

**BRE-JBZ**

**From:** Kaai, Geran  
**Sent:** vrijdag 3 april 2015 15:54  
**To:** Verweij, Ellen  
**Subject:** FW: impact: General Data Protection Regulation  
**Attachments:** Chapter II and III - comments and suggestions 03 February 2015.pdf; BIPAR Manifesto-EN-September2014.docx

**Follow Up Flag:** Follow up  
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**From:** BRE-JUS  
**Sent:** donderdag 5 februari 2015 11:44  
**To:** Grave, Martijn-de; Ruiters, Mienieke-de; Alink, Marnix; Kaai, Geran; Sorel, Alexander; Luijsterburg, Sander; Zwart, Jan; Kroner, Laetitia; Leenders, Sophie; Rip, Jet; Kellij-Smit, Nanda  
**Subject:** FW: impact: General Data Protection Regulation

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**Van:** [Redacted]  
**Verzonden:** donderdag 5 februari 2015 11:43:06 (UTC+01:00) Brussels, Copenhagen, Madrid, Paris  
**Aan:** BRE-JUS  
**Onderwerp:** impact: General Data Protection Regulation

Geachte heer Kaai,

Graag vragen wij uw aandacht voor de General Data Protection Regulation die op dit moment in discussie is binnen de Council.

Het gaat met name op de impact van de voorstellen voor de verzekeringspraktijk en belemmeringen als gevolg van de regelgeving voor de dienstverlening naar consumenten.

Onze Europese Koepel, BIPAR heeft een impact analyse gemaakt die wij graag onder uw aandacht brengen. Bij de analyse vindt u voorstellen voor aanpassing van de regulation, waarmee de bezwaren inzake belemmering van dienstverlening voor consumenten kunnen worden weggenomen.

Mocht u een nadere toelichting willen dan geven wij die graag. Voor uw informatie doe ik u een paper toekomen over BIPAR en de aangesloten brancheverenigingen in de diverse Member States.

Adfiz is de Nederlandse branchevereniging voor de financiële adviseurs.

Met vriendelijke groet,

[Redacted]  
Beleidsadviseur

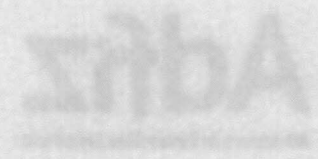


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## General Data Protection Regulation- Comments and suggested amendments to Chapters II and III

### Lawfulness of processing ( Article 6)

#### What is at stake?

- The question of the **lawfulness of processing** of Article 6 is crucial: it is essential to ensure that the processing of sensitive personal data would not be in breach of the Regulation when it is in the third party's legitimate interests that their sensitive personal data is processed.
- The Commission text refers to the "vital" interest of the data subject, which is too narrow. This point has not been amended by the Parliament nor by the Council (as of 1 December 2014).
- It could potentially be very difficult to argue that insurance or benefiting from insurance being in place is "vital". **However, not being covered by insurance or not being able to receive a claim under the insurance may indeed be thoroughly detrimental to the data subject.**
- The data subject may not be a party to the contract but its beneficiary and therefore not covered by Article 6.1.b (processing is necessary for the performance of a contract). This is very important in situations where a (re)insurance broker and/or (re)insurer may not have a direct relationship with a data subject, he may therefore not be able to obtain consent directly from the data subject and whilst the processing of the personal data may be necessary to the performance of a contract of (re)insurance it is quite possible that the data subject may not be a party to the contract though it may potentially **be a beneficiary** of a contract (**Article 6.1b**)).
- The latest Council text of 1 December, and the European Parliament's text, amends Article 6.1.f by including a reference to the legitimate interest pursued by the controller *or by a third party*. This amendment may positively bypass this difficulty.

#### Practical examples for the insurance sector

There is for instance the example of a **car accident** where a person with a motor insurance contract is responsible for a road traffic accident in which a third party suffers important injuries. This third party must receive compensation from the insurance company of the person responsible, but there is no contractual relationship between this third party and the insurance company or the insurance broker/agent of the person responsible. Therefore, there is, in the current version of the text, no opportunity for the insurance company or insurance broker/agent to obtain the third party's consent to process their sensitive personal data or inform the data subject on the legitimate interests pursued and the right to object. It is therefore, essential to ensure that the processing of such sensitive personal data would not be in breach of the Regulation, since it is in the third party's legitimate interests that their sensitive personal data is processed to allow them to recover compensation from insurers.

Other examples concern for instance the case of a **Private Medical Insurance** where a policyholder looking to cover family members would have to disclose their personal details and the case, in **life insurance**, the case where the insurance company would need to know the personal details of the next-of-kin to whom they should be paying on the death of the policyholder.

Regarding the question of the unambiguous or explicit consent, in cases of **short-term non-**

**investment insurance contracts**, how often would the firm need to obtain that evidence - at every renewal or at every mid-term adjustment?

Finally, there are cases where, in case of a **car insurance**, the policyholder is allowed to add temporary additional drivers. Would the intermediary / undertaking have to get hold of that unambiguous/explicit consent from the temporary additional driver before they were able to process the policyholder's request?

#### Suggested amendment

1. Processing of personal data shall be lawful only if and to the extent that at least one of the following applies:-
  - (a) The data subject has given unambiguous consent to the processing of their personal data for one or more specific purposes;
  - (b) Processing is necessary for the performance of a contract to which the data subject is party **or a beneficiary** or in order to take steps at the request of the data subject prior to entering into a contract;
  - (c) Processing is necessary for compliance with a legal obligation to which the controller is subject;
  - (d) Processing is necessary in order to protect the vital **or legitimate** interests of the data subject;
  - (e) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
  - (f) Processing is necessary for the purpose of the legitimate interests pursued by the controller or by a **third party to whom the data are disclosed**, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child. This subparagraph shall not apply to processing carried out by public authorities in the exercise of their public duties.

Regarding Article 6.1.f, we also support the amendment included in the latest Council text of 1 December 2014 which is very similar to the amendment we suggest.

### Conditions for consent (Article 7)

#### What is at stake?

- The right to revoke consent, as it is defined in the proposed regulation would seriously jeopardize the necessary stability of insurance contracts.
- The wording should be clarified and precisely state what happens to the contract of insurance once the right to withdraw consent has been invoked. Does the contract of insurance become null and void? If so, the customer would be unprotected as a result of his request. The European Parliament made a positive reference to the fact that the data subject shall be informed of the consequences of the withdrawal of consent in its amended text.
- A clarification regarding the fact that the processing of data may also be based on other grounds (fraud prevention for instance) is also necessary.

#### Practical example for the insurance sector

There is for instance the example of a health insurance contract. The data subject may decide to revoke his consent to the processing of the data by the controller and/or the processor. He may

however not realise that the consequence might be the **termination of the contract and therefore that he is not covered anymore for the costs resulting from health problems he may have in the future.**

#### **Suggested amendment**

3. The data subject shall ***on compelling legitimate grounds*** have the right to withdraw his or her consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent **or based on other grounds** before its withdrawal. ***The data subject shall be informed by the controller if withdrawal of consent may result in the termination of the services provided or of the relationship with the controller and the processor.***

### **Processing of special categories of personal data (Articles 9 + 20)**

#### **What is at stake?**

- Health data is one of the specific categories of data referred to in Chapter IX of the proposal.
- Under Article 9 of the proposal, **the processing of such data shall be prohibited unless it complies with the requirements of Article 9.2**
- There is no reference in Article 9 or in Article 81 to the fact that such processing may be necessary for the purposes of insurance and reinsurance services, **the conclusion and performance of a health insurance contract.**
- There should be a clarification, for legal grounds, regarding the fact that such processing for such purposes is authorized, either in Article 9.2, like in the European Parliament's text, or in Article 81, like in the Council text of 22 September 2014.

#### **Suggested amendments**

The Council and national delegations have tabled amendments to the Commission's proposal which positively solve these problems listed above.

We support the amendment below to Article 9:

2. Paragraph 1 shall not apply if one of the following applies :  
[...] (j) **processing is necessary for the purposes of insurance and reinsurance, in particular the conclusion and the performance of insurance contracts, the processing of statutory claims, the evaluation of risks, the establishment of tariffs, compliance with legal obligations and the combating of insurance fraud**

An insurance broker or insurer may need to undertake profiling of a data subject in order to accurately evaluate a potential insured's risk. For example, an insurance broker will need to profile a potential insured in order to accurately assess the relevant risk and identify the relevant insurance cover required for the potential insured.

The evaluation of risks for the purposes of insurance and reinsurance must be captured as a legitimate processing activity. In order to permit profiling for the purpose of evaluating risk in an insurance/reinsurance context and to ensure a correct inter-connection between **Article 9.2 and Article 20.1a on profiling**, we suggest the following amendment to Article 20:

1a.

A data subject may be subject to a decision referred to in paragraph 1 only if it (...) (aa) is necessary for the purposes of insurance and reinsurance, in particular the evaluation of risks

## **Transparent information, communication and modalities for exercising the rights of the data subject (Article 12)**

The removal of the right to charge for subject access requests could see a significant increase in the volume of requests which intermediaries, mainly SMEs, may have to deal with. This will result in the need for additional resource and push up the costs of doing business. While businesses are able to charge for a fee for dealing with vexatious requests under the proposed Regulation, We therefore welcomes the delegated Acts under Article 12.5 that would empower the European Commission to clarify what the terms 'manifestly excessive' and 'repetitive character' means in the context of the Regulation. This element is however deleted in the latest Council text.

We welcome the fact that appropriate measures will be taken in this respect for micro and SMEs by the European Commission via implementing acts. Again, it is important that the industry is consulted during the drafting of these measures. These measures have also been deleted in the European Parliament report and in the latest Council text. We believe they should be reintroduced in the final Council general approach document. We would therefore suggest the following amendment, based on the European Commission proposal:

**Article 12.5 (new): The Commission may lay down standard forms and specifying standard procedures for the communication referred to in paragraph 2, including the electronic format. In doing so, the Commission shall take the appropriate measures for micro, small and medium-sized enterprises. Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 87(2).**

## **Information to the data subject (Article 14)**

We believe that some elements of article 14 in the Commission's proposal are too prescriptive and that the costs of implementing the requirements of this article may outweigh the benefits to the data subject. For example Article 14.1(c) which requires the controller to explain the period for which the personal data will be stored. Determining storage times for data can be very difficult given the long tail nature of some of the business that the insurance market underwrites e.g. environmental liability, employers' liability, health. We would also like to underline that the current list of information that needs to be disclosed to each data subject is impractical if an intermediary is a controller.

The European Parliament's text on the point 5. bb) takes into account the size of the company processing the data. We therefore would suggest to make the following amendment to the Council draft General Approach:

Article 14  
Information to the data subject

[...]

**5. Paragraphs 1 to 4 shall not apply, where:**

[...]

**(b) the data are not collected from the data subject and the provision of such information proves impossible or would involve a disproportionate effort and generate excessive administrative burden, especially when the processing is carried out by a SME as defined in EU recommendation 2003/361;**

### **Right to be forgotten and to erasure (Article 17)**

We believe that the concept of “right to be forgotten” is not workable for insurance products and services. It will be difficult to implement and to prove: when controllers are large companies with multiple interfacing IT systems or when they are SMEs with limited financial and technical means, they do not necessarily have the capacity to prove without any doubt that the data has been completely erased. While an organisation can certainly honour the requests of an individual not to share, process, or use his/her personal data, the complete erasure of their data and proof that such a request has been honoured is arguably a requirement that cannot be satisfied unilaterally by an organisation.

We think that this article places unrealistic expectations on data controllers, not only to delete all the personal data that they hold on a data subject, but also, where that data has entered the public arena and been replicated online, to try to secure its deletion by third parties.

We are concerned about how businesses actually confirm that the identity of the person requesting deletion of their data is authentic, particularly if they are received electronically from a computer the security of which may already have been compromised for the purposes of financial crime.

We are also concerned that the data subject’s right to be forgotten and to erasure could have an impact on assessing financial and insurance risks, debt recovery, risk rating and pricing. Such requests may also undermine intermediaries’ efforts to ensure that their businesses are not used for the purposes of financial crime such as fraud and money laundering. It will also have an impact on the sales process if data has to be sought again from the data subject. This could result in a more intrusive and lengthy sales process, which will have a knock-on-effect for intermediaries particularly those operating in a telesales environment.

Furthermore, a complete erasure does not take into account the need for insurance intermediaries to resolve complaints, defend claims (errors or omission) or comply with legal or regulatory obligations nor the fact that the data can be used as a proof during a trial and therefore should be kept even if the controller does not need and use it anymore.

For industry sectors and services that depend upon the analysis of actuaries who analyse data for corporations for such corporate purposes related to pension contribution estimations or group insurance, the ability to retain the data that is the basis of the actuary’s work is the only way to defend their work product in event of a formal legal challenge to the actuary’s conclusions.

The European Parliament takes into account these kinds of concerns, in its point 17.2 in particular and we would support comparable amendments in the Council’s General Approach as well.

The European Parliament's text also refers only to the right to erasure, which in practical terms seems more realistic. We believe that, concerning this point, the Council should adopt the same approach.

We believe that a realistic approach of the right to erasure could for instance be based on the following amendment:

#### Article 17

##### Right to be forgotten and to erasure

1. *The controller shall have the obligation to erase personal data without undue delay and the data subject shall have the right to request to obtain to request the erasure of personal data without undue delay where one of the following grounds applies:*

*(...)*

2a. *Where the controller (...) has made the personal data public and is obliged pursuant to paragraph 1 to erase the data, the controller, taking account of available technology, **the overall capacity of the controller based on his size and technical and financial means** and the cost of implementation, shall take (...) reasonable steps, including technical measures, (...) to inform controllers which are processing the data, that a data subject requests them to erase any links to, or copy or replication of that personal data.*

*(...)*

3. *Paragraphs 1 and 2a shall not apply to the extent that processing of the personal data is necessary:*

*a) for exercising the right of freedom of expression in accordance with Article 80.*

*b) for compliance with a legal obligation to process **or retain** the personal data by Union or Member State law to which the controller is subject [...]*

#### Data portability (Article 18)

Responding to these requests for information will be very labour intensive and result in additional costs, particularly for SMEs which are already resource poor.

If a single electronic template is introduced to enable these data portability requests, insurance intermediaries would also be faced with the additional costs of modifying their existing systems and services. There would also be costs associated with re-training staff.

Finally, there will be situations where an intermediary, an insurer and a credit agency are involved in the same transaction and they all hold different data about the same data subject to support their part in the transaction. Having to make this information public could expose a business' trade secrets and breach their intellectual property rights, which could ultimately affect competition. **This principle is not within the scope of data protection but of consumer, competition or intellectual law and should not be included in this Regulation.**



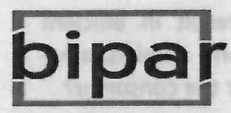
**Suggested amendment:**

Article 18  
Right to data portability

To delete the Article

Insurance and financial intermediation is a properly functioning industry that has provided control and protection to millions of consumers and... BIPAR and all intermediaries have seen a way of new... into the sector. Consumer protection is one of...

BIPAR groups 52 national associations in 32 countries. Through its national associations, BIPAR represents the interests of insurance agents and brokers and financial intermediaries in Europe.



# The European Federation of Insurance Intermediaries

The EU impact assessment... however only be measured if the cumulative effect of the initiative is taken...

Apart from some large multinationals, the insurance intermediation sector consists of hundreds of thousands of SMEs and micro-type operators. It accounts for 0.7% of European GDP, and over one million people are active in the sector. Insurance and financial intermediaries facilitate the insurance and financial process for several hundreds of millions of customers. The variety of business models, the high level of competition and the geographical spread in the sector ensure that everyone in Europe has easy access to tailor-made insurance and financial services.

BIPAR is a member of the World Federation of Insurance Intermediaries (WFI). Founded in Paris in 1937, BIPAR has been established in Brussels since 1989.

EU impact assessment... however only be measured if the cumulative effect of the initiative is taken... BIPAR will continue to ask for... of overregulation and administrative burden... to emphasize that all insurance intermediaries... and all micro-type operators... of the objectives of REIT, the... Regulatory Fitness and Performance Programme... EU law simpler and to reduce regulatory costs... and predictable regulatory framework... to do this REIT requires a common effort... between the European Council, the European... and stakeholders. Every level of government... ensure that the benefits are realized for citizens and... (source: European Commission's website)... by way of the Manifesto we would like to give you an insight in our... concerns we have related to the way of regulation in our sector... We thank you for your attention and remain at your disposal for further... details. We also hope that you will contact us whenever you think that our... opinion or expertise can be helpful.

## BIPAR Manifesto September 2014

Chairman of the European Commission

Chairman



## Foreword

Insurance and financial intermediation is a properly functioning industry that has provided comfort and protection to millions of consumers and businesses.

Over the last 5 years, BIPAR and all intermediaries have seen a wave of new European regulation coming into the sector. Consumer protection is one of the main objectives.

Will this wave of new rules and procedures indeed result in efficient improvements or will it just be the source of extra cost and administrative burden for governments, intermediaries and, in the end, for the consumer?

Via our BIPAR position papers, policymakers, politicians and rule makers know BIPAR's position on a large number of subjects.

The number of issues on our sector's regulatory agenda illustrates that the EU impact assessments are of some value. The real impact on business can however only be measured if the cumulative effect of the initiatives is taken into consideration.

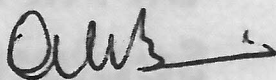
BIPAR supports effective regulation but BIPAR will continue to ask for attention to the dangers of overregulation and administrative burden.


In this respect, BIPAR wants to emphasize that all insurance intermediaries (with only a few exceptions) are SME or micro type of operations.

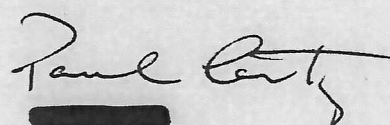
We would like to remind policymakers also of the objectives of REFIT, the European Commission's Regulatory Fitness and Performance programme: "Action is taken to make EU law simpler and to reduce regulatory costs, so contributing to a clear, stable and predictable regulatory framework supporting growth and jobs. To do this, REFIT requires a common effort between the European Commission, the European Council, the European Parliament, Member States and stakeholders. Every level of government should be involved to ensure that the benefits are realised for citizens and business at least cost." (source: European Commission's website)

By way of this Manifesto we would like to give you an insight in our concerns we have related to the wave of regulation in our sector.

We thank you for your attention and remain at your disposal for further details. We also hope that you will contact us whenever you think that our opinion or expertise can be helpful.



  
Chairman



  
Chairman EU Affairs Committee

## **BIPAR MANIFESTO 2014**

**Europe needs to lay the foundations for post-crisis growth and modernisation in the financial and insurance sector. To make this happen, a policy which reduces administrative burden and creates more opportunities for small local insurance and financial intermediaries needs to be put forward as one of the priorities of all European Institutions over the next five-year period.**

We would like to bring the following concerns, needs and expectations of our sector to the attention of politicians and policymakers at European level:

### **Overregulation**

We support the need for regulation of the financial services sector in general and for the insurance and financial intermediation sector in particular. However, we see that there is currently a move, on the one hand, towards cumulative legislation and, on the other hand, to legislation that becomes so detailed and restrictive that in practice, it becomes unworkable.

In some markets some of the services of intermediaries, in particular advice, have become so expensive due to (over) regulation that they are no longer available to small clients.

Overregulation leads to a reduction in the number of intermediaries, vertical integration and disappearance of (tailored) local services for small clients.

We believe that regulation has to be fair and proportionate for the specific group of professionals it affects and remains proportionate when considered with other applicable legislation. The impact assessments are too often done in a "silo" approach and underestimate the overall cumulative effects of various regulations and rules.

Regulation also has to take into account the specificities of the sector it regulates. One-size-fits-all is not a durable solution. In this respect, we wish to emphasise that the non-investment insurance sector is very different from the investment sector and this should be reflected in regulation.

### **Supervision**

Linked to the issue of overregulation, is the issue of supervision. We are in favour of appropriate supervision, controls and sanctions.

Not only should the supervision of insurance intermediaries be tailored for the sector, but also proportionate to the size and specificities of intermediaries.

Regulation requires corresponding supervision which also has a cost for firms and the economy.

The regulatory and supervisory regimes must balance the benefits to the customer with the costs imposed on firms and their consequent impact on the sector as a whole.

## **"Think small first" and "REFIT"**

The European "think small first" principle requires that legislation takes SMEs' interests into account at the very early stages of policy-making in order to make legislation more SME friendly.

The European Commission has indeed on various occasions recognized how the smallest enterprises have a central role in economic recovery. At the same time they are the most vulnerable and for such companies, complying with regulation can be ten times more expensive than for large companies. This is the reasoning behind the "think small first" principle.

REFIT is the European Commission's Regulatory Fitness and Performance programme. In this respect action should be taken to make EU law simpler and to reduce regulatory costs, thus contributing to a clear, stable and predictable regulatory framework supporting growth and jobs.

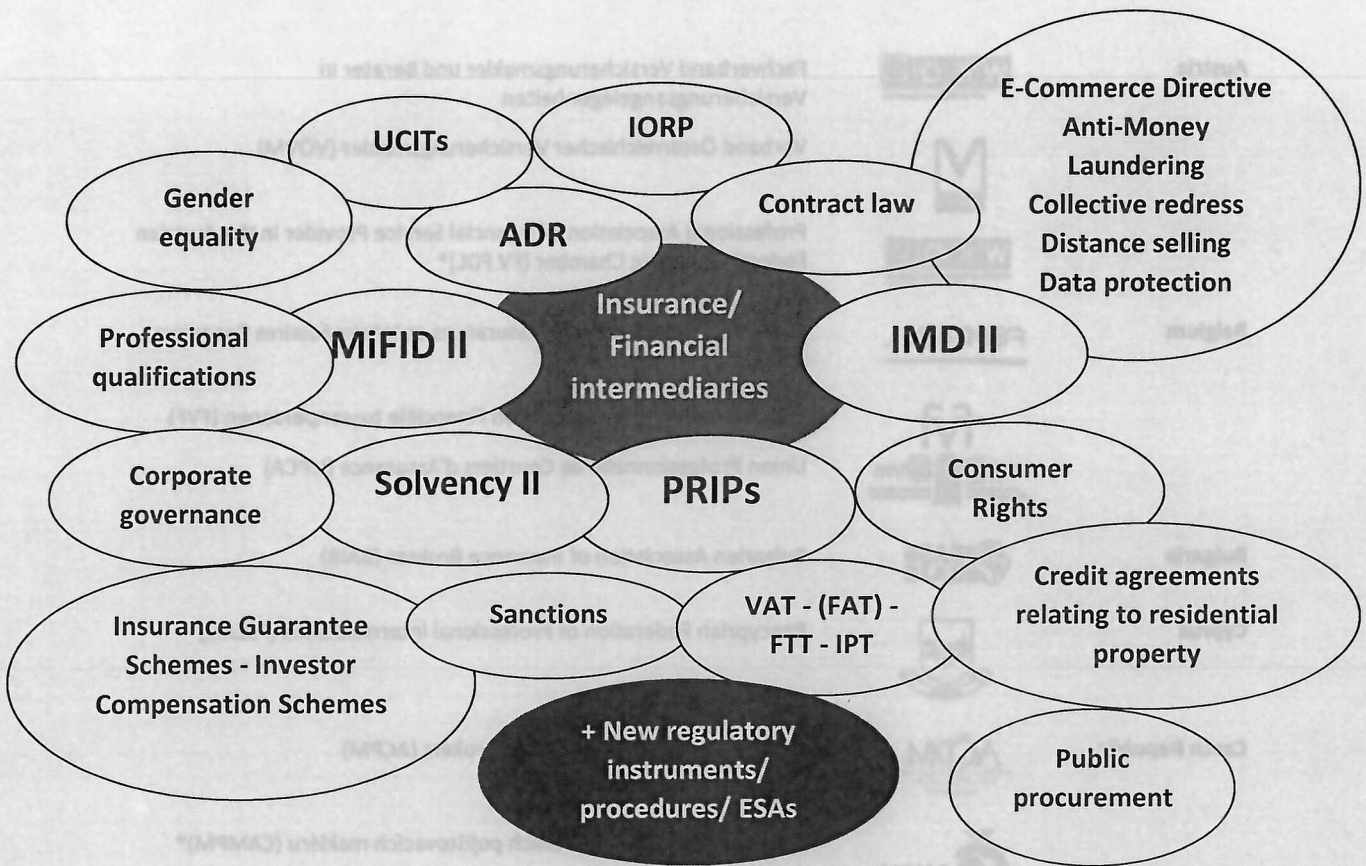
We believe that the "think small first" principle and the REFIT objectives should be given much more attention and that it is high time for European policymakers to again encourage entrepreneurship and job stability, also in the financial intermediation sector.

### **Need for stability**

We agree that one has to follow the spirit of the time but changing regulation or changing regulation too quickly, is extremely disruptive for industry. Especially for a sector where mainly SMEs are active -such as the insurance intermediaries' sector-, legal uncertainty and legal instability lead to a stagnation in the willingness to invest and employ in the sector.

This also reflects on the competitive situation of our sector vis-à-vis the rest of the world.

Overview of topics under discussion, revision, implementation in Europe, with a potential impact on intermediation



# BIPAR member associations

52 member associations in 32 countries

Austria



Fachverband Versicherungsmakler und Berater in Versicherungsangelegenheiten

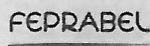


Verband Österreichischer Versicherungsmakler (VÖVM)



Professional Association of Financial Service Provider in the Austrian Federal Economic Chamber (FV FDL)\*

Belgium



Fédération des Courtiers d'assurances et Intermédiaires financiers de Belgique (FEPRABEL)



Federatie voor Verzekerings- en Financiële tussenpersonen (FVF)

Union Professionnelle de Courtiers d'Assurance (UPCA)

Bulgaria



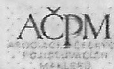
Bulgarian Association of Insurance Brokers (BAIB)

Cyprus



Pancyprian Federation of Professional Intermediaries (PSEAD)

Czech Republic



Association of Czech Insurance Brokers (ACPM)



Ceská asociace mezinárodních pojišťovacích makléru (CAMPM)\*



Association of Financial Intermediaries and Financial Advisers of Czech Rep. (AFIZ)\*

Denmark



Forsikringsmaeglerforeningen (FMF)

Estonia



Estonian Insurance Brokers Association (EKML)

Finland



Finnish Insurance Brokers Association (SVAM)

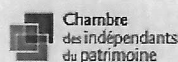
France



Fédération Nationale des Syndicats d'Agents Généraux d'Assurances (AGEA)



Chambre syndicale des courtiers d'assurances (CSCA)



Chambre des indépendants du patrimoine\*



Association Française des Intermédiaires Bancaires\*

Germany



Bundesverband Deutscher Versicherungskaufleute e.V. (BVK)



Verband Deutscher Versicherungsmakler e.V. (VDVM)

Greece



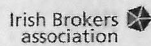
Hellenic Union of Insurance Intermediaries (HUII)

Hungary



Association of Independent Insurance Brokers in Hungary (FBAMSZ)

Ireland



Irish Brokers Association (IBA)



Professional Insurance Brokers Association (PIBA)

Israel



Association of Insurance Brokers and Agents in Israel

Italy



Associazione di Categoria Brokers di Assicurazioni e Riassicurazioni (ACB)



Associazione Italiana Brokers di Assicurazioni e Riassicurazioni (AIBA)



Sindacato Nazionale Agenti di Assicurazione (SNA)

Lebanon



Lebanese Insurance Brokers Syndicate (LIBS)

Lithuania



Chamber of Insurance Brokers of Lithuania (DBR)

Luxembourg



Association Luxembourgeoise des Intermédiaires Professionnels d'Assurances (ALUPASS)

Malta



Association of Insurance Brokers of Malta (AIB)

Norway



Norwegian Association of Insurance Brokers

Poland



Association of Polish Insurance and Reinsurance Brokers



Chambre Polonaise des Intermédiaires d'Assurances et de Finance

Portugal



Associacao portuguesa dos produtores profissionais de seguros (APROSE)

Romania



Romanian National Insurance Intermediaries and Consultants Association (UNSIAR)



Russia		Association of Professional Insurance Brokers (APIB)	
Slovakia		Slovak Association of Insurance Intermediaries (SASP)	
Spain		Association of Financial Intermediaries and Financial Advisors (AFISP)*	
		Asociación Española de Corredurías de Seguros (ADECOSE)	
Sweden		Swedish Insurance Brokers' Association (Sfm)	
		Fédération Suisse des Agents Généraux d'Assurances (SVVG/FSAGA)	
Switzerland		Swiss Insurance Brokers' Association (SIBA)	
		Adviseurs in Financiële Zekerheid (Adfiz )	
The Netherlands		Adviseurs in Financiële Zekerheid (Adfiz )	
Turkey		Turkish Association of Insurance and Reinsurance Brokers	
		Union of Chambers and Commodity Exchanges of Turkey (TOBB)*	
Ukraine		Federation of Insurance Intermediaries of Ukraine (FIU)	
United Kingdom		British Insurance Brokers' Association (BIBA)	
		London & International Insurance Brokers' Association (LIIBA)	
		Association of Professional Financial Advisers (APFA)	

\* Associate member