



GENERAL CONDITIONS OF THE ACA (ASSOCIATION DES COURTIERS EN ASSURANCES [ASSOCIATION OF INSURANCE BROKERS])

The broker

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

The broker has the necessary authorisation to provide their services as an intermediary that is unaffiliated to insurance companies, in accordance with Swiss legislation on the supervision of insurance companies (LSA).

Field of application

The principal entrusts the broker with the management of their insurance portfolio in return for an insurance advisory and management mandate. The provisions set out below form an integral part of this mandate and may only be amended or supplemented by a document signed by both contracting parties, which does not involve the ACA.

The broker's services

The broker is authorised to negotiate with insurance companies on behalf of the principal, as mentioned in the insurance advisory and management mandate, and to place and manage their insurance policies.

The broker undertakes to advise the principal and to manage all their insurance policies included in the insurance advisory and management mandate. The broker's tasks will include analysing risks, seeking appropriate cover, representing the principal in connection with underwriting, managing the portfolio and making any necessary adjustments, managing and handling claims, regularly analysing the principal's situation and its relations with insurance companies, terminating contracts and resolving the consequences arising from this, and informing the principal of important developments in the legal and regulatory framework governing the insurance business.

The principal undertakes to provide the broker with all necessary information and documents relating to the insurance portfolio entrusted to them, and to inform them without delay of any facts that may affect their assessment of the risks to be insured. Failing this, the broker cannot be held responsible for any gaps in cover.

The broker's portfolio analyses and advice are deemed to have been received and accepted by the principal, unless the principal provides written notice to the contrary.

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 fee schedule makes it possible to estimate the remuneration to be received from insurance companies or other third parties. On request, the broker will inform the principal of the amounts actually received. If the principal requests reimbursement, the broker will charge the principal a fee in accordance with the broker's tariff.

If the mandate so provides, the broker may receive remuneration for their services from the principal. The broker may nevertheless accept remuneration from insurance companies or other third parties under the conditions set out in paragraph 2 of article 45b of the LSA.

Collaboration with insurance companies

The broker has concluded cooperation agreements with the main insurance companies authorised by the Swiss supervisory authority. The principal pays their insurance premiums directly to the insurance companies and receives any reimbursements and compensation directly from them. The principal discharges the broker in respect of this activity.



Financial guarantees

The broker has the ability to provide financial guarantees as defined in article 189 of the Ordinance on the Supervision of Insurance Undertakings (OS), namely civil liability insurance to cover material damage resulting from a breach of their duty of professional diligence.

Data protection

The broker undertakes to comply with the legal provisions in force relating to data protection, in particular the Federal Data Protection Act (DPA [LPD]) of 25 September 2020

The duty of information forms part of the ACA agreement on insurance advice and management setting out the rights and obligations of the principal and of the broker.

Applicable law and place of jurisdiction

The ACA insurance advisory and management agreement is governed by Swiss law. The place of jurisdiction is the legal domicile of the broker.



ALTO GROUP CONDITIONS FOR REMUNERATION

If the broker advises the client and manages their insurance contracts in accordance with the general conditions of the ACA, the broker will receive remuneration from insurance companies or other third parties which the principal can estimate on the basis of the table below. On request, the broker will inform the principal of the amounts actually received.

Sectors		Annualised rates
Personal insurance		
OLAA [Law governing accident insurance] (mandatory)		From 3 to 5%
Individual and collective accident + LAAC (supplementary)		15.0%
Collective sickness cover		7.5%
LPP (occupational pension scheme)		From 2 to 3.8% on the risk premium only
Individual life cover Individual sickness cover		Information provided when the offer is submitted
Property, assets, transport insurance, legal protection:		
All sectors		15.0%
Motor vehicles / boats:		
Civil liability		From 4 to 9%
Partial CASCO cover, gross negligence, legal protection		From 8.5 to 15%
Accidents involving occupants		From 8.5 to 15%
Full CASCO		From 8.5 to 12%
Construction warranties / deposits:		
All sectors		From 5 to 15%
Aviation:		
All sectors		From 5 to 15%

If the principal requests reimbursement of remuneration received by the broker from insurance companies or other third parties, the broker will invoice the principal for fees in accordance with the remuneration conditions below.

In compliance with the provisions of paragraph 2 of article 45b of the LSA, the broker shall agree with their principal an hourly remuneration rate..



The principal confirms:

- 1. that they have been informed of the remuneration paid by insurance companies or by other third parties, and**
- 2. that they waive the right to have such remunerations repaid to them.**

The agreed hourly remuneration rate is based on the following tariffs:

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| • Advice and consultancy | CHF 300.00 (per hour) |
| • Secretarial and administrative services | CHF 150.00 (per hour) |
| • Travel expenses (minimum 1 hour) | CHF 150.00 (per hour) |

The provision of IT applications and work tools by the broker will be invoiced separately to the client in accordance with a special agreement or prior arrangement.



DUTY OF INFORMATION

IN ACCORDANCE WITH ARTICLE 45 OF THE LAW ON INSURANCE SUPERVISION (LSA) STATUS AS AT 1 JANUARY 2024

In accordance with the legal provisions of the LSA, we are required to inform our principals of the following in accordance with the duty of information imposed on intermediaries who are unaffiliated with insurance companies:

The unaffiliated intermediary (Art. 40 LSA)

Alto Groupe SA is an independent insurance broker listed on the register of unaffiliated intermediaries of the financial market supervisory authority under the given FINMA number, referred to hereafter as the intermediary. The intermediary maintains a good faith relationship with their principals (policyholders) and acts in the interests of the latter. The registered office of the intermediary is located at Route de la Gare 36 in Auvernier/NE.

Advisers

The following advisers work for the Alto Groupe SA:
Thierry Heiniger, domiciled at Cortaillod (FINMA No. F01183502)
Sébastien Bongard, domiciled at Gorgier (FINMA No. F01361852)
Laurent Claude, domiciled at Cudrefin (FINMA No. F01364040)
Anthony Kurth, domiciled at Hauterive (FINMA No. F01339255)
Emanuel Fundoni, domiciled at Auvernier (FINMA No. F01322362)
Patrick Clémence, domiciled at Bevaix (FINMA No. F01101273)
Raphaël Choffat, domiciled at Neuchâtel (FINMA No. F01183836)
Frédéric Morillo, domiciled at Courgenay (FINMA No. F01203097)
Alain Cassard, domiciled at Auenier (FINMA No. F01267524)
Joaquim Passos, domiciled at Bôle (FINMA No. F01214724)
Ruben Carrasco, domiciled at Rolle (FINMA No. F01091133)

The advisers have the expertise and knowledge necessary to carry out their activities and are required to undergo initial and continuing training in accordance with article 43 of the LSA.

Liability (Art. 45 LSA)

Intermediaries assume liability in the event of fault, negligence, or misinformation on the part of their advisers.

Prevention of conflicts of interest (Art. 45a LSA)

The intermediary shall take all measures to prevent conflicts of interest during the intermediation process and undertakes to inform the principal if, despite all measures taken, this would result in a disadvantage for the principal.

Insurance cover offered

Intermediaries may offer their principals insurance cover for all classes of business. For advice on qualified life insurance, i.e. in particular life insurance in which the principal bears a risk of loss in a savings process, the intermediary shall inform the principal in accordance with the provisions of articles 39a to 39k of the LSA.



Disclosure of remuneration (Art. 45b LSA)

Intermediaries receive remuneration from insurance companies or other third parties.

If the mandate provides for the invoicing of fees, the intermediary may nevertheless accept remuneration from insurance companies or other third parties under the conditions provided for in paragraph 2 of article 45b of the ISA.

The broker's tariff makes it possible to estimate the remuneration to be received from insurance undertakings or other third parties. On request, the broker will disclose the amounts actually received.

Data protection

Intermediaries take all possible steps to protect the integrity of their principals' digital data. The security measures deployed include external intrusion prevention, file restoration, control and blocking of misuse and falsification. Their IT systems are structured around all the hardware, software, and telecoms resources installed. This infrastructure enables the information system (databases) to be classified according to rigorous and methodical rules. Information is processed within the intermediary's own perimeter, accessible only by its employees and stored in Switzerland. Only persons authorised by the intermediary or expressly authorised may use principals' personal data, and then only for professional purposes. Through their training and actions, the intermediary's employees play an active role in the security of the IT system. The principal is responsible for having a copy of all data sent to the intermediary. The intermediary is legitimately entitled to request updates of the personal information of their principals in order to ensure that it is relevant to the purposes for which it is to be used and, insofar as these purposes so require, it must be accurate, complete, and kept up to date. Insurers and pension funds may request information from the intermediary or expert opinions from external specialists (doctors, engineers, business economists, etc.). They use this information and expertise to determine the benefits that they are responsible for allocating. The intermediary, the insurers, and the pension funds are all data controllers within the meaning of art. 5(j) of the DPA [LPD], and each is therefore required to comply with the applicable data protection provisions and, in the case of occupational pension schemes, with the obligation of confidentiality under the Federal Law on occupational retirement plans, survivors' and disability pension plans (LPP). The intermediary cannot therefore be held responsible for the processing of information sent to insurers or pension funds at their request, or for expert reports.

Should it be necessary to transmit the principal's personal data abroad in accordance with an insurance advice and management agreement, the intermediary is authorised to transmit such data in compliance with the Federal Data Protection Act (DPA [LPD]) of 25 September 2020. The principal is advised of the existence of an automatic data retention process, the purpose of which is to be able to meet the legal obligations to retain information and to ensure the continuity of the intermediary's business.

An up-to-date version of the duty of information document is available on the intermediary's website.