

THE APPEALS PANEL

Established under an Agreement dated 16th 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

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

PRIVILEGED AND CONFIDENTIAL

APPEAL NUMBER: [REDACTED]
CLAIM NUMBER: [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] 1927 in Budapest (Hungary). She is the daughter of [REDACTED] and [REDACTED], née [REDACTED]. [REDACTED] was born on [REDACTED] 1896 in Polgár and died on 2nd

January 1945 in Budapest after having been wounded by a bomb. The Appellant's brother, [REDACTED], is co-claimant.

2. The Respondent is [REDACTED].
3. The Appellant submitted a claim dated 10th May 2000 to the International Commission on Holocaust Era Insurance Claims (ICHEIC), by which she claims that “[REDACTED].” issued policies of life insurance.
4. The ICHEIC submitted the claim to the Respondent. [REDACTED]' decision letter, dated 24th July 2003 stated that *“based on the information you provided also with your letter dated 23rd July 2002, no evidence was given as to the status of “Holocaust victim” according with the ICHEIC definition, and we are therefore declining your claim”*.
5. The Appellant submitted an appeal to the Appeals Office dated 17th September 2003. The Office received this appeal on 9th October 2003.
6. On 22nd October 2003, the Appeals Office mailed a copy of the appeal to the Respondent and asked the appellant, at the direction of the Appeals Panel, for additional information about her statement. In answer to the question *“Was the policyholder and/or insured and/or beneficiary a victim of the Holocaust ?”* the appellant answered “yes”.
7. The Appellant did not provide additional information.
8. [REDACTED] responded in a letter dated 21st November 2003. It asked the Appeals Panel to *“reject the appeal submitted with respect to this claim and to confirm [REDACTED]'s previous decision on it”*.
9. On 2nd December 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.
10. No request for an oral hearing has been received from either party. The appeal proceeds on a *“documents only”* basis.
11. The Appeal is governed by the Agreement concerning Holocaust Era Insurance Claims dated 16th 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

12. The Appellant has submitted the following information in relation to the claim for the proceeds of a life insurance policy.
 - a) She asserted that “[REDACTED]” issued a policy to her father, which was purchased in Budapest, Hungary.
 - b) In section four, concerning documents, the Claimant writes, *“the attached payment notice were taken by my mother in the [REDACTED] in January 1945, during the siege of Budapest. The building was burnt out”*.

- c) In section five, the policy is described as a life insurance policy. The policy number is not given, but the Appellant asserts that the insured sum was “*USD 1000*”. It is claimed that the policy was issued at the end of the 1920’s or beginning of the 1930’s. The date of maturity was given as “*2/01/1945*”. The Appellant states that, to the best of her knowledge, all premiums were paid until the end of 1944.
 - d) In answer to question 5.11, which asks whether the company had been previously notified about the claim, the Claimant writes, “*my mother approached by the end of 1960’s and she received the attached information*”.
 - e) In section six, the policyholder is identified as [REDACTED], the Appellant’s father. His profession is given as ‘*merchant*’. The Appellant’s brother, whose name is also [REDACTED], is identified as a living heir of the policyholder.
 - f) In section seven, the insured person is identified as the Appellant’s father.
 - g) In section eight, the beneficiary is identified as [REDACTED], the Appellant. Her children are identified as living heirs of the beneficiary.
 - h) In section 11, the Claimant writes, “*By the end of the 1960s my mother visited my brother in England. They went to a lawyer there, to try to get some information about the life insurance. Based on the lawyer’s answer there was nothing to do. I have a brother who is claim holder too. He lives in England ([REDACTED]) and therefore I will manage this claim in the name of both of us*”.
13. The Appellant submitted two documents with her claim form. Neither of these documents provides a name, or specific reference to a policy issued to the Appellant’s father.
- a) The first is a typed report of an investigation about an insurance matter with the company “*[REDACTED]*”.
 - b) The second is a letter from the “*[REDACTED]*” ([REDACTED]) reminding that a premium payment is due. The letter is not dated or addressed to a particular person.
14. In her appeal form, the Appellant writes, “*My father had been paying the insurance fee through many years. On the 28th February 2000 I got the information on your phone line (06-80-013-908) that I am entitled to submit my application form even, if my father was not Jewish. I understand my claim was rejected because he was not Jewish. I think this is discrimination, hurting my human rights, therefore I am submitting this appeal form, asking you to review my request and make a justified decision*”.

THE INVESTIGATION AND DECISION BY THE RESPONDENT

15. The Respondent reaffirmed the points made in its decision letter dated 21st November 2003 and also wrote “*we are fully aware that the ICHEIC/German Foundation definition of Holocaust Victim does not regard the Jewish descent as a necessary requirement. However, the case at issue falls out of the ICHEIC/German Foundation scope, as the claimant’s answer – dated July 23, 2002 – to our request for information dated July 11, 2002 clearly shows that her father (catholic) cannot be regarded as a Holocaust Victim, while he must be considered a victim of World War II; as a matter of fact, he was killed by a bomb thrown by the anti-Nazi fighters who attacked Budapest at the beginning of 1945*”.

THE ISSUES FOR DETERMINATION

16. The Agreement concerning Holocaust Era Insurance Claims dated 16th October 2002 covers, according to its introductory language, “*the settlement of individual claims on unpaid or confiscated and not otherwise compensated policies of German insurance companies in connection with National Socialist injustice*”. Losses and deprivations not connected with National Socialist injustice and the Holocaust are not covered by the Agreement. The sole issue for determination in this Appeal is whether the policyholder and or Appellant are Holocaust victims within the meaning of Section 14 of the Agreement.
17. For purposes of the Agreement, “*Holocaust victim*” means “*anyone who, as a result of racial, religious, political or ideological persecution by organs of the German National Socialist Regime, was deprived of his/her life or freedom; suffered damage to his/her mental or physical health; was deprived of his/her economic livelihood; suffered loss or deprivation of financial or other assets; or suffered any other loss or damage to his/her property. For the purpose of this definition, persecution by governmental authorities of the following countries for the period in brackets until the end of the Second World War in the following countries is considered equal to persecution by the organs of the German National Socialist Regime: ... Hungary (1939) ...*”.
18. The loss or deprivation of financial assets, which the Appellant suffered, was not the result of racial, religious, political or ideological persecution by organs of the German National Socialist Regime or Hungarian authorities during the war. It was instead the result of the political and economic developments in the last years of the war and in post-war Hungary, specifically the nationalization of insurance companies. The Appellant states that all premiums had been paid until end of 1944 and that the premium payments were stopped after the Second World War.
19. The report referenced in 13a, although not identifying authorship or containing a date, nonetheless, clearly addresses the insurance policy that is the subject of this appeal. This is the report that the Appellant mentions in answer to question 5.11 of the claim form, describing it as a report the Appellant’s mother received at the end of the 1960’s. The English translation of this document reads: “*... Decree 6400 was codified by the Finance Minister but was issued by the Prime Minister on June 6 1946. It was published in Gazette No.127. The decree bans any payout; and payout for clients will only be started after 90 days after the issue of the execution directive. As far as the size of the amount for settling a claim is concerned, the decree itself notes that the clients should not expect too much as the majority of the fee reserves have perished and thus there is no cover. According to the decree, they will use the exchange rate applied at the last premium payment to convert the dollar payments. An individual ratio will be calculated, to share whatever cover has remained between the clients. ... However, the amount calculated by the valuation key number will not be paid either. The resulting amount will be considered and paid as a one-off payment ...*” .

20. This document explains why the insurance policy, which is subject of this appeal, was not settled. This failure to settle was not the result of actions by National Socialist Regime or Hungarian governmental authorities between 1939 and May 1945. The cause was political and economic developments that took place in Communist post war Hungary. The most important was the hyperinflation of the Pengö. This hyperinflation resulted in many decrees, laws and monetary regulations, which led to compulsory conversion of obligations established in foreign currency. Appellant has wrongfully understood the reason for Respondent's denial of his claim. She believes that it was based on the fact that her father was not Jewish. Appellant's father's religious status is irrelevant to the Respondent's decision. The Respondent rightly concluded that the Appellant's injury was not caused by the National Socialist injustice and so denied her claim.
21. The Appeals Panel finds that the policyholder and/or beneficiary were not Holocaust victims within the meaning of Section 14 of the Agreement. The Appellant is, therefore, not entitled to compensation under the Agreement.

THE APPEALS PANEL THEREFORE HOLDS AND DECIDES:

The appeal is dismissed.

Dated this 16th day of March 2004

The Appeals Panel

Timothy J. Sullivan
Chairman

Rainer Faupel
Panel Member

Abraham J. Gafni
Panel Member