

## Living abroad with Swiss safety

Genossenschaft Solidaritätsfonds der Auslandschweizer  
Société coopérative Fonds de solidarité des Suisses de l'étranger  
Società cooperativa Fondo di solidarietà degli Svizzeri dell'estero  
Sociedad cooperativa Fondo de solidaridad de los Suizos en el extranjero  
Cooperative Society Solidarity Fund for Swiss Nationals Abroad

## Articles of association

**soliswiss:**

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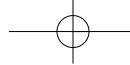
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## **I. Name, domicile and aim**

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### **1 Name and domicile**

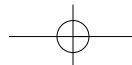
Under the name “Cooperative Solidarity Fund for Swiss Abroad” (hereinafter referred to as “Solidarity Fund” or “Soliswiss”), a cooperative mutual assistance society has been in existence since 29 August 1958. It was founded on the initiative of the New Helvetic Society under the terms of Art. 828ff. of the Swiss Code of Obligations and is domiciled in Berne.

### **2 Aim**

- <sup>1</sup> The aim of the Solidarity Fund is to unite Swiss nationals abroad in cooperative mutual assistance in the event of loss of livelihood abroad arising not through any fault of their own but from war, civil unrest or general coercive measures of a political nature. It also aims to encourage the accumulation of individual reserves.
- <sup>2</sup> Loss of livelihood is understood to mean any significant and not merely temporary deterioration in the financial situation of a member or beneficiary, in particular a substantial reduction not immediately compensated for by other sources of income or earning capacity.
- <sup>3</sup> To achieve the objective of providing cover against loss of livelihood, Soliswiss offers members cash and financial investment options as well as health and life insurances.
- <sup>4</sup> Within the scope of its aim, Soliswiss is authorized to participate in other business entities.

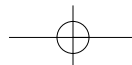
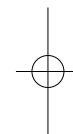
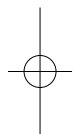
### **3 Execution**

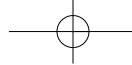
Members accumulate cooperative capital through statutory and voluntary contributions as well as contributions made by third parties. This capital and the related income on interest are used for the following purposes:



Name, domicile and aim

- a) Payment of lump-sum compensations to members as a contribution to re-establishing their means of subsistence abroad or in Switzerland.
- b) Rescinded
- c) Maintenance of the auxiliary relief fund and other funds.
- d) Coverage of administrative expenses.



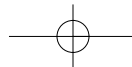
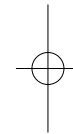
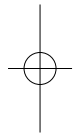


## II. Membership

4 5

### 4 Conditions for membership

- <sup>1</sup> All Swiss citizens may join the Solidarity Fund provided that
  - a) as Swiss nationals resident abroad they earn their livelihood abroad and are registered at the responsible Swiss embassy or consulate, or
  - b) as repatriates, they have previously resided abroad. If political risk insurance is to be continued in their former country of residence in order to protect significant financial interests in that country, it must be requested anew in accordance with Article 26ter;
  - c) as residents of Switzerland they intend to move their place of residence abroad, whereby risk cover becomes effective upon registering with the responsible Swiss embassy or consulate.
- <sup>2</sup> In addition to members of majority age, minors are also entitled to become members provided the consent of their parent or guardian has been obtained. Their obligations and rights in relation to the cooperative society are restricted.
- <sup>3</sup> Furthermore, the following persons may become a member of the Solidarity Fund as sponsors without personal entitlement to claim lump-sum compensation: Swiss citizens, Swiss legal entities and organisations of Swiss nationals in Switzerland and abroad without juridical personality. The sponsor may appoint as beneficiary with entitlement to a lump-sum compensation one or more persons who are not themselves members but fulfil the conditions stated in Para. 1 above.
- <sup>4</sup> A Swiss resident abroad or repatriate may be nominated as an eligible beneficiary in accordance with Para. 3 above by only one sponsor.
- <sup>5</sup> Under justifiable circumstances the Council may admit a candidate who is not registered.



Membership

**5 Admission to membership**

- <sup>1</sup> To become a member of the Solidarity Fund, the candidate must fill out an application form accepting the statutory obligations.
- <sup>2</sup> The Executive Committee decides on admission. The applicant is to be notified of the decision in writing.
- <sup>3</sup> If the application is rejected, the applicant may appeal to the Appeals Commission within 30 days of becoming cognizant of the rejection.
- <sup>4</sup> Admission may take place at any time.

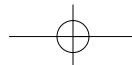
**6 Termination of membership**

Membership is terminated in the following cases:

- a) If one of the conditions cited in Art. 4 Para. 1–3 is no longer fulfilled, in particular due to loss of Swiss citizenship;
- b) Failure to pay due contributions despite three consecutive reminders, the second and third of which must be sent by registered post,
- c) Written notice of resignation, which must reach the Solidarity Fund at least three months before the end of the membership year;
- d) Death.

**7 Disqualification**

- <sup>1</sup> A member may be disqualified for valid reasons.
- <sup>2</sup> Disqualification is decided on by the Executive Committee. The member must be informed in writing of the disqualification and its reasons. A member may lodge an appeal to the General Assembly through the President of the Solidarity

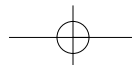
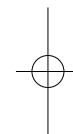
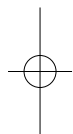


Fund within 30 days of receiving notification of the disqualification. The decision of the General Assembly may be submitted to a competent court of law at the domicile of the Solidarity Fund within three months.

#### **8 Succession**

<sup>1</sup> Membership is personal and non-transferable.

<sup>2</sup> Heirs of a member and eligible beneficiaries under the terms of Art. 4 Para. 3 may join the Solidarity Fund only if they fulfil the conditions set down in Art. 4.



### III. Organisation

#### 9 Organs of the Solidarity Fund

The organs of the Solidarity Fund are as follows:

- a) The General Assembly,
- b) The Council and its Executive Committee,
- c) The Appeals Commission,
- d) The Auditors' Commissions.

#### A. General Assembly

#### 10 Convocation

- <sup>1</sup> The ordinary General Assembly is held annually to coincide if possible with the dates and venue of the Convention of the Swiss Nationals Abroad.
- <sup>2</sup> An extraordinary General Assembly may be convened at any time by the Council or its Executive Committee or requested by the ordinary General Assembly.

#### 11 Deadlines and publication

- <sup>1</sup> The General Assembly must be convened at least one month prior to the date of the meeting.
- <sup>2</sup> Notice of the meeting must be published in the official publication organ of the Solidarity Fund. The agenda must be indicated along with the notice. In the event of an amendment to the Articles of Association, the main points of the proposed amendments must also be indicated. With the exception of a motion to convene an extraordinary General Assembly, no decision may be taken on issues which have not been announced in this way.

## 12 Authority

The General Assembly is the highest organ of the Solidarity Fund and has non-transferable authority over the following:

- a) Establishment and amendment of the Articles of Association,
- b) Election of
  - the President and other members of the Council except for those appointed by the Federal Council,
  - the Appeals Commission,
  - members of the Ordinary Auditors' Commission except those appointed by the Federal Council,
  - the Extraordinary Auditors' Commission,
- c) Rescinded
- d) Approval of the annual report, operating accounts and balance sheet as well as the budget for administrative expenses,
- e) Discharging the Council of its responsibilities,
- f) Decisions on appeals against the disqualification of a member,
- g) Dissolution of the Solidarity Fund and the appropriate of any surplus funds after liquidation.

## 13 Voting rights

- <sup>1</sup> Every member is entitled to attend the General Assembly and has one vote.
- <sup>2</sup> A member may be represented by another member with written authority of proxy. However, a member may represent only one other member at the General Assembly.

Organisation

#### **14 Voting and elections**

- <sup>1</sup> The General Assembly takes decisions and holds elections based on an absolute majority of votes cast. In a second round of balloting, a relative majority is sufficient. In the event of a tie, the Chairman of the General Assembly has the casting vote.
- <sup>2</sup> A two-thirds majority is required on motions to carry out amendments to the Articles of Association and to dissolve the Solidarity Fund.
- <sup>3</sup> Votes and elections are by open ballot unless otherwise decided by the General Assembly.

#### **15 Procedure**

- <sup>1</sup> The President or any other member of the Council chairs the General Assembly. The General Assembly can also appoint a Chairman ad hoc. Such an appointment is necessary during the election of the President or when a ruling is to be made on an appeal against a decision taken by the Executive Committee.
- <sup>2</sup> The Chairman appoints the tellers.
- <sup>3</sup> Minutes of the meeting must be kept and signed by the Chairman as well as the recorder of the minutes.

### **B. Council and Executive Committee**

#### **16 Composition**

- <sup>1</sup> The Council consists of the President and at least eight other members.
- <sup>2</sup> The Federal Council may appoint two members to the Council.
- <sup>3</sup> The Council may appoint one or two Vice Presidents.

- <sup>4</sup> The Solidarity Fund is represented externally by its President, a Vice President and the Business Manager, any two signing jointly.
- <sup>5</sup> Only Swiss citizens may be members of the Council. The President and at least half of the other Council members must be resident in Switzerland.

#### **17 Terms of office**

- <sup>1</sup> The term of office of the President as well as the other members of the Council is four years.
- <sup>2</sup> The President and members of the Council may be re-elected provided an equitable rotation and representation of the various regional and linguistic groups is ensured.
- <sup>3</sup> Substitutes may be elected only for the residual term of office.

#### **18 Meetings**

- <sup>1</sup> The Council convenes at least once a year at the instigation of the President. A meeting must also be convened if at least half of the Council members request one.
- <sup>2</sup> The Council shall constitute a quorum if at least four members attend. Decisions are taken and elections carried out on the basis of an absolute majority of votes of the members present. If a second ballot is required, a relative majority is sufficient. In the event of a tie, the Chairman has the casting vote.
- <sup>3</sup> Minutes of the meeting must be kept and signed by the Chairman as well as the recorder of the minutes.
- <sup>4</sup> Decisions by circular require a two-thirds majority of votes cast.

Organisation

**19 Authority**

- <sup>1</sup> The Council promotes the objectives of the Solidarity Fund by all legal and statutory means. It has complete authority and obligations not expressly conferred legally or constitutionally on any other organ. In particular, it has the following powers and duties:
  - a) Preparation of the agenda for the General Assembly, and implementation of the decisions taken,
  - b) Formation of an Executive Committee which must consist of at least five members, including the President, and one representative appointed by the Federal Council,
  - c) Appointment of the Business Manager,
  - d) Formulation of regulations, in particular for the Executive Committee and the Appeals Commission,
  - e) Rescinded
  - f) Determination of the contribution towards administrative expenses.
- <sup>2</sup> The Council may grant power of attorney or procuration to the members of the management.
- <sup>3</sup> The Council may engage reliable persons and experts in a consultative capacity to perform certain tasks.

**20 Executive Committee**

- <sup>1</sup> The Executive Committee manages the current business of the Council and supervises the activities of the Secretariat, which is run by the Business Manager. In particular, it has the following powers and duties:
  - a) Admission and disqualification of members,
  - b) Dealing with applications for changes in insurance cover (lump-sum compensation),
  - c) Processing claims for compensation,
  - d) Making allocations from the Auxiliary Relief Fund,

- e) Making decisions related to the investment of cooperative assets,
  - f) Dealing with all business submitted by the Council, President and Business Manager.
  - g) Rescinded
- <sup>2</sup> The Executive Committee may delegate to the Business Manager certain responsibilities and authorise him or other employees to sign the daily correspondence of the Secretariat.

### **C. Appeals Commission**

#### **21 Composition**

- <sup>1</sup> The Appeals Commission consists of five to seven members elected for a period of four years. Re-election is permissible.
- <sup>2</sup> Substitutes may be elected for the residual term of office.
- <sup>3</sup> The Appeals Commission appoints its President and Vice President.

#### **22 Authority**

The Appeals Commission is the final arbiter in appeals against rejection of the following:

- a) Applications for membership,
- b) Lump-sum compensation amounts to be insured,
- c) Claims for payment of lump-sum compensations,
- d) Rescinded.

Organisation

#### **D. Ordinary Auditors' Commission**

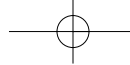
##### **23 Ordinary Auditors' Commission**

<sup>1</sup> In accordance with Art. 907 to 909 of the Swiss Code of Obligations, the accounts of the Solidarity Fund must be audited annually by a firm of auditors represented by two experts, and the audit report must be submitted to the General Assembly. The firm of auditors is appointed or confirmed annually.

<sup>2</sup> The Federal Council may appoint a second auditor.

##### **24 Extraordinary Auditors' Commission**

The General Assembly, the President, the Council or its Executive Committee, or the Federal Council representative, may demand a supplementary audit of the accounts by an Extraordinary Auditors' Commission in accordance with Art. 910 of the Swiss Code of Obligations. Auditors of the Federal Department of Finance shall be represented on this body.



## IV. Finance

14 15

### A. Members' Contribution

#### 25 Procurement of operational funds

The Solidarity Fund obtains the resources required to achieve its aims through:

- a) Share certificates,
- b) Rescinded
- c) Risk contributions and other non-reimbursable contributions,
- d) Donor shares,
- e) Donations and voluntary contributions from members or third parties,
- f) Contributions to administrative expenses.
- g) Annual contributions of CHF 40 per member; minors are exempted from paying the annual contribution; for young persons undergoing education (up to age 25) with no entitlement to a lump-sum compensation, the annual contribution is waived. For memberships that begin in the course of a calendar year, contributions shall be levied pro rata for every complete calendar quarter following the date of admission. Annual contributions shall be due for payment within 30 days after receipt of the invoice.

#### 26 Share certificates

- <sup>1</sup> Every member must subscribe to a share certificate at the par value of CHF 25 issued in his name.
- <sup>2</sup> Share certificates in the name of a deceased member may be transferred to his heirs or eligible beneficiaries in accordance with Art. 4 Para. 3 who join the Solidarity Fund as members.

Finance

**26bis Contribution to the Risk Compensation Fund**

Through the annual contribution, every member contributes to the Risk Compensation Fund and, in so doing, expresses his solidarity with Swiss nationals resident abroad.

**26ter Political risk insurance**

- <sup>1</sup> A paying member shall receive a lump-sum compensation of CHF 10,000 (basic cover) in the event of a damage claim.
- <sup>2</sup> Members may apply to the Executive Committee at any time for an increase of their lump-sum compensation exceeding the basic cover (supplementary cover).
- <sup>3</sup> The lump-sum compensation amount shall not exceed CHF 150,000 (including basic cover). When determining supplementary cover, the Executive Committee generally takes into the consideration the financial situation of the member or of the eligible beneficiary as well as the volume of Soliwiss services retained by the member.
- <sup>4</sup> The amount of the lump-sum compensation shall be indicated on the member's lump-sum compensation certificate.
- <sup>5</sup> Eligibility for a lump-sum compensation is always contingent on the payment of risk contributions owed by the member.

**26quater Amount, due date and expiry of risk contributions**

- <sup>1</sup> The annual contribution of CHF 40 includes the risk contribution for basic cover.
- <sup>2</sup> The risk contribution for supplementary cover shall amount to 4‰ of the entire insured lump-sum compensation amount (including basic cover).
- <sup>3</sup> If membership begins in the course of a calendar year, the risk contribution (including the annual contribution) shall be levied pro rata for each complete calendar quarter following the date of admission.

- <sup>4</sup> The risk contribution (including the annual contribution) shall be due for payment 30 days after the receipt of the invoice.
- <sup>5</sup> Should a member terminate membership within the course of a calendar year, the risk contributions paid for the current year shall be transferred without refunds to the Risk Compensation Fund and insurance cover for the current year shall remain in effect.

**26quinquies Commencement and amendment of lump-sum compensation cover – cover year**

- <sup>1</sup> The lump-sum compensation cover for political risks shall commence after the waiting period as specified in Art. 42 of the Articles of Association.
- <sup>2</sup> In the year following admission to membership, the membership year and the cover year shall coincide with the calendar year.
- <sup>3</sup> Members may apply to the Executive Committee at any time to increase, decrease, or cancel supplementary cover, if any. The request must be received by Soliswiss prior to October 1. The new lump-sum compensation cover shall become effective on January 1 of the following year.

**27 Contributions and accumulated fund capital**

Rescinded

**28 Collective agreements**

Rescinded

Finance

**29 Donor shares**

- <sup>1</sup> Members or third parties may support the Solidarity Fund by subscribing to donor shares.
- <sup>2</sup> Donor shares are issued at a minimum value of CHF 25 or more.
- <sup>3</sup> Donor shareholders who are not members may attend the General Assembly in an advisory capacity.

**30 Contribution to administrative expenses**

Members may be asked to make a contribution to covering administrative expenses.

**B. Assets of the Solidarity Fund**

**31 Share capital**

The capital accumulated from shares is neither interest-bearing nor reimbursable upon termination of membership. The rights of members in the event of liquidation of the Solidarity Fund are reserved.

**32 Utilisation of assets**

Lump-sum compensations shall be payable by the Solidarity Fund capital (cooperative capital) and accrued interest, less the Auxiliary Relief Fund and the funds required to cover administrative expenses.

**33 Auxiliary Relief Fund**

- <sup>1</sup> The Auxiliary Relief Fund is sustained through contributions intended specifically for this purpose and through unclaimed reimbursable amounts. If necessary, the Council may also allocate moderate additional amounts to the Auxiliary Relief Fund by debiting the annual accounts.

- <sup>2</sup> The Auxiliary Relief Fund is used to provide assistance in borderline and hardship cases.  
<sup>3</sup> There is no legal entitlement to claim benefits from the Auxiliary Relief Fund.

#### **34 Asset management**

- <sup>1</sup> The assets of the Solidarity Fund may be invested with the Federal Finance Administration. The Executive Committee decides on other investments in consultation with the Federal Finance Administration. If the Fund wishes to entrust management of part or all its assets to an organisation other than the Federal Finance Administration, the associated contract must be approved in advance by the Federal Finance Administration. The Federal Finance Administration must be informed regularly of the portfolio's development.  
<sup>2</sup> Part of the Solidarity Fund's assets may be invested abroad, especially in countries where there are a significant number of members.

#### **35 Liability**

The assets of the Solidarity Fund alone are required to meet its commitments. Members do not bear any personal liability. There is therefore no obligation to make supplementary contributions.

#### **36 Place of payment and currency**

- <sup>1</sup> Members' payments as well as those of the Solidarity Fund must be settled in Swiss currency at its headquarters.  
<sup>2</sup> The Executive Committee may authorise total or partial remittance of payments by members or the Solidarity Fund in a foreign currency abroad.

Finance

**37 Financial year and rendering of accounts**

- <sup>1</sup> The financial year corresponds to a calendar year.
- <sup>2</sup> The Council draws up the balance sheet and annual financial statements in accordance with the legal provisions governing commercial accountancy (Art. 957ff Swiss Code of Obligations) and discloses them for inspection at the headquarters of the Solidarity Fund 30 days before the ordinary General Assembly. Copies of the balance sheet and financial statements are sent to members upon request.

**C. Members' rights**

**38 Reimbursement of accumulated fund capital**

- <sup>1</sup> Members are entitled to the reimbursement of the accumulated fund capital held on their behalf by Soliswiss, if any, plus accrued interest. The Executive Committee is authorized to define the interest rate under consideration of the market situation as well as the financial and administrative expense situation of Soliswiss. If the investment terms are amended, the member's reimbursement entitlements stipulated on the date of the amendment shall remain in effect.
- <sup>2</sup> If a member is in arrears with his annual contributions or risk contributions, the reimbursable amount shall be reduced by the annual risk contribution due.

**39 Relinquishing of right to reimbursement**

If a member relinquishes his right to reimbursement, the corresponding amount is allocated to the Auxiliary Relief Fund.

#### **40 Reimbursement rights in cases of sponsorship**

Except as provided under Art. 48, eligible beneficiaries nominated by sponsors in accordance with Art. 4 Para. 3 are not entitled to any reimbursement of accumulated capital, even if they themselves are members.

#### **41 Lump-sum compensation in the event of loss of livelihood**

- <sup>1</sup> Members of the Solidarity Fund who have fulfilled their statutory obligations may claim lump-sum compensation under the terms of Art. 2 as a contribution towards re-establishing their means of subsistence either abroad or in Switzerland. A written application, stating reasons, must be submitted for such claims.
- <sup>2</sup> An eligible beneficiary in accordance with Art. 4 Para. 3 has the right to refer his application for lump-sum compensation directly to the Solidarity Fund.
- <sup>3</sup> If the death of a member or an eligible beneficiary is causally connected to his loss of livelihood under the terms of Art. 2, the lump-sum compensation may be granted to family members who are his heirs and were dependent on the member or eligible beneficiary for subsistence.
- <sup>4</sup> The lump-sum compensation amounts to a minimum of CHF 10,000.

#### **42 Waiting period**

- <sup>1</sup> A member or eligible beneficiary may submit a request for payment of a lump-sum compensation if at least two full years have elapsed between the date of applying for membership and the occurrence of the emergency, and if the statutory payments have been made for at least two full membership years. The waiting period is one year for members who have submitted their application for membership of the Solidarity Fund within five years of emigrating.

Finance

<sup>2</sup> If a member or eligible beneficiary suffers a renewed loss of livelihood, he may not submit a new claim for lump-sum compensation unless three years have elapsed since the date of his first claim for which he received compensation.

<sup>3</sup> If a change in insurance cover by a member entitles him to a higher lump-sum compensation, the difference between the initial amount and the new amount of lump-sum compensation is subject to the waiting period defined in Para 1 above.

<sup>4</sup> The waiting periods defined in Para. 1 above do not apply to an eligible beneficiary as defined by Art. 4 Para. 3 who is himself admitted as a member. Nor do they apply in the case of a transfer of the membership to a family member of a deceased Solidarity Fund member who had been living in the same household.

<sup>5</sup> Rescinded

<sup>6</sup> Rescinded

**43 Change in terms and conditions governing fund capital**

Rescinded

**44 Non-fulfilment of statutory obligations**

If a member does not abide by his statutory obligations he loses his membership status as well as rights to any lump-sum compensation. In principle, however, he retains the right to a reimbursement of his accumulated fund capital. The rules stated in Art. 38 are applicable.

**45 Cessation of annual contributions**

Rescinded

#### **46 Repatriation**

Rescinded

#### **47 Resignation**

<sup>1</sup> A member who resigns from the Solidarity Fund loses all rights to a lump-sum compensation.

<sup>2</sup> Rescinded

<sup>3</sup> Rescinded

<sup>4</sup> The rules stated in Art. 38 are applicable.

#### **48 Death**

<sup>1</sup> The heirs of a deceased member retain the same rights to reimbursement of accumulated fund capital as would have been granted to the member had he resigned on the day of his death.

<sup>2</sup> Rescinded

<sup>3</sup> Rescinded

<sup>4</sup> The rules stated in Art. 38 and 47 are applicable by analogy.

#### **49 Disqualification**

<sup>1</sup> A member disqualified for valid reasons has no right to claim any benefits from the Solidarity Fund.

<sup>2</sup> In hardship cases the Executive Committee may make an exception.

Finance

#### **D. Procedure**

##### **50 Settlement of compensation and reimbursement claims**

- <sup>1</sup> The Executive Committee verifies the legitimacy of the claimant's demands and determines the value and amount of the claim.
- <sup>2</sup> If a member or eligible beneficiary dies as a result of the loss occurrence, the Executive Committee shall determine the rights of his heirs in accordance with Art. 41 Para. 3.

##### **51 Examination of evidence**

- <sup>1</sup> The reasons for the claim must be plausibly substantiated by the claimant.
- <sup>2</sup> The Executive Committee examines the circumstances and evidence at its discretion.

##### **52 Decision**

- <sup>1</sup> The decision of the Executive Committee must be communicated in writing to the claimant.
- <sup>2</sup> If, at the time the Executive Committee reaches a decision on the claim for compensation, there exists uncertainty as to whether or not the loss of livelihood is merely temporary, the Executive Committee may grant the claimant a loan which is taken into account when definitive loss of livelihood is established and the statutory lump-sum compensation becomes payable. The Executive Committee determines the terms and conditions governing the loan.

##### **53 Appeal**

- <sup>1</sup> Decisions of the Executive Committee, which are open to appeal, may be submitted to the Appeals Commission within 30 days of receipt of the notification.

<sup>2</sup> Appeals must be lodged with the Solidarity Fund in writing, stating reasons, for submission to the Appeal Commission.

**54 Revision**

<sup>1</sup> If new and important facts or evidence emerge after a decision has already been taken regarding an applicant's demands, he may request a re-examination of his case by the authority which was responsible for the last ruling.

<sup>2</sup> If this authority is the Appeals Commission, it may seek the advice of the Executive Committee.

**55 Payment of compensation**

<sup>1</sup> The lump-sum compensation is payable as soon as a decision comes into force.

<sup>2</sup> In cases where the facts are clearly established, the Executive Committee may authorise an appropriate advance of funds.

## V. Miscellaneous

### 56 Federal guarantee

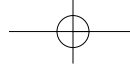
In accordance with the Federal Decree of 22 June 1962, the Swiss Confederation guarantees payment of due lump-sum compensations pursuant to the Articles of Association and not refuted by the Confederation, if the assets of the Solidarity Fund as laid down in Art. 32 prove insufficient.

### 57 State of emergency

If, due to exceptional circumstances, the General Assembly cannot be convened or held, the Council or its Executive Committee may take appropriate measures, statutory or otherwise, in the interests of the Solidarity Fund. In so doing the Council or its Executive Committee must act in conjunction with the Swiss Federal Council and convene a General Assembly as soon as possible.

### 58 Dissolution and liquidation

- <sup>1</sup> If the General Assembly votes in favour of dissolving the Solidarity Fund, the Council shall conduct the liquidation process unless other persons are entrusted with this task.
- <sup>2</sup> The assets of the Solidarity Fund after settlement of debts shall be used primarily for purposes of reimbursing share certificates at par value.
- <sup>3</sup> The General Assembly may donate any surplus amount to an institution with aims similar to those of the Solidarity Fund.

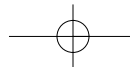
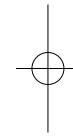
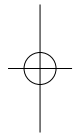


**59 Publication organs**

The official publication organs of the Solidarity Fund are the “Swiss Review” published by the Organisation of the Swiss Abroad and the [www.soliswiss.ch](http://www.soliswiss.ch) website.

**59bis Place of jurisdiction and applicable law**

In the event of disputes between the Solidarity Fund and its members, the place of jurisdiction shall be exclusively Berne. Swiss law is applicable.



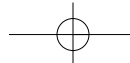
## VI. Final provisions

### 60 Transitional conditions

- <sup>1</sup> Members who joined the Solidarity Fund before 01.01.1975 are subject to the following transitional conditions:
- a) Members will be admitted to risk category I unless they request transfer to risk categories II or III in accordance with Art. 27 Para. 4 (rescinded).
  - b) The Council formulates the principles governing calculation of all reimbursement rights of annual contributors, whose existing rights and benefits remain assured.
  - c) Members who make a non-recurring contribution are entitled to interest on their deposit from 01.01.1975.
- <sup>2</sup> Members who joined the Solidarity Fund before 01.01.1998 are subject to the following transitional conditions:
- a) Members who make annual contributions retain their accumulated fund capital as well as their existing lump-sum compensation cover.
  - b) Members who make a non-recurring contribution retain their existing lump-sum compensation cover.
  - c) All existing rights to reimbursement are retained.

### 60bis Alternative insurance cover through the Solidarity Fund

- <sup>1</sup> The rights and obligations of members arising from joining an alternative insurance scheme through the Solidarity Fund's mediation are governed exclusively by a collective agreement concluded by the Solidarity Fund, as well as the terms and conditions of the relevant health insurance or other insurance company.
- <sup>2</sup> Members who join an insurance scheme through the Solidarity Fund must in every case make a minimum contribution to the Solidarity Fund.



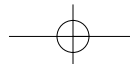
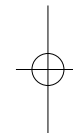
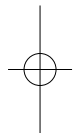
<sup>3</sup> Rescinded

<sup>4</sup> Rescinded

**61 Entry into force**

The amended Articles of Association were approved by the General Assembly of the Solidarity Fund on August 18, 2006, and shall come into force on the same date. (They supersede the previous Articles of Association dated September 2, 2005.)

The German text of the Articles of Association shall be the binding version.



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