

MEMORANDUM OF UNDERSTANDING

between

The Taiwan Insurance Institute (TII)

and

The National Association of Insurance Commissioners (NAIC)

December 2022

**Memorandum of Understanding
Between the Taiwan Insurance Institute
And the National Association of Insurance Commissioners**

The Taiwan Insurance Institute (TII), and the members of the National Association of Insurance Commissioners (NAIC), recognizing the increasing international activity in insurance markets and the corresponding need for mutual cooperation between the relevant organizations as a means for improving their effectiveness in understanding the insurance industry in their respective jurisdictions, have reached the following understanding:

1. DEFINITIONS

For the purposes of this Memorandum of Understanding (MoU), the terms set out below have the assigned meanings unless the context requires otherwise:

“Party” means either:

- (i) The Taiwan Insurance Institute (TII), a non-profit foundation, approved by the Ministry of Finance in 1985 to establish in the Republic of China (Taiwan), registered with Taipei District Court, and designated by the Financial Supervisory Commission as a government- controlled juridical person, acting to facilitate the sound development of the insurance industry and promote the interests of insurers, the insured, and the general public.
- (ii) The 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.
- (iii) TII and NAIC collectively will be referred to as “the Parties” throughout this MoU;

“Laws, regulations, rules, and requirements” means the provisions of the laws, the regulations and requirements enacted in the Republic of China (Taiwan), the fifty U.S. states, the District of Columbia and the U.S. territories, for the purpose of regulating the business of insurance;

“Requested Party” means the Party to whom a request is made under this MoU;

“Requesting Party” means the Party making a request under this MoU.

2. OBJECTIVES

- 2.1 This Memorandum sets forth the basis upon which the NAIC, acting on behalf of its members, and the TII propose to provide for mutual assistance and the exchange of information for the purpose of facilitating the goals and missions of their respective organizations under the respective laws, regulations and requirements of the jurisdictions of the organizations. The purpose of the Memorandum is to facilitate the development and regulation of efficient, fair, safe and stable insurance markets for the benefit and protection of policyholders, by providing a framework for co-operation, increased mutual understanding, the exchange of information and technical assistance to the extent permitted by laws, regulations and requirements.
- 2.2 The NAIC and the TII agree to appoint respective contact officers for the purpose of improving relations between the organizations; to exchange information and to educate members of the NAIC and the TII on insurance regulatory practices and industry trends in the respective countries; to foster open communication among industry stakeholders; and to encourage cooperation among industry stakeholders on matters of common interest.
- 2.3 The Parties intend to:
 - a. use their best endeavors to ensure that the fullest mutual assistance is provided within the terms of the memorandum; and
 - b. engage in consultations, as appropriate, on mutually agreeable approaches designed to enhance the integrity and efficiency of their respective insurance markets.
- 2.4 This MoU does not modify or supersede and is subject to all laws, regulations, rules and requirements in force in, or applying to, the TII or the NAIC and its members.
- 2.5 This MoU does not create directly or indirectly any enforceable rights.

3. SCOPE

- 3.1 The Parties propose to ensure that mutual assistance is provided to the other, subject to applicable laws and overall policy, in the areas of insurance regulatory practices and industry trend, the development of laws, regulations and requirements relating to the business of insurance, and other matters of common interest.
- 3.2 Contact officers from TII and the NAIC should meet once a year either virtually or in-person
- 3.3 The Parties will provide mutual assistance periodically through:
 - a. relevant training or educational seminars held either virtually or in-person in the host Party's jurisdiction;
 - b. sharing aggregated industry statistics and related non-confidential information;
 - c. bilateral visits as mutually agreed upon; and
 - d. any other issues of common interest.

- 3.4 The Parties recognize the need and desirability of providing mutual assistance and exchanging information to assist each other in better understanding insurance regulatory practices and insurance trends, including applicable laws, industry statistics, regulations, rules, and requirements. However, assistance may be denied on the ground of public interest.
- 3.5 The Parties will bear their own respective expenses that may be incurred by them under the MoU. However, where the cost of fulfilling a request is deemed substantial, the requested Party may on a case-by-case basis request the requesting Party to bear some of or all of such costs.

4. REQUESTS FOR ASSISTANCE

- 4.1 Any request for assistance made under this MoU should be in writing, but in cases of urgency it may be oral and confirmed in writing within 10 days.
- 4.2 A request for assistance made under this Memorandum shall be addressed to one of the requested Party's contact officers listed in Annex 1, or that individual's nominee.
- 4.3 In deciding whether to accept or decline a request the requested Party will, in particular, take account of:
- a. matters specified by the laws and regulations in the jurisdiction of the requested Party;
 - b. any confidentiality concerns implicated by the request;
 - c. whether it would be contrary to the public interest of the requested Party, or a member thereof, to give the assistance sought; and
 - d. the resources available to the requested Party to deal with the request.

5. CONSULTATIONS AND WAIVER

- 5.1 The Parties will keep the operation of this MoU under continuous review and consult with a view to improving its operation and resolving any matters.
- 5.2 Where the specific approach set out in the request for assistance may constitute a breach of a law, regulation or requirement in either the territory of the requesting or the requested Parties, the relevant Parties will consult in order to determine the most appropriate means for each Party to provide assistance.
- 5.3 Any of the conditions of this MoU may be amended or waived by mutual agreement between the Parties in writing.

6. TERMINATION

- 6.1 This MOU shall remain in effect for three (3) years and shall be extended automatically for the same period unless one Party gives prior written notice to the

other Party of its intention to terminate this MOU. Such notice of termination must be provided in writing, at least three (3) months prior to the expiration date.

7. CONTACT OFFICERS

7.1 All communications between the Parties should be between the principal points of contact listed in Annex 1 unless otherwise agreed.

8. ENTRY INTO EFFECT

8.1 This MoU will be effective from the date of its signing by the Parties.

This Memorandum of Understanding is hereby entered into as evidenced by the signatures of the following representatives of the TII and the NAIC.

FOR THE TAIWAN INSURANCE
INSTITUTE

FOR THE NATIONAL ASSOCIATION OF
INSURANCE COMMISSIONERS

Hsien-Nung Kuei
Chairman

John L. Camera
President

12.01.2022
Date

12.01.2022
Date

Annex 1

NAIC Contact Officer:

Mr. Maurice Maloney
International Policy and Bilateral Affairs Advisor
444 North Capitol St. #700
Washington, DC 20001
Tel: 1.202.471.3976
Email: mmaloney@naic.org

TII Contact Officer:

Ms. Sandra Yang
Acting Director, International Affairs Department
6F, No.3, Nan Hai Road,
Taipei 100, Taiwan, ROC
Tel: +886 02 2397 2227 ext 501
Email: sandra@tii.org.tw

Note: Any change of contact officer should be notified in writing.