



## Application to open a vested benefits account

Cantonal Bank / IBAN no.:

- |   |   |
|---|---|
| <input type="checkbox"/> AI<br>CH50 0076 3605 0331 1590 1 | <input type="checkbox"/> SG<br>CH69 0078 1585 0330 0010 3 |
| <input type="checkbox"/> NE<br>CH43 0076 6000 Z352 0721 9 | <input type="checkbox"/> SH<br>CH33 0078 2005 5645 2610 1 |
| <input type="checkbox"/> TI<br>CH63 0076 4105 0247 L000 C | <input type="checkbox"/> SZ<br>CH04 0077 7000 0200 0008 3 |
| <input type="checkbox"/> GR<br>CH12 0077 4151 2901 8700 0 | <input type="checkbox"/> TG<br>CH08 0078 4102 0060 7000 0 |
| <input type="checkbox"/> GL<br>CH89 0077 3805 0333 8570 7 | <input type="checkbox"/> UR<br>CH38 0078 5000 0839 4273 2 |

### 1. Applicant

*Last name:	*First name:	*Date of birth:
*Street, no.:		*Postcode / city:
*Country:	*Nationality (for CH-citizen: place of origin):	
*Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	*Marital status:	
(*)Date of marriage / registration of partnership:	Phone no.:	
*Social security number (AHV, 13 digits):		

If you wish to correspond by email, please complete, sign and return the Email Agreement.

Correspondence address (if not identical with home address) / new address including date of move:

### 2. Previous employer; previous employee benefit institution / vested benefits institution

Name and address of previous employer:

Name and address of previous employee benefit institution / vested benefits institution:

### 3. Vested benefits

The vested benefits with the details of relevance under the LOB will be notified to the Swisscanto Vested Benefits Foundation in writing by the previous employee benefit institution or vested benefits institution.

### 4. Instruction

The undersigned applicant will inform the previous employee benefit institution or vested benefits institution by means of a copy of this application. The previous employee benefit institution or vested benefits institution will remit the vested benefits by bank transfer to the account in the name of the Swisscanto Vested Benefits Foundation held with the selected cantonal bank (for the IBAN no. see above). After the receipt of the vested benefits, a vested benefits account will be opened with the Swisscanto Vested Benefits Foundation, in the name of the undersigned applicant. Only one account may be opened per person.

The undersigned applicant confirms that s/he has taken note of the enclosed regulations of the Swisscanto Vested Benefits Foundation.

Place, Date

Signature

**Please return this form to** Swisscanto Freizügigkeitsstiftung der Kantonalbanken, Geschäftsstelle, St. Alban-Anlage 26, Postfach 3855, CH-4002 Basel, Switzerland.

**Please send a copy of this form to** the previous employee benefit institution / vested benefits institution as well as to the selected cantonal bank (for the address see last page of this form).

# Regulations of the Swisscanto Vested Benefits Foundation

Based on Art. 9 of the articles of incorporation of the Swisscanto Vested Benefits Foundation, Basel (hereinafter referred to as the „Foundation“), the board of trustees issues the following regulations:

## 1. Purpose and background

The purpose of the Foundation is to maintain employee benefit coverage pursuant to the provisions of the Federal Law on Vesting in Pension Plans (LVOB) and the Ordinance on Vesting in Pension Plans (OVOB).

These regulations serve as the basis of the benefit arrangement between the Foundation and the policy holder.

## 2. Vested benefits account

The Foundation sets up and manages a separate vested benefits account for every policy holder.

## 3. Vested benefits statement

The policy holder receives from the Foundation

- a vested benefits statement after the opening of the vested benefits account;
- a vested benefits statement in January of every following year.

## 4. Interest accrual

The Foundation pays interest on the pension assets until the retirement benefit falls due at the interest rate granted to the Foundation by the intermediary Cantonal Bank. Interest rates can change during the course of a calendar year; policy holders are informed of such changes with the next communication regarding the vested benefits statement. The interest is credited at the end of the year and added to the pension assets brought into the fund, which continue to earn interest the next year.

## 5. Retirement benefit

The accrued pension assets generally fall due for payment on the first day of the month following the month in which the policy holder reaches the regular OASI retirement age.

On written request, which must be submitted to the Foundation in good time, the payment of the retirement benefit can be brought forward by a maximum of five years or postponed.

The retirement benefit also falls due for payment if the policy holder draws a full disability pension from the Federal Disability Insurance.

If the policy holder is married or living in a registered partnership, payment of the retirement benefits is permitted only if the spouse or registered partner agrees in writing. If the policy holder is unable to produce the written consent of the spouse or partner, he or she may appeal to the civil court. The Foundation is not obliged to pay interest on the retirement benefits for as long as the policy holder is unable to produce written consent.

## 6. Death benefit

If the policy holder dies before the retirement benefits fall due, the following persons will be considered to be beneficiaries in the following order:

- a. the survivors pursuant to Art. 19, 19a and 20 LOB;
- b. any natural persons supported by the policy holder to a considerable extent; or the person with whom the policy holder lived together without interruption for the last five years before his/her death or who is responsible for supporting one or more joint children;
- c. the children of the deceased who do not satisfy the requirements of Art. 20 LOB, the parents or the siblings, in each case in accordance with the statutory division rules under inheritance law;
- d. the other legal heirs, to the exclusion of the public body, in accordance with the statutory division rules under inheritance law.

The policy holder can submit a written declaration specifying the shares of the beneficiaries or, if there are special circumstances, expand the group of persons under a) by adding persons from group b), provided that this better serves the purpose of pension provision.

## 7. Early termination of benefit arrangement

The benefit arrangement can be terminated prematurely at any time if the policy holder transfers the pension assets to a tax-exempt employee benefit institution or if he/she wishes to maintain benefit coverage in another legal form.

Early cash payment of the pension assets may be requested by a policy holder

- a. who is leaving Switzerland permanently. Policy holders cannot request the cash payment of the minimum retirement assets pursuant to the LOB if they
  - I. continue to be subject to compulsory insurance for the risks of old age, death and disability pursuant to the legal regulations of a member state of the European Community;
  - II. continue to be subject to compulsory insurance for the risks of old age, death and disability pursuant to Icelandic or Norwegian legal regulations;
  - III. are resident in Liechtenstein.

- b. who takes up self-employment as his/her main occupation and is no longer subject to the compulsory employee benefits insurance, or
- c. who can prove that the pension assets amount to less than his/her annual contribution before the vested benefits account was set up.

Policy holders who are married or who live in a registered partnership require the written consent of their spouse or partner to request a cash payment. Other policy holders need an official statement regarding their civil status when requesting a cash payment.

## 8. Policy holder's obligation to notify

If the policy holder joins a new employee benefit institution, the Foundation must transfer his/her pension assets to the new employee benefit institution to ensure continued benefit coverage. The policy holder must inform the Foundation when he/she joins a new employee benefit institution.

## 9. Provision of benefits

All benefits (sections 5-7) will fall due for payment 30 days after receipt of all the required information. At the end of this period, default interest will be owed. The default interest corresponds to the currently valid interest rate in accordance with section 4.

## 10. Assignment and pledging, promotion of home ownership, divorce

None of the benefits insured under these regulations may be assigned or pledged before the date on which they fall due. Art. 22 et seq. LVOB is reserved in the case of a divorce or the legal dissolution of a registered partnership (in accordance with the Partnership Law), as are the provisions on the promotion of home ownership utilizing funds from the occupational benefit scheme pursuant to Art. 30a-f and Art. 83a of the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (LOB) and Art. 331d-e of the Code of Obligations (CO). The separate regulations of the board of trustees on the promotion of home ownership also apply.

## 11. Correspondence

Policy holders must address all correspondence directly to the Foundation. The provisions conform to the regulations on investment saving (par. 14) are reserved.

The policy holder must inform the Foundation of any changes in name or address. Married policy holders and policy holders living in a registered partnership must also inform the Foundation of the date of marriage or the registration of the partnership. Notices from the Foundation to the policy holder are deemed to have been properly served if they were sent to the last address registered by the Foundation. In order to make a comparison, the Foundation may obtain information on the policy holder's address data from the responsible cantonal bank indicated by the policy holder on the statement of vested benefits.

## 12. Right to make changes

The board of trustees can amend the regulations at any time, provided that the vested rights of the policy holders are guaranteed.

## 13. Investment saving

On written application of the policy holder, the Foundation can buy units from the Swisscanto Investment Foundation, Zurich or the Helvetia Investment Foundation, Basel. The application is only valid if it is submitted by the policy holder in writing, using the "investment saving" form provided by the Foundation.

The policy holder bears the risk associated with changes in the price of the units. Policy holders have neither an entitlement to a minimum return nor to the preservation of the value of their capital for the pension assets invested in units. The separate regulations of the board of trustees on investment saving also apply.

## 14. Treatment and protection of personal data

In view of the close relationship between the Foundation and Helvetia Insurance, all data is managed in a joint database. The policy holder consents to the responsible cantonal bank indicated on his/her statement of vested benefits receiving regular updates of his/her personal data and/or amendments thereof managed by the Foundation. Furthermore, the policy holder consents to Helvetia Life Insurance Company Ltd. (the manager of the Foundation), Helvetia Swiss Insurance Company Ltd and the responsible cantonal bank indicated on the policy holder's statement of vested benefits using personal data of the policy holder which they acquire for their own purposes (e.g. providing advice on products, marketing). The Foundation has taken all the necessary technical and organizational measures to ensure optimum and appropriate protection of personal data.

## 15. Entry into force

These regulations enter into force on 1 May 2017.

Basle, April 2017

The Board of the Swisscanto Vested Benefits Foundation

## Communication and instructions by email (email authorization)

Cantonal Bank

- |                             |                             |
|-----------------------------|-----------------------------|
| <input type="checkbox"/> AI | <input type="checkbox"/> SG |
| <input type="checkbox"/> NE | <input type="checkbox"/> SH |
| <input type="checkbox"/> TI | <input type="checkbox"/> SZ |
| <input type="checkbox"/> GR | <input type="checkbox"/> TG |
| <input type="checkbox"/> GL | <input type="checkbox"/> UR |
- 

### The undersigned

\*Last name:

\*First name:

\*Street, no.:

\*Postcode / city:

\*Country:

\*Social security number (AHV, 13 digits):

\* Email address of the undersigned:

The present provisions govern the mutual communication and the exchange of data by email between the undersigned and the Swisscanto Vested Benefits Foundation of the Cantonal Banks (hereinafter called the Foundation) in connection with an existing vested benefits account or a vested benefits account that is yet to be opened. The undersigned is at liberty to use means of communication other than emails.

The Foundation draws the undersigned's attention to the fact that an email is what is known as an "open" means of communication. The undersigned is aware that the electronic exchange of information involves the following risks:

- The internet is a worldwide network that is open and accessible to everyone. The transmission of emails cannot be controlled and may also take place via foreign countries. The confidentiality of data on transmission by email cannot be guaranteed.
- Emails and their attachments may be altered by third parties without anyone noticing and the names of senders and recipients may be changed so as to feign authenticity.
- On transmission, emails may be delayed, deleted, misdirected or shortened due to transmission errors, technical defects or other faults.
- By visiting internet websites, which includes clicking on links embedded in emails, as well as by opening data attachments, it is possible that harmful computer programs, such as viruses or Trojans, may infiltrate the computer, smartphone or similar devices of the undersigned.

The undersigned can communicate with the Foundation by email and send orders and instructions to the Foundation.

The Foundation is authorized to communicate with the undersigned by email as long as the undersigned has given an email address in this document or elsewhere. The Foundation is also generally authorized to reply to emails from the undersigned and to use the email address that the undersigned used to write to the Foundation, even if s/he has not previously informed the Foundation of this address.

The undersigned may send its emails to "freizuegigkeitsstiftung@swisscanto.ch" or to the personal business address of one of the Foundation's employees.

The undersigned is aware that the Foundation only processes incoming emails during normal office hours. The undersigned is also aware that the Foundation may also send out emails unencrypted.

Furthermore, the undersigned recognizes that urgent enquiries or instructions should not be sent to the Foundation by email. Rather, in this case the undersigned should call the Foundation by telephone in order to discuss the procedure to be adopted. Furthermore, the undersigned recognizes that no sensitive personal information or account data should be sent to the Foundation by email. In addition, the undersigned is aware that this authorization does not release her/him from the obligation to submit certain documents in the original. Moreover, that the submission of an instruction or an enquiry by email does not give him/her the right to an expedited processing.

In cases of doubt as to whether an incoming email does in fact originate from the Foundation, the email should only be opened after consultation with the Foundation.

The undersigned must immediately inform the Foundation of a change of email address.

The Foundation reserves the right not to reply to incoming emails by means of an email. It reserves the right to refuse to accept orders and instructions received by email or to require that instructions are sent in a different form.

Insofar as permitted by law, neither the Foundation nor individual members of the Board of Trustees, employees or agents are in any way liable for direct or indirect losses, liability claims, costs, debts, expenditure or damage of any kind that may result from or in connection with communication and the exchange of data by email.

The undersigned assumes responsibility for all consequences, losses and damages that may result from the electronic exchange of information and especially from any improper use of the email system.

The undersigned also explicitly accepts the risk based on open communication by email that her/his data could be inter-

cepted by third parties during transmission or could be published and that the confidentiality of information is therefore not guaranteed. The Foundation, for its part, cannot guarantee that emails bearing the name of the Foundation as sender have been sent by the Foundation or that the emails sent by or addressed to the Foundation will reach the right recipient unaltered and in good time.

The undersigned must indemnify the Foundation against all losses and damage that the Foundation suffers as a result of business communication with the undersigned using the above-mentioned means of communication.

All provisions shall apply in their entirety, also for the use of emails by authorized agents of the undersigned.

The Foundation reserves the right to amend at any time the provisions concerning the use of electronic means of communication. Amendments will be made known to the undersigned in the appropriate way.

This authorization shall remain valid as long as it is not revoked by the undersigned.

This authorization given is subject to Swiss law. The sole legal venue for all litigation arising from or in connection with this authorization is the City of Basel.

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Place, Date

Signature

**Please return this form to** Swisscanto Freizügigkeitsstiftung der Kantonalbanken, Geschäftsstelle, St. Alban-Anlage 26, Postfach 3855, CH-4002 Basel, Switzerland.

## Swisscanto Vested Benefits Foundation of the Cantonal Banks

### **Appenzeller Kantonalbank**

Bankgasse 2  
CH-9050 Appenzell

### **Banca dello Stato**

Viale H. Guisan 5  
CH-6501 Bellinzona

### **Basellandschaftliche Kantonalbank**

Rheinstrasse 7  
CH-4410 Liestal

### **Glarner Kantonalbank**

Hauptstrasse 21  
CH-8750 Glarus

### **Graubündner Kantonalbank**

Poststrasse  
CH-7002 Chur

### **Schwyzner Kantonalbank**

Bahnhofstrasse 3  
CH-6431 Schwyz

### **St. Galler Kantonalbank**

St. Leonhardstrasse 25  
CH-9001 St. Gallen

### **Schaffhauser Kantonalbank**

Vorstadt 53  
CH-8201 Schaffhausen

### **Thurgauer Kantonalbank**

Dunantstrasse 17  
CH-8570 Weinfelden

### **Urner Kantonalbank**

Bahnhofstrasse 1  
CH-6460 Altdorf UR

### **Banque Cantonale Neuchâteloise**

Place Pury 4  
CH-2001 Neuchâtel