

## COLLECTIVE SUPPLEMENTARY PENSION INSURANCE PLAN OF THE LEON 2 UMBRELLA PENSION FUND – LEON 2K PP

### 1. GENERAL PROVISIONS

#### 1. Article: Pension Plan

The LEON 2K Pension Plan (hereinafter referred to as the LEON 2K PP) represents the general terms and conditions of the insurance and provides supplementary insurance with the aim of acquiring the right to a supplementary or early-retirement supplementary pension.

The LEON 2K PP is implemented in accordance with the Pension and Disability Insurance Act (Official Gazette of the Republic of Slovenia, No. 96/2012, as amended and supplemented; hereinafter referred to as the ZPIZ-2 or the Act), the Insurance Act (Official Gazette of the Republic of Slovenia, No. 93/2015, as amended and supplemented; hereinafter referred to as the ZZavar-1), the Investment Funds and Management Companies Act (Official Gazette of the Republic of Slovenia, No. 31/2015, as amended and supplemented; hereinafter referred to as the ZISDU-3), and the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/2007 – official consolidated text 1; hereinafter referred to as the OZ).

Collective supplementary pension insurance under the LEON 2K PP comprises cash collection in the form of premiums in Members' personal accounts with the LEON 2 Umbrella Pension Fund (hereinafter referred to as LEON 2), all for the purpose of obtaining supplementary or early-retirement supplementary pensions and other rights in accordance with the ZPIZ-2.

#### 2. Article: Payout Period

During the payout period, the supplementary pension insurance under LEON 2K PP covers the following payments:

- supplementary pensions or
- early-retirement supplementary pensions.

#### 3. Article: Prohibition of Pledging and Non-Transferability of Rights

No pledge may be made of the rights from the title of LEON 2 funds held in a Member's personal account.

Supplementary pension insurance rights are non-transferable, except in cases provided for by law.

#### 4. Article: Terms

The **pension plan** sets out the conditions for acquiring the rights under the collective supplementary pension insurance, the type and scope of these rights and the procedures for exercising them.

**LEON 2K PP** is the designation for the LEON 2 collective supplementary pension insurance.

The **pension plan provider** is LEON 2 that implements the LEON 2K PP in accordance with the Member's life-cycle investment policy.

**LEON 2 Umbrella Pension Fund** (abbreviated as LEON 2) is the name of the umbrella pension fund whose assets are financed by funds collected through premium payments and the return generated by managing these funds within individual Sub-Funds. The owners of LEON 2 or the Sub-Funds are members in a pro-rata share of their ownership of the assets of each individual Sub-Fund through asset units in their personal accounts.

The **Manager** managing the LEON 2 assets separately from other assets is GENERALI zavarovalnica d.d.

A **Member** is a natural person who joins a collective supplementary pension insurance under the LEON 2K PP through his/her employer on the basis of a pension plan arrangement

contract and financing contract.

**Membership** lasts as long as the Member has asset units in a personal account.

An **employer** is a legal entity or natural person who employs employees in accordance with the employment regulations and has established a pension plan for their employees by means of a pension plan arrangement contract on the basis of the LEON 2K PP.

A **pension plan arrangement contract** is a contract agreed between the employer and the employee. The pension plan arrangement contract sets out the specific features of the pension plan for all employees or for each individual employee of that employer.

The **collective pension plan financing contract** is a contract concluded between the employer who set up the supplementary pension insurance and the pension plan manager, covering the method and timing of payments, the amount of contributions, entry and exit charges and other information specified in the rules governing the management of the umbrella pension fund.

The **entry notice** is a document that the Member receives to exercise his/her rights under the pension plan.

A **statement of selection** is a statement that allows a Member to opt for a Sub-Fund within the umbrella pension fund in accordance with the Member's life-cycle investment policy.

A **pensioner** is a Member who has fulfilled the conditions for a supplementary or early-retirement supplementary pension and has applied for a pension annuity.

The **body liable for payment of the pension** is the payer of the supplementary pension from the title of the supplementary or early-retirement supplementary pension under the pension annuity plan.

A **custodian bank** is a financial institution duly authorised by the supervisory authority to provide custodial services in accordance with the legislation and with which the Manager has concluded a contract for the provision of custodial services for LEON 2.

In this pension plan, **supplementary annuity** is equivalent to the meaning of supplementary pension.

**Retention of the rights** attached to the paid-up asset units is equivalent to the situation that arises when a Member opts out of the supplementary insurance, whereby the Member retains all the rights attached to his/her assets in LEON 2 and remains a Member of LEON 2. A retention is different from a premium contribution holiday, which is a temporary cessation of premium payments for an agreed period of time in accordance with the terms of this pension plan.

The **Pension Annuity Payment Plan** provides an insurance scheme under which Members are entitled to a supplementary pension annuity in an amount calculated according to actuarial principles as if a lump sum payment had been made of a net amount equal to the redemption value.

The **Umbrella Pension Fund Policy** is the rules of management in accordance with the ZPIZ-2 and regulates in more detail the substantive aspect of the legal relationships between the Manager and the Member of the mutual pension fund, which have been approved by the Securities Market Agency.

### 5. Article: Entities

The trustor and manager of LEON 2 is GENERALI zavarovalnica d.d., Kržičeva 3, 1000 Ljubljana.

The provider of the LEON 2 PP is LEON 2.

## 6. Article: Bank Account

LEON 2 has DCAs opened with the custodian bank in which the cash reserves of LEON 2 or its Sub-Funds is held. All payments and withdrawals from transactions related to the assets of LEON 2 and its Sub-Funds are made through these accounts.

## 2. CONDITIONS FOR ENROLMENT IN THE LEON 2K PP

### 7. Article: General

An employee who is a Member or beneficiary of the compulsory pension and disability insurance scheme will be collectively enrolled in the LEON 2K PP through the employer as from the first day of the month in respect of which the contribution was made, except in the event of failure to comply with any employer's condition allowed by law or in the event of a written statement by the employee to the employer not to be enrolled in the pension plan. The date of enrolment of employees will be notified to the Manager by the employer and is the same as the date of commencement of the insurance.

The Manager does not make the conclusion of supplementary pension insurance conditional on the payment of a pension annuity.

### 8. Article: Developing a Pension Plan

An employer establishes a pension plan for its employees by committing, either by a pension plan arrangement contract or by a Collective Agreement, to establish and finance a pension plan by paying a premium for the benefit of its employees who have joined a collective supplementary insurance scheme under LEON 2K PP, and fulfils this commitment by concluding a contract with the Manager on the financing of a collective pension insurance plan.

### 9. Article: Accession to the LEON 2K PP and Entry Notice

Employees of an employer are enrolled in the LEON 2K PP on the basis of a pension plan arrangement contract and a collective pension insurance financing contract, whereby the employee acquires the rights and obligations of a Member. For an employer that is a micro company in terms of size under the law governing companies, the pension plan arrangement contract is deemed to have been concluded when the Management adopts a decision on the establishment of the pension plan, and the Management's decision contains all the elements as laid down in the ZPIZ-2. Incorrectly and incompletely filled-in documentation that forms the basis for insurance will be returned for completion or correction.

The employee becomes a Member as from the first day of the month for which the payment is made, provided that the membership is not refused by the Manager within eight (8) days of receipt of the information from the employer. At the same time, the commencement of the insurance may also depend on the definition of the commencement of the insurance in the pension plan arrangement contract and the collective pension plan financing contract.

In addition, the employer includes in the supplementary insurance an employee who is a part-time worker and has concluded an Employment Contract with several employers, thus achieving a total of full-time employment with all employers in accordance with the law governing employment relationships and for whom a premium is payable.

The employer is obliged to provide the Manager with the personal data of the employees enrolled in the pension plan and the date of enrolment at least thirty (30) days before the first premium is paid. If the Employer has sent the information less than thirty (30) days before the payment of first premium, the Manager has the right to comply with the statutory time limits and the premium paid is not allocated to the Member's personal account until the statutory time limits have expired.

The Manager approves the Member's insurance with an entry notice and has the right to choose a Sub-Fund within the umbrella pension fund that implements an investment policy

appropriate to his/her age group or a Sub-Fund that pursues a less aggressive investment policy than the Sub-Fund appropriate to his/her age group. If the Member fails to notify the Manager of the Sub-Fund they opted for, the Member shall be deemed to have opted for a Sub-Fund that implements an investment policy appropriate to his/her age group.

The following is enclosed with the entry notice:

- LEON 2K PP,
- an investment policy statement; and
- LEON 2 management rules.

Both the employer and the Member are responsible for the veracity of the information provided for enrolment and for the information provided subsequently.

### 10. Article: Membership

In accordance with the legislation, a Member can only be actively enrolled (by paying a premium) in a supplementary pension insurance scheme under one collective insurance pension plan and one individual pension insurance scheme at the same time.

The LEON 2 Manager is not competent and responsible for verifying compliance with this provision.

The Member's insurance period that they acquired with any previous supplementary pension insurance provider is considered to be the Member's total insurance period or the provisions of the applicable legislation shall be directly applied. A person becomes a Member on the day they acquire asset units in a personal account and remains a Member for as long as they hold units in a personal account.

## 3. PREMIUM AND ASSET UNITS

### 11. Article: Premium Payment

The premium is paid by the employer, but it can also be paid by the Member if so agreed in the pension plan arrangement contract or if the Member so wishes. In the latter case, the premium paid in this way is treated in the same way as the premium paid by the Member in individual insurance scheme.

### 12. Article: Method of Payment

Supplementary pension insurance premiums are paid in advance. The level of the premium depends on the agreed period and the amount according to the pension plan arrangement contract.

As a rule, premiums are paid monthly, but may also be paid on a semi-annual or annual basis, which may be agreed separately in the pension plan arrangement contract or the pension plan financing contract.

The Member or the employer and the Manager may also agree on additional monthly/annual premium payments regardless of the policy status. Moreover, the Manager agrees to the additional payment of premiums if the request for additional premium payment is not refused by the Manager within eight (8) days from the date on which the request is received by the Manager or the additional premium payment is made. Regarding the rights and obligations of the Member, additional paid premiums are taken into account in the same way as regular premiums.

The minimum monthly premium for 2021 totals EUR 26.35. The minimum monthly premium is increased (adjusted) on 1 January each year in accordance with the provisions of the ZPIZ.

The premium will be deemed to be paid on the day on which it is received on the LEON 2 Dedicated Cash Account opened with the custodian bank. The premium is payable in the currency valid in the Republic of Slovenia.

### 13. Article: Premium Payable

The level of the premium is agreed between the Member, the employer and the Manager in the pension plan arrangement contract, namely as a percentage of gross salary or a nominal amount. With the appropriate agreements, the level of the premium can also be changed subsequently.

### 14. Article: Default

If the premium is not paid in the agreed amount or within the agreed deadline, the employer is in default. If the employer fails to carry out the payments within the deadline determined in this

pension plan arrangement contract, the Manager will require the employer to carry out the payment within fifteen (15) days from the due date of the last payment. At the same time, the body that has concluded the pension plan arrangement contract on behalf of the employees or the employees will also be informed.

#### **15. Article: Net Premium and Valuation Day**

The net premium is the premium paid less the input costs. The net premium is converted into the corresponding number of asset units. The conversion is carried out at the asset unit value on the valuation day (hereinafter referred to as the AUV). The premium paid that has been credited to the LEON 2 account before the Member has fulfilled the conditions for the commencement of the insurance or which cannot be unambiguously allocated to the Member will be treated as an unallocated premium until it has been allocated to the Member's personal account. The loss on the unallocated non-yielding premium is borne by the Member until the conditions for commencement of the insurance and converting into units have been met.

This is further specified in the Umbrella Pension Fund Policy governing the operations of LEON 2 and the Sub-Funds in accordance with the LEON 2K PP.

#### **4. INVESTMENT POLICY**

##### **16. Article: General**

The Member's life-cycle investment policy is implemented within the three (3) Sub-Funds of the LEON 2 Umbrella Pension Fund. The Sub-Funds differ in their investment policy, which, taking into account the purpose of supplementary pension insurance and the statutory principles, is tailored to the target age group of the Members for whom each Sub-Fund is intended.

##### **17. Article: Implementation of a Member's Life-Cycle Investment Policy in the Sub-Fund that Provides a Minimum Guaranteed Return on Net Contributions Paid**

The management rules of the LEON 2 umbrella pension fund specify for each of its Sub-Funds the target age group for which the Sub-Fund is intended and the permitted financial instruments.

The investment policy of the Sub-Fund that ensures a minimum guaranteed return on net contributions paid, is implemented within the LEON 2 – Zajamčeni (Guaranteed) Sub-Fund. The annual guaranteed rate of return on the net premium payment guaranteed by the Manager under this pension plan shall be set at 60 per cent of the average rate of return in accordance with the Rules on the calculation of the minimum guaranteed rate of return. Changes to the rules for calculating the minimum guaranteed return will be directly applicable.

#### **5. TAX RELIEF**

##### **18. Article: General**

The LEON 2K PP is entered in the register of pension plans with the competent tax authority and is the basis for obtaining and claiming tax relief. The pension plan is approved by the Minister responsible for labour.

An employer or Member whose contributions exceed the maximum statutory tax relief is covered by this pension plan on the same terms as others, without the Manager being liable for the loss of part of the relief exceeding the maximum statutory tax relief.

##### **19. Article: The Amount of Tax Relief**

Under the current legislation, the amount of the tax relief for supplementary pension insurance premiums paid in a calendar year may be up to a maximum of 24% of the compulsory pension and disability insurance contributions or 5.844% of the Member's gross personal income (the nominal amount is determined annually according to the legislation in force; for 2021, it totals EUR 2,819.09).

The beneficiary of a tax relief is the premium payer. If a Member is also enrolled in an individual supplementary pension insurance plan, the premiums from the two pension plans (individual and collective) are added up for tax relief purposes. If the total amount of premiums exceeds the legal limits, the employer financing the pension plan has priority in claiming tax relief.

The type and scope of tax relief depends on the fulfilment of the required conditions, which are decided by the competent tax authority.

If the employer fails to deliver to the Manager the duly completed documentation which forms the basis for the enrolment of an employee for whom it has already paid a premium in a timely manner and in full, the Manager will not be liable for any loss of tax relief.

In the case of legal changes to the rules granting a tax relief, it is applied directly.

#### **6. TERMINATION OF SUPPLEMENTARY PENSION INSURANCE**

##### **20. Article: Reasons and Types of Termination of Insurance**

The grounds for termination of supplementary pension insurance under LEON 2K PP may be:

- **A. regular:**
- when a Member covered by this form of insurance exercises the right to a supplementary or early-retirement supplementary pension,
- **B. extraordinary:**
- after the termination of the Employment Contract with the employer that has concluded the collective pension insurance plan arrangement contract,
- by the Member's withdrawal, either on termination of the pension plan arrangement contract or on termination of the collective pension insurance plan financing contract, or at the Member's own request,
- by cancellation of supplementary pension insurance by the provider,
- upon the death of a Member before they acquired the right to a supplementary pension,
- with the cessation of operations of LEON 2.

##### **A. Regular Lapse in Insurance**

##### **21. Article: Regular Lapse in Insurance for the Purpose of Claiming a Supplementary Pension**

A Member of a supplementary pension insurance scheme becomes entitled to a supplementary pension when he or she has exercised the right to an early-retirement or old-age pension under the compulsory pension and disability insurance scheme and has applied to exercise the right to pension annuity, or in other cases provided for by law. The Manager will inform the Member of his/her rights from the title of insurance immediately upon receipt of information on the fulfilment of conditions for regular lapse in insurance or in other cases provided for by law, in particular the rights in the case of regular termination for the purpose of claiming a supplementary pension and the possibilities of payment.

A LEON 2 Member will exercise his/her right to the supplementary pension by submitting a completed claim application form to the LEON 2 Manager, including:

- proof of retirement on the basis of compulsory pension and disability insurance, and
- an offer or contract under a pension plan for the payment of a pension annuity with a body liable for payment of the pension annuity chosen by the Member.

In addition, the Manager may request from the Member to provide any other evidence of eligibility for acquiring the

supplementary pension or for the redemption value realisation.

## **22. Article: Regular Lapse in Insurance for the Purpose of Claiming an Early-Retirement Supplementary Pension**

A Member becomes entitled to an early-retirement supplementary pension before the conditions for eligibility for the supplementary pension are fulfilled, if:

- they have completed the age of fifty-three (53) years, and
- they are no longer covered by the compulsory pension and disability insurance under the ZPIZ-2.

For a Member to be able to claim an early-retirement supplementary pension, both of the above conditions must be met.

## **23. Article: Redemption Value Liquidation**

When a Member becomes entitled to a supplementary pension or an early-retirement supplementary pension, the Manager redeems the redemption value of the Member's asset units in LEON 2 in the month in which they receive the Member's full request. The Manager shall, with the Member's consent, take out insurance under a pension plan for the payment of pension annuity on behalf and to the account of the Member with a supplementary pension provider and transfer to them the redemption value of the Member's asset units in a lump sum. The Member has the right to independently choose the body liable for payment of pension annuity with which they take out said insurance.

Upon liquidation of all of the Member's asset units, the Member's membership in LEON 2 shall be terminated. At that time, their personal account will also be closed.

In accordance with the Act, a Member may request a lump sum payment of redemption value from the Manager if he has exercised his right to a compulsory insurance pension and if the assets in his personal collective insurance account do not exceed the amount published annually by the Ministry of Labour, Family and Social Affairs.

## **24. Article: The Amount of Early-Retirement Supplementary Pension**

The calculation of the amount of the supplementary and early-retirement supplementary pensions is governed by the individual pension plan for the payment of the pension annuity, but in general the amount depends on:

- the redemption value of asset units when exercising rights,
- the Member's date of birth and mortality tables,
- technical interest rate,
- the Member's selected options (guaranteed period, etc.),
- the annuity provider's costs;
- the applicable tax legislation.

## **B. Extraordinary Termination of Insurance**

### **25. Article: Extraordinary Termination due to Termination of an Employment Contract, a Pension Plan Arrangement Contract, a Financing Contract or due to Withdrawal**

The supplementary pension insurance under LEON 2K PP may be terminated extraordinarily:

- upon the death of a Member of the supplementary pension insurance before they acquired the right to a supplementary pension,
- with the cessation of operations of the pension fund within which the LEON 2K PP pension plan is implemented;
- by the Member's or employer's withdrawal from the insurance scheme, termination due to the employer's withdrawal from the scheme may occur on the termination of the pension plan arrangement contract or on the termination of the contract on the financing the pension plan;
- on the date of termination of the insured person's employment contract with the employer who has concluded the pension plan arrangement contract.

If the collective supplementary insurance is terminated as a result of the termination of the contract or as a result of

withdrawal, the Member will have the option to opt out within thirty (30) days from the date of issuance of the notice on this right:

- to retain all the rights pertaining to paid-in asset units registered in his/her personal account until the exercise of the right to supplementary or early-retirement supplementary pension, or
- to transfer funds to another collective insurance pension plan.

If the Member fails to give written notice to the Manager within the deadline referred to in the preceding paragraph, the Member will be deemed to have opted for the retention of the rights arising from the paid-up asset units. The retention will be counted from the first day of the following month in which the deadline expires.

The Manager will notify the Member about the rights at the same time as the notice of termination of supplementary insurance within eight (8) days of receipt of the employer's notice of termination of employment with the employer or after withdrawal from collective supplementary insurance. The Member may also be informed of his/her rights within the context of a withdrawal statement.

In the case a Member's employment with the employer is terminated and the Member is subsequently reemployed with the same employer, his/her insurance policy in retention will be reactivated to the status of a valid insurance policy on the basis of a statement by the Member and they will be deemed to have been reinstated under the same insurance policy as if their employment had not been terminated in that case.

Employees employed by an employer to provide work, for whom the law provides the same rights as for other employees, are covered by a collective supplementary pension plan through an established pension plan of the user's employer, i.e. the employer with whom they work, and have specific elements of an insurance policy with a defined premium payer.

### **26. Article: Extraordinary Termination of Insurance upon the Death of the Insured before Acquiring the Right to a Supplementary Pension**

In the event of the death of a supplementary pension insurance's Member before the supplementary pension rights vest, the beneficiary acquires the right to payment of the redemption value of the asset units in the event of death of the Member. If the beneficiary is not determined in the event of death, the right to payment of the redemption value of the asset units is acquired by their heirs, determined by a court decision. Redemption from the personal account takes place in the month in which the beneficiary's or heir's complete claim is received or all the necessary information is available to the Manager.

The redemption of funds from the Member's personal account and the payment of the redemption value shall be made no later than sixty (60) days after receipt of a complete claim from the beneficiaries or heirs as determined by a court decision. No redemption of funds will take place until a complete application has been received.

If a Member dies and a premium has already been paid in the month in which their death occurs, this premium will normally be converted and thus added to the redemption value.

Beneficiaries or heirs established by a court decision must provide the Manager with proof of their identity and information for the purpose of accounting for levies.

### **27. Article: Payment of the Redemption Value of Asset Units in the Case of Extraordinary Termination**

In accordance with the Act, a Member becomes entitled to the redemption value of the asset units paid by the employer up to 31/12/2012, in the case of an extraordinary termination before the right to a compulsory insurance pension is exercised. The Member acquires the right when they have been included in the collective pension insurance for at least 10 years.

For assets paid by a Member, there is no restriction under applicable legislation on the payment of the redemption value of the asset units in the case of extraordinary termination.

In the event of withdrawal or cancellation of the insurance, the redemption value of the asset units will be paid within sixty (60) days of receipt of a complete statement or notice to the Member, provided that all conditions and the law are met. The provider may also pay the redemption value of the asset units before the expiry of the deadline for the payment of the redemption value of the asset units.

In cases of error on the part of employer or Member or other exceptional and one-off circumstances, the Manager may redeem and repay asset units already converted. This can occur in the following cases: errors in the information provided by the employer, errors in premium payment.

## **28. Article: Extraordinary Termination of Insurance by Cessation of Operation of the Pension Fund**

In addition, the extraordinary termination of the insurance occurs in accordance with the law, when LEON 2 ceases to operate.

## **7. REDEMPTION VALUE**

### **29. Article: Calculation of the Redemption Value**

The redemption value of the asset units registered in the Member's personal account is the product of the AUV valid of the valuation day of the period in which the complete claim is received and the number of asset units registered in the Member's personal account, less exit charges, if they can be charged. On termination, the Member will be entitled to the redemption value according to the balance on their personal account. Levies under applicable tax legislation are also deducted from the redemption value of asset units.

This is further specified in the Umbrella Pension Fund Policy governing the operations of LEON 2 and the Sub-Funds in accordance with the LEON 2K PP.

### **30. Article: Termination of the Right to a Pro-Rata Share of the Umbrella Pension Fund LEON 2**

Once the full value of the asset units registered in the Member's personal account has been redeemed, the Member's right to a pro-rata share of the assets of LEON 2 or its Sub-Funds will cease and the Member's personal account will be closed.

## **8. TRANSFER OF ASSETS**

### **31. Article: Transfer of Assets between Pension Plans and Sub-Funds of an Umbrella Pension Fund**

A Member may transfer funds to a pension fund managed by another Manager under an approved pension plan only if the Member's employment with the employer through which he is covered by the collective insurance scheme ends or if the employer through which he is covered by the collective insurance scheme also concludes a contract with another pension fund Manager for the financing of the collective insurance pension plan.

A transfer of assets equal to the redemption value of the assets will be made upon a written request for a transfer of assets within a maximum period of sixty (60) days from the valuation date according to the balance referred to in the first paragraph of Article 29 of this plan.

The transfer of assets between a collective insurance pension plan and an individual insurance pension plan is not permitted by law.

A Member of a pension fund may transfer assets from one Sub-Fund of an umbrella pension fund to another Sub-Fund of that umbrella pension fund in accordance with the Member's life-cycle investment policy.

## **9. PREMIUM CONTRIBUTION HOLIDAY**

### **32. Article: Insurance Contribution Holiday Contract**

The employer and the Manager may agree that the employer shall temporarily suspend the payment of premiums under this pension plan (insurance contribution holiday).

The insurance contribution holiday can be agreed in:

- cases of revenue shortfalls,

- other cases, under the conditions for the establishment of suspension laid down in the pension plan arrangement contract, the Collective Agreement or any other agreement between the employer and the Manager.

### **33. Article: Commencement and End of Insurance Contribution Holiday**

The insurance contribution holiday will lapse on the first day of the month following the month in which the Manager receives the request for suspension with all the necessary content. The insurance contribution holiday lasts until the end of the agreed period or until the resumption of premium payment. In none of these cases will additional charges be charged.

## **10. NOTIFICATION**

### **34. Article: Principles of Information and General Rules on Notification**

In relation to the operation of LEON 2, the Manager will provide employers and members with information that is:

1. regularly updated;
2. clear, concise and understandable;
3. not misleading, ensuring consistent use of vocabulary and content;
4. stated in an easily legible format;
5. available in the Slovenian language, and
6. provided to persons eligible to join the pension plan (hereinafter referred to as: potential Member), members and beneficiaries of the supplementary pension free of charge, by electronic means, including via a durable medium, a website or in printed form.

The Manager will ensure that the information, the transmission through electronic means, including via a durable media and the use of websites to potential members, members and beneficiaries of the supplementary pension is carried out in accordance with the principles and in the manner prescribed by applicable legislation in force from to time.

The means of communication as defined in item 6 of the first paragraph of this Article shall be used for the purpose of making declarations of intent, exchanging information and informing each other in relation to supplementary pension insurance (hereinafter referred to as: notification).

Regular notifications, on-demand notifications, issuance of certificates, etc. may also be made through the Manager's electronic system in the form of access to a personal portal where notifications and certificates are made available to be inspected or can be downloaded by the recipient to their own medium.

Irrespective of the preceding paragraph, communication which produces effects of a substantive nature in relation to supplementary pension insurance (e.g. pension plan financing contract, etc.) will be subject to communication with originals of documents sent by ordinary mail, but also with originals of documents, converted into electronic form (scanogram) and sent by e-mail.

In the case that service of the notice by ordinary mail on the Member or employer was not possible, it shall be deemed to have been received by the Member or employer on the day of the first attempt at service and to be notified on the first following working day.

The provision of information and notices by electronic means will be deemed appropriate if it can be demonstrated that the Member has permanent access to the internet, and it will be considered as proof if the Member provided the pension fund manager with an e-mail address for said operation.

If the notification is made by electronic mail, the recipient will be deemed to have been informed of the declaration of intent, information or notice contained in the e-mail on the first working day following the day on which the e-mail was sent to the recipient's last notified e-mail address. Service to the Manager by electronic means can only be considered if the Manager is sure of the identity of the sender. The Manager is considered to be sure of the identity of the sender if the notification is sent from the address last communicated by the Member to

the Manager. In case of doubt as to the authenticity of a document, the Manager may require the document to be authenticated by a handwritten signature or by other means.

Documents in physical or electronic form (statements, requests, agreements, etc.) will, as a general rule, be completed and transmitted to the Manager on forms designed and issued by the Manager.

The Member may withdraw from being informed by the Manager using electronic means, including via a durable medium, or through the website.

### **35. Article: Regular Reporting**

No later than 31 January of the current year, the Manager will issue the Member with a supplementary pension insurance rights certificate each year, based on the balance as at 31 December of the previous year, including the balance of the Member's personal account and details of all contributions made to the umbrella pension fund or its Sub-Fund during the previous year. The certificate also contains all the legally required information for the Member.

An individual certificate of the balance in the Member's personal account and the statement of all contributions for the year is the document evidencing the exercise of supplementary pension insurance rights.

### **36. Article: Other Regular Reporting to Members**

The Manager will, by 30 June of the current year at the latest, provide the Member with access to the summary of the audited annual report of the pension fund for the previous financial year and the possibility and place of access to it. In addition, they will be notified about any modifications of the management rules of the pension fund during the last year, as well as about any modifications of the pension plan and the reasons for these modifications. The Manager will inform the Member of the possibility of accessing the summary of the audited annual report at the same time as the supplementary pension insurance rights certificate referred to in the preceding Article.

### **37. Article: Notification of Members upon Request**

The Manager will provide information free of charge to the Member upon request within 15 days:

- on the rights in the case of termination of employment with the employer financing the pension plan, and the possibilities to transfer the assets to another pension plan;
- on the rights arising from the insurance and the possibilities of payment upon regular termination of the insurance;
- on the rights to transfer funds between pension funds or Sub-Funds of the same or different managers;
- and the reports and the obligation of submission of which is stipulated by law.

The Manager will, on request, provide the Member with information on the assumptions used in drafting the projection of pension benefits based on the statutory retirement age in accordance with the provisions of the Act or a retirement age specified by the Member.

### **38. Article: Consent to the Processing of Personal Data**

The Member authorises the Member to collect, store and use their personal data for the purposes of the implementation of the supplementary pension fund under LEON 2K PP in accordance with the law governing the protection of personal data and other legislation.

The Manager has prepared comprehensive "Information on the processing of personal data", which is available to members at [www.generalisi.si/vop](http://www.generalisi.si/vop). Information on the processing of personal data may also be provided in writing if a member requests it via the toll-free telephone number **080 70 77** or by contacting an authorised representative of the Manager.

## **11. FINAL PROVISIONS**

### **39. Article: Supervision**

The Insurance Supervision Agency, Trg republike 3, Ljubljana, is responsible for the supervision of the Manager, while the Securities Market Agency, Poljanski nasip 6, Ljubljana, is

responsible for the supervision of the management and operations of LEON 2.

### **40. Article: Settlement of Disputes**

If members are not satisfied with the service provided by the Insurance Company, they inform the insurance company immediately, but no later than within 15 days of receiving a written decision from the insurance company. In order to resolve complaints, the Insurance Company has an out-of-court dispute resolution scheme in place and strives to resolve any disagreements amicably. The Insurance Company will confirm the receipt of the complaint in writing no later than 8 days from the receipt. The Appeals Board of the Insurance Company will consider the appeal in accordance with the internal rules and reply to the Member in writing within 30 days at the latest. The decision of the Appeals Board is final, and it is not possible to file any further proceedings with the Insurance Company. If members are not satisfied with the answer or decision of the Insurance Company's Appeals Board, they, as consumers, also have the right to initiate mediation proceedings before the selected provider of out-of-court settlement of consumer disputes – the Mediation Centre of the Slovenian Insurance Association, Železna cesta 14, 1000 Ljubljana, Telephone: +386 1 300 93 81, email address: [irps@zav-zdruzenje.si](mailto:irps@zav-zdruzenje.si), web address: [www.zav-zdruzenje.si](http://www.zav-zdruzenje.si).

More information on the appeal proceedings is available at [www.generalisi.si/pritozbeni-postopki](http://www.generalisi.si/pritozbeni-postopki) or via telephone on **080 70 77**. Slovenian law applies to insurance contractual relationships. The report on the solvency and financial position of the Insurance Company is available at [www.generalisi.si](http://www.generalisi.si).

### **41. Article: Adoption and Entry into Force of the Pension Plan**

The pension plan was adopted by the Management Board of the Manager on 02/02/2015 and approved by the Minister of Labour, Family, Social Affairs and Equal Opportunities by Decision No. 1032-11/2014-9 of 16/01/2015.

The amendments to the pension plan were adopted by the Management Board of the Manager on 25/11/2020, and approved by the Minister of Labour, Family, Social Affairs and Equal Opportunities by Decision No. 1033-12/2020-9 of 05/02/2021 and shall apply together with the amendments to the Management Rules of the LEON 2 Umbrella Pension Fund as from 01/07/2021.

### **42. Article: Amendments and Supplements to the Pension Plan**

Amendments and supplements to this pension plan shall be made mutatis mutandis in accordance with the same procedure as that followed in the case of the adoption and entry into force of this pension plan.

This pension plan is harmonised with the rules governing supplementary pension insurance and its tax treatment.

If required by law, in the case of its amendment or supplementing the provisions of the law that would substantively interfere with this pension plan or the tax arrangement of supplementary pension insurance, they may be applied directly.

LEON 2 Manager:

GENERALI zavarovalnica d.d.

**Vanja Hrovat**

Chairwoman of the Management Board

**Mitja Feri**

Member of the Management Board