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INSTITUTIONAL FRAMEWORK FOR THE FINANCIAL SUPERVISION AUTHORITY'S CONTROL OVER THE ACTIVITIES OF AN INSURANCE AGENT

ABSTRACT

The subject of consideration is the supervisory powers of the Financial Supervision Authority in terms of the control of insurance agents. Act of 15 December 2017 on Insurance Distribution (i.e. Journal of Laws of 2023, item 1111, as amended) introduced the possibility of conducting inspections of insurance agents' activities by supervisory authorities. The Financial Supervisory Authority is the body that supervises the financial market, including the supervision of activities related to the distribution and redistribution of insurance.

The literature on the competency framework of the Financial Supervisory Authority's supervision of the activities of insurance agents is very limited. It therefore becomes necessary to focus on one aspect of this issue, i.e. access to documents and data contained in the information and communication systems controlled by insurance agents under supervision.

The purpose of the article is to examine the limits of permissible intervention by the Financial Supervision Authority in the activities of an insurance agent when performing supervisory functions.

Research methods: The article has been drawn up mainly using the formal-dogmatic method. It involves the description and systematization of legal norms, interpretation of regulations, as well as an analysis of the practice of application of the law by both state administrative bodies and courts.

KEYWORDS: *insurance, Financial Supervision Authority, insurance agent*

LEGAL STATUS OF AN INSURANCE AGENT

The concept of an insurance agent has been defined in the Act of December 15, 2017, on the Distribution of Insurance – hereinafter referred to as the Insurance Distribution Act. Pursuant to art. 3 para. 1 item 2 of the Insurance Distribution Act, an insurance agent is an entrepreneur, other than an agent offering supplementary insurance, performing agency activities based on an agency agreement concluded with an insurance company and registered in the register of agents. In turn, pursuant to art. 3 para. 8 of the Insurance Distribution Act, an insurance agent is classified as an insurance distributor, i.e., entity authorized to carry out the distribution of insurance.

The legal definition of insurance distribution, as provided in art. 4 para. 1 of the Insurance Distribution Act, explains that it refers to activities carried out exclusively by an insurance distributor (Pokrzywniak, 2018, Commentary to art. 4), consisting of:

1. advising, proposing, or performing other preparatory activities aimed at concluding insurance contracts or insurance guarantee agreements;
2. concluding insurance contracts or insurance guarantee agreements on behalf of the insurance company, for or on behalf of the client, or directly by the insurance company;
3. providing assistance by the insurance intermediary in administering insurance contracts or insurance guarantee agreements and execution thereof, including matters related to compensation or benefits (art. 805 Civil Code).

Insurance distribution also involves providing information about one or more insurance contracts or insurance guarantee agreements based on criteria selected by the client through websites or other media and creating a ranking of insurance products that includes a comparison of prices and terms of insurance contracts or insurance guarantee agreements. This applies when the client is able to directly or indirectly conclude an insurance contract or insurance guarantee agreement through websites or other media (art. 4 para. 2 of the Insurance Distribution Act).

Pursuant to art. 4 para. 3 of the Insurance Distribution Act, an insurance agent, within the scope of their agency activities, performs activities in the field of insurance distribution on behalf of or for the account of the insurance company, referred to further in the act as *agency activities*.

The provisions of the Insurance Distribution Act, more specifically, art. 19 para. 1, stipulates that agency activities may be performed only by a natural person who meets all of the following conditions:

1. has full legal capacity;
2. has not been finally convicted of intentional crimes against: life and health, justice, information protection, credibility of documents, property, economic turnover, money and securities turnover; intentional fiscal offenses (Przybysz, Kwieciński, 2018, Commentary to art. 19);
3. provides a guarantee for the proper performance of these activities;

4. has at least secondary or industry-specific education;
5. has passed an examination conducted by an insurance company or reinsurance company.

The Insurance Distribution Act introduced competencies for the Financial Supervision Authority, hereinafter referred to as KNF, regarding the supervision of the activities of insurance intermediaries, including insurance agents. Therefore, it is necessary to consider the scope of KNF's competencies in the supervision of the activities carried out by insurance agents.

SUPERVISION OF AN INSURANCE AGENT'S ACTIVITIES

Analysis of the provisions of the Insurance Distribution Act allows for the conclusion that what the Act articulates as control is, in essence, a component of a broader, more intensive, and qualified supervisory institution. Beginning with the title of Chapter 6 of the Act (*Supervision over the Distribution of Insurance and Reinsurance Distribution*), which contains specific regulations on the control procedures conducted by KNF inspectors, and ending with the empowerment of the supervisory authority with means of authoritative influence on the controlled entity, exemplified by art. 84 of the Act (Prętki, Lissoń, 2018, Commentary to art. 84), it provides for sanctions that the KNF may impose on the controlled entity in the event of determining that it has committed a specific administrative offense.

This intensity and direct impact of the supervisory authority on the activities of the controlled entity, expressed through the ability to use authoritative means of influence on the controlled entity, justify perceiving control in the discussed case as one of the elements constituting the supervision exercised by KNF over the performance of activities in the field of insurance distribution and reinsurance distribution (art. 62 para. 1 of the Insurance Distribution Act).

The relationship outlined above must be translated into the permissible scope of control, construed as the substantive and personal scope. Pursuant to art. 62 para. 1 of the Insurance Distribution Act, the supervisory authority supervises the insurance company, the activities of insurance agents

and supplementary insurance agents, as well as the activities of insurance brokers and reinsurance brokers.

However, regarding the substantive scope, the aforementioned provision specifies in relation to insurance agents and agents offering supplementary insurance that their activities are subject to KNF supervision in the scope referred to in art. 69, art. 80 para. 2, art. 83 para. 2, art. 84, art. 85, and art. 87 (art. 62 para. 2 item 2 of the Insurance Distribution Act). The position (Czublun, 2018, Commentary to art. 62) that such a construction of the provision is tantamount to granting the KNF the authority to supervise distributors only to the extent specified therein is correct.

Due to the aforementioned correlation between the supervision exercised by KNF over the performance of activities in the field of insurance distribution and redistribution and the control of distributors conducted by this authority, the legislator's outlined scope of supervision must, or at least for rational and logical reasons, appropriately influence the permissible scope of control.

The legislator has granted the supervisory authority the discretionary competence to conduct control over the activities of an insurance agent and an agent offering supplementary insurance, specifying that within this control, the compliance of the activities with legal provisions is subject to examination (art. 69 para. 1 and 2 of the Insurance Distribution Act). If this provision were to be taken out of context and interpreted independently of the previous regulations concerning the substantive scope of supervision, one could come to the conclusion that the criterion of legality should be linked not only to the Insurance Distribution Act but also to the provisions of other legal acts within the meaning of art. 87 of the Constitution of the Republic of Poland, including EU regulations. Although the views of this nature can be found in the literature (Fiderkiewicz, 2018, Commentary on Article 69), it is difficult to agree with them. As already mentioned, the control of an insurance agent's activities is a component of supervision, one might say – a stage involving efforts and actions aimed at gathering information and understanding what is happening in the controlled entity. This allows for subsequently taking corrective measures or addressing the consequences of improper actions, as well as implementing preventive measures to guide future activities. The provisions specified in art. 62 para. 2 item 2 of the Insurance Distribution Act, which determine the

substantive scope of supervision exercised by KNF, are essentially regulations that foresee administrative sanctions and other measures. These provisions outline situations where specific shortcomings on the part of the controlled entity are at risk of facing these measures. Inferring *a minore ad maius*, if the supervision exercised by the KNF has a strictly regulated substantive scope by law, it cannot be extended to matter beyond that scope. Since control is an element of this supervision, essentially representing a stage of gathering information preceding potential decisions by KNF regarding the implementation of authoritative measures, the substantive scope of control must also fall within the boundaries of supervision. The validity of this view is supported by doctrine (Szaraniec, 2020, Commentary on art. 69), according to which, within the scope of control, KNF's examination shall be crucial regarding the fulfillment of statutory obligations and requirements arising from art. 7-10, art. 12, art. 14, art. 15, art. 19 para. 1, art. 20 para. 3 and 4, art. 22 of the Insurance Distribution Act. Furthermore, the assessment of meeting obligations and requirements related to life insurance contracts with an insurance capital fund is considered important. This is because KNF can impose administrative sanctions on insurance agents and agents offering supplementary insurance for violating these statutory obligations and requirements, as specified in art. 84 of the Insurance Distribution Act.

It should not be overlooked that control is a manifestation of the constitutionally protected limitation of the freedom of economic activity. It is a sovereign action, involving interference with the rights and freedoms of controlled entities, constituting an exception to the freedom of economic activity. In accordance with the principles of linguistic interpretation, one cannot apply to exceptions an extensional interpretation (*exceptiones non sunt extendendae*). This aligns even more with the conclusions from the previous paragraph.

The above has significant importance. This is because the substantive aspect of the inspection impinges on the direction and scope of inspection activities undertaken by inspectors, limiting the sphere of permissible interference in the activities of controlled entities.

From a purely procedural perspective, complementary to the specific regulation of control proceedings contained in the Insurance Distribution Act remain the provisions of Chapter 5 of the Entrepreneurs Act of 6 March 2018

(i.e. Journal of Laws of 2023, item 221, as amended; hereinafter referred to as: *Entrepreneurs Act*). Significant general control regulations contained in the *Entrepreneurs Act*, which shall be applicable to insurance distribution, include provisions on compensation for an entrepreneur who has suffered damage as a result of the performance of control activities in violation of the law (art. 78 of the Insurance Distribution Act in conjunction with art. 46 para. 1 of the *Entrepreneurs Act*).

In the *Entrepreneurs Act*, there are no regulations concerning the manner of conducting evidence from documents or data and information contained in the ICT systems of entrepreneurs. Nevertheless, the prohibition of using evidence obtained in violation of the law, sanctioned by the legislator in art. 46 para. 3 of the *Entrepreneurs Act*, is related to this subject. According to the content of the prohibition, evidence obtained during an inspection by the supervisory authority in violation of statutory provisions or other legal regulations regarding the control of the entrepreneur's economic activities, if it significantly influenced the results of the inspection, cannot serve as evidence in administrative, tax, criminal, or fiscal criminal proceedings concerning the entrepreneur.

Prima facie, it can be observed that not every violation of legal provisions by the supervisory authority in the course of obtaining evidence will result in the inability to use the evidence. A successful challenge to the evidence obtained will be possible only if the violations made had a significant impact on the outcome of the audit. The hypothesis of the norm arising from art. 46 para. 3 of the *Entrepreneurs Act* encompasses all cases of obtaining evidence in violation of the law. Therefore, the described consequences may arise from the violation of any provision that could impact the manner of obtaining evidence (Stępnia, Tracz, 2019, Commentary to art. 46). Therefore, solely the violation of the *Entrepreneurs Act* provisions is not taken into account.

There is no need to emphasize how significant the exclusion of evidence from possible use in proceedings specified in art. 46 para. 3 of the *Entrepreneurs Act* can be (Żywicka, 2019, Commentary to art. 46). It should be noted that the administrative sanctions described in art. 84 of the Insurance Distribution Act are imposed by the supervisory authority in the course of administrative proceedings. If the finding of an administrative offense is based on evidence obtained in violation of legal provisions by the supervisory authority,

that evidence cannot serve as the factual basis for determinations preceding such a decision. As a result, the imposition of administrative sanctions may lack factual basis.

THE RIGHT TO INSPECT THE CONTROLLED ENTITY'S DOCUMENTS AND DATA CONTAINED IN INFORMATION AND COMMUNICATION SYSTEMS

The purpose of the inspection proceedings is to establish the factual situation of the matter defined by the content of the authorization. Therefore, the essence of control proceedings includes evidentiary procedures. This is because the determinations are made on the basis of the evidence included in the catalog in art. 74 para. 2 of the Insurance Distribution Act. Among the evidence in control proceedings, the legislator included, e.g. documents as well as data and information located in the information systems of the controlled entity.

Obtaining evidence must be preceded by taking a specific action. This action takes the form of control activities. The range of such activities falling within the sphere of authority of KNF inspectors is specified in art. 73 para. 2 of the Insurance Distribution Act. To obtain documents and data in ICT systems, control activities are carried out, as specified in points 3 and 4 of the aforementioned provision, which sanctions that „inspectors forming an inspection team, within the scope specified in the authorization to conduct the control, have the right to: (...) 3) access to all documents of the controlled entity, including the required copies, excerpts, and extracts from these documents; 4) access to data contained in information systems and the required copies or extracts from this data, including in electronic form.

The legislator has thus restricted the controller's access to documents exclusively to „documents of the controlled entity. The literal wording of the regulation should not raise any major doubts – all documents that are not documents of the controlled entity will remain outside this scope, so, e.g. the control activity will not be able to be undertaken in relation to documents of a third party exclusively held by the controlled entity.

Inspectors have also been authorized to view data contained in information systems. If this data takes the form of a document recorded in electronic form, it seems that the access restrictions mentioned in the case of documents will also apply thereto. There is no doubt that access to the system data does not imply the ability to modify its content.

What is particularly important, art. 73 para. 2 of the Insurance Distribution Act stipulates that inspectors have the right to undertake the control activities listed *within the scope specified in the authorization to conduct the control*. This means, e.g. that the right to demand inspection of the controlled entity's documents or data in information systems is not abstract and cannot be exercised in isolation from the subject of the inspection. These powers will be updated on the part of the inspectors only when they fall within the substantive scope of the control authorized in the authorization. It should be noted that the permissible substantive scope of control is defined by art. 69 2 of the Insurance Distribution Act and art. 62 para. 2 item 2 of the Insurance Distribution Act. The right to access documents of the controlled entity and the right to access data in information systems will exist when such a request is necessary to establish facts that may constitute the basis for initiating administrative proceedings aimed at imposing sanctions under art. 84 of the Insurance Distribution Act. When this premise of indispensability does not exist, there will also be no legal basis for requiring the inspected person to inspect the documents and IT system.

At this stage, it is necessary to conclude that the inspector may request access only to those documents and data that fall within the scope of a specific inspection conducted under the authority that defines the subject matter. At the same time, they cannot demand access to documents or data that do not qualify as documents or data of the controlled entity.

Furthermore, it needs to be considered how the discussed powers of the KNF inspectors and the correlated obligations of those being controlled are shaped when it comes to protected secrets under the law.

LEGALLY PROTECTED SECRETS VS. INSPECTORIAL POWERS

The freedom and protection of the secrecy of communication shall be ensured. Any restriction thereof may take place only in cases specified in the law and in the manner prescribed therein – states art. 49 of the Polish Constitution. Freedom of communication is otherwise known as the freedom to exchange information between certain individuals. The essence of this freedom includes the interaction between communicators, which contains a confidentiality element allowing for the acceptance of a secret between the sender and the recipient of the message (Florczak-Wątor, 2021, Commentary on art. 49).

The beneficiaries of the cited standard are all participants in the communication process. On the other hand, the recipients of the orders arising from it are the public authorities, which should refrain from actions that infringe upon the freedom and secrecy of communication, and also take measures to create conditions for the realization of constitutional guarantees (Lubeńczyk, 2019, Commentary).

The Constitutional Tribunal pointed out that the secrecy of communication covers all methods of conveying messages, regardless of their physical medium (e.g., telephone conversations, email). The provision of art. 49 of the Constitution of the Republic of Poland protects not only the content of the information transmitted, but also such information as the personal data of the participants, or at least the data on the websites viewed (Judgment of the Constitutional Tribunal of 30.07.2014, K 23/11, OTK-A 2014, No. 7, item 80).

From the perspective of the protection provided by Article 49 of the Polish Constitution, *it does not matter whether the exchange of information concerns private life or professional activities, including economic activities*. Indeed, there is no sphere of a person's personal life as to which constitutional protection would be excluded or self-limited. Thus, in each of these spheres, an individual has a constitutionally guaranteed freedom to communicate and obtain information” (Judgment of the Constitutional Tribunal of 30.07.2014, K 23/11, OTK-A 2014, No. 7, item 80). Undoubtedly, a component of the right and freedom in question is the secrecy of correspondence.

However, the freedom and protection of the secrecy of communication is not boundless and can be limited. However, this requires action in the cases specified by the law and in the manner outlined therein. *This means that – firstly – the ordinary legislator may decide on the scope of freedom of communication, if – secondly – he does so in an act of law indicating – thirdly – ,specific cases’ and ,manner of limitation’ (requirement of specificity, excluding the use of open general clauses in these areas)* (Judgment of the Constitutional Tribunal of 12.12.2005, K 32/04, OTK-A 2005, No. 11, item 132). Such requirements are explicitly stated in art. 49.

Furthermore, attention should be paid to other secrets whose statutory protection may be equally significant in the context of the discussed issue. It concerns the constitutionally anchored right to privacy, including professional secrets. The protection of professional secrecy, as the Tribunal pointed out, should be perceived in each case as a manifestation of the protection of individual freedoms and rights, in particular precisely their privacy (art. 47), or informational autonomy (art. 51 para. 1)(Judgment of the Constitutional Tribunal of 30.07.2014, K 23/11, OTK-A 2014, No. 7, item 80). However, freedom and protection of professional secrecy cannot be absolute, and any restrictions may only occur based on the principles specified in art. 31 para. 3 of the Constitution of the Republic of Poland. According to this provision, restrictions on the exercise of constitutional freedoms and rights can only be established by law and only when necessary in a democratic state for its security or public order, or for the protection of the environment, health, and public morality, or the freedoms and rights of others. These restrictions must not violate the essence of freedoms and rights. It is the so-called constitutional test of proportionality of the restriction of freedom or rights.

Certainly, a component of the legally protected professional secrecy is the obligation to keep the information covered by it confidential. Professional secrets are guarantees of the right to privacy and normative manifestations of the protection defined in art. 47 of the Constitution of the Republic of Poland. Such secrets include e.g. the insurance business secret and the insurance agent secret.

Having outlined the constitutional foundations of communication secrecy and legally protected professional secrets, the next question would be whether KNF inspectors are allowed to obtain information covered by such secrets.

Undoubtedly, the information collected by inspectors in the course of inspections can include a wide range of sensitive information. The important provisions do not indicate authorization for the supervisory authority to interfere with the secrecy of communication, especially the secrecy of correspondence of the entities under control. Having in mind that the basis for such interference should be specified in a law and in a concrete manner, determining cases and the manner of limiting secrecy, the provisions of art. 73 para. 2 item 3 and 4 of the Insurance Distribution Act certainly cannot be considered as such a competence norm. While they empower inspectors to have *access to all documents of the controlled entity* and *access to data in ICT systems*, presuming that they would provide controllers with the opportunity to circumvent these secrets would be entirely unjustified in light of the guarantees of art. 49 of the Constitution. In order to effectively limit the secrecy of communication and correspondence, it is necessary to precisely define the cases of their exclusion and the method of limitation, which the legislator has not done for the purposes of insurance distribution control.

Certainly, it is crucial to bear in mind that the KNF is a state entity obligated to operate in adherence to the principle of legality (art. 7 of the Constitution of the Republic of Poland) and the principle of a democratic legal state (art. 2 of the Constitution of the Republic of Poland). They imply a prohibition on the presumption of competence of state bodies. The KNF's actions must be based within the specific norms of the applicable law, and must not go beyond them. Any doubts regarding the scope of KNF's competencies cannot be subject to arbitrary, especially expansive, interpretation.

In light of the above, the mere fact that correspondence contained in electronic mailboxes is the subject of the protection of communication secrecy, for which the Insurance Distribution Act has not provided a relevant exception, indicates that KNF controllers do not have the right to demand its disclosure. For the supervisory authority to be able to demand access to correspondence, it would have to first obtain access to specific, defined correspondence in a manner provided for by the law.

Regarding other legally protected secrets, it is pointed out, firstly, that the information requested by controllers may be covered by insurance secrecy. Pursuant to art. 35 para. 1 of the Act of 11 September 2015 on Insurance and Reinsurance Activities (i.e. Journal of Laws. of 2023, item 656, as amended; hereinafter: *Act on Insurance and Reinsurance Activities*), the insurance company and persons employed by it, as well as persons and entities through which the insurance company performs insurance activities, are obliged to maintain secrecy concerning individual insurance contracts (Bukowska, 2016, Commentary to art. 35). However, paragraph 2 of the above provision provides for certain limitations, excluding this obligation, e.g. with regard to information provided at the request of the supervisory authority, within the scope of performance of its statutory tasks (art. 35 para. 2 item 6 of the Act on Insurance and Reinsurance Activities).

In light of the above, inspectors have the right to obtain information covered by insurance secrecy from the inspected entity. The guarantee of the confidentiality of all this information is art. 372 Act on Insurance and Reinsurance Activities, which imposes an obligation of confidentiality with respect to all information learned in the course of the audit on members of the KNF, employees of the authority, as well as other persons to whom the information was lawfully disclosed (Wojno, 2017, Commentary to art. 372).

It should be noted that this secrecy pertains solely to information concerning individual insurance policies (excluding, e.g. insurance guarantee agreements from the subject matter of this secrecy). From the subjective perspective, the obligation to maintain confidentiality regarding the information covered is incumbent, among others, on insurance agents, who can be classified as *other persons and entities through whom the company performs insurance activities*. Thus, if the supervisory authority demands that an insurance agent make such information available for the purposes of an ongoing inspection, the agent may not refuse to disclose it, pursuant to the exemption in art. 35 para. 2 item 6 of the Act on Insurance and Reinsurance Activities.

In the field of insurance activities, one can also point out a separate confidentiality related to the insurance agent, apart from the insurance confidentiality. Pursuant to Article 22 para. 5 item 3 of the Insurance Distribution Act, an insurance agent is obliged to keep confidential the information obtained

in connection with the performance of agency activities, concerning the insurance company, the other party to the insurance contract or insurance guarantee contract and the customer, whereby this obligation applies to the insurance agent even upon the termination of the agency agreement. This is known as trade secret of the agency.

The subject scope of the obligation to maintain the agent's confidentiality is not in doubt. What will be included in its subject scope? As already mentioned, the agent's activity is related to the distribution of insurance.

The statement about the significantly broader scope of agency secrecy compared to insurance secrecy does not require a detailed analysis. While the second (insurance secrecy) applies only to individual insurance policies, i.e., personalized data (Szczepańska, 2017, Commentary on art. 35), the agency secret extends to the stage preceding the conclusion of contracts, not only insurance contracts. It covers the preparatory process and also the stage that occurs after the conclusion of the contract, including the implementation and *administration* thereof. The relationship of superiority of the agency secret occurs between the set of information covered by the agency secret and the set of information covered by the insurance secret. All information covered by insurance secrecy remains covered by agency secrecy at the same time, but not all information covered by agency secrecy falls under insurance secrecy.

While in the case of insurance, the legislator has explicitly and specifically provided for the scope of permissible restrictions (art. 32 para. 2 of the Act on Insurance and Reinsurance Activities), it has not done so with respect to agency secrecy. Bearing in mind that the restriction of professional secrecy requires passing the proportionality test of art. 33 para. 3 of the Constitution of the Republic of Poland, one must come to the conclusion that an agent would not be exempted from the right and obligation to maintain agency secrecy when a supervisory authority makes a request for access to information covered by this secrecy, as long as the supervisory authority's request would not concern information that is also subject to insurance secrecy. Only an authorized body can exempt an insurance agent from the obligation of secrecy (Ryskalczyk, 2018, commentary to art. 22 of the Insurance Distribution Act, n.b. 5), and there is no competency norm in favor of the KNF. For example, in criminal proceedings, a court or prosecutor may decide to waive the agency secrecy.

Taking into account the above observations, one should lean towards the position that, in light of art. 35 para. 2 of the Act on Insurance and Reinsurance Activities, the supervisory authority may request access to documents or data in information systems containing information covered simultaneously by both agency and insurance secrecy from the insurance agent. However, such authority does not extend to information that constitutes the exclusive subject of agency secrecy. In fact, no provision of the law grants the KNF the authority to exempt an insurance agent from agency secrecy in this particular remaining area not covered by insurance secrecy.

CONCLUSIONS

KNF inspectors, in the course of their inspection, have the authority to demand from the inspected insurance agent access to the documents of the inspected entity and to the data and information contained in the information and communication systems. However, this entitlement is not absolute. Such a request may only concern the documents and data of the controlled entity, and moreover, it is only updated when it falls within the substantive scope of the inspection.

Due to the obligation of insurance agents to maintain professional secrecy, inspectors can request access only to documents or data in information systems that do not include information covered by any other secrecy than insurance secrecy (art. 35, para. 2 of the Insurance Distribution Act). The insurance agent should refuse to provide them with documents or data containing information that is subject to the protection of trade secrets and does not fall within the subject matter of insurance secrecy.

Notwithstanding the above, the agent also remains the disposer of information covered by the secrecy of communication (secrecy of correspondence). The contents of the mailboxes of insurance agents, like any correspondence, are protected by the secrecy of communication, regardless of the content (art. 49, para. 1 of the Polish Constitution). In order for the supervisory authority to effectively demand access to information contained in the correspondence of an insurance agent, it should first obtain this access through a separate procedure provided for by the law. Otherwise, the agent may refuse to disclose them.

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