

Support agreement for partner / Beneficiary declaration for partner

Please find enclosed the support agreement for the beneficiary of your partner in case of death.

We ask you to fill out and sign the form and return it to us. Please note the following:

- With the enclosed support agreement, you make your partner the beneficiary of a **partner's pension** in the event of your death in accordance with Art. 16 of the pension fund regulations (provided the requirements for entitlement are met).
- At the same time, you have the option to make your partner the beneficiary of a **lump-sum death benefit** in accordance with Art. 18 of the pension fund regulations in the event of your death before retirement. Alternatively, the lump-sum death benefit would be paid out to any other beneficiaries under the regulations (see back of the support agreement). For the beneficiaries pursuant to Art. 18 para. 1 letter c (children, parents and siblings), the amount of the **lump-sum death benefit** is **lower** than for the beneficiaries pursuant to letter b (partners or persons who received substantial assistance from you), provided that none of the children is entitled to an orphan's pension.
- **The support agreement must be sent to us before your death and before your retirement.**
- **We will only check the entitlement to benefits after your death.**

Upon receipt of the form, we will send you an acknowledgement of receipt.

Do you have any questions? Don't hesitate to contact us.

Best regards,
comPlan

Support agreement

For the beneficiary of the partner in the event of death in accordance with the Pension Fund regulations Art. 16 and Art. 18 Para. 1b and 3

Between the **insured person**

and the **partner**

Name / First name

Name / First name

.....

.....

Street and no. / Postcode and town

Street and no. / Postcode and town

.....

.....

.....

Date of birth / Social insurance number

Date of birth / Social insurance number

.....

.....

Marital status

Marital status

.....

.....

1. The purpose of this agreement is to settle any claims to survivors' benefits from comPlan in accordance with the Pension Fund regulations Art. 16 and Art. 18 para. 1b and 3.
2. The parties have been informed of and have taken note of the regulatory provisions on benefits for partners (see overleaf) and their benefit requirements.
3. The parties agree that they are unrelated pursuant to Art. 95 of the Civil Code, they have lived/live together continuously in the same household (same registered place of residence)

since(date) or

as of(date / if moving in together in the future)

and (will) support each other and/or

are financially responsible for one or more common children.

4. The parties wish the partner to receive the following benefits in the event of death:

The partner's pension as well as any lump-sum death benefit or

Only the partner's pension. Any lump-sum death benefit shall go to any other beneficiaries under the regulations.

Place and date

Signature of **insured person**

Signature of **partner**

.....

.....

We hereby confirm receipt of the support agreement. The regulatory and statutory provisions at the time of death are decisive for the payment of benefits.

Place and date

comPlan

.....

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Extracts from the Pension Fund regulations, valid as of 01/01/2023

Partner's pension (Art. 16)

- 1 In the event of the death of an insured member, the surviving partner is entitled to a partner's pension if the partner
 - is **financially responsible for one or more common children**; or
 - has **reached the age of 40** and **lived together continuously with the deceased person in the same household** for at least five years at the time of the insured person's death (the same registered place of residence).

Both partners must be unmarried at the time of death (with each other or with a third person). Entitlement to a partner's pension is not granted if the partnership is entered into after the retirement of the insured member. Entitlement to the partner's pension exists only if proof of the partnership can be provided in the form of a written mutual support agreement signed by both parties. This agreement must be submitted to the Pension Fund prior to the insured member's retirement and death. In case of occurrence of the insured event, the Pension Fund will decide only at that time whether the entitlement conditions for the partner's pension are fulfilled.
- 2 Entitlement to the partner's pension commences on the first day of the month following the date of death
- 3 Entitlement expires on the marriage or death of the surviving partner.
- 4 The amount of the partner's pension is determined pursuant to Art. 15 Paras. 5 and 6.
- 5 **There is no entitlement to a partner's pension if the partner already receives a spouse's or partner's pension from another pension scheme. In addition, there is no entitlement to a partner's pension if the Pension Fund at the same time pays a spouse's pension.**

Lump sum payable on death (Art. 18)

- 1 If an insured member dies before retirement, or if the recipient of a disability pension dies before the age of 65, surviving dependants are entitled to a lump sum payable on death, independently of inheritance rights, in the following order of priority:
 - a the **spouse entitled to a spouse's pension** as per Art. 15 Para. 1; in the absence of such,
 - b the **partner entitled to a partner's pension** as per Art. 16 Para. 1 or **persons who received substantial assistance from the insured member (with the exception of divorced spouses)**; in the absence of such,
 - c **all children** of the deceased; in the absence of such, their **parents**; in the absence of such, their **siblings**.
- 2 The amount of the lump sum payable on death to the **beneficiaries under a and b as well as children receiving an orphan's pension under c corresponds to 100% of the insured salary plus**:
 - **buy-ins** in accordance with Art. 8 Para. 2 (without interest), **retirement credits in excess of "Standard"** in accordance with Art. 7 Para. 4 (with interest) as well as **personal financing of the retirement pension shortfall due to early retirement** in accordance with Art. 11 Para. 1 (without interest);
 - less early **withdrawals for financing residential property ownership and payments of pension compensation in the context of a divorce** made during the insurance period at the Pension Fund and not yet repaid.

For the **beneficiaries as per c (if there are no children receiving an orphan's pension)**, the lump sum payable on death corresponds to:

 - **buy-ins** in accordance with Art. 8 Para. 2 (without interest), **retirement credits in excess of "Standard"** in accordance with Art. 7 Para. 4 (with interest) as well as **personal financing of the retirement pension shortfall due to early retirement** in accordance with Art. 11 Para. 1 (without interest);
 - less early **withdrawals for financing residential property ownership and payments of pension compensation in the context of a divorce** made during the insurance period at the Pension Fund and not yet repaid.

In case of partially retired and partially disabled persons, Art. 10 Para. 2 and Art. 21 Para. 3 apply analogously to the calculation of the lump sum payable on death (with regard to insured salary, buy-ins, withdrawals for financing residential property ownership etc.).
- 3 **There is no entitlement to a lump sum payable on death for beneficiaries as per Para. 1 b if they receive a spouse's or partner's pension from another Pension Fund.** Furthermore, beneficiaries as per Para. 1 b are only entitled to the lump sum payable on death if the deceased submitted a written beneficiary declaration during lifetime to the Pension Fund.
- 4 **In the event that there are several beneficiaries within the group as per Para. 1 b or c, the insured member can during lifetime inform the Pension Fund in writing on which persons will receive what proportion of the lump sum payable on death. In the absence of such a statement, the payment will be distributed equally among the beneficiaries.**