



Insights into IFRS 17

Scope

The International Accounting Standards Board (IASB) published IFRS 17 ‘Insurance Contracts’ (IFRS 17 or the Standard) which became effective on 1 January 2023. This Standard introduced insurance contract measurement principles that require the use of:

- current, explicit and unbiased estimates of future cash flows
- discount rates that reflect the characteristics of the contracts’ cash flows, and
- an explicit adjustment to reflect the presence of non-financial risk associated with the timing and amount of cash flows anticipated during the contract period.

The articles in our ‘Insights into IFRS 17’ series explain the key features of the Standard and provide insights into their application and impact. This article explains the objective and scope of IFRS 17.

It is important to understand that IFRS 17 applies to all entities not just insurance companies that may be governed by legislation issued in the country the reporting entity operates in. It applies to all insurance contracts an entity issues (including those for reinsurance), reinsurance contracts it holds and investment contracts with a discretionary participation feature (DPF), provided the entity also issues insurance contracts.

All references to insurance contracts issued also apply to insurance contracts acquired in a transfer of insurance contracts or a business combination other than reinsurance contracts held.

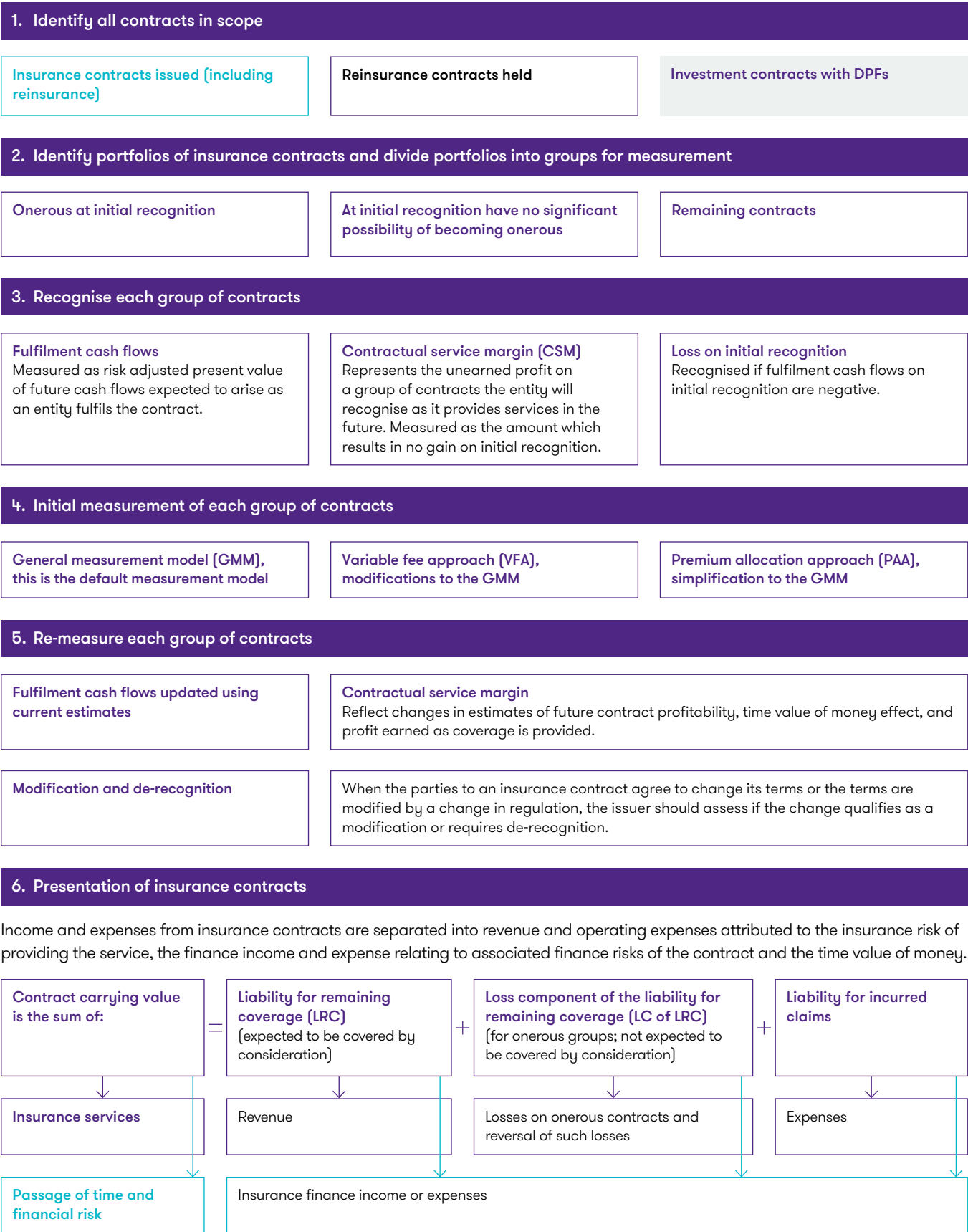
Objective

The objective of IFRS 17 is to ensure that an entity faithfully represents in its financial statements the effect that insurance contracts have on its financial position, financial performance and cash flows.

When applying IFRS 17, an entity should consider its substantive rights and obligations from a contract, law or regulation, but should disregard terms that have no commercial substance.

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The blueprint for an entity to follow in applying IFRS 17 is outlined below:



7. Disclose information on amounts, judgements and risks

Amounts from insurance contracts

- Disclose separately for portfolios of contracts which are assets and which are liabilities
- Disclose separately for insurance contracts issued, reinsurance contracts held and investment contracts with DPFs
- Reconcile opening to closing balances for each component of the carrying amounts of insurance contracts
- Analyse changes in the carrying amounts of contracts between insurance services and amounts not related to insurance services
- Analyse changes between those related to current, past or future coverage and services
- Disclose expected pattern for CSM allocation to profit or loss per type of contract

Key judgements and estimates

- Approach used to determine discount rates
- Method used to determine the risk adjustment and the corresponding confidence level
- Approach used to determine investment components in contracts
- Composition and fair value of underlying items for contracts with DPFs
- Exercise of discretion on contracts without DPFs
- Method for disaggregation (if option is taken) of insurance finance income or expenses between profit or loss and other comprehensive income (OCI)

Risks

- Policies, processes and methods to manage and measure risks
- Concentration and characteristics of risks across assets and liabilities
- Exposure and sensitivities (link to return on invested assets)
- Claims development reconciled to carrying values at reporting date
- Expected cash outflows for each of the five years post-reporting period end and in aggregate for periods beyond the first five years

Practical insight – IFRS 17 objective: an opportunity and a lever for change

IFRS 17 implementation follows a period when margins for all insurers have likely been under significant pressure from a number of factors, including:

- a prolonged period of low interest rates (although these have risen significantly more recently) and volatile equity prices
- rising prudential and conduct compliance standards being issued by regulators
- the ongoing cost of living crisis affecting individuals
- political instability, and
- economic uncertainty across the globe.

For those insurers which have historically under-invested in data and systems, applying the above implementation blueprint can result in significant operational challenges. Policy choices and underlying judgements will be challenging to embed. We have observed that IFRS 17 is not being approached as ‘yet another accounting conversion exercise’. Instead, it is proving to represent a powerful lever for change around how reporting entities that issue insurance contracts can use financial information and technology to enhance their business strategy, and attract new investors and customers. For entities it is creating an opportunity to harness the talent of insurers’ finance, actuarial, data and technology teams via a new collaborative operating culture.

Scope

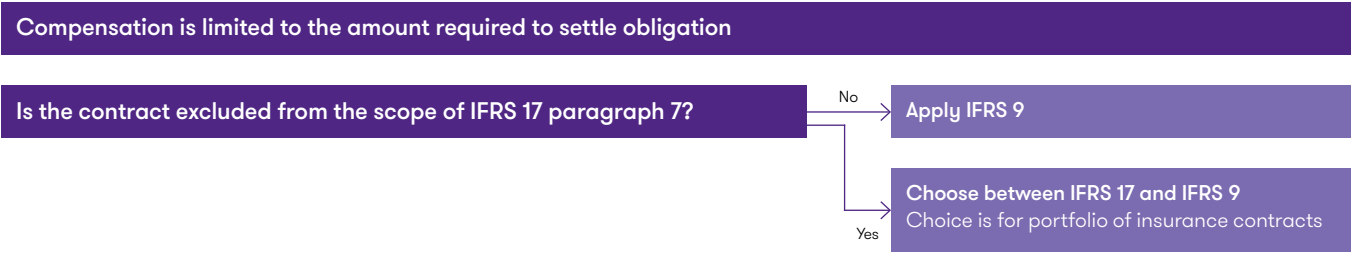
The scope exclusions are summarised in the table below:

Scope exclusion	Standards to apply
Warranties provided by a manufacturer, dealer or retailer in connection with the sale of its goods or services to a customer	IFRS 15 'Revenue from Contracts with Customers'
Employers' assets and liabilities from employee benefit plans	IAS 19 'Employee Benefits' and IFRS 2 'Share-based Payment'
Retirement benefit obligations reported by defined benefit retirement plans	IAS 26 'Accounting and Reporting by Retirement Benefit Plans'
Contractual rights or contractual obligations contingent on the future use of, or the right to use, a non-financial item	IFRS 15, IAS 38 'Intangible Assets' and IFRS 16 'Leases'
Residual value guarantees provided by a manufacturer, dealer or retailer, or provided to a lessee (when embedded in a lease)	IFRS 15 and IFRS 16
Financial guarantee contracts (unless a prior explicit assertion has been made by the issuer and insurance accounting has been applied)*	Choice to apply either IFRS 17 or IAS 32 'Financial Instruments: Presentation', IFRS 7 'Financial Instruments: Disclosures' and IFRS 9 'Financial Instruments'
Contingent consideration in a business combination	IFRS 3 'Business Combinations'
Insurance contracts where the entity is the policyholder (unless these contracts are reinsurance contracts held)	Amounts payable and receivable as a policyholder will be recognised in accordance with IFRS 9 based on the contractual obligations of the policy
Credit card contracts that provide insurance coverage (only where the insurance coverage is not separately identifiable or priced; where distinct insurance components exist entities should separate those components and apply IFRS 17 to them)	IFRS 9
Loan contracts that transfer significant insurance risk by providing insurance coverage only for the settlement of the policyholder's obligation created by the contract**	Choice to apply either IFRS 17 or IFRS 9

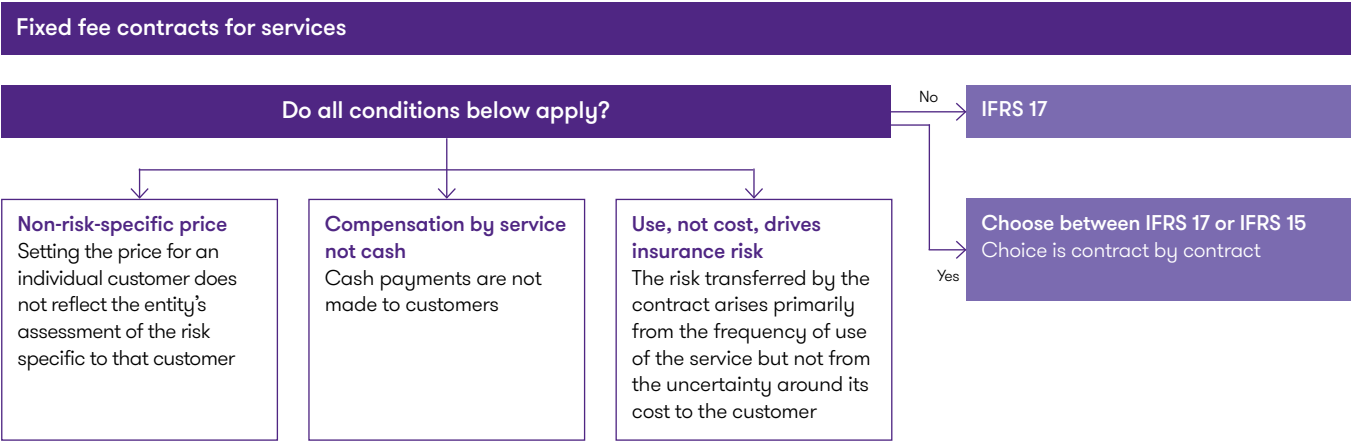
* For financial guarantees contracts where no prior explicit assertion has been made, an entity can make the choice between IFRS 17 and the Financial Instruments standards noted above on a contract-by-contract basis. Such choice is irrevocable.

** For loan contracts that transfer significant insurance risk, an entity can make the choice between IFRS 17 or IFRS 9 irrespective of whether it has already applied IFRS 9 before it first applies IFRS 17. Such choice is irrevocable and is made separately for each portfolio of insurance contracts.

Some contracts meet the definition of an insurance contract but limit the compensation for insured events to the amount otherwise required to settle the policyholder's obligation created by the contract (eg loans with death waivers).



Some contracts meet the definition of an insurance contract but their primary purpose is to provide services for a fixed fee (eg roadside/breakdown recovery contracts). An entity issuing such contracts may choose to apply IFRS 15 to them if, and only if all of the following conditions are met:



What is an insurance contract?

IFRS 17 provides a definition of an insurance contract and sets out additional guidance on how to assess the significance of insurance risk based on the possibility of a loss on a present value basis (rather than nominal), and how to evaluate changes in the level of insurance risk.

Insurance contract definition

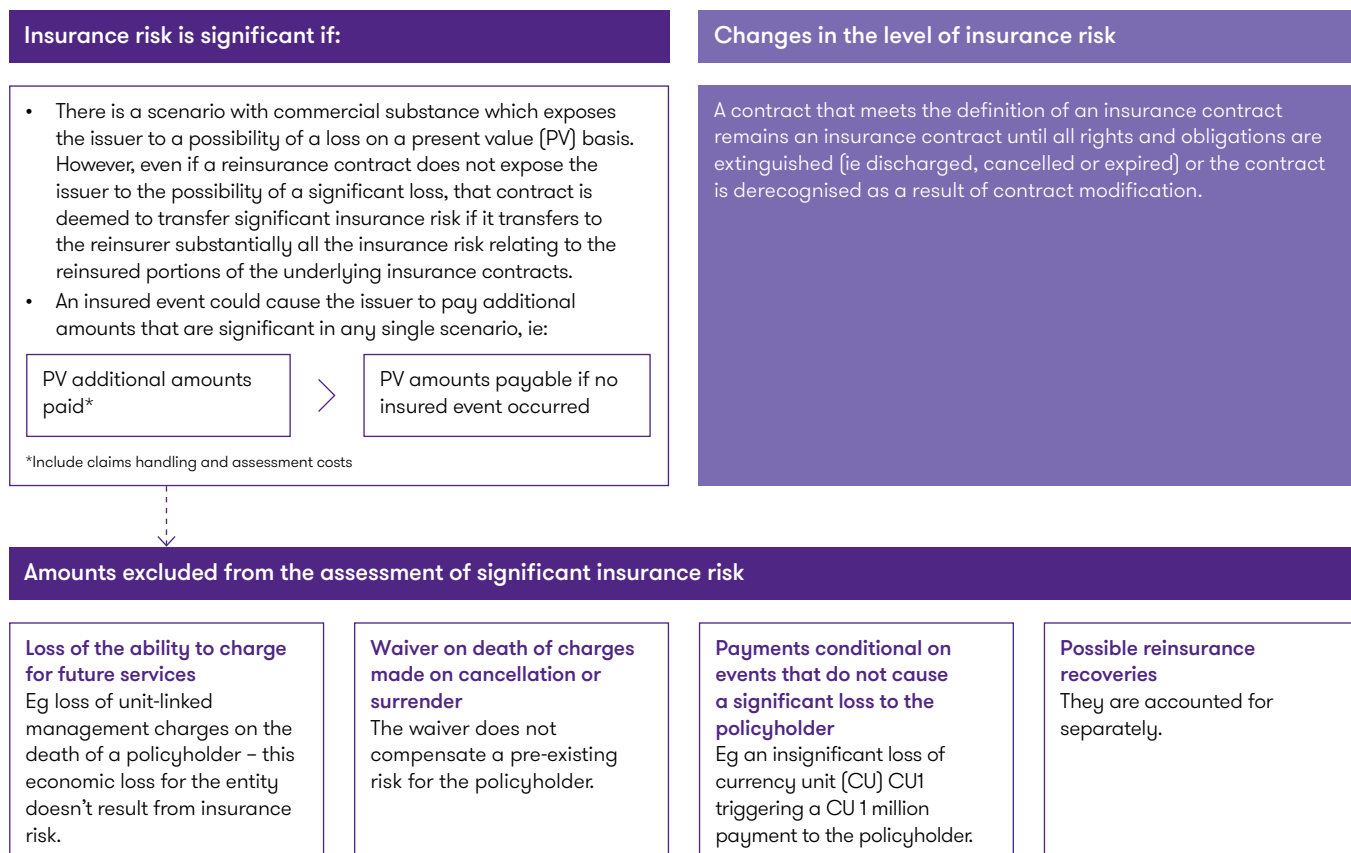
A contract in which one party (the issuer) accepts significant insurance risk from another party (the policyholder) by agreeing to compensate the policyholder if a specified uncertain future event (the insured event) adversely affects the policyholder.

IFRS 17's application guidance draws a specific distinction between insurance risk and other risks, and defines insurance risk as other than financial risk transferred from the holder of a contract to the issuer.

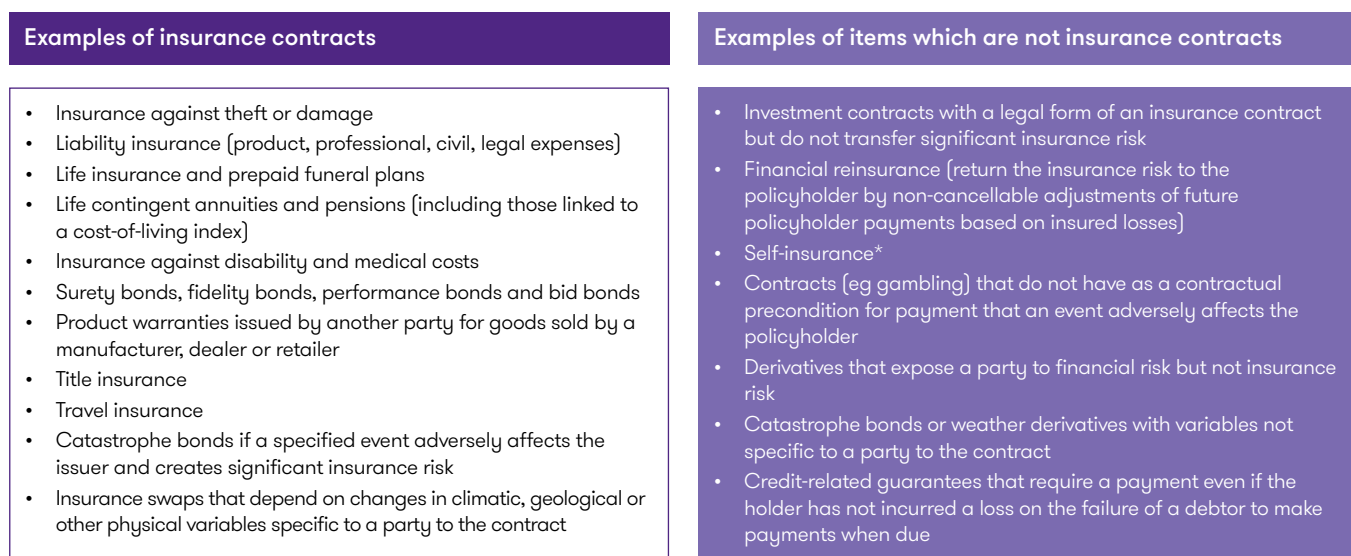
Lapse (persistency) or expense risks are not insurance risks because the resulting variability in the payments to policyholders, or the unexpected increase in contract servicing costs, are not contingent on uncertain future events which adversely affect the policyholders. However, if an entity transfers lapse or expense risk to another party (eg a reinsurer), the second contract exposes the other party to insurance risk.

An entity should assess the significance of insurance risk contract by contract. IFRS 17's application guidance explains that insurance risk is significant, if, and only if, an insured event could cause the issuer to pay additional amounts that are significant in any single scenario, excluding scenarios that have no commercial substance. Insurance risk can be significant even if there is minimal probability of significant losses for a portfolio or group of contracts (eg due to risk diversification across a portfolio).

The following considerations should be made when assessing if insurance risk is significant:



An entity can accept significant insurance risk only if it is separate from the policyholder. Therefore, as noted below, self-insurance does not constitute an insurance contract. However, IFRS 17 clarifies that for mutual entities, although policyholders bear the pooled risk collectively because they hold the residual interest in the entity, the mutual entity is a separate entity that has accepted the risk.



* Self-insurance does not constitute an insurance contract because there is no agreement with another party. Therefore, from the point of view of consolidated financial statements, there is no insurance contract for the group when an entity issues an insurance contract to its parent, subsidiary or a fellow subsidiary. However, in the individual or separate financial statements of the issuer or holder, there is an insurance contract. Local statutory reporting may require a different assessment in the separate financial statements depending on the legal structure.

Practical insight – impact for entities, which are not insurers

IFRS 17 does not constitute industry-specific guidance (unlike the equivalent ASC 944 in US GAAP), but instead specifies the principles which should be applied to contracts that meet the definition of an insurance contract, irrespective of the legal and regulatory status of their issuer.

Therefore, entities issuing warranties, credit-related guarantees, guarantees of pension obligations of group entities, bonds related to participation in tenders or for contract execution, weather derivatives, etc. should analyse carefully the terms of such arrangements, even when they do not have the legal form of an insurance contract. Such analysis should establish the existence and extent of insurance risk transfer in order to achieve correct accounting treatment in accordance with the applicable IFRS Accounting Standard. Where non-insurance entities conclude that they have issued contracts within the scope of IFRS 17, they need to consider their staff and senior management's understanding of this Standard, information systems, data requirements and preparedness for much more complex measurement routines and demanding disclosures.

Combination of insurance contracts and separation (unbundling) of contractual components

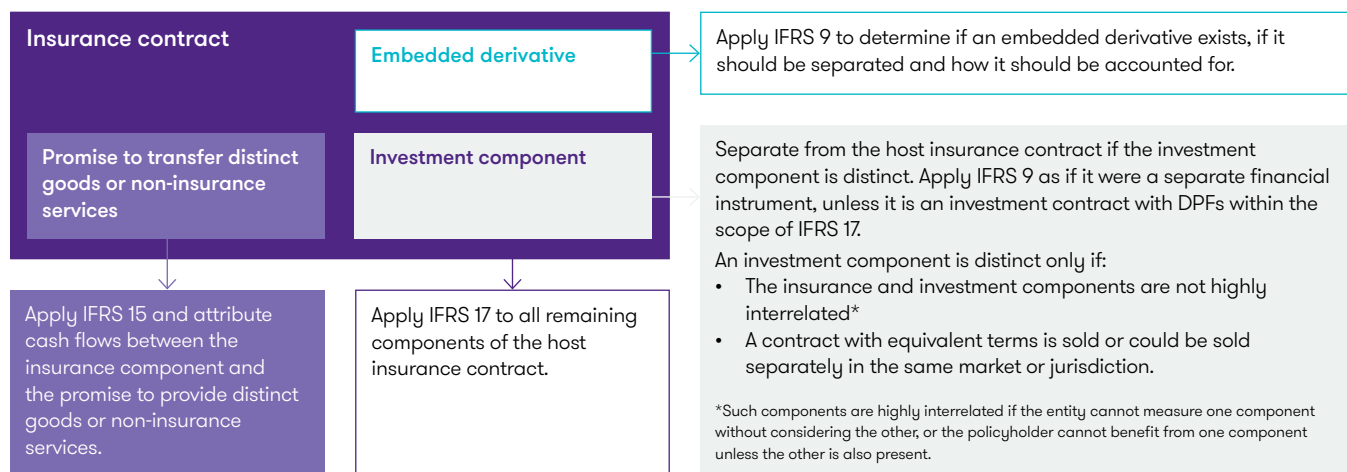
When a set of insurance contracts with the same or a related counterparty achieves, or is designed to achieve, an overall commercial effect, it may be necessary to treat the set as a single contract in order to report the substance of the arrangement.

An insurance contract may contain one or more components that would have been in the scope of another standard if they were separate contracts. In accordance with IFRS 17, an entity identifies and accounts for the components of a contract as outlined below:

Practical insight – contract management

IFRS 17's requirement to combine contracts which achieve common overall commercial impact may influence the way certain fronting arrangements are reported.

For example, where an insurer issues a contract to a direct policyholder or assumes reinsurance but at the same time enters into a mirroring back-to-back outwards reinsurance contract, when combined, these arrangements may not meet the criteria for significant insurance risk transfer for the fronting cedent. As a result, unforeseen impacts may arise on key performance indicators (KPIs) or capital and risks management targets (eg from additional counterparty risk).



Practical insight – product development

IFRS 17 may pose a challenge to existing interpretations of contract clauses or certain products' terms and conditions. If IFRS 17 is applicable, entities may have to revisit prior analysis before they confirm or rebut decisions previously made on unbundling. Entities may have to redesign controls around future product development and approval to achieve sufficient rigour over the identification of components outside IFRS 17's scope. The same applies to IT systems' capability for processing and appropriate data capture for measurement and disclosure. Much closer collaboration will be needed between financial reporting specialists, actuaries and underwriters.

How we can help

We hope you find the information in this article helpful in giving you some detail into aspects of IFRS 17. If you would like to discuss any of the points raised, please contact infor@sa.gt.com.