

# GENERAL TERMS AND CONDITIONS OF THE ACA

## BROKER WITH EXTENDED DELEGATION OF DUTIES

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### **The Broker**

The Broker is an independent insurance intermediary within the meaning of Articles 40 of the Swiss Insurance Supervision Act (LSA) and 182a of the Swiss Ordinance on the Supervision of Private Insurance Companies (OS).

The Broker has the necessary authorisation to perform its services as an independent intermediary, according to Swiss legislation on the supervision of insurance companies (LSA).

### **Scope**

The Principal entrusts the Broker with the management of its insurance portfolio through an insurance advisory and management agreement and a power of attorney. The provisions set forth below form an integral part of the aforementioned agreement and may only be amended or supplemented by a document signed by both contracting parties, not involving the ACA.

### **Broker Services**

The Broker is authorised to negotiate with the insurance companies on behalf of the Principal, to conclude, modify, renew and cancel its contracts as mentioned in the insurance advisory and management agreement, to place its insurance and to manage same.

The Broker undertakes to advise the Principal and to manage all its insurance included in the insurance advisory and management agreement. Its tasks will include risk analysis, the search for appropriate cover, the representation of the Principal in the processes related to the subscription, portfolio management and the resulting adjustment proposals, claims management, regular analysis of the Principal's situation and its relationship with insurance companies, the termination of contracts and the settlement of the consequences thereof, as well as informing the Principal about any significant changes in the legal and regulatory framework covering the insurance activity.

The Principal, meanwhile, undertakes to send the Broker all the necessary information and documents concerning the insurance portfolio entrusted and to inform it without delay of all facts that may modify the assessment of the risks to be insured. Failing this, the Broker cannot be held responsible for any gaps in cover.

Portfolio analyses and advice from the Broker are deemed to have been received and accepted by the Principal, unless otherwise stated in writing.

### **Activity Abroad**

If necessary, the Broker is authorised to carry out the tasks defined in the insurance advisory and management agreement and its appendices outside Switzerland.

### **Remuneration**

The Broker receives remuneration from insurance companies or other third parties. The Broker's tariff makes it possible to estimate the remuneration to be received from insurance companies or other third parties. Upon request, the Broker communicates to the Principal the amounts actually received. If the Principal requests the reimbursement of these, the Broker charges the Principal fees according to the Broker's tariff.

If the mandate so provides, the Broker may receive payment from the Principal for its services. The Broker may nevertheless accept remuneration from insurance companies or other third parties under the conditions provided for in paragraph 2 of Article 45b of the LSA.

### **Collaboration with Insurance Companies**

The Broker has entered into collaboration agreements with the main insurance companies with the approval of the supervisory authority in Switzerland.

The Principal pays its insurance premiums directly to the insurance companies and receives any reimbursements and compensation directly from them. The Principal releases the Broker from this activity.

### **Financial Guarantees**

The Broker has the financial guarantees defined in Article 189 of the Swiss Ordinance on the Supervision of Private Insurance Companies (OS), namely civil liability insurance to cover material damage resulting from a violation of its obligation of professional due diligence.

### **Data Protection**

The Broker undertakes to comply with the legal provisions in force relating to data protection, in particular the Swiss Federal Act on Data Protection (FADP) of 25 September 2020.

The duty of information forming part of the ACA's insurance advisory and management agreement specifies the rights and obligations of the Principal and Broker.

### **Applicable Law and Jurisdiction**

The ACA's insurance advisory and management agreement is subject to Swiss law. The jurisdiction is that covering the legal domicile of the Broker.

## BROKER'S TARIFF

If the Broker advises the client and manages its insurance contracts in accordance with the general terms and conditions of the ACA, it receives remuneration from insurance companies or other third parties that the Principal can estimate on the basis of the table below. Upon request, the Broker communicates to the Principal the amounts actually received.

*(The table below is to be completed and adapted for each customer).*

Branch		Minimum Annual Remuneration by Contract	Annual Remuneration for Advice and Management as a % of the Total Premium	
Group life	as a % of the savings, risk and expense premium	CHF 300	2%	Average rate
Individual life		-	-	Information when submitting the offer
Individual illness		-	-	
Group illness – loss of earnings		CHF 200	7.5%	Average rate
International illness/accident		CHF 100	15%	Average rate
Accident LAA [Swiss Federal Act on Accident Insurance]		CHF 200	5%	Maximum rate
Individual accident		CHF 100	15%	Average rate
Other accidents		CHF 100	15%	Average rate
Additional accident LAA		CHF 200	15%	Average rate
Civil liability		CHF 100	15%	Average rate
Property insurance		CHF 100	15%	Average rate
Technical insurance		CHF 100	15%	Average rate
Transport insurance		CHF 100	15%	Average rate
Guarantees		CHF 100	15%	Average rate
Vehicles (civil liability, accidental damage, occupants, etc.)		CHF 100	10%	Average rate

If the Principal requests the reimbursement of remuneration received by insurance companies or other third parties, the Broker charges the Principal fees according to the tariff above.

*(The clause below is to be indicated only in case of hourly remuneration agreed with the principal in addition to the remunerations from insurance companies or other third parties.)*

In compliance with the provisions provided for in paragraph 2 of Article 45b of the LSA, the Broker may agree with its principal on an hourly remuneration.

By signing, the principal confirms:

1. to be informed of the remunerations paid by insurance companies or other third parties, and
2. to waive the right to have these remunerations remitted to them.

The agreed hourly remuneration is based on the following rate:

- Advice and expert assessments CHF 300.-- (hour)
- Secretariat and administration CHF 150.-- (hour)
- Travel expenses (minimum 1 hour) CHF 150.-- (hour)

The provision by the Broker of computer applications and work equipment is invoiced separately to the client according to a particular agreement or prior agreement.

Executed in \_\_\_\_\_, on ...

Signature: