Finax

Information on changing the provider and portability of the Pan-European Personal Pension Product (PEPP)

1. Change of PEPP provider

1.1. Finax, o.c.p., a.s., with its registered office at Bajkalská 19/B, Bratislava – city district Ružinov 821 01, Company ID No.: 51306727, registered in the Commercial Register of the District Court Bratislava I, Section Sa, Insert No. 6713/B (hereinafter referred to as "Finax"), hereby informs PEPP savers about the possibility of changing the provider in accordance with Article 56 of Regulation (EU) 2019/1238 of the European Parliament and of the Council of June 20th, 2019 on the Pan-European Personal Pension Product (hereinafter referred to as the "PEPP Regulation").

1.2. A PEPP saver may transfer their investments to another PEPP provider authorised under the PEPP Regulation. A PEPP saver may request a change of PEPP provider established in the same Member State (domestic change) or in another Member State (cross-border change). A PEPP saver may exercise the right to change the provider during both the saving phase and the payout phase of the PEPP, unless the PEPP Regulation provides otherwise.

1.3. A PEPP saver has the right to change the PEPP provider after at least 5 years have elapsed since concluding the contract with the current PEPP provider or since the last change of provider. The minimum period does not apply if the client wishes to open a sub-account in the country to which they have moved and in which the current PEPP provider does not offer the service.

1.4. PEPP providers offer the provider change service at the request of the PEPP saver by transferring the relevant amounts (or non-cash assets, if such a transfer is possible) from the PEPP account held with the transferring PEPP provider to the new PEPP account with the same sub-accounts opened with the receiving PEPP provider, while the original PEPP account is closed. If the PEPP saver requests the transfer of non-cash assets, such transfer is only possible if both the receiving and the transferring provider offer a portfolio management service, and the consent of the receiving PEPP provider is required for such transfer; such a transfer may be subject to a fee charged by the transferring provider.

1.5. For the purpose of changing the provider, the PEPP saver fills in a request form in which they:

a) provide explicit consent to the transferring PEPP provider to perform each of the tasks listed in Article 2 point A below and provide explicit consent to the receiving PEPP provider to perform each of the tasks listed in Article 2 point B below,

b) b) in agreement with the receiving PEPP provider, determine the date from which payments are to be made to the PEPP account opened with the receiving PEPP provider. This date must be at least two weeks after the day on which the receiving PEPP provider received the documents submitted by the transferring provider under the point in Article 2 point A below.

The application is submitted to the receiving PEPP provider.

2. Tasks of the transferring and receiving PEPP provider at the individual steps of the PEPP provider change procedure and the time frame for carrying out the relevant steps

2.1 Within five working days after receiving the request for a provider change, the receiving PEPP provider shall request the transferring PEPP provider to perform the tasks listed in point A.

A. Tasks of the transferring PEPP provider

After receiving the request from the receiving PEPP provider, the transferring PEPP provider shall:

a) within five working days send the PEPP saver and the receiving PEPP provider a PEPP benefit statement for the period from the date of preparation of the last PEPP benefit statement to the date of submission of the application,

b) within five working days send the receiving PEPP provider a list of existing assets to be transferred in the case of a transfer of non-cash assets (if permitted),

c) with effect from the date specified by the PEPP saver in the application pursuant to paragraph 1.5(b), stop accepting contributions credited to the PEPP account,

d) on the day specified by the PEPP saver in the application, transfer the relevant amounts, or where appropriate the non-cash assets, from the PEPP account to the new PEPP account opened with the receiving PEPP provider,

e) close the PEPP account on the date specified by the PEPP saver, provided that the PEPP saver has no outstanding liabilities. The transferring PEPP provider shall immediately inform the PEPP saver if such outstanding liabilities prevent the closure of the PEPP saver's account.

B. Tasks of the receiving PEPP provider

In line with the application and to the extent that the information provided by the transferring PEPP provider or the PEPP saver allows the receiving PEPP provider to proceed in this way, the receiving PEPP provider shall take all necessary preparatory steps to receive incoming contributions and shall receive them with effect from the date specified by the PEPP saver in the application.

3. Information about any possible transfer of non-cash assets

3.1. A PEPP saver may transfer their non-cash assets only between PEPP providers that offer a portfolio management service, where the transfer is technically possible and the receiving PEPP provider has also given written consent to the transfer of the non-cash assets. In all other cases, only the transfer of the relevant amounts is possible.

4. Fees and costs payable for the PEPP provider change procedure

4.1. If the PEPP saver transfers only cash to another PEPP provider, the provider change is not charged by Finax. If securities are transferred to an account with another PEPP provider, Finax will charge a fee of 0.5% of the value of the assets being transferred. The receiving PEPP provider may charge only the actual administrative and transaction costs for the provider change service.

5. Possible consequences of changing the PEPP provider, in particular with regard to capital protection or guarantees, and other information related to the PEPP provider change service

5.1. The PEPP saver bears all risks of financial losses associated with the realisation of assets held in the PEPP account for the purpose of their transfer from the transferring PEPP provider to the receiving PEPP provider. At the time of the provider change, the transferring PEPP provider is not bound by any obligation to ensure capital protection or to provide a guarantee. Compensation for damage in the event of a breach of the PEPP provider's obligations during the change process is not affected.

6. Portability of the PEPP

6.1. The PEPP Regulation allows that, if a PEPP saver changes their residence to another Member State, they may continue to use the services of their PEPP provider and have the right to continue contributing to the existing PEPP account even after changing residence to another Member State.

6.2. If the PEPP provider allows the opening of a sub-account for the Member State to which the PEPP saver has moved, they may open a sub-account for that country. Such a sub-account meets the saving and payout phase conditions laid down by the national legislation of the relevant Member State. After the sub-account is opened, new contributions will be credited to this sub-account.

6.3. If the Client intends to use the option of opening a sub-account, they shall inform Finax of the following information:

a) the Member State of the new residence;
b) the date from which contributions are redirected to the new sub-account;
c) all relevant information on further conditions for the PEPP.

For the purpose of opening a sub-account, Finax and the Client shall subsequently conclude the relevant amendment governing the opening of the new sub-account.

6.4. If Finax does not offer the opening of a sub-account for the Member State of the European Union to which the Client moves, the Client may request a change of PEPP provider free of charge and regardless of the duration of the contract with Finax, or may continue saving in the last opened sub-account.