

# Customer Care Concept of UFS Insurance Broker AG



**UFS**  
INSURANCE BROKER AG

# Welcome!

Ladies and Gentlemen,

On behalf of the entire UFS team, I am pleased to present you our services and terms and conditions in this Customer Care Concept.

UFS Insurance Broker AG was founded back in 1998 as one of Switzerland's pioneer brokers. Since then, UFS has assisted several hundreds of companies located in the German-speaking part of Switzerland. UFS works together with over 50 insurance companies and pension funds, successfully managing to find the best solution for each of its clients.

It is not common to find an insurer capable of offering best options in all areas. As insurance broker we search and find for you the best solution among all insurance providers, which features not only more comprehensive insurance benefits but also more advantageous premiums.

Get to know us and find out for yourself. We are convinced that we will exceed your expectations.

UFS Insurance Broker AG



**Peter Blatter** Managing Partner



# Our Broker Activity

## In general

The Federal Council enacted the revised Insurance Supervision Law (ISL) and the pertinent Insurance Supervision Ordinance (ISO) as of 1 January 2006. Since then, insurance brokers are subject to state supervision by the Swiss Financial Market Supervisory Authority (FINMA) in Bern.

## Duty to inform

The Insurance Supervision Law (ISL) ensures greater transparency in the placement of insurance policies. Pursuant to art. 45 ISL, brokers undertake to provide information as to their identity, offered insurances, liability and the treatment of personal data.

## Our activities

UFS Insurance Broker AG (UFS) is a public limited liability company (company number CH-020.3.021.102-3) and is listed in the main register of the Company Registry of Canton Zurich. Its registration number at FINMA is 10087. Attached hereto is an excerpt of the intermediary register. Furthermore, UFS is a non-tied (independent) insurance broker pursuant to the ISL and works together with over 50 insurers. The company's corporate seat is at Tödistrasse 48, 8810 Horgen.

## Your consultants

The following staff members are your consultants at UFS:

- **Peter Blatter** Reg. no. 10746
- **Timo Brandenberger** Reg. no. 27042
- **Karin Centolanza** Reg. no. 15568
- **Fredi Caspar** Reg. no. 11591
- **Ana Azevedo** Reg. no. 23990

## Cooperation with insurance companies

UFS maintains cooperation agreements with the following insurance companies:

*AIG, Allianz Suisse, ASGA, Atradius, Atupri, AutoMate, AXA-ARAG, AXA-Art, AXA Life, AXA Winterthur, AXA XL, Basler, CAP, Chubb, Coface, CSS, Dextra, Elips Life, Emmental, Euler-Hermes, Europäische, Futura, Gemini, Generali, Groupe Mutuel, GVB, HDI Global SE, Helvetia, Helsana, Innova, Liberty Specialty Markets, Mannheimer, Mobiliar, Nest, ÖKK, Orion, PAX, PAT BVG, PKG, PK Pro, Profond, Protekta, Schweizerische Ärztekrankeasse, Sympany, Swica, Swisscanto, Swisslife, Transparenta, UNIS, Vaudoise, Visana, VSAO Stiftung, Zurich*

UFS works together with the above-mentioned companies in all areas and branches according to the client's needs.

## Duties and liability

UFS works on behalf of the client based on the catalogue of services agreed to in this Customer Care Concept. We carry out your assignments to the best of our knowledge and with the utmost diligence.

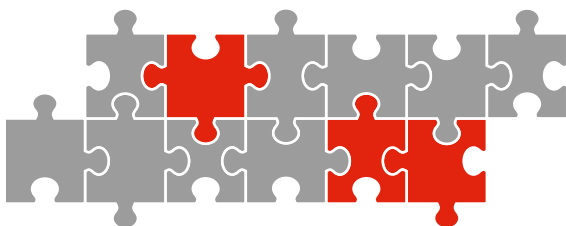
UFS Insurance Broker AG as a legal entity can be held liable in case of complaints regarding our brokerage services.

Please contact Managing Partner Peter Blatter in writing should this be the case. UFS has taken out a professional liability insurance in case of damage claims.

## Data protection and confidentiality

Your consultant will only gather the personal data necessary to be able to perform the services agreed to. UFS undertakes to take whatever precautions needed to comply with the applicable legal regulations on data protection. All data are treated with utmost confidentiality. As a general rule, personal data are kept electronically.

Any information provided by the client may be transmitted to third parties only prior explicit written consent by the client.





## 1. UFS Insurance Broker AG

UFS Insurance Broker AG (hereinafter referred to as 'UFS') is a non-tied insurance broker company for all insurance sectors. UFS and its consultants are duly registered to provide brokerage services within the meaning of the Swiss Insurance Supervision Law (ISL).

## 2. Object of contract

The client enters into a Broker Mandate with UFS, authorizing the latter to manage their insurances in a business relationship based on mutual trust.

The following provisions constitute an integral part of the Broker Mandate, which may be subject to changes or additions only by means of a document signed by both parties.

The Broker Mandate is entered into for an indefinite period of time and may be terminated anytime in writing by either party.

All existing mandates with other brokers are replaced by the new UFS mandate.

## 3. Customer care

At the commencement of collaboration, a customer advisor is appointed as the client's direct contact person and is in charge of said client's care.

## 4. Insurance broker services

UFS provides consulting and assistance to the client for the insurance matters (except for reinsurance) mentioned in the Broker Mandate. UFS's services include:

- Risk and insurance analysis
- Risk and insurance needs assessment
- Insurance solution concept
- Market tenders (quotes)
- Handling and supervision of all administrative insurance matters
- Check of premium bills and declarations
- Annual review/presentations
- Provision of information to staff
- Support and assistance in complex insurance claims
- Market overview and proactive inclusion of new topics or risk areas

UFS consultants and experts provide information based on their long-term experience as insurance brokers. With regard to the specific circumstances of a case, however, they do not replace the legal, capital investment or tax advice given for example by lawyers, banks or tax experts.

UFS has a vast overview of the insurers' current offers. Usually, policies with a premium up to CHF 3,000 are not published on the market but placed with a matching insurer instead, prior consultation with the client.

## 5. Cooperation with insurance brokers abroad

When deemed reasonable and necessary to integrate solutions abroad in order to fulfil the tasks set by the Broker Mandate, UFS is authorized, after consulting the client, to work together with an insurance broker abroad.

## 6. Compensation

UFS shall receive a yearly market-based brokerage fee as compensation for the services rendered according to paragraph 4 herein. The brokerage fee is paid directly by the insurer to UFS once the client has paid their premium. Unlike insurance company representatives, UFS does not receive any procuration fee. Should the client not pay the due premium, UFS has the right to claim from the client a market-based remuneration for the costs and expenses incurred. Moreover, when necessary UFS is entitled to invoice the client for travel expenses (CHF 0.75/km). Further remunerations must be agreed to separately in writing between the contracting parties. UFS and the client shall agree upon a separate remuneration for any further additional services requested by the client. By signing the Broker Mandate, the client agrees to said compensation and explicitly renounces to claiming the reimbursement or credit of the brokerage fees collected by UFS. In the event that insurance companies no longer pay a compensation for UFS's services, UFS has the right to invoice a remuneration for its expenditures. In such a case, the services provided and the amount of remuneration shall be agreed to in advance. The insurance broker's turnover is VAT exempt

# General Terms and Conditions

under art. 21 par. 18 of the Swiss Value Added Tax Law. Should the Federal Tax Administration change their practice, remunerations for services listed in paragraph 4 might be subject to subsequent VAT claims. UFS assumes no liability for the correct payment of any taxes due by the client, e. g. stamp duties (insurance premium tax).

Should the customer terminate the mandate relationship after less than 3 years, UFS will invoice the documented costs and expenses incurred which have not yet been remunerated.

Hourly fees:

- Administrative support CHF 125.–
- Technical consultant CHF 150.–
- Senior technical consultant CHF 200.–
- Account Executive CHF 225.–

## 7. Transparency

To avoid misunderstandings or false expectations, UFS hereby discloses its brokerage fees, which are based on a percentage of net premiums:

- Third-party liability 15%
- Property damage / business interruption 15%
- Construction / EDP (technical) 15%
- Legal protection 15%
- Transportation 15%
- Motor vehicles 4-15%
- Mandatory accident insurance 5%
- Additional accident insurance 15%
- Daily health allowance 7.5%
- Pension fund, different options, e. g. risk and cost premium 5-10%
- Cyber risks 15%

In the field of occupational pension planning there are different options and mixed forms on the market. Pursuant to art. 48k BVV2 (Ordinance on occupational benefit plans concerning old-age, survivors and disability), an intermediary must inform the client during their first contact about the kind and origin of occupational pension planning revenues. We would be pleased to provide you further information on the topic. In addition, UFS is not allowed to accept further volume-based or claim-based brokerage fees (kick-backs).

## 8. Cooperation with insurance companies

UFS has entered into cooperation agreements with all major insurers licensed in Switzerland (including health insurances and registered community/collective foundations). However, within the meaning of the Swiss Insurance Supervision Law, UFS is not tied legally, economically or in any other manner to any insurance company. UFS manages the client's insurance contracts in accordance with the pertinent insurers. In other words, UFS's services involve a partial reduction in workload for insurers. Risk identification and claim settlement are usually provided by the insurer in agreement with UFS. Upon the client's request, UFS provides support and assistance during the entire claim process. Premiums are usually collected by the insurer.

## 9. Client duties

- In order for the insurer to write a quote for individual areas of insurance, the client must fill in a special form. We are glad to assist you in doing this, yet we cannot sign it for you.
- Please inform us as soon as possible of any changes in your company or of situations that could impact your insurance portfolio. Your message allows us to react timely and adjust your portfolio.
- UFS's documents, such as quote comparisons, analyses etc., are prepared for each specific client only and may not be submitted to third parties without our consent.
- When purchasing an insurance policy, the client will be charged a premium to be paid by the due date. Premiums are always paid to the insurer directly. Please note that a default of payment may cause an interruption of coverage or even policy termination.
- We kindly ask you to provide us all information necessary to fulfil your insurance needs. UFS assumes no responsibility for whatever consequences may result from providing late or no information. The client is responsible for their decisions in terms of the information provided and answers given to the insurer's questions.
- When signing or extending a contract, the client must provide the insurer with all required essential information or documents. Essential means that said information has an impact on the insurer's decision as to setting the premium or as to accepting to insure the risk.

# General Terms and Conditions

- UFS makes sure that the policy contains written proof of the offered and purchased risks and of the terms and conditions. Nevertheless, please check the policy accurately as to the extent of coverage, the insurance sum and the terms and conditions. In particular, please also note the obligations and the applicable procedure in the event of a claim.
- It is the client's duty to notify us or the insurer of any potential or occurred claims. The failure to comply with time limits might exonerate the insurer from their obligations. When notifying a claim, it is the client's duty to inform the insurer about all pertinent facts. The right to claim is subject to a prescription period. UFS will neither take legal action on the client's behalf nor enter into waiver agreements on the client's behalf to suspend prescription.

We are pleased to assist you in all these matters.

## 10. Data protection, data security and confidentiality

UFS guarantees that all data entrusted to its staff will be treated according to the principles of the Swiss laws on data protection. Should UFS need to transmit data abroad in order to duly perform its broker services, the client agrees thereto in accordance with data protection principles. The client authorizes UFS to process data by using Internet applications provided by insurers or other sources and which serve the purpose of simplifying policy administration. All the data on the client obtained for the purpose of performing the contract as well as information concerning their business shall be treated with confidentiality and used only to perform the duties mentioned in the Broker Mandate. Unconditional strict secrecy is maintained towards third parties as to the existence of the contractual relationship. Exception is made when forwarding data to the insurers for the purpose of tendering or renewing policies as well as in connection with claims.

## 11. Ethical business conduct

We do not tolerate any form of unethical behaviour in relation to our own activities as well as to those of our business partners. We abide by all effective laws, rules, provisions and accounting principles.

## 12. Complaints

For any complaints about our services, please contact Peter Blatter by phone (044 389 25 21) or email (peter.blatter@ufsag.ch). We will process your complaint within 3 work days of receipt. If our reply is not satisfactory, you have the right to refer your complaint to the Swiss Supervisory Financial Market Supervisory Authority (Eidgenössische Finanzmarktaufsicht FINMA, Einsteinstrasse 2, 3003 Bern).



## 13. Applicable law and place of jurisdiction

The Broker Mandate is subject to Swiss material law excluding any conflict of laws. The exclusive place of jurisdiction is the client's place of business in Switzerland at the commencement of proceedings.

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**Extract of the insurance intermediaries' register****Company details**

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<b>Registration number</b>	10 087
<b>User type</b>	Legal entity
<b>Surname</b>	UFS Insurance Broker AG
<b>Address</b>	Tödistrasse 48
<b>Post code/locality</b>	8810 Horgen
<b>Date of first registration</b>	20.01.2006

**Details on insurance coverage offered**

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**Life insurers****Collective life insurance**

- Not tied

**Other life insurance**

- Not tied

**Insurers against loss or damage (non-life insurances)****Personal insurance**

- Not tied

**Insurance on hull and appurtenances**

- Not tied

**Transit insurance**

- Not tied

**Other non-life insurance**

- Not tied

**Financial insurance**

- Not tied

**Liability insurance**

- Not tied

**Legal protection insurance**

- Not tied

**Traveller's assistance insurance**

- Not tied