



Information Requirements Regulation for *Pensionskassen*

(*Pensionskassen Informationspflichtenverordnung – PK-InfoV*)

Full title

Regulation of the Financial Market Authority (FMA) on the content and structure of information to be provided by *Pensionskassen* to beneficiaries (entitled and recipients), survivors and insured persons (Informationspflichtenverordnung Pensionskassen – PK-InfoV; Information Requirements Regulation for *Pensionskassen*).

Original Version: Federal Law Gazette II No. 424/2012

Amendments: Federal Law Gazette II No. 347/2013; No. 196/2016; No. 337/2018

Preamble/Promulgation clause

Based on Article 19 para. 6 and Article 19b para. 3 of the *Pensionskassen Act* (PKG; Pensionskassengesetz), published in Federal Law Gazette No. 281/1990, last amended by federal act in Federal Law Gazette I No. 81/2018, the following shall be determined by regulation:

Text

Definition of terms

Article 1. For the purposes of this Regulation, the following definitions shall apply:

1. Annual statement of account: the information to be provided annually by a *Pensionskasse* to beneficiaries (entitled) pursuant to Article 19 para. 3 PKG or to beneficiaries (recipients) pursuant to Article 19 para. 4 PKG.
2. Reporting year: the year to which the annual statement of account relates.
3. IRG: investment and risk sharing group as defined in Article 12 para. 1 PKG.
4. Sub-IG: sub-investment group as defined in Article 12 para. 6 PKG.
5. Security-oriented IRG: IRG as defined in Article 12a para. 1 PKG.

Relevant parameters: the assumed interest rates and technical surpluses, the applied mortality charts including any amendments, the individual or collective calculation method for survivors' pension provision, the individual or global management of the volatility reserve, and the ratio of volatility reserve to premium reserve.

General Information

Article 1a, The *Pensionskasse* shall make the following general information pursuant to Article 19 para. 2a PKG available to beneficiaries (entitled and recipients):

1. Company name, and location of the central headquarters, legal form, telephone and fax number, website and e-mail address of the *Pensionskasse* as well as any branch office from where the contract is managed;
2. The Member State in which the *Pensionskasse* is authorised or registered;
3. The competent authority for the supervision of the *Pensionskasse*;
4. The rights and obligations
 - a) of the *Pensionskasse*,
 - b) of the employer, as well as
 - c) of the beneficiaries (entitled and recipients);
5. the principles of the investment policy of the respective investment and risk-sharing group;
6. the type of financial risks to be borne by the beneficiaries (entitled and recipients), especially whether they bear investment risks or underwriting risks;
7. whether and to what extent a guarantee is stipulated by the *Pensionskasse*;
8. a clarification in the event that no guarantee is stipulated.
9. the options which remain open as applicable in the occurrence of the benefit event;
10. the options and modalities regarding a transfer pursuant to Article 5 para. 2 of the Company Pension Act (BPG; Betriebspensionengesetz), published in Federal Law Gazette No. 282/1990 (termination of the employment relationship);



11. the description of any options pursuant to Article 12 para. 7 PKG (switching to another IRG or sub-IG) and Article 12a PKG (changing to a security-oriented IRG) that may exist;
12. for commitments without an unlimited obligation of the employer to make an additional contribution pursuant to Article 5 no. 3 PKG
 - a) a description of the mechanisms that may be used to mitigate benefit entitlements,
 - b) a depiction of the performance of the respective Investment and risk-sharing group (IRG) or sub-IG or security-oriented IRG over the last five years,
 - c) the type of management costs and how they are calculated.

Annual statement of account for the attention of beneficiaries (entitled)

Article 2. (1) *Pensionskassen* shall inform beneficiaries (entitled) annually as per the balance sheet date irrespective of other disclosure obligations pursuant to Article 19 para. 3 PKG. This information shall in particular contain the following information:

1. Name, location of the central headquarters, legal form, telephone and fax number, website and e-mail address of the *Pensionskasse* as well as any branch office from where the contract is managed;
2. Name, address and legal form of the (former) employer with which the pension company contract was concluded;
3. Reporting date to which the information relates;
4. Name, gender and date of birth of the beneficiary (entitled);
5. Name of relevant IRG, sub-IG or security-oriented IRG;
6. Name of the pension account held by the beneficiary (entitled), if a specific name exists;
7. Contributions paid during the reporting year broken down into employer contributions, employee contributions pursuant to Article 108a of the 1988 Income Tax Act (EStG 1988; Einkommenssteuergesetz 1988) published in Federal Law Gazette No. 400/1988, in the version of the federal act published in Federal Law Gazette I No. 53/2016 and other employee contributions;
8. Transfers made during the reporting year, broken down into:
 - a) transfers from employer contributions,
 - b) transfers from employee contributions pursuant to Article 108a EStG 1988, Article 108i para. 1 no. 3 lit. c EStG 1988 and Article 17 para. 1 no. 4 lit. b of the Company Employee and Self-Employment Provisions Act (BMSVG; Betriebliches Mitarbeiter- und Selbständigenvorsorgegesetz), published in published in Federal Law Gazette I No. 100/2002, in the version of the federal act published in Federal Law Gazette I No. 44/2016, as well as
 - c) transfers from other employee contributions;
9. Premium for employee contributions credited during the reporting year pursuant to Article 108a EStG 1988;
10. Amount of employee contributions for which a premium was applied for in accordance with Article 108a EStG 1988;
11. Capital amount of pension company commitment based on the premium reserve;
12. Amount of administrative expenses withheld during the reporting year in accordance with Article 16a paras. 1 to 4a PKG, with the option of stating the administrative expenses pursuant to Article 16a para. 4 PKG as a percentage of the relevant assessment base;
13. Acquired claims to old-age pension, invalidity pension and benefits for survivors;
14. Forecast of the likely amount of pension benefits;
15. Risk potential and structure of the investment portfolio including the information that the allocation of the assets across different asset classes may be subject to change, depending on how the investment risk, contribution structure and payment obligations change;
16. Average annual performance of the IRG assets for the reporting year, and the last three and the last five years as available, as well as an appropriate measure of risk based on performance over the past five years, with the respective figures for the relevant IRGs being taken into account in the event of IRGs having been merged;
- 16a. The pensionable age determined in the pension company contract;
17. Business plan parameters relevant to the pension company commitment;



18. Information on the existence of a minimum yield guarantee pursuant to Article 2 paras. 2 to 4 PKG including the detail that, despite the guarantee, it is possible that the premium reserve could be reduced and consequently also the pension benefit.

(2) The amounts and transfers as defined in para. 1 nos. 7 and 8 shall be stated inclusive of administrative expenses and any insurance tax.

(2a) The beneficiaries (entitled) shall be made aware pursuant to the concluding part of Article 19 para. 3 PKG

1. about any options that may be exercised,
2. about the possibility to request to receive information pursuant to Article 25a para. 3 PKG (investment policy principles) and Article 30a para. 2 PKG (annual financial statement and management report of the Pensionskasse as well as the statement of accounts for the respective investment and risk-sharing group), as well as
3. where applicable to the information pursuant to Article 19b PKG (information prior to switching).

(3) The forecast pursuant to para. 1 no. 14 should provide the beneficiary (entitled) with as realistic a picture as possible of the pension benefit that can be expected at the calculated pension age in line with the pension company commitment based on the entitlement acquired to date and assuming that the contributions made by the employer and beneficiary (entitled) will remain unchanged compared with the most recent contributions made. The relevant parameters of the respective IRG, sub-IG or security-oriented IRG must also be taken into account. If, at the time of preparing the forecast, the *Pensionskasse* is aware of a significant (future) change to the contributions of the employer and beneficiary (entitled), it may use the changed contributions as the basis for its forecast, while also setting out the reasons for the assumed change. The calculation shall be based on:

1. the respective assumed interest rate for the performance of the premium reserve and
2. earnings performance
 - a) with a zero-interest scenario,
 - b) with an interest scenario based on the assumed interest rate, and
 - c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus.

(4) The information stipulated in para. 1 nos. 15 to 18 is not required if the pension company commitment takes the form of a direct guarantee where the employer has an unlimited obligation to make an additional contribution. In derogation from para. 3, a forecast regarding the expected amount of the pension benefit is required in the case of a defined benefit commitment where the employer has an unlimited obligation to make an additional contribution.

(5) With regard to defined contribution commitments, a reminder should be added that it is the beneficiary (entitled) who bears the investment risk. Additionally, express reference should be made to the possibility of losses being incurred on the invested assets. This information must at any rate be provided in relation to investment of own contributions by the beneficiary (entitled).

(6) With regard to statements based on past performance, information must also be provided to the effect that the performance of the investment cannot be expected to remain constant but will generally be subject to fluctuation due to investments being made on the capital market. It should also be highlighted that the information on the performance of the investment is based on historical figures and that past performance is not a reliable indicator of how the investment will perform in future.

(7) The information pursuant to paras. 1 to 6 shall contain the designation "*Leistungs-/Renteninformation*" ("Performance/Pension Information"). Material changes compared with the information provided for the previous year are to be clearly highlighted.

Annual statement of account for the attention of beneficiaries (recipients)

Article 3. (1) *Pensionskassen* shall inform beneficiaries (recipients) annually as per the balance sheet date irrespective of other disclosure obligations pursuant to Article 19 para. 4 PKG. This information shall in particular contain the following information:

1. company name, location of the central headquarters, legal form, telephone and fax number, website and e-mail address of the *Pensionskasse* as well as any branch office from where the contract is managed;



2. Name, address and legal form of the (former) employer with which the pension company contract was concluded;
3. Reporting date to which the information relates;
4. Name, gender, social insurance number and date of birth of the beneficiary (recipient);
5. Name, gender and date of birth of any other persons also covered by insurance benefits, if the pension company contract includes survivors' pension provision on an individual basis, including the warning that failure to name spouses, partners or children could result in restricted benefits for survivors;
6. Name of relevant IRG, sub-IG or security-oriented IRG;
7. Name of the pension account held by the beneficiary (recipient), if a specific name exists;
8. Type of pension benefit;
9. Gross pension amount, broken down according to tax relevance into:
 - a) pension benefits from employer contributions,
 - b) transfers from employee contributions pursuant to Article 108a EStG 1988, Article 108i para. 1 no. 3 lit. c EStG 1988 and Article 17 para. 1 no. 4 lit. b BMSVG, and
 - c) pension benefits from other employee contributions;
10. Amount of guaranteed pension benefits, if applicable, pursuant to Article 12a para. 1 no. 2 PKG;
11. Amount of any credit pursuant to Article 2 paras. 2 and 3 PKG;
12. Capital amount of pension company commitment based on the premium reserve;
13. Amount of administrative expenses withheld during the reporting year in accordance with Article 16a paras. 1, 4 and 4a PKG, with the option of stating the administrative expenses pursuant to Article 16a para. 4 PKG as a percentage of the relevant assessment base;
14. If applicable, the extra pension amount payable in the following financial year pursuant to Article 16a para. 4b no. 3 PKG;
15. Risk potential and structure of the investment portfolio including the information that the allocation of the assets across different asset classes may be subject to change, depending on how the investment risk, contribution structure and payment obligations change;
16. Average annual performance of the IRG assets for the reporting year, and the last three and the last five years as available, as well as an appropriate measure of risk based on performance over the past five years, with the respective figures for the relevant IRGs being taken into account in the event of IRGs having been merged;
17. Business plan parameters relevant to the pension company commitment;
18. Information on the existence of a minimum yield guarantee pursuant to Article 2 paras. 2 to 4 PKG including the detail that, despite the guarantee, it is possible that the premium reserve could be reduced and consequently also the pension benefit.

(2) The information stipulated in para. 1 nos. 15 to 18 is not required if the pension company commitment takes the form of a direct guarantee where the employer has an unlimited obligation to make an additional contribution.

(3) With regard to defined contribution commitments, a reminder should be added that it is the beneficiary (recipient) who bears the investment risk. Additionally, express reference should be made to the possibility of losses being incurred on the invested assets. This information must at any rate be provided in relation to investment of own contributions by the beneficiary (recipient).

(4) With regard to statements based on past performance, information must also be provided to the effect that the performance of the investment cannot be expected to remain constant but will generally be subject to fluctuation due to investments being made on the capital market. It should also be highlighted that the information on the performance of the investment is based on historical figures and that past performance is not a reliable indicator of how the investment will perform in future.

(5) In the information pursuant to paras. 1 to 4 material changes compared to the information provided for the previous must be clearly highlighted.

(6) The beneficiaries (recipients) must be informed pursuant to Article 19 para. 4 PKG about any change in pension benefits. The reasons for the changing of the pension benefit must be stated in the information.



Information when reaching the pensionable age determined in the pension company contract

Article 3a. The *Pensionskasse* shall inform the beneficiaries (entitled) when they reach the pensionable age stipulated in the pension company contract or upon request about the options for pay-out pursuant to PKG and BPG.

Information upon the occurrence of the benefit event

Article 4. The information provided to the beneficiary (recipient) upon the occurrence of the benefit event shall include the following in particular:

1. Company name, and location of the central headquarters, legal form, telephone and fax number, website and e-mail address of the *Pensionskasse* as well as any branch office from where the contract is managed;
2. Name, address and legal form of the (former) employer with which the pension company contract was concluded;
3. Reporting date to which the information relates;
4. Name, gender, social insurance number and date of birth of the beneficiary (recipient);
5. Name, gender and date of birth of any other persons also covered by insurance benefits, if the pension company contract includes survivors' pension provision on an individual basis, including the warning that failure to name spouses, partners or children could result in restricted benefits for survivors;
6. Name of relevant IRG, sub-IG or security-oriented IRG;
7. Name of the pension account held by the beneficiary (recipient), if a specific name exists;
8. Type of pension benefit and, if applicable, information on any time limitation applicable to the pension;
9. Gross pension amount, broken down according to tax relevance into:
 - a) pension benefits from employer contributions,
 - b) transfers from employee contributions pursuant to Article 108a EStG 1988, Article 108i para. 1 no. 3 lit. c EStG 1988 and Article 17 para. 1 no. 4 lit. b BMSVG, and
 - c) pension benefits from other employee contributions;
10. Amount of guaranteed pension benefits, if applicable, pursuant to Article 12a para. 1 no. 2 PKG;
11. Amount of any credit pursuant to Article 2 paras. 2 and 3 PKG;
12. Rollover terms of pension payments;
13. If applicable, the extra pension amount payable in the following financial year pursuant to Article 16a para. 4b no. 3 PKG;
14. Basis of applicable tax rules for the pension, including the basis of shared taxation in accordance with Article 47 para. 4 EStG 1988;
15. Start date for pension payments;
16. Pension payment terms, particularly number of payments per year, disbursement dates, payment method, and timing and amount of special payments;
17. Pay-out options pursuant to the PKG and BPG.

Information prior to switching to a different IRG or sub-IG

Article 5. (1) The information to be provided by the *Pensionskasse* to a beneficiary (entitled) or survivor upon request prior to a potential switch to a different IRG or sub-IG must include the following:

1. the likely transfer amount, additionally broken down into premium and volatility reserves;
2. relevant parameters of the business plan of the IRG, sub-IG or security-oriented IRG that is being exited;
3. relevant parameters of the business plan of the receiving IRG or sub-IG;
4. investment strategy, income opportunities and risks of the receiving IRG or sub-IG;
5. forecast of future performance of the entitlement and pension benefit, in the IRG, sub-IG or security-oriented IRG that is being exited and in the receiving IRG or sub-IG;
6. previous switching history and remaining switching options including a brief explanation.

(2) The information provided in accordance with para. 1 no. 4 must include the investment strategy, the average earnings expectation and the likelihood of a negative performance, at least for the current and the following financial year. If the commitment is not a defined benefit commitment with the employer having an unlimited obligation to make an additional contribution, the beneficiary (entitled) or survivor must be given express information on the extent to which he or she bears the investment risk, with reference to and due account being taken of any minimum yield guarantee. Information must also be



provided to the effect that the performance of the investment cannot be expected to remain constant but will generally be subject to fluctuation due to investments being made on the capital market.

(3) The forecast pursuant to para. 1 no. 5 should provide as realistic a picture as possible of the future performance of the entitlement and of the pension benefit that can be expected at the calculated pension age in line with the pension company commitment based on the entitlement acquired to date and assuming that the contributions made by the employer and beneficiary (entitled) will remain unchanged compared with the most recent contributions made. The relevant parameters of the IRG, sub-IG or security-oriented IRG being exited and of the receiving IRG or sub-IG, as well as the contribution payments made during the previous financial year, must be taken into account. The calculation shall be based on:

1. the respective assumed interest rate for the performance of the premium reserve and
2. earnings performance
 - a) with a zero-interest scenario,
 - b) with an interest scenario based on the assumed interest rate, and
 - c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus. It shall be clearly pointed out, in direct relation to the above, that the forecasts have been calculated without taking into account the investment strategies, income opportunities and risks of the IRG, sub-IG or security-oriented IRG being exited or of the receiving IRG or sub-IG. A comparative overview of the investment strategies, income opportunities and risks of the IRG, sub-IG or security-oriented IRG being exited and of the receiving IRG or sub-IG shall be attached to the forecasts.

Information prior to switching to a security-oriented IRG

Article 6. (1) The information to be provided by the *Pensionskasse* to a beneficiary (entitled) or survivor upon request prior to a potential switch to a security-oriented IRG must include the following:

1. the likely transfer amount, additionally broken down into premium and volatility reserves;
2. relevant parameters of the business plan of the IRG or sub-IG being exited;
3. relevant parameters of the business plan of the receiving security-oriented IRG;
4. investment strategy, income opportunities and risks of the receiving security-oriented IRG;
5. forecast of future performance of the entitlement and pension benefit, in the IRG or sub-IG that is being exited and in the receiving security-oriented IRG;
6. previous switching history and remaining switching options including a brief explanation;
7. the expected amount of the first guaranteed monthly pension;
8. the modalities for valorising the guaranteed first monthly pension;
9. the amount of administrative expenses pursuant to Article 16a para. 4a PKG;
10. reference to the fact that the beneficiaries (recipients) will remain in the security-oriented IRG on cancellation of the pension company contract;
11. where applicable, description of the impact of a switch from a pension company commitment with a minimum yield guarantee.

(2) The information provided in accordance with para. 1 no. 4 must include the investment strategy, the average earnings expectation and the likelihood of a negative performance, at least for the current and the following financial year. The beneficiary (entitled) or survivor must be given express information on the extent to which he or she bears the investment risk. Information must also be provided to the effect that the performance of the investment cannot be expected to remain constant but will generally be subject to fluctuation due to investments being made on the capital market.

(3) The forecast pursuant to para. 1 no. 5 should provide as realistic a picture as possible of the future performance of the entitlement and of the pension benefit that can be expected at the calculated pension age in line with the pension company commitment based on the entitlement acquired to date and assuming that the contributions made by the employer and beneficiary (entitled) will remain unchanged compared with the most recent contributions made. The relevant parameters of the IRG or sub-IG being exited and of the receiving security-oriented IRG, as well as the contribution payments made during the previous financial year, must be taken into account. The calculation shall be based on:

1. the respective assumed interest rate for the performance of the premium reserve and
2. earnings performance



- a) with a zero-interest scenario,
- b) with an interest scenario based on the assumed interest rate, and
- c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus. It shall be clearly pointed out, in direct relation to the above, that the forecasts have been calculated without taking into account the investment strategies, income opportunities and risks of the IRG or sub-IG being exited or of the receiving security-oriented IRG. A comparative overview of the investment strategies, income opportunities and risks of the IRG or sub-IG being exited and of the receiving security-oriented IRG shall be attached to the forecasts.

(4) Also to be included in the information pursuant to para. 1 no. 6 shall be reference to the fact that the next switch by a beneficiary (entitled) may only be made into the former IRG.

(5) In the context of the information pursuant to para. 1 no. 7, the likely amount of the guaranteed first monthly pension in the event of a transfer to a survivor must be stated, with reference to the fact that the current pension payment may be adjusted.

Information prior to switching to an occupational group insurance scheme upon the occurrence of the benefit event

Article 7. (1) The information to be provided by the *Pensionskasse* to a beneficiary (entitled) or survivor upon request prior to a potential switch to an occupational group insurance scheme upon the occurrence of the benefit event must include the following:

1. likely level of the vested amount;
2. relevant parameters of the business plan of the IRG, sub-IG or security-oriented IRG that is being exited;
3. description of the systematic differences between pension company commitments and occupational group insurance schemes;
4. forecast of future development of pension benefit in the IRG, sub-IG or security-oriented IRG that is being exited;
5. information on the irreversibility of the switch.

(2) As part of the information provided pursuant to para. 1 no 3, the *Pensionskasse* must explain that while pension company commitments and occupational group insurance schemes are pension provision products that are to a large extent treated identically by labour and social law, they differ from one another in terms of investment, guarantees and modification of the annuity valuation tables. The information should also state that pension company commitments do not generally include any guaranteed benefits given the sharing of the income opportunities and risks, regardless of the guarantee options in the context of the security-oriented IRG or a minimum yield guarantee, and that there is the possibility of a change to the annuity valuation tables used, while occupational group insurance generally provides a guaranteed minimum pension and the use of the annuity valuation tables applicable at the time of joining the scheme.

(3) The forecast pursuant to para. 1 no. 4 should provide as realistic a picture as possible of the future development of the pension benefit, based on the entitlement acquired to date. The relevant parameters of the IRG, sub-IG or security-oriented IRG being exited must also be taken into account. The calculation shall be based on:

1. the assumed interest rate used by the IRG, sub-IG or security-oriented IRG being exited for the development of the premium reserve and
2. earnings performance
 - a) with a zero-interest scenario,
 - b) with an interest scenario based on the assumed interest rate of the IRG, sub-IG or security-oriented IRG being exited, and
 - c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus.



Information prior to switching to an occupational group insurance scheme during the term of a valid employment contract

Article 8. (1) The information to be provided by the *Pensionskasse* to a beneficiary (entitled) upon request prior to a potential switch to an occupational group insurance scheme during the term of a valid employment contract must include the following:

1. likely level of the vested amount;
2. relevant parameters of the business plan of the IRG, sub-IG or security-oriented IRG that is being exited;
3. description of the systematic differences between pension company commitments and occupational group insurance schemes;
4. forecast of future performance of the entitlement and pension benefit, in the IRG, sub-IG or security-oriented IRG that is being exited;
5. information on remaining switching options or on the fact that there are no further switching options available.

(2) As part of the information provided pursuant to para. 1 no 3, the *Pensionskasse* must explain that while pension company commitments and occupational group insurance schemes are pension provision products that are to a large extent treated identically by labour and social law, they differ from one another in terms of investment, guarantees and modification of the annuity valuation tables. The information should also state that pension company commitments do not generally include any guaranteed benefits given the sharing of the income opportunities and risks, regardless of the guarantee options in the context of the security-oriented IRG or a minimum yield guarantee, and that there is the possibility of a change to the annuity valuation tables used, while occupational group insurance generally provides a guaranteed minimum pension and the use of the annuity valuation tables applicable at the time of joining the scheme.

(3) The forecast pursuant to para. 1 no. 4 should provide the beneficiary (entitled) with as realistic a picture as possible of the future performance of the entitlement and of the pension benefit that can be expected at the calculated pension age in line with the pension company commitment based on the entitlement acquired to date and assuming that the contributions made by the employer and beneficiary (entitled) will remain unchanged compared with the most recent contributions made. The relevant parameters of the IRG, sub-IG or security-oriented IRG being exited, as well as the contribution payments made during the previous financial year, must be taken into account. The calculation shall be based on:

1. the assumed interest rate used by the IRG, sub-IG or security-oriented IRG being exited for the development of the premium reserve and
2. earnings performance
 - a) with a zero-interest scenario,
 - b) with an interest scenario based on the assumed interest rate of the IRG, sub-IG or security-oriented IRG being exited, and
 - c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus.

Information prior to switching to a *Pensionskasse* upon the occurrence of the benefit event

Article 9. (1) The information to be provided by the *Pensionskasse* to an insured person upon request prior to a potential switch to a *Pensionskasse* upon the occurrence of the benefit event must include the following:

1. relevant parameters of the business plan of the receiving IRG, sub-IG or security-oriented IRG;
2. description of the systematic differences between pension company commitments and occupational group insurance schemes;
3. forecast of future development of pension benefit in the IRG, sub-IG or security-oriented IRG that is being exited;
4. information on the irreversibility of the switch.

(2) As part of the information provided pursuant to para. 1 no 2, the *Pensionskasse* must explain that while pension company commitments and occupational group insurance schemes are pension provision products that are to a large extent treated identically by labour and social law, they differ from one another in terms of investment, guarantees and modification of the annuity valuation tables. The



information should also state that pension company commitments do not generally include any guaranteed benefits given the sharing of the income opportunities and risks, regardless of the guarantee options in the context of the security-oriented IRG or a minimum yield guarantee, and that there is the possibility of a change to the annuity valuation tables used, while occupational group insurance generally provides a guaranteed minimum pension and the use of the annuity valuation tables applicable at the time of conclusion of the contract.

(3) The forecast pursuant to para. 1 no. 3 should provide as realistic a picture as possible of the future development of the pension benefit, based on the vested amount acquired in the context of the occupational group insurance. The relevant parameters of the receiving IRG, sub-IG or security-oriented IRG must also be taken into account. The calculation shall be based on:

1. the assumed interest rate used by the receiving IRG, sub-IG or security-oriented IRG for the development of the volatility reserve and
2. earnings performance
 - a) with a zero-interest scenario,
 - b) with an interest scenario based on the assumed interest rate of the IRG, sub-IG or security-oriented IRG being exited, and
 - c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus.

Information prior to switching to a *Pensionskasse* during the term of a valid employment contract

Article 10. (1) The information to be provided by the *Pensionskasse* to an insured person upon request prior to a potential switch to a *Pensionkasse* during the term of a valid employment contract must include the following:

1. relevant parameters of the business plan of the receiving IRG, sub-IG or security-oriented IRG;
2. description of the systematic differences between pension company commitments and occupational group insurance schemes;
3. forecast of future performance of the entitlement and pension benefit;
4. information on remaining switching options or on the fact that there are no further switching options available.

(2) As part of the information provided pursuant to para. 1 no 2, the *Pensionskasse* must explain that while pension company commitments and occupational group insurance schemes are pension provision products that are to a large extent treated identically by labour and social law, they differ from one another in terms of investment, guarantees and modification of the annuity valuation tables. The information should also state that pension company commitments do not generally include any guaranteed benefits given the sharing of the income opportunities and risks, regardless of the guarantee options in the context of the security-oriented IRG or a minimum yield guarantee, and that there is the possibility of a change to the annuity valuation tables used, while occupational group insurance generally provides a guaranteed minimum pension and the use of the annuity valuation tables applicable at the time of joining the scheme.

(3) The forecast pursuant to para. 1 no. 3 should provide as realistic a picture as possible of the future performance of the entitlement and of the pension benefit that can be expected at the calculated pension age in line with the pension company commitment based on the vested amount acquired in the context of the occupational group insurance scheme and assuming that the contributions made by the employer and insured person will remain unchanged compared with the most recent contributions made. The relevant parameters of the receiving IRG, sub-IG or security-oriented IRG, as well as the premium payments made during the previous financial year, must be taken into account. The calculation shall be based on:

1. the assumed interest rate used by the receiving IRG, sub-IG or security-oriented IRG for the premium reserve and
2. earnings performance
 - a) with a zero-interest scenario,
 - b) with an interest scenario based on the assumed interest rate of the IRG, sub-IG or security-oriented IRG being exited, and



c) with an interest scenario based on the highest permissible percentage rate of assumed interest at the time of the information being provided.

In addition the *Pensionskasse* may also make a forecast using an earnings performance based on an interest scenario in the amount of an earnings performance that is assumed by the *Pensionskasse*, up to a maximum amount that is equal to the respective technical surplus.

Structure

Article 11. (1) The information pursuant to Article 1a and Articles 4 to 10 shall be broken down in the order stipulated in Article 1a, Article 4, Article 5 para. 1, Article 6 para. 1, Article 6 para. 1 Article 7 para. 1, Article 8 para. 1, Article 9 para. 1 and Article 10 para. 1.

(2) The information pursuant to Article 2 shall be broken down into categories in the following order:

1. Information about the *Pensionskasse*, about the employer and the beneficiary (covers the information pursuant to Article 2 para. 1 nos. 1 to 6);
2. Value of contributions and capital as well as acquired claims of the beneficiaries (covers the information pursuant to Article 2 para. 1 nos. 7 to 13);
3. Likely amount of pension benefits (covers the information pursuant to Article 2 para. 1 no. 14);
4. Performance, investment strategy and risks borne by the beneficiary (covers the information pursuant to Article 2 para. 1 nos. 15 and 16);
5. Relevant parameters and contents of the contract (covers the information pursuant to Article 2 para. 1 nos. 16a to 18).

(3) The information pursuant to Article 3 shall be broken down into categories in the following order:

1. Information about the *Pensionskasse*, about the employer and the beneficiary (covers the information pursuant to Article 3 para. 1 nos. 1 to 7);
2. Pension benefits (covers the information pursuant to Article 3 para. 1 nos. 8 to 11 and 14);
3. Value of contributions and capital (covers the information pursuant to Article 3 para. 1 nos. 12 to 13);
4. Performance, investment strategy and risks borne by the beneficiary (covers the information pursuant to Article 3 para. 1 nos. 15 to 16);
5. Relevant parameters and contents of the contract (covers the information pursuant to Article 3 para. 1 nos. 17 to 18).

Institutions pursuant to Article 5 no. 4 PKG

Article 11a. Institutions pursuant to Article 5 no. 4 PKG shall observe the provisions in this Regulation accordingly.

Entry into force

Article 12. (1) This Regulation shall enter into force on 1 January 2013. Articles 2 and 3 shall be applied for the first time to annual statements of account as at the reporting date of 31 December 2013. Article 4 shall apply for the first time to information issued upon the occurrence of the benefit event from 1 January 2014 onwards.

(2) The Title, Article 2 paras. 1 and 3, Article 3 para. 1, Article 5 para. 3, Article 6 para. 3, Article 7 para. 3, Article 8 para. 3, Article 9 para. 3 and Article 10 para. 3 in the version of the Regulation published in Federal Law Gazette II No. 196/2016 shall enter into force on 31 December 2016. Article 2 paras. 1 and 3 and Article 3 para. 1 shall be applied for the first time to annual statements of account as at the reporting date of 31 December 2016.

(3) Article 1a including its heading, Article 2 paras. 1, 2a and 7, Article 3 paras. 1, 5 and 6, Article 3a including its heading, Article 4 nos. 1 and 17, Article 11 and Article 11a including its heading in the version amended by Regulation in Federal Law Gazette II No. 337/2018 shall enter into force on 1 January 2019. Article 2 paras. 1, 2a and 7, Article 3 paras. 1, 5 and 6 as well as Article 11 paras. 2 and 3 in the version amended by Regulation in Federal Law Gazette II No. 337/2018 shall apply to annual account statement for financial years that begin after 31 December 2018.