

## THE APPEALS PANEL

Established under an Agreement dated 16<sup>th</sup> October, 2002 made by and among the Foundation “Remembrance, Responsibility, and Future”, the International Commission on Holocaust Era Insurance Claims, and the [REDACTED]

---

THE APPEALS OFFICE, PO BOX 18230, LONDON EC1N 2XA, UNITED KINGDOM

Fax:

++ 44 (0) 207 269 7303

Chairman: Timothy J Sullivan— Panel Members: Rainer Faupel and Abraham J Gafni

---

### PRIVILEGED AND CONFIDENTIAL

**APPEAL NUMBER:** [REDACTED]  
**CLAIM NUMBERS:** [REDACTED]  
[REDACTED]

### **BETWEEN**

[REDACTED]

**APPELLANT**

AND

[REDACTED]

**RESPONDENT**

### **PANEL DECISION**

The Appeals Panel makes the following FINDINGS OF FACT and CONCLUSIONS OF LAW and enters the following decision pursuant to section 10 of the Appeal Guidelines:

#### **BACKGROUND**

1. The Appellant is [REDACTED], née [REDACTED], born on [REDACTED] 1922 in Budapest (Hungary). She is the daughter of [REDACTED] and [REDACTED]. [REDACTED] was born on [REDACTED] 1889 in Hungary and died in 1958; details about [REDACTED]'s date and place of birth and death are not known. The Appellant had a sister, [REDACTED], née [REDACTED] [REDACTED], born on [REACTED] 1923 in Budapest and died on 15<sup>th</sup> September 2000 in Budapest.

Between 1944 and 1945 the Appellant and her family were sent to concentration camps.

2. The Respondent is [REDACTED].
3. The Appellant and her sister submitted claims dated 26<sup>th</sup> August 2000 to the International Commission on Holocaust Era Insurance Claims (ICHEIC), in which they claim that it was [REDACTED] that issued the policy although they acknowledge that they are “*not sure*”. Their claims were given the claim numbers [REDACTED] and [REDACTED] (Appellant).
4. The ICHEIC submitted the claims to the Respondent. [REDACTED] stated in its decision letters dated 21<sup>st</sup> May 2003 “*based on the information provided by you in the claims-form and after our intensive research in all relevant internal and external archives the existence of a life insurance policy taken out by Mr. [REDACTED] with [REDACTED] in Hungary could not have been established, even under the “Relaxed Standards of Proof” of the Agreement. According to the Foundation Law and the Agreement a claim has to be denied, if there is no sufficient and adequate evidence of a contractual relationship with the insurance company named in the inquiry. We are confident that you will understand our decision not to submit an offer under the given circumstances*”.
5. The Appellant submitted two appeal forms to the Appeals Office dated 6<sup>th</sup> and 14<sup>th</sup> September 2003, in which she set out the reasons for the appeals. At the same time, she informed the Appeals Office that her sister had died and that she, the Appellant, is her successor.
6. On 14<sup>th</sup> October 2003 the Appeals Office mailed a copy of the appeal forms to [REDACTED].
7. [REDACTED] responded in a letter dated 28<sup>th</sup> October 2003 and requested the Appeals Panel for reasons it had set out before to “*reject the appeal submitted with respect to this claim and to confirm [REDACTED]’s previous decision on it*”.
8. On 21<sup>st</sup> November 2003 the Appeals Office informed both parties that the appeal will be on a “*documents only*” basis unless it received notification from either party requesting an oral hearing within 14 days of the date after receipt of this letter.
9. No request for an oral hearing has been received from either party. The appeal proceeds on a “*documents only*” basis.
10. The appeal is governed by the Agreement concerning Holocaust Era Insurance Claims dated 16<sup>th</sup> October 2002 made by and among the Foundation “Remembrance, Responsibility and the Future”, the ICHEIC and the [REDACTED] and its Annexes, including, but not limited to Annex E, the Appeal Guidelines.

The seat of the Appeals Panel is Geneva, Switzerland and the Panel Decision is made there.

## **THE CLAIM**

11. The Appellant has submitted the following information in relation to her claim (no. [REDACTED]) for the proceeds of an insurance policy:
  - a) The Appellant identifies “[REDACTED](*not sure*)” as the insurance company that issued the policy. She states that the policy was purchased in Budapest, Hungary.

- b) In answer to question 5 the type of insurance policy is not identified and the Appellant does not provide specific details regarding the policy number, sum insured, date of issue or date of maturity. However, the mode of payment is marked as “*monthly*” and, to the best of the Appellant’s knowledge, all premiums were paid. She also states that premium payments were stopped because of deportation.
  - c) In answer to question 6 the policyholder is identified as Appellant’s father, [REDACTED], who was born on [REDACTED] 1889 in Hungary. In answer to question 6.15 regarding “*other living heirs of the policyholder*” the Appellant writes, “*Mrs [REDACTED]*”.
  - d) In answer to question 7 the insured person is identified as [REDACTED], the Appellant. Once again “*Mrs [REDACTED]*” is identified as a living heir to the insured person.
  - e) In answer to question 8 the Appellant is identified as the beneficiary. No other living heir is identified as a beneficiary.
12. With the claim form the Appellant submitted copies of her Hungarian ID-card, her birth certificate and a certificate dated 7<sup>th</sup> November 1958 attesting to the Appellant’s change of name from [REDACTED] to [REDACTED]. Furthermore, there is a certificate in the Appellant’s name “*for Hungarian Jewish deported persons in Germany*”, which states that she was in Auschwitz and Geisenheim.
13. The Appellant’s late sister [REDACTED] in relation to her claim no. [REDACTED] set out the same details listed above; in addition, she underlined the word “*dowry*” as describing the type of policy. The insured person and beneficiary are identified as [REDACTED], the original claimant; questions 6.15 and 7.14 asking for living heirs of the policyholder and insured person are answered by giving the Appellant’s name.
14. Also submitted with claim form no. [REDACTED] were copies of [REDACTED]’s Hungarian ID-card, her birth certificate and a certificate in her name “*for Hungarian Jewish deported persons in Germany*”, which states that she was in Auschwitz and Geisenheim.
15. In the first appeal form dated 6<sup>th</sup> September 2003 the Appellant entered her deceased sister as the Claimant and writes, “*My father [REDACTED] has made a life insurance by [REDACTED]. To his daughter: [REDACTED]. Family name: [REDACTED] [REDACTED]. She was born: Budapest, Hungary 03.07.1923. She has died: 15.09.2000. Budapest, Hungary. I am the sister of her and the successor. My name is [REDACTED]. Family name: [REDACTED]*”. In the second appeal form dated 14<sup>th</sup> September 2003 she entered herself as the Claimant, again identifies Claim number [REDACTED] and writes, “*my father [REDACTED] has taken out a life insurance by the [REDACTED] when I was born. My name: [REDACTED]. Family name: [REDACTED]/ [REDACTED]/ Date of birth: Budapest 18.04.1922. Hungary*”.

## **THE INVESTIGATION AND DECISION BY THE RESPONDENT**

16. In the decision letters dated 21<sup>st</sup> May 2003 [REDACTED] writes, “...based on the information that you have provided in the claims-form we have intensively searched all relevant archives and records in accordance with the agreement for information on the specific life insurance policy. The internal research in our records did, however, not show any success because of the lack of specific and detailed information, e.g. on the policy number. The only search criterions available to us were the names mentioned by you. The research of our list of formed insured persons and other persons who were parties to the contracts remained without any result... None of the relevant external archives contain any reference regarding a life insurance policy. Based on the information provided by you in the claims-form and after our intensive research in all relevant internal and external archives the existence of a life insurance policy taken out by Mr [REDACTED] [REDACTED] [in other decision letter it reads Mr [REDACTED] with [REDACTED] in Hungary could not be established, even under the ‘Relaxed Standards of Proof’ of the Agreement”.
17. In a response submitted to the Appeals Panel, dated 28<sup>th</sup> October 2003, the Respondent provides further information relating to its limited records and writes, “the only information related to former Eastern European activities in [REDACTED]’s possession consist of a reduced number of statistical and some technical registers sorted by policy numbers still available out of [REDACTED]’s former main archive in Berlin, which was destroyed in February 1945. These registers, which contain no names of policyholders whatsoever were thoroughly analysed and recorded together with all the information obtained as a result of internal and external searches into one electronically database to perform all possible research

## **THE ISSUES FOR DETERMINATION**

18. The Panel decided, pursuant to section 14.1 of the Appeal Guidelines (Annex E of the Agreement), for the purpose of the appeals procedure to consolidate claim numbers [REDACTED] and [REDACTED]. They were denied by the same decision letters and are appealed by the same person. They are “related appeals” submitted by the same Appellant but relating to two different life insurance policies, which – according to the Appellant’s statements – were issued to her and her late sister.
19. The main issue for determination in this appeal is whether the Appellant has met her burden of proof as set out in the Appeal Guidelines (Annex E of the Agreement), section 17, which provides that to succeed in an appeal the Appellant must establish, based on the Relaxed Standards of Proof, that it is plausible:
- 17.2.1 that the claim relates to a life insurance policy in force between 1<sup>st</sup> January 1920 and 8<sup>th</sup> May 1945, and issued by or belonging to a specific German company (as defined in the Glossary to this Agreement) and which has become due through death, maturity or surrender;
  - 17.2.2 that the claimant is the person who was entitled to the proceeds of that policy upon the occurrence of the insured event, or is otherwise entitled in accordance with

Section 2 (1)(d) of the Agreement and pursuant to the Succession Guidelines (Annex C); and

- 17.2.3 that either the policy beneficiary or the policyholder or the insured life, who is named in the claim was a Holocaust victim as defined in Section 14 of the Agreement.
20. Where the relevant German company can trace no written record of a policy, the burden upon the Appellant to establish that a policy existed is a heavy one, even when the burden is limited to establishing that the assertion is “plausible” rather than “probable”. Where the Appellant is not able to submit any documentary evidence in support of the claim, the Appellant’s assertion must have the necessary degree of particularity and authenticity to make it credible in the circumstances of this case that a policy was issued by the company.
21. The Panel concludes that the Appellant has not met her burden of proof, that it was [REDACTED], which issued the insurance policies. Her and her sister’s evidence lacks the requisite authenticity and particularity and there is no corroborative evidence (such as letters or statements from third parties) to support the Appellant’s recollection of the existence of life insurance policies issued by [REDACTED]. The Appellant’s recollection is only rather vague and unspecific. The claim forms she and her late sister submitted clearly reflect that they were not sure, whether it was [REDACTED] that issued the policies as they added “*not sure*” to the name they gave when answering the question “*name of the company*”. They were unable to give any further specific details about the policies other than that the premiums were paid monthly. The answers to questions 5.10 (“*To the best of your knowledge, were all premiums paid ?*” and “*Why were the payments stopped ?*”) which are slightly contradictory as one states that all premiums were paid while the other states that payments were stopped because of deportation are insufficient to make plausible that an insurance contract with [REDACTED] was issued; this is so, even if the Panel concludes that the Appellant and her sister intended to say that all premiums were paid until deportation and that after deportation no further premiums could be paid. Appellant’s statement in her appeal forms that “*my father [REDACTED] has made a life insurance by [REDACTED] to his daughters*” is accompanied by no explanation as to which additional knowledge or findings removed the original doubts as to the identity of the company which allegedly issued the insurance contract.
22. Finally, neither the Respondent nor ICHEIC found a research match on their databases when processing the claim. Although the Appeals Panel is aware of the fact that the Respondent’s databases are very limited; however, it has to take into consideration that no research matches were found anywhere.

**THE APPEALS PANEL THEREFORE HOLDS AND DECIDES:**

The appeal is dismissed.

Dated this 4<sup>th</sup> day of May 2004

The Appeals Panel

\_\_\_\_\_  
Timothy J. Sullivan  
Chairman

\_\_\_\_\_  
Rainer Faupel  
Panel Member  
Signing on behalf of all  
Members of the Appeals Panel

\_\_\_\_\_  
Abraham J. Gafni  
Panel Member