

## Information for the new employer: Continuation of the company pension scheme

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If your (new) employee has already become a member of the Pensionskasse für die Deutsche Wirtschaft through a former employer, he or she can easily continue his or her company pension scheme with you.

### How to proceed:

- > Together with your employee, make a deferred compensation agreement in which the desired annual or monthly payment is specified. You will find a corresponding sample on page 3 of this information.
- > If you would like to pay employer-only contributions, please contact us by telephone or e-mail. We will be happy to provide you with a corresponding form.
- > Before the first payment of contributions, please send us a copy of the conversion agreement or the form for the payment of employer-only contributions as well as the declaration on the continuation of the occupational pension scheme.
- > You can conveniently use our direct debit system to pay your contributions. You will find the relevant form and further information on the last page of this information.
- > If you plan to transfer the contributions, you will automatically receive a letter after the above-mentioned documents have been submitted, in which we will inform you of the bank details and the purpose of the transfer.
- > Please inform us of any changes in the tax treatment of the contributions. The same applies should you wish to differentiate between employer and employee contributions. We will then inform you of the appropriate purpose for the payments.

- > Deregistration: Please inform us in case of termination of employment. Our deregistration form is available on our homepage [www.pkdw.de](http://www.pkdw.de) in the section »Für Unternehmen – Infos/Formulare« or on request by e-mail.

The contributions to the pension fund will in future be paid by you as the new employer and fund company of the PKDW in accordance with § 9 GTCl.

The insurance policy remains valid and the membership number remains the same. If you need a copy of your employee's insurance policy, we will be happy to send it to you.

### **Do you have questions about changing employers or are you interested in offering company pensions with PKDW to other employees?**

#### **Please contact us:**

**tel: +49 203 99219-77**

**email: [arbeitgeberwechsel@pkdw.de](mailto:arbeitgeberwechsel@pkdw.de)**

## Notes on the treatment of contributions

Pursuant to § 3 No. 63 Income Tax Act (EStG), the employee may contribute up to 8% of the respective contribution assessment ceiling in the statutory pension insurance West (BBG) to the pension fund tax-free each year. In 2022, this is EUR 6,768, i.e. EUR 564 per month.

Contributions up to 4% of the BBG (EUR 3,384) are also exempt from social insurance.

If the pension commitment was made before 1 January 2005, the employee can alternatively contribute EUR 1,752 to the company pension scheme in accordance with § 40 b EStG, i.e. taxed at 20% (plus church tax and solidarity surcharge), if at least one contribution was legally taxed in accordance with § 40 b EStG before 1 January 2018. In this case, the contribution made in accordance with § 40 b EStG is to be credited against the maximum taxable subsidy volume of § 3 no. 63 EStG.

Contributions that exceed the limits of § 3 no. 63 EStG can only be made from individually taxed income.

If the annual premium exceeds 8% of the BBG (in 2022: EUR 6,768), an application for special payment is required. If the member has also insured occupational invalidity cover, a current health check will be carried out if necessary.

The benefits (pension or (partial) lump-sum) from tax-free contributions are fully taxable and subject to health insurance contributions if there is compulsory insurance in the statutory health insurance scheme.

Benefits from lump-sum and individually taxed contributions to the pension fund are only taxable at the rate of return when the pension is paid. You can find more information on this in our [information sheet »Your pension – taxes and social security contributions«](#), available on the internet in the section [»Für Rentner – Infos/Formulare«](#).

As of: 01/2022



Further information can be found on the Internet at [www.pkdw.de](http://www.pkdw.de).

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# Agreement on the conversion of remuneration

between

**the company**

\_\_\_\_\_  
Company name – hereinafter referred to as *Employer* –

\_\_\_\_\_  
Eight-digit company number (assigned by the Federal Employment Agency, acc. to §§ 18 i ff. SGB IV)

and

**the member**

\_\_\_\_\_  
Name, first name

\_\_\_\_\_  
Membership number                      Date of birth                      Employment since

\_\_\_\_\_  
Street, house number

\_\_\_\_\_  
Postcode, City – hereinafter referred to as *Employee* –

the following agreement is made in amendment of the existing employment contract:

1. The employee's cash wage entitlement will be paid from \_\_\_\_\_ in the amount of \_\_\_\_\_  
(please tick as appropriate)

8 % of the respective applicable income threshold (West) in the statutory pension insurance scheme (BBG)

monthly (in 12 equal instalments) or  annually (in the month of \_\_\_\_\_ )

4 % of the respective applicable income threshold (West) in the statutory pension insurance scheme

monthly (in 12 equal instalments) or  annually (in the month of \_\_\_\_\_ )

or

\_\_\_\_\_ euros from the current monthly remuneration

\_\_\_\_\_ euros from an annual benefit (in the month of \_\_\_\_\_ )

into an entitlement to pension benefits within the meaning of the Act on the Improvement of Company Pensions (Gesetz zur Verbesserung der Betrieblichen Altersversorgung - BetrAVG). The conversion is based on the contractual conditions under which the employee was previously insured with the Pensionskasse für die Deutsche Wirtschaft, hereinafter referred to as *Pensionskasse*. The conversion of the respective remuneration components shall result in the loss of the corresponding entitlement of the employee to payment of these amounts.

2.  \_\_\_\_\_ euros from employer contributions are  monthly or  annually

converted into an entitlement to pension benefits within the meaning of the BetrAVG. The conversion is based on the contractual conditions under which the employee was previously insured with the Pensionskasse.

Pursuant to § 1a para. 1a BetrAVG, the employer is legally obliged to additionally pass on 15% of the converted remuneration to the pension fund as an employer's allowance, insofar as he saves social security contributions through the conversion of remuneration. The employer reserves the right to offset this subsidy against other employer contributions to the company pension scheme.

## Agreement on the conversion of remuneration

3. The employer shall pay the contributions to the Pensionskasse in the agreed amount for as long as and insofar as he is obliged to pay the remuneration components to be converted from the existing employment relationship and insofar as no changes occur or are agreed. In the event of such a lapse of the employer's payment obligation - e.g. when taking parental leave - the employee has the right to continue the contribution payments during this period from private funds. Otherwise, this agreement is made non-contributory for the corresponding period and no further pension entitlements are earned.
4. For the conversion of the remuneration components, the applicable tax and social security laws and regulations must be taken into account both in the savings phase and in the benefit phase.

According to the current legal situation, contributions to the pension fund within the meaning of No. 2 of this agreement are tax-free in accordance with § 3 No. 63 EStG (Income Tax Act) in the calendar year in the amount of up to 8% of the currently valid contribution assessment limit (West) in the statutory pension insurance.

Contributions paid up to 4% of the applicable income threshold (West) in the statutory pension insurance are exempt from social insurance pursuant to § 1 para. 1 no. 9 SvEV, whereas contributions paid above 4% to 8% of the applicable income threshold (West) in the statutory pension insurance are subject to social insurance. The employee's contribution to the statutory social insurance must be paid by the employee.

In the benefit phase, pension payments are subject to tax and social security contributions in accordance with the laws and regulations applicable at that time.

5. The employer shall not incur any obligations from a possible reduction of the remuneration subject to contributions to the statutory pension, health, long-term care and/or unemployment insurance as a result of this conversion of remuneration and a resulting reduction in benefits.
6. In the case of salary increases and the assessment of salary-dependent benefits (e.g. annual benefit, anniversary bonus, pension entitlement, supplements, etc.), the remuneration plus the remuneration components regulated in clause 1 of this agreement shall remain decisive.
7. The insurance relationship is governed by the Articles of Association and the General Terms and Conditions of Insurance Conditions (GTCI) and Tariff Conditions (TC) of the Pensionskasse in their currently valid version.
8. This agreement may be terminated by the employee with one month's notice with effect for the future only.

The employer may require the employee to adjust this agreement and, in the event that an adjustment is not possible or cannot reasonably be expected of one party, terminate this agreement with one month's notice if the circumstances and conditions relevant at the time this agreement was concluded, in particular the tax law and social security law conditions, have changed so significantly and permanently that the employer can no longer be expected to adhere to the present agreement.

9. Other pension arrangements already existing between the contracting parties shall remain unaffected by this agreement.

## Agreement on the conversion of remuneration

10. The personal data relating to the insurance relationship shall be processed by the Pensionskasse in accordance with the requirements of the General Data Protection Regulation (Datenschutz-Grundverordnung - DS-GVO) and the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSGneu) within the meaning of Art. 4 No. 2 DS-GVO.

\_\_\_\_\_  
Place

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company stamp, signature employer

\_\_\_\_\_  
Place

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature employee

Please fill in in block letters.

## Declaration on the continuation of the company pension scheme

With reference to the Articles of Association, the General Terms and Conditions of Insurance (GCTI) and the Tariff Conditions (TC) of the Pensionskasse für die Deutsche Wirtschaft (PKDW), the

### Employer

Company name

Street, house number

Postcode, city

Company form

Contact person

Telephone number for queries (optional)

Email for queries (optional)

Homepage (optional)

registers **the member**

Name, first name

Date of birth

Membership number

Employment since

from \_\_\_\_\_ for the continuation of the pension by way of deferred compensation.

As of the aforementioned effective date of registration, the employer shall assume the duties of a member company for the employee in accordance with the Articles of Association and the General Terms and Conditions of Insurance and Tariff Conditions (GTCI/TC) of PKDW. On the basis of this, the contributions to the Pensionskasse shall be paid to PKDW by the employer as the member company of PKDW in accordance with § 9 GTCI in the amount agreed in the existing employment relationship for the purpose of building up a company pension scheme using the tax incentives pursuant to § 3 No. 63 EStG or § 40 b EStG (Income Tax Act).

Place

Date

Company Stamp, Signature employer

## Authorisation to collect receivables by means of the basic direct debit procedure

Membership-No.	Name
Name and address of the account holder:	Bank details company account:
Name, First name	IBAN
Street, house number	BIC
Postcode, town	Name/address of the credit institution

I / we hereby revocably authorise you to pay the contributions to be paid by me / us for the above-mentioned membership no. to the Pensionskasse für die Deutsche Wirtschaft in accordance with the enclosed deferred compensation agreement

from \_\_\_\_\_ in the amount of

EUR \_\_\_\_\_ monthly starting from: \_\_\_\_\_

EUR \_\_\_\_\_ annually, in the month of \_\_\_\_\_ starting from: \_\_\_\_\_

by direct debit.

If my / our account does not have the required cover, the account-holding credit institution is not obliged to honour the payment. I / we can withdraw this authorisation in writing at any time.

Place, Date	Stamp, Signature of bank representative
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As a rule, the amount is collected on the second last working day of the month to one of our accounts listed below. If you have any queries, please give us a telephone number, an email address and the name of a contact person:

Name	Telephone number for queries (optional)
	Email for queries (optional)