regular retirement age. Insurance cover can be continued for a maximum of 12 months.

Employer contribution reserves**15.7**

15.7.1 The affiliated employer can accumulate employer contribution reserves with the GastroSocial Pension Fund and can use these funds to pay future employer contributions.

Employer contribution reserves cannot be paid back to the employer.

15.7.2 If the employer is in default with contribution payments, the GastroSocial Pension Fund can refuse the accrual of contribution reserves.

15.7.3 In the case of arrears, the GastroSocial Pension Fund is entitled to deduct any outstanding claims against the employer from the employer contribution reserves.

15.7.4 If the affiliation agreement is terminated, the employer contribution reserves are transferred to the new pension fund (see Art. 2.5.1 of the Regulations). Should this not be possible, they will be dissolved and credited to the insured of the affiliated employer where possible. If they cannot be credited to the insured of the affiliated employer, they are allocated to the pension assets of the GastroSocial Pension Fund.

15.7.5 In the event of the employer's liquidation or bankruptcy, any account balance will, firstly, be used to cover outstanding contributions (employer and employee contributions) and any expenses incurred (fees, collection costs) as well as costs pursuant to Art. 2.5.2 of the Regulations and, secondly, will be liquidated and credited to the insured of the affiliated employer if possible. If they cannot be credited to the insured of the affiliated employer, they are allocated to the pension assets of the GastroSocial Pension Fund.

16 Financial equilibrium**Pension actuary**

16.1 The financial position of the GastroSocial Pension Fund is reviewed every year in accordance with actuarial principles by an accredited pension actuary.

Restructuring measures**16.2**

16.2.1 In the event of a funding deficiency pursuant to Art. 44 BVV 2, the Board of Trustees shall take the necessary measures in cooperation with the pension actuary. In particular, they may adjust the rate of interest on the retirement assets, the financing and the benefits to suit the funds available. The principle of proportionality must be respected.

16.2.2 If these measures do not result in meeting the restructuring objectives, the GastroSocial Pension Fund may demand that insured persons and employers pay contributions to correct the funding deficiency. The amount paid by the employer must be at least equal to the total contributions paid by the insured persons. A contribution may only be collected from pension recipients on the part of the pension that was created in the last ten years before introduction of the measure through increases not prescribed by law or regulation and which does not affect the minimum benefits under the BVG. The pension amount upon entitlement will remain the same. The contribution of the pension recipients is deducted from their current pensions.

16.2.3 If the above measures turn out to be insufficient, the Gastro-Social Pension Fund may decide to pay a maximum of 0.5 % less interest on the BVG retirement capital than prescribed in Art. 15 BVG for the duration of the funding deficiency, but for no more than five years.

16.2.4 For as long as the GastroSocial Pension Fund suffers a funding deficiency, all requests for advance withdrawals for the repayment of mortgage loans will be refused. Advance withdrawals can only be refused for as long as the funding deficiency persists. If the insured is refused payment the GastroSocial Pension Fund will inform them of the duration and extent of the measure.

17 Obligations of the GastroSocial Pension Fund

Individual pension relationship

17.1

17.1.1 The insured persons, pension recipients and affiliated employers have the right to request information about their individual pension relationships from the GastroSocial Pension Fund at any time.

17.1.2 The GastroSocial Pension Fund can send the information for the insured to the employer's address, making sure that the provisions of data protection legislation are observed.

Periodic information

17.2

17.2.1 The pension certificate confirming the personal pension relationship is issued every year. The pension Regulations are made available in electronic format or can be ordered from the GastroSocial Pension Fund.

17.2.2 The GastroSocial Pension Fund informs the insured persons, pension recipients and affiliated employers in an appropriate form about its activities, organisation and financial situation.

Confidentiality obligation

17.3

All persons who have access to the data of the GastroSocial Pension Fund are bound to strictest confidentiality. The obligation to maintain confidentiality continues to apply even after the termination of their activities.

Liability

17.4

Liability for the obligations of the GastroSocial Pension Fund is limited exclusively to the GastroSocial Pension Fund's assets.

18 Obligations of the employer and self-employed individuals

Obligation to notify

18.1

18.1.1 The employer must notify the GastroSocial Pension Fund of all employees subject to the insurance obligation and provide all the required information.

18.1.2 The employer must submit the salary declarations at least once a year. If the required documents are not provided, the GastroSocial Pension Fund is entitled to use the salary declarations submitted to the competent compensation fund for the collection of contributions.

18.1.3 The employer must, in particular, register the employees from the date according to which a medical examination is required under the pension plan (Art. 3.4.1 of the Regulations).

The insured person's information

18.2 The employer must forward all information concerning the pension relationship received from the GastroSocial Pension Fund to the persons insured without delay.

Sanctions

18.3

18.3.1 If the employer is late in paying contributions or does not deliver the requested documents in time or incompletely, the GastroSocial Pension Fund can levy fees and interest on arrears of up to 5% (pursuant to Art 105 SCO) on the employer. In serious cases the GastroSocial Pension Fund can cancel the insurance cover for the employer and exclude the employer from the GastroSocial Pension Fund with a notice period of 30 days at the end of a month.

18.3.2 The GastroSocial Pension Fund has the right to withdraw from the agreement retroactively within three months of finding out that the business establishment failed to notify it of persons incapable of working or benefit cases when the agreement was concluded.

18.3.3 The GastroSocial Pension Fund has the right to withdraw from the agreement retroactively within three months, or to terminate the agreement with three months' notice if joining the GastroSocial Compensation Fund was planned but this was not confirmed by the employer, or payment of membership could not be proven.

18.3.4 The fees pursuant to Art. 18.3.1 of the Regulations are comprised as follows:

| | |
|--------------------------|----------|
| 1 st reminder | CHF 10.– |
| 2 nd reminder | CHF 20.– |
| 3 rd reminder | CHF 30.– |
| Debt collection fees | CHF 50.– |

- Liability**
- 18.4** If the employer or self-employed individual fails to comply with its obligations according to these Regulations, BVG or L-GAV or if he fulfils these in a deficient manner, they are liable for the resulting loss or damage and must pay the costs incurred by the GastroSocial Pension Fund for the extra work caused.

- Obligation to provide information**
- 19** Obligations of the insured and eligible beneficiaries
- 19.1**
- 19.1.1** The insured persons, pension recipients and their survivors are obliged to provide all the information required by the GastroSocial Pension Fund truthfully, automatically and without delay. The GastroSocial Pension Fund can request submission of all the documents needed to prove a claim. If the examination of the claim is not possible due to a breach of the obligation to cooperate, the GastroSocial Pension Fund is entitled not to respond to the application for benefits.
- The following in particular must be reported without delay:
- a) Income that leads to a change in the benefit obligations of the GastroSocial Pension Fund (Art. 8.2 of the Regulations)
 - b) A change in the level of disability or the return of an insured's capacity to work
 - c) The death of a pension recipient
 - d) Remarriage or the start of a new partnership for recipients of a partner's pension
 - e) The end of education and the ability to start working of a child for whom a pension is paid
 - f) Moving abroad
- 19.1.2** Insured persons who under a division of pension assets as the result of a divorce are entitled to a lifelong pension must inform the GastroSocial Pension Fund of their claim, providing the name of the pension fund of the liable divorced spouse/partner.

- 19.1.3** If an insured, who is entitled to a lifelong pension under a division of pension assets as the result of a divorce, transfers from the GastroSocial Pension Fund to another pension fund, the insured must inform the pension fund of the liable spouse/partner of the change in pension fund by 15 November of the year in question, at the latest.
- Medical examinations** **19.2** The GastroSocial Pension Fund can request the insured person to submit to a medical examination by a doctor appointed by the GastroSocial Pension Fund. If the insured does not meet this obligation only the minimum benefits pursuant to the Scala Basis pension plan will be paid.
- Liability** **19.3** The GastroSocial Pension Fund does not accept any liability for the consequences of a breach of the above obligations.

20 Legal disclaimer

- Original text** **20.1** The German text as the original text of these Regulations shall prevail for all interpretations of the Regulations.
- Disputes** **20.2** Disputes regarding the interpretation or application of these Regulations between the Board of Trustees, on the one hand, and the insured or the eligible person, on the other, shall be settled by the cantonal court in accordance with Art. 73 BVG. The place of jurisdiction is the Swiss domicile or place of residence of the defendant or the location of the employer who employed the insured person.

21 Omissions in the Regulations

Where the Regulations do not contain sufficient provisions to settle a matter, the GastroSocial Pension Fund shall make a decision that complies with the purpose and objectives of these Regulations. Statutory provisions and instructions of the authorities must be observed.

The GastroSocial Pension Fund may deviate from the provisions of these Regulations in special cases if their application would cause hardship to the parties in question and if the deviation complies with the GastroSocial Pension Fund's purpose and objectives.

22 Transitional provisions

Art. 2.5.2 of the Regulations, 15.7 of the Regulations and 16.2 of the Regulations will come into force for the first time on 1 January 2020 and will apply to all new affiliated employers from 1 January 2020. For employers already affiliated as at 31 December 2019, they will apply from the day after the next possible termination date (usually 1 July of the calendar year in question).

23 Amendments and entry into force

- Amendments** **23.1** The Board of Trustees can amend these Regulations at any time in compliance with the legal provisions and the Foundation's purpose. The Regulations are adjusted to changes to the law when needed.
- Amendments to the Regulations are notified to the supervisory authority.
- Entry into force** **23.2** These Regulations enter into force on 1 January 2020 and replace all previous versions of the Regulations.

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The printed matters are released in German, French, Italian and English and are also available on the website at gastrosocial.ch/download.

The German version of the regulations is decisive.

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