

# **INTERNATIONAL ASSOCIATION OF INSURANCE SUPERVISORS**



## **PRINCIPLES AND TERMS OF USE OF DATABASE FOR NON-CONTRIBUTORS**

**MAY 2009**

**INSURANCE LAWS DATABASE  
PRINCIPLES AND TERMS OF USE  
FOR NON-CONTRIBUTING MEMBERS, OBSERVERS AND  
ACADEMIC OR NON-PROFIT ORGANIZATIONS  
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.

While this Database has been established primarily for the sharing of information among IAIS Member supervisors, the IAIS have agreed to make the majority of the Database (that is, other than highly sensitive, confidential data) accessible to IAIS Members that do not contribute to the Database, and to IAIS Observers. Additionally, similar access may be granted at the discretion of the IAIS on a case by case basis to non-profit or academic institutions engaged in research in relevant areas that request access from the IAIS. All entities that have access to the Database consistent with these terms of use are referred to in this document as "Accessing Institutions". Their staff members 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 Contributors.

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

**3. Copyright and usage of data and information**

**3.1 Copyright**

Materials available on the Database, including the compilation of materials and the pages holding them, are protected by copyright, with the 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 Accessing 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.

- a) For IAIS Non-Contributing Members and Observers, the licence shall be generally 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.
- b) Non-profit or academic institutions should provide the IAIS with a detailed research proposal requesting access to the Database for a specific period of time. The licence shall be generally for a period of one year or such other period as agreed with the IAIS, but shall not be subject to automatic renewal; other forms of termination as provided in these terms of use remain applicable. In return for access of the Database, upon completion of the relevant research, it is expected that copies of the same will be communicated to the IAIS.

Any use of the materials must contain notice of IAIS copyright, and must be accompanied by acknowledgement 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](mailto:iais@bis.org)). Distribution for commercial purposes or for compensation of any kind is expressly prohibited.

#### 4. **Limitations of Responsibilities**

##### 4.1 **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.

##### 4.2 **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 Accessing 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 Accessing Institution and/or user.

#### 5. **Access to Insurance Laws Database**

##### 5.1 **Access by users**

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 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.

## 5.2 **Access by the IAIS**

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

## **6. Withdrawal or variation of access rights**

### **6.1 General**

- (a) A user or his or her Accessing 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 by e-mail as soon as practicable after the decision is made.

### **6.2 Breach of terms**

If a user or his or her Accessing 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 Accessing 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 Accessing Institution.

## **7. Connections to the Database**

- 7.1 Each Accessing 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.
- 7.2 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 Accessing Institution or user as a result of any of these events.
- 7.3 If a user wishes to download any documents from the Database, it is the responsibility of his or her Accessing 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.

## **8. The Database facility**

### **8.1 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.

### **8.2 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.

### **8.3 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 Accessing Institutions reasonable prior notice.

9. **Other matters**

9.1 **Amendment of terms of use**

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

9.2 **Instructions**

Each Accessing 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.

10. **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.

11. **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.

The undersigned hereby certify on behalf of themselves and their institution that they have read these terms and conditions and agree that the relation with and use of the Database by the institution and its individual users shall be governed hereby.

**INSTITUTION NAME**

\_\_\_\_\_

Authorised official(s)

By

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_