

## THE APPEALS PANEL

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

---

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

Fax: ++ 44 (0) 207 269 7303

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

---

### PRIVILEGED AND CONFIDENTIAL

**APPEAL NUMBER:** [REDACTED]  
**CLAIM NUMBERS:** [REDACTED],  
[REDACTED] ([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] was born on [REDACTED] 1945 in Bulawayo, Matabeleland, now Zimbabwe.

2. The Respondent is [REDACTED] ([REDACTED]) as successor company to [REDACTED] ([REDACTED]) and [REDACTED] ([REDACTED]).
3. The Appellant submitted a claim form dated 16<sup>th</sup> September 2003 to the International Commission on Holocaust Era Insurance Claims (ICHEIC) claiming policies insuring the following relatives:
  - a) His father [REDACTED] who was born on [REDACTED] 1897 in Walsrode, Germany, and died on 17<sup>th</sup> November 1961 in Bulawayo, Zimbabwe.
  - b) His grandmother [REDACTED], née [REDACTED], who was born on [REDACTED] 1869 in Peckelsheim, Germany, and died on 20<sup>th</sup> January 1917 in Walsrode.
  - c) His great-aunt [REDACTED] who was born on [REDACTED] 1861 in Walsrode, Germany and died on 24<sup>th</sup> October 1927 in Walsrode.
  - d) His great-uncle [REDACTED] (also [REDACTED], [REDACTED] or [REDACTED]) who was born on [REDACTED] 1881 in Mannheim, Germany, and who perished in Auschwitz.

The Appellant stated that he had found his relatives' names on the ICHEIC website. He presumed that the policies were issued in Germany.

He named his sister, [REDACTED]; his cousins [REDACTED] and [REDACTED]; and his second cousins [REDACTED] and [REDACTED], [REDACTED], and [REDACTED] and [REDACTED], as further heirs.

4. The ICHEIC processed the claim under claim number [REDACTED] and submitted it for investigation to the Respondent and other companies that were active in the region prior to the Second World War.
5. During the course of processing, claim number [REDACTED] was reassigned GMC claim numbers [REDACTED] and [REDACTED].
6. [REDACTED] declined claim number [REDACTED] on 5<sup>th</sup> August 2005 stating that although it was only founded in 1987, it had searched its own archives and the archives of [REDACTED] for evidence of the persons listed in his claim. It concluded that:

*“Based on the information provided by you in the claim form and after our intensive research in all relevant internal and external archives the existence of an insurance policy taken out with [REDACTED] or [REDACTED] could not have been verified, even under the ‘Relaxed Standards of Proof’.”*
7. The Respondent issued an identical decision letter in respect of claim number [REDACTED] on 9<sup>th</sup> August 2005, stating that it had been unable to find any evidence of policies issued to the Appellant's relatives in the archives of [REDACTED]. It incorrectly referred to claim number [REDACTED] in this decision.
8. The Appellant appealed both decisions on 17<sup>th</sup> October 2005. He questioned why a payment was not applicable for the four policyholders, and how the ICHEIC came to identify [REDACTED] and [REDACTED], although the companies were not named in the claim form.

9. [REDACTED] responded to the appeal on 12<sup>th</sup> December 2005 stating:

*“From our point of view the claims had to be dismissed, because the claimant could not submit any documents, which could adequately prove the existence of an insurance policy with ‘[REDACTED]’ or ‘[REDACTED]’. Unfortunately we could not find any evidence of an insurance contract in our records in this case. Even under the relaxed standards of evidence the claims had to be rejected.”*

10. On 20<sup>th</sup> December 2005, the Appeals Office informed the parties that the appeal would be decided on a “documents only” basis unless it received a request for an oral hearing from either party within 14 days of receipt of the letter.
11. No request for an oral hearing was received from either party. The appeal proceeds on a “documents only” basis.
12. The appeal is governed by the Agreement concerning Holocaust Era Insurance Claims dated 16<sup>th</sup> October 2002 made by and among the Foundation “Remembrance, Responsibility and the Future”, the ICHEIC and the [REDACTED] and its Annexes, including, but not limited to Annex E, the Appeal Guidelines.

In conformity with Section 3.9 of the Appeal Guidelines (Annex E of the Agreement) and based upon the Appeals Panel’s general decision dated 6<sup>th</sup> July 2004 this appeal was assigned to [REDACTED].

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

#### **THE ISSUE FOR DETERMINATION**

13. Pursuant to Section 17.2 of the Appeal Guidelines (Annex E of the Agreement) a claim is only eligible for compensation where an Appellant can show, based on the Relaxed Standards of Proof, that it is plausible:
- 17.2.1 that the claim relates to a life insurance policy in force between 1<sup>st</sup> January 1920 and 8<sup>th</sup> May 1945, and issued by or belonging to a specific German company (as defined in the Glossary to this Agreement) and which has become due through death, maturity or surrender;
- 17.2.2 that the claimant is the person who was entitled to the proceeds of that policy upon the occurrence of the insured event, or is otherwise entitled in accordance with Section 2 (1)(d) of the Agreement and pursuant to the Succession Guidelines (Annex C); and
- 17.2.3 that either the policy beneficiary or the policyholder or the insured life, who is named in the claim was a Holocaust victim as defined in Section 14 of the Agreement.
14. 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 that a policy was issued by the company.

15. In this case, there is no doubt that the Appellant is eligible to bring this claim. He has provided biographical documentation establishing his familial relationships. It is also clear that the Appellant's family were Holocaust victims for the purposes of the Agreement. Therefore, the sole issue for determination relates to whether the Appellant has established that the Respondent's legal predecessors issued insurance policies to his relatives that were unpaid or not properly compensated.
16. On reviewing the evidence, [REDACTED] does not find that the Appellant has sufficiently discharged his burden in establishing that [REDACTED] or [REDACTED] issued policies of insurance to his relatives. He was unable to submit any form of documentary evidence, and based his claim chiefly on the fact that his relatives' names were listed on the ICHEIC website.
17. However, a listing on this website does not mean that a claimant is necessarily entitled to compensation within the ICHEIC framework. These lists were compiled from insurance companies, insurance associations, various public archives and other sources. Names included in the lists were those *most likely* to have held a life insurance policy of any kind during the relevant period (1920-1945) and who are thought *likely* to have suffered racial, religious or political persecution during the Holocaust. An entry on the list is not conclusive evidence that an individual was issued a policy of insurance by a specific company.
18. As the Respondent was unable to find any record of the Appellant's relatives in any external archives or the archives of [REDACTED], [REDACTED] or [REDACTED], [REDACTED] determines that its decision must be upheld. The appeal is dismissed.

**IT IS THEREFORE HELD AND DECIDED:**

The appeal is dismissed

Dated this 24<sup>th</sup> day of February 2006

---

[REDACTED]