

# General Terms and Conditions

Arthur J Gallagher Brim AB  
Arthur J Gallagher Proinova AB  
Arthur J Gallagher Proinova Agency AB  
Arthur J Gallagher Nordic AB

Insurance Intermediary Services 2023:03



**Gallagher**

Insurance | Risk Management | Consulting

The most recent version of our General Terms and Conditions is always available on our website at [AJG.com/se-en/allmanna-leveransvillkor](https://www.ajg.com/se-en/allmanna-leveransvillkor).

## 1 Section Gallagher and the Client

Arthur J Gallagher Proinova AB, reg. no.: 556609-9569, Arthur J Gallagher Proinova Agency AB, reg. no.: 556730-4109, Arthur J Gallagher Brim AB, reg. no.: 556391-5049 and Arthur J Gallagher Nordic AB, reg. no.: 556418-5014 (hereafter referred to jointly as “Gallagher” or “We”)

Gallagher’s General Terms and Conditions apply to the customers/Clients (hereafter the “Client”) who have signed Gallagher’s letter of authority for insurance mediation and cover the assignments referred to in the letter of authority. The letter of authority for insurance mediation is defined in Section 7 below.

Gallagher is a member of the Swedish Insurance Broker’s Association (SFM).

Address details:

**Arthur J Gallagher Brim AB**

Address: Box 19572, 104 32 Stockholm, Sweden  
Visitors’ address: Tegnérsgatan 2C  
T: +46 8 441 89 70

**Arthur J Gallagher Nordic AB**

Address: Mölndalsvägen 22, 412 63 Gothenburg, Sweden  
T: +46 31 40 53 70

**Arthur J Gallagher Proinova (Agency) AB**

Address: Hamntorget 5, 252 21 Helsingborg, Sweden  
T: +46 10 22 16 670

## 2 Section Ownership

Gallagher European Holdings Limited has a qualified holding of 100% of the shares in the company. Ultimately the company is owned by Arthur J Gallagher & Co. (NYSE).

No part of our organisation is owned by any insurance company. In addition, Gallagher does not own any part of any insurance company.

## 3 Section Authorisation and supervision

Gallagher provides insurance mediation services with the authorisation of the Swedish Financial Supervisory Authority, which is also the supervisory body for Swedish insurance brokers. The Swedish Financial Supervisory Authority can, on request, provide information about which of our employees are entitled to distribute insurance policies and which type of policies are covered by the authorisation.

**Swedish Financial Supervisory Authority**

Box 7821  
103 97 Stockholm, Sweden  
T: +46 8 408 980 00  
E: finansinspektionen@fi.se  
W: www.fi.se

Gallagher is also under the supervision of the Swedish Consumer Agency with regard to marketing and advertising.

**Swedish Consumer Agency/Consumer Ombudsman**

Box 48, 651 02 Karlstad, Sweden  
T: +46 771 42 33 00  
E: konsumentverket@konsumentverket.se  
W: www.konsumentverket.se

## 4 Section Registration

We are registered with the Swedish Companies Registration Office for the mediation of all types of general (non-life) insurance classes. The Swedish Companies Registration Office shall, on request, provide the Client or any other person who makes a request with information about which type of insurance is covered by the registration and whether the registration is restricted to specific insurance classes.

**Swedish Companies Registration Office**

851 81 Sundsvall, Sweden  
T: +46 771 670 670  
E: bolagsverket@bolagsverket.se  
W: www.bolagsverket.se

## 5 Section Basis for the distribution and advice

We always represent our Clients and offer advice about the insurance products that we distribute. The advice is not based on impartial and personal analysis.

Gallagher distributes insurance policies from a wide range of Swedish and international insurance companies.

## 6 Section Assignment

Gallagher assists the Customer with purchasing and taking out general insurance policies and provides ongoing services. Please note that, in the case of certain insurance solutions that we distribute, there is no purchase involved. Instead the insurance is a complete solution created by Gallagher with an agreed insurance provider. The following points, among others, apply to the implementation of our assignment:

- Gallagher shall implement its assignment with care and on the basis of good insurance distribution practice in accordance with the Swedish Insurance Distribution Act (2018:1219) and other legislation that is relevant for insurance intermediaries.

- Together with the Client, Gallagher analyses the risk situation and the insurance requirements.
- Gallagher proposes appropriate insurance cover and prepares tender documents to request quotations from insurance providers in the relevant cases.
- Gallagher obtains a number of quotations in order to analyse the Client's requirements and evaluate the scope, terms, excesses and premiums in the quotations. Following a recommendation by Gallagher, the Client selects an insurance provider that the Client enters into an insurance contract with.
- Gallagher checks that the insurance documents are correct.
- Gallagher updates the insurance policies it has mediated every year or as required.
- Gallagher provides ongoing assistance on insurance issues and advice in the event of a general insurance claim.

## 7 Section Information about the letter of authority

By signing a letter of authority for insurance mediation, the Client authorises Gallagher to represent the Client concerning the issues and within the frameworks specified in the letter of authority and, therefore, to act in a legal capacity on the Client's behalf with binding force for the Client. Although the Client has signed a letter of authority, the Client is always entitled to contact the parties involved itself.

If the cooperation between the Client and Gallagher ends, the Customer shall withdraw the letter of authority. See Sections 15 and 16.

## 8 Section Period of the assignment

These General Terms and Conditions apply for as long as a valid letter of authority for insurance mediation is in place.

## 9 Section Information and documents

The Client shall provide Gallagher with the information and documents it requests for the performance of the assignment. The Client shall inform Gallagher immediately of any changes to its company, for example changes to its business, the purchase of new machines, changes to materials and stocks and modifications to its properties and buildings.

## 10 Section Incomplete or delayed information

We are not liable for damages or loss caused as a result of the Client neglecting its obligations under these General Terms and Conditions, providing incorrect or incomplete information to Gallagher, failing to provide Gallagher with information needed to obtain the recommended insurance cover, providing this information late or delaying the payment of premiums.

## 11 Section Pricing and payment information

Unless otherwise agreed, Gallagher shall be paid intermediary's commission for the assignment. In most cases, this commission is paid by the insurance provider. In the event that Gallagher does not receive a commission from the insurance provider, without a reduction in the premium being made that is equivalent to the insurance provider's own distribution costs, Gallagher shall invoice the Client separately for the corresponding commission.

Our invoices are normally issued at the same time as the insurance provider requires payment of the insurance premiums. In the case of large insurance contracts, the entire insurance premium, including the commission, can be invoiced via Gallagher's special client funds account.

Commission is normally calculated as a percentage surcharge on the insurance premium and varies from 5 to 26% depending on the type of insurance.

Commission is a VAT zero-rated payment, in accordance with Chapter 3 Section 10 of the Swedish Value Added Tax Act. In the event that VAT is payable, the Client shall also pay VAT at the current rate on the commission.

## 12 Section Premium payments/insurance cover/preventing break-ins

The Client is responsible for becoming familiar with the insurance policy document for the policy that it has taken out and the accompanying terms and conditions and ensuring that the premium is paid and the payment arrives with the recipient at the latest on the specified due date. If there is a delay in paying the premium, the Client has no insurance cover under the current terms of insurance policies that have been taken out. The Client is also responsible for ensuring that it has taken the necessary measures to prevent break-ins and complies with noise requirements and other safety regulations, in accordance with the text or terms and conditions of the insurance documents.

## 13 Section Exemption from liability for errors or deficiencies in the current insurance contract

Gallagher accepts no liability for errors or deficiencies in the current insurance contract, for damage or loss resulting from these errors or deficiencies or for indirect damage or loss that occurred before Gallagher had the opportunity to make the necessary changes within a reasonable period from the date when the letter of authority for insurance mediation was drawn up.

## 14 Section Liability insurance

Gallagher and its insurance intermediaries are covered by a mandatory liability insurance policy purely for material damages. The insurance policy covers any liability for damages against the Client that we may incur.

The insurance policy is provided by AIG Europe S.A. Swedish office, 516411-4117. Anyone who intends to make a claim for damages shall inform Gallagher within a reasonable time after they

noticed or should have noticed that damage had occurred. There is also the option of making a claim directly against the insurance provider. If the information is not provided within this period, the right to the payment of damages lapses. The same applies if legal proceedings are not instituted within ten years of the insurance mediation. If you, as a Client, approach the insurance provider directly, please check beforehand which Gallagher company you wish to make a claim against.

The liability insurance policy complies with the minimum compensation amount in the Swedish Financial Supervisory Authority's regulations (FFFS 2018:10) on insurance distribution.

**Insurance provider** AIG Europe S.A. Swedish office, 516411-4117.

AIG Europe S.A.

Box 3506

103 69 Stockholm, Sweden

T: +46 8 506 920 00

E: info.sweden@aig.com

W: www.aig.se

## 15 Section Withdrawal of the letter of authority for insurance mediation

The Client can withdraw its letter of authority at any time. The withdrawal shall be made in writing.

Gallagher is entitled to withdraw from the assignment if:

- a) The Client fails to fulfil its obligations in accordance with these General Terms and Conditions.
- b) The Client requests services of a kind that would involve Gallagher failing to meet the requirement for good insurance distribution practice.

If the assignment ends, the Client shall withdraw the letter of authority. After this, the letter of authority shall be returned to the Client without delay. At the same time, Gallagher shall inform the relevant insurance provider about this.

## 16 Section Compensation for the withdrawal of the letter of authority

If the Client withdraws the letter of authority (Section 15) before Gallagher has been able to mediate the insurance, We are entitled to compensation from the Client for the mediation activities. This compensation shall be equivalent to the costs and expenses that Gallagher can demonstrate it has incurred as a result of the assignment.

## 17 Section Confidentiality

Gallagher undertakes not to disclose without authorisation any information, either orally or in the form of documents, to third parties about the assignment or about the Client's financial, administrative, operational or business circumstances that is considered to be confidential information. This does not apply in relation to insurance companies or supervisory authorities that We are required by law to provide with information of this kind.

## 18 Section Payment to employees and employment terms

Arthur J Gallagher Proinova (Agency) AB has collective agreements and all its employees receive fixed salaries.

The employees who are directly involved in insurance mediation at Arthur J Gallagher Brim AB and Arthur J Gallagher Nordic AB have salaries made up of a fixed and a variable component. The variable component is determined primarily on the basis of quality criteria. We have put in place a policy to ensure that the payment structure does not give the Company's interests priority over the Client's interests.

## 19 Section Skills and knowledge requirements

Gallagher has ensured that all the insurance brokers within its organisation have the background, education, knowledge and skills required by the laws and ordinances that regulate our industry. All our insurance brokers undergo annual training in accordance with the law and take a knowledge test.

## 20 Section Guidelines for avoiding conflicts of interest

Conflicts of interest can occur in public sector enterprises in a situation where the Client's interests conflict with the interests of Gallagher or its intermediaries. Gallagher has put in place guidelines for managing conflicts of interest to protect its Clients.

## 21 Section Complaint management

If the Client, for some reason, is not satisfied with Gallagher's distribution of insurance, we would ask the Client to contact us as soon as possible. A complaint involves dissatisfaction with a specific aspect of our services in an individual case.

If you want to make a complaint concerning the mediation of insurance, please contact us, ideally by e-mail to the following address: [Se.klagomal@ajg.com](mailto:Se.klagomal@ajg.com).

We will contact you when our complaints manager has received your complaint.

The complaints manager will investigate the case by making contact with the responsible insurance intermediary. After this, the complaints manager will contact you as quickly as possible, but at the latest within fourteen (14) days of you submitting your complaint, to give you a response.

If it is not possible for the complaints manager to respond within two weeks, we will explain the reason for the delay and tell you when you can expect to receive a response.

### Our complaints managers

- Arthur J Gallagher Brim AB: Johan Berg
- Arthur J Gallagher Nordic AB: Niclas Galle
- Arthur J Gallagher Proinova (Agency) AB: Patrik Johansson

If you are a consumer, you can also ask the Swedish Consumers' Insurance Bureau or your municipal consumer advice body for help or approach the Swedish National Board for Consumer Disputes (ARN).

## 22 Section Disputes

Disputes arising from these General Terms and Conditions and involving Arthur J Gallagher Brim AB shall be settled in an ordinary court.

Disputes arising from these General Terms and Conditions and involving Arthur J Gallagher Proinova (Agency) AB and Arthur J Gallagher Nordic AB, shall ultimately be settled by arbitration in accordance with the rules for simplified arbitration proceedings of the Stockholm Chamber of Commerce Arbitration Institute, unless the Client is a consumer.

Disputes between Gallagher and consumers shall be settled in an ordinary court.

## 23 Section Processing personal data

In order to fulfil our assignment as an insurance intermediary (providing advice on insurance, purchasing insurance, administering current insurance policies and services and meeting the legal requirements for documentation imposed on our activities by the Swedish Insurance Distribution Act (2018:1219), for example), we sometimes need to collect, process and supply personal data concerning our Clients. Among other things, we can obtain data from Clients, insurance providers, insurance administrators and public authorities. This data can include, for example, names, addresses, national identification numbers, telephone numbers, e-mail addresses and insurance-related personal data. Personal data can be processed by other companies that we work with to fulfil Gallagher's assignment, for example insurance providers.

For more information about how Gallagher processes personal data, please see the privacy policy of our holding company, the Gallagher Privacy Notice, on our website at [AJG.com/se-en/integritetspolicy](https://www.ajg.com/se-en/integritetspolicy).

We are authorised and regulated by the Swedish Financial Supervisory Authority (FSA).

Arthur J Gallagher Brim AB.

Registered address: Box 19572, 104 32 Stockholm, Sweden.

Registration number 556391-5049.

Arthur J Gallagher Proinova AB.

Registered address: Hamntorget 5, 252 21 Helsingborg, Sweden.

Registration number 556609-9569.

Arthur J Gallagher Proinova Agency AB.

Registered address: Hamntorget 5, 252 21 Helsingborg, Sweden.

Registration number 556730-4109.

Arthur J Gallagher Nordic AB.

Registered address: Mölndalsvägen 22, 412 63 Gothenburg, Sweden.

Registration number 556418-5014.

[AJG.com/se](https://www.ajg.com/se)

© 2023 Arthur J. Gallagher & Co. All rights reserved.



**Gallagher**

Insurance | Risk Management | Consulting