

# GENERAL TERMS AND CONDITIONS OF THE ACA (ASSOCIATION OF INSURANCE BROKERS)

#### The Broker

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

The broker holds the necessary authorization to provide services as an independent intermediary with respect to insurance companies, in accordance with Swiss insurance supervision legislation (ISA).

## **Scope of Application**

The principal entrusts the broker with the management of their insurance portfolio under a consulting and insurance management mandate. The provisions set out below are an integral part of the aforementioned mandate and may only be modified or supplemented by a document signed by both contracting parties, not involving the ACA.

#### **Broker's Services**

The broker is authorized to negotiate with insurance companies on behalf of the principal as specified in the consulting and insurance management mandate, to place insurance policies, and to manage them.

The broker undertakes to advise the principal and manage all insurance policies included in the consulting and insurance management mandate. Tasks include, in particular: risk analysis, identifying appropriate coverage, representing the principal in matters relating to underwriting, portfolio management, proposing necessary adjustments, claims management and processing, regular analysis of the principal's situation and their relationship with insurance companies, contract termination and handling the resulting consequences, as well as informing the principal of important changes in the legal and regulatory framework governing insurance activities.

The principal undertakes to provide the broker with all necessary information and documents regarding the entrusted insurance portfolio and to promptly inform the broker of any facts that could alter the assessment of insurable risks. Failing this, the broker cannot be held responsible for potential coverage gaps.

Portfolio analyses and advice provided by the broker are deemed received and accepted by the principal unless otherwise stated in writing.

#### **Activity Abroad**

If necessary, the broker is authorized to perform the tasks defined in the consulting and insurance management agreement and its annexes outside Switzerland.

# Remuneration

The broker receives remuneration from insurance companies or other third parties. The broker's fee schedule allows an estimate of the remuneration expected from insurance companies or other third parties. Upon request, the broker will provide the principal with the actual amounts received. If the principal requests reimbursement of these amounts, the broker will charge fees to the principal according to the broker's tariff.

If the mandate provides for it, the broker may receive compensation from the principal for their services. The broker may still accept remuneration from insurance companies or other third parties under the conditions set out in paragraph 2 of Article 45b of the ISA.

#### **Collaboration with Insurance Companies**

The broker has entered into cooperation agreements with the main insurance companies authorized by the Swiss supervisory authority. The principal pays insurance premiums directly to the insurance companies and receives any reimbursements or indemnities 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 Ordinance on the Supervision of Insurance Companies (OS), namely professional liability insurance covering material damages arising from a breach of their duty of professional care.

# **Data Protection**

The broker undertakes to comply with the applicable legal provisions on data protection, particularly the Federal Act on Data Protection (FADP) of 25 September 2020.

The information duties included in the ACA consulting and insurance management agreement specify the rights and obligations of the principal and the broker.

# **Applicable Law and Jurisdiction**

The ACA consulting and insurance management agreement is governed by Swiss law. The legal venue is the broker's registered office.



# REMUNERATION CONDITIONS OF THE ALTO GROUP

If the broker advises the client and manages their insurance contracts in accordance with the ACA general terms and conditions, they receive remuneration from insurance companies or other third parties, which the principal can estimate based on the table below. Upon request, the broker provides the principal with the actual amounts received.

Branches	Annualized Rates
Life and Personal Insurance:	
LAAO (mandatory)	3 to 5%
Individual and collective accident + LAAC (supplementary)	15.0%
Collective health	7.5%
LPP (occupational pension)	2 to 3.8% on risk premium only
Individual life / Individual health	Information provided at the time of offer submission
Property, Asset, Transport, Legal Protection Insurance:	
All branches	15.0%
Motor Vehicles / Boats:	
Civil liability	4 to 9%
Partial casco, gross negligence, legal protection	8.5 to 15%
Occupants' accident	8.5 to 15%
Full casco	8.5 to 12%
Construction Guarantee / Bonds:	
All branches	5 to 15%
Aviation :	
All branches	5 to 15%

If the principal requests reimbursement of the remuneration that the broker has received from insurance companies or other third parties, the broker invoices the principal according to the remuneration conditions below.

In compliance with the provisions of paragraph 2 of Article 45b of the ISA, the broker agrees with the principal on an hourly remuneration.



# The principal confirms:

- 1. To be informed of the remuneration paid by insurance companies or other third parties, and
- 2. To waive the right to have such remuneration paid to them.

# Agreed Hourly Remuneration:

· Advice and expertise

Secretariat and administration

• Travel expenses (minimum 1 hour)

CHF 300.00 (per hour)

CHF 150.00 (per hour)

CHF 150.00 (per hour)

Provision of IT applications and work equipment by the broker is invoiced separately to the client according to a specific agreement or prior arrangement.



# **INFORMATION DUTY**

# ACCORDING TO ARTICLE 45 OF THE INSURANCE SUPERVISION ACT (ISA) AS OF 1 JANUARY 2024

In accordance with the legal provisions of the ISA, we must inform our principals, according to the information duty imposed on independent insurance intermediaries, as follows:

# The Independent Intermediary (Art. 40 ISA)

Alto Groupe SA is an independent insurance broker registered in the register of independent intermediaries of the Swiss Financial Market Supervisory Authority under no. FINMA F-01183501, hereinafter referred to as the intermediary. The intermediary maintains a loyalty relationship with its principals (policyholders) and acts in their interest. The intermediary's registered office is located at Route de la Gare 36, Auvernier/NE, Switzerland.

## The Advisors

The following advisors work for Alto Groupe SA:
Thierry Heiniger, residing in Cortaillod (FINMA F01183502)
Sébastien Bongard, residing in Gorgier (FINMA F01361852)
Laurent Claude, residing in Cudrefin (FINMA F01364040)
Anthony Kurth, residing in Hauterive (FINMA F01339255)
Emanuel Fundoni, residing in Auvernier (FINMA F01322362)
Patrick Clémence, residing in Bevaix (FINMA F01101273)
Raphaël Choffat, residing in Neuchâtel (FINMA F01183836)
Frédéric Morillo, residing in Courgenay (FINMA F01203097)
Alain Cassard, residing in Auvernier (FINMA F01267524)
Joaquim Passos, residing in Bôle (FINMA F01214724)
Ruben Carrasco, residing in Rolle (FINMA F01091133)
Ben Girard, residing in Posieux (FINMA F01363392)
Tom Quellet, residing in Neuchâtel (FINMA F01300161)

The advisors possess the necessary skills and knowledge to perform their duties and are subject to initial and ongoing training in accordance with Article 43 ISA.

# Liability (Art. 45 ISA)

The intermediary assumes liability in the event of fault, negligence, or incorrect information provided by its advisors.

# Prevention of Conflicts of Interest (Art. 45a ISA)

The intermediary takes all measures to prevent conflicts of interest during intermediation and undertakes to inform the principal if, despite all measures taken, a disadvantage would result for them.

# **Insurance Coverages Offered**

The intermediary may offer insurance coverage in all branches to its principals. For qualified life insurance advice, notably life insurance in which the principal bears a risk of loss in a savings process, the intermediary informs the principal in accordance with Articles 39a to 39k ISA.

# Disclosure of Remuneration (Art. 45b ISA)

The intermediary receives remuneration from insurance companies or other third parties. If the mandate provides for fee billing, the intermediary may still accept remuneration from insurance companies or other third parties under the conditions provided in paragraph 2 of Article 45b ISA. The broker's fee schedule allows an estimate of the remuneration expected from insurance companies or other third parties. Upon request, the intermediary provides the actual amounts received. Data Protection The intermediary strives to protect the integrity of its principals' digital data. Security measures include external intrusion prevention, file restoration, control and blocking of misuse, and prevention of falsification. Its IT systems encompass all installed hardware, software, and telecom resources. This infrastructure allows the classification of information systems (databases) according to strict and methodical rules. Information processing is carried out within the intermediary's premises, accessible exclusively by its employees, and stored in Switzerland. Only persons authorized by the intermediary or expressly permitted may use principals' personal data for professional purposes only. Employees actively contribute to IT system security through training and conduct. The principal is responsible for maintaining a copy of all data transmitted to the intermediary. The intermediary is legitimately authorized to request updates to principals' personal information to ensure its relevance and accuracy for intended purposes. Insurers and pension institutions may request information from the intermediary or expertise from external specialists (doctors, engineers, business economists, etc.) to determine benefits owed. The intermediary, insurers, and pension institutions are all considered data controllers under Art. 5(j) FADP and must comply with data protection provisions and, for occupational pensions, confidentiality obligations under the Swiss Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans (LPP). The intermediary cannot be held responsible for the processing of information transmitted to insurers or pension institutions, or expert opinions. If transmission of the principal's personal data abroad is necessary under a consulting and insurance management agreement, the intermediary may transmit such data in compliance with the Federal Act on Data Protection (FADP) of 25 September 2020. The principal is informed of an automated data retention process to comply with legal record-keeping obligations and ensure the continuity of the intermediary's business. An up-to-date version of the information duty is available on the intermediary's website.