

**[Date]**

**ARRANGEMENT**  
**(MODELE)**

**Between the Insurance Supervisory Authority of Switzerland  
and**

**the Insurance Supervisory Authority of (name of country)**

**Ansichtsexemplar**

## **Arrangement**

**Between**

**Federal Office of Private Insurance (FOPI)  
and**

**Switzerland**

**(name of Authority)**

**(country)**

### **I. Recitals**

- A. The FOPI is the Swiss Supervisor of Private Insurance. As such it administers the Federal Law for Insurance Supervision of June 23, 1978, which provides for the supervision of private life, non life insurance, as well as reinsurance companies.
- B. (presentation of other Authorities)
- C. In this arrangement, unless the context requires otherwise, “Authority” means one of the Authorities that have signed this arrangement.
- D. The Authorities wish to enter into this arrangement to provide a formal basis for co-operation, including for the exchange of information and investigative assistance. They believe such co-operation will enable them to more effectively perform their functions.
- E. The Authorities wish moreover to enter this arrangement to provide a formal basis for the co-operation in respect of the consolidated supervision of insurance groups or finance conglomerates.

## **II. Purpose and Principles**

1. The purpose of this arrangement is to establish a formal basis for co-operation, including the exchange of information and investigative assistance.
2. The purpose of this arrangement is also to involve the Authorities in the consolidated supervision of the groups and conglomerates that are under consolidated supervision of FOPI or where a Swiss undertaking is concerned.
3. This arrangement does not modify or supersede any laws or regulatory requirements in force in, or applying to the country of each Authority. This arrangement sets forth a statement of intent and accordingly does not create any enforceable rights. This arrangement does not affect any other arrangements.
4. The Authorities acknowledge that they may only provide information under this arrangement if permitted or not prevented under applicable laws, regulations and requirements.

## **III. Co-operation for the consolidated/supplementary supervision for Insurance Groups and Conglomerates**

5. The Authorities agree that the aim of co-operation is to ensure optimal consolidated/supplementary supervision. The consolidated/supplementary supervision should be carried out efficiently and effectively, and should form no unnecessary burden for the insurance undertakings subject to consolidated/supplementary supervision nor for the authorities involved.
6. The Authorities share the ultimate aim of ensuring optimal, effective and efficient supervision and will put in all reasonable efforts to exercise the co-operation and co-ordination in a spirit of mutual trust.
7. The Authorities should strive for forms of co-operation in the exercise of the consolidated/supplementary supervision which are sufficiently flexible, and which are based on a genuine wish to work together.
8. The FOPI participates actively in all possible coordination actions or meetings when a Swiss undertaking is concerned.
9. When Swiss based groups or conglomerates are submitted to consolidated supervision by FOPI, the latter will coordinate the consolidated supervision with the competent Authorities.

## **IV. Procedure for Requests**

### **Provision of Unsolicited Information**

10. The Authorities may provide information, or arrange for information to be provided, on a voluntary basis even though no request has been made.

## **Request**

11. If a request for assistance is made, each Authority will use reasonable efforts to provide assistance to the other, subject to its laws and overall policy.
12. Requests for the provision of information or other assistance should be made in writing, or made orally to the usual contact persons. In urgent cases, requests may be made in summary form to be followed as soon as possible by a full request.
13. Requests should specify:
  - a) the information or other assistance requested;
  - b) a description of the conduct or suspected conduct which gives rise to the request;
  - c) the purpose for which the information is sought (including details of the laws and regulatory requirements pertaining to the matter which is the subject of the request);
  - d) the persons believed by the requesting Authority to possess the information sought, or the place where such information may be obtained, if the requesting Authority is knowledgeable thereof;
  - e) to whom, if anyone, onward disclosure of information is likely to be necessary and the reason for such disclosure;
  - f) the desired time period for the reply.

## **Assessment**

14. Each request for assistance should be assessed on a case-by-case basis by the requested Authority to determine whether assistance can be provided under the terms of this arrangement. In any case where the request cannot be fulfilled in part or whole, the requested Authority may consider whether there may be other assistance which can be given by itself or by any other authority in its jurisdiction.
15. In deciding whether and to what extent to fulfil a request, the requested Authority may take into account:
  - a. whether the request conforms with this arrangement;
  - b. whether the provision of assistance would be so burdensome as to disrupt the proper performance of the requested Authority's functions;
  - c. whether it would be otherwise contrary to the public interest or the essential national interest of the requested Authority's jurisdiction to give the assistance sought;
  - d. whether complying with the request may otherwise be prejudicial to the performance by the requested Authority of its functions.
16. The authorities recognise that assistance may be denied in whole or in part for any of the above reasons in the discretion of the requested Authority.

## **Contact Points**

17. The Authorities will provide a list of contact points to which information or requests for information or assistance under this arrangement should be directed.

## **Costs**

18. If the cost of fulfilling a request is likely to be substantial, the requested Authority may, as a condition of agreeing to give assistance under this arrangement, require the requesting Authority to make a contribution to costs.

## **V. Permissible Use and Confidentiality**

19. An Authority that receives non-public information under this arrangement agrees to treat such information as confidential in accordance with the provisions of this arrangement.
20. An Authority that receives non-public information under this arrangement may use that information for the purposes set forth in the request for assistance, and for its supervision functions.
21. If the recipient Authority intends to use information provided under this arrangement for any purpose other than those contemplated in paragraph 20, it will seek the prior consent of the Authority providing the information.
22. The recipient Authority will endeavour to comply with any restrictions on the use or disclosure of information that are agreed when the information is provided.
23. The requesting Authority confirms that it will seek consent from the requested Authority before disclosing non-public information it receives under this arrangement.
24. If the requesting Authority is subject to a mandatory disclosure requirement or receives a legally enforceable demand for information under applicable laws, regulations and requirements, the requesting Authority will notify the requested Authority of its obligation to disclose and will endeavour to seek consent from the requested Authority before making a disclosure. If the requested Authority withholds its consent, the requesting Authority will use its best efforts to protect the confidentiality of non-public information obtained and, if necessary, to resist disclosure, including by asserting such appropriate legal exemptions or privileges with respect to that information as may be available, for example by advising the concerned court or requesting party of the possible negative consequences of a disclosure on future co-operation between the Authorities.
25. The Authorities agree to treat the non-public information received under this arrangement as confidential to the extent permitted by law even after termination of this arrangement.

## Consultation

26. The Authorities will keep the operation of this arrangement under review and will consult
- a. in the event of a dispute over the meaning of any term used in the arrangement,
  - b. in the event of a substantial change in the laws, regulations or practices affecting the operation of the arrangement,
  - c. in the event of proposing to terminate this arrangement,
  - d. whenever necessary, with a view to improving its operation and resolving any matters.

## Commencement, Termination and Amendment

27. This arrangement will take effect when both Authorities have signed it and will continue to have effect until terminated by either Authority giving 30 days advance written notice to the other Authority. It may be amended by agreement in writing.

## Executed by the Parties:

### For the FOPI

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(name and title)

Date:

### For the (name of Authority)

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(name and title)

Date: