

Memorandum of Understanding



between the

*Superintendência de Seguros Privados -
SUSEP/ Ministério da Fazenda do
Brasil*

& the

*National Association of Insurance
Commissioners*

Memorandum of Understanding between the National Association of Insurance Commissioners (NAIC) and the Superintendência de Seguros Privados (SUSEP)

The **Superintendência de Seguros Privados - SUSEP**, Federal Autarchy, linked to the Ministério da Fazenda do Brasil, with its headquarter at Rua Buenos Aires, # 256, Centro – Rio de Janeiro – RJ, Brasil, henceforth named SUSEP, here represented by its Superintendent, Mr. Renê Garcia de Oliveira Junior, and the members of the **National Association of Insurance Commissioners - NAIC**, a non profit Delaware corporation, henceforth named NAIC, here represented by NAIC President Alessandro Iuppa (Superintendent of Insurance, Maine) recognizing the increasing international activity in insurance markets and the corresponding need for mutual cooperation between the relevant supervisory authorities as a means for improving their effectiveness in administering and enforcing the insurance laws of their respective jurisdictions, have reached the following understanding, by the clauses and conditions set out below:

CLAUSE 1 – DEFINITIONS

For the purposes of this Memorandum of Understanding, we comprehend by:

Parties or Authorities:

- Superintendência de Seguros Privados - **SUSEP**, autarchy linked to the Brazilian Ministério da Fazenda.
- National Association of Insurance Commissioners - **NAIC**, a non profit Delaware corporation, acting on behalf of its members, who are the chief insurance regulatory officers in each of the fifty States, the District of Columbia and the U.S. territories.

Requested Authority: the Authority to whom a request under this Memorandum is addressed.

Requesting Authority: the Authority making a request under this Memorandum

Laws, regulations and requirements: the provisions of the laws, or the regulations and requirements enacted in Brazil and the fifty States, the District of Columbia and the U.S. territories, for the purpose of regulating the business of insurance.



CLAUSE 2 – OBJECTIVES

2.1 This Memorandum of Understanding sets forth the basis upon which **SUSEP** and **NAIC, acting on behalf of its members**, propose to help insurance supervisors, in Brazil and the United States, by providing a framework for co-operation, increased mutual understanding, the exchange of information and technical assistance, facilitating the performance of their insurance regulatory functions for the purpose of maintaining efficient, fair, safe and stable insurance markets for the benefit and protection of policyholders to the extent permitted by the respective laws, regulations and requirements of Brazil and the fifty States, the District of Columbia and the U.S. territories.

2.2 The parties agree to appoint their respective liaison officers for the purpose of improving relations between insurance regulators in Brazil and the United States of America; to exchange information and to educate members of SUSEP and NAIC on insurance regulatory practices in the respective countries; to foster open communication among regulators; and to encourage cooperation among regulators on matters of common interest.

CLAUSE 3 – SCOPE

3.1 The parties agree to:

- a. use their best efforts to provide the fullest mutual assistance , subject to applicable laws and overall policy, in the areas of administration and enforcement of the laws, regulations and requirements relating to the business of insurance;
- b. engage in consultations, as appropriate, on mutually agreeable approaches, designed to enhance the integrity and efficiency of their respective insurance markets and the exercise of insurance market supervisory functions.

3.2 All communications between the Authorities should be made through their respective liaison officers, listed in Annex # 1, unless otherwise agreed.

3.3 The parties' liaison officers should meet once a year at previously and mutually agreeable locations, but more meetings may be arranged by mutual agreement, if necessary.

3.4 The parties will provide language interpreters on an alternating basis, as necessary.

3.5 The parties will provide mutual assistance periodically through:

- a. training held in the host country;
- b. participation in internships with specific educational focus;
- c. educational seminars held in the host country; and

d. provision of training manuals/material.

3.6 The liaisons should establish an annual work program to focus on specific regulatory issues of mutual interest.

3.7 Information exchange, training, technical assistance programs and other related activities, should be conducted consistent with the work program and based on the availability of expert participants from SUSEP, the NAIC, and NAIC members.

3.8 Additional work on issues of common interest that are identified by the liaisons will be conducted throughout the year as necessary.

3.9 The parties recognize the need and the desirability of providing mutual assistance and exchanging information to assist each other in better understanding and otherwise coordinating compliance with applicable laws, regulations and requirements. However, assistance may be denied on the grounds of public interest.

CLAUSE 4 – INDIVIDUAL REQUESTS FOR ASSISTANCE

4.1 Any individual request for assistance made under this Memorandum outside the annual work program will, wherever possible, be in writing, but in cases of urgency it may be oral and confirmed in writing within 10 (ten) days.

4.2 Any request for assistance made under this Memorandum shall be addressed to the Requested Authority's liaison, listed in Annex #1, or that individual's nominee.

4.3 In deciding whether to accept or decline a request the Requested Authority will, in particular, take account of:

- a. matters specified by the laws and regulations in the country or jurisdiction of the Requested Authority and its members;
- b. whether the request involves an assertion of regulatory jurisdiction not recognized by the country of the Requested Authority or a member thereof;
- c. whether it would be contrary to the public interest of the Requested Authority, or a member thereof, to give the assistance sought; and
- d. the resources available to the Requested Authority to deal with the request.

CLAUSE 5 – CONSULTATIONS AND AMENDMENTS

5.1 The parties will keep the operation of this Memorandum under continuous review and consult with a view to improving its operation and resolving any matters.

5.2 Where the specific conduct set out in the request for assistance may constitute a breach of law, regulations or requirements in either the territory of the Requesting or the Requested Authorities and/or its members, the relevant Authorities will consult in order to determine the most appropriate means for each Authority to provide assistance,

considering that no provision herein shall be interpreted as superseding, amending, revoking or otherwise changing any law relating to SUSEP or in the fifty States, the District of Columbia or the U.S. territories.

5.3 Any of the conditions of this Memorandum may be amended or waived by mutual agreement.

CLÁUSE 6 – TERMINATION

6.1 This Memorandum will continue to have effect unless terminated by one of the Authorities.

6.2 The intent to terminate should be communicated by and through the appointed liaison officer giving 30 (thirty) days advance written notice to the other party that the understandings herein are no longer to have effect.

CLAUSE 7 – ENTRY INTO EFFECT

7.1 This Memorandum will be effective from the date of its signature by SUSEP and the NAIC.

7.2 This Memorandum does not modify or supersede any laws, regulations or requirements in force in, or applying to, SUSEP or members of the NAIC, or the jurisdictions in which they are authorized to regulate the business of insurance, nor does it create directly or indirectly any enforceable rights.

7.3 Each party, when applicable and considered an indispensable condition to the applicability of this Memorandum, shall arrange to publish a summary in the official gazette of the relevant jurisdiction, according to its own regulations and deadlines established.

This Memorandum of Understanding is hereby entered into as evidenced by the signatures of the following representatives of SUSEP and the NAIC on the 4 (four) copies with the same content, 2 (two) written in Portuguese and 2 (two) written in English.

SUSEP

NAIC

Superintendência de Seguros Privados
Superintendente

National Association of Insurance Commissioners
President

Date

Date



Anexo 1

NAIC Contact:

Mr. George M. Brady III
NAIC International Counsel
444 North Capitol St. #701
Washington, DC 20001
Tel: 1.202.624.7790
Fax: 1.202.624.8579

SUSEP Contact:

Sra. Regina Lúcia Giordano Simões
Coordenadora de Assuntos Internacionais
Superintendência de Seguros Privados (SUSEP)
Rua Buenos Aires, 256 – Centro
Rio de Janeiro, Brasil
CEP 20061-000
Tel: 55 (021) 3806-9822
Fax: 55 (021) 2224-8075

