

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]

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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

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 [REDACTED], née [REDACTED], was born on [REDACTED] 1924 in Humpolec, Czechoslovakia. Her father [REDACTED] was born on [REDACTED] 1888, also in Humpolec. He was first deported to Theresienstadt in 1942 and died in October 1944 in Auschwitz.
2. The Respondent is [REDACTED] (“[REDACTED]”)

3. The Appellant submitted a claim form dated 14th July 2000 to the International Commission on Holocaust Era Insurance Claims (ICHEIC) in which she mentioned that her father had taken out an insurance policy with the company “[REDACTED]” [REDACTED] in Prague.
4. By letter dated 26th April 2005 [REDACTED] declined payment for insurance taken out with this company. It advised that [REDACTED] was founded in 1987. It stated that it had searched all relevant internal and external archives of its legal predecessor “[REDACTED]” ([REDACTED]) insurance, but that it was unable to find an insurance contract in the name of the Appellant’s father.

[REDACTED] enclosed a document that lists insurance companies that fall under the jurisdiction of the Austrian General Settlement Fund according to paragraph 18 of the Austrian law regarding the restitution fund (“Entschädigungsfondsgesetz”). Among them is “[REDACTED]” insurance in Vienna.

5. With her Appeal dated 1st August 2005 against [REDACTED]’s decision, the Appellant reiterated that her father had taken out an insurance policy with “[REDACTED]” Insurance and provided the policy-number [REDACTED]. She stated that this information was the only remaining evidence for the insurance policy because her family had been taken to concentration camps from December 1942 until the end of April 1945. She had never received compensation payments for her suffering and that of her family.
6. By letter of 28th September 2005, [REDACTED] confirmed its previous decision that it could not find any evidence indicating an insurance contract with the Appellant’s father.
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. The Appellant has claimed an insurance policy taken out with [REDACTED] (“[REDACTED]”) insurance in Prague. This company is neither identical with [REDACTED], which was founded in 1987 and is incorporated in Germany nor is [REDACTED] its predecessor in law. [REDACTED]’s predecessor was the German subsidiary of “[REDACTED]” which was a *separate* entity from the insurance company [REDACTED] “[REDACTED]” in Prague. It is accepted that [REDACTED] is responsible *only* for policies taken out with the German company “[REDACTED]”.
9. [REDACTED] has searched all available and relevant archives for an insurance contract with the Appellant’s father [REDACTED]. It searched internal archives also including those of “[REDACTED] ([REDACTED]) Insurance”. Furthermore, it searched public archives including those of the German restitution authorities. However, [REDACTED] was unable to find any evidence indicating an insurance contract with the Appellant’s father. There is

therefore no evidence, supporting a finding that an insurance policy was issued by the legal predecessor of [REDACTED].

10. However, there is no doubt that the Appellant's father was a Holocaust victim and that the Appellant would be entitled to the proceeds of any insurance policies as either a named beneficiary or heir.
11. In fairness to the Appellant, this case will be referred to the ICHEIC Claims team so that the matter may be processed in Austria by the General Settlement Fund, since [REDACTED] ("[REDACTED]") insurance in Prague was directed from Austria. If this processing is not deemed possible, it is recommended that the Appellant be considered eligible for a humanitarian payment under the relevant ICHEIC procedures pursuant to Section 8A2 of the Memorandum of Understanding.

IT IS THEREFORE HELD AND DECIDED:

The appeal is dismissed.

Dated this 23rd day of January 2006

[REDACTED]