Continuous Mortality Investigation
Institute and Faculty of Actuaries
Since 1924 | More than 100 years of insight

CMI Terms and Conditions – a guide for users of our outputs

Background

The CMI has a long history of providing authoritative and independent mortality and sickness rate tables, for UK life insurers and pension funds, and considers future changes in mortality experience. Our structure and governance underwent radical changes in 2013; since then:

- The CMI's work is undertaken within a UK private company, CMI Limited, that is wholly owned by the Institute and Faculty of Actuaries (IFoA).
- The CMI is funded by annual subscriptions paid by organisations that require access to our work for commercial purposes ("**Subscribers**").
- Most of CMI's new work is made available only to "**Authorised Users**", i.e. to people working for Subscribers and to researchers for non-commercial use. The use of such work is subject to Terms and Conditions that are available on the IFoA website.

Why does the CMI need to restrict access to its work?

Mortality (and morbidity) tables and the CMI's Mortality Projections Model ("**the CMI Model**") are at the core of the CMI's work, together with supporting research and associated tools. Considerable time, expertise, resource and effort goes into producing these materials, from data collection and processing through to consultation on proposed rates and in developing the CMI Model.

Although the volunteers on our committees perform an important role, the CMI also engages professional firms, in particular to ensure that data is handled securely, confidentially and in accordance with data protection legislation. This is funded by subscription fees from firms that use our work for commercial purposes. In adhering to the principles of fairness and equity to our Subscribers, we need to ensure that all such firms pay an equitable fee and to place restrictions on the use and transfer of our work.

CMI Terms and Conditions

There are two sets of terms and conditions that govern the use of CMI's work:

- **Terms and Conditions for Subscribers**. These terms govern the use of CMI's outputs by Subscribers (i.e. those organisations that pay a subscription fee to CMI Limited) and non-commercial organisations (i.e. entities, including regulators and regulatory authorities, which CMI permits to access and use CMI Materials solely for research, public policy or public interest purposes and for no commercial purpose whatsoever and where no subscription fee applies).
- **Terms and Conditions for Academics and CMI Committee members**. These terms govern the use of CMI's outputs for non-commercial purposes by those not required to pay a subscription fee (i.e. academics and CMI Committee members).

The terms for Subscribers and for Academics both apply from 1 March to 28/29 February the following year. This is the period covered by each annual subscription. Separate terms and conditions govern the submission of data to the CMI. These terms and conditions are also available on the IFoA website, under CMI data. The CMI may update these terms and conditions from time to time.

Purpose of this document

This document is intended to assist individuals working for a Subscriber to understand how they can – and how they should not – use CMI's work. Please note:

- This document considers the CMI Terms and Conditions for Subscribers (“**Terms”**) only; it does not cover the use of the CMI’s work for non-commercial purposes by those not required to pay a subscription fee.
- If you are unclear about your use of CMI’s work, you should check with colleagues or seek legal advice.
- This document is not legally binding, nor does it constitute legal or professional advice.
- This document is a guide and should be treated as such. Therefore, in the event of any inconsistency between the Terms and this guide, the Terms take precedence.
- The CMI may issue updated versions of this guide on the IFoA website at any time, without notice we recommend Subscribers to periodically check for updates.
- This document also explains the CMI’s expectations and requirements about the use of AI with any CMI outputs, materials or any other of the CMI’s work.

What types of CMI outputs are there?

In the Terms, CMI’s work is referred to as “**CMI Materials**” and these are divided into two types:

- **Research Report**: this is a document such as a working paper that is generally made available in pdf format.
- **CMI Software**: this is any software, spreadsheet or similar; in particular, including the CMI Model.

This distinction was introduced into the Terms in March 2020 and, from that date, each new output released by the CMI will state which type it is.

The key differences between the two types of output are:

1. You shall not modify a Research Report. In contrast, you can modify CMI Software – indeed, the CMI often makes the underlying code / formulae available to encourage you to ensure you understand how it works and to test the impact of amending it.
2. Both types of CMI Materials are subject to copyright and intellectual property rights but – for CMI Software – the CMI needs to protect its rights over the underlying data, the code or formulae in the software and the outputs you produce from the software.

What is Modified Software?

If you make changes to CMI Software, this is defined in the Terms as “**Modified Software**”. Because the original software contains CMI’s intellectual property, CMI also owns intellectual property rights in the Modified Software. However, you are responsible for any changes you make and you or your employer may have intellectual property rights in the modifications.

What is an Extract?

An “**Extract**” is a portion of any CMI Materials (or Modified Software) that you use in your work. This could include:

- A quotation, a small table of values or a chart that you copy from a working paper;
- A sample of code from CMI Software or Modified Software.

What is a Bespoke Report?

A “**Bespoke Report**” is an output (including document(s) and calculated values) that you or a colleague creates, using a Research Report, CMI Software or Modified Software or an Extract.

An example might be a report that you produce for a pension scheme client, or the Board of a life insurer, that includes life expectancy values at key ages calculated using an “S4” mortality table, projected forward using a version of the CMI Model. Such a report would normally note which of CMI’s outputs you used and what assumptions you have used. Similarly to Modified Software, above, a Bespoke Report would contain some elements of CMI’s intellectual property, and therefore CMI owns intellectual property rights in the Bespoke Report, but you or your employer may also have intellectual property rights over how you used these outputs (and, of course, those parts of the report that do not use CMI’s work).

If I create a Bespoke Report or Modified Software, how should I indicate CMI's rights?

The answer to this depends on the nature of the CMI Materials that you include and who the output is aimed at. For example:

- In an internal report or output, using selected life expectancy values from the CMI Model, it may be sufficient to say "… (using CMI_2018 with Core parameters and a long-term rate of 1.5%)…".
- However if your report or output includes a full mortality table and could be shared externally, you would need to be explicit about the source of the numbers and the restrictions on their use.

Can I share CMI Materials with colleagues?

Yes, but you should ensure that before doing so, they understand that what you send them is subject to CMI's Terms to avoid the risk that they inadvertently use it inappropriately. If your colleague works in an associated company, you should also check whether or not they are covered by your firm's subscription.

Can I share CMI Materials externally?

Again, yes, but greater care is needed here! This is because the Terms clearly set out various restrictions on the underlying purpose and intent of that sharing.

In the Terms, we distinguish between a "**Full Output**" and a "**Sample Output**":

- Full Outputs includes any output that the CMI releases – such as working papers, mortality tables and the CMI Model – but it may extend to output that you produced from the CMI Model, or to a Bespoke Report. The distinguishing feature of a Full Output is whether the person or firm you share this with could then use it for "commercial actuarial purposes" – e.g. to advise their clients without having paid the appropriate subscription to the CMI. If they could, then it should be regarded as a Full Output and you should consider the restrictions/limitations relating to the sharing of Full Outputs (see below).
- In contrast, a "Sample Output" may be part of a Research Report, or of output from CMI Software, that is insufficient to be used for any commercial actuarial purpose. Examples include:
  - A table of mortality rates or life expectancy values at selected ages, such as 60, 65, 70, etc;
  - A sample of projected mortality rates, by age and calendar year from the CMI Model; and
  - A chart illustrating mortality rates.

  You can share these Sample Outputs freely within your work.

It is important to note that these definitions also apply to Bespoke Reports, Extracts and Modified Software; i.e. you can freely use and share a Bespoke Report that contains only illustrative values (as this would be a Sample Output), but if a Bespoke Report were to contain a complete (or near-complete) mortality table, then we would consider it to be a Full Output.

What should I do if I need to share a Full Output with a third party?

You are responsible for how you use CMI Materials but we suggest:

- You first check whether the third party is itself a CMI subscriber; see the "List of subscribers" on the IFoA website. If they are, then you are able to send a Full Output to them (although, of course, you may not need to send CMI Materials, as they can access CMI Materials for themselves).
- You might next consider whether you need to supply a Full Output; if the other party only needs sample values, for example, it may be easier to restrict what you supply.
- If you conclude that you do need to supply a Full Output, then you should read the Terms (in particular, conditions 3.2.4, 5.4 and 5.5) and ensure that you understand these and comply. As a guide:
  - condition 3.2.4 requires that you should make clear to the other party:
    - that this is a Full Output, and is subject to CMI copyright and contains CMI's intellectual property;
    - the reason you are sharing this and that they are not permitted to use it for any other purpose; and
    - that they are not permitted to transfer it, or any part of it, to any other third party.

- conditions 5.4 and 5.5 require that your firm maintains a list of such cases so that it could provide this to the CMI if we ask it to do so. (We would only expect to do this if we needed to investigate a material breach of CMI's rights.)

AI (Artificial Intelligence)

The CMI Materials have been developed over several years and are a culmination of considerable expertise and effort. As such the CMI Materials are subject to copyright and intellectual property rights. In ensuring the continuous protection of the CMI Materials and CMI Software, the CMI needs to protect its rights over the underlying data, the code or formulae in the software and the outputs you produce from the software. For this reason, the CMI has introduced conditions around the use of any artificial intelligence ("**AI**") i.e. any artificial intelligence programme including, but not limited to software, tools, or technologies including, without limitation, natural language processing, deep learning algorithms, machine learning models or other open or generative AI.

Can I use AI systems/tools with CMI Materials?

You can use AI providing it is in accordance with and subject to various conditions and obligations set out in the Terms, and the system you intend to use is an "Approved AI Tool". An "Approved AI Tool" includes software, a platform or programme which must be subject to a formal risk assessment. You are not permitted to use any open or generative AI. The Terms set out how AI can be used to analyse, process or store any CMI proprietary or confidential information. Prior to any AI use involving CMI Materials you must undertake an AI risk assessment and be satisfied that based upon the outcome of it that your use of the Approved AI Tool will not put you, your organisation or an approved used in breach of the Terms.

What is the purpose of the AI Risk Assessment?

The purpose of the AI risk assessment is for you to:

- understand and recognise the risks of AI use which could result in the inadvertent and unauthorised disclosure of CMI Materials;
- ensure that any AI use incorporates all appropriate controls, restrictions, security measures and all other mechanisms, as necessary, to ensure the Full Outputs are kept confidential, secure, are not disclosed to any unauthorised person and are not made public;
- ensure that no CMI related personal data is inputted into any AI tool, as uploading identifiable information into a platform or software that integrates generative AI tools is strictly prohibited under the Terms; and
- ensure that you can comply with your obligations in the Terms in respect of the intellectual property subsisting in any CMI Materials, Bespoke Reports, Extracts and/or Modified Software.

To ensure that you meet and can continue to meet your obligations set out in the Terms you are responsible for:

- ensuring that the format, terms and content of the AI risk assessment are subject to a proportionate due diligence process and best practice to ensure the Approved AI Tool, and any methods used are secure, private, unbiased, trustworthy and reliable; and
- ensuring that at least every 6 months during your subscription period you review, monitor and revisit the AI risk assessment.

What you can and can't do with the outputs of AI use

The outputs of your AI use are for your internal use only. The Terms require you to take 'reasonable steps' to ensure you and your authorised users (employees, consultants and agents) do not:

- make AI outputs available to anyone who is not permitted to receive them; and
- use the AI outputs in any way which would infringe the CMI's intellectual property rights

If you are unsure about the use of AI in connection with the CMI Materials, you should contact the CMI. We may provide further guidance and information on the use of AI on the IFoA website at any time, without notice. Therefore, we recommend Subscribers to periodically check for updates.

Who is responsible for your use of CMI Materials?

Although the CMI aims to ensure that CMI Materials are of the highest standards and are subject to high levels of quality assurance, given their complex nature, there will always remain a risk of error and inaccuracy. As set out in our Terms and Conditions for Subscribers, the CMI does not accept any responsibility or liability in connection with the use of, and reliance on, CMI Materials and users should exercise due care when relying on CMI Materials.

Is all of CMI's work covered by the Terms?

No; the CMI can choose to publish its work as open source material on the IFoA website. Ordinarily, such items will relate principally to methodology or issues of wider interest; examples being the High Age Mortality Working Party's papers and mortality monitors.

Which Terms apply to my work?

If your firm is a current subscriber, then the latest Terms will apply, even if you are using an older output; e.g. the Terms for the year 1 March 2026 – 28 February 2027 apply if you use CMI_2024 (released in 2025), irrespective of when you or a colleague downloaded it from the CMI's pages of the IFoA website.

If your firm no longer subscribes, then you will no longer have access to CMI's work from the IFoA website but you can continue to use items that were downloaded when your firm was a subscriber. The most recent Terms during your firm's time as a subscriber will continue to apply to all future use.

Do the Terms change?

Yes. Ordinarily:

- We review the Terms each year and new Terms apply from 1 March.
- We write to our principal contact at each subscriber in late January to advise them of the new Terms; these are then also added to the website.

We can change the Terms at other times, subject to 30 days' notice, but will not normally do so. Exceptionally – e.g. as a result of legal or other regulatory requirements – the Terms can be amended without notice. We would write to our principal contacts and give as much notice as we can in these circumstances.