



Are there General Good provisions in your country that fall into the categories below? (Yes / No / Leave blank)

## LUXEMBOURG

General good provisions by categories

	For insurance undertakings	For insurance intermediaries
<b>Special rules for starting and operating business</b>		
Notification & approval of certain products	Yes (applicable to IU operating under FOS & FOE) <u>Art. 74 Law 1991</u> : CAA may require an IU operating under FOS or FOE to submit, on a non-systematic basis, the conditions and other printed information it intends to use, although this requirement shall not constitute a precondition for the conducting of business by the IU. As regards compulsory insurance, the general and specific conditions must be submitted to CAA before their use.	No
Protection of names and titles	No	No
Feasibility study for host MS	No	No
Creating special departments	No	No
Other special rules for starting business	Yes <u>Art. 69 Law 1991</u> (applicable to IU operating under FOE): this article enumerates documents and information CAA has to be provided with in case of establishment of a branch in LU <u>Art. 72 Law 1991</u> (applicable to IU operating under FOS): this article enumerates documents and information CAA has to	No

		be provided with by the home country competent authority before an IU may conduct business in LU under FOS.	
	Domicile of the general representative serving as address for official notifications & conferring jurisdiction	Yes (applicable to IU operating under FOE) <u>Art. 33 para. 1 Law 1991</u> : any writ or notice shall be served at the domicile of the general representative which confers jurisdiction. The domicile of the general representative also serves to determine the time limits to be respected for any writ or notice.	No
	Place of performance for all obligations by IU authorized to conduct business in LU	Yes (applicable to IU operating under FOS & FOE) <u>Art. 33 para. 2 Law 1991</u> : IU authorized to conduct business in LU are required to perform all their obligations other than the provision of benefits in kind at the domicile of the insured person unless the contract specifies the domicile of the general representative as the place of performance.	No
<b>Adapting to host country market structure</b>			
	Joining an association	No	No
	Joining a guarantee fund	Yes (applicable to IU operating under FOS & FOE) <u>Article 15 Law 2003</u> : all IU authorized to conduct MTPL business in LU must adhere to the "Fonds de garantie automobile" (Motor Guarantee Fund).	No
	Data submission for registers	No	Yes (applicable to IIM operating under FOS & FOE) <u>Art. 107 Law of 1991</u> : data relating to IIM is published in a register edited by CAA.
	Professional codes of conduct	No	No
	Other		
<b>Content and format of contracts</b>			

Language rules	<p>Yes</p> <p><u>Art. 10 Law 1997:</u> this article relates to the language of pre-contractual information that has to be provided to the policyholder. This information has to be provided in one of the official languages of LU. However, upon demand of the policyholder or if he has the freedom to choose the law applicable to his contract, another language understood by the policyholder may be chosen.</p> <p><u>Art. 16 para. 2 Law 1997:</u> this article relates to the language of the insurance contract. The insurance contract is only valid if edited either in one of the official languages of LU or in any other language understood by the policyholder.</p> <p><u>Art. 17 Law 1997:</u> this article relates to the language regarding informations to be provided during the life of the contract. These informations have to be provided in one of the official languages of LU. However, upon demand of the policyholder or if he has the freedom to choose the law applicable to his contract, another language understood by the policyholder may be chosen.</p> <p><u>Art. 17-1 Law 1997:</u> this article relates to the language to be used for communicating with the policyholder during the execution of the contract. The communication has to be done in the same language as the one chosen for the contract. However, upon demand of the policyholder or if</p>	No
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		he has the freedom to choose the law applicable to his contract, another language understood by the policyholder may be chosen.	
	Minimum content for certain products	Yes Minimum content is foreseen for some compulsory insurances, for example mandatory insurance covering civil liability related to hunting activities (ministerial regulation of 21.07.1969)	No
	Mandatory level of excess	Yes Art. 10 GDR 2003 There is a maximum level of excess regarding compulsory motor insurance: EUR 1.500 max./claim for natural persons EUR 6.000 max./claim for legal persons These limits do not apply in case of large risks.	No
<b>Disclosure</b>			
	Special pre-contractual information	No	No
	Special information for selected products	No	No
	Other		
<b>Taxation</b>			
	Indirect taxes and parafiscal charges	Details if any can be found under the following link:  <a href="http://www.aed.public.lu/autres/assurances/index.html">http://www.aed.public.lu/autres/assurances/index.html</a>	Details if any can be found under the following link:  <a href="http://www.aed.public.lu/autres/assurances/index.html">http://www.aed.public.lu/autres/assurances/index.html</a>
	Tax representative	Yes (for IU operating under FOS) <u>Art. 72 al. 4 Law 1991:</u> IU operating in LU under FOS have to appoint a fiscal representative having his domicile and his residence in LU.	No
	Other		
<b>Other conduct related provisions</b>			
	Advice	No	No
	Advertising & marketing	Yes General rules foreseen in the Code of Consumer Protection, introduced by the law of 08.04.2011,	Yes General rules foreseen in the Code of Consumer Protection, introduced by the law

		are applicable.	of 08.04.2011, are applicable.
	Commissions	No	No
	After-sales services (e.g. claims-handling, complaints-handling)	No	No
	Consumer Protection	Yes General rules foreseen in the Code of Consumer Protection, introduced by the law of 08.04.2011, are applicable.	Yes General rules foreseen in the Code of Consumer Protection, introduced by the law of 08.04.2011, are applicable.
<b>Special types of insurance</b>			
	MPTL	Yes <u>Art. 73 Law 1991:</u> Provisions of the Law 2003 on compulsory motor insurance are referred to by art. 73 as being imperative.	Yes <u>Art. 73 Law 1991:</u> Provisions of the Law 2003 on compulsory motor insurance are referred to by art. 73 as being imperative.
	Travel insurance	No	No
<b>Applicable law</b>			
	Setting applicable law for certain risks	Yes <u>Art. 5 to Art. 8 Law 1997:</u> these articles determine the situations in which LU law is applicable as well as the situations in which the parties to the insurance contract may choose the law applicable to their contract.	No
	Setting exclusive jurisdiction	Yes <u>Art. 47 Law 1997:</u> For insurance contracts falling under the scope of the Law 1997, exclusive jurisdiction is given to Luxembourg Tribunals and Courts.	No
	Other		

#### Abbreviations used in the Table

“Law 1991” refers to the law of 06.12.1991 on the insurance sector (as amended)

“Law 1997” refers to the law of 27.07.1997 on the insurance contract (as amended)

“Law 2003” refers to the law of 16.04.2003 on compulsory insurance for MPTL (as amended)

“GDR 2003” refers to the grand-ducal regulation of 11.11.2003 taken on the basis of the Law of 16.04.2003 regarding compulsory insurance for MPTL (as amended)

“IU” means insurance undertakings

"IIM" means insurance intermediaries

"FOS" means freedom of services

"FOE" means freedom of establishment

"LU" means Grand Duchy of Luxembourg

"CAA" means Commissariat aux Assurances

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