



STAFF REPORT

Merger of Billy Craig Insurance Brokers and MGI (Insurance Brokers) Limited

Case no. 8152-20

March 10, 2021

FINAL

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I. THE PARTIES

1. Billy Craig Insurance Brokers (“**BCIB**”) is a company duly incorporated under the laws of Jamaica with registered offices at Suite 1A, Fairview Office Park, Alice Eldemire Drive, P.O. Box 21, Montego Bay, St. James.¹ BCIB offers island-wide, full-service commercial brokerage and has over 50 years of experience offering local and international insurance solutions, commercial insurance, and risk management to commercial clients in a wide variety of industries.² It was founded in 1963 and incorporated in 1978.
2. MGI (Insurance Brokers) Limited (“**MGIB**”) is a company duly incorporated under the laws of Jamaica with registered offices located at 14 ½ Ripon Road, Kingston 5, Saint Andrew.³ The core activity of MGIB is Insurance General Services. MGIB was founded in 1986 as a wholly-owned subsidiary of the Maritime & Shipping Group of Companies. The entity concentrates mostly on high-value corporate clients. MGIB’s brokerage offers personalized and specialist insurance services to both personal clients and commercial entities.⁴ MGIB also offers Employee Benefits and Personal lines insurance with an emphasis on insuring high-end homes and vehicles.
3. BCMG Insurance Brokers Limited (“**BCMG**”) is a company with its registered address at Suite 1A, Fairview Office Park, Alice Eldemire Drive, P.O. Box 214, Montego Bay, St. James.⁵

II. THE CHALLENGED CONDUCT

4. In October 2020, BCIB and MGIB merged their insurance brokerage businesses. To effect the merger of the two brokers, a new company, BCMG, was incorporated to acquire the assets of both entities. The merger sees the joining of the two insurance brokers who jointly have

¹ Companies Office of Jamaica search results

² Financial Gleaner dated October 16, 2020- Billy Craig and MGIB join forces in Insurance Mega-Merger

³ Companies Office of Jamaica search results

⁴ Financial Gleaner dated October 16, 2020-Billy Craig and MGIB join forces in Insurance Mega-Merger

⁵ Companies Office of Jamaica search results

9.2% of the brokerage market as of the year ending 2019.⁶ The investigation is initiated by the Fair Trading Commission arising from published reports that the agreement proposes to, among other things, bring under common ownership two previously independent competing companies in Jamaica. Pursuant to its mandate under section 5 of the Fair Competition Act 1993 (“**FCA**”), the investigation is being conducted under section 17 to determine whether the agreement has the effect or likely effect of substantially lessening competition in a market in Jamaica.

5. The Fair Trading Commission (“**FTC**”) is investigating the merger to determine the effect or likely effect of the challenged transaction on competition.

III. KEY INVESTIGATION TIMELINE

6. The FTC became aware of the transaction by way of newspaper reports dated October 15th and October 16th, 2020.
7. The FTC subsequently interviewed BCIB and MGIB on January 11, 2021, in relation to the acquisition.
8. The FTC also obtained information from the Financial Services Commission in relation to the insurance industry and specifically the total revenue for insurance brokerages in Jamaica.
9. On January 28, 2021, the FTC received the acquisition documents from BCIB and MGIB, being Agreement for Sale and Acquisition of Business between BCMG Insurance Brokers Limited and Billy Craig Insurance Brokers Limited. Also, Agreement for Sale and Acquisition of Business between BCMG Insurance Brokers Limited and MGI (Insurance Brokers) Limited both dated October 2, 2020 (hereinafter referred to collectively as the “**Agreements for Sale and Acquisition**”).

IV. THEORY OF HARM

10. The conduct is being challenged on the basis that it constitutes a potential breach of section 17 of the Fair Competition Act (FCA) which prohibits agreements which have as their purpose

⁶ The Financial Services Commission

or effect, the substantially lessening of competition in any relevant market, without any legitimate business objective. The challenged conduct could distort competition by significantly changing the market structure for insurance brokerage services in Jamaica. The acquisition could see BCMG harming consumers by offering a poorer quality service, lowering the number of locations available to them, or increasing the price of services to above competitive levels. This theory of harm presumes that the merger will remove significant competitive constraints which existed in the market prior to the challenged conduct, leading to the exercise of market power by BCMG.

V. OVERVIEW

11. An insurance broker/agent is an intermediary between the insured (consumer/client) and the insurer (service provider). Brokers act on behalf of their clients by providing them with the advice needed to make the best decision regarding the insurance company that would best meet their needs and budget. There are over ten insurance companies that offer general insurance in Jamaica and over four life insurance companies. Serving these insurance companies are over forty-two insurance agents (individuals and corporate) and over twenty-four insurance brokers.⁷

12. Brokers and agents are similar in every aspect except that while brokers do business for a broad cross-section of insurance companies and types of insurance products offered, agents generally have a limited number of insurance companies that they can do business for directly, which tend to see a more limited product offering. A broker/agent will help you identify your individual and/or business risks to help you decide what to insure, how to manage those risks in other ways, and with which company it is best to insure. An insurance broker/agent might specialize in one specific type of insurance (of which there are nine different types in Jamaica). It is, however, not uncommon for them to offer their services across multiple types of insurance. The work of insurance brokers also spans giving its clients technical advice regarding the making of claims.

⁷ Financial Services Commission

13. Appendix A shows the names and types of insurance brokerage services supplied by the brokers in Jamaica.
14. The rest of the Report is organized as follows: Section VI describes the range of markets in which competition could be adversely affected by the challenged conduct. Section VII describes the FTC's assessment of the competitive effects of the challenged conduct in the markets identified in Section VI. In Section VIII, the Report presents a summary of the key findings as well as the overall conclusion of the investigation. The Report concludes in Section IX, in which the FTC describes measures that could be taken to mitigate the potential anticompetitive effects identified in Section VII.

VI. MARKET DEFINITION

15. To evaluate the competitive effects of the challenged conduct, it is useful to identify the boundaries within which competition takes place. This process is known as defining the relevant market. Market definition allows for the assessment of competitive effects and is helpful in examining efficiency claims and designing a remedy to avoid or reverse anticompetitive effects of the conduct, if any.
16. The relevant market is the smallest group of products that compete with one another within a geographic area. Firms in the relevant market offer the most immediate and direct competition to those being investigated. Market definition sets the stage on which competition takes place.
17. Two components of the relevant market are the product market and the geographic market. In essence, the relevant market for economic analysis is defined as a product (or group of products), a geographic region such that a hypothetical profit-maximizing supplier, not subject to price regulation, could profitably raise prices above the competitive level.
18. Based on the above, a market may consist of one type of good or service and another/other goods or services that "are substitutable for them".
19. Thus, the relevant market will first have to be defined in terms of the product market and the geographic market.

Relevant Product Market

20. The relevant product market defines the product boundaries within which competition meaningfully exists between the parties to the challenged conduct and includes only those products that are reasonably interchangeable by consumers for the same purpose. Therefore, the product market is taken to comprise all those products supplied by BCIB and MGIB, which consumers regard as reasonable substitutes by reason of the products' characteristics, prices, and intended use.
21. BCIB and MGIB merged their businesses being that of brokerage insurance services. BCIB is one of Jamaica's leading commercial insurance brokers with approximately 1,000 clients.⁸ BCIB offers island-wide, full-service commercial brokerage and has over 50 years' experience offering local and international insurance solutions, commercial insurance, and risk management to commercial clients in a wide variety of industries.⁹ MGIB concentrates mostly on high-value, corporate clients and has a clientele of just over 200.¹⁰ MGIB's brokerage offers personalized and specialist insurance services to both personal clients and commercial entities.¹¹ MGIB also offers Employee Benefits and Personal lines insurance with an emphasis on insuring high-end homes and vehicles.

Conclusion

22. Since MGIB and BCIB both offer insurance brokerage services, the relevant product market for assessing the competitive effects of the agreement is no broader than the market for insurance brokerage services.

Relevant Geographic Market

23. Having identified the relevant product market(s), the FTC next defines the relevant geographic market, which comprises the area in which the firms concerned are involved in the supply of products or services, and in which the conditions of competition are sufficiently similar. This area is a geographical territory, which can be distinguished from neighboring

⁸ Gleaner dated October 15, 2020- Neville Graham

⁹ Financial Gleaner dated October 16, 2020- Billy Craig and MGIB join forces in Insurance Mega-Merger

¹⁰ Gleaner dated October 15, 2020- Neville Graham

¹¹ Financial Gleaner dated October 16, 2020-Billy Craig and MGIB join forces in Insurance Mega-Merger

areas, in which competition conditions in a relevant market of a product are sufficiently the same for all participants in such market.¹²

24. The relevant geographic market is no wider than Jamaica. The market dynamics mean that persons can access insurance brokerage services of many brokers over the internet. The implications of this are that they are not limited to brokerage services in any single location and can readily access the majority of brokerage services offered by several insurance brokers, including the parties to the transaction, once they have access to the internet. The cost of access to the internet and the potential savings of exploring the choices available all point to the ease with which, and the incentives for customers to access insurance brokerages across the island.

Conclusion

25. The relevant geographic market for assessing competition in the insurance brokerage services market is Jamaica.

VII. ASSESSMENT OF SUBSTANTIALLY LESSENING OF COMPETITION

A. Analytic Framework

26. The FTC's jurisdiction to investigate matters concerning the conduct of business in Jamaica is grounded in section 5(1)(a) of the Fair Competition Act ("FCA"). In *Fair Trading Commission v. Digicel & Anor*,¹³ the Privy Council confirmed this jurisdiction and stated additionally that the FTC is not precluded from investigating and/or intervention in any particular sector of the market, subject to any legislation that expressly excludes this particular sector.

27. Based on the foregoing, the FTC has the jurisdiction to investigate the challenged conduct to determine whether the same has breached the FCA provisions.

28. The Privy Council also confirmed that section 17 of the FCA applied to mergers and acquisitions.

¹² Geographic Market Definition in European Commission Merger Control
http://ec.europa.eu/competition/publications/reports/study_gmd.pdf Retrieved August 8, 2019

¹³ *Fair Trading Commission v. Digicel & Another* [2017] UKPC 28 per Lord Sumption at paragraph 22

29. The Financial Services Commission Act applies to the Insurance brokerage industry. After examining the provisions of the Financial Services Commission Act, the Staff determined that nothing in these provisions is likely to be construed as having the effect of ousting the jurisdiction of the FTC to investigate anticompetitive conduct in this industry.
30. The Insurance Act 2001 governs insurance companies and brokers. Section 31 of this Act permits an insurance company wishing to amalgamate/merge its property and business with that of another insurance company with the written approval of the Financial Services Commission (“FSC”).¹⁴ While this Act vests the authority to approve mergers in this industry with the FSC, nothing in the Act precludes the FTC from investigating such matters.

Relevant Section of the FCA

31. The challenged conduct could potentially contravene section 17 of the FCA. Section 17 falls under Part III of the FCA, which deals with the Control of Uncompetitive Practice.
32. For a claim to succeed and liability to be established under section 17, the following must be established:
- (i) that there is an agreement:
 - (ii) that the agreement contains a provision(s) that either:
 - has as its purpose the substantial lessening of competition in a market;
 - has the effect of substantially lessening competition in a market; or
 - is likely to have the effect of substantially lessening competition in a market.
33. Generally, agreements containing restraints of trade which are not reasonably necessary to promote a legitimate business objective would be deemed to have as their purpose the substantial lessening of competition, Further, agreements containing provisions which lead to, or is likely to lead to, demonstrable harm to rivalry and consumers in any relevant market are deemed to have the effect of substantially lessening competition.

¹⁴ The Insurance Act 2001 s.31(1)(a).

34. Agreements which have their purpose, the effect or likely effect of substantially lessening of competition, would not breach the FCA if the FTC is satisfied that these provisions are ancillary to a concentration and therefore necessary. To be considered as necessary, the provisions must satisfy the following:

- (i) its duration must not be longer than three years when transferring goodwill and know-how and for two years if only goodwill is transferred;
- (ii) its geographic scope should be limited to the area where the vendor had established the products or services before the transfer;
- (iii) it must be limited to products and services which form the same economic activity of the undertaking transferred.¹⁵

35. Section 17 is examined in detail below:

(1) This section applies to agreements which contain provisions that have as their purpose the substantial lessening of competition or have or are likely to have the effect of substantially lessening competition in a market.

(2) Without prejudice to the generality of subsection (1) agreements referred to in that subsection include agreements which contain provisions that-

(a) directly or indirectly fix purchase or selling prices or any other trading conditions;

(b) limit or control production, markets, technical development or investment;

(c) share markets or sources of supply;

(d) affect tenders to be submitted in response to a request for bids;

(e) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;

(f) make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts,

being provisions, which have or are likely to have the effect referred to in subsection (1).

¹⁵ Butterworths on Ancillary Restraints

(3) Subject to subsection (4), no person shall give effect to any provision of an agreement which has the purpose or effect referred to in subsection (1); and no such provision is enforceable.

(4) Subsection (3) does not apply to any agreement or category of agreements the entry into which has been -authorized under Part V or which the Commission is satisfied-

(a) contributes to-

(i). the improvement of production or distribution of goods and services; or

(ii). the promotion of technical or economic progress,

while allowing consumers a fair share of the resulting benefit;

(b) imposes on the enterprises concerned only such restrictions as are indispensable to the attainment of the objectives mentioned in paragraph (a); or

(c) does not afford such enterprises the possibility of eliminating competition in respect of a substantial part of the goods or services concerned.

36. The agreement or its provisions must not be one that satisfies the exemptions provided in section 17(4) or be one to which the FTC has granted authorization pursuant to section 29 of the FCA.

37. The requirements under section 17 are disjunctive, i.e., the provisions of the agreement need to have (1) the purpose, (2) the effect, or (3) the likely effect of substantially lessening competition in the relevant market. Provided that any of these limbs of the test stated above are satisfied, then section 17 would be breached subject to the exemptions provided in subsection 4 of this section.

B. Assessment of the Purpose

38. In this section, the FTC examines the Agreements for Sale and Acquisition to determine whether any clauses therein contain provisions which have as their purpose the substantial lessening of competition in any relevant market.

39. It is important to note at the outset that the Agreements for Sale and Acquisition are identical save for the Vendors- being BCIB in one Agreement and MGIB in the other.

40. Clause 16, which highlights several restraints of trade, was reviewed to ascertain whether any of the restraints raised any competition concerns.
41. Clause 16.1 sets out restraints imposed on the Vendor, whereby the Vendor undertakes that for three years neither it, its affiliates, shareholders, nor principals will inter alia: develop, carry on or be engaged in or provide advice to any other business engaged in supplying goods and services identical, similar or competitive with the Business in Jamaica; have a proprietorship interest in any business similar, identical or competitive with the Business in Jamaica except as a shareholder in a public company with no more than 5% of the issued shares; or solicit canvass or entice away from the Business or the purchaser any client or customer to offer goods or services similar or materially competing with those of the Business.
42. Clause 16.1.4 prohibits the Vendor from disclosing confidential information regarding the Business or using the same for any collateral or improper purpose.
43. Clause 16.2 states that each covenant in clause 16 shall be construed as a separate covenant and that if one or more of these covenants is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade the remainder of the covenants will continue to bind the Vendor. Clause 16.3 stipulates that if any covenant contained in clause 16 is void as expressly set out but would be valid if the period of its application was reduced or if some part of the covenant was deleted, then the covenant in question will apply with the necessary modifications to make it valid and effective.
44. Clause 16.4 of the Agreements for Sale and Acquisition mandates that the Vendor refers to the Purchaser, all inquiries it may receive in the future, and no time limit is imposed on this obligation.
45. Finally, in clause 16.5, the Purchaser warrants that it has agreed with the other Vendor by which it is bound by substantially similar restraint of trade covenants.

Conclusion

46. To the extent that there is no duration of the obligation outlined in clause 16.4 of the Agreement, the FTC concludes that the Agreement contains a provision which has as its

purpose, the substantial lessening of competition a relevant market, subject to the evaluation of exemptions outlined in Part D of this section of the Report.

C. Assessment of the Effect or Likely Effect

47. In this section, the FTC examines the Agreements for Sale and Acquisition to determine whether any provision therein contains provisions which have, or are likely to have, the effect of substantially lessening of competition in any relevant market.
48. To establish that the Agreement has, or is likely to have, the effect of substantially lessening competition, it is necessary to show that the Agreement leads to, or is likely to lead to, demonstrable harm to rivalry and consumers in any relevant market.
49. Harm to rivalry is typically demonstrated by power to raise a rival's costs or exclude rivals from any relevant market. Therefore, a useful starting point for an assessment of harm to rivalry is an evaluation of changes in the competitive constraints faced by businesses arising from the Agreements for Sale and Acquisition through an examination of market shares and market concentration level. This is the case as market shares, and market concentrations level are indicators of competitive constraints from current rivals. The greater the market concentration level, the weaker the competitive constraints faced by the enterprise with the leading market share, all other things held constant.

Market Share and Concentration

50. The extent to which an enterprise faces competitive constraints from current rivals is indicated by market concentration. Market concentration level is measured by the Herfindahl-Hirschman Index (HHI), which is based on the distribution of market shares. HHI is calculated by squaring the market share of each firm in a market and then summing the resulting numbers. It ranges between a maximum of 10,000 (where there is only one supplier)

and a minimum of zero (where there is a large number of equally sized suppliers). The range of market concentration as measured by the HHI can be classified as follows¹⁶:

- HHI less than 1,500. Market is considered unconcentrated, and transactions resulting in unconcentrated markets are not likely to have adverse competitive effects.
- HHI between 1,500 and 2,500. Market is considered moderately concentrated.
- HHI greater than 2,500. Market is considered highly concentrated, and transactions that increase the HHI by more than 200 points in highly concentrated markets generally raise competition concerns as they are assumed to enhance market power.

51. In general, horizontal merger assessment considers both the post-merger concentration and the increase in concentration as a consequence of the transaction. Typically, competition concerns do not arise in mergers which increase market concentration by less than 100 points.

52. Information gathered indicates that 24 enterprises are licensed to offer brokerage services in Jamaica. Brokers/Agents earn revenue based on a percentage of the premiums underwritten for their clients. This revenue is termed commissions and is paid by insurance companies to brokers/Agents.

Table 1. Market shares insurance brokers market Jamaica (based on Commissions)

Brokers	Market Share (in %)		
	2019	2018	2017
MGIB	3	3	3
BCIB	6	7	7
Increase in HHI*	39	41	42

¹⁶ The US Horizontal Merger Guidelines (2010)].

*The increase in HHI is equal to twice the product of the market shares of the two merging firms.

53. The FTC collected data on commissions for the parties to the transaction over the period ending 2019. During this period, the market generated commissions of approximately \$5,130 million, with MGIB contributing 3% and BCIB accounting for 6% (Table 1 above).
54. The analysis indicates that the merger increased market concentration by less than 100 points based on data collected for 2018 and 2019. Accordingly, the merger raises no concern in any relevant market currently.
55. To complete the assessment, it is necessary to assess the likely competitive effects in the relevant market in the foreseeable future. The restraint of trade provisions contained in the Agreements for Sale and Acquisition affects the relevant market in the foreseeable future. In particular, the Agreement includes four sub-clauses (16.1, 16.2, 16.3, and 16.4) which impose restrictions on the Vendor's participation in the relevant market.
56. An assessment of the likely effect of the restriction on trade considers whether and the extent to which the restriction eliminates a significant competitive constraint on the conduct of the merged entity in the foreseeable future.
57. The FTC notes that MGIB and BCIB face significant competitive constraints from other market participants. MGIB identified five insurance brokers as its top competitors (none of which was BCIB), while BCIB identified three insurance brokers as its top competitors (none of which was MGIB).¹⁷ This is also consistent with the observed trend in market shares during the period 2017-2019, in which BCIB's market share has been stable around 7% while MGIB's market share has been stable at around 3%.
58. Based on the above, the FTC concludes that both MGIB and BCIB faced significant competitive constraints from other market participants at the time of the agreement. The restrictions of

¹⁷ FTC meeting with BCIB and MGIB on January 11, 2021. MGIB's top competitors were identified as CGM Gallagher, Allied, Fraser Fontaine, Marathon and PMG Insurance Brokers. BCIB's top competitors were identified as CGM Gallagher, Allied and Fraser Fontaine Insurance Brokers.

trade are unlikely to remove the competitive constraints face by the merged entity in the foreseeable future.

Conclusion:

59. The FTC concludes that the restrictions of trade provisions contained in the Agreement do not have, nor are they likely to have, the effect of substantially lessening competition in any relevant market.

D. Evaluating Exemptions

60. In Part B of this Section, the FTC concluded that Agreement contains a provision (Clause 16.4) which has as its purpose the substantially lessening competition in the relevant market. In what follows, the FTC evaluates whether the Agreement qualifies for any exemption stipulated under section 17(4) of the FCA.

61. Clause 16.4 mandates that the Vendor refers to the Purchaser, all enquiries it may receive in the future, and no time limit is imposed on this obligation. Regarding the implementation of the restraint of trade clause 16.4, so far as it relates to no duration on this obligation, the FTC is not satisfied that this clause is necessary to achieve any legitimate business objective and therefore would not qualify for any exemption under section 17(4).

Conclusion

62. The FTC concludes that the Agreements for Sale and Acquisition contain a restraint of trade provision (Clause 16.4), which has as its purpose the substantial lessening of competition in the relevant market and does not qualify for exemptions under the FCA.

VIII. SUMMARY AND OVERALL CONCLUSION

63. The relevant geographic market for assessing competition in the insurance brokerage services market is Jamaica.

64. The challenged conduct could potentially contravene section 17 of the FCA. Section 17 falls under Part III of the FCA, which deals with the Control of Uncompetitive Practice.

65. For a claim to succeed and liability to be established under section 17, the following must be established:

(iii) that there is an agreement:

(iv) that the agreement contains a provision(s) that either:

has as its purpose the substantial lessening of competition in a market;

has the effect of substantially lessening competition in a market; or

is likely to have the effect of substantially lessening competition in a market.

66. The FTC concludes that the restrictions of trade provisions contained in the Agreement do not have, nor are they likely to have, the effect of substantially lessening competition in any relevant market.

67. To the extent that there is no duration of the obligation outlined in clause 16.4 of the Agreement, the FTC concludes that the Agreement contains provisions which have as its purpose the substantial lessening of competition in a relevant market.

68. The overall conclusion of the investigation is that the Agreement breaches section 17 of the Fair Competition Act.

IX. **RECOMMENDATION**

69. In this section, the FTC proposes remedial measures designed to mitigate the anticompetitive effects described in Section VII.

70. The FTC identified clause 16.4 as the only restraint of trade in the Agreements for Sale and Acquisition that is not reasonably necessary to support any legitimate business objective because it extends for a period beyond three years.

71. Accordingly, the FTC recommends that this clause be limited to no more than three years to mitigate the potential anticompetitive effects.

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Addendum to Staff Report dated March 10, 2021

Merger of Billy Craig Insurance Brokers and MGI (Insurance Brokers) Limited

Case no. 8152-20

Final

December 8, 2021

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CONCLUSION AND RECOMMENDATION OF STAFF REPORT

1. By Staff Report dated March 10, 2021, the Staff of the Fair Trading Commission (“the Staff”/ “the FTC”) concluded that clause 16.4 of the Agreements for Sale and Acquisition of Business dated October 2, 2020, between Billy Craig Insurance Brokers Limited (“BCIB”) and BCMG Insurance Brokers Limited (“BCMG”) AND between MGI (Insurance Brokers) Limited (“MGIB”) and BCMG (collectively “AFSA”) was a restraint of trade provision that had the purpose of substantially lessening competition in the relevant market. Clause 16.4 mandated the Vendor to refer all inquiries it may receive in the future to the Purchaser, and no time limit was imposed on this obligation.
2. The Staff found that the merger of BCIB and MGIB to form BCMG was in breach of section 17 of the Fair Competition Act (“FCA”). The FTC, therefore, recommended that clause 16.4 be limited to a period of no more than three (3) years to mitigate any potential anticompetitive effects.

AMENDMENT

3. By letter dated October 5, 2021, BCMG advised the FTC that BCIB and MGIB agreed to amend clause 16.4 in the AFSA to limit the duration of the said clause to a period of three (3) years. The amended clause states that: *“The Vendor shall, for a period of three (3) years after the Completion Date, promptly refer to the Purchaser all enquiries relating to the Business the Vendor may in future receive, including enquiries from potential customers.”*

CONCLUSION

4. After reviewing the proposed amendment, the Staff is of the view that said amendment adequately addresses the concerns of the FTC as laid out in its Staff Report dated March 10, 2021.
5. In light of the amendment to clause 16.4, the FTC concludes that the AFSA as revised by the parties does not contravene any provisions of the FCA.

RECOMMENDATION

6. The Staff therefore recommends to the Commissioners that the investigation into the merger of BCIB and MGIB be closed without any further action on the part of the Commission.