

## Annex: General terms and conditions of brokerage

The brokerage contract between you (the "**Client**") and your broker or brokerage firm better identified in the information document to which these general terms and conditions constitute an annex (**Bureau de courtage Paul Hauffels SARL**) is governed by these general terms and conditions, any special conditions expressly agreed between the parties, as well as by the laws and regulations in force in the Grand Duchy of Luxembourg and the generally applicable and followed practices in terms of insurance brokerage in Luxembourg, without prejudice to any mandatory provisions of the country of residence/establishment of the Client.

### Preamble: Information for all new insurance contract subscriptions

All your questions must have been answered by your Broker and the insurance company with which you are about to purchase insurance (the "**Company**") before signing the insurance application.

### The insurance contract itself

The insurance contract issued by the Company is a set of documents consisting, among other things and depending on the insurance company, of a prior information document(s), an insurance application, general terms and conditions and specific insurance conditions.

Read the explanations of how the contract works during the submission of bids from the various insurance companies. You will find these explanations in the general terms and conditions of the proposed contract. Ask your Broker for explanations if necessary.

The typology of insurance contracts may depend on your country of residence/establishment. The contract may provide for various additional or optional guarantees. We invite you to have them explained to you before signing an insurance application.

### Purpose of the brokerage contract

By concluding the brokerage contract, you authorise the Broker, first, to obtain personalised offers for you from various insurance companies, and then to represent you in the relation with the insurance company of your choice as part of the services covered by this contract.

Upon your instructions, the Broker may (or may not) obtain copies (or originals) of any communication or information from the Company regarding your contract, to provide them to you or to allow us to accompany and assist you.

## 1. Insurance distribution services

The Broker provides advice on insurance contracts, carries out work preparatory to the conclusion of insurance contracts, or assists in the administration and performance of such contracts. It undertakes to always act honestly, fairly and professionally, in accordance with the best interests of the Client. It complies with the rules of conduct relating to the distribution of insurance as laid down in the Luxembourg law of 7 December 2015 on the insurance sector, the regulations adopted pursuant to that law and the regulations adopted by the European Union authorities pursuant to the directives on the distribution of insurance, without prejudice to any mandatory rules of foreign law which may apply to the Broker when it carries out its activity outside the Grand Duchy of Luxembourg.

The Broker may provide insurance distribution services, such as:

- obtaining from insurance companies personalised offers for the Client,
- sending requests for information to insurance companies,
- entering into insurance contracts on behalf of the Client,
- in general, representing the Client in the relations with the insurance companies.

## Annex: General terms and conditions of brokerage

### 2. Entering into a relationship

- 2.1 The Broker is free to accept or refuse any entry into a business relationship. No business relationship is opened in the name of a Client until the Client has completed, to the satisfaction of the Broker, all documents, and provided all supporting documents and information required by the Broker.
- 2.2 At the beginning of the relationship, the Client informs the Broker of the exact data concerning his identification (name/title, domicile/registered office, nationality, marital status, profession, etc.) and provides the supporting documents requested by the Broker (in particular a copy of his identity card) to enable him to fulfil his legal obligations. Any change in data must be reported immediately to the Broker in writing.
- 2.3 Legal entities must also produce a certified copy of their updated articles of association, an extract from the updated trade and companies register (or any other similar document), the identification of the beneficial owners, the list of persons authorised to bind them and represent them vis-à-vis third parties, any supporting document justifying authorisation to take out an insurance contract on behalf of the legal entity and, where applicable, a certified copy of the domiciliation contract concluded with a duly authorised domiciliary agent. They shall also produce a copy of the valid identity document of the representative(s)/director(s) and the beneficial owner(s) of the legal person.

### 3. Information provided by the Client - Advice and offers - Client choice

- 3.1 The Broker will request information from the Client regarding its demands and needs in relation to the insurance coverage it is seeking.
- 3.2 The Broker draws the Client's attention to the potentially harmful nature for the Client of data (referred to in points 2.1 and 2.2) or information (referred to in point 3.1) that is incorrect or not updated. Any change in such data or information must be reported immediately to the Broker in writing.
- 3.3 The Broker is entitled to rely on the data and information provided by the Client. It assumes no responsibility for verifying the accuracy or completeness of such data and information. The Client is solely responsible, to the exclusion of the Broker, for any damage caused by the indication of false, inaccurate, outdated or incomplete data or information, unless the Broker knew or ought to have known that it was clearly false, inaccurate or incomplete. Sur la base des données et informations obtenues, le courtier s'adresse à une ou plusieurs compagnies d'assurance pour obtenir des offres personnalisées.
- 3.4 On the basis of the data and information obtained, the Broker contacts one or more insurance companies to obtain personalised offers.
- 3.5 For Clients whose country of residence/establishment is Luxembourg: the Broker always provides the Client with advice based on a fair and personalised analysis, unless the Client expressly waives it.
- 3.6 For Customers residing/established in another country: the Broker provides or does not provide advice, depending on the applicable legislation and informs the Client.
- 3.7 The Broker will communicate to the Client the personalised offers obtained (according to the applicable deadlines specific to each insurance company), the standard information documents on the insurance products concerned, as well as its advice (if applicable), as soon as possible after receiving the offers from the companies.

## Annex: General terms and conditions of brokerage

- 3.8 The final evaluation of the advice and offers, and the choice of the insurance product and the insurance company, is the responsibility of the Client. If the Client decides not to follow the advice given by the Broker, he must explicitly waive this advice.
- 3.9 The Broker assists the Client in completing the insurance application for the insurance product chosen by the Client and communicates it without delay to the insurance company.

### 4. Communication between the Client and the Broker

- 4.1 From the moment the Client has provided his email address, the Broker will communicate mainly with him by this electronic means, unless the Client has expressly opted for paper documents.
- 4.2 Any communication from the Broker to the Client will be made to the last known address (postal or electronic). Proof of dispatch is validly established by producing a copy of the correspondence or email duly dated. A postal letter is presumed to have reached the addressee within 3 working days of being sent. A fax or email is considered to have reached the recipient on the date and time it was sent. If a Client has not received an expected communication within the normal time frame, he must inform the Broker as soon as possible.
- 4.3 When an item of correspondence is returned to the Broker or a message of non-delivery is issued, the Broker will attempt to contact the Client by other means (e. g. telephone). If this attempt also fails, the Broker will retain any communication to the Client, at the latter's risk, until the Client re-contacts the Broker or provides a new address.
- 4.4 The Broker draws the Client's attention to the fact that the delivery, authenticity and confidentiality of the content of messages exchanged by electronic means are never fully guaranteed. The Broker and the Client undertake to use their best efforts to avoid any misuse, fraud or intrusion. Subject to this obligation, the Broker is not liable for any harmful consequences that may result, in particular, from errors, delays or non-receipt, duplication of effort, or otherwise, related to the use of electronic means of communication.
- 4.5 Any communication between the Client and the Broker must be in writing. Proof of existence, content and communication rests with the Client.

### 5. Professional secrecy

- 5.1 The Broker is bound by professional secrecy as organised and applied pursuant to Article 300 of the Luxembourg law of 7 December 2015 on the insurance sector. Thus, the Broker is obliged to keep secret the information entrusted to it by the Client in the course of its professional activity.
- 5.2 However, there is no obligation of secrecy with regard to insurance companies, banks, insurance sector professionals (PSA) or financial sector professionals (PSF), in particular, if the information is provided by the Broker under a service contract with such parties.
- 5.3 In addition, the Client expressly agrees to the waiver of the Broker's professional secrecy in order to allow the communication of information to third parties, possibly located in countries other than the Grand Duchy of Luxembourg, when such communication is necessary or useful to provide advice on insurance contracts, carry out work preparatory to the conclusion of insurance contracts, or assist in the administration and performance of such contracts. In the case of personal data concerning a natural person, this communication will be made in accordance with the Privacy Notice.

## Annex: General terms and conditions of brokerage

- 5.4 The obligation of professional secrecy in respect of the Insurance Company does not exist with respect to the Broker concerning information relating to contracts for which the Broker has acted as intermediary.
- 5.5 However, the Client may at any time object to the communication to the Broker of information concerning his contract(s). The Broker hereby draws the Client's attention to the fact that in such a case, the Broker will no longer be able to adequately fulfil its role, will no longer be able to advise the Client, or act in the Client's best interests. Such opposition is therefore made at the Customer's risk.

## 6. Revision of these general terms and conditions

- 6.1 The Broker may amend these general terms and conditions of brokerage, as well as other clauses of the brokerage contract, at any time, to take into account, in particular, legislative or regulatory changes, market practices, market conditions or the Broker's policy. The Client will be informed of such a revision in accordance with the communication procedures provided for in Article 4.
- 6.2 Changes will be considered approved if the Client does not object in writing within thirty days of the date on which the information was communicated or made available, or earlier if the Client requests a distribution service from the Broker, which then constitutes a formal approval of the new terms and conditions.
- 6.3 Changes required by the parties as a result of a legislative or regulatory change shall be applicable without prior notification from the date of entry into force of these rules.
- 6.4 The illegality or partial or total inapplicability of one or more of the clauses of the insurance brokerage contract shall not affect the applicability of the other agreed terms and conditions

## 7. Liability and compensation

- 7.1 In the course of its business relationship with the Client, the Broker's liability for any action or inaction is limited to its gross negligence or wilful misconduct, except in the case of personal injury.
- 7.2 Unless otherwise expressly specified in the brokerage contract, the obligations of the Broker are obligations of means. In particular with regard to any advice given by the Broker, the Broker acts as a prudent person, on the basis of the data and information provided by the Client and the knowledge at the time the advice is given. The Broker shall not be liable if the advice is found to be inadequate or incorrect in hindsight due to factors, circumstances or events that were not known to the Broker or were not reasonably foreseeable to the Broker.
- 7.3 If the Client does not follow the advice given by the Broker and purchases an insurance product other than the one (or ones) advised by the Broker, the Client expressly releases the Broker from any generally harmful consequences that may result for the Client from this choice.
- 7.4 The Broker has purchased professional liability insurance from *La Bâloise at 23, rue du Puits Romain in L-8070 Bertrange*, policy number *RC 380010337*.
- 7.5 The Client undertakes to indemnify the Broker for all damages and losses (including legal and attorney's fees to the fullest extent permitted by applicable law) that the Broker may suffer as a result of a breach by the Client in the performance of these general terms and conditions of brokerage.

## 8. Duration and termination

## **Annex: General terms and conditions of brokerage**

- 8.1 Unless otherwise expressly agreed, the brokerage contract is concluded for an indefinite period and may be terminated under the conditions provided for in these general terms and conditions of brokerage.
- 8.2 The brokerage contract may be terminated by either party at any time by sending a registered letter with acknowledgement of receipt to the other party. The termination will take effect on the business day following receipt of the letter. Even after the termination of the brokerage contract, these general terms and conditions of brokerage remain applicable for the termination of the current relationship.
- 8.3 In the event of termination of the brokerage contract, the Broker will inform the Insurance Company(s) with which the Client has subscribed to one or more insurance contracts through the Broker. At the latest from the date of termination, the Customer must contact the insurance company(s) concerned directly, or choose another insurance distributor.
- 8.4 The fact that the Client chooses, for one or more insurance contracts subscribed through the Broker, another insurance distributor, will not imply the end of the brokerage contract. This choice by the Client will only terminate the obligations of the parties arising from the brokerage contract as they relate to the contract(s) in question. However, the brokerage contract will automatically terminate when the Client chooses another distributor for the last insurance contract for which the Broker was still acting as intermediary.
- 8.5 The Client acknowledges that the termination of a contract with an insurance company does not automatically result in the termination of the brokerage contract.

## **9. Applicable law and competent courts**

- 9.1 The brokerage contract is governed by Luxembourg law.
- 9.2 In the event of disputes between the parties, they will endeavour to resolve them amicably, if necessary through the intervention of the competent complaints management body or bodies. Failing this, the dispute will be submitted by the most diligent party to the courts of Luxembourg City. The Broker may also bring an action against the Client, at its discretion, before the courts of the Client's place of residence/establishment.
- 9.3 If the Client is a consumer, he may bring his action against the Broker, at his discretion, before the courts of his place of residence or before those of Luxembourg City, while the Broker must bring its action against the Client before the courts of the Client's place of residence.

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