

Eligibility for a life partner's pension

- ❑ The term «life partnership» refers to a form of cohabitation involving persons of either the same or different sexes who are not married or related to each other, and whose relationship is not registered in accordance with the Same-Sex Partnership Act. It also covers cohabitation by persons who are related but where there is no impediment to their marriage.
- ❑ On the death of the insured person or pension recipient, the surviving partner is eligible for a life partner's pension, provided that he or she is not receiving a surviving spouse's pension or other life partner's pension from a second pillar pension institution as the result of another insured event and
 - has reached the age of 40 and was in a life partnership with the deceased on a continuous basis for at least the five years immediately preceding the latter's death or
 - is financially responsible for one or more children of the partnership who are eligible for an orphan's pension under the regulations.
- ❑ Eligibility for a life partner's pension will arise only if the partnership has been notified to PUBLICA in writing in the form of a life partnership agreement. The original document of this agreement, signed by both partners, must be submitted to PUBLICA during the lifetime of both partners.
- ❑ Entitlement to the life partner's pension must be claimed no later than six months after the death of the insured person or pension recipient.
- ❑ PUBLICA will not assess eligibility for benefits until after the death of the insured person or pension recipient. It is the responsibility of the claimant to provide documentary evidence that he or she satisfies the conditions for eligibility. To complete its assessment of compliance with these conditions, PUBLICA will require:
 - a confirmation from the local authority in whose area the partners' joint place of residence in the five years immediately preceding the death of the insured person or pension recipient is located, or confirmation that the partners maintained a joint household during the five years immediately preceding the death of the insured person or pension recipient;
 - confirmations of the marital status of both partners;
 - information regarding children of the partnership;
 - further documents such as divorce decrees and pension rulings.
- ❑ In the event that a life partnership is terminated, PUBLICA must be notified without delay.
- ❑ The duration of a life partnership will be added to the duration of any subsequent marriage or registered partnership, provided an original copy of the life partnership agreement signed by both partners has been submitted to PUBLICA during the lifetime of both partners.
- ❑ Eligibility for a life partner's pension will lapse in the event of:
 - marriage, registration of a partnership under the Same-Sex Partnership Act, commencement of a new life partnership as defined in our regulations, or the death of the surviving partner;
 - the surviving partner becoming eligible for a surviving spouse's pension due the death of their divorced spouse.

Life partnership agreement

between:

SSN _____
(insured person or pension recipient [=IP])

Date of birth / marital status: _____

Place of citizenship / nationality: _____

And _____ (life partner [=LP])

Date of birth / marital status: _____

Place of citizenship / nationality: _____

Address: _____

1. The purpose of this Agreement is to safeguard any survivor's claims in favour of the surviving life partner of an insured person or pension recipient in respect of PUBLICA.
2. The parties confirm that they have read and understood the information sheet «Eligibility for a life partner's pension» issued by PUBLICA, which forms an integral part of this Agreement, and expressly acknowledge and accept the conditions set out therein. The parties confirm that they are in a life partnership and that they have maintained a joint place of residence and/or a joint household since _____
3. _____ (IP) undertakes to bring this Agreement to the attention of PUBLICA and to notify PUBLICA without delay of any change to the circumstances set out herein.

Place:

Date:

Signatures:

(LP)

Please complete and return this Agreement to:
Swiss Federal Pension Fund PUBLICA, Eigerstrasse 57, 3007 Bern