



Regulations on partial liquidation

Vita Select

**Vita Select Collective Foundation
of Zurich Life Insurance Company Ltd, Zurich**

Contents

Regulations on partial liquidation	3
1 Objective	3
2 Partial liquidation of the Foundation	3
3 Partial or total liquidation of a pension fund	3
3.1 Principle	3
3.2 Collective claim to provisions	3
3.3 Conditions for a partial liquidation	3
3.4 Conditions for a total liquidation	4
3.5 Key date	4
3.6 Calculation of non-committed funds as well as of provisions	4
3.7 Distribution of the unrestricted assets as well as of provisions	4
3.8 Procedure	5
3.9 Cost participation	5
3.10 Non-regulated cases	5
3.11 Issuance and amendments	5
3.12 Effective date	5

Regulations on partial liquidation

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1 Objective

These regulations govern the conditions and procedure to be adopted for the partial liquidation of the Vita Select Collective Foundation of Zurich Life Insurance Company Ltd (hereinafter referred to as the "Foundation") and of its affiliated pension funds. The conditions in Art. 53c BVG, Art. 53d BVG and Art. 23 FZG shall apply in the event of total liquidation of the Foundation.

2 Partial liquidation of the Foundation

With the exception of the foundation capital financed by the founding company, the Foundation disposes of no foundation assets. Rather, each affiliated pension fund draws up its own balance sheet and operating statement. In the event of a partial liquidation of the Foundation as a consequence of the termination of affiliation agreements, no additional claim thus exists to the Foundation's collective assets.

3 Partial or total liquidation of a pension fund

3.1 Principle

¹ In the event of a partial or total liquidation of a pension fund, the pension savings of the departing plan participants shall be increased by an individual or collective share of the non-committed funds of the pension fund.

² Based on Art. 19a FZG [Federal Act on the Vesting of Occupational Old Age, Survivors' and Invalidity Benefits], the Foundation provides the departing insured person notwithstanding Articles 15 and 17 FZG with the effective value of the pension savings at the time of departure. Accordingly there are no individual deficits.

3.2 Collective claim to provisions

¹ If several insured persons transfer together to a different pension plan (collective departure) there is, in addition to the claim to the unrestricted assets, also a collective pro rata claim to the provisions held at pension plan level.

² Reserves may only be claimed if the technical risks are transferred as well.

3.3 Conditions for a partial liquidation

¹ The conditions for the partial liquidation of a pension fund shall be fulfilled if:

- a) the workforce of the affiliated employer is substantially reduced for economic reasons, and this measure results in the involuntary departure of a substantial number of the active plan participants or the withdrawal of a substantial share of the pension savings of the pension fund, or
- b) the company of the affiliated employer is restructured, which results in the involuntary departure of a substantial number of the active plan participants or the withdrawal of a substantial share of the pension savings of the pension fund, or
- c) the affiliation agreement is partly annulled (i.e. only active plan participants leave the pension fund).

² The workforce reduction is considered to be substantial – depending on the number of active plan participants before the workforce reduction or restructuring – if the following reductions in the number of active plan participants and termination benefits result:

- a) Contract for up to 5 insured persons: at least 2 involuntary departures;
- b) Contract with 6 to 10 insured persons: at least 3 involuntary departures;
- c) Contract with 11 to 25 insured persons: at least 4 involuntary departures;
- d) Contract with 26 to 50 insured persons: at least 5 involuntary departures;

- e) Contract with over 50 insured persons: at least 10 % involuntary departures.

In addition to the reduction of the actively insured persons (a–e), at least 10% of the vested benefits of the active insured persons must leave the pension plan.

³ When restructuring the affiliated employer's company, the following involuntary reductions of the active insured persons and termination benefits apply:

- a) Contract for up to 5 insured persons: at least 2 involuntary departures;
- b) Contract with 6 to 10 insured persons: at least 3 involuntary departures;
- c) Contract with 11 to 25 insured persons: at least 4 involuntary departures;
- d) Contract with 26 to 50 insured persons: at least 5 involuntary departures;
- e) Contract with over 50 insured persons: at least 10 % involuntary departures.

In addition to the reduction of the actively insured persons (a–e), at least 10 % of the vested benefits of the active insured persons must leave the pension plan.

Company restructuring is understood to mean measures taken by employers, the primary objective of which is not to cut jobs and lay off employees. Rather, these are organizational measures through which jobs hitherto performed by the company itself are discontinued or entire areas of operations are transferred to another company.

⁴ The start of a workforce reduction or restructuring is deemed to be the departure date of the plan participant who is the first to leave the company and the pension fund involuntarily as a result of the company's decision. The end is deemed to be the departure date of the plan participant who is the last person to leave the company and the pension fund involuntarily.

⁵The departure of a plan participant is deemed to be involuntary if their working relationship is terminated by the employer. A departure is also deemed to be involuntary if the plan participant gives notice within six months of being informed of the reduction in the workforce or the restructuring in order to pre-empt notice being given by the employer or because they do not accept the new employment conditions offered.

⁶If the non-committed funds amount to less than 5 % of the pension savings (as of the key date of the partial liquidation) of the active plan participants remaining in the pension fund and if it amounts to less than an average of CHF 1,000 per person in this group, no non-committed funds are distributed.

3.4 Conditions for a total liquidation

The condition for a total liquidation is the complete termination of the affiliation agreement (i.e. all active plan participants and any pensioners leave the pension fund).

A total liquidation is waived, however, if:

- a) the pension fund changes the pension institution completely or
- b) the pension fund at the time of the termination of the affiliation agreement has neither active plan participants nor pensioners (liquidation of an “empty” contract).

3.5 Key date

¹In the case of partial liquidation due to headcount reduction or restructuring, the balance sheet date – i.e. the December 31 prior to commencement of the calendar year in which the headcount reduction or the company restructuring starts – is deemed the cut-off date for determining the unrestricted assets.

²The date of the partial or full termination of the affiliation agreement is deemed the cut-off date for the partial or full termination of the affiliation agreement.

³This cut-off date applies for determining the amounts involved in the case of the unrestricted assets and provisions.

3.6 Calculation of non-committed funds as well as of provisions

¹In principle, the actuarial and commercial balance sheets drawn up in accordance with Swiss GAAP ARR 26, which provide a true and fair view of the pension fund’s financial situation based on market values, form the basis for determining the unrestricted assets and provisions. The valuation of assets and liabilities shall be performed in accordance with professional and consistently applied principles.

The creation of reserves shall be governed by the regulations issued for this purpose.

²Reserves shall only be transferred proportionally to departing plan participants if the transfer to a new pension provider is made on a group basis (as per sub-paragraph 3.7, para. 12) and if technical risks are also transferred.

³If the unrestricted assets and provisions of the pension fund should change by in excess of 10 % between the cut-off date of the partial liquidation and the transfer of the funds, the funds to be transferred shall be adjusted accordingly. The basis for such a decision shall be the amount of the non-committed funds as per sub-paragraph 3.6, para. 1, which shall be created as of December 31 of the year following the key date of the partial liquidation.

3.7 Distribution of the unrestricted assets as well as of provisions

¹A distinction is made between the remaining and the departed insured persons for the distribution of the unrestricted assets as well as of provisions. The group of remaining insured persons comprises those who on the cut-off date of the partial liquidation and at the end of the subsequent calendar year were still among the participants of the pension fund. The group of departed insured persons includes those who were part of the pension fund on the date of the partial liquidation and who left involuntarily by the end of the following calendar year.

²The group of departed plan participants is also subdivided into individual and collective transfers.

³Collective transfers are those involving the collective transfer of several or all plan participants to a new pension plan.

⁴The Advisory Committee decides on a collective claim to provisions in the event of a collective departure. When assessing the claim, it shall take the premium paid by the departing collective for creating the provisions into consideration. If the fluctuation reserves and provisions were formed exclusively using premiums or investment income of those remaining in the collective or using contributions paid by the employer, then no claim to these funds shall exist.

⁵If the partial or total liquidation was caused by the collectively departing group, then no claim to provisions shall exist.

⁶In the event of a collective claim to provisions, these funds shall be transferred on a collective basis to the new pension plan.

⁷The distributions of the non-committed funds as well as the provisions to the groups of remaining and departed plan participants shall in each case take place proportional to the total pension savings existing on the key date of the partial liquidation.

⁸The non-committed funds allocated to the remaining plan participants in the pension fund shall remain in full in the pension fund.

⁹The non-committed funds of the departed plan participants shall be allocated according to the distribution plan. These funds shall be distributed primarily between:

- a) the active plan participants as of the key date of the partial or total liquidation on the basis of their total pension savings, and
- b) the affiliated pensioners as of the key date of the partial or total liquidation on the basis of ten times their annual pensions. The pensioners will not be taken into consideration if the average share per pensioner amounts to less than CHF 6,000.

Pensioners are all recipients of an annuity or spouse’s, registered partner’s, orphan’s or disability pension.

For the purpose of these regulations, disabled insured persons without a current pension entitlement are treated as actively insured persons in accordance with the Foundation's pension regulations.

The fund manager may, exceptionally, dispense with the consideration of pensioners when allocating the unrestricted assets if he proves that they have not made a significant contribution to the creation of the available unrestricted assets in the five years prior to the partial or total liquidation. The expert for occupational retirement provision must confirm the circumstances.

If the pensioners are not taken into consideration, their share of the unrestricted assets of the pension fund is allocated to the active and disabled insured persons and their share of the claims of the pension fund from a partial liquidation of the Foundation remains with the Foundation.

¹⁰The non-committed funds or deficiency of active plan participants shall subsequently be determined in proportion to the pension savings.

¹¹The pensioners' unrestricted assets are divided on the basis of the sum of ten times the annual pensions and paid out in cash as a one-off capital payment.

¹²If a group of at least 10 plan participants transfers to a new pension fund (collective departure), the transfer of their share of the unrestricted assets and claim to provisions is made on a group basis.

¹³In the other cases, the unrestricted assets are credited individually to the pension savings or to the pension coverage capital whereby the allocation of the unrestricted assets is undertaken to the active insured persons proportionate to the pension savings.

3.8 Procedure

¹The employer shall inform the Foundation immediately of any reduction in the workforce or restructuring of the company that may result in a partial liquidation.

²The determination of the need to carry out a partial liquidation in the

event of a reduction in the workforce or a restructuring of the company rests with the Administration Committee. In the event of a partial or total termination of an affiliation agreement, the partial or total liquidation shall be triggered without any additional waiting period.

³If the conditions for a partial or total liquidation of a pension fund are fulfilled, the Foundation shall inform the Administration Committee about the situation as they have established it and the next steps to be taken. The Administration Committee shall pass on this information to the plan participants.

⁴As soon as the distribution plan has been drawn up and the declaratory resolution of the Administration Committee on the partial or total liquidation passed, the Foundation shall inform the Administration Committee in particular with regard to the resolution on the partial or total liquidation, the amount of the non-committed funds or provisions to be distributed, as well as the distribution plan. The Administration Committee shall pass on this information to the plan participants.

⁵The persons affected have the right to examine the documentation on the premises of the Foundation and, if necessary, appeal against the decision of the Administration Committee within 30 days of delivery of the information.

⁶If the existing differences cannot be resolved amicably, the Foundation shall set the persons affected a deadline of 30 days to have the supervisory authority verify and rule on the conditions, procedure and distribution plan.

⁷The distribution plan shall only apply once it becomes legally valid. It shall be deemed legally valid if:

- a) no objections have been raised, or
- b) all objections have been resolved amicably, or
- c) a legally enforceable decree is issued by the supervisory authority.

3.9 Cost participation

¹For expenses in connection with the partial liquidation of a pension fund and for expert opinions in connection with the settlement of appeals and complaints, contributions to costs may

be charged to the affected pension plan. The costs are incorporated into the effectively billed fee.

3.10 Non-regulated cases

Any cases not expressly regulated by these regulations shall be dealt with *mutatis mutandis* by the Foundation in accordance with the legal provisions.

3.11 Issuance and amendments

These regulations have been issued by the Foundation Council and have been approved by the supervisory authority.

3.12 Effective date

These regulations shall enter into force following the approval of the competent supervisory authority. They replace the version dated January 2014.

The regulations valid at the time when the relevant circumstances occurred are applicable. This point in time coincides with the end of the staff reduction or restructuring, or with the dissolution date in the case of a partial or full termination of the affiliation contract.

Zurich, May 2018

Vita Select Collective Foundation of Zurich Life Insurance Company Ltd

The Foundation Council