

GENERAL TERMS AND CONDITIONS (GTC) FOR THE PROVISION OF SERVICES AS AN INSURANCE BROKER

Edition 06/2024

1. A+R - YOUR INSURANCE BROKER

Arbenz RVT AG Frauenfeld (registered insurance broker under no. F01059645) and Arbenz RVT AG SG (registered insurance broker under no. F01041923) are independent insurance brokers for all classes of insurance under the group brand A+R in accordance with Art. 40 para. 2 VAG. A+R holds a fiduciary relationship with the client and acts in the client's interests.

2. SCOPE OF APPLICATION AND AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

These GTC are an integral part of the insurance broker mandate and insurance broker contract signed by the client. By signing these documents, the client confirms that they have taken note of and understood the GTC.

A+R reserves the right to amend the GTC at any time. The client will be informed in an appropriate manner. If no written objection is received within 30 days of notification, the amendments shall be deemed to have been approved. The currently valid version of the GTC can be viewed on the A+R website at www.aplusr.ch/en/legal.

3. CONTENT OF THE INSURANCE BROKER MANDATE

By awarding the insurance broker mandate to A+R, A+R assumes the management of all insurance contracts or - if specifically agreed - individually named insurance policies of the client. By accepting the broker mandate, A+R is authorized to provide the following services:

Analysis of existing insurance contracts; comparison of existing insurance cover with the client's actual risk profile; implementation of an insurance concept tailored to the client's risk requirements in consultation with the client; orientation and advice to the client with regards to trends and developments in the insurance market; management of insurance contracts (ongoing administration and support); obtaining insurance quotes; obtaining all information and documents required to fulfil the mandate; support in the event of claims and benefits.

Special agreements with the client can be set out in writing in the insurance broker contract. These take precedence over the GTC.

Information and recommendations for action by A+R are based on its broad and long-standing experience as an insurance broker. Notwithstanding this, the involvement of a lawyer, financial or tax expert may be recommended or even unavoidable in certain circumstances for specific issues.

4. COOPERATION WITH INSURANCE BROKERS ABROAD

Insofar as policies abroad or an international insurance program are necessary to implement the client's insurance requirements, A+R is authorized to work with foreign broker partners and to exchange data with them within the framework of the applicable legislation.

5. COMPENSATION

A+R shall be remunerated for the provision of services in accordance with sections 3 and 4 with a brokerage fee, which is a standard in the industry and shall be paid directly to A+R by the insurers.

The brokerage fee is calculated as a percentage of the insurance premiums paid by the client. It is included in the premiums invoiced by the insurer. The brokerage fee for occupational pensions insurance is between 6% and 12% of the risk and cost premium, depending on the employee benefits institution, which amounts to up to 2% of the total premium. For collective daily sickness benefits insurance, between 5 and 10% of the net premium is compensated, for accident insurance between 3 and 5% and for supplementary accident insurance up to 15%. Property insurance (natural hazards, liability, motor vehicle, legal protection, property, special lines, transport and technical insurance) is compensated at a rate of 8% to 18%. In the case of private life insurance policies, the compensation amounts to between 2 and 4 % of the production sum (annual premium multiplied by the number of contract years).

The client agrees to the payment of brokerage fees by the insurers to A+R and waives the right to reclaim such brokerage payments from A+R. Compensation agreements deviating from the standard brokerage model, which the contracting parties have regulated in a separate agreement, remain reserved.

Additional services (in addition to sections 3. and 4.) that A+R provides in consultation with and at the explicit request of the client shall be invoiced to the client at the agreed hourly rate. A+R reserves the right to adjust the hourly rate with corresponding advance notice.

Revenues pertaining to brokerage fees from the activity as an insurance broker (see section 3.) are exempt from value added tax (Art. 21 section 18 MWSTG). In the event of any policy change of the Swiss Federal Tax Administration in this regard, A+R explicitly reserves the right to claim additional VAT from the client.

6. COOPERATION WITH INSURERS

A+R has cooperation agreements with all major insurers registered in Switzerland and the Principality of Liechtenstein (including health insurance companies and pension funds, but is not legally, economically or otherwise bound to any insurance company in particular within the meaning of the relevant insurance supervision legislation.

A+R manages the client's insurance contracts in agreement with the relevant insurers and in this respect also provides services that reduce the workload of the respective insurer. Claims handling and claims settlement are carried out by the respective insurer. A+R accompanies this process and, if necessary, intervenes directly with the insurers to represent the client's interests. Premiums are collected directly by the insurer. If, at the client's request, A+R takes over the processing of claims and benefits and/or the collection of premiums, this is regulated in a separate agreement.

7 LIABILITIES

A+R and its employees shall fulfil their duties conscientiously and with the greatest possible care. A+R shall only be liable for errors, negligence or incorrect information if any breaches of duty are attributable to grossly negligent or intentionally damaging behavior.

Risikomanagement + Personalsvorsorge

Liability for slight negligence is expressly excluded.

A+R has the financial security prescribed by the competent supervisory authority in Art. 189 AVO in the form of professional liability insurance to cover damages that could result from a breach of its duty of care.

8. DATA PROTECTION / DATA SECURITY / CONFIDENTIALITY

All data (including particularly sensitive personal data such as health data) provided by the client and/or third parties (e.g. insurance companies, health insurance funds, occupational benefit schemes, IT or other service providers, contractual partners, group companies, other persons or bodies involved, etc.) shall be treated confidentially by A+R. The data is used and processed in compliance with Swiss data protection law (DSG) and is limited to the purpose of exercising and fulfilling the insurance broker mandate and, in anonymized form, to improve A+R's service. To the extent necessary for the performance and fulfilment of the insurance broker mandate, the client consents to the exchange of data between third parties and A+R.

A+R shall take appropriate technical and organizational measures to store its clients' data securely and to grant access only to authorized persons of the organization in the course of their activities. Client data is stored exclusively in Switzerland. Personal data is stored for as long as it is required for the fulfilment of A+R's contractual and legal obligations. Clients have the right to information about their data stored and processed by A+R.

For its part, the client confirms to A+R that only lawfully obtained personal data will be passed on to A+R and that it has informed the persons concerned about the provision of data or data delivery to A+R and/or third parties and that the persons have consented to the transfer of data to A+R and/or third parties.

Where data transfer abroad is necessary in the interests of the client for the proper fulfilment of the brokerage service, the client consents to the transfer of its data abroad. The client consents to the processing of data by means of Internet applications offered by insurers. These web interfaces serve to facilitate the simple and efficient exchange of data and information between A+R and the respective insurer.

9. ELECTRONIC COMMUNICATION

The client acknowledges that communication via common electronic media such as e-mail or messaging services may involve a security risk.

General communication is usually unencrypted. It cannot therefore be technically ruled out that unauthorised third parties may gain knowledge of the sender, recipient or transmitted data.

The e-mail transmission of particularly sensitive data (e.g. personal data, health data, etc.) is encrypted by A+R via Secure-Mail. Although Secure Mail is more secure than conventional e-mails, there is still a risk of attacks such as phishing, malware or ransomware. It is the recipient's responsibility to implement suitable protective measures.

A+R enables and supports the use of the online customer portal for the reporting of claims and/or other communications containing sensitive data. Should the client communicate such data to A+R via unencrypted e-mail, any liability on the part of A+R in connection with the above-mentioned risks is explicitly excluded.

10. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

The client is responsible for compliance with the legal and regulatory provisions (including tax laws) applicable to it in each country. He shall comply with the legal and regulatory provisions applicable to him at all times.

11. DURATION OF THE INSURANCE BROKER MANDATE

The insurance broker mandate and the insurance broker agreement enter into force upon signature by both contracting parties. They can be mutually revoked or cancelled at any time.

All rights and obligations of both parties expire upon cancellation of the insurance broker mandate or the insurance broker agreement. However, both parties are still obliged to treat the data received and processed confidentially in accordance with clause 8.

12. APPLICABLE LAW AND PLACE OF JURISDICTION

The insurance broker mandate and the insurance broker contract are subject to Swiss law, to the exclusion of any conflict of laws provisions. The place of jurisdiction is the registered office of A+R.

13. DISCLAIMER

The English version of this information is provided as a service. In case of disagreement in interpretation, the German version will be legally binding.

