琉球大学学術リポジトリ

外資系企業等の取扱い（アンケート回答）(4)

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URL	http://hdl.handle.net/20.500.12000/43440

Mr. William A. Burke
Business Liaison Officer
Preparatory Commission
Tenpi-Cho, 1-2
Naha, Okinawa

RE: Requirements of Agent

Mr. Burke:

Following thru with our many phons conversations on the subject, I want to re-state the present quandary and ask that you forward this letter to the Embassy for their earliest attention.

In addition to my comments, I have attached a photo-copy of Mr. Clar Sager's 3 March, 1971 letter. Certainly there is enough concern here to warrant some very specific answers from the GOJ.

The problem in its broadest form stems from whatever the GOJ equivalent of a "Solicitator's Law" states an agent may or may not do in Japan. In the administration of the Law, I am sure that there are many directives which carry out someone's interpretation of that law. Thus we could be concerned with "policy" as well as the law itself. Our most recent information (from the MOF via non-official inquiry) is that regardless if the customer is military, if the Life Insurance Company for which I am an agent is not "entered" in Japan, then the solicitation of Life Insurance contracts is prohibited. This means, as an example, that if I were appointed by Government Employees LIFE Insurance Company as their sole agent, I would be prohibited from this activity in Japan because Government Employees LIFE Insurance Company is not admitted to do business in Japan... as you may know one of the requisites for admitting an insurance company is a Statutory Deposit, which in Japan would amount to at least $30,000. (I am informed.)

While at this point in time Government Employees LIFE Insurance Company is not actively soliciting LIFE Insurance contracts in Okinawa, they did so quite extensively in 1962, 63, and 64 (via their agent Mr. B. Grady.) They are also on the DOD approved list.

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We are also informed that where an agent (Life Insurance) is soliciting on behalf of an "entered" company in Japan, he must have 2 guarantors... this may or may not be necessary in connection with a commercial viza. I am not sure what this requirement is about.

A most important consideration here is the scope of activity of the so-called "indent" business. These of us in the Insurance and Financial type of business are quick to tell you that we provide a necessary and often vital service to the military community. But as in any type of business, growth is a gradual affair. In my particular operation, I want to know that as an agent (indent) doing business solely with the U.S. Forces (article 14 persons) I am not to be restricted because of GOJ regulations (whatever their history) from bringing in other lines of service (such as Life Insurance).

I ask you to pass along the urgency of our request. I have the impression that the scene of "indent" business is grossly mis-understood by both the USG and GOJ. Perhaps this question will be the test.

QUESTION: What are the restrictions placed on solicitation by an agent to military personnel (article 14 persons) for contracts of Life insurance?
Are there special permits or licenses required?
Are there any bending or guarantor requirements?
If there are special requirements, what steps have been taken to exempt Okinawa agents from them?

Thank you in advance for you usual fine attention to our problems.

Respectfully:

D.A. Lowell, Magr.
Government Employees Companies

DAL/Ms

26 April, 1971

cc: GEICO Washington D.C.
U.S. Chamber of Commerce

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DAL/Ms

26 April, 1971

cc: GEICO Washington D.C.
U.S. Chamber of Commerce

April 26, 1971

Mr. William T. Burke
Preparatory Commission, United States Government
#1-2, Tenpi-cho
Naha, Okinawa

Subject: Foreign Business Questionnaire - Form A

Dear Mr. Burke:

We refer to the Questionnaire Form received through your office in August 1970 which we completed and returned with our letter of September 4, 1970. For your reference, a copy is enclosed.

At that time, we indicated that we had no questions under Item VII of the questionnaire. The reason is that at reversion it was and is still assumed that the Ryukyus would become a prefecture of Japan which automatically would place insurance operations under the specific Japan laws and regulations governing our industry as it extends to operations in any of the prefectures of Japan.

However, there is indication that even after reversion this may not be the case but rather the prevailing GRI law governing Foreign Insurers (Law #82) which restricts foreign insurers of servicing the Ryukyuan market, may apply. The Japan non-life Foreign Insurance law does not restrict the clientele. Substantiation of this indication is the formal petition the two Ryukyuan non-life insurance companies have presented to the Japanese Government through the Ministry of Finance requesting continuation of the restriction for a period of 5 years, the Ministry of Finance considering the need to protect the Ryukyuan non-life insurance companies.

It is our understanding that, on the basis of an agreement reached in a November 1969 exchange of letters between Ambassador Meyer and Foreign Minister Aichi, some special consideration would be given to U S firms if necessary to preserve their interests in the local economy,

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i.e., that exceptions to GOJ law/policy, administrative procedures would be made, as necessary, to permit operations after reversion. In the case of AIU, Ryukyus such exception is not requested nor is it desired. It would result in discriminatory treatment of the Okinawa Prefecture branch of AIU. Other branches of AIU in Japan are not so discriminated against.

Therefore, AIU Ryukyus would like this letter to be submitted as an addendum to the originally submitted questionnaire completed at the request of the GOJ and the U S Embassy. Specifically, it should be submitted as a part of Question #7 of the questionnaire. The question to which we would like GOJ to respond is:

> It is expected that AIU/Ryukyus representing American insurance companies will upon reversion be treated by the GOJ as other branches of AIU in Japan are treated and that no discrimination in the form of unusual restrictions not applicable to these other branches or other foreign insurance operations in Japan will be applied to AIU/Ryukyus simply because it is a firm representing American interests. We are not asking for the establishment or exercise of special measures to distinguish the firm from GOJ law and regulations established for the parent and all branch offices in Japan proper. We would like GOJ assurance that special measures will not be invoked against AIU.

Very truly yours,

D. Yasuda
Manager & Representative
Director

Encls.

DY:mh

28 April 1971

Mr. William T. Burke
Preparatory Commission
1-2 Tenpi-Cho
Naha, Okinawa

Re: Okinawa Reversion - Non-Life Insurance
Questionaire For Non-Ryukyuan Enterprises

Dear Sir:

In October 1970 we completed a questionaire relating to AFIA insurance operations in Okinawa and dealing with the status of our companies following proposed reversion of Okinawa to Japan in 1972. This questionaire Item VII stated: "What specific questions do you have concerning Japanese Law, regulations and policies as they will apply to your business after reversion", to which we replied: "We have no specific questions at this time".

We replied as above since it was our assumption that our AFIA Okinawa Branch would become a regular branch office of our AFIA Japan operation. In Japan, our companies have been duly licensed with full facilities to write Non-Life insurance business since 1919. We have our main office in Tokyo with 36 branches throughout Japan without restriction on territory or class of clientele, subject to license terms.

Therefore please ask the Japanese Government to confirm our assumption that after reversion AFIA in Okinawa will be permitted to operate on the same unrestricted basis as presently afforded in Japan.

If our assumption is incorrect, a most difficult problem exists mainly deriving from the term "Non-Ryukyuan", to which our pre-conversion Okinawa license confines us. After reversion, Ryukyuan nationals will be citizens of Japan. Ryukyuan corporations will become Japanese corporations, including those wholly or partially foreign owned. Is an individual born in Nagoya who takes up residence in Okinawa a "Non-Ryukyuan"? Is an individual born in Okinawa who takes up residence in Nagoya a "Non-Ryukyuan"? Is a corporation wholly or partially foreign owned, incorporated under Japanese Law with principal (or branch) offices in Okinawa a "Non-Ryukyuan?." Is a Japanese owned corporation, with offices in Okinawa a "Non-Ryukyuan?".

The

The four examples cited above can presently be insured by AFIA through its branch network in both Japan and Okinawa. Any provision upon reversion restricting AFIA's ability to insure any of these (or other) clients, would be discriminatory.

Further, American clients of AFIA in Okinawa who, after reversion, could not be classified as "Non-Ryukyuans" because of the nebulousness of the term would be discriminated against in not having access to AFIA's insurance policies and service.

Thirdly, AFIA, an organization duly licensed in Japan for more than 50 years, and in Okinawa for almost 20 years, would be discriminated against if not permitted to take full advantage of the efficiency deriving from a unified branch operation throughout Japan, including the prefecture of Okinawa.

Your assistance in obtaining the confirmation requested is greatly appreciated.

Very truly yours,

Charles W. Barnard
Resident Vice President
Far East

CWB:mk

cc: Mr. L. Uy, Representative for AFIA Okinawa
Mr. J. C. Follansbee, AFIA Manager for Japan