

# General Terms and Conditions of Insurance (GTCl) and Tariff Conditions (TC)

Version: 01/11/2024



PKDW

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Disclaimer: This translation is for information purposes and for better comprehension. It has no legally binding effect. With regard to the rights and obligations of the parties, only the current German language version shall be authoritative.

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## **General Terms and Conditions of Insurance (GTCl) and Tariff Conditions (TC)\***

The General Terms and Conditions of Insurance and Tariff Conditions govern, in addition to the statutes, the rights and obligations of the member and beneficiary that stem from the insurance contract.

### **General Terms and Conditions of Insurance (GTCl)**

#### **I. Insurance of Members**

##### **Section 1**

##### **Tariffs, multiple insurance**

1. The pension fund offers the following tariffs
  - Tariff A: increasing pension entitlement with variable monthly contribution
  - Tariff B: constant pension entitlement (until 31/12/2003) with fixed monthly contribution
  - Tariff E: unit-linked pension scheme
  - Tariff K: unit-linked pension insurance with basic provision (hybrid).
2. Members can be insured under all tariffs.
3. When calculating contributions it is important to note that the total outputs that stem from the contributions, together with additional pension entitlements, may not exceed the earned income that ceases to exist when an insured event occurs.

##### **Section 2**

##### **Application for insurance**

1. When applying to join the pension fund, it is also necessary to indicate which tariff you would like to be insured under.
2. Members can, while maintaining previous contribution amounts, apply to transfer from the previously selected tariff to another tariff in accordance with the joining requirements as per the business plan.
3. For corporate members this requires approval from the fund company. The insurance under the previous tariff will then be made non-contributory.

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\*) in force from 01/11/2024 in accordance with the resolution of the general meeting of 03/07/2024

4. It is not possible to transfer the non-contributory remaining pension benefit to the new tariff.
5. The transfer of pension benefits from Tariff E to Tariff A is governed by Section 4 of Tariff Conditions E.

### Section 3

#### Insurance contracts, conditions

1. The following conditions must be met upon entering into an insurance contract:
  - a) an application has been filed;
  - b) for corporate members, they must have received commitment from the fund company to satisfy all of the obligations required of it by the GTCI and TC, particularly payment of corporate contributions. A commitment given once covers all subsequent applications from this fund company.
2. The law of the Federal Republic of Germany applies to the contract.

### Section 4

#### Information and notification obligation

1. All information required for insurance must be given to the pension fund and verified on request.
2. The pre-contractual obligation to provide information for the applicant or applying fund company includes all risks that are considerable for assuming the insurance risk and are known at the time the application is made, or become known until incorporation of the insurance policy (Section 6).

If, contrary to this requirement, a considerable risk that affects the insurance contract is deliberately not, only partially or otherwise incorrectly disclosed, the pension fund can withdraw from the contract.

3. Any changes that affect the insurance contract must be disclosed in writing or by electronic means, particularly any name changes (e.g. due to marriage) or changes of address. In the GTCI and TC, by "electronic means" the means of communication telefax, e-mail and member portal are to be understood.

The member will bear any disadvantages that arise from information not being disclosed or being disclosed late, or those that arise due to the member refraining from disclosing information or doing so late.

The pension fund can claim costs that arose from the non-compliance from members at fault.

### Section 5

#### Health check

1. Before the insurance contract begins, a health check must be carried out. The health check is carried out by the pension fund on the basis of
  - a) the health questionnaire
  - b) the medical report or
  - c) other criteria.

Other criteria include:

1. Occupational health certificate,
2. Service obligation declarations,
3. Assessment of company and industry risks based on external data when insuring the entire workforce.

When dispensing with occupational invalidity cover, a health check can be omitted.

When taking on members in the context of tariff agreements and the legal entitlement to deferred compensation, the pension fund can dispense with a health check.

2. Presentation of a medical report is required when
  - a) with an insurance policy under Tariff B, an annual pension is insured for more than € 500.00 or is supplementarily insured in one or more amounts against the annual pension for which the last medical report was reimbursed or
  - b) the ongoing conclusion of growth insurance under Tariff B is applied for beyond clause 2 a) and no previous medical report has been presented or the last medical report to be submitted is over three years' old.

In all other cases presentation of a health questionnaire is sufficient, unless there is an increased insurance risk. If there is an increased insurance risk or one is suspected by the pension fund, a medical report should be submitted later on request.

If members whose first insurance policy was under Tariff B are additionally insured under Tariff A, there is generally no need to conduct a new health check.

3. If, following the overall results of the health check, the pension fund must assume an increased insurance risk, it can make provisions for restrictions on benefits for the insurance contract, which are to be noted as special insurance requirements in the insurance policy. As restrictions on benefits, the exclusion or partial exclusion of the invalidity pension is considered.

4. The medical report can be assessed by the pension fund.
5. Costs for medical reports, information, certifications, etc., that are incurred in relation with the health check are borne by the applying company, or in the case of individual members the applicant, i.e. the member.

#### Section 6

##### **Admission, insurance policies**

1. Admission is effected by submitting an insurance policy bearing the signature of the board of the pension fund.
2. A separate insurance policy is issued for every insurance contract.
3. The insurance policy includes the member's name and date of birth, a serial number (member number), the name of the fund company where appropriate, the date the insurance policy begins, the tariff denomination, possible special insurance requirements and, for Tariff B, the age/retirement limit, the agreed final pension and the contribution.
4. If an insurance policy under Tariff B is made non-contributory, the member is to be supplied with a new insurance policy about the ensuing final pension and requested to return the previous insurance policy.

#### Section 7

##### **Beginning and end of the insurance contract**

The insurance contract begins on the date specified in the insurance policy.

The insurance contract ends when the membership ends, provided that no pension fund benefits have been granted. Otherwise the insurance contract ends when there is no longer an entitlement to pension fund benefits.

## **II. Payment of Contributions**

#### Section 8

##### **Ongoing payment of contributions**

1. Every insurance contract demands – providing that it has not been made non-contributory according to Section 10 (3) and Section 11 (2), it is not a divided insurance contract according to Section 2 (3) of the statutes or the tariff conditions do not provide for anything else – ongoing payment of contributions.

The amount of these ongoing payment of contributions can be freely chosen in consideration of Section 1 (3).

2. Every member receives in the first four months of every calendar year from the pension fund certificates about the contributions paid in for the individual tariffs over the previous year as well as the amount of pension benefits. Members insured under Tariff E also receive a certificate about the value of the financial assets acquired with the contributions. The evidenced contributions are considered to be recognised if no objection is lodged within a month of receipt of the certificate in written form or by electronic means within the meaning of Section 4 (3) Sentence 2 of this GTCl. Mistakes proven later are to be corrected.
3. After an insured event occurs, payment of contributions is no longer possible. Completed payments will be refunded free of interest.

#### Section 9

##### **Payment of contributions for corporate members**

1. Contributions for corporate members are to be paid monthly via the fund company by the 10th of the following month.
2. With the corporate members, the fund company assumes responsibility for the contributions (member and company share) as a principle debtor; the corporate member has their share of the contribution deducted from monthly earnings.
3. If there is no verifiable division of the contributions of the corporate members for the pension fund, the pension fund can refund the corresponding contributions to the fund company. In this respect, entitlement to benefits only arises after receipt of contribution payments based on a breakdown of members and company contributions that the pension fund can understand.

#### Section 10

##### **Payment of contributions for individual members**

1. Individual members paying in contributions must pay their contributions in consistent monthly payments by the 15th of the following month.

Annual contributions over € 750.00 can be delivered in varying payment frequencies or in a lump sum by 20/06.

The pension fund can approve varying payment arrangements from this arrangement for payment of contributions that become due in future.

Upon early retirement, some overpaid contributions will be refunded free of charge.

2. Individual members can, subject to paragraph 2 of this clause, pay the contributions in any desired amounts (but at least € 150.00 annually); they can also adjust the payment in the context of clause 3. The payment of contributions can be restarted at any time.

Individual members insured under Tariff B can only pay the full contributions. A later adjustment of payment of contributions is permitted in the context of clause 3. However, restarting payments of contributions is excluded. Payment of contributions of individual members insured under Tariff B can only be adjusted by complying with a limitation period of three months to the relevant end of the month.

3. Individual members can make the insurance contract non-contributory by written application or by electronic means within the meaning of Section 4 (3) Sentence 2 of this GTCI.
4. If an insurance policy under Tariff B is made non-contributory, the annual final pension is reduced. The reduced annual final pension is the result of the retirement of the basic amount, i.e. from the division of this basic amount through the business plan-related pension benefit cash value for the annual final pension of € 1.00. At this, the basic amount is the last business plan-related identified actuarial reserve, less 5% plus 2/3 of the sum of the contributions paid after this effective date. The maximum amount of this deduction may not exceed € 255.00.

#### Section 11

##### **Payment of contributions when corporate membership is interrupted**

1. If the corporate membership is discontinued according to Section 4 (1) of the statutes, the insurance contracts can be suspended.
2. While an insurance contract is suspended, no contributions need to be paid.
3. For insurance policies under Tariff B, once the suspension period is over contributions not paid due to the suspension can be paid retrospectively. If the option to pay retrospectively is not made use of, the account related beginning of the insurance will be deferred to the period of suspension. The amount of the contribution will then correspond to the age reached at the time of the deferred beginning of the insurance (Section 1 of Tariff Condition B).
4. If, with insurance under Tariff B, retirement occurs during the suspension, the contributions not paid due to the suspension will be deducted from the cash benefits.

#### Section 12

##### **Pensionable earned income**

1. As far as the tariff conditions allow for this, the pensionable earned income is to be taken as a basis for the contribution payment.
2. For corporate members, pensionable earned income is essentially considered to include wages or salary, as far as no special determination takes place in coordination with the pension fund through the fund company.

In addition, profit shares and other regular earnings can also be taken into account alongside wages or salary. The annual maximum amount of pensionable earned income is the currently effective contribution assessment ceiling of the statutory pension insurance of the workers and employees, and until a different resolution is passed by the general meeting, where the pension funds have voting rights. The need for a decision on the approval of the supervisory authority.

If the contribution requirement begins or ends during a calendar year, only earned income received during the contribution requirement time counts as pensionable earned income for this calendar year, up to a twelfth of the yearly maximum amount per month.

For members not only temporarily working abroad, their pensionable earned income from the fund company is determined taking into account the upper limit in euros.

3. If the pensionable earned income of a corporate member is reduced, the fund company is at liberty, in agreement with the corporate member, to continue to use the previous earned income as a basis for the contribution calculation.

#### Section 13

##### **Default in payment**

1. A default in payment results when the individual required to make contribution payments falls into payment arrears of over one month.

Upon a default in payments, the pension fund must make the individual who has defaulted aware of the consequences of further late payments and request, with a deadline, that they pay off the arrears plus interest of two percent above the base rate on the day it was due in addition to dunning costs. If a fund company defaults, their corporate members can be notified about the requirement to pay.



2. If, in the case of corporate members, no payment is made through the fund company by the end of the period of the arrears, the corporate memberships will be continued as individual memberships according to Section 5 of the statutes; the members are to be informed about this.
3. If no payment is made by an individual member by the end of the period of arrears, the insurance contract is to be made non-contributory.
4. If a member is insured under Tariff B, the ingoing contributions, on each occasion divided into member and corporate shares, will be initially registered on the debit contribution with Tariff B. The order will be chosen in such a way that the member retains the largest entitlement on each occasion, unless otherwise stated in the GTCI.

#### Section 14

##### **Withdrawal before retirement**

1. Provided that the corporate membership of an insured member according to Section 4 (2) a) to e) of the statutes ends before retirement, the member retains the pension benefits. The provisions of the Company Pensions Act (BetrAVG) on non-forfeitability in accordance with the law shall remain unaffected.
2. Provided that the pension benefit from an insurance contract according to the Company Pensions Act has not yet become non-forfeitable and an individual member withdraws from the pension fund before retirement through cancellation according to Section 6 (3) of the statutes, all entitlements are eliminated.
3. The same applies for withdrawal of a member through suspension according to Section 4 (2) g), Section 6 (4) and Section 7 of the statutes.

### **III. Cash Benefits – General Provisions**

#### Section 15 a

##### **Security assets**

1. The pension fund forms security assets according to the provisions of the Act on the Supervision of Insurance Companies for members insured under Tariff A, Tariff B and with regard to the basic provision, members insured under Tariff K.
2. For members insured under Tariff E, an independent investment stock is formed. Insofar as units formed in Tariff E according to the tariff provisions are disposed of/sold and the respective disposal/sale proceeds are deposited into Tariff A, the related entitlements are subject to the cover of the security assets pursuant to Sentence 1.
3. For the members insured under Tariff K, an independent investment stock is formed for the entitlements from the investment portfolio. Insofar as the share units according to the tariff provisions are disposed of/sold, the related entitlements are subject to the cover of the security assets pursuant to Sentence 1.

#### Section 15 b

##### **Participation in profits and in the valuation reserves (profit sharing)**

1. So that the agreed insurance cover is ensured at any point during the term of insurance, provisions are formed for the obligations entered into. The provisions are formed separately for independent departments of the security assets. The means required to cover these provisions are funded and deliver investment income. From this investment income, the insurance contributions and the funded measures, the agreed insurance benefits are delivered, and costs for the conclusion and management of the contract are covered. The larger the income from the investments, the lower the rate of insured events and the more cost-effective the pension fund works, resulting in larger profit shares. The calculation of profit shares is done according to the provisions of the Commercial Code (HGB) and the Act on the Supervision of Insurance Companies (VAG) and related statutory ordinances.

The difference in value between the accounting value and the current value of the investments is represented by the value reserves of the pension fund.

2. All insurance policies are assessed according to Section 16 of the statutes and listed appropriately in the trade balance sheet surplus according to their causes. This is supervised by the supervisory authorities.

According to these principles, all insurance policies of a tariff corresponding to the classification of the security assets in independent departments are grouped together in their own profit share associations. Provided that distribution is carried out within a profit share association for the protection of closer equality criteria, this occurs from the tariff conditions. The distributable profit share is assigned to individual profit share associations and fed into the provisions for contribution refunds. The funds transferred to the provisions for contribution refunds may fundamentally only be used for profit participation of the insured parties within the respective profit share associations of the respective tariffs; Section 16 (3) 3 and (5) of the statutes should be observed.

Each individual insurance policy within a profit share association receives a portion of the profit share assigned to it. In addition, the board of the pension fund submits, due to a proposal/recommendation of the responsible actuary annually of the general meeting for the resolution, a proposal of how to use the profit share for the reserved funds in the provisions for contribution refunds. In individual insurance years, an allocation of profit shares can be dispensed with, provided that this is objectively justified.

3. The participation in value reserves occurs annually on the basis of a proposal of the board and the actuary of the general meeting, which occurs with the proposal according to (2) 8.
4. Upon the proposal on the participation in the value reserves, the responsible actuary and the board have to take into account the reception of sufficient capital resources, the fulfilment of industry regulated stress tests including a sufficient safety reserve, a conceivable strengthening of the actuarial reserve as well as the arrangements in the technical business plan. Participation occurs according to Section 177 VAG uniformly across all insured parties (claimants and retired persons). Reference is made to Section 20 of the statutes of the pension fund. Afterwards, the provisions of Section 15 b, in particular upon changes to the industry regulated framework, can be subject to future modifications.
5. The resolution about participation in profit shares and valuation reserves (profit participation) occurs through the general meeting.

The decision requires clearance from the supervisory authority. There is a legal right to benefits from the use of the profit share/surplus appropriation.

There is no legal right to a share of the final bonus reserve. There is only a legal right when benefits result from a final profit share.

## Section 15 c

### No offsetting against third-party pension payments

The cash benefits are granted without being offset against other pension payments (e.g. benefits/payments from the statutory pension).

## Section 16

### Application for cash benefits

1. The granting of cash benefits (member's pension, survivor's pension) is dependent on submitting an application.
2. Applications for benefits to be granted can be submitted by:
  - a) the member,
  - b) the survivor,
  - c) the fund company.

They must be submitted to the pension fund in writing or by electronic means within the meaning of Section 4 (3) Sentence 2 of this GTCl.

3. The following documents are to be attached to the application:
  - a) insurance policies;
  - b) official evidence of the date and place of birth of the individual entitled to benefits/payments;
  - c) name and address of the health insurer;
  - d) for pensions due to occupational invalidity, the reason for the claim, a medical certificate credibly proving the occupational invalidity, or other documents for certification, e.g. certificate and withdrawal from the fund company. The decision over the existence of the occupational invalidity falls to the pension fund according to Section 25;
  - e) for survivor's pension the member's death certificate, the marriage certificate or proof of an existing recorded civil partnership as well as the birth certificate or official proof of the date and place of birth of the survivor entitled to payments;
  - f) tax identification number.
4. If an application for occupational invalidity is rejected, the application can only be submitted again if there is credible evidence that meanwhile circumstances have come about that provide proof of occupational invalidity.

## Section 17

**Beginning of benefits**

1. The retirement and survivor's pension begin the month following the covered incident.
2. The occupational invalidity pension begins the month following receipt of application. Provided that a notice of the statutory pension about work or invalidity pension is submitted, the date for the beginning of payments will be considered that stated therein.

## Section 18

**Method of payment of the pension fund benefits**

1. The payments of the pension fund, which are to be made in the currently valid currency of the Federal Republic of Germany, are generally to be made in monthly arrears. For pensions of up to 1% of the reference value according to Section 18 SGB (German Social Code) IV each month, when the pension period begins the pension fund is entitled to satisfy the entitlement to all payments with a single one-time payment. The settlement amount is the pro-rata coverage capital for the pension amount to be settled, calculated on the day of departure, in accordance with the business plan.

The widow receives on remarriage a settlement in the amount of three times the yearly amount of her ongoing widow pension. When the settlement is paid out, the entitlement to the pension fund expires. The same applies to widowers and surviving registered life partners.

2. If upon the death of a recipient of payments due pension fund benefits have not yet been paid, the following become entitled to receive payments in this order: the spouse, the registered life partner, the children, the father, the mother, the siblings, of these primarily those who lived with the deceased individual at the time of their death or who were essentially supported by them.
3. The individual receiving payments must specify an account with a financial institution to which the pension fund benefits can be transferred.

The transfer of a survivor's pension takes place as a total amount into the account of the widow, widower or registered life partner, provided that there is no legally binding declaration for the separate transfer of the orphan's pension.

## Section 19

**Pension fund benefits to the beneficiary's dependants**

1. If a beneficiary is incapacitated due to mental illness, intellectual invalidity,

alcoholism or uncontrolled spending, is under guardianship or evades the obligation to support their family due to sickness, the pension fund is authorised to transfer up to one half of the pension to the beneficiary's dependants who would be entitled to cash benefits upon the beneficiary's death.

2. If a beneficiary serves a prison sentence of over six months the pension fund is authorised to transfer pension payments for this remaining period of the prison sentence to those dependants of the beneficiary who upon the beneficiary's death would be entitled to pension payments.

## Section 20

**The beneficiary's obligations**

1. Beneficiaries are obligated to provide the pension fund with all supporting documents and information needed for retirement benefits, in particular
  - a) on request, to produce at any time the certificates, proof or supporting documents required for checks on continuation and scope of the right to benefits and
  - b) unprompted, any change
    1. in marital status following the death of a member,
    2. in address and bank account into which the pension is transferred,
    3. in marital status and name (e.g. through marriage),
    4. to inform in writing or by electronic means within the meaning of Section 4 (3) Sentence 2 of this GTCl and provide evidence of the right to benefits according to Section 27 (3).
2. Recipients of occupational invalidity pensions must, provided that they have not yet reached age limit (Section 24 (1)), at any time on request and at the cost of the pension fund be examined by a medical expert (Section 5 (4)) for the duration of the occupational invalidity.
3. If beneficiaries default on providing the supporting documents requested by the pension fund or do not fulfil their obligation to disclose information or do so late, the pension fund can, for the duration of the delay, cease payments and request the expenses that result from the failings from the beneficiaries who default.

## Section 21

**Prohibition of disposal, garnishments**

1. Pledging and assignment of entitlement to payments are considered void by the pension fund.

2. In case of attachment of the entitlement to payments the entitlement to payments becomes dormant insofar as and for as long as it is subject to attachment. The entitlement to payments also becomes dormant provided that and for as long as the payments can be charged/taken into account/offset against public law pension payments or other public law benefits.

## Section 22

### Expiration of pension fund benefits

The entitlement to payments expires at the end of the month in which the requirements for them to be granted are no longer met. If payments are rendered when there was no or no longer an entitlement, the recipient is obligated to repay this amount plus interest of two percent above the base rate. The plea for claim to enrichment is excluded according to Section 818 BGB.

## Section 22 a

### Limitation

For the limitation of entitlement to payment of benefits or to return of overpaid contributions, the general limitation periods (Sections 195, 199 BGB) apply.

## IV. Benefit Types

## Section 23

### Pension types

The pension fund grants, unless there are no deviations in the tariff conditions,

as a member pension

- a) old-age pension (Section 24),
- b) occupational invalidity pension (Section 25),

as survivor's pension

- c) widow, widower and life partner pension (Section 26),
- d) orphan's pension (Section 27).

## Section 24

### Old-age pension

1. The age limit is the end of the month in which the member completes their 65th year. For a female member insured on 31/12/1994, the age limit corresponds to the end of the month in which the member completes their 60th year. If, after 31/12/2003, for the member named in sentence 2, contributions are paid, related to these contributions, the age limit according to sentence 1 is valid.

Notwithstanding Sentence 1, the age limit for members insured under Tariff K is the end of the month in which the member turns 67.

2. The member who has reached the age limit receives the old-age pension. For members insured under Tariff A, there can be a deviation from this according to clause 7.
3. The amount of the old-age pension is based on the insurance policy in conjunction with the tariff conditions.
4. A member who has completed their 60th year and whose insurance begins before the 01/01/2012, or a member who has completed their 62nd year and whose insurance begins after the 31/12/2011 will be given early old-age pension on application. The drawdown of early old-age pension is not possible for members insured under Tariff E.
5. The amount of the early old-age pension conforms to the reached basic pension (clause 6). In compensation for the duration of benefits effected without occupational invalidity and therefore not calculated longer duration of benefits, these pensions must be reduced by an actuarially necessary percentage.

The basic pension, based on contributions made before 01/01/2004, is therefore reduced by 0.4% for every month that the beginning of pension payments is requested before reaching the age limit (clause 1), while with benefits that are based on contribution payments after 31/12/2003 are reduced by a percentage determined in the respective technical business plan for every month that the beginning of pension payments is requested before reaching the age limit (clause 1).

6. Basic pension is
  - under Tariff A: the pension entitlement amassed before the beginning of the early old-age retirement,
  - under Tariff B: the insured pension after contribution exemption has taken place according to Section 10 (3),
  - under Tariff K: the pension entitlement amassed before the beginning of the early old-age retirement pursuant to K Section 3 TC.

7. Members who are insured under Tariff A receive, if the old-age pension is not requested at the age limit, this from the start of the month that is named by corporate members of the fund company upon cancelling or by individual members in an application to be put in (deferred old-age pension), at the latest from the completion of the 68th year, with a pension supplement for shorter duration of benefits. The pension supplement is, for every month for which payments are not obtained after the age limit, with memberships with an insurance start date up to 30/06/2015, 0.6% of the respective pension entitlement amassed in a calendar year according to A Section 4 TC (tariff conditions) and for memberships with an insurance start date between 01/07/2015 and 31/12/2016 0.35% of the respective pension entitlement amassed in a calendar year according to A Section 4 TC. For memberships with an insurance start date after 01/01/2017 and for contributions made after 01/01/2021, the pension supplement is 0.3% of the pension entitlement amassed in a respective calendar year according to A Section 4 TC for every month for which payments are not obtained after the age limit.

Members who are insured under Tariff K receive, if the old-age pension is not requested at the age limit, this from the start of the month that is named by corporate members of the fund company upon cancelling or by individual members in an application to be put in (deferred old-age pension), at the latest from the completion of the 70th year, with a pension supplement for shorter duration of benefits. The pension supplement is, for every month for which payments are not obtained after the age limit, 0.3% of the respective pension entitlement amassed in a calendar year according to K Section 3 TC under the basic provision.

8. On request by the member, an entitlement to old-age pension or early old-age pension, as long as it depends on ongoing contribution payments, can be fundamentally turned into an entitlement to lump-sum payments or partial lump-sum payments.

Notwithstanding Sentence 1, the members insured under Tariff K cannot make an application for conversion into an entitlement to lump-sum payments. An application for conversion into an entitlement to lump-sum payment shall remain unaffected.

In the case of partial lump-sum payments, an old-age pension or early old-age pension remains including survivor's insurance of 70% of the original claims.

The following measures must be taken into account:

a) Procedure

Lump-sum payments or partial lump-sum payments are paid out at the time of the insured incident. The remaining old-age pension or early old-

age pension also begins at the time of the insured incident. An application for payout of lump-sum payments must be put in at the latest of three years before the insured incident arises.

The application for payment of the partial lump-sum payments must be submitted no later than twelve months before the insured event occurs.

After reaching the age of 65, an application for lump-sum payments may no longer be submitted.

An application for payout of a partial lump-sum payments for members insured under Tariff A is no longer possible after the age of 67 and for members insured under Tariff K after the age of 69.

Corporate members require the consent of the current employer.

b) Effect on survivor's insurance

With lump-sum benefits in the case of old-age pension or early old-age pension with an annual pension entitlement of over € 600.00, the entitlement to survivor's pension is upheld. Partial lump-sum payments contain the value of the survivor's insurance attributable to the partial lump-sum payment.

c) Exclusions

A lump-sum payment is excluded if the contributions according to Section 82 EStG were funded as old-age pension contributions.

d) Determination of lump-sum payment or partial lump-sum payment

New members from 01/08/2009 declare bindingly in their application for membership whether they want either the option of a lump-sum payment or the option of a partial lump-sum payment as an alternative to the old-age pension or early old-age pension. If no decision has been made at the time of admission, only the option of a lump-sum payment remains.

Members who joined before this point in time have to decide by 31/12/2010 to adopt one of the two options of lump-sum payment or partial lump-sum payment. If no decision has been made by this date, only the option of a lump-sum payment remains.

Notwithstanding Sentence 1, only the option of a partial lump-sum payment remains for new members who apply for insurance under Tariff K.

9. Members insured under Tariff A may irrevocably waive the co-insurance of an occupational invalidity pension from 01/01/1995, as long as they have not yet reached the age of 55. The waiver becomes effective for all contributions paid

after the waiver has been declared. The entitlement acquired so far is exempt from contributions. A transfer of the non-contributory remaining entitlement is excluded. If the annual pension entitlement is less than € 300 at the time the waiver becomes effective, the contributions paid in retrospectively shall be set as if the co-insurance of an occupational invalidity had been waived at retirement from the beginning. A change in tariff may only take place at the end of the following year.

In the case of corporate members, the fund company is required to approve the waiver.

A member insured according to Tariff A who has not taken out an occupational invalidity pension can no longer take co-insurance of the occupational invalidity pension later.

To compensate for the waiver of co-insurance of the occupational invalidity pension, an increased old-age pension is granted in accordance with the tariff conditions.

10. If a female member insured on 31/12/1994 has in Tariff A entitlements from contribution payments up to 31/12/2003 as well as entitlements from contribution payments from 01/01/2004, then a claim to the old-age pension from both partial entitlements is only possible at a uniform age limit.

11. If a member is insured under more than one pension fund tariff (multiple insurance), the retirement pension can only be claimed at a single age limit.

By way of derogation from Section 24 (7) (deferred old-age pension), members who are also insured under Tariff K and whose insurance commences after June 30, 2023 will receive their retirement pension from the age of 68 at the latest instead of the age of 70 in the case of multiple insurance.

## Section 25

### Occupational invalidity pension

1. An occupational invalidity pension is paid to the member who, after the commencement of insurance cover and during the insurance period, has become occupationally incapable or disabled and may therefore have retired from professional life.

If there was a restriction on earnings at the beginning of the insurance, then entitlement to an occupational invalidity pension can only be claimed if more than half of the earning capacity that existed at the beginning of the insurance within the meaning of clause 2 has been lost.

2. A member is unable to work if his/her earning capacity has decreased since the start of insurance due to illness, bodily harm, infirmity or deterioration of his/her physical or mental strength, which must be proven by a doctor, to such an extent that he/she is likely to be permanently unable to regularly pursue gainful employment in his/her previous occupation or in another activity or to achieve more than minimal income through gainful employment. Another activity is reasonable for the member if it can be carried out on the basis of his/her training and experience and corresponds to his/her previous position in life.

Less than half of the income from work of a physically and mentally healthy member with similar training and equivalent knowledge and skills is considered to be marginal.

Causes other than those mentioned in paragraph 1, in particular reasons of an economic nature, length of life, early retirement, giving up a job due to a social plan or an amicable arrangement, difficulties in finding a job, etc., do not justify any entitlement to an occupational invalidity pension.

An occupational invalidity within the meaning of this provision is only one that, according to a medical opinion, cannot be remedied for at least one year.

3. Proof of occupational invalidity must be submitted to the pension fund

- a) available medical reports, including treatment reports, certificate from the employer about missed working days due to incapacity for work over the last 36 months;
- b) the pension notification of the statutory pension insurance with appendices;
- c) if a pension notification of the statutory pension insurance cannot be submitted because the member is not a member of the statutory pension insurance or has not fulfilled a waiting period stipulated therein, or it was issued with consideration of reasons other than health, detailed reports from the doctors currently treating the member or who have treated or examined the cause, start, type, course or probable duration of the suffering as well as the degree of occupational invalidity, are to be submitted.

The member has to bear the resulting costs.

4. The pension fund is not bound by the submitted documents. In order to review the submitted documents or if it requests a medical report for other reasons, it can appoint a medical expert who, at the expense of the pension fund, has to examine the member and state explicitly in a written report whether there is an occupational invalidity within the meaning of this provision.

5. The amount of the invalidity pension derives from the insurance policy in connection with the tariff conditions. For insurance policies with a start of insurance after 31/12/2011 and start of the occupational invalidity pension after reaching the age of 62, the occupational invalidity pension will be reduced by a percentage set in the respective technical business plan in accordance with Section 24 (5) 3.
6. The member of the pension fund must immediately notify the pension fund when he or she regains his or her professional capacity, although the obligation to notify exists until the age limit in accordance with Section 24 (1) is reached.
7. The right to an occupational invalidity pension is forfeited by anyone who deliberately caused his or her occupational invalidity.

#### Section 26

##### **Pension for widows, widowers and registered life partners**

1. For the duration of the widow's status, the widow of a deceased member or beneficiary receives a widow's pension amounting to 60% of the pension that the deceased member or beneficiary received or would have received if the age limit pursuant to Section 24 (1) GTCl would have been reached on the date of his or her death.

If the member or the beneficiary was more than ten years older than the widow, the widow's pension is reduced by a further 2 percentage points for each year of life that exceeds an age difference of ten years. After five years of marriage, 1/10 of the widow's pension calculated in accordance with paragraph 1 is added to the reduced widow's pension for each year or part thereof, until the full widow's pension is reached. The same applies to the divorced wife of a deceased member or beneficiary, provided that he did not enter into a new marriage after the divorce and the marriage was divorced before 01/07/1977.

2. These regulations apply accordingly to the widower of a deceased member or beneficiary.
3. These regulations apply accordingly to survivors of a registered civil partnership within the meaning of Section 1 of the Civil Partnership Act.
4. A lump-sum payment made in accordance with Section 24 (8) is included in the assessment of the pension for widows, widowers and registered partners. An application for the lump-sum payment for the corresponding widow's/widower's or partner's pension can be made together with the application for a lump-sum payment in accordance with Section 24 (8) GTCl. The determination and payment of the lump sum payment is made to the widow, widower or registered

partner at the point in time at which payment of the widow's/widower's/partner's pension would otherwise have started.

5. The tariff provisions may deviate from the provisions of Section 26.

#### Section 27

##### **Orphan's pension**

1. If a member or a recipient of a member pension (beneficiary) leaves behind dependant children under the age of 25, each of these children receives an orphan's pension in accordance with the following provisions, insofar as the tariff provisions do not deviate from this in individual cases.

The restriction of Section 2 (3) of the articles of the statutes must be observed.

##### **Dependent children include**

- a) legitimate children,
  - b) children declared legitimate,
  - c) adopted children,
  - d) illegitimate children of a male member or beneficiary, provided that his or her paternity or maintenance obligation has been established,
  - e) illegitimate children of female members or beneficiaries.
2. The orphan's pension amounts to
    - a) 15% if and for as long as a widow's/widower's or partner's pension is paid
    - b) 30% if the widow's/widower's or partner's pension is not paid, of the pension that the member received or would have received if he or she had reached the age limit according to Section 24 (1) GTCl on the day of his or her death.
  3. The orphan's pension is paid until the age of 18.

The orphan's pension will continue to be paid beyond the age of 18 if and for as long as the statutory pension insurance continues to pay the orphan's pension. If the deceased member or the beneficiary does not belong to the statutory pension insurance, the relevant provisions of the statutory pension insurance are to be applied accordingly. For insurance relationships established from 01/01/2007, orphan's pensions will continue to be paid beyond the age of 18 as long as the age of 25 is not yet completed and the other requirements of Section 32 EStG are met.

4. All surviving dependants' pensions together may not be higher than the pension that the member was drawing or would have drawn if he or she had reached the age limit in accordance with Section 24 (1) GTCl. If necessary, the survivor's pensions will be reduced proportionally. They increase accordingly

up to the maximum permitted amount if one of these pensions ends in the course of the drawing period.

5. The tariff provisions may deviate from the provisions of Section 27.

#### Section 28

##### Exclusion from survivor's pensions

1. There is no entitlement to survivor's pensions for surviving dependants from a marriage or registered civil partnership,
  - a) which the member or the beneficiary concluded within the last 12 months prior to his or her death, unless his or her death occurred as a result of an accident, or
  - b) which the member or the beneficiary only entered into after the occurrence of the insured event, unless the marriage or the registered civil partnership had existed for at least five years or, in the case of accidental death of the member or the beneficiary, at least one year.
2. The same applies to other children out of wedlock, but who are entitled to maintenance, with regard to the establishment of the parenting relationship.
3. In the event of special circumstances, the pension fund can nevertheless grant the surviving dependants' pensions in whole or in part.

#### Section 29

##### Pension rights adjustment

As part of the pension adjustment, the pension fund carries out the internal division. The adjustment value determined by the family court reduces the entitlement or benefits of the insured person or pensioner in accordance with the technical business plans. For the person entitled to an adjustment, entitlements or benefits in the amount of the adjustment value determined by the family court are established in accordance with the technical business plans. The person entitled to an adjustment becomes an individual member of the pension fund in accordance with Section 2 (3) of the statutes. Further details on the procedure for sharing entitlements or benefits as well as the amount of the costs of sharing are regulated in the technical business plans.

## Information on actuarial factors

### Tariff A for contribution payments from 1 January 2004

(Start of coverage until 31 December 2006)

Age upon access of pension		Reduction factor	Age upon access of pension		Reduction factor
Years	Months	as a %	Years	Months	as a %
60	0	77.38	62	6	87.23
60	1	77.68	62	7	87.60
60	2	77.98	62	8	87.97
60	3	78.28	62	9	88.34
60	4	78.59	62	10	88.71
60	5	78.89	62	11	89.08
60	6	79.20	63	0	89.46
60	7	79.51	63	1	89.86
60	8	79.82	63	2	90.26
60	9	80.12	63	3	90.67
60	10	80.44	63	4	91.07
60	11	80.75	63	5	91.48
61	0	81.06	63	6	91.89
61	1	81.39	63	7	92.30
61	2	81.71	63	8	92.71
61	3	82.04	63	9	93.13
61	4	82.37	63	10	93.55
61	5	82.70	63	11	93.96
61	6	83.04	64	0	94.38
61	7	83.37	64	1	94.84
61	8	83.71	64	2	95.30
61	9	84.04	64	3	95.76
61	10	84.38	64	4	96.22
61	11	84.72	64	5	96.69
62	0	85.06	64	6	97.16
62	1	85.42	64	7	97.63
62	2	85.78	64	8	98.10
62	3	86.14	64	9	98.57
62	4	86.50	64	10	99.04
62	5	86.87	64	11	99.52

The pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.6 % of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.



**Tariff A**  
(Start of coverage from 1 January 2007)

Age upon access of pension		Reduction factor	Age upon access of pension		Reduction factor
Years	Months	as a %	Years	Months	as a %
60	0	79.75	62	6	88.84
60	1	80.03	62	7	89.17
60	2	80.32	62	8	89.51
60	3	80.61	62	9	89.84
60	4	80.89	62	10	90.17
60	5	81.18	62	11	90.50
60	6	81.46	63	0	90.83
60	7	81.75	63	1	91.20
60	8	82.03	63	2	91.56
60	9	82.32	63	3	91.92
60	10	82.60	63	4	92.28
60	11	82.89	63	5	92.65
61	0	83.17	63	6	93.01
61	1	83.48	63	7	93.37
61	2	83.79	63	8	93.74
61	3	84.09	63	9	94.10
61	4	84.40	63	10	94.46
61	5	84.71	63	11	94.82
61	6	85.01	64	0	95.19
61	7	85.32	64	1	95.59
61	8	85.63	64	2	95.99
61	9	85.93	64	3	96.39
61	10	86.24	64	4	96.79
61	11	86.54	64	5	97.19
62	0	86.85	64	6	97.59
62	1	87.18	64	7	97.99
62	2	87.51	64	8	98.40
62	3	87.85	64	9	98.80
62	4	88.18	64	10	99.20
62	5	88.51	64	11	99.60

The pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.6% of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.

**Tariff A**  
(Start of coverage from 1 January 2012)

Age upon access of pension		Reduction factor	Age upon access of pension		Reduction factor
Years	Months	as a %	Years	Months	as a %
62	0	87.68	64	0	95.49
62	1	87.98	64	1	95.86
62	2	88.29	64	2	96.23
62	3	88.59	64	3	96.60
62	4	88.90	64	4	96.97
62	5	89.21	64	5	97.34
62	6	89.52	64	6	97.72
62	7	89.84	64	7	98.09
62	8	90.15	64	8	98.47
62	9	90.46	64	9	98.85
62	10	90.78	64	10	99.23
62	11	91.10	64	11	99.62
63	0	91.41			
63	1	91.75			
63	2	92.08			
63	3	92.42			
63	4	92.75			
63	5	93.09			
63	6	93.43			
63	7	93.77			
63	8	94.11			
63	9	94.46			
63	10	94.80			
63	11	95.15			

The pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.6% of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.

**Tariff A****(Start of coverage from 1 January 2015)**

Age upon access of pension		Reduction factor
Years	Months	as a %
62	0	88.48
62	1	88.77
62	2	89.05
62	3	89.34
62	4	89.63
62	5	89.92
62	6	90.21
62	7	90.50
62	8	90.79
62	9	91.09
62	10	91.38
62	11	91.68
63	0	91.98
63	1	92.29
63	2	92.60
63	3	92.91
63	4	93.23
63	5	93.54
63	6	93.86
63	7	94.18
63	8	94.50
63	9	94.82
63	10	95.14
63	11	95.47

Age upon access of pension		Reduction factor
Years	Months	as a %
64	0	95.79
64	1	96.13
64	2	96.48
64	3	96.82
64	4	97.17
64	5	97.52
64	6	97.87
64	7	98.22
64	8	98.57
64	9	98.93
64	10	99.28
64	11	99.64

The pension surcharge for memberships with start of coverage up to 30/06/2015 for each month for which benefits are not drawn after the age of 65 is 0.6% of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC. For memberships with start of coverage from 01/07/2015, the pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.35% of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.

**Tariff A****(Start of coverage from 1 January 2017)**

Age upon access of pension		Reduction factor
Years	Months	as a %
62	0	89.58
62	1	89.84
62	2	90.10
62	3	90.37
62	4	90.63
62	5	90.90
62	6	91.17
62	7	91.43
62	8	91.70
62	9	91.98
62	10	92.25
62	11	92.52
63	0	92.80
63	1	93.08
63	2	93.36
63	3	93.64
63	4	93.93
63	5	94.22
63	6	94.50
63	7	94.79
63	8	95.08
63	9	95.38
63	10	95.67
63	11	95.96

Age upon access of pension		Reduction factor
Years	Months	as a %
64	0	96.26
64	1	96.56
64	2	96.87
64	3	97.17
64	4	97.48
64	5	97.79
64	6	98.10
64	7	98.42
64	8	98.73
64	9	99.04
64	10	99.36
64	11	99.68

The pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.3% of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.

**Tariff A****(Contributions from 1 January 2021 – Succession insurance 2021)**

Age upon access of pension		Reduction factor	Age upon access of pension		Reduction factor
Years	Months	as a %	Years	Months	as a %
60	0	84.94	62	6	91.82
60	1	85.15	62	7	92.07
60	2	85.37	62	8	92.32
60	3	85.58	62	9	92.57
60	4	85.80	62	10	92.82
60	5	86.02	62	11	93.08
60	6	86.23	63	0	93.33
60	7	86.45	63	1	93.59
60	8	86.67	63	2	93.85
60	9	86.89	63	3	94.12
60	10	87.11	63	4	94.38
60	11	87.34	63	5	94.65
61	0	87.56	63	6	94.91
61	1	87.79	63	7	95.18
61	2	88.02	63	8	95.45
61	3	88.24	63	9	95.72
61	4	88.47	63	10	95.99
61	5	88.70	63	11	96.26
61	6	88.94	64	0	96.54
61	7	89.17	64	1	96.82
61	8	89.40	64	2	97.10
61	9	89.64	64	3	97.38
61	10	89.87	64	4	97.67
61	11	90.11	64	5	97.96
62	0	90.35	64	6	98.24
62	1	90.59	64	7	98.53
62	2	90.84	64	8	98.82
62	3	91.08	64	9	99.11
62	4	91.33	64	10	99.41
62	5	91.57	64	11	99.70

The pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.3 % of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.

**Tariff A****(Re-insurance from 1 January 2021)**

Age upon access of pension		Reduction factor	Age upon access of pension		Reduction factor
Years	Months	as a %	Years	Months	as a %
62	0	90.58	64	0	96.62
62	1	90.81	64	1	96.89
62	2	91.05	64	2	97.17
62	3	91.29	64	3	97.45
62	4	91.53	64	4	97.72
62	5	91.77	64	5	98.00
62	6	92.01	64	6	98.28
62	7	92.26	64	7	98.57
62	8	92.50	64	8	98.85
62	9	92.75	64	9	99.14
62	10	92.99	64	10	99.42
62	11	93.24	64	11	99.71
63	0	93.49			
63	1	93.74			
63	2	94.00			
63	3	94.26			
63	4	94.51			
63	5	94.77			
63	6	95.03			
63	7	95.29			
63	8	95.56			
63	9	95.82			
63	10	96.09			
63	11	96.35			

The pension surcharge for each month for which benefits are not drawn after the age of 65 is 0.3 % of the pension entitlement achieved in a calendar year in accordance with A Section 4 TC.

**Tariff K**

(concerning the basic provision)

Age upon access of pension		Reduction factor	Age upon access of pension		Reduction factor
Years	Months	as a %	Years	Months	as a %
62	0	82.80	64	6	90.61
62	1	83.04	64	7	90.90
62	2	83.28	64	8	91.19
62	3	83.52	64	9	91.48
62	4	83.76	64	10	91.77
62	5	84.01	64	11	92.06
62	6	84.25	65	0	92.35
62	7	84.50	65	1	92.65
62	8	84.75	65	2	92.95
62	9	85.00	65	3	93.25
62	10	85.25	65	4	93.55
62	11	85.50	65	5	93.86
63	0	85.76	65	6	94.16
63	1	86.01	65	7	94.47
63	2	86.27	65	8	94.78
63	3	86.53	65	9	95.09
63	4	86.79	65	10	95.40
63	5	87.05	65	11	95.72
63	6	87.32	66	0	96.04
63	7	87.58	66	1	96.36
63	8	87.85	66	2	96.68
63	9	88.12	66	3	97.00
63	10	88.39	66	4	97.33
63	11	88.66	66	5	97.65
64	0	88.93	66	6	97.98
64	1	89.21	66	7	98.31
64	2	89.49	66	8	98.65
64	3	89.76	66	9	98.98
64	4	90.05	66	10	99.32
64	5	90.33	66	11	99.66

The pension supplement is, for every month for which payments are not obtained after the completion of the 67th year, 0.3% of the respective pension entitlement amassed in a calendar year according to K Section 3 TC under the basic provision.

**Tariff Conditions (TC)****Tariff A****A Section 1****Contributions**

1. The standard contribution is 6% of the pensionable earnings (Section 12 GTCl). It is intended to provide a benchmark for the contribution that enables the establishment of an effective supplement to the pension and is to be borne by the member (member's share) in the amount of 1/3 and the fund company (company share) in the amount of 2/3.

A different form and amount of the contribution than the standard contribution is permitted. The member company must indicate which contribution parts are attributable to the member share and the company share.

In this case, annual contributions that exceed 8% of the assessment ceiling for statutory pension insurance apply as a special payment within the meaning of A Section 2 of these tariff conditions.

Section 10 (2) GTCl applies to individual members.

2. Members who are insured according to Tariff A can, upon application, allow the pension fund to continuously pay additional contributions to increase their pension entitlement. The obligation can also be assumed by the fund company instead of the member.

The obligation can be entered into at the beginning of a month and withdrawn with a three-month notice period at the end of a month. A later repetition of the application is permitted.

3. The pension fund can make the approval dependent on the satisfactory result of a health examination (Section 5 GTCl).

**A Section 2****Special payments**

1. Upon application, the pension fund can allow special payments for insurance under Tariff A to increase or justify a pension entitlement or pension claim.
2. The pension fund can make the approval dependent on the satisfactory result of a health examination (Section 5 GTCl).

**A Section 3****Contribution reimbursement**

N/A

## A Section 4

**Pension amount**

1. The annual amount of the pension is made up of incremental amounts that depend on the contributions paid in each calendar year and the age of the member in the year in which the contribution is paid.
2. The increases result from the following annuity factors related to the regular contributions as a percentage:

**Contributions from 1 January 2004 for Tariff A**  
**(Start of coverage until 31 December 2006)**

Age in years	Annuity factor	Age in years	Annuity factor
15	21.40 %	42	10.30 %
16	20.80 %	43	10.00 %
17	20.30 %	44	9.80 %
18	19.70 %	45	9.50 %
19	19.20 %	46	9.30 %
20	18.70 %	47	9.00 %
21	18.10 %	48	8.80 %
22	17.60 %	49	8.60 %
23	17.20 %	50	8.40 %
24	16.70 %	51	8.10 %
25	16.20 %	52	7.90 %
26	15.80 %	53	7.70 %
27	15.40 %	54	7.50 %
28	15.00 %	55	7.40 %
29	14.60 %	56	7.20 %
30	14.20 %	57	7.00 %
31	13.80 %	58	6.80 %
32	13.40 %	59	6.70 %
33	13.10 %	60	6.50 %
34	12.70 %	61	6.30 %
35	12.40 %	62	6.20 %
36	12.10 %	63	6.00 %
37	11.70 %	64	5.80 %
38	11.40 %	65	5.70 %
39	11.10 %	66	5.68 %
40	10.80 %	67	5.73 %
41	10.60 %	68	5.05 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2007)**

Age in years	Annuity factor	Age in years	Annuity factor
15	13.49 %	45	7.22 %
16	13.22 %	46	7.08 %
17	12.94 %	47	6.93 %
18	12.68 %	48	6.79 %
19	12.41 %	49	6.66 %
20	12.16 %	50	6.52 %
21	11.90 %	51	6.39 %
22	11.65 %	52	6.26 %
23	11.41 %	53	6.13 %
24	11.17 %	54	6.01 %
25	10.94 %	55	5.89 %
26	10.71 %	56	5.77 %
27	10.49 %	57	5.66 %
28	10.27 %	58	5.54 %
29	10.06 %	59	5.43 %
30	9.85 %	60	5.32 %
31	9.64 %	61	5.22 %
32	9.44 %	62	5.11 %
33	9.25 %	63	5.00 %
34	9.06 %	64	4.88 %
35	8.87 %	65	4.76 %
36	8.69 %	66	4.77 %
37	8.51 %	67	4.78 %
38	8.34 %	68	4.23 %
39	8.17 %		
40	8.00 %		
41	7.84 %		
42	7.68 %		
43	7.52 %		
44	7.37 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2012)**

Age in years	Annuity factor	Age in years	Annuity factor
15	10.02 %	45	6.15 %
16	9.86 %	46	6.06 %
17	9.70 %	47	5.96 %
18	9.54 %	48	5.87 %
19	9.39 %	49	5.78 %
20	9.24 %	50	5.69 %
21	9.08 %	51	5.60 %
22	8.93 %	52	5.51 %
23	8.79 %	53	5.43 %
24	8.64 %	54	5.34 %
25	8.50 %	55	5.26 %
26	8.36 %	56	5.18 %
27	8.23 %	57	5.10 %
28	8.09 %	58	5.02 %
29	7.96 %	59	4.94 %
30	7.83 %	60	4.86 %
31	7.71 %	61	4.79 %
32	7.58 %	62	4.71 %
33	7.46 %	63	4.63 %
34	7.34 %	64	4.55 %
35	7.22 %	65	4.46 %
36	7.11 %	66	4.27 %
37	7.00 %	67	4.13 %
38	6.88 %	68	3.98 %
39	6.77 %		
40	6.67 %		
41	6.56 %		
42	6.46 %		
43	6.35 %		
44	6.25 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2015)**

Age in years	Annuity factor	Age in years	Annuity factor
15	7.40 %	45	5.23 %
16	7.31 %	46	5.17 %
17	7.23 %	47	5.11 %
18	7.14 %	48	5.06 %
19	7.06 %	49	5.00 %
20	6.98 %	50	4.95 %
21	6.90 %	51	4.89 %
22	6.81 %	52	4.84 %
23	6.73 %	53	4.79 %
24	6.66 %	54	4.73 %
25	6.58 %	55	4.68 %
26	6.50 %	56	4.63 %
27	6.42 %	57	4.58 %
28	6.35 %	58	4.53 %
29	6.28 %	59	4.48 %
30	6.20 %	60	4.43 %
31	6.13 %	61	4.38 %
32	6.06 %	62	4.33 %
33	5.99 %	63	4.28 %
34	5.92 %	64	4.22 %
35	5.86 %	65	4.16 %
36	5.79 %	66	4.09 %
37	5.72 %	67	3.94 %
38	5.66 %	68	3.82 %
39	5.60 %		
40	5.53 %		
41	5.47 %		
42	5.41 %		
43	5.35 %		
44	5.29 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2017)**

Age in years	Annuity factor	Age in years	Annuity factor
15	5.61 %	45	4.38 %
16	5.56 %	46	4.35 %
17	5.52 %	47	4.31 %
18	5.47 %	48	4.28 %
19	5.43 %	49	4.25 %
20	5.38 %	50	4.21 %
21	5.34 %	51	4.18 %
22	5.29 %	52	4.15 %
23	5.25 %	53	4.12 %
24	5.20 %	54	4.08 %
25	5.16 %	55	4.05 %
26	5.12 %	56	4.02 %
27	5.07 %	57	3.99 %
28	5.03 %	58	3.96 %
29	4.99 %	59	3.93 %
30	4.95 %	60	3.90 %
31	4.91 %	61	3.87 %
32	4.87 %	62	3.84 %
33	4.83 %	63	3.80 %
34	4.79 %	64	3.77 %
35	4.75 %	65	3.74 %
36	4.71 %	66	3.71 %
37	4.67 %	67	3.70 %
38	4.64 %	68	3.70 %
39	4.60 %		
40	4.56 %		
41	4.52 %		
42	4.49 %		
43	4.45 %		
44	4.42 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Contributions from 1 January 2021 – Succession insurance)**

Age in years	Annuity factor	Age in years	Annuity factor
15	4.08 %	45	3.68 %
16	4.07 %	46	3.67 %
17	4.05 %	47	3.66 %
18	4.04 %	48	3.65 %
19	4.02 %	49	3.64 %
20	4.01 %	50	3.63 %
21	4.00 %	51	3.62 %
22	3.98 %	52	3.61 %
23	3.97 %	53	3.60 %
24	3.95 %	54	3.58 %
25	3.94 %	55	3.57 %
26	3.93 %	56	3.56 %
27	3.91 %	57	3.55 %
28	3.90 %	58	3.54 %
29	3.88 %	59	3.53 %
30	3.87 %	60	3.52 %
31	3.86 %	61	3.51 %
32	3.84 %	62	3.50 %
33	3.83 %	63	3.49 %
34	3.82 %	64	3.47 %
35	3.81 %	65	3.46 %
36	3.79 %	66	3.45 %
37	3.78 %	67	3.44 %
38	3.77 %	68	3.44 %
39	3.76 %		
40	3.74 %		
41	3.73 %		
42	3.72 %		
43	3.71 %		
44	3.69 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A  
(Re-insurance from 1 January 2021)**

Age in years	Annuity factor	Age in years	Annuity factor
15	3.61 %	45	3.44 %
16	3.60 %	46	3.43 %
17	3.59 %	47	3.43 %
18	3.59 %	48	3.42 %
19	3.58 %	49	3.42 %
20	3.58 %	50	3.41 %
21	3.57 %	51	3.41 %
22	3.56 %	52	3.41 %
23	3.56 %	53	3.40 %
24	3.55 %	54	3.40 %
25	3.54 %	55	3.39 %
26	3.54 %	56	3.39 %
27	3.53 %	57	3.39 %
28	3.53 %	58	3.38 %
29	3.52 %	59	3.38 %
30	3.52 %	60	3.38 %
31	3.51 %	61	3.37 %
32	3.50 %	62	3.37 %
33	3.50 %	63	3.36 %
34	3.49 %	64	3.35 %
35	3.49 %	65	3.35 %
36	3.48 %	66	3.33 %
37	3.48 %	67	3.33 %
38	3.47 %	68	3.33 %
39	3.47 %		
40	3.46 %		
41	3.46 %		
42	3.45 %		
43	3.45 %		
44	3.44 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

3. If the co-insurance of an occupational invalidity pension is waived, the increase amounts result from the following annuity factors related to the contributions as a percentage:

**Contributions from 1 January 2004 for Tariff A  
(Start of coverage until 31 December 2006)**

Age in years	Annuity factor	Age in years	Annuity factor
15	23.00 %	40	11.60 %
16	22.40 %	41	11.20 %
17	21.80 %	42	10.90 %
18	21.20 %	43	10.60 %
19	20.60 %	44	10.30 %
20	20.10 %	45	10.10 %
21	19.50 %	46	9.80 %
22	19.00 %	47	9.50 %
23	18.50 %	48	9.30 %
24	18.00 %	49	9.00 %
25	17.50 %	50	8.80 %
26	17.00 %	51	8.50 %
27	16.50 %	52	8.30 %
28	16.10 %	53	8.10 %
29	15.60 %	54	7.80 %
30	15.20 %	55	7.60 %
31	14.80 %	56	7.40 %
32	14.40 %	57	7.20 %
33	14.00 %	58	7.00 %
34	13.60 %	59	6.80 %
35	13.30 %	60	6.60 %
36	12.90 %	61	6.40 %
37	12.50 %	62	6.20 %
38	12.20 %	63	6.00 %
39	11.90 %	64	5.90 %
		65	5.70 %
		66	5.68 %
		67	5.73 %
		68	5.05 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.



**Contributions for Tariff A**  
**(Start of coverage from 1 January 2007)**

Age in years	Annuity factor	Age in years	Annuity factor
15	13.94 %	40	8.23 %
16	13.65 %	41	8.06 %
17	13.37 %	42	7.89 %
18	13.09 %	43	7.72 %
19	12.82 %	44	7.56 %
20	12.56 %	45	7.40 %
21	12.29 %	46	7.25 %
22	12.04 %	47	7.10 %
23	11.78 %	48	6.95 %
24	11.54 %	49	6.80 %
25	11.30 %	50	6.66 %
26	11.06 %	51	6.52 %
27	10.83 %	52	6.38 %
28	10.60 %	53	6.25 %
29	10.38 %	54	6.11 %
30	10.16 %	55	5.98 %
31	9.95 %	56	5.86 %
32	9.74 %	57	5.73 %
33	9.54 %	58	5.60 %
34	9.34 %	59	5.48 %
35	9.15 %	60	5.36 %
36	8.96 %	61	5.24 %
37	8.77 %	62	5.12 %
38	8.59 %	63	5.00 %
39	8.41 %	64	4.88 %
		65	4.76 %
		66	4.77 %
		67	4.78 %
		68	4.23 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2012)**

Age in years	Annuity factor	Age in years	Annuity factor
15	10.32 %	40	6.84 %
16	10.15 %	41	6.73 %
17	9.99 %	42	6.62 %
18	9.83 %	43	6.51 %
19	9.67 %	44	6.40 %
20	9.51 %	45	6.30 %
21	9.36 %	46	6.20 %
22	9.20 %	47	6.09 %
23	9.05 %	48	6.00 %
24	8.90 %	49	5.90 %
25	8.76 %	50	5.80 %
26	8.61 %	51	5.71 %
27	8.47 %	52	5.61 %
28	8.33 %	53	5.52 %
29	8.20 %	54	5.43 %
30	8.06 %	55	5.34 %
31	7.93 %	56	5.25 %
32	7.80 %	57	5.16 %
33	7.67 %	58	5.07 %
34	7.55 %	59	4.98 %
35	7.43 %	60	4.90 %
36	7.30 %	61	4.81 %
37	7.19 %	62	4.72 %
38	7.07 %	63	4.64 %
39	6.95 %	64	4.55 %
		65	4.46 %
		66	4.27 %
		67	4.13 %
		68	3.98 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2015)**

Age in years	Annuity factor	Age in years	Annuity factor
15	7.60 %	40	5.66 %
16	7.51 %	41	5.60 %
17	7.42 %	42	5.53 %
18	7.34 %	43	5.47 %
19	7.25 %	44	5.40 %
20	7.17 %	45	5.34 %
21	7.08 %	46	5.28 %
22	7.00 %	47	5.22 %
23	6.92 %	48	5.16 %
24	6.84 %	49	5.10 %
25	6.75 %	50	5.04 %
26	6.68 %	51	4.98 %
27	6.60 %	52	4.92 %
28	6.52 %	53	4.86 %
29	6.44 %	54	4.80 %
30	6.37 %	55	4.74 %
31	6.29 %	56	4.69 %
32	6.22 %	57	4.63 %
33	6.15 %	58	4.57 %
34	6.08 %	59	4.52 %
35	6.00 %	60	4.46 %
36	5.93 %	61	4.40 %
37	5.87 %	62	4.34 %
38	5.80 %	63	4.28 %
39	5.73 %	64	4.22 %
		65	4.16 %
		66	4.09 %
		67	3.94 %
		68	3.82 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Start of coverage from 1 January 2017)**

Age in years	Annuity factor	Age in years	Annuity factor
15	5.71 %	40	4.62 %
16	5.66 %	41	4.58 %
17	5.61 %	42	4.55 %
18	5.57 %	43	4.51 %
19	5.52 %	44	4.47 %
20	5.47 %	45	4.43 %
21	5.43 %	46	4.40 %
22	5.38 %	47	4.36 %
23	5.34 %	48	4.32 %
24	5.29 %	49	4.29 %
25	5.25 %	50	4.25 %
26	5.20 %	51	4.22 %
27	5.16 %	52	4.18 %
28	5.12 %	53	4.15 %
29	5.07 %	54	4.11 %
30	5.03 %	55	4.08 %
31	4.99 %	56	4.04 %
32	4.95 %	57	4.01 %
33	4.90 %	58	3.98 %
34	4.86 %	59	3.94 %
35	4.82 %	60	3.91 %
36	4.78 %	61	3.87 %
37	4.74 %	62	3.84 %
38	4.70 %	63	3.81 %
39	4.66 %	64	3.77 %
		65	3.74 %
		66	3.71 %
		67	3.70 %
		68	3.70 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Contributions from 1 January 2021 – Succession insurance)**

Age in years	Annuity factor	Age in years	Annuity factor
15	4.14 %	40	3.79 %
16	4.13 %	41	3.78 %
17	4.12 %	42	3.76 %
18	4.10 %	43	3.75 %
19	4.09 %	44	3.74 %
20	4.07 %	45	3.72 %
21	4.06 %	46	3.71 %
22	4.04 %	47	3.70 %
23	4.03 %	48	3.68 %
24	4.01 %	49	3.67 %
25	4.00 %	50	3.66 %
26	3.98 %	51	3.65 %
27	3.97 %	52	3.63 %
28	3.96 %	53	3.62 %
29	3.94 %	54	3.61 %
30	3.93 %	55	3.60 %
31	3.91 %	56	3.58 %
32	3.90 %	57	3.57 %
33	3.89 %	58	3.56 %
34	3.87 %	59	3.54 %
35	3.86 %	60	3.53 %
36	3.84 %	61	3.52 %
37	3.83 %	62	3.50 %
38	3.82 %	63	3.49 %
39	3.80 %	64	3.48 %
		65	3.46 %
		66	3.45 %
		67	3.44 %
		68	3.44 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

**Contributions for Tariff A**  
**(Re-insurance from 1 January 2021)**

Age in years	Annuity factor	Age in years	Annuity factor
15	3.66 %	40	3.50 %
16	3.65 %	41	3.50 %
17	3.65 %	42	3.49 %
18	3.64 %	43	3.48 %
19	3.63 %	44	3.48 %
20	3.63 %	45	3.47 %
21	3.62 %	46	3.47 %
22	3.62 %	47	3.46 %
23	3.61 %	48	3.45 %
24	3.60 %	49	3.45 %
25	3.60 %	50	3.44 %
26	3.59 %	51	3.44 %
27	3.58 %	52	3.43 %
28	3.58 %	53	3.43 %
29	3.57 %	54	3.42 %
30	3.56 %	55	3.41 %
31	3.56 %	56	3.41 %
32	3.55 %	57	3.40 %
33	3.54 %	58	3.40 %
34	3.54 %	59	3.39 %
35	3.53 %	60	3.38 %
36	3.53 %	61	3.38 %
37	3.52 %	62	3.37 %
38	3.51 %	63	3.36 %
39	3.51 %	64	3.35 %
		65	3.35 %
		66	3.33 %
		67	3.33 %
		68	3.33 %

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

- The assumption of current pension obligations from other pension providers takes place against payment of one-off contributions, which are shown in the technical business plan.
- Every five years, for the first time in January 2022, the pension fund checks the survivor's insurance 2021 to see whether it has been approved by the Federal

Agency for financial services supervision on 1 January of the following year, with effect for future contribution payments, an increase in the annuity factors as a percentage up to a maximum of the annuity factors as a percentage applicable up to 31/12/2020 (GTCL/TC in the version of 01/08/2019) is possible. The necessary change to the rules of the pension fund will be submitted to the general meeting for resolution.

#### A Section 5

##### Profit sharing

All insurance policies established before 01/01/1997 are combined in the profit group of Tariff A in group 1. The insurance policies established after 31/12/1996 form group 2.

Payments made after 31/12/2003 in one of the tariffs are combined in group 3.

Insurance policies that were established after 31/12/2006 are combined in group 4. Insurance policies established after 31/12/2011 form group 5. Insurance policies established after 31/12/2014 form group 6. Insurance policies established after 31/12/2016 form group 7. Payments made after 01/01/2021 are combined in a group 8 for insurance policies established before 01/01/2021. Insurance policies that were established after 31/12/2020 are grouped together in group 9.

#### Tariff B

#### B Section 1

##### Contributions

The annual contribution is based on the amount of the agreed pension and amounts to € 1,000 per year.

##### Start of coverage after 31 December 1996

with start of coverage at the age of (years)	for male members	for female members
21	156.04 €	150.67 €
22	163.92 €	158.17 €
23	172.24 €	166.10 €
24	180.98 €	174.46 €

25	190.26 €	183.35 €
26	200.02 €	192.67 €
27	210.39 €	202.59 €
28	221.44 €	213.08 €
29	233.19 €	224.25 €
30	245.70 €	236.20 €
31	259.09 €	248.92 €
32	273.44 €	262.54 €
33	288.67 €	277.06 €
34	305.21 €	292.72 €
35	322.83 €	309.54 €
36	341.75 €	327.67 €
37	362.28 €	347.18 €
38	384.47 €	368.24 €
39	408.42 €	391.23 €
40	434.41 €	416.25 €
41	462.75 €	443.43 €
42	493.70 €	473.24 €
43	527.69 €	505.89 €
44	565.00 €	541.92 €
45	606.05 €	581.89 €
46	651.40 €	626.03 €
47	702.07 €	675.41 €
48	758.67 €	731.21 €
49	822.68 €	794.34 €
50	895.36 €	866.85 €
51	978.32 €	950.07 €
52	1074.41 €	1046.46 €
53	1186.01 €	1159.73 €
54	1316.96 €	1293.67 €
55	1473.37 €	1454.88 €
56	1662.59 €	1651.97 €
57	1896.57 €	1897.01 €
58	2193.71 €	2211.00 €
59	2585.75 €	2626.10 €
60	3111.62 €	3129.44 €
61	3858.66 €	3794.89 €
62	5106.38 €	4947.15 €
63	7527.86 €	7317.52 €
64	14760.73 €	14444.05 €

The age is the age on the date of birth closest to the start of insurance. The contribution is to be paid by the member, unless the fund company pays the contribution in whole or in part for corporate members.

#### B Section 2

##### **Increase insurance**

Members who are insured according to Tariff B can also allow the pension fund to increase the insured annual pension with additional insurance multiple times.

#### B Section 3

##### **Ongoing increase insurance**

1. When applying for insurance under Tariff B, the pension fund can allow the applicant to undertake to take out incremental insurance on an ongoing basis within the framework of the respective increase in the maximum contribution to the statutory pension insurance.
2. The obligation according to clause 1 can be terminated with one month's notice to the end of the month. Subsequent repetition of the application according to clause 1 is permitted.

#### B Section 4

##### **Suspended insurance**

If the insurance according to Tariff B has been suspended without the contributions for the period of suspension having been paid, 1/3 of the contributions that would have been paid for the period of suspension in the event of subsequent payment are deducted from the amount determined according to clause 1.

#### B Section 5

##### **Pension amount**

1. The annual amount of the pension is the amount stated in the insurance policy (Section 6 GTCl). If the insurance was exempt from contributions before the occurrence of the insured event (Section 10 (3) GTCl), the amount specified in the supplement to the insurance policy is decisive.
2. The prerequisite for the granting of benefits is a twelve-month contribution payment (waiting period). If the insured event occurs before the end of the waiting period, the full contributions will be repaid.

#### B Section 6

##### **Profit sharing**

All insurance policies that were established before 01/01/1997 are summarised in the profit group of Tariff B in group 1. The insurance policies established after 31/12/1996 form group 2.

#### **Tariff E**

#### E Section 1

##### **Contributions**

1. Monthly contributions are payable on the pension insurance in Tariff E.
2. The regular monthly contribution for corporate members is 6% of the pensionable earnings within the meaning of Section 12 GTCl. It is intended to provide a benchmark for the contribution that enables the establishment of an effective supplement to the pension and is to be borne by the member (member's share) in the amount of 1/3 and the fund company (company share) in the amount of 2/3.

A different form and amount of contribution is permitted. The fund company must notify which contribution portions are attributable to the member's share and the corporate share.

Annual contributions that exceed 8% of the assessment ceiling for statutory pension insurance are considered special payments within the meaning of E Section 2 of these TC. When paying the contribution, the limit set out in Section 232 VAG must be observed.

3. Section 10 (2) GTCl applies to individual members.
4. Members who are insured according to Tariff E can also, upon application, allow the pension fund to increase the amount of the monthly contributions to increase the pension entitlement after the start of insurance. The obligation to pay the increased contributions can also be assumed by the fund company for corporate members instead of the member.  
The obligation under this clause 4 can be entered into at the beginning of a month and withdrawn with a three-month notice period at the end of a month. A repetition of the application is permitted.

#### E Section 2

##### **Special payments**

Upon application, the pension fund can allow special payments for insurance

according to Tariff E to increase or establish a pension entitlement or pension claim.

#### E Section 3

##### **Investment of contributions**

The unit-linked pension insurance in Tariff E offers insurance protection with direct participation in the value development of one or more of the assets selected by the member upon application in accordance with Section 2 GTCl (investment portfolio). The contributions to the pension insurance in Tariff E are invested in assets of the investment portfolio based on the following conditions.

1. The following assets of the investment portfolio available for selection to members from the pension fund when submitting the application include:
  - a) Shares in a special fund managed by a capital investment company.

Section 241 VAG must be observed.

2. The pension fund maintains custody accounts with a bank in the name of the pension fund for the account of the members in Tariff E ("custody accounts").
3. With the regular contributions that are paid into the pension insurance in Tariff E and with special payments within the meaning of E Section 2, the pension fund acquires the respective assets of the investment portfolio that are kept in the custody accounts. The assets kept in the custody accounts form one or more investment stocks within the meaning of Section 125 VAG of pension insurance in Tariff E (investment stocks). The investment stocks are managed separately from other assets and divided into shares.
4. Within the investment portfolio, which is made available to the members by the pension fund, both assets can be exchanged and additional assets can be added during the term of the insurance contract by decision of the member with the consent of the respective fund company. The costs incurred for the reallocation are to be borne by the member.
5. A transfer of the assets acquired for the investment stock and attributable to the respective member to a member is excluded.
6. The insurance benefits depend on the value of the total assets acquired for the member or the share units allotted to the respective member. The value of a unit depends on the performance of the investment stock.
7. The pension fund receives an administration fee from the investment portfolio, the amount of which is based on the contractual terms of the fund in accordance with Section 1. a) or a separate agreement with the members concerned.

#### E Section 4

##### **Switch to Tariff A**

1. All contributions that members of Tariff E pay after they have reached the age of 55 are treated according to the tariff conditions of Tariff A without occupational invalidity pension.
2. In addition, on 15/09 of each year following the member's 55th birthday, in the event of survival, 1/10 of the share units of the investment stock acquired in accordance with E Section 3 and attributable to the member are sold and the proceeds from the sale as an additional current contribution as defined in A Section 1 (2) TC are paid into Tariff A without occupational invalidity pension ("reallocation").
3. The reallocation of share units not divisible by 10 takes place together with the reallocation of the last 1/10 of the share units allotted to the member on 15/9 of the year following the year in which the age of 65 is reached.
4. Another form of reallocation can be agreed upon with the approval of the fund company and member. When the age of 65 is reached, the reallocation must also be completed in these cases.

#### E Section 5

##### **Profit sharing**

1. Unless otherwise regulated in the technical business plan, all insurance policies in Tariff E are summarised in a separate profit group with regard to Section 15 a GTCl.
2. Contributions that are paid into Tariff A or reallocated according to E Section 4 TC form a joint profit group with the other contributions paid into Tariff A.

#### E Section 6

##### **Pension amount**

1. The annual amount of the pension is made up of increment amounts that depend on the amount of the contributions that are paid for the member from the age of 55 in each calendar year according to E Section 4 (1) in Tariff A, including the amounts from the investment portfolio allocated to Tariff A according to E Section 4 (2). The increment amounts also depend on the age of the member in the respective year in which the membership fee is paid.
2. The increment amounts result from the percentages according to the tables in A Section 4 (3). An occupational invalidity insurance is not included in E Section 8.

3. Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

#### E Section 7

##### **Minimum benefit**

1. Since the development of the assets in the investment stock cannot be foreseen, the pension fund cannot guarantee the amount of the pension before the start of the pension payment. There is the possibility of increasing the value of the assets in the investment stock, in particular if the price increases; In the event of price drops, the members insured in Tariff E bear the risk of impairment. In the case of assets that are not denominated in euros, fluctuations in exchange rates can also affect the value of the investment. This means that the pension will be higher or lower depending on the development of the assets in the investment stock. The pension fund does not guarantee a certain minimum level of benefits from the pension insurance.
2. As far as claims of members exist according to Section 1 (2) 2 BetrAVG (contribution commitment with minimum benefit), these are directed exclusively against the fund company.

#### E Section 8

##### **Occupational invalidity**

The granting of insurance benefits in the event of occupational invalidity is excluded in Tariff E. Insurance benefits in the event of occupational invalidity cannot be granted to members insured under Tariff E, even after a transition from Tariff E to Tariff A in accordance with Section 2 (2) GTCl, as the reallocation to Tariff A takes place without occupational invalidity.

#### E Section 9

##### **Survivor's insurance**

1. In the event of the death of the member before reaching the age limit, the share units of the investment stock attributable to the member at the time of death will be sold upon application for survivor's insurance. Shares that have already been reallocated result in entitlements to survivor's benefits under Tariff A.
2. In deviation from Section 26 GTCl, the sales proceeds of the share units will be converted as a one-off amount into a lifelong pension obligation of the pension fund to the surviving spouse or life partner in accordance with Section 1 of the Civil Partnership Act according to the table contained in the technical business plan for the assumption of such pension obligations from other pension funds.

Section 26 (1) to (4) GTCl only apply to assets that have already been reallocated to Tariff A at the time of death.

3. If the insured person does not leave a spouse or partner and the requirements of Section 27 (1) GTCl are met, the orphans are entitled to a pension in equal parts of the available assets. The amount of the pension results from the distribution of the share units over the further years of life up to the age of 18. Section 27 (2) to (4) GTCl only apply to assets that have already been reallocated to Tariff A at the time of death.
4. If no application is made for a survivor's pension until the time at which the member reaches the age limit according to the conditions applicable to Tariff A, the share units attributable to the deceased member expire at this point in time in favour of the other members who are insured under Tariff E.

In this case, the amount of the pension entitlements according to (2) and (3) is based on the value of the shares units on the expiry date. With regard to the limitation of pension claims in this regard, the surviving dependants are presented as if they had submitted an application for a survivor's pension on the expiry date. Section 22 a GTCl applies. The entitlement to apply for a survivor's pension itself is subject to the statute of limitations of Section 18 a BetrAVG.

## Tariff Conditions (TC) for Tariff K

### K Section 1

#### Contributions

1. Monthly contributions are payable on the pension insurance in Tariff K.
2. The regular monthly contribution for corporate members is 6% of the pensionable earnings within the meaning of Section 12 GTCl. It is intended to provide a benchmark for the contribution that enables the establishment of an effective supplement to the pension and is to be borne by the member (member's share) in the amount of 1/3 and the fund company (company share) in the amount of 2/3.

A different form and amount of contribution is permitted. The fund company must notify which contribution portions are attributable to the member's share and the corporate share.

Annual contributions that exceed 8% of the assessment ceiling for statutory pension insurance are considered special payments within the meaning of K Section 2.

3. Section 10 (2) GTCl applies to individual members.
4. Members who are insured according to Tariff K can also, upon application, allow the pension fund to increase the amount of the monthly contributions to increase the pension entitlement after the start of insurance. The obligation to pay the increased contributions can also be assumed by the fund company for corporate members instead of the member.

The obligation under clause 4 can be entered into at the beginning of a month and withdrawn with a three-month notice period at the end of a month. A repetition of the application is permitted.

### K Section 2

#### Special payments

Upon application, the pension fund can allow special payments for insurance according to Tariff K to increase or establish a pension entitlement or pension claim.

### K Section 3

#### Basic provision

1. The annual amount of the pension from the basic provision is made up of incremental amounts that depend on the contributions paid in each calen-

dar month and the age of the member in the year in which the contribution is paid.

2. The increases result from the following annuity factors related to the regular contributions as a percentage:

#### Contributions for Tariff K

##### (for establishing the pension from the basic provision)

Age in years	Annuity factor	Age in years	Annuity factor
15	2.22 %	45	2.63 %
16	2.23 %	46	2.64 %
17	2.25 %	47	2.66 %
18	2.26 %	48	2.67 %
19	2.27 %	49	2.69 %
20	2.28 %	50	2.70 %
21	2.30 %	51	2.72 %
22	2.31 %	52	2.73 %
23	2.32 %	53	2.75 %
24	2.34 %	54	2.76 %
25	2.35 %	55	2.78 %
26	2.36 %	56	2.79 %
27	2.38 %	57	2.81 %
28	2.39 %	58	2.82 %
29	2.40 %	59	2.84 %
30	2.42 %	60	2.85 %
31	2.43 %	61	2.87 %
32	2.44 %	62	2.88 %
33	2.46 %	63	2.89 %
34	2.47 %	64	2.91 %
35	2.49 %	65	2.92 %
36	2.50 %	66	2.94 %
37	2.51 %	67	2.95 %
38	2.53 %	68	2.95 %
39	2.54 %	69	2.95 %
40	2.56 %	70	2.96 %
41	2.57 %		
42	2.59 %		
43	2.60 %		
44	2.62 %		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.



3. The annuity factors for establishing the basic provision are calculated in such a way as to enable an investment of the contributions not used to secure the basic provision in each calendar year in the investment portfolio pursuant to K Section 4. The amount that is invested in the investment portfolio is dependent on the contributions paid in the calendar year and the age of the member in the year in which the contribution is paid. It results from the following share rates in percent:

Age in years	Share rate	Age in years	Share rate
15	46.8859%	45	35.4000%
16	46.5484%	46	34.9604%
17	46.2083%	47	34.5164%
18	45.8656%	48	34.0678%
19	45.5202%	49	33.6146%
20	45.1722%	50	33.1566%
21	44.8195%	51	32.6937%
22	44.4639%	52	32.2258%
23	44.1056%	53	31.7529%
24	43.7444%	54	31.2747%
25	43.3803%	55	30.7912%
26	43.0132%	56	30.3022%
27	42.6432%	57	29.8078%
28	42.2702%	58	29.3076%
29	41.8941%	59	28.8016%
30	41.5149%	60	28.2892%
31	41.1325%	61	27.7701%
32	40.7469%	62	27.2434%
33	40.3579%	63	26.7080%
34	39.9655%	64	26.1622%
35	39.5696%	65	25.6038%
36	39.1701%	66	25.0365%
37	38.7669%	67	24.4571%
38	38.3600%	68	24.5975%
39	37.9491%	69	24.5053%
40	37.5344%	70	24.2732%
41	37.1157%		
42	36.6930%		
43	36.2662%		
44	35.8352%		

Age is the difference between the calendar year of the contribution payment and the calendar year of birth.

#### K Section 4

##### Unit-linked share

1. The unit-linked share of the pension insurance in Tariff K offers insurance protection with direct participation in the value development of an investment portfolio in the form of shares in a special fund managed by a capital investment company (asset).
2. The pension fund maintains custody accounts with a bank in the name of the pension fund for the account of the members in Tariff K ("custody accounts").
3. The pension fund acquires the shares in the special fund that are kept in the custody accounts, with the regular contributions pursuant to K Section 1 and the special payments paid pursuant to K Section 2, provided that these are not used in each case to secure the basic provision pursuant to K Section 3. The acquisition of the share units shall occur no later than the fifth trading day of the following month upon receipt of the contribution, provided that the contribution can be assigned to the member insured under Tariff K beyond all doubt.
4. A transfer of the assets acquired for the investment stock and attributable to the respective member to another member is excluded.
5. The pension fund receives an administration fee from the investment portfolio, the amount of which is based on the contractual terms of the fund in accordance with Clause 1 or a separate agreement with the members concerned.

#### K Section 5

##### Profit participation

1. Unless otherwise regulated in the technical business plan, all insurance policies in Tariff E are summarised in a separate profit group with regard to Section 15b GTCl.
2. The profit participation allocated to the member insured under Tariff K in accordance with Section 15b GTCl is allocated to the member's investment portfolio in accordance with K Section 4 by the last day of the month before the start of benefits in accordance with Section 17 (1) GTCl.

#### K Section 6

##### Pension amount

1. The annual amount of the pension is made up of the
  - a) annual amount of the pension from the basic provision pursuant to K Section 3 and

- b) the conversion of the assets formed pursuant to K Section 4 into a lifelong pension starting immediately.
2. The pension amount pursuant to clause 1.b) is dependent on the value of the total assets acquired for the member or the share units allotted to the respective member. The value of a share unit depends on the performance of the investment stock. It is determined by multiplying the number of fund shares by the valid price of a fund share. The value of the units and the sale of the units shall be determined no later than the tenth trading day in the month in which the commencement of benefits in accordance with Section 17 (1) GTCl.
3. The conversion of the established assets, pursuant to clause 2, into a pension pursuant to clause 1.b) takes place depending on the age of the member at the time benefits commence in accordance with Section 17 (1) GTCl on the basis of the following conversion factors:

Age in years	Factor for converting 1000 € assets into a regular annuity starting immediately Annuity per calendar year
62	34.89 €
63	35.99 €
64	37.17 €
65	38.43 €
66	39.78 €
67	41.22 €
68	42.76 €
69	44.40 €
70	46.15 €

Age is the difference between the calendar year in which benefits commence in accordance with Section 17 (1) GTCl and the calendar year of birth.

#### K Section 7

##### Inability to work

The granting of insurance benefits in the event of the inability to work is excluded in Tariff K.

#### K Section 8

##### Survivor's insurance

1. Notwithstanding section 26 GTCl, the beneficiaries listed in section 26 clauses 1 to 3 GTCl shall receive a lump-sum payment if a member dies before reach-

ing the age of 70. If death occurs after the age of 70 or if a beneficiary dies, there is no entitlement to benefits.

2. The amount of the lump-sum payment corresponds to the proceeds from the sale of the units in the special fund attributable to the deceased member pursuant to K section 4 TC at the time of sale. The sale of the fund assets shall take place no later than the last day of the month following receipt of the member's notification of death.
3. In deviation from section 27 GTCl, the children entitled to maintenance at the time of death within the meaning of section 27 clause 1 GTCl shall receive the lump-sum payment in equal shares if the deceased member does not leave a beneficiary in accordance with clause 1 above.

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