

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

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 NUMBER: [REDACTED]

BETWEEN

[REDACTED]

APPELLANT

AND

[REDACTED]

RESPONDENT

DECISION

[REDACTED] 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]. He was born on [REDACTED] 1929 in Ujpest, Hungary. He is the son of [REDACTED] ([REDACTED]) [REDACTED] nee [REDACTED] [REDACTED] who was on born on [REDACTED] 1890 in Budapest, Hungary. She died in Auschwitz in 1944.

2. The Respondent is [REDACTED] ([REDACTED]).
3. The Appellant submitted a claim form, dated 1st December 2003, to the International Commission on Holocaust Era Insurance Claims (ICHEIC) in which he claimed that his mother held a life insurance policy of which he was the beneficiary.
4. In its decision letter about the claim dated 12th May 2005 [REDACTED] informed that it had searched all available information based on the information provided by the Appellant but was not able to find an insurance contract.
5. With his Appeal dated 20th June 2005 against the decision of [REDACTED], the Appellant reiterates his believe that an insurance contract had been taken out but that documentation was lost due to World War II.
6. In response to the Appeal [REDACTED] reiterates its findings by letter of 30th August 2005, that it was not able to find any evidence confirming that an insurance contract had been taken out by the Appellant's mother.
7. In conformity with section 3.9 of the Appeal Guidelines (Annex E of the Agreement) and based upon the Appeals Panel's general decision in July 2004, this appeal was assigned to [REDACTED].

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 Decision is made there.

CONCLUSIONS OF LAW

8. With regard to insurance policies in the names of Appellant and his mother , the main issue for determination is whether the Appellant has met his 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 1st January 1920 and 8th 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.

9. 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.

The Appellant did not provide any circumstantial or other anecdotal evidence supporting the existence of life insurance policies. He has, therefore, not met his burden of proof and has not provided a sufficient basis upon which the Appeals Panel might conclude that [REDACTED], issued a policy to the Appellant’s mother.

IT IS THEREFORE HELD AND DECIDED:

The appeal is dismissed.

Dated this 1st day of December 2005

[REDACTED]