

INTERNATIONAL ASSOCIATION OF INSURANCE SUPERVISORS



PRINCIPLES AND TERMS OF USE OF DATABASE FOR CONTRIBUTORS

MAY 2009

**INSURANCE LAWS DATABASE
PRINCIPLES AND TERMS OF USE FOR CONTRIBUTORS - VERSION 2.1**

1. General principles

The Insurance Laws Database ("the Database") collects data about insurance laws, regulations and practices. The data is collected from IAIS Member supervisors, the National Association of Insurance Commissioners (NAIC) and non-Member supervisors ("Contributors") on a voluntary and non commercial basis.

The presumption upon which the Database was originally established was that Contributors would primarily be IAIS Member supervisors who would share data on the basis of the principle of reciprocity.

In order to broaden the content of the Database and also their usefulness, access to non-confidential information is granted on a case by case basis to non-Member supervisors who contribute data and information, subject to confidentiality requirements.

Finally, access to the Database is granted to non-contributing IAIS members, IAIS Observers and, on a case by case basis to non-profit or academic institutions. Such access is limited to data and information that have not been communicated as confidential, and will be subject to a separate licence agreement.

All entities that have access to the Database are referred to in this document as "Participating Institutions". The staff members of those institutions are referred to as "users".

2. Description of the Database

The Database is an IAIS project which was realised by the IAIS Insurance Laws, Regulations, Practices and Standards Subcommittee. The main objective is to establish a comprehensive collection of insurance laws, regulations and practices of the Contributors.

However, for any detailed inquiry, Participating Institutions and their users should always consult the full text of the respective legislation.

Each Contributor completes the electronic questionnaire and annually updates its replies and resubmits results to the Insurance Laws Subcommittee for control before its submission to the Database. Thereafter, the data is automatically consolidated into a single database, which in turn produces individual and aggregated reports published on the IAIS internet website at <http://db.iaisweb.org>.

Access to answers to the following questions or chapters in the Database will be restricted to Contributors:

- 3.6 (second part), 3.7, 3.8, 4.5, 5.18, 16, 17.5, 19.17

3. Copyright and usage of data and information

3.1 Copyright

Materials available on the Database, including the compilation of materials and the pages contained within, are protected by copyright and any other applicable intellectual property rights held by IAIS. Some of the materials on the IAIS site may contain references to materials from third parties for which copyright must be honoured.

3.2 Licence and Authorised Usage

IAIS hereby grants Participating Institutions and their users of the Database a non-exclusive, non-transferable licence to download and reproduce materials available therein solely for their own non-commercial use. The licence shall be for a period of one year, subject to automatic renewal absent notice from the IAIS to the contrary or other form of termination in accordance with these terms of use.

Any use of the materials must contain notice of IAIS copyright, and must be accompanied by acknowledgment of the source (title of material [i.e. Insurance Laws Database], © 2001-2004 [updated through the most recent year of availability] IAIS).

Except for these specified uses, no part of the materials in the Database may be modified, or copied, downloaded, stored in a retrieval system, further transmitted or otherwise reproduced, stored, disseminated, transferred or used, in any form or by any means, without prior written permission from IAIS (contact iais@bis.org). Distribution for commercial purposes or for compensation of any kind is expressly prohibited.

4. Duties of Contributors to the Database

Each Contributor:

- (a) agrees to take reasonable care to ensure that any data, information or other material that their respective users supply to the Database is at all times appropriate and is as accurate as could reasonably be expected.
- (b) undertakes to update data, information and material supplied by it at no less than the intervals agreed among Contributors and the IAIS, and endeavours to correct promptly any errors which the Contributor becomes aware of; and
- (c) warrants that any data and information was not supplied in breach of copyright, any duty of confidence or any other legal obligation.

5. Limitations of Responsibilities

5.1 Treatment of Confidential Data

Whilst the IAIS will use all its reasonable efforts to ensure that the Database are secure systems and that each Participating Institution is informed of the respective terms of use, it cannot guarantee that:

- unauthorised persons will not obtain access to the Database; or
- information or material which is confidential will not be redistributed or published elsewhere in breach of these terms.

Therefore, each Contributor is responsible for assessing the nature and sensitivity of the information or material supplied to the Database. In making such assessments, Contributors should keep in mind that other Participating Institutions may be subject to differing disclosure obligations with respect to information to which they have access through the Database.

5.2 Verification of Data

The IAIS will undertake superficial reviews of data solely for control purposes in determining compatibility with the Database. The IAIS is not in a position to assess either:

- (a) the accuracy or appropriateness of any information or other material supplied to the Database by users, including those from external sites which may be directly or indirectly accessed through links in the Database; or
- (b) whether such information or material has been supplied in breach of copyright, any duty of confidence or any other legal obligation.

These matters can only be determined by the Contributor that supplies the information or material in question.

5.3 Disclaimer of Liability

Access to the Database is provided to users on a non-commercial basis at no cost, and dependent upon the voluntary participation of the Contributors. The IAIS and the Contributors expressly disclaim any guarantee or warranty of merchantability or fitness for any purpose. Neither the IAIS nor the Contributors shall be responsible for any loss or damage, direct or consequential, suffered by any Participating Institution, user or any third party, including, without limitation, as a result of (i) the inclusion in the Database of any data, information or material; (ii) the reliance upon or other use of the same; (iii) the subsequent further distribution or publication, either within or outside the Database, or otherwise; (iv) the access or inability to access the Database at any time. The foregoing disclaimer of liability is without limitation to other limitations detailed elsewhere in these terms of use or other agreements between the IAIS and any Participating Institution and/or user.

6. Access to Insurance Laws Database

6.1 View password

The Database administrator at the IAIS will provide each user with a non-transferable user identification (“**user ID**”) and a password (“**password**”), which gives access to the Database from which data can be viewed.

- (a) The password will be changed regularly. As a security measure, a user can request to change its password by contacting the Database administrator.
- (b) A user may not distribute its user ID and password to any external person or third party. Each user acknowledges that he/she is responsible for the user IDs and passwords which he/she has been allocated.
- (c) Each user acknowledges that he/she is responsible to ensure that the password is not distributed to or cannot be used by unauthorised persons. If a user has reason to believe that an unauthorised person has gained access to his or her user ID or password, the Database administrator should be notified immediately.
- (d) The IAIS may assume that any data transmission using a user ID or password has been initiated by the user to whom it has been allocated, without any further investigation or enquiry.

6.2 Edit password

The Database administrator at the IAIS will provide each Contributor with a personalised non-transferable user identification (“user ID”) and a password (“edit password”), which not only permits viewing but also comprises the right to input, change and/or update data and information.

In general every Contributor gets one personalised access. In case more than one person is responsible for the administration of data and information, Contributors may request the IAIS Database Administrator for an additional personalised access right.

The non-transferable user ID and the edit password may not be shared with other persons even within a Contributor. In case an individual user should no longer be entitled to use the edit password, the Contributor should inform the IAIS Database Administrator promptly.

- (a) The password will be changed regularly. As a security measure, a Contributor can request to change its password by contacting the Database administrator.
- (b) Each Contributor is responsible for the provided user IDs and edits passwords.
- (c) Each Contributor and user acknowledges that it is responsible to ensure that the edit password is not distributed to or cannot be used by unauthorised persons. If a Contributor or any user has reason to believe that an unauthorised person has gained access to his or her user ID or edit password, the Database administrator should be notified immediately.
- (d) The IAIS may assume that any data transmission using a user ID or edit password has been initiated by the Contributor to whom it has been allocated without any further investigation or enquiry.

6.3 Access by the IAIS

The IAIS and its agents and contractors may access the Database at any time for use in conjunction with the IAIS and its Members' work and publications, as well as for purposes of administration, including monitoring of the usage by Participating Institutions and their users in compliance with these terms of use.

7. Withdrawal or variation of access rights

7.1 General

- (a) A user or his or her Participating Institution may request that the user's Database access rights be withdrawn at any time by notifying the Database administrator.
- (b) The Database administrator may at any time vary or withdraw the access rights of a user. In each case, the IAIS will use its reasonable efforts to inform the user of this action by e-mail once the decision is made.

7.2 Breach of terms

If a user or his or her Participating Institution breaches any of these terms of use and fails to remedy such breach within a reasonable time, the IAIS reserves the right to take any appropriate measures for the protection of other users and their Participating Institutions. These may include (but will not be limited to) restricting or withdrawing the Database access rights of the relevant user or his or her Participating Institution.

8. Connections to the Database

- 8.1 Each Participating Institution that wishes to obtain access to the Database is responsible for providing and maintaining the necessary lines of communications, servers and all other equipment, and for bearing any associated costs.
- 8.2 Although the IAIS will use all its reasonable efforts to ensure that the technical infrastructure required to support the Database operates effectively, it shall not be responsible for any technical delays, interruptions or failures in respect of its operation of the Database, nor for any loss or damage suffered by any Participating Institution or user as a result of any of these events.
- 8.3 If a user wishes to download any documents from the Database, it is the responsibility of his or her Participating Institution to perform any appropriate scanning or other anti-virus precautions. Although the IAIS will use its reasonable efforts to ensure that documents circulated on the Database do not contain viruses, it shall not be responsible for any loss or damage to the computer systems of any person caused by any documents downloaded from the Database.

9. **The Database facility**

9.1 **Changes**

The IAIS may make changes to the structure, management or content (questions and chapters) of the Database at any time without prior notice; although it will try to give prior notice of such changes, where applicable.

9.2 **Suspension**

The IAIS may suspend the Database facility at any time and without prior notice for any reason (including, but not limited to, technical or security issues) for any period it considers necessary.

9.3 **Termination**

The IAIS may terminate the Database facility at any time and for any reason, although it will try to give all users and their Participating Institutions reasonable prior notice.

10. **Other matters**

10.1 **Amendment of terms of use**

The IAIS may amend these terms at any time. The amendments are notified to all Participating Institutions and are posted on the IAIS website. The amendment shall become effective within the period of time specified in the notice.

10.2 **Instructions**

Each Participating Institution and its users agree to follow any instructions given by the Database administrator regarding the use of the Database, provided such instructions are not inconsistent with these terms.

11. **Governing law**

These terms are governed by the laws of Switzerland and are subject to the exclusive jurisdiction of the courts of the Canton of Basel-Stadt, Switzerland, with possible recourse to the Swiss Federal Tribunal.

12. **Severability Clause**

If any provisions of these terms or its application to any person or legal entity or circumstance, is held invalid, the remainder of the terms, or the application of the provision to other persons or legal entities or circumstances, shall not be affected.