

GEMINI Sammelstiftung c/o Avadis Vorsorge AG Zollstrasse 42 Postfach 8031 Zürich GEMINI Sammelstiftung c/o Avadis Vorsorge AG Zollstrasse 42 Postfach 8031 Zürich

# Agreement on continued insurance after withdrawal from compulsory insurance in accordance with Art. 47a OPA

between

# **GEMINI** Collective Foundation

and

Employee benefits u	nit			
Company				
Fund type	☐ Pension fund	☐ Management scheme/supplementary fund		
Insured person				
Surname				
First name				
OASI number		Insurance number	Gender	
Date of birth		Marital status		
Address				
Postcode and city				
1 obtoods and only				



# 1. Basic principles

- 1.1 This individual agreement governs the continued insurance of a member whose compulsory insurance ends after their 58th birthday due to the termination of their employment by the employer (continued insurance as per Art. 47a of the Federal Law on Occupational Retirement, Survivors' and Disability Benefit Plans, BVG).
- 1.2 This agreement is based on the Framework Regulations and the pension plan applicable at the time the employment is terminated. In the event of inconsistencies between this agreement and the Framework Regulations, the provisions of the Framework Regulations take precedence.
- 1.3 Residence in Switzerland is a prerequisite for continued insurance.

#### 2. Start of continued insurance

2.1 Continued insurance cover will start on the day following the termination of employment, i.e., on

# 3. Scope of continued insurance and benefits

3.1 The member may exclusively opt for continuation of their insurance against the risks of death and disability (without savings contributions) or, additionally, for the further accrual of their retirement assets (with savings contributions). Irrespective of their choice, the savings capital will continue to accrue with interest.

## Choice of insurance:

Continuation of risk insurance
Continuation of risk insurance and further accrual of retirement assets with savings contributions

Once the member has decided in favour of continued risk insurance, it will no longer be possible for them to further accrue retirement assets at a later date. However, they still have the option to make voluntary buy-ins up to the maximum retirement benefits provided there is a buy-in shortfall.

3.2 The amount of the insured salary is based on the last reported annual salary before the termination of employment. The member also has the one-time option of choosing a lower reported salary at the start of their continued insurance.

Reported annual salary on termination of employment:

CHF
Choice of annual salary:
☐ Continuation of last reported annual salary
☐ Choice of a lower annual salary of
CHF

# 4. Financing

- 4.1 Member contributions are due at the end of each month and will be invoiced by the Foundation on a monthly basis.
- 4.2 If a member fails to transfer the contributions within 14 days of one reminder from the Foundation, the Foundation will terminate the continued insurance as of the date of the last contribution payment.

#### 5. End

- 5.1 Continued insurance cover will end:
  - a) upon admission to a new employee benefits institution, provided more than two-thirds of the termination benefit is required to buy into the full benefits under the new institution's benefit rules;
  - b) when members reaches retirement age, or in the case of early withdrawals of retirement benefits;
  - c) upon termination by the member at the end of a month in compliance with a 14-day notice period;
  - d) upon occurrence of the risk of disability;
  - e) upon occurrence of the risk of death;
  - f) upon termination by the Foundation in the event of outstanding contribution payments as of the date of the last payment (see paragraph 4.2).



- 5.2 In the event of termination by either the Foundation or the member, the member is entitled to the retirement benefits. If a member joins a new employee benefits institution, their termination benefit will be transferred.
- 5.3 If the continued insurance lasts for more than two years, the insurance benefits will be drawn in the form of a pension and the termination benefit may no longer be withdrawn early or pledged to finance home ownership. This is subject to the provisions under the Regulations that stipulate the exclusive payment of benefits as a lump sum.

### 6. Reporting requirements

- 6.1 The member undertakes to provide the Foundation with all information and documents necessary for the provision of employee benefits in due time and without prior request.
- 6.2 In addition to the reporting requirements set out in the Framework Regulations, the member must specifically provide the following information:
  - a) written evidence that their employment has been terminated by the employer;
  - b) admission to a new employee benefits institution due to new employment;
  - c) statement issued by the new employee benefits institution specifying the amount of the maximum buy-in into the benefits under the regulations, including insurance certificate;
  - d) any incapacity for work that lasts for more than 3 months or any change in the degree of disability;
  - e) change in place of residence or correspondence address;

- f) change in marital status.
- 6.3 The member is liable for the costs and consequences of any infringements of the reporting requirements.

#### 7. Formalities / deadlines

- 7.1 The member is required to submit their request for continued insurance to the Foundation within one month of the termination of their employment.
- 7.2 The Foundation must have received the agreement with the member's signature no later than one month after the termination of the member's employment.

#### **GEMINI Collective Foundation**

Zurich,

Signature

•				
Signature				
Signature				
Signature				
Signature				
Insured person				
Place, date				