

## **The ICHEIC Appeals Tribunal Rules of Procedure**

### **Article 1: Appointment and Organisation of the ICHEIC Appeals Tribunal**

- 1.1** The ICHEIC Appeals Tribunal shall be composed of a President, Vice-President and Arbitrators. The Chairman and Vice-Chairman shall appoint the President and Vice-President and the Chairman and Vice-Chairman in conjunction with the President shall select and appoint the Arbitrators. Upon accepting his or her appointment as a member of the ICHEIC Appeals Tribunal, each Arbitrator shall disclose in writing to the Appeals Co-ordinator any connections or relationship between himself or herself and any of the Member Companies or any other organisation that is a member of the ICHEIC. If following his or her appointment to the Tribunal, a non-Member Company becomes a Member Company each Arbitrator shall review his or her declaration of independence as appropriate.
- 1.2** The Appeals Co-ordinator shall establish and maintain a Register of Arbitrators' Interests, containing such information provided by each Arbitrator regarding any potential conflicts of interest. Upon receipt of additional relevant information the Appeals Co-ordinator shall update or amend the Register as appropriate. Upon request by a party to an Appeal the Appeals Co-ordinator shall provide a copy of the relevant Arbitrator's declaration of independence.
- 1.3** If, for any reason, an Arbitrator is incapable of fulfilling his or her role as a member of the Tribunal, the Chairman or the Vice-Chairman of the ICHEIC may, at the request of the President or Vice-President remove that Arbitrator from the Tribunal.
- 1.4** The ICHEIC Appeals Tribunal shall organise itself and may promulgate any rule of practice and/or internal guidelines necessary to the efficient processing of Appeals, so long as such rules or guidelines are consistent with these Rules of Procedure.
- 1.5** The President and Vice-President shall fulfil the functions allocated to them in these Rules and, in addition, may be appointed as Arbitrator(s) to determine Appeals submitted to the Tribunal.
- 1.6** The Vice-President shall fulfil the functions of the President in any case where the President is not available and in relation to matters affecting the President's personal capacity to sit as an Arbitrator in any Appeal.
- 1.7** The President shall establish a committee composed of the President, Vice-President, two additional Arbitrators and the Appeals Co-ordinator, to establish internal procedures for the Tribunal which shall be consistent with these Rules, to consider and propose to the ICHEIC modifications to the Rules and any other proposals relating to the work of the Tribunal.
- 1.8** The President shall submit to the Chairman and Vice-Chairman of the ICHEIC a bi-monthly written report on the activities and the conduct of the Tribunal.

**Article 2: Scope of Application**

**2.1** These Rules govern the resolution of all Appeals in respect of which an Appeals Submission Agreement has been signed by the parties.

**Article 3: Filing Appeals**

**3.1** Each Member Company shall, upon the completion of its processing of an ICHEIC Claim, send to the Claimant:

- (i) its determination regarding the Claimant's entitlement to the insurance policy claimed;
- (ii) all documents relating to the Claim;
- (iii) an Appeals Submission Agreement form to be signed by the Claimant in the event of Appeal; and
- (iv) a Guide to these Rules.

**3.2** A Claimant wishing to submit an Appeal shall sign the Appeals Submission Agreement and submit it by post to the Secretariat within 120 days after receipt of the Member Company's determination.

**3.3** Together with the Appeals Submission Agreement, a Claimant submitting an Appeal shall file the following:

- (i) a statement of the grounds and reasons for making the Appeal; and
- (ii) any information or evidence supporting the Appeal not already submitted to the ICHEIC claims process.

**3.4** Upon receipt of a signed Appeals Submission Agreement from the Claimant the Secretariat shall forward the signed Appeals Submission Agreement to the Member Company for it to countersign. Any new information or evidence provided by the Claimant shall also be forwarded by the Secretariat to the Member Company.

**3.5** Within 30 days of receipt of a signed Appeals Submission Agreement and any new information or evidence the relevant Member Company shall:

- (i) make any offer it wishes to make to the Claimant, such offer to be copied to the Secretariat, in the light of new information or evidence provided by the Claimant; and
- (ii) countersign the Appeals Submission Agreement and forward the same together with all documents relating to the Claim to the Secretariat.

**3.6** If the Member Company makes an offer to the Claimant after receiving new information or evidence the Claimant shall within 30 days from the date of the offer either accept or reject the offer.

- 3.7** All documents sent to the Claimant pursuant to Articles 3.2 and 3.5 shall be sent in a manner which records the posting of the packet and requires an authorised signature upon receipt.

**Article 4: Appointment of Arbitrators**

- 4.1** Within 14 days of receiving the documents relating to an Arbitration from a Member Company pursuant to Article 3.5 (ii) above, or within 14 days of the Claimant's rejection pursuant to Article 3.6, the President shall appoint an Arbitrator to resolve the Appeal in accordance with the provisions of this Article 4:
- 4.2** In exceptional circumstances, in a case he regards as of unusual complexity, the President may, upon a written finding approved by the Chairman or Vice-Chairman appoint two additional Arbitrators so as to form a Panel to determine the Appeal. The President shall indicate which Arbitrator shall act as Chair of the Panel.
- 4.3** The President, shall appoint Arbitrator(s) to resolve each Appeal whether as a member of a Panel or as Sole Arbitrator, having regard to the availability, language skills, expertise, experience and any potential conflict of interests of the respective Arbitrator(s), as well as attendant costs.
- 4.4** Within 14 days of receiving notice of appointment to an Arbitration from the President each Arbitrator shall accept or decline the appointment in writing upon notice to the Secretariat.
- 4.5** Following the receipt of the requisite acceptances from the Arbitrator(s), the Appeals Co-ordinator shall notify the parties of the appointment of a Sole Arbitrator or Panel and of the commencement of the Arbitration.

**Article 5: Independence and Impartiality of Arbitrators**

- 5.1** Every Arbitrator shall be and remain impartial and independent of the parties to each Arbitration to which they are appointed.
- 5.2** No Arbitrator(s) shall accept an appointment to serve as a Sole Arbitrator or member of a Panel in an Arbitration involving a Member Company or Claimant with which that Arbitrator has any connection or relationship, or where there are other facts or circumstances, that are of such a nature as to call into question his or her independence or impartiality.
- 5.3** Each Arbitrator shall immediately resign from an Arbitration if any facts or circumstances arise during the course of the Arbitration which are of such a nature as to call into question his or her independence or impartiality.

**Article 6: Challenge of Arbitrators**

- 6.1** An Arbitrator (whether appointed as Sole Arbitrator or member of a Panel) may be challenged by any party on grounds that there exist circumstances that give rise to justifiable doubts as to his or her independence or impartiality.

- 6.2** Any challenge shall be submitted to the President or if appropriate to the Vice-President specifying the facts and circumstances upon which the challenge is based as soon as possible after the challenging party becomes aware of such circumstances.
- 6.3** If the Arbitrator contests the challenge, the President or if appropriate the Vice-President shall decide on the challenge.

**Article 7: Replacement of Arbitrators**

- 7.1** An Arbitrator shall be replaced with another Arbitrator by the President, if the Arbitrator resigns pursuant to Article 5.3 or the Arbitrator is successfully challenged pursuant to Article 6.1, or if the President decides that the Arbitrator is prevented by law or other circumstances from fulfilling his or her functions as a Sole Arbitrator or member of a Panel.
- 7.2** Following the replacement of an Arbitrator for any reason, the newly appointed Sole Arbitrator, or as the case may be, the newly constituted Panel shall determine if and to what extent any prior steps in the proceedings shall be repeated before the new Sole Arbitrator or reconstituted Panel.

**Article 8: Multi-Party Proceedings**

- 8.1** Where possible, all Appeals relating to the same insurance policy or policies shall be referred by the President for resolution by the same Sole Arbitrator and the same Case Manager shall also be assigned to all such Appeals. Where any one of a number of Appeals relating to the same insurance policy is referred for determination by a Panel pursuant to Article 4.2 of the Rules, the President shall designate the Chair of the Panel.
- 8.2** The President or the appointed Arbitrator(s) may, if in their discretion they consider it appropriate, join, consolidate, order concurrent hearings or order a single multi-party Arbitration of all Related Appeals after notifying the Appeals Co-ordinator and obtaining the approval of the President. For the purpose of this Article 8 "Related Appeals" are claims submitted by persons who appear to be related to each other or share the same family background.
- 8.3** Any Claimant reviewing information relating to another Claimant and obtained by him as a result of an exchange of documents or information in a multi-party Arbitration shall keep such information confidential and shall only use such information for purposes directly connected with the Arbitration and for obtaining advice in relation to his or her Appeal.
- 8.4** Where, from information available to the Arbitrator(s) it appears that the fair and just resolution of an Appeal requires the participation in the Arbitration of a Claimant or Member Company not already a party, they shall invite such Claimant or Member Company to sign an Appeals Submission Agreement and to follow such other directions and orders as the Arbitrator(s) consider appropriate, subject to notification of the Appeals Co-ordinator and approval by the President.

**8.5** The Arbitrator(s) may, where they consider appropriate, join, consolidate, order concurrent hearings or order a single multi-party Arbitration of Appeals submitted by the same Claimant but relating to different policies (whether or not issued to the same policyholder).

**8.6** The Arbitrator(s) shall apply these Rules to multi-party and joined Arbitration's with such modifications that are consistent with these Rules, as they consider appropriate.

**Article 9: Seat of the Tribunal**

**9.1** The legal seat of the Tribunal and of all Arbitration's conducted pursuant to these Rules shall be in London, England.

**9.2** Arbitrator(s) may deliberate and hold hearings in such locations as they deem appropriate, utilising such modes of communication (instantaneous or otherwise) as they deem necessary.

**9.3** Any order or award rendered by Arbitrator(s) appointed pursuant to these Rules shall be deemed to have been made in London, England regardless of where it was signed, dispatched or delivered.

**Article 10: Jurisdiction**

**10.1** Subject to Articles 10.2 and 10.3 below Arbitrator(s) appointed pursuant to these Rules shall have jurisdiction over all issues raised in or by an Appeal.

**10.2** Arbitrator(s) shall have no jurisdiction over any of the following:

- (i) The validity of these Rules or any other procedures adopted by the ICHEIC for the ICHEIC Claims Process.
- (ii) The validity or effect of Valuation Guidelines adopted by the ICHEIC. However, Arbitrator(s) shall have jurisdiction to review and determine whether correct Valuation Guidelines were applied to the Claimant's Claim or whether the Valuation Guidelines were applied correctly.
- (iii) Appeals in relation to which the Historical Expert has determined, in accordance with the procedures set out in Annex I to these Rules, that none of the Claimant(s), or the person(s) through the estate of whom the Claimant is claiming, or the person(s) entitled to the proceeds of the policy at the time of the insured event, or policyholder was or was not a "Holocaust Victim" as defined by the ICHEIC.
- (iv) Any dispute, disagreement, claim, challenge, contention or Appeal concerning the Claimant's eligibility to a payment from the humanitarian funds set up pursuant to paragraph 8A1 of the MOU or to a benefit from the general humanitarian fund set up pursuant to paragraph 8B of the MOU, with the following exception: where MOU Companies made payments into bank accounts of Holocaust victims which were blocked by a government authority. Claims based upon non-payment of such policies will not be excluded from the Appeals process.
- (v) Appeals in connection with insurance policies, in respect of which a claim was

submitted either by the Claimant, or by the person through the estate of whom the Claimant is claiming, or by any other person in respect of that estate, and determined by the German Compensation and Restitution Authorities, except where any such claim was rejected by those authorities due to their own lack of jurisdiction or because the claim was not timely filed.

- 10.3** The Appeals Process is intended primarily for claims in which the original determination was made by a Member Company. Where, under separate agreement or Government procedure, the original determination is made by an independent agency, foundation, trust or other institution in which Jewish Groups either predominate, or share by agreement in the appointment process (e.g. the Sjoa Foundation), the Appeals Tribunal shall not be available to Claimants or Member Companies without the approval of the Chair of the ICHEIC. Among other factors, the Chair shall consider whether such original determination was subject to a credible review process as a part of such procedure, or such procedure permitted the Claimant to pursue the claim in court following such original determination.
- 10.4** Each Sole Arbitrator and/or Panel shall have the power to rule on their own respective jurisdiction, including any objection to the initial or continuing existence, validity or effectiveness of the arbitration agreement. The Arbitrator(s) shall determine any claim or dispute as to their jurisdiction or authority at any stage of the Arbitration.
- 10.5** Where an ICHEIC Claim is denied by a Member Company on the grounds that the Claimant was not within the definition of a "Holocaust Victim" adopted by the ICHEIC for the purpose of the Claims Process:
- (i) The Arbitrator(s) shall stay the proceedings and refer the issue of whether the Claimant(s), or the person(s) through the estate of whom the Claimant is claiming, or the person(s) entitled to the proceeds of the insurance policy claimed at the time of the insured event, or the policyholder is or was a "Holocaust Victim" as defined by the ICHEIC, for prior determination by the Historical Expert in accordance with the procedure set out in Annex I to these Rules.
  - (ii) Where the Historical Expert determines the question in Article 10.5 (i) in the affirmative, the Member Company shall, within 10 business days from the receipt of the Historical Expert's determination communicate to the Arbitrator(s) any settlement offer it wishes to make to the Claimant in the light of the determination. Whether or not any such offer is received, the Arbitrator(s) shall terminate the stay and proceed to determine the Appeal in accordance with these Rules.
  - (iii) Where the Historical Expert determines the question in Article 10.5 (i) in the negative, the Arbitrator(s) shall terminate the stay and enter an award of no jurisdiction, in accordance with Article 10.2 (iii).

### **Arbitration Proceedings**

#### **Article 11: Conduct of Proceedings**

- 11.1** The Arbitrator(s) shall conduct the Arbitration proceedings in a fair, impartial and informal manner so as to facilitate the fully informed participation of all parties taking into account their age, language, residence, resources and whether or not they are represented in the proceedings by lawyers or other professionals.
- 11.2** Subject to the express provisions of these Rules, the procedural matters in each Arbitration shall be determined by the Sole Arbitrator, or in the case of a Panel by the Chair of the Panel (in consultation with the Co-Arbitrators), subject to the right of the parties to agree any matter.
- 11.3** Arbitration's shall be conducted on a documents only basis, unless an oral hearing is requested by the Claimant or the Company or ordered by the Arbitrator(s). In the case of an oral hearing being necessary, the Sole Arbitrator or in the case of a Panel, the Chair (in consultation with the Co-Arbitrators) may order that such a hearing be conducted by recorded telephone or video conference. The parties may attend any oral hearing at their own expense.
- 11.4** The Secretariat shall give the parties reasonable notice of all hearings.

**Article 12: Language and Translation**

- 12.1** The Arbitrator(s) shall determine the language of each Arbitration proceedings, taking into account the languages spoken by the parties. Absent a language common to the Arbitrator(s) and the parties, the Arbitration proceedings shall be conducted in English. The original version of any document or order or award made by the Tribunal, Sole Arbitrator, Panel or Secretariat shall prevail in matters of construction and interpretation
- 12.2** Where necessary the Secretariat shall arrange for the translation of any document and/or the oral translation of any oral hearing, procedure, statement or other oral communication into and from English and/or any other language as they consider appropriate in all of the circumstances. The costs of any such translation and/or interpretation shall be borne by the ICHEIC.

**Article 13: Time Limits**

- 13.1** Unless inappropriate to do so, any time limit or deadline shall be expressed by reference to a specific date.
- 13.2** Where a time limit or deadline is not expressed by reference to a specific date, counting of days shall commence on the day following the day upon which any notice of the deadline is received.
- 13.3** Unless special circumstances are shown, requests for extensions shall be made to the Secretariat before the expiry of the deadline. Requests for extensions shall be determined by the Arbitrator(s), having regard to the rights of other parties and to the need for expedient settlement of Appeals. The Arbitrator(s) are entitled to extend any deadline as they see fit.

**Article 14: Communications**

- 14.1** The parties to an Arbitration or potential Arbitration shall direct any correspondence or communication with the Tribunal to the Secretariat in writing, via expedited postal services, facsimile or other means of telecommunications that provide a record of sending. The Secretariat shall acknowledge receipt within 14 days of receiving any such communications from the parties.
- 14.2** Any notices, orders or awards made pursuant to these Rules shall be sent in a manner which records the posting of the packet and requires an authorised signature upon receipt. Any other communications shall be made by such method that in consultation with the relevant party appears appropriate.
- 14.3** The last address or fax number notified to the Secretariat shall be deemed to be a valid address for delivery of any notice or communication.

**Article 15: Representation**

- 15.1** Although not required, any party may be represented by an attorney, counsel, lawyer, advocate or any other person of their choice at that party's own expense.

**Article 16: Administration/Case Managers**

- 16.1** The ICHEIC shall appoint a Secretariat to assist the Arbitrators of the ICHEIC Appeals Tribunal in the processing of Appeals, the conduct and administration of Arbitration proceedings and any related matter as set out in these Rules. The President and Vice-President shall adopt internal guidelines that are consistent with these Rules, to regulate the procedures of the Secretariat and may revise any such guidelines as necessary.
- 16.2** The Appeals Co-ordinator may assign a Case Manager selected from the members of the Secretariat to each Appeal submitted to the Tribunal. Each Case Manager shall be and remain impartial and independent from the parties to the Arbitration.
- 16.3** Subject to the instructions of Arbitrator(s), Case Managers shall provide such assistance as required in the gathering and presentation of the parties' evidence and submissions, and prior to any hearing, present to the Arbitrator(s) a full Appeals file including all documents submitted by the parties.
- 16.4** The Secretariat shall keep an arbitration docket and maintain such books and records as appropriate and keep a copy of every decision, order and award entered by the Arbitrator(s).

**Article 17: Exchange of Documents and Submissions**

Following an initial review of the parties' submissions on Appeal, the Case Manager appointed to the Appeal shall exchange between the parties any information and documents provided. If any party fails to provide new or additional information or submission the Case Manager shall contact that party to ascertain whether it is able and intending to produce any new or additional information or submissions. Within 30 days of receiving any documents or information exchanged, the parties may make further submissions or submit further documents.

**Article 18: Confidentiality**

**18.1** All information, documents and materials produced by or provided to any party for the purposes of an Arbitration by any party shall be kept confidential by all parties and persons involved in the Arbitration, save to the extent that disclosure may be required of a party by law, to protect or pursue a lawful right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

**Article 19: Powers of the Arbitrator(s)**

**19.1** Arbitrator(s) may:

- (i) Order the parties to produce such further documents, evidence or information in their possession or control as can be reasonably required to resolve the appeal.
- (ii) Where, in exceptional circumstances, the Arbitrator(s) has a substantial basis for believing that the Member Company has not complied with the ICHEIC standards in its investigation of the Claimant's claim, the Arbitrator(s) may certify to the President or Vice-President that there is a need for such evidence and the President or Vice-President may engage an auditing firm approved by the ICHEIC to verify the Member Company's investigation of a Claimant's claim or verify that the Member Company's investigation of a Claimant's claim complied with the ICHEIC standards.

**19.2** Subject to the provisions of these Rules, Arbitrator(s) may make any provisional, interim, preliminary, partial or other directions, findings or orders as appropriate in the circumstances.

**19.3** All orders, appointments and engagements shall be made in writing. The President of the Tribunal may order that any costs incurred as a result of any order, appointment or engagement made pursuant to these Rules be borne by the Member Company where appropriate.

**Article 20: Power of the Arbitrator(s) to Continue Where One or More Party is in Default**

**20.1** Where a party to an Arbitration is in default of a time limit set or any other order made pursuant to these Rules, the Arbitrator(s) may continue with the proceedings and render such award as they deem appropriate, taking the rights of all parties affected by the award into account, including a final award in favour of any party.

**Article 21: Taking of Evidence**

**21.1** The Arbitrator(s) may accept written evidence or signed statements instead of oral evidence.

**21.2** The Arbitrator(s) may hear parties or other persons as unsworn witnesses or under oath or affirmation.

**21.3** In the case of a Panel, the Arbitrators may direct that any evidence shall be given before a single member of the Panel. Evidence given before a single member of a Panel shall be transcribed or if more convenient recorded by video.

**21.4** The Arbitrator(s) may order that evidence be collected by a suitably qualified member of the Secretariat if, having regard to the nature of the evidence and to costs and time considerations, in relation to the amount in controversy they consider that such a course of action would be appropriate.

### **Relaxed Standards of Proof**

#### **Article 22: Admissibility**

**22.1** Arbitrator(s) shall admit all evidence, including information, statements and documents presented by the parties and any other information available and shall afford any such evidence the appropriate weight, bearing in mind the circumstances of each case, the difficulties of tracing documents and information and of proving or disproving the validity of a claim after the destruction caused by the Second World War and the Holocaust and the long time that has elapsed since the insurance policies were issued and the ordinary course documentation retention policies followed by the Member Company.

**22.2** Arbitrator(s) may also admit and consider the following:

- (i) information provided by other Claimants whether or nor such information was provided in connection with a claim on the same policy and whether or not such other Claimants are parties to the same Arbitration; and
- (ii) the apparent entitlement of any other person of which the Tribunal is aware to the same policy.
- (iii) The Arbitrator(s) shall not take such matters into account in reaching their decision without first informing parties to the Arbitration that they may do so and giving the parties an opportunity to comment.

#### **Article 23: Burdens of Proof**

**23.1** Arbitrator(s) shall weigh the evidence applying Relaxed Standards of Proof adopted by the ICHEIC.

**23.2** To succeed in an Appeal, the Claimant must establish, based on the Relaxed Standards of Proof, that it is plausible:

- (i) that the insurance policy claimed was issued by a Member Company; and
- (ii) that the Claimant(s) is the person(s) who was entitled to the proceeds of that policy upon the occurrence of the insured event, or is otherwise entitled pursuant the Succession Guidelines.

**23.3** Where a Claimant has satisfied the burdens set out in Article 23.2, the relevant Member Company has the burden of going forward with the evidence, under the same relaxed standards of proof to establish as a full or partial defence to the claim on appeal that:

- (i) the policy was cancelled for reasons independent of the Holocaust before the insured event occurred; or
- (ii) another person is entitled to the proceeds of the policy; or
- (iii) the proceeds of the policy claimed were paid, compensated or restituted, either in full or in part, to any of the policyholder, the person entitled to the proceeds of the policy upon the occurrence of the insured event or to one of their heirs or successors.

### **Rules Applicable to the Substance of Appeals**

#### **Article 24: Applicable Law**

**24.1** The Arbitrator(s) shall determine the substance of any dispute, matter or issue raised in an Appeal that is not governed by the Succession Guidelines or the Valuation Guidelines in accordance with principles of equity and justice.

#### **Article 25: Succession Guidelines**

**25.1** Arbitrator(s) shall apply the Succession Guidelines set out in Annex II to these Rules to determine any matters concerning the right of the claimant to succeed to or inherit the benefits of an insurance policy (the "Proceeds") from the person who was entitled to the Proceeds at the time of the insured event.

#### **Article 26: Valuation Guidelines**

**26.1** Arbitrator(s) shall apply the Valuation Guidelines set out in Annex III to the Rules to determine any question relating to the current value of the proceeds of an insurance policy claimed in an Appeal.

**26.2** Where an issue or question relating to the current value of the proceeds of an insurance policy is raised that is not contemplated by an existing Valuation Guideline, the Arbitrator(s) may make a preliminary or partial award, and shall request the ICHEIC to establish an appropriate Valuation Guideline. When the ICHEIC has not provided the requested guidelines within 90 days of the request, the Arbitrator(s) may appoint an independent expert to settle such guidelines as required.

**26.3** Where in an Arbitration a Claimant asserts that the Member Company has erred in the valuation of the benefits of an insurance policy by incorrectly applying a valuation formula referred to in the Valuation Guidelines, the Arbitrator(s) may refer the question to a qualified assessor appointed by the Tribunal for verification. The Arbitrator(s) shall consider the recommendations of the assessor and any submissions made by the parties.

#### **Article 27: Awards**

**27.1** A Panel shall decide issues by a simple majority. Members of a Panel may not abstain

from voting. Awards shall record the majority opinion only. If all members of a Panel reach different conclusions as to the merits of an Appeal, the President shall be appointed to the Panel as a fourth Arbitrator and shall be called upon to decide which of the three opinions shall prevail and form the award of the Panel. If the President is a member of the original Panel or cannot accept the appointment for any reason, the Vice-President, or if appropriate some other Arbitrator, shall be appointed and called upon to decide the matter.

**27.2** Arbitrator(s) may render an award for smaller or larger amounts than claimed, provided that no award shall be for a sum lower than any sum already offered to the Claimant by the Member Company or greater than the value of the proceeds of the relevant insurance policy as adjusted in accordance with the relevant Valuation Guideline.

**27.3** Where it appears to the Arbitrator(s) that third person(s) may be entitled to part of the Proceeds of an insurance policy claimed in an Arbitration, the award shall reflect any such entitlement and the Arbitrator(s) may order the Member Company to retain or, if appropriate, make payment of the amount due to any such third person.

**27.4** An award shall be made in writing and signed by the Sole Arbitrator, or by the Chair of a Panel.

**27.5** Each award shall contain:

- (i) the name of the Sole Arbitrator or members of the Panel of Arbitrators;
- (ii) the designation of the parties;
- (iii) a description of the parties' submissions, the factual findings and any applicable law and/or applicable guidelines and/or other principles applied to the dispute;
- (iv) the decisions on the merits and the reasons why the decisions were reached;
- (v) the date of the award; and
- (vi) state that it was made in London.

**Article 28: Correction of Awards**

**28.1** An Arbitrator or Panel may on their own initiative or upon application of a party:

- (i) correct an award to remove any clerical mistakes or errors or clarify or remove any ambiguity in the award; or
- (ii) make an additional award in respect of any claim or submission which was presented to the Tribunal but which was not dealt with in the award.

**28.2** The powers afforded by this Article shall not be exercised without affording the parties affected by the award a reasonable opportunity to make representations to the Tribunal.

**Article 29: Finality**

**29.1** Save as provided in Article 28, any decision, order or award made by the Arbitrator(s) of

the Tribunal shall be final.

- 29.2** There shall be no appeal from a decision, order or award made by a Sole Arbitrator or Panel pursuant to these Rules on questions of law or fact, regardless of whether or not reasons are given. Sections 45 and 69 of the Act shall not apply to Arbitration's and any decisions, orders or awards made pursuant to these Rules.

**Article 30: Settlement**

- 30.1** It is the duty of the parties to notify the Secretariat immediately if the Arbitration is settled or otherwise terminated by the mutual agreement of all parties.
- 30.2** The Arbitrator(s) shall terminate the proceedings and, if so requested by the parties and not objected to by the Arbitrator(s), record the settlement in the form of a consent award.
- 30.3** A consent award shall state that it is an award of the Tribunal and shall have the same status and offset as any other award made pursuant to these Rules.
- 30.4** A consent award may only be entered if the Arbitrator(s) are satisfied that the settlement agreement reached by the parties does not contain oppressive provisions, or provisions which adversely affect the rights of any third person(s).

**Article 31: Interest on Awards**

- 31.1** Arbitrator(s) may order that interest be paid on an award in the following circumstances;
- (i) where the Claimant appeals a decision by the relevant Member Company which is a denial and the Arbitrator(s) make an award to the Claimant on the basis that the decision of the Member Company was not in accordance with ICHEIC standards; or
  - (ii) where the Claimant appeals a decision by the relevant Member Company which is an offer and the Arbitrator(s) make an award to the Claimant that the decision of the Member Company was not in accordance with ICHEIC standards.
- 31.2** In the circumstances referred to in Article 31.1 (i) and (ii) interest shall be credited from the date of the Member Company decision to the date of the award at the rate equivalent to the interest rate referenced in the Valuation Guidelines for the year of the award.

**Article 32: Costs**

- 32.1** The Appeals Process is cost free to the Claimant. However, each party shall bear at its own expense all costs, fees and expenses incurred in connection with any representation or assistance it chooses to obtain in accordance with Article 15.1.

**Article 33: Immunity**

**33.1** None of the Arbitrator(s), the Tribunal, the Secretariat, the Chairman, Vice-Chairman, or any of their members, employees or agents shall be liable for anything done or omitted in the discharge or purported discharge of their functions in relation to an Arbitration unless the act or omission is shown to have been in bad faith.

**Article 34: The Law Governing these Rules**

These Rules shall be governed by and interpreted in accordance with the English Arbitration Act 1996.

**Article 35: Definitions**

**35.1 The Act:** means the English Arbitration Act 1996.

**35.2 Appeal:** means a dispute, disagreement or difference arising in connection with any determination(s) made by a Member Company(ies) in the processing of an ICHEIC claim, that is submitted by Claimant(s) and Member Company(ies) to the Tribunal for resolution by Arbitration in accordance with these Rules.

**35.3 Appeals Co-ordinator:** means the person within the Secretariat responsible for co-ordinating between the Arbitrator(s) and the Secretariat

**35.4 Appeals Submission Agreement:** means the Agreement signed by the Claimant and the Member Company agreeing to submit Appeals from the determinations made by a Member Company regarding the ICHEIC Claim to an insurance policy, for final resolution in Arbitration.

**35.5 Arbitration:** means an arbitration conducted pursuant to these Rules.

**35.6 Arbitrator:** means a person appointed by the Chairman or Vice-Chairman of the ICHEIC to serve as a member of the ICHEIC Appeals Tribunal. References in these Rules to "Arbitrators" or "the Arbitrators" or "the Arbitrator(s)" shall where the context requires be read as references to a Sole Arbitrator or Panel appointed under these Rules.

**35.7 Chairman and Vice-Chairman:** means the Chairman and Vice-Chairman of the International Commission on Holocaust Era Insurance Claims.

**35.8 Claimant:** is an individual or representative of any individual(s) who has submitted an ICHEIC claim.

**35.9 Case Manager:** means a member of the Secretariat performing this function in accordance with these Rules.

**35.10 Historical Expert:** means the person appointed by the ICHEIC to determine, in accordance with the procedure set out in Annex I to these Rules, whether the Claimant(s), or the person(s) through the estate of whom the Claimant is claiming or the person(s) entitled to the proceeds of the policy at the time of the insured event, or the policyholder, is or was a "Holocaust Victim" as defined and adopted by the ICHEIC.

**35.11 ICHEIC:** means the International Commission on Holocaust Era Insurance Claims.

<b>35.12</b>	<b>ICHEIC Appeals Tribunal:</b> means the arbitration body appointed by the ICHEIC to determine appeals from the ICHEIC claims process made in accordance with these Rules.
<b>35.13</b>	<b>ICHEIC Claim:</b> means a claim to a life insurance policy submitted to the ICHEIC claims process,  <ul style="list-style-type: none"> <li>(i) in which the claimant has named a Member Company as the company believed to have issued the life insurance policy; or</li> <li>(ii) in the processing of which, through the ICHEIC claims process, a Member Company was identified as having issued the life insurance policy claimed.</li> </ul>
<b>35.14</b>	<b>Member Company:</b> means an insurance company (together with its subsidiaries) that has agreed to be bound by the MOU or an insurance company (together with its subsidiaries) that is a member of a trade association that has agreed to be bound by the MOU, [as well as any of the legal predecessors of any such companies].
<b>35.15</b>	<b>MOU:</b> means the Memorandum of Understanding made between various US Insurance Regulators, various non-governmental Jewish Organisations, various European Insurance Companies and the State of Israel for the establishment of a just procedure to expeditiously address the issue of unpaid insurance policies issued to persons who became Holocaust Victims as defined by the ICHEIC.
<b>35.16</b>	<b>Panel:</b> means a panel of 3 Arbitrators appointed to resolve an Appeal submitted to the ICHEIC: Appeals Tribunal in accordance with these Rules.
<b>35.17</b>	<b>The President and Vice-President:</b> means the President and Vice-President of the Tribunal appointed pursuant to Article 1.1.
<b>35.18</b>	<b>Relaxed Standards of Proof:</b> mean the Standards of Proof presented at the March 1999 ICHEIC meeting and adopted by the Chairman in his Decision Memorandum of July 2, 1999 and amplified by memorandum of July 16,1999.
<b>35.19</b>	<b>Secretariat:</b> means the Secretariat appointed pursuant to Article 16.1.
<b>35.20</b>	<b>Sole Arbitrator:</b> means an Arbitrator appointed to resolve an Appeal submitted to the ICHEIC Appeals Tribunal in accordance with these Rules.
<b>35.21</b>	<b>Succession Guidelines:</b> means the guidelines for determining the rights of Claimants to succeed to the benefits of an insurance policy, set out in Annex II to these Rules.
<b>35.22</b>	<b>The Tribunal:</b> means the ICHEIC Appeals Tribunal.
<b>35.23</b>	<b>Valuation Guidelines:</b> means the guidelines adopted by the ICHEIC for assigning values to the proceeds of Holocaust era insurance policies set out at Annex III to these Rules.

## ANNEX I

### EXPERT DETERMINATION PROCEDURES

#### Appointment

1. The Historical Expert shall be appointed by the Chairman and Vice Chairman of the ICHEIC following consultations with the members of the ICHEIC. In the event that the Historical Expert is for any reason unable to fulfil his or her duties a new Historical Expert shall be appointed in his or her place.

#### Definition of Holocaust Victim

2. On [date] the ICHEIC adopted the following definition of a “Holocaust Victim” for the purpose of determining the eligibility of a Claimant to participate in the ICHEIC claims process:

*A Holocaust Victim for the purposes of the MOU is defined as anyone who was deprived of their life; suffered damage to their mental or physical health; was deprived of their economic livelihood, suffered loss or deprivation of financial or other assets or suffered any other loss or damage to their property as a result of racial, religious, political or ideological persecution by organs of the Third Reich or by other Governmental authorities in the territories occupied by the Third Reich or its Allies during the period from 1933 to 1945.*

#### Question for the Historical Expert

3. Upon referral of an Appeal by the ICHEIC Appeals Tribunal, the Historical Expert shall determine the following question:

**3.1** Is the Claimant a Holocaust Victim or the heir of a Holocaust Victim?

**3.2** The answer to this question shall be in the affirmative if, in the opinion of the Historical Expert relying on his or her own expertise, in view of all of the information available including the information as provided by the Claimant regarding

- (i) the Claimant (or one of them);
- (ii) the person through the estate of whom the Claimant is claiming (or one of them);
- (iii) the person entitled to the proceeds of the insurance policy claimed at the insured event (or one of them);
- (iv) the policyholder of the insurance policy claimed;
- (v) any of the above persons fall within the definition of a Holocaust Victim set out at paragraph 1 above.

#### Procedure

4. The Historical Expert shall establish such procedures and timetables as are appropriate for the determination, considering at all times the need for the speedy resolution of Appeals.
5. The Historical Expert may request any party to provide additional submissions, information or documents. If either party fails to provide any information or documents requested by the Historical Expert within 30 days, without good reason, the Historical Expert may make a final determination, without waiting for the relevant party's response.
6. In answering the above question:-
  - (i) The Historical Expert shall consider the information and submissions submitted by the Claimant(s) and the Company.
  - (ii) The Historical Expert may make use of his or her own specialist knowledge and expertise.
  - (iii) The Historical Expert may conduct such timely investigations and research, as he or she considers necessary and may, if prudent and cost-effective to do so, instruct others (including ICHEIC personnel) to conduct any research or investigation necessary.
7. Where it appears to the Historical Expert that a determination may involve a particularly lengthy and/or costly investigation, the Historical Expert may inform the relevant Company of those circumstances and shall stay the Expert Determination procedures for 10 business days, so as to allow the Company to make a settlement offer to the Claimant. In the event of such an offer being made, the Historical Expert shall terminate the expert determination proceedings and refer the Appeal back to the Sole Arbitrator or Panel appointed pursuant to the Rules of Procedure of the ICHEIC Appeals Tribunal.

#### **Determination**

8. The Historical Expert shall make a reasoned determination.
9. The determination of the Historical Expert shall be final.

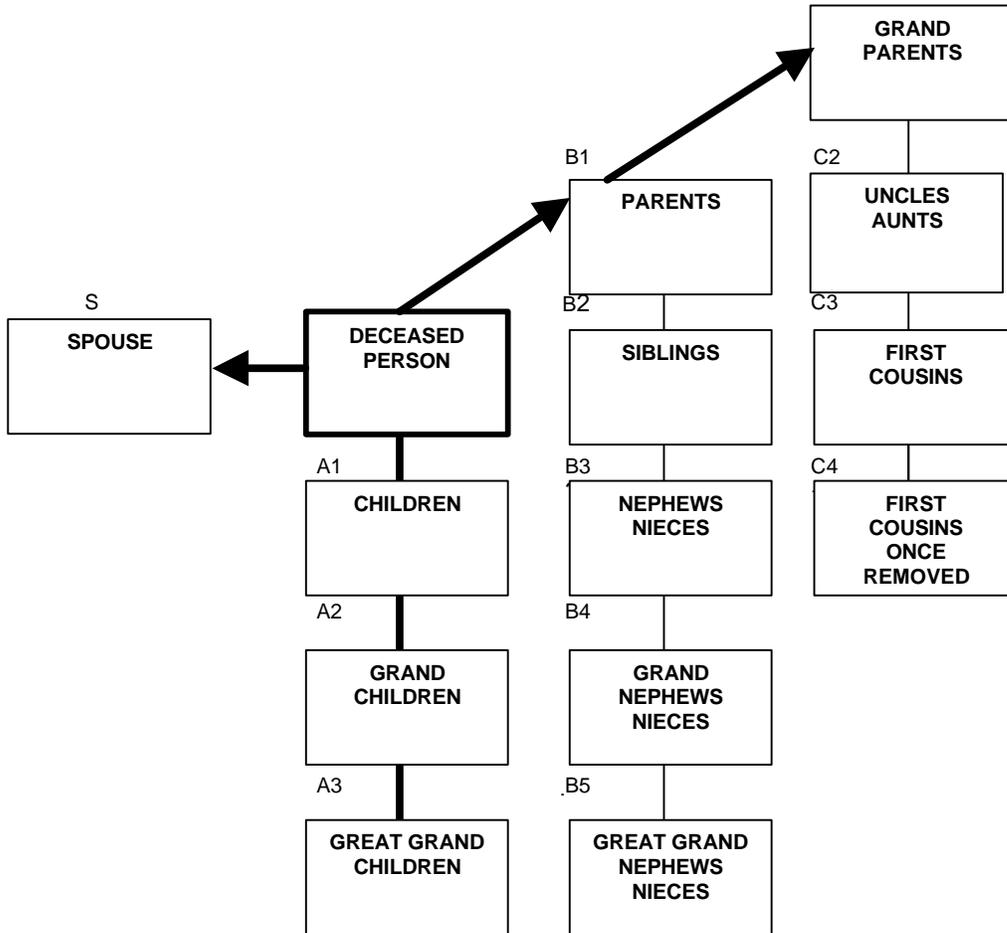
#### **Miscellaneous**

10. The costs of the Historical Expert and any expenses incurred by him or her in the conduct of any investigations and/or research contemplated in these Guidelines shall be borne by the ICHEIC.
11. Neither the Historical Expert nor the ICHEIC nor the ICHEIC Appeals Tribunal nor any of their respective employees or members shall be liable for any damages or loss suffered by any person as a result of the Historical Expert's negligence, breach of contract or any act or omission.
12. The definitions adopted by the Rules of Procedure of the ICHEIC Appeals Tribunal are adopted for these procedures.
13. These procedures shall be governed by and construed in accordance with English law.

## ANNEX II

### SUCCESSION GUIDELINES

1 In matters concerning the right of the Claimant to succeed to or inherit the benefits of an insurance policy (the “Proceeds”) from the person who was entitled to the Proceeds at the insured event (the “Deceased Person”), the Arbitrator(s) shall apply the following Succession Guidelines:



<b>Category</b>	<b>Relationship to Deceased Person</b>	<b>Distribution of Proceeds</b>
S	Spouse and no issue or other relatives	All Proceeds to spouse.
S + A1 – A3	Spouse and issue	\$50,000 and half the residue of the Proceeds to spouse, balance to any issue as provided in Paragraph 2(i).
A1 – A3	Issue and no spouse	All Proceeds to issue as provided in Paragraph 2(i).
B1	One or both parents, no spouse, no issue	Proceeds to surviving parent or parents.
B2 – B5	Siblings, and no spouse, issue or parent	All Proceeds to the siblings and their issue as provided in Paragraph 2(i).
C1 – C4	One or more grandparents or their issue, no spouse, issue, parents or siblings	<ol style="list-style-type: none"> <li>1. Half of the Proceeds to the paternal grandparents. If none survives, half to their issue as provided in Paragraph 2(i).</li> <li>2. Half of the Proceeds to the maternal grandparents. If none survives half to their issue as provided in Paragraph 2(i).</li> <li>3. If the paternal or maternal grandparents and their issue do not survive the Deceased Person, the whole of the Proceeds to the surviving grandparents on the other side or their issue as provided in Paragraph 2(i).</li> </ol>

- 2** For all purposes of these Succession Guidelines:
- (i) Where the Proceeds or part of the Proceeds are to be divided in accordance with this Paragraph 2(i), those Proceeds shall be divided into as many equal shares as there are:
    - (a) living members of the nearest generation of issue then living; and
    - (b) deceased members of that generation who leave issue then living.
  - (ii) Each living member of the nearest generation receives one share and the share of each deceased member of that generation who leaves issue shall be divided in the same manner.
    - (a) The Deceased Person's relatives of the half blood shall be treated as if they were relatives of the whole blood.
    - (b) Distributees of the Deceased Person conceived before his or her death but born alive thereafter take as if they were born in his or her lifetime

- (c) An adopted child shall take under this Succession Guidelines as if such adopted child were a natural child.
  - (d) Where one or more persons, Claimants, or the estates, heirs, legatees, descendants, survivors, beneficiaries, or other such successors-in-interest (as limited by these Succession Guidelines), is entitled to the Proceeds, each such person shall take the proportion of the Proceeds to which he or she is properly entitled under these Succession Guidelines.
- 3** If the person who was entitled to the Proceeds at the date when the policy matured left a written will that has been provided to the Tribunal, the Arbitrator(s) shall distribute the Proceeds among the beneficiaries named in the will applying the Succession Guidelines to any question of succession to any person named in the will.
- 4** Where the sequence of demise between any persons is unknown, the older person shall be deemed to have predeceased the younger. Where the respective ages of such persons are unknown, they shall be deemed to have passed away at the same time.
- 5** Where no claim is submitted by a successor to the Deceased Person, the successors to the insured or, if none, to the policyholder may succeed to the Proceeds. In such cases, references to the Deceased Person shall be read as references to the insured or the policyholder as appropriate.
- 6** Arbitrator(s) shall not apply the Succession Guidelines in circumstances where:
  - (i) the application of the Succession Guidelines would result in an outcome which is contrary to principles of justice; or
  - (ii) a Claimant can show that there are special circumstances as a result of which it would be inappropriate to apply the Succession Guidelines.
- 7** Where the Arbitrators consider that it would be inappropriate to apply the Succession Guidelines they shall determine the right of Claimants in accordance with the principles of fairness and justice.

## ANNEX III

### VALUATION PROCEDURES: EDITION DATED 22-10-02

#### 1. INTRODUCTION

- 1.1. The valuation of claims includes two phases. The first is the assignment of base values to a policy, depending on the terms of the contract, the history of the payment of premiums etc and the circumstances of the insured event (death of the insured or maturity of the policy).
- 1.2. The base value of a policy is the value it would have had at the date of the insured event (on death of the insured person or on maturity at the end of the policy). The second is the application of appropriate multipliers to the base value to produce the current value.
- 1.3. Policies shall be valued as unpaid if a claim on a policy is proved to be valid according to the standards of proof and there is no evidence that the policy was paid
- 1.4. Rules for determining the treatment of policies paid during the Holocaust but where the proceeds were either confiscated or paid into a blocked account or where it is deemed likely that they were confiscated or paid into a blocked account are set out in Sections 4 and 5 below.

#### 2. POLICIES ISSUED IN GERMANY

- 2.1. For policies issued in Germany (within the boundaries of 1937 and denominated in Reichsmarks), for which the Federal Republic of Germany established programmes of compensation after the war under the Bundesentschaedigungsgesetz (the BEG) or other programmes of compensation or restitution, the company shall assess the claim (both the base value and the valuation up to 1969) as if it had been submitted to the BEG, using the same methods of valuation, and apply a multiplier to this value of 8X.
- 2.2. For offers made from January 2001 the value will be updated by reference to the appropriate multiplier (see schedule 2).
- 2.3. Each claimant shall receive in respect of any valid claim on a policy issued in Germany by a German company at least a minimum payment of \$4000 per policy, if he/she is himself/herself a survivor of the Holocaust or \$3000 per policy for other valid claims. The company will determine the value of the policy according to Sections 2.1 and 2.2 of these guidelines. No maximum limit should be applied.\*
- 2.4. If a claim is on a policy where the German Compensation or Restitution Authorities had rendered a decision on that specific policy then such a decision cannot be considered further in the ICHEIC process, subject to the exceptions in §2 (1) (c) of the Agreement between ICHEIC and the German Foundation.

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\* For payments on policies issued in Germany the provision for humanitarian funds from the German Foundation will cover the difference between the value of the policy according to section 2.1 and 2.2 of these guidelines and the minimum payment shown in section 2.3. The total payment to the claimant shall be made by the company after the corresponding amounts have been provided by the Foundation.

### 3. DETERMINING BASE VALUES (NOT GERMANY)

#### **Policies relating to those who Died During The Holocaust Era**

- 3.1. **Date of death:** If the company or the claimant has evidence of the date of death or deportation of the policyholder or the insured, this shall be used as relevant in assessing the base value. If there is no evidence, the dates for deemed death shown in schedule 1, shall be used.
- 3.2. **Base value at death:** If the insured person or the policyholder died during the Holocaust era (see Schedule 1), the base value at the date of the insured event is the full sum insured minus any specific deduction (unless the company can demonstrate that the policy had been voluntarily converted to "paid up" status by the policyholder). (Paid up value is defined as a new sum insured at a lower value according to the terms of the policy, or as assessed by the company).
- 3.3 The **specific deductions** are for
- 3.3.1. Loans taken out during the life of the policy but before the beginning of the Holocaust era and not repaid
- 3.3.2. Premiums not paid, subject to the following conditions:
- If premiums stopped after the date of deportation (from the evidence) or the start of the Holocaust era (using schedule1), the company shall deduct those unpaid premiums from the full sum insured, up to a maximum of two years.
  - If premiums ceased before start of the Holocaust era given in schedule 1, the offer shall be based on the "paid up" value.
  - Only if the company has evidence of unpaid premiums shall it make a deduction. If the company has no records it shall make no deduction.
- 3.3.3. Compensation related to the specific policy and paid under post war arrangement (other than in Germany by governments or any other state entities).
- 3.3.4 **Policies converted to paid up status:** In cases where there is evidence that the policy was formally converted to paid up status (the following rules apply):
- If conversion was before the start of the Holocaust era, base value equals paid up value
  - If conversion was in or after the year of the start of the Holocaust era, and the company can show that this was made voluntarily by the policyholder in writing, then the base value equals the paid up value
  - If conversion was made in or after the year of the start of the Holocaust era, but the company cannot show that this was made voluntarily by the policyholder in writing , then the base value equals the full sum insured, less any deductions for unpaid premiums in accordance with paragraph 3.3.2)
  - From all base values any further adjustments required by paragraph 3.3.1 & 3.3.3) should be applied.

#### **Policies of Survivors**

- 3.5. If the insured person and the policy holder survived after 1945 (and premiums had not been paid), the base value is the “paid up” value of the policy as assessed by the company (which will deem premium payments to have stopped in 1945) and subject to any further adjustments required by paragraphs 3.3.1. and 3.3.3.

#### **4. CONFISCATED POLICIES (ALL COUNTRIES)**

##### **Confiscated Policies**

- 4.1 Policies that were paid, as required by local law, to a government authority that was not the named beneficiary of the policy shall be given the same valuation as applied to unpaid claims.
- 4.2. In the absence of evidence to the contrary (produced either by the claimant or the company, a payment should be treated as confiscated if it was in or after the year given for the respective country in the table in schedule 1 Column iii.
- 4.3. Conversely, where a company can demonstrate that the proceeds of the policy were paid before the deemed date, it should be assumed, in the absence of evidence to the contrary, that the payment was made to the rightful beneficiary.
- 4.4. For France, any claim that a policy was confiscated will be considered under the procedures in paragraph 5.3 below for blocked accounts in France.

#### **5. BLOCKED ACCOUNTS (ALL COUNTRIES)**

- 5.1. Where there is evidence that policies were paid, but the payment was into a blocked account, these policies shall be given the same valuation as applied to unpaid claims.\*\*
- 5.2. A payment on a policy will be deemed paid into a blocked account if it was during the years given for the respective country in the table in schedule 1 column (ii), unless there is evidence that it was not paid into a blocked account.
- 5.3. For policies issued in France, where there is a scheme for the compensation of bank accounts that were blocked, the claim will be referred to the relevant authority.
- 5.4. For policies issued in Austria the payment is deemed to be made into a blocked account if it was made to the policyholder from March 1938 through the end of 1939 unless there is evidence that the payment was not made into a blocked account.
- 5.5. For policies issued in Germany the following rules shall apply:-
- 5.5.1. During the period from the start of 1933 through to the end of 1937
- 5.5.1.1 The payment is deemed to be made into a blocked account, if there is evidence according to the Relaxed Standards of Proof that:
- the policyholder emigrated or was deported or was otherwise deprived in that period of his/her freedom as a Holocaust victim or
  - That a policyholder attempted to emigrate or was arrested or detained..

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\*\* For payments on policies issued by German companies the source of finance will be the amounts made available for humanitarian purposes

unless there is evidence that the payment was not made into a blocked account

5.5.1.2 Conversely, if there is no evidence that the policyholder emigrated, attempted to emigrate, was arrested or detained or was deprived of his or her freedom as a Holocaust victim, then it can be assumed that payment was not made into a blocked account.

5.5.2 During the period from the start of 1938 through the end of 1939, the payment is deemed to be made into a blocked account if it was made to the policyholder unless there is evidence that the payment was not made into a blocked account

## **6. DETERMINING CURRENT VALUES**

The current value of a policy is in the base value increased by agreed factors to allow for changes in currency, economic circumstances and interest during the years from the insured event to the present day. The factors for each country are designed to give a present day value to the base values, while taking account of the many economic and monetary events which disturbed the purchasing power of currencies in wartime and post-war Europe. For policies issued in Eastern Europe account has also been taken of the fact that insurance companies were nationalised or liquidated under the instructions of the post war governments.

### **6.1. Western European Countries**

The current value of offers on policies issued in these countries is calculated in accordance with the steps outlined in Schedule 2.

### **6.2 Eastern European Countries**

Offers on policies issued in these countries are in US dollars. The current value is determined in accordance with the steps outlined in Schedule 2. For policies issued in dollars and not converted into the local currency, the base value remains in dollars.

## **7. OTHER ISSUES**

### **7.1 Unknown Values**

If a claimant satisfies the Relaxed Standards of Proof that a policy existed which was unpaid and names the company that issued the policy, but the amount of the policy cannot be determined, [the offer shall be based on a multiple of three times (3X) the average value for policies in the respective country (shown in schedule 3) The appropriate multipliers should then be applied but the payment offered should not exceed \$6,000 per policy

### **7.2 Minimum Payments for policies issued in Eastern Europe**

If the valuation of a claim on a policy issued in Eastern Europe is below \$100, the minimum payment is \$500; if the valuation is above \$100, the minimum payment is \$2,000 for survivors and \$1,000 for other proven claimants.

### **7.3 Policies denominated in currencies other than the country of issue**

If a policy was issued in a currency of another country (e.g. Swiss Francs) and subsequently converted into the local currency, in accordance with a law of general application, the current value is determined according to the rules for that country. For Western European countries, if the policy was not converted (e.g. a cross-border sale) the valuation is according to the multipliers in Schedule 4. For policies issued in Eastern Europe and not converted, the procedure in Schedule 2 from Step 2 (for East European claims) should be followed. Policies issued with a link to the price of gold should be treated as if they had been issued in the nominal currency.

#### **7.4 Prior settlement by companies**

Any claim settled between a claimant and an insurance company after the war will not be reopened, even if the claimant would be entitled to a larger amount under the ICHEIC valuation guide

#### **7.5 Cancelled policies**

- 7.5.1 [For policies that were cancelled or suspended for non-payment of the initial premiums (after the payment of the first premium), if any unpaid premiums were due in years on or after the start of the Holocaust era in the country of issue and if the insured or the policyholder died during the Holocaust era, then the policy shall be deemed to be valid for the full sum insured (less any specific deductions under paragraphs 3.3.1 & 3.3.3) at the date of the insured event
- 7.5.2 If the policyholder and the insured survived the Holocaust era and did not reinstate the policy, the policy shall be valued as a paid up policy on the assumption that premiums had been paid until 1945].

### **8. FINAL PROVISION**

All offers shall include a schedule showing how the calculation of the offer has been made.

**SCHEDULE 1**

**Dates for determining the deemed dates of events, if not otherwise known, for**

- (i) the start of the Holocaust or Nazi persecution in each country,**
- (ii) payments into blocked accounts**
- (iii) the start of confiscation of the proceeds of insurance policies and**
- (iv) year of death,**

	(i) Start of Holocaust Era/NS persecution	(ii) Dates of deemed payment to blocked account	(iii) <u>Dates for start of deemed confiscation</u>	(iv) Deemed death
Austria	1938	1938-1939	1940	1941
Belgium	1940	1941- 1944		1942
Bulgaria	1941		1942	1942
Czechoslovakia - Sudetenland	1938		1938	1941
Czechoslovakia - Bohemia Moravia and Slovakia	1939		1939	1941
Croatia	1940		1940	1941
France	1940	1941-1944		1942
Germany	1933	1933-1939	1940	1945
Greece	1941		1943	1943
Hungary	1939		1942	1944
Italy	1939		1943	1943
Netherlands	Sjoa		Sjoa	Sjoa
Poland	1939		1939	1941
Romania	1940		1941	1941
Yugoslavia	1941		1941	1941

**TABLE OF VALUATION FACTORS**  
**Western European Claims**

**Step 1**

Multipliers to be used in step 1 as described in the valuation guide from the date of the insured event.

All multipliers to 2000

Year of insured event	Austria	Belgium	France*	Italy
1938	69.1	61.1		1335.2
1939	68.5	58.2	1.696	1271.4
1940	65.8	55.5	1.547	1144.4
1941	63.4	53.3	1.408	1035.1
1942	61.6	51.3	1.280	936.8
1943	60.2	49.3	1.163	679.9
1944	58.6	47.5	1.058	247.1
1945	54.3	45.7	0.961	163.6
1946	42.4	43.9	0.874	146.4
1947	28.4	42.0	0.795	109.2
1948	16.2	40.1	0.722	102.5
1949	12.8	38.3	0.657	97.0
1950	10.7	36.7	0.597	91.7
1951	8.2	35.1	0.543	86.4
1952	7.1	33.4	0.493	81.6
1953	7.1	31.8	0.464	77.0
1954	6.7	30.4	0.436	72.6
1955	6.3	29.0	0.411	68.3
1956	5.9	27.7	0.388	64.0
1957	5.5	26.2	0.362	59.9
1958	5.2	24.8	0.337	56.1
1959	4.8	23.6	0.316	53.1
1960	4.5	22.4	0.299	50.6

\*The multipliers for France incorporate the currency reform of 1960 when 100 Old Francs were replaced by 1 New Franc.

**Step 2**

For offers made after 2001, an addition will be made to the value in Step 1 in respect of 2001 to reflect interest at the rate of 5.4% for the full year 2001 and an addition will be made at the rate of so many twelfths of 5%, including the month in which the offer is made, plus two twelfths, (for example, an offer in June 2002 will add a further 8/12ths of 5%).

1. **Netherlands** The arrangements for valuing and paying claims on policies issued in the Netherlands will be a matter for the Sjoa Foundation following the agreement with them.
2. For **Greece**, the policy sum insured should be converted to Italian lire at the average rate of exchange for the year of issue of the policy, any deductions would be made at the exchange rate for the

appropriate year. The net sum due from the insured event has the multipliers for Italy applied to it. The exchange rates between the drachma and the lira are shown in Schedule 5.

3. For **Germany**, companies should use the method employed by the BEG to value claims up to the end of 1969 (the closure date for West German compensation claims). The values are then multiplied by 8, to bring the end 1969 value up to year 2000 values. For the year 2001 and later years the same multiplier is used as for Western Europe. The minimum payment on valid claim on a German policy will be \$4,000 for claimants who are survivors and \$3000 for other valid claimants. No maximum limit should be applied.

## **East European Claims**

### **Step 1 - Exchange Rates**

Convert the claims expressed in local currency to US dollars at the discounted exchange rates shown below.

Country	Currency	1 unit = US\$
Bulgaria	Lev	US\$ 0.00863
Czechoslovakia:	Koruna	US\$ 0.024
Czechoslovakia: Sudetenland	Reichsmark	US\$ 0.2807
Hungary	Pengo	US\$ 0.1376
Poland	Zloty	US\$ 0.1323
Romania	Lei	US\$ 0.00509
Yugoslavia	Dinar	US\$ 0.01594

### **Step 2**

Multiply the dollar value by 11.286. This gives a value up to the end of the year 2000.

### **Step 3**

For offers made after 2001, an addition will be made to the value in Step 2 in respect of 2001 to reflect interest at the rate of 5.4% for the full year 2001 and an addition will be made at the rate of so many twelfths of 5%, including the month in which the offer is made, plus two twelfths, (for example, an offer in June 2002 will add a further 8/12ths of 5%).

### SCHEDULE 3

#### Average life insurance policy sums insured

The table below shows the average sums insured for each market in 1938 (1937 for Czechoslovakia), in local currency.

	Average sum insured 1938 (local currency)
Austria	Sch. 1246
Belgium	BFr. 5730
France	FFs. 20,744
Germany	RM. 841
Italy	L. 9355
Neth'lnds	G 309
Bulgaria	L. 26,559
Czech	Kcs. 12,070
Hungary	P. 827
Poland	Z. 2425
Romania	L. 60,638
Yugoslavia	D. 24,080

The base value for qualifying claims (see paragraph 7.1 of the guide) would be a multiple of three times (3X) the averages shown above. The appropriate multipliers should then be applied but the payment offered should not exceed \$6,000 per policy

Schedule 4

<b><u>Indices of bond yields and multipliers for UK, Switzerland &amp; USA</u></b>									
<b>Year</b>	<b>United Kingdom: Pound Sterling</b>			<b>Switzerland Swiss Francs</b>			<b>US dollars</b>		
	bond yield	index	multipliers	bond yield	index	multipliers	bond yield	index	multiplier
<b>1937</b>	3.28						2.41		
<b>1938</b>	3.38	100.0	78.8	3.41	100	11.2	2.26	100.00	29.3
<b>1939</b>	3.72	103.7	76.0	3.24	103.8	10.8	2.05	102.05	28.7
<b>1940</b>	3.4	107.2	73.5	3.76	108.0	10.3	2.26	104.36	28.1
<b>1941</b>	3.13	110.6	71.2	4.06	111.6	10.0	2.05	106.50	27.5
<b>1942</b>	3.03	114.0	69.1	3.39	115.1	9.7	2.46	109.12	26.8
<b>1943</b>	3.1	117.5	67.1	3.15	119.0	9.4	2.47	111.81	26.2
<b>1944</b>	3.14	121.2	65.0	3.32	122.9	9.1	2.48	114.58	25.6
<b>1945</b>	2.92	124.7	63.2	3.27	126.9	8.8	2.37	117.30	25.0
<b>1946</b>	2.6	128.0	61.6	3.29	130.8	8.5	2.19	119.87	24.4
<b>1947</b>	2.76	131.5	59.9	3.1	135.0	8.3	2.25	122.56	23.9
<b>1948</b>	3.21	135.7	58.1	3.17	139.6	8.0	2.44	125.56	23.3
<b>1949</b>	3.3	140.2	56.2	3.42	143.7	7.8	2.31	128.46	22.8
<b>1950</b>	3.55	145.2	54.3	2.94	147.5	7.6	2.32	131.44	22.3
<b>1951</b>	3.64	150.4	52.4	2.67	151.9	7.4	2.57	134.81	21.7
<b>1952</b>	4.26	156.9	50.2	2.95	156.2	7.2	2.68	138.43	21.2
<b>1953</b>	3.94	163.0	48.3	2.84	160.2	7.0	2.92	142.47	20.6
<b>1954</b>	3.55	168.8	46.7	2.55	164.4	6.8	2.52	146.06	20.1
<b>1955</b>	4.32	176.1	44.7	2.62	169.3	6.6	2.8	150.15	19.5
<b>1956</b>	5.16	185.2	42.5	2.97	174.6	6.4	3.06	154.74	18.9
<b>1957</b>	5.49	195.4	40.3	3.12	180.9	6.2	3.54	160.22	18.3
<b>1958</b>	5.48	206.1	38.2	3.65	186.7	6.0	3.48	165.80	17.7
<b>1959</b>	5.19	216.8	36.3	3.19	192.4	5.8	4.13	172.64	17.0
<b>1960</b>	5.77	229.3	34.4	3.08	198.4	5.6	4.06	179.65	16.3
<b>1989</b>	9.58	3656.5	2.2	3.09	729.5	1.5	8.5	1534.41	1.9
<b>1990</b>	11.08	4061.6	1.9	5.2	778.2	1.4	8.55	1665.60	1.8
<b>1991</b>	9.92	4464.5	1.8	6.68	827.6	1.3	7.86	1796.51	1.6
<b>1992</b>	9.12	4871.7	1.6	6.35	873.0	1.3	7.01	1922.45	1.5
<b>1993</b>	7.87	5255.1	1.5	5.48	908.3	1.2	5.82	2034.34	1.4
<b>1994</b>	8.05	5678.1	1.4	4.05	955.8	1.2	7.11	2178.98	1.3
<b>1995</b>	8.26	6147.1	1.3	5.23	991.5	1.1	6.58	2322.35	1.3
<b>1996</b>	8.1	6645.0	1.2	3.73	1027.5	1.1	6.44	2471.91	1.2
<b>1997</b>	7.09	7116.2	1.1	3.63	1059.1	1.1	6.35	2628.88	1.1
<b>1998</b>	5.45	7504.0	1.1	3.08	1084.5	1.0	5.26	2767.16	1.1
<b>1999</b>	5	7879.2	1.0	2.39	1117.2	1.0	5.87	2929.59	1.0
				3.02					

For the valuation of offers made after 1999, use the multiplier of 1.0564 for 2000, then 1.054 for 2001, then the multipliers shown for 2002 shown in Schedule 2002.

## Schedule 5

### Greece: Drachma to Lira rates

Following decision memo of 6 July 2000

1	2	3	4	5
US cents per drachma	US cents per lira	value of 1 drachma in lire	value of 1 lira in drachma	
1915	19.0862	15.5287	1.229	0.814
1916	19.5296	15.2674	1.279	0.782
1917	19.7837	13.3181	1.485	0.673
1918	19.4195	12.7195	1.527	0.655
1919	12.223	11.26	1.086	0.921
1920	12.223	4.97	2.459	0.407
1921	5.0261	4.2936	1.171	0.854
1922	3.3059	4.7559	0.695	1.439
1923	1.7141	4.6016	0.373	2.685
1924	1.79	4.358	0.411	2.435
1925	1.5614	3.9776	0.393	2.547
1926	1.2579	3.8894	0.323	3.092
1927	1.3173	5.156	0.255	3.914
1928	1.3044	5.2571	0.248	4.030
1929	1.2934	5.2334	0.247	4.046
1930	1.2959	5.2374	0.247	4.042
1931	1.2926	5.2063	0.248	4.028
1932	0.832	5.1253	0.162	6.160
1933	0.7233	6.7094	0.108	9.276
1934	0.9402	8.5617	0.110	9.106
1935	0.9385	8.2471	0.114	8.788
1936	0.9289	7.2916	0.127	7.850
1937	0.9055	5.2607	0.172	5.810
1938	0.8958	5.2605	0.170	5.872
1939	0.8153	5.1959	0.157	6.373

Source: "Banking and Monetary Statistics" Board of Governors of the Federal Reserve System November 1943

The valuation of drachma policies would convert the policy value to lire, using the above exchange rates, for the year in which the policy was taken out. (multiply drachma value by figure from col.4)  
 No rates exist for Drachma - \$ for the years 1919 and 1920. The rates shown are the average of 1918 and 1921.

**SCHEDULE 1****Dates agreed by ICHEIC for determining year of death, if not known, (“deemed death”) and for determining start of the Holocaust or Nazi persecution in each country**

	(i) Deemed death	(ii) Holocaust Era/Nazi persecution
Austria	1941	1938
Belgium	1942	1940
Bulgaria	1942	1941
Czechoslovakia	1941	1938 – Sudetenland 1939 – other territories
France	1942	1940
Germany	1945	1933
Greece	1943	1941
Hungary	1944	1939
Italy	1943	1939
Netherlands	1942	1940
Poland	1941	1939
Romania	1941	1940
Yugoslavia	1941	1941

**SCHEDULE 2  
TABLE OF VALUATION FACTORS**

**Western European Claims**

Step 1					
Multipliers to be used in step 1 as described in the valuation guide.					
Data correct at 17 April 2000			All multipliers to 1999		
Year of Insured Event	Austria	Belgium	France*	Italy	Netherlands
1938	65.4			1263.9	43.3
1939	64.8	55.1	1.605	1203.5	42.4
1940	62.3	52.6	1.464	1083.3	38.3
1941	60.0	50.5	1.332	979.8	35.6
1942	58.3	48.6	1.211	886.8	33.8
1943	57.0	46.7	1.101	643.6	32.9
1944	55.5	45.0	1.001	233.9	32.0
1945	51.4	43.3	0.910	154.9	29.1
1946	40.1	41.5	0.827	138.6	27.6
1947	26.9	39.7	0.752	103.3	26.4
1948	15.4	37.9	0.684	97.0	25.5
1949	12.1	36.3	0.622	91.8	24.2
1950	10.1	34.7	0.565	86.8	23.0
1951	7.8	33.2	0.514	81.8	21.2
1952	6.8	31.6	0.467	77.3	20.5
1953	6.7	30.1	0.439	72.9	19.8
1954	6.3	28.8	0.413	68.7	19.2
1955	6.0	27.5	0.389	64.7	18.6
1956	5.6	26.3	0.367	60.6	18.0
1957	5.2	24.8	0.343	56.7	17.3
1958	4.9	23.5	0.319	53.1	16.6
1959	4.6	22.4	0.299	50.3	15.9
1960	4.3	21.2	0.283	47.9	15.2
*The multipliers for France incorporate the currency reform of 1960 when 100 Old Francs were replaced by 1 New Franc.					
** The arrangements for valuing and paying claims on policies issued in the Netherlands are subject to discussion and agreement with the Sjoa Foundation.					
Step 2—for offers made in the year 2000, an addition will be made to reflect interest during the year. This is at the rate of so many twelfths of 5.64%, including the month in which the offer is made, plus two twelfths (for example, an offer in June 2000 will add 8/12 <sup>th</sup> of 5.64% to the amount					

given in step 1)

For **Greece**, the policy sum insured should be converted to Italian lira at the average rate of exchange for the year of issue of the policy, any deductions would be made at the same exchange rate and the net sum due from the insured event would have the multipliers for Italy applied to it.

For **Germany**, companies will use the method employed by the BEG to value claims up to the end of 1969 (the closure date for West German compensation claims). The values will then be multiplied by 8, to bring the end 1969 value up to current values. This multiplier will be used for the whole of the period of the ICHEIC claims process

<b>East European Claims</b>		
<b>Step 1</b>	Exchange Rates. Convert the claims expressed in local currency to US dollars at the discounted exchange rates shown below;	
<b>Country</b>	<b>Currency</b>	<b>1 unit = US\$</b>
Bulgaria	Lev	US\$ 0.00863
Czechoslovakia:	Koruna	US\$ 0.024
Czechoslovakia: Sudetenland	Reichsmark	US\$ 0.2807
Hungary	Pengo	US\$ 0.1376
Poland	Zloty	US\$ 0.1323
Romania	Lei	US\$ 0.00509
Yugoslavia	Dinar	
<b>Step 2</b>	Multiply the dollar value by 10X.	
<b>Step 3</b>	Multiply step 2 value by 1.0587 - a factor representing the yield on long term US government bonds for 1999.	
<b>Step 4</b>	for offers made in the year 2000, an addition will be made to reflect interest during the year. This will be at the rate of so many twelfths of 6.6%, including the month in which the offer is made, plus two twelfths, (for example, an offer in June 2000 adds 8/12ths of 6.6% to the amount given in step 3)	

**SCHEDULE 3****Average Life Insurance Policy Sums Insured**

The table below shows the average sums insured for each market in 1938 (1937 for Czechoslovakia), in local currency.

Country	Average Sum Insured—Local Currency	
Austria	Sch.	1246
Belgium	BFr.	5250*
France	FFs.	20,744
Germany	RM.	841
Italy	L	9355
Netherlands	G	309*
Bulgaria	L	26,559
Czechoslovakia	Kcs	12,070
Hungary	P	827
Poland	Z	2425
Romania	L	15,192*
Yugoslavia	D	24,080

\* Figures are subject to review if more accurate information becomes available.

**SCHEDULE 4**

**Indices of bond yields and multipliers for UK, Switzerland & USA**

	UK: POUND STERLING			SWITZERLAND SWISS FRANCS			US DOLLARS		
	Bond Yields	Index	Multipliers	Bond Yields	Index	Multipliers	Bond Yields	Index	Multipliers
<b>1937</b>	3.28			3.41			2.41		
<b>1938</b>	3.38	100.0	78.8	3.24	100	11.2	2.26	100.00	29.3
<b>1939</b>	3.72	103.7	76.0	3.76	103.8	10.8	2.05	102.05	28.7
<b>1940</b>	3.4	107.2	73.5	4.06	108.0	10.3	2.26	104.36	28.1
<b>1941</b>	3.13	110.6	71.2	3.39	111.6	10.0	2.05	106.50	27.5
<b>1942</b>	3.03	114.0	69.1	3.15	115.1	9.7	2.46	109.12	26.8
<b>1943</b>	3.1	117.5	67.1	3.32	119.0	9.4	2.47	111.81	26.2
<b>1944</b>	3.14	121.2	65.0	3.27	122.9	9.1	2.48	114.58	25.6
<b>1945</b>	2.92	124.7	63.2	3.29	126.9	8.8	2.37	117.30	25.0
<b>1946</b>	2.6	128.0	61.6	3.1	130.8	8.5	2.19	119.87	24.4
<b>1947</b>	2.76	131.5	59.9	3.17	135.0	8.3	2.25	122.56	23.9
<b>1948</b>	3.21	135.7	58.1	3.42	139.6	8.0	2.44	125.56	23.3
<b>1949</b>	3.3	140.2	56.2	2.94	143.7	7.8	2.31	128.46	22.8
<b>1950</b>	3.55	145.2	54.3	2.67	147.5	7.6	2.32	131.44	22.3
<b>1951</b>	3.64	150.4	52.4	2.95	151.9	7.4	2.57	134.81	21.7
<b>1952</b>	4.26	156.9	50.2	2.84	156.2	7.2	2.68	138.43	21.2
<b>1953</b>	3.94	163.0	48.3	2.55	160.2	7.0	2.92	142.47	20.6
<b>1954</b>	3.55	168.8	46.7	2.62	164.4	6.8	2.52	146.06	20.1
<b>1955</b>	4.32	176.1	44.7	2.97	169.3	6.6	2.8	150.15	19.5
<b>1956</b>	5.16	185.2	42.5	3.12	174.6	6.4	3.06	154.74	18.9
<b>1957</b>	5.49	195.4	40.3	3.65	180.9	6.2	3.54	160.22	18.3
<b>1958</b>	5.48	206.1	38.2	3.19	186.7	6.0	3.48	165.80	17.7
<b>1959</b>	5.19	216.8	36.3	3.08	192.4	5.8	4.13	172.64	17.0
<b>1960</b>	5.77	229.3	34.4	3.09	198.4	5.6	4.06	179.65	16.3
<b>1989</b>	9.58	3656.5	2.2	5.2	729.5	1.5	8.5	1534.41	1.9
<b>1990</b>	11.08	4061.6	1.9	6.68	778.2	1.4	8.55	1665.60	1.8
<b>1991</b>	9.92	4464.5	1.8	6.35	827.6	1.3	7.86	1796.51	1.6
<b>1992</b>	9.12	4871.7	1.6	5.48	873.0	1.3	7.01	1922.45	1.5
<b>1993</b>	7.87	5255.1	1.5	4.05	908.3	1.2	5.82	2034.34	1.4
<b>1994</b>	8.05	5678.1	1.4	5.23	955.8	1.2	7.11	2178.98	1.3
<b>1995</b>	8.26	6147.1	1.3	3.73	991.5	1.1	6.58	2322.35	1.3
<b>1996</b>	8.1	6645.0	1.2	3.63	1027.5	1.1	6.44	2471.91	1.2
<b>1997</b>	7.09	7116.2	1.1	3.08	1059.1	1.1	6.35	2628.88	1.1
<b>1998</b>	5.45	7504.0	1.1	2.39	1084.5	1.0	5.26	2767.16	1.1
<b>1999</b>	5	7879.2	1.0	3.02	1117.2	1.0	5.87	2929.59	1.0