

**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]

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

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**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], born on [REDACTED] 1929 in Essen (Germany). He is the son of [REDACTED] and [REDACTED], née [REDACTED]. [REDACTED] was born on [REDACTED] 1898 in Stommeln (now Pulheim, Germany) and died on 2<sup>nd</sup> April 1961 in Essen. [REDACTED] was born on [REDACTED] 1903 in Essen and died in July 1982 in Livermore, California (USA).

The Appellant's grandmother is [REDACTED], née [REDACTED]. She died around 1935 of natural causes.

The Appellants father was a businessman and a partner of "[REDACTED]", a shoe manufacturing business in Pirmasens (Germany) with a yearly turnover of around RM 1,000,000.00 to 1,250,000.00 during the years 1933 to 1937.

The [REDACTED] family fled from Germany in 1937 in view of increasing persecution by the German National Socialist Regime and emigrated to the Netherlands. As a consequence of [REDACTED]'s "illegal" emigration to the Netherlands, everything to do with the business, including financial documents, was confiscated by the Reich's financial administration. [REDACTED] was sentenced in absentia to 3½ years in prison, a fine of RM 116,000.00, and a compensation fine of RM 103,181.35 and costs.

The [REDACTED] family survived the Holocaust and stayed in the Netherlands until 1947. However, when Germany occupied Holland in May 1940 all the bank accounts and safety deposit boxes containing valuable papers (including at least 5 insurance policies) of the Appellant's father were confiscated. The Appellant's father lost two new businesses he had built up between 1937 and 1940 in the Netherlands ("*Toby*", a business manufacturing shoe accessories and "*Imperia*", a licensed import/export company).

The Appellant has a sister, Ms. [REDACTED]. She is his co-Claimant and represented by the Appellant.

2. The Respondent is The [REDACTED] Life Insurance Company ([REDACTED]).
3. The Appellant submitted an ICHEIC claim form dated 11<sup>th</sup> September 2003 to the International Commission on Holocaust Era Insurance Claims (ICHEIC), in which he claims that "[REDACTED]" issued policies of life insurance. In addition, the Appellant had submitted earlier claim forms issued by the Insurance Commissioner of the State of California which are date stamped "98 Jul 31".
4. The ICHEIC gave the claim filed on the ICHEIC claim form claim number [REDACTED]. This claim is the subject of the appeal.

The other claim was processed as an unnamed claim under claim number [REDACTED]. For this claim a humanitarian payment was awarded.

5. The ICHEIC submitted the claim to the Respondent In its decision letter dated 29<sup>th</sup> October 2004 [REDACTED] wrote: "*Based on the information provided by you in the claims-form and after the intensive research in relevant internal and external archives the existence of a life insurance policy taken out by [REDACTED] with [REDACTED] could not be established, even under the 'Relaxed Standards of Proof' of the Agreement. ... We are confident you will understand that under the given circumstances a claim has to be denied*".

6. The Appellant submitted an appeal to the Appeals Office dated 29<sup>th</sup> October 2004, which was accompanied by several attachments setting out the reasons for the appeal.
7. The Appeals Office received the appeal form on 25<sup>th</sup> November 2004 and mailed a copy to the Respondent.
8. [REDACTED] responded in a letter dated 20<sup>th</sup> December 2004 and requested the Appeals Panel for reasons it had set out before to dismiss the appeal writing "... *We are therefore still convinced that we denied this claim in accordance with the rules of the Agreement*" (for more details see paragraph 26).
9. On 5<sup>th</sup> January 2005 the Appeals Office informed both parties that the appeal will be decided on a "*documents only*" basis unless it received notification from either party requesting an oral hearing within 14 days of the date after receipt of this letter.
10. On 18<sup>th</sup> January 2004 the Appeals Office received a letter dated 11<sup>th</sup> January 2005 from the Appellant with a request for an oral hearing.
11. On 25<sup>th</sup> April 2005 it was decided that there would be an oral hearing by setting up a telephone conference call on 3<sup>rd</sup> May 2005 16.00 BST (8.00 PDST / 11.00 EDST / 17.00 CEST) and that the interview would be conducted in English. The Appeals Office informed both parties about this decision by letter dated 25<sup>th</sup> April 2005.
12. The oral hearing took place on 3<sup>rd</sup> May 2004. The participants in the hearing were the Arbitrator, the Appellant, and, on behalf of the Respondent, Ms. [REDACTED] and Mr. [REDACTED].
13. 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 CLAIM**

14. The Appellant has submitted the following information in relation to the claim for the proceeds of a life insurance policy in the claim form:
  - a) In section three, he identifies the company that issued the policy as "[REDACTED]". He states that it was purchased in Essen, Germany.
  - b) In section four, he states that he can provide documents or statements or other information to substantiate his claim. He adds: "*Both my father and my mother had cross-claims (i.e. [REDACTED] – [REDACTED] beneficiary) and ([REDACTED] – [REDACTED] beneficiary). Each policy was in the amount of Swiss Francs (SFR) 50,000 – this information was relayed to me personally on many occasions during the German occupation of Amsterdam (1940-1945), always: 'in case something happens to me! P.S. [REDACTED] claim is already filed!'*".

- c) In section five, he states that it was a life insurance policy. He provides the following details: *“Policy number: unknown; Currency: Swiss francs; Sum insured SFR 50,000; Date of issue: approx. 1935-1937; Date of maturity: unknown (probably death). Both parents are deceased”*. He is not aware of any payments resulting from the insurance policy. Regarding the premium, he states that it was weekly. He does not know how long premiums were paid and notes that his father was living in hiding during WW 2 (1940-1945). The Appellant believes premium payments continued in 1945. He also mentions that his mother died in 1982 in USA. Asked whether anyone has approached the insurance company about this policy, he writes: *“Unknown. Mother approached [REDACTED] in 1954 and 1957 and again in 1961 when father died [illegible May-April??? 1961]”*.
  - d) In sections six and seven, he names his mother, [REDACTED], as the policyholder. He is not aware of any other living heirs.
  - e) In section eight, he names his father, [REDACTED], as the beneficiary.
  - f) In section nine, when asked whether anyone has participated in a compensation/restitution procedure for this claim, the Appellant ticks two boxes: *“No”* and *“Don’t know”*. He adds: *“Beneficiary was deceased at time of policyholder’s death”. ... “[REDACTED] denied existence of policy! At that time, 1982, there was no scheme for appeals”*.
  - g) In section eleven, the Appellant states that the policyholder’s and beneficiary’s name appear in ICHEIC lists. He adds: *“All [REDACTED] family papers were confiscated by SS Hauptsturmführer aus der Funten of the Amsterdam Sicherheitsdienst (SD)”*. On the next page, he draws a family tree and notes: *“It is also possible that insurance policies were confiscated by the SA in 1937, in Pirmasens Germany! Possibly, but they could have been also smuggled to Holland! In that case, see my note on the previous page !”*.
15. The claim file also contains the following ICHEIC declarations of consent signed by [REDACTED] (relationship to Appellant in brackets):
- a) Policyholder and insured: [REDACTED] (mother). Beneficiary: [REDACTED] (father). Signed 11.09.2003.
  - b) Policyholder and insured: [REDACTED]. Signed 2.19.00.
  - c) Policyholder and insured: [REDACTED] (grandmother). Signed 2.19.00.
  - d) Policyholder and insured: [REDACTED]. Signed 2.19.00.
  - e) Policyholder and insured: [REDACTED]. Beneficiary: [REDACTED]. Signed 2.19.00.
  - f) Policyholder and insured: [REDACTED]. Signed 2.19.00.
  - g) Policyholder and insured: [REDACTED]. Beneficiary: [REDACTED]. Signed 2.19.00.
  - h) Policyholder and insured: [REDACTED]. Beneficiary: [REDACTED]. Signed 1.12.00.
  - i) Policyholder and insured: [REDACTED]. Beneficiary: [REDACTED]. Signed 1.12.00.
16. Further, the claim file contains copies of a holocaust survivor/insurance claims - data base form of the state of California stamped 31<sup>st</sup> July 1998. It provides the following additional information:
- a) The Appellant has a sister, Ms [REDACTED]. The Appellant states that he has power of attorney to represent his sister.
  - b) He names as insured person his father, [REDACTED]. He also names his grandmother, [REDACTED], as a separate insured person. He refers to a *“small life insurance policy (DM 25,000) with [REDACTED] with beneficiary [REDACTED]”*.

- c) The Appellant writes: “In February of 1937, my father (insured) and our family, executed a very sudden (overnight) flight from Germany. My father had been prepared for such action in view of increasing Nazi persecution in Pirmasens. We arrived in Amsterdam, Holland and lived there from 1937 until 1947 (including during German occupation of Holland 1940-1945). After 1937 and before German occupation, my father started two (2) new firms: 1. Toby – manufacturing of shoe accessories. 2. Imperia – licensed import/export Co. While in Germany my father operated a shoe factory 3. [REDACTED] – shoe manufacturing/distribution. The German business had a gross of (1933-1937) DM 1,250,000. ... Because of this flight, my father was sentenced in absentia on July 12, 1937 to 3½ years hard labor and a fine of DM 100,000. He was on the blacklist of the Gestapo offices throughout Germany and also on the “immediate arrest and confinement lists of the criminal police, “Sicherheitspolizei”, Gestapo and SS Sicherheitsdienst (SD)”. Therefore, when Germans occupied Holland (May 15, 1940) all his bank accounts, safety deposit boxes containing valuable papers including at LEAST 5 INSURANCE POLICIES were confiscated. After the war (from 1946 until 1957, possibly as late as 1960) my father with the help of my mother, continuously worked with Swiss bankers and [REDACTED], to try to determine the status of Swiss assets. During this period there was no reason to suspect that the Swiss had cashed all German Jewish policies and even deposit and had given them to the Reichsbank. (Excuse: 1938 Nazi law). Again after my father’s sudden death in 1961, there was no policy at [REDACTED] (no explanation)”.

He continues: “Known facts about the insurance policies: While we resided in Amsterdam, we were frequently visited (perhaps on average – 6 times a year) by SS Sicherheitsdienst (SD) officers from: a) SD Hq. Amsterdam, Euterpestraat (Aus-ter-funten office staff); b) SD Hq. The Hague, Binnehof 19 (Seyss-Inquart’s office staff); c) SS officers from the Theresienstadt KZ [concentration camp]. My father was then living in hiding with false ID papers. The charge (reason) for arresting [REDACTED] was simply “criminal offence by German Jew, who had taken monies, papers, jewellery and other valuables from Germany without permission (Nazi law)”. During the “visits” from a) and b) above a high ranking SD officer showed my mother a list of assets illegally smuggled to Holland. I was at that time 12 or 13 years old and fluent in German and I remember reading the charges along with my mother. They were: a) Illegal removal from the Bayerische Staats bank of DM 200,000. b) Illegal removal of 4 insurance policies issued by Swiss companies (feedback from their Swiss Nazi friends) as follows: 1) Paid-up life insurance (taken out sometime between 1927 and 1930) with a cash value of SF 50,000 (1942 SF). 2) Property insurance on the Pirmasens factory, SF 750,000 (1942 SF). Premiums paid in advance for approx. 3 years and later mailed in from Holland. 3) Property insurance on the Essen apartment – don’t remember the amount. 4) Property insurance for [REDACTED]’s home and acreage, SF 20,000 (1942 SF). 5) Jewellery (also insured, unknown) valued at DM 50,000. c) Monies, stock certificates and jewellery valued at approximately DM 20,000 taken by [REDACTED] in 1939 (perhaps also insured?). Confiscated by SS in Amsterdam, late 1941 or 1942. SS officer Otto Kempin deported her to Theresienstadt KZ. d) Property insurance on all assets of TOBY and IMPERIA (separate list, not taken from Germany, because they were procured with German funds (see a). I do not recall the value of these policies, but I believe they were small; probably on the order of Fl 10,000 (Dutch Guildens). Premiums also continued after confiscation. Important point: legally these Swiss policies (possibly one in France) should have paid out. ... All of these policies were seized by the bank of Lippman, Rosenthal & Co (Liro) and in the case of [REDACTED], given to the Reichsbank via the SS Sicherheitsdienst (SD). This list could be in existence at the Dutch “office of oorlogdokumentatie” ! All of these events are also under investigation by 1) Van Kemenada committee. 2) Kordes committee. 3)

Scholten committee. 1,2 and 3 are Dutch investigations, now in progress with interim reports due Autumn/end of 1998. ... I did not think about any of this, until I learned that Swiss insurance companies (especially [REDACTED]) admitted turning over cash values to the Reichsbank. This triggered many memories of discussions I had with my father in 1959 while visiting him in Amsterdam. Thereafter, finding German papers which my mother had kept I correlated these papers (mostly those submitted to the post-war German government) with known events. I am 100% “totally” convinced the Swiss insurance companies stole (gave to the Nazis) funds due my father and after my parents’ death – to me”. [a hand-written note referring to the list of assets states: “May not be correct to the penny! First seen in 1942 (55 years ago) and again discussed in detail in 1959 (39 years ago)”].

- d) On a separate sheet, he writes: “Immediately following the 1933 power-grab (Nazi *Machtergreifung*) all Jewish assets personal property, business property, life insurance, property insurance, safe-deposit boxes, stocks, bonds etc., were at great risk! Therefore, my father cancelled all paper assets in Germany and transferred (purchased) all life insurance ([REDACTED]) to Switzerland and purchased business/personal property insurance in Switzerland, France and Holland. ... The orders ... were to freeze and confiscate all assets immediately starting May 16<sup>th</sup>, 1940. All policies, bank accounts, cash, jewellery, etc., were confiscated and turned over to a bank designated by the Germans in Amsterdam. ... In view of confiscations in Germany and Holland, (I being 10 years old at the time,) never saw the actual policies. ... However, ... there is substantial evidence that some policies were taken by the SS on specific order of the Cologne Gestapo office ... managed by a Gestapo chief named Pitz”.
- e) On a separate sheet, he writes: “During the period of May 1940 to May 1945, (years of occupation) there were constant non-periodic ‘surprise raids’ primarily conducted by the SS *Sicherheitsdienst* (SD) out of the Amsterdam Headquarters located in the *Euterpestraat*. Because it was a criminal offense (Nazi law) for a Jew to remove any assets from Germany, the Gestapo office in Köln (Cologne) turned over to the SD for confiscation, a listing of assets which my father had removed from Germany as well as a listing of assets confiscated in Germany. This listing was shown to my mother (I was then 13 and present) by SS officers on the staff of Dr. Seyss-Inquart (Reichs-commissioner for the Dutch occupied territory). ... My mother was told at that time that the Reichsbank (via SS) had collected the following assets: 1) SF 50,000 from a life insurance policy held by [issued by ?] [REDACTED] in Switzerland. 2) SF 750,000 from German factory insurance [...] from either a French, Dutch or Swiss company (the names were mentioned but I cannot recall (it was 55 years ago). 3) Some mention, I believe, of Dutch life insurance and questions about Toby and Imperia insurance. 4. Property insurance related to the house at Dorfstrasse 50, Stommeln .... The names of the SS officers were *Mitläufer* and *Spitzel* [these two names merit comment as they literally mean “companion/collaborator” and “spy/informer”. Perhaps they were nicknames invented for the SS/SD officers by someone close to the Appellant, which he then mistook for their real names ?] and they were on the staff of Dr. Arthur Seyss-Inquart at *Binnehof 19 the Hague, Holland*”.
- f) The Appellant provides four pages of information giving an overview of the restitution of legal rights in the Netherlands after the war. The Appellant has underlined the section stating: “All Jews had to hand over their assets to the Bank of Lippmann, Rosenthal & Co (Liro) in *Sarphatistraat*, Amsterdam, In accordance with two ordinances: one ... concerning financial assets of all kinds, including insurance policies, and the other ... concerning tangible assets of every kind”. The Appellant has noted: “Believe this is where insurance policies ended up! There may be records – Dutch investigations on-going, with reports due end of 1998!” The Appellant marked a

second copy of this document later in the file as being a page from an official Dutch government publication.

- g) The Appellant provides information on “*attempts to retrieve*”. He writes: “*My late mother, [REDACTED] travelled to Europe (1954 to 1961) intermittently to help my father who was extremely busy with German claims and rebuilding the business in Primasens. Therefore, my mother travelled extensively (including a trip to East Germany) to visit the various banks and insurance companies who had ‘lost’ our assets. She had a good friend in Zurich (bank manager) who had connections with Berner Kantonal, Michelis Bank and [REDACTED]. I have only his signature on correspondence. No one in Switzerland, including [REDACTED], Berner, Michelis, Lloyds Bank or the Swiss banker’s association will give me his whereabouts (I don’t even know if this man is alive!). I have attached copies of my mother’s passports (2) visas which include several trips to Switzerland, including Basel*”.

The Appellant also submitted a “*European insurance policy claim form*” dated “01/25/99”. This contains much of the same material as the State of California form. A sheet marked “*Information for Section 9, other information*” states: “*These documents were issued by the President of the German government (west only) stating: “We recognise that [REDACTED] was a victim of the Nazi regime and that we have classified him as: persecuted by the Nazi regime, for racial, religious and political reasons”. ... It must be noted that the German government (post-war West) did not accept Swiss insurance claims – their policy was that this was a Swiss responsibility as well as a conspiracy between WW II Swiss Nazis and the Reichsbank*”.

17. The Appellant submitted various identification documents, birth, death, and marriage certificates. Among the identification documents is a copy of his late mother’s passport bearing many stamps indicating extensive travel in Europe (e.g. Switzerland, Holland) in the 1950s and 60s. The Appellant states that the visas reflect retrieval efforts for [REDACTED]’s insurance.
18. Further, the appellant submitted copies of many documents. Partly, these documents prove what the Appellant states about his father’s business activities and the losses suffered by confiscation (letter from “*Bayerische Staatsbank*” in Pirmasens dated 28<sup>th</sup> October 1953 giving information about the deposits made to the bank account of “[REDACTED]”; a list of property belonging to the firm “[REDACTED]”, Pirmasens dated 16<sup>th</sup> February 1937; two pages from a book referring to the [REDACTED] family in Stommeln; a sworn statement made by Peter Kamphorst dated 4<sup>th</sup> November 1957 confirming that leather goods from [REDACTED]’s “*Imperia*” business were shipped from Amsterdam, The Netherlands, to Duisburg, Germany; four letters from the archives of the “*OFD*” (“*Oberfinanzdirektion*”, the chief finance authority) in Cologne written by the Gestapo (“*Geheime Staatspolizei*”, the Secret State Police) and ministries in Berlin regarding registration and confiscation of Jewish property in general; an unsigned and undated affidavit in the name of Liesel Tappen, secretary in the firm of “[REDACTED]” confirming that due to racial harassment the firm was seized; another unsigned and undated affidavit in the name of Liesel Tappen confirming that the yearly turnover of the firm was around RM 1,000,000.00 and reached RM 1,250,000.00 in one year; a blank cheque to be drawn on the account of [REDACTED] issued by Michelis Bank in Zurich and bank envelopes for deposit at Michelis Bank; a two-page document recounting how the author’s business in Pirmasens was subject to persecution from the Nazis in 1933 and how they were forced to leave Germany; a letter to [REDACTED] from the World Jewish Restitution Organisation stating that his application for a grant from the Swiss fund for needy victims of the Holocaust/Shoa has been approved and that a cheque for US\$ 502.00 is enclosed).

The following documents concerning German restitution/compensation procedures were submitted:

- a) A letter dated 24<sup>th</sup> April 1958 to the compensation office at the regional court in Duisburg, Germany, from Carl Georg Ramacher, on behalf of [REDACTED]. It concerns a compensation application for [REDACTED] for his property confiscated in the Netherlands by the German National Socialists.
- b) A partial ruling dated 29<sup>th</sup> July 1955 by the district president in Cologne granting [REDACTED] a BEG loan of DM 30,000 to rebuild his business/life. This document confirms details provided by the Appellant about his family's escape to Amsterdam, his father's conviction "*in absentia*" for crimes involving currency, the level of turnover of his company.
- c) An enclosure from a letter written by [REDACTED] on 16<sup>th</sup> September 1954 re his application for compensation. It gives details of his jointly owned business "[REDACTED]". It states that as a consequence of his illegal emigration to the Netherlands, everything to do with the business, including financial documents, was confiscated by the Reich's financial administration. It relates how [REDACTED] was sentenced to 3½ years in prison.

Further correspondence from the claim file is:

- d) A letter dated 6<sup>th</sup> December 1999 from [REDACTED] to the California dept. of A insurance. It states: "*Approximately 1939, my father, who had a life insurance policy with [REDACTED] (S, F. 50000 face value-paid up) was told by [REDACTED] that this policy was non-existent. Therefore, my father obtained a life insurance policy in Amsterdam of FL 30,000*".
  - e) An Application to the Dutch organisation for Jewish war claims (Centraal Meldpunt Joodse Oorlogsclaims – Central Registration Office for Jewish Claims for War Damage) filled out by [REDACTED] in which he mentions property insurance for the firms TOBY and IMPERIA and a life insurance policy. (This is not dated but is evidently later than 10<sup>th</sup> January 1999).
  - f) A cover letter by the Appellant to ICHEIC dated 19<sup>th</sup> September 2003 to accompany his ICHEIC claim form for his mother [REDACTED] reiterating details found elsewhere about his claim.
19. The Appellant sets out the reasons for her appeal as follows: "*See attachments: A, B, C, D, E and F, G and H. A) Restatement and additional information stating my believe that this claim is wrongfully decided, at least by the [REDACTED] B) Supporting documentation – events in Pirmasens, Germany. C) Copy of the Zweibrücken Court! Supporting documentation. D) Various correspondence from the ICHEIC. E) Letter form [REDACTED]. Dated 19 October 2004. F) Letter from [REDACTED]. Dated 29 October 2004. How can [REDACTED] of Basel, formerly '[REDACTED]' do a thorough investigation in just 8 days???? (See E and F). I know, absolutely, that '[REDACTED]' gave the proceeds of my father's policy to the Gestapo. (See attachment A for details). G) Amsterdam Insurance theft by Lippman & Rosenthal. H) Recent ICHEIC list*".
20. Attached were the following documents:
- a) An affidavit signed by the Appellant and stamped and dated 9<sup>th</sup> November 2004 by the notary public – California. It states: "*I [REDACTED], hereby attest to the authenticity of the documents attached to the ICHEIC Appeals Form, identified as Attachments A,*



*B, C, D, E, F, G and H. I further attest to the accuracy and truthfulness of the events described in Attachment A, specifically the discussions between the Gestapo and the SS/SD officers and my mother [REDACTED]. I was 14 years old at the time and understood German because it was my native language at that time I specifically remember these officers (named in Attachment A) discussing having confiscated at [REDACTED] all policies belonging to [REDACTED] and [REDACTED]”.*

- b) Attachment A, a letter [REDACTED] to the Appeals Office dated 11<sup>th</sup> October 2004. It states: *“My father was a business man, and operated a shoe manufacturing and distribution concern in Pirmasens, Germany. After the 1933 Nazi power grab, my father was increasingly pressured and blackmailed, as well as threatened by the SA. Under these circumstances, my father obtained life insurance policies (paid) for himself and his wife, [REDACTED], with each policy in the amount of SFR 50000 from the then [REDACTED]. In late 1936, my father was informed by a business associate (see attachment B) that our entire family was on a list, and was to be arrested shortly by the Gestapo and confined to Sachsenhausen KZ. In view of this, my father transferred his bank deposits to Switzerland (RM 234,000), and we executed an overnight flight to Holland, where we lived as refugees throughout the German occupation (1940-45) at Leonardostraat 6, Amsterdam zuid, Holland. We remained there until 1947. Because of this flight, and removing assets from Germany, which was a crime under Nazi law, my father was convicted in absentia by the “Grossen Strafkammer” in Zweibrücken, Germany, and sentenced to 3.5 years, and fined 220000 RM. (See attachment C). He was placed on the Gestapo/SD blacklist, as a Jewish criminal. In 1940, the German Army occupied Amsterdam and remained there until 1945 when we were liberated by the Canadian Army. After the War, the Swiss insurance disappeared mysteriously. I know exactly what happened to these policies, and will now proceed to inform you how!!! The occupation and constant ‘visits’ from Gestapo, SS/SD My mother ... was a German Arian woman, and her father, [REDACTED], an astrologer with connections in Berlin sent to her many papers, and thus, we were allowed to stay in Holland. However, we were constantly harassed by surprise visits from the SS/SD, and on one occasion from the Gestapo, and SS officers on the staff of Dr. Arthur Seyss-Inquart. The purpose of these visits was always the same: a) Recover all Swiss Bank transfers b) Recover all Swiss and Dutch insurance policies c) Arrest and return to Zweibrücken, [REDACTED], who was at that time living in hiding (underground). I know the names of the Gestapo officers who recovered the insurance funds from [REDACTED] ... because I was present when they informed my mother of this fact, as part of an effort to recover my father’s bank account in Switzerland. They were I.V. gez Wolter and Reg. Inspector Solbach, attached to “Geheime Staatspolizeistelle, Köln”, No II B 4287/38. (There may be files/archives) I was 14 years old at the time, and I overheard representatives (SS/SD) from Seyss-Inquart’s office speak about this several times. The SS/SD officers names were Mitläufer and Spitzel [see remark above in paragraph 16e)]. SS/SD Hauptsturmführer Aus der Funten, chief of the Amsterdam SD, was also present. They were particularly interested in my father’s accounts in Switzerland. I spoke fluent German, and I remember the entire discussion. The Swiss Insurance Money came up several times, as well as [REDACTED], which had as they explained turned over these funds, using NAZI criminal laws as an excuse. I have previously filed claims with the ICHEIC (see attachment D) and much to my surprise, on Oct. 19, the [REDACTED] Co. of Basel sent me a letter stating that they had been notified by ICHEIC of my claim and that I should be patient, because they were going to conduct a thorough investigation. They did this in 9 days! On October 29, I received a second letter referring me to the [REDACTED]. So much for their investigation (see attachments E and F). They ([REDACTED]) I take it are the former [REDACTED], and they are telling me, that they are going to investigate themselves. I find this hard to believe. All of these attachments are included with the appeals form. I have also attached a letter which I received from Holland, stating that a life insurance policy in the name of*

*[REDACTED], residing at Leonardostraat 6, was taken from our safe deposit box in Amsterdam (I do not know the name of the bank). This was given to the robber bank of Lippman & Rosenthal. If you examine this document, it states the surrender value, THIS IS A FALSE STATEMENT and is being challenged by me. I believe you may have it already. Although this has no bearing on the [REDACTED] policies, it does confirm that they broke into my fathers safe deposit box, and took out all of the documents. That is probably when they found out about the Swiss insurance. All of these events occurred in 1944 about the same time we were visited by the people I named in this letter Attachment A (Dutch letter is attachment g). It is my firm belief, that [REDACTED] (now [REDACTED]) collaborated with the Köln Gestapo office, and turned over the funds to them, and subsequently to the Reichsbank. I am submitting this appeal form, and believe you should reconsider and inform [REDACTED] ([REDACTED]) that they have a responsibility to refund these funds with interest”.*

- c) Attachment B, a two-page description of Nazi oppression in Pirmasens, particularly in the area of business.
- d) Attachment C, a written indictment dated 7<sup>th</sup> September 1937 by the main criminal chamber of the regional court of Zweibrücken against [REDACTED], Ernst Höflich and Alex Süsser. It states that [REDACTED], living abroad, is suspected of removing funds to foreign soil without the permission of the requisite authorities and of failing to pay tax for moving abroad.
- e) Subpoena to [REDACTED] dated 27<sup>th</sup> November 1937 stating that criminal proceedings on a number of charges would take place at the regional court of Zweibrücken on 7<sup>th</sup> December 1937.
- f) Letter dated 8<sup>th</sup> December 1937 from the solicitor Richard Brügel to [REDACTED] informing her that a case against her son had been brought before the criminal chamber on the previous day. The outcome was a prison sentence of 3 years 6 months and a fine of RM 116,000 and a compensation fine of RM 103,181.35 and costs.
- g) Attachment D, standard letters from the ICHEIC. One of these letters is a letter dated 24<sup>th</sup> January 2003. In this letter the ICHEIC informed the Appellant that his claim “*can now be processed further under an agreement reached between the ... ICHEIC, the ... Foundation and the ... [REDACTED]*” and that “*we [i.e. the ICHEIC] have now send your claim to the [REDACTED] and it will be passed to public authorities and the German insurance companies for further investigation*”. From an entry on ICHEIC’s database it can be seen that [REDACTED] asked the ICHEIC to send the details of this claim on 13<sup>th</sup> September 2004.
- h) Attachment E, a letter from [REDACTED] dated 21<sup>st</sup> October 2004 stating that it has received his ICHEIC claim form and that it would investigate his claim.
- i) Attachment F, [REDACTED]’s decision letter dated 29<sup>th</sup> October 2004 (see paragraph 5).
- j) Attachment G, a letter dated 23<sup>rd</sup> September 2003 from “*Stichting Individuele Verzekeringsaanspraken Sjoa*” (the Shoa Foundation) to the Appellant. It states: “*Information about an insurance policy has come up in the archives of the Foundation for Dutch Jewish Welfare ... about a policy on the name of [REDACTED], Leonardostraat 6 in Amsterdam. This policy, number [REDACTED] was with insurance company [REDACTED]. The policy was surrendered on July 7, 1944 to the German Looting Bank Lippmann, Rosenthal & Co. (Liro) for f 41.64. (See copy). The only information [REDACTED] (successor to [REDACTED]) has is that the policy was*

surrendered to Liro in 1944. This must be your father ...”. The Appellant has noted: “How could they compute the surrender value when the only info they had that the policy was stolen by Liro??”.

- k) Attachment H, a printout of ICHEIC website list showing entries for [REDACTED], Germany, [REDACTED], Germany, and [REDACTED], Bielefeld, Germany.
21. In response to the Company’s letter of 20<sup>th</sup> December 2004, the Appellant wrote to the Appeals Office on 25<sup>th</sup> December 2004: *“The attached letter from [REDACTED] Insurance Co., dated Dec 20<sup>th</sup> 2004, contains no surprise to me. It is the same phoney story they gave my mother, [REDACTED], in 1961, when she visited their offices to collect my father’s insurance policy proceeds. There were no records then, and there are no records now. They were shredded to cover up their collaboration with the Nazis. If you have the copy of my file, which I sent to Schiphol, you will note that I was present when SS officers from the staff of Dr. Seyss-Inquart’s office in The Hague told my mother, that insurance policies were confiscated by them at [REDACTED]. The people who sent to you this latest denial were not even around in those days. I have given you my sworn affidavit. I personally overheard these discussion. And I will stake my credibility against that of a Swiss Insurance Co., that collaborated with the Germans and shredded the records to cover their tracks”.*
22. In a letter dated 15<sup>th</sup> January 2005, the Appellant recounts his family’s experiences in the period 1933-1947. He also refers to two [REDACTED] policies and one with [REDACTED]. He states: *“Between 1933 and 1937, in view of the potential danger resulting from Nazi actions, my father purchased at [REDACTED] two policies, one for [REDACTED] and one for [REDACTED], in the amount of SFR 50,000.00 each. These were fully paid up policies, with myself as heir in case something should happen to them. Late 1936, my father was informed by a business associate that his name appeared on a list of Jews to be confined to a concentration camp. Based on this information, my father decided to leave Germany for Switzerland, and transferred 435,000 marks from his account at the Bayerische Staatsbank to Switzerland via the Dresdner Bk. It was done to establish a means in Switzerland, which would be helpful in seeking asylum. Not good enough. The Köln Gestapo office was notified of the transfer almost immediately. It was a criminal offense for a German Jew to transfer assets to a foreign country. [...] For this, we were held in Switzerland for a few hours, and then promptly returned to Germany. Since we were not immediately arrested, my father exercised an overnight flight to Holland, where we entered as Jewish refugees, and lived in Amsterdam from 1937-47. It was during these years that everything my father owned, including insurance policies were confiscated by the SA, SS, SD and Köln Gestapo”.* He then lists exhibits/evidence/documentation – Germany which are:
- a) Exhibit 2, an unsigned and undated letter to Mrs [REDACTED] stating that the author’s cousin, Hans Joachim Dufay, mentioned at a meeting in 1938 that, as part of his duty as SA Sturmbannführer had seized around 15,000 pairs of shoes from the firm “Bärow”.
- b) Exhibit 3, an (illegibly) signed statement dated 21<sup>st</sup> April 1960. The name Albert Neumann appears at the top of the page. It refers to his business dealings worth significant sums with the firm “[REDACTED]” in Pirmasens and mentions that after the owners had fled he was offered a lot of merchandise, which he declined because it was known that they had left the Reich illegally.
- c) Exhibit 4, lists of property for the firm [REDACTED] and two unsigned and undated affidavits made out in the name of Mrs Liesel Tappen,
- d) Exhibits 1 (Attachments A, B, and C of the ICHEIC Appeal Form), 5 (Zweibrücken court documents and warrant for [REDACTED]) and 6 (“Brügel (Nazi lawyer)

*blackmail letter to my grandmother*”) are missing but were previously submitted with the appeal form [see paragraph 20 b) – f)].

23. He continues in the same letter of 15<sup>th</sup> January 2005: “1937-47 Amsterdam, Holland: ... Just after arriving in Amsterdam, my father took out a life insurance policy with [REDACTED]. Reason for this coverage was that he could get no information re his policies in Switzerland. They did no longer exist??? [...] In 1943, the chief of the SS/SD in Amsterdam, a Mr. Aus der Funten contacted my mother to arrange a conference with two SS/SD officers from Dr Arthur Seyss-Inquart’s office in the Hague. IT WAS DURING THIS MEETING, WHICH TOOK PLACE IN OUR LIVING ROOM (AND I OVERHEARD EACH WORD) THAT AUS DER FUNTEN TOLD MY MOTHER THAT TWO INSURANCE POLICIES AT [REDACTED] AND ONE POLICY AT [REDACTED] HAD BEEN CONFISCATED AND CASHED, WITH THE PROCEEDS TURNED OVER TO THE REICHSBANK MELMER ACCOUNT. But the purpose of the meeting was not to discuss life insurance. The real purpose as stated to my mother was to locate the Swiss bank accounts and SD boxes which the Köln Gestapo had identified as existing, but lacking details. The Gestapo people were a Mr Solbach and Wolter, and they were located at the ‘Geheime Staatspolizei Stelle No. II B 4287/38 in Köln, Germany. They specifically mentioned a safe box containing 87,000 British Pounds, and documentation for two bank accounts, one for DM 435,000, the other unknown to me. The ICHEIC gave this information to [REDACTED] and [REDACTED] and the Swiss banks, AND NOBODY EVER CHECKED THESE FACTS, NOT THEN (1947, 1954 AND 1961 WHEN MY FATHER DIED IN ESSEN). AND NOW THEY ARE ALL SAYING THERE WAS NOTHING. SHREDDED AND HIDDEN FILES!!! THAT’S ALL. And the ICHEIC also has done absolutely nothing except to re-assign No’s and to shuffle claims from one agency to another. CRT, Germany, Schiphol and now London”. He lists exhibits/evidence/documentation – Holland:

- a) “Sworn and notarised affidavit from Peter Kamphorst, SD collaborator” (see paragraph 18).
- b) “SS/SD conference witnesses and estimates of losses” regarding [REDACTED]’s firm “Imperia” in Amsterdam. A statement in the name of Max Wartensleben (not signed) bears witness to fact that in August 1943 he was present in the house of Mr [REDACTED] in Amsterdam when SD officers (one German, two Dutchmen) carried out a robbery of leather and other goods. The costs are listed at Fl. 26,370. A hand-written note states that this is a photocopy from the file of the compensation office at the regional court of Duisburg. It is dated 20<sup>th</sup> March 1967.

The Appellant also encloses

- c) A newspaper article about Christoph Meili, a security guard who was fired from his job at a Swiss bank after rescuing Holocaust-era documents that were about to be shredded.
  - d) A further copy of the letter from the Bayerische Staatsbank in Pirmasens to [REDACTED] dated 28<sup>th</sup> October 1953 (see paragraph 18).
24. The Appellant wrote to the Appeals Office again on 25<sup>th</sup> January 2005. He enclosed the following documentation:
- a) Further copies of the documents described above in paragraphs 23 a) and b). As to these documents the Appellant notes in his cover letter of 25<sup>th</sup> January 2005: “It was during this visit that SS Hauptsturmführer Aus der Funten told my mother that the Köln Gestapo (through their agents) had confiscated two insurance policies at [REDACTED] and that they knew there were Bank Deposits in Switzerland. They

received this information from the Bayerische Staatsbank and the Dresdner Bank. They were after an account No.”.

- b) A further copy of “attachment G” to the appeals from [see paragraph 20 j)]. He writes in his cover letter as to this document: *“This document shows without a doubt that the SS had the capability to confiscate my father’s safe deposit box and removed all documents and turned over to the “robber bank” of Lippmann & Rosenthal my father’s Dutch Insurance policy. As I previously told you, my father took out Swiss insurance at [REDACTED] in view of the prevailing circumstances in Pirmasens. The objective of transferring assets to Switzerland were obvious and primarily accomplished to establish an escape route. It was commonly known in the Jewish community that we would have a better chance of receiving asylum in Switzerland if it could be shown that we were self-sufficient”.*
  - c) A letter dated 10<sup>th</sup> February 2003 from the Claims Conference to [REDACTED] informing him that he has been approved for payment as a member of the refugee class in Holocaust Victim Assets Litigation (Swiss Bank Settlement). He had claimed for denial of entry or expulsion from Switzerland. He is awarded US\$ 3,625. The Appellant writes in his cover letter: *“This document is probably one of the most significant. It shows that I was paid \$ 3,625.00 as compensation for being detained for 5 hours in Switzerland, and thereafter returned to Germany. While our family was held by the Swiss border police, my father pleaded with the officer in charge to verify his Swiss holdings, which included two SFR 50,000 policies for [REDACTED] and [REDACTED]. The officer in charge told him that this kind of information was generally not given out by the institutions, but since his case was classified (Gestapo) as “criminal” he could obtain same. My father gave him the information, and he contacted Berner Kantonal Bank and [REDACTED]. When he returned he told my father that these institutions had indeed verified that there were assets as described, but the assets were ‘frozen’ because [REDACTED] was a ‘criminal flight case!’ I overheard every word, and remember it as clearly as if it had occurred a week ago. I was 7 years old, and spoke fluent German. And in order to receive the \$ 3,625.00 one had to be listed on the border police list of detainees. This proves that I was there! What I did not know is that after 1933 the Swiss produced a law which stated that no Jewish refugees were to be allowed in. (‘They were all Nazi sympathizers. The banks and insurance co’s were returning funds to the Reichsbank!.) These events took place a long time ago, and I wish to make it clear that the above statement does not in any way apply to the legitimate financial institutions and their employees of today. They are not responsible”.*
  - d) Another copy of a document confirming Holocaust survivor payment of US\$ 502.00 from the Swiss Fund for Needy Victims of the Holocaust/Shoa (see paragraph 18 at the beginning).
  - e) Three pages of email exchanges between [REDACTED] and the USHMM (the US Holocaust Memorial Museum) establishing [REDACTED]’s entry in the Holocaust survivor registry.
  - f) Printouts of ICHEIC website list indicating names [REDACTED] and [REDACTED] (x2).
25. In the oral hearing the Appellant gave a brief summary about blackmailing Jewish business after 1933 and set out that his father regarded three neutral countries (Sweden, The Netherlands and Switzerland) as “safe”. Therefore, he took out insurance policies in Switzerland. On request and after having been made aware that he stated in the claim forms that the policies were taken out in Essen, Germany [see paragraph 14a)] he modified this

statement saying that he cannot remember exactly after more than 60 years. He continued to describe how his father returned to Germany after 1947 to re-start his business. Finally he gave a summary about the loss of the insurance policies stating that he knows for sure that these insurance policies issued by [REDACTED] existed and were stored in a safe deposit at an Amsterdam Bank, however, the National Socialist opened this deposit and took away the policies. Asked whether there are documents issued by [REDACTED] in the 1950's and 1960's when his mother tried to cash the proceeds of the alleged policies, the Appellant answered that he is not in the possession of any such documents.

## **THE INVESTIGATION AND DECISION BY THE RESPONDENT**

26. [REDACTED] declined the claim for the reasons given in its decision letter dated 29<sup>th</sup> October 2004 (see paragraph 5).
27. In its letter dated 20<sup>th</sup> December 2004 written in response to the appeal (see paragraph 8) [REDACTED] stated: *““1. None of our archives contain any reference regarding a life insurance policy in the name of [REDACTED]. The search in the external archives did not show any results. 2. The documents provided by the Claimant do not contain any information about a policy of [REDACTED]. 3. As the Claimant has not produced any conclusive information in his appeal we are still of the opinion that based on the presently available information the existence of a life insurance policy taken out by [REDACTED] with [REDACTED] could not be established, even under the Relaxed Standards of Proof of the Agreement....”*
28. In the oral hearing [REDACTED]'s representatives pointed out that they could only make the decisions on insurance claims on the basis of the available documents. They pointed out that research in internal and external archives and in its databases had not led to any results. They also highlighted that in the written evidence of third parties (e.g. statement from the secretary Liesel Tappen) or in BEG-documentation which the Appellant had submitted no life insurance policies issued by [REDACTED] are mentioned.

## **THE ISSUES FOR DETERMINATION**

29. The main issue for determination in this appeal is whether the Appellant has met the 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 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.

30. 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.
31. There is no doubt that the members of the [REDACTED] family living at that time were Holocaust victims and that the Appellant and his sister as heirs of their parents could be entitled to a payment based on the Agreement.
32. However, it is concluded that the Appellant did not meet his burden of proof that [REDACTED] issued insurance policies to his parents or to his grandmother. Although the Appellant provides much detailed information, including written evidence which confirms that his father had to give up his German business in Pimasens because of persecution by the National Socialists, that he succeeded in transferring a considerable amount of money, funds and business-claims out of reach of the National Socialist regime, that the contents of the bank safe deposits in Amsterdam were confiscated by the SS/SD and, that his parents and especially his mother tried to receive restitution or compensation for lost assets after the war, his specific information on the insurance policies at issue is not corroborated by any written evidence (such as letters or statements from third parties) to support his recollection of the existence of life insurance policies issued by [REDACTED].
- a) His recollection as to such policies is partly contradictory and inconsistent. In his claim form he states that the policies were purchased in Essen, Germany. In his written submissions he states: *“Immediately following the 1933 power-grab (Nazi Machtergreifung) all Jewish assets personal property, business property, life insurance, property insurance, safe-deposit boxes, stocks, bonds etc., were at great risk! Therefore, my father cancelled all paper assets in Germany and transferred (purchased) all life insurance ([REDACTED]) to Switzerland and purchased business/personal property insurance in Switzerland, France and Holland...”* [see paragraph 16 d)]. Also in the oral hearing he stated that the insurance policies were taken out in Switzerland but, finally, he modified this statement saying that he is not very sure about the place of purchase. Another contradictory statement in the claim form is that he believes that premium payment *“continued in 1945”* [see paragraph 14 c)]. This statement is also made in his written submissions [*“Premiums also continued after confiscation”*, see paragraph 16c); *“After the War* [emphasis added], *the Swiss insurance disappeared mysteriously”*, see paragraph 20 b)]. Premiums would not have been paid after 1945 if the policies, as asserted by the Appellant, had been confiscated or otherwise taken away during the Holocaust Era, and policies confiscated during the Holocaust Era could not “disappear” after the war. He also admits that he never physically saw any insurance policy issued by [REDACTED] [*“In view of confiscations in Germany and Holland, (I being 10 years old at the time,) never saw the actual policies”*, see paragraph 16 d)].
- b) On the other hand it is noted that the Appellant made many statements in his written submissions pointing out that he knew that [REDACTED] had issued insurance policies to his parents, and also witnessed his mother and members of the SS/SD talking about insurance policies issued by [REDACTED] [*“After the 1933 Nazi power grab, my father was increasingly pressured and blackmailed, as well as threatened by the SA. Under these circumstances, my father obtained life insurance policies (paid) for himself and his wife, [REDACTED], with each policy in the amount of SFR 50,000 from the then [REDACTED]”*, see paragraph 20 b)]; *During the “visits” ... a high ranking SD officer showed my mother a list of assets illegally smuggled to Holland. I was at that*

time 12 or 13 years old and fluent in German and I remember reading the charges along with my mother. They were: a) ... b) Illegal removal of 4 insurance policies issued by Swiss companies (feedback from their Swiss Nazi friends) as follows: 1) Paid-up life insurance (taken out sometime between 1927 and 1930) with a cash value of SF 50,000 (1942 SF). 2) Property insurance on the Pirmasens factory, SF 750,000 (1942 SF). Premiums paid in advance for approx. 3 years and later mailed in from Holland. 3) Property insurance on the Essen apartment – don't remember the amount. 4) Property insurance for [REDACTED]'s home and acreage, SF 20,000 (1942 SF)", see paragraph 16 c); "However, we were constantly harassed by surprise visits from the SS/SD, and on one occasion from the Gestapo, and SS officers on the staff of Dr. Arthur Seyss-Inquart. The purpose of these visits was always the same: a) ... b) Recover all Swiss and Dutch insurance policies c) ... I know the names of the Gestapo officers who recovered the insurance funds from [REDACTED] ... because I was present when they informed my mother of this fact, as part of an effort to recover my father's bank account in Switzerland...", see paragraph 20 b); "While our family was held by the Swiss border police, my father pleaded with the officer in charge to verify his Swiss holdings, which included two SFR 50,000 policies for [REDACTED] and [REDACTED] ... My father gave him [the Swiss border police officer] the information, and he contacted Berner Kantonal Bank and [REDACTED]. When he returned he told my father that these institutions had indeed verified that there were assets as described, but the assets were 'frozen' because [REDACTED] was a 'criminal flight case!' I overheard every word, and remember it as clearly as if it had occurred a week ago. I was 7 years old, and spoke fluent German ...", see paragraph 24 c)]. However, although it is plausible that no written evidence exists from the Holocaust era, it is rather unlikely that there is no correspondence or any other written evidence from the post war time which corroborates the Appellant's statement that his late mother tried to cash the proceeds of the alleged insurance policies issued by [REDACTED] with the exception of the stamps in the Appellant's mother's passport (see paragraph 17). In addition, although there had been restitution and compensation procedures [see paragraph 18a – c)] there was no such procedure for any insurance policy claim. The Appellant's explanation as to that is that "... the German government (post-war West) did not accept Swiss insurance claims" (see paragraph 16 at the end). This explanation is not satisfying because the "Bundesentschädigungsgesetz" (BEG) provided pursuant to its § 127 compensation as follows: "Der Verfolgte hat Anspruch auf Entschädigung, wenn er als Versicherungsnehmer oder als Bezugsberechtigter den Schutz einer Lebensversicherung (Kapital- oder Rentenversicherung), die bei einer privaten oder öffentlich-rechtlichen Versicherungseinrichtung außerhalb der Sozialversicherung genommen worden ist, ganz oder teilweise dadurch verloren hat, daß ein satzungsgemäß bestehender Anspruch auf eine Versicherungsleistung oder Gefahrtragung beeinträchtigt worden ist" ["A victim of persecution is entitled to compensation if he, as policyholder or beneficiary, has been deprived of cover under life assurance (lump sum or benefits policy) with a private or public law insurance organisation other than social security by an entitlement to insurance benefits or cover under the terms of the policy or articles being affected, wholly or in part"]. This provision was, therefore, not restricted to "non-Swiss" insurance companies. The only critical condition was that the German National Socialist state treasury or entities "entitled" by the German National Socialist regime had received payments resulting from insurance policies to which they were not entitled, e.g. by means of confiscation of such policies or payments into blocked accounts. This often happened to insurance policies taken out in Germany, including such insurance policies issued by foreign (i.e. "non-German") companies operating in Germany (i.e. such "foreign" companies which had German portfolios). However, the German National Socialist Regime could not confiscate or cash any insurance policies which were issued by companies which were "outside" its sphere of influence (e.g. insurance policies issued by a Swiss company in Switzerland which belonged to a Swiss portfolio). It need not to be decided whether the



Appellant's - uncorroborated - allegations that [REDACTED] cooperated with the German National Socialist Regime and paid out proceeds of insurance policies are true or not ("I did not think about any of this, until I learned that Swiss insurance companies (especially [REDACTED]) admitted turning over cash values to the Reichsbank ...", "After the war (from 1946 until 1957, possibly as late as 1960) my father with the help of my mother, continuously worked with Swiss bankers and [REDACTED], to try to determine the status of Swiss assets. During this period there was no reason to suspect that the Swiss had cashed all German Jewish policies and even deposit and had given them to the Reichsbank. (Excuse: 1938 Nazi law) ...", see paragraph 16c).

- c) Finally, it is true that the time between [REDACTED]'s letter dated 21<sup>st</sup> October 2004 and its final decision letter dated 29<sup>th</sup> October 2004 [see paragraph 20 b) at the end] was not more than 8 days. However, from an entry on ICHEIC's database it can be seen that [REDACTED] asked the ICHEIC to send the details of this claim earlier, namely on 13<sup>th</sup> September 2004. In addition, the letter dated 21<sup>st</sup> October 2004 informs the Appellant only that: "you *might* [emphasis added] have to wait some more time before you hear of the final outcome". If [REDACTED], in a first step, has no matches in its registers and databases and, in addition, has no clue indicating that matches can be found in external registers, the time it took [REDACTED] to decide does not appear so short that it is not plausible that it did a thorough research.

33. Some of the Appellant's statements appear to be based on misunderstandings.

- a) When referring to the ICHEIC-websites showing the names "[REDACTED] Germany", "[REDACTED] Germany" and "[REDACTED] Bielefeld, Deutschland" and taking this as evidence that his parents had insurance policies with [REDACTED] [see paragraph 24 f)], he overlooks the fact that the ICHEIC-websites are not a list of identified matches but rather a tool which can help to find matches. Only if a minimum of identification data are identified on this list (name, first name, date of birth and a place of residence) can this give a clue that the person listed had taken out insurance policies with a German insurance company or a non-German insurance company operating in Germany. If, however, only a name and a first name are listed and if there is no date of birth or a place of residence, and if, in addition, the name is (as the name "[REDACTED]" is) a very common name, this is neither a "match" nor even a first clue which could help to do some specific research.
- b) The other misunderstanding appears to be based on a lack of knowledge about the procedures. When stating "... the ICHEIC also has done absolutely nothing except to re-assign No's and to shuffle claims from one agency to another. CRT, Germany, Schiphol and now London ..." (see paragraph 23) he does not realise that this claim was sent to the Claims Resolution Tribunal (CRT) in Zurich, because it could also be a claim which is within the jurisdiction of the CRT. CRT decides such questions and, where appropriate, investigates the matter and renders a decision. The claim was also sent "to Germany" (more precisely to the [REDACTED]) after it was stated in the claim form that the alleged policy(ies) was/were taken out in Germany.

**IT IS THEREFORE HELD AND DECIDED:**

The appeal is dismissed.

Dated this 13<sup>th</sup> day of May 2005

\_\_\_\_\_  
[REDACTED]