

General Terms and Conditions

§ 1 Contracting Parties

The contracting parties and the scope of the brokerage mandate are specified in the insurance brokerage contract that forms the basis of the contractual relationship.

§ 2 Status of the Insurance Broker

(1) The insurance broker is an independent businessperson who undertakes the arrangement or conclusion of insurance contracts on behalf of the client, without being entrusted with this task by an insurer or an insurance agent (§ 59 para. 3 VVG).

(2) The insurance broker is an independent intermediary, legally and economically acting on behalf of the client, whose interests he must represent in accordance with instructions. Statements that he forwards to insurers on behalf of the client are attributed to the client.

(3) The insurance broker has no direct or indirect participation in any insurance company. He acts solely in the interest of the client, exercising the due diligence of a prudent businessperson.

(4) The insurance broker declares that he holds the necessary official licenses. In fulfilment of his duty to provide information in accordance with § 15 VersVermV, the client will receive separate customer information.

(5) The insurance brokerage activity exclusively covers the arrangement of private law insurance contract relationships. Advice or support concerning statutory social insurance schemes is not included in the brokerage activity.

§ 3 Engagement of the Insurance Broker

(1) The insurance broker is engaged by the client to handle the arrangement of specific insurance matters. This engagement extends to the broker's future brokerage activities.

(2) Any expansions of the broker's duties must be expressly agreed upon in written amendments to the insurance brokerage contract. Oral agreements are not valid. The insurance broker is free to decide whether to accept the engagement. A consultation request from the client does not obligate the broker to take action. The obligation to act only arises after both parties have signed the insurance brokerage contract or when insurance offers are sent.

(3) The broker's advisory obligation only applies to the written brokerage assignments as documented in the advisory protocol, unless otherwise expressly agreed in writing.

(4) The insurance broker is allowed reasonable time to prepare for the arrangement of an insurance contract and to obtain various offers from insurers. If the client requires immediate coverage of a risk, they must agree to urgent action with the insurance broker in writing.

(5) The insurance broker cannot guarantee that an insurer will grant provisional coverage. The client has been informed that they only have insurance coverage once a written confirmation from the insurer is received, specifying the effective date.

§ 4 Scope of Activity

Under this contract, the insurance broker provides the client with all services typically rendered by a broker to their client. There is no entitlement to a specific scope of advice. The assignment is executed according to the principles of proper professional conduct and reasonable discretion. When handling the brokerage request, only the facts presented by the client can be considered.

§ 5 (Cooperation) Obligations of the Client

(1) The insurance broker can only act as the client's representative in insurance matters if he is fully informed. Therefore, the client is obliged to cooperate, particularly by promptly providing complete and truthful information necessary for the proper fulfilment of the assignment. Specifically, the client must, without prompting, provide the broker with all necessary documents and information in a complete, accurate, and orderly manner, allowing sufficient time for the broker to process them. The client must immediately notify the broker in writing of any events or circumstances that may be relevant to the execution of the assignment.

(2) Both the client and the insurer are obligated to forward all contract-related correspondence between them to the insurance broker, or, where applicable, to conduct it exclusively through him. The client cannot rely on the insurance broker being informed by the insurer. The client is personally responsible for providing the broker with the insurer's contract-related correspondence. The broker is not liable for any damages resulting from a failure to observe the correspondence obligation if the broker was not made aware.

(3) If there are changes to the risk circumstances or facts communicated, the client is required to notify the broker immediately and in writing. Failure to do so may result in the client losing coverage under the insurance contract.

(4) If the insurance broker forwards documents such as insurance policies, terms and conditions, or premium invoices to the client, the client is obligated to review them for factual accuracy and completeness without special prompting and to promptly inform the broker of any errors or inaccuracies.

(5) The client agrees not to share the broker's work products with third parties without the broker's written consent unless the assignment content expressly permits sharing with a specific third party. The insurance broker claims copyright protection for insurance analyses and individually created coverage concepts under the provisions of copyright law.

6. The client is responsible for fulfilling the obligations arising from the insurance contracts, such as premium payments and compliance with conditions.

§ 6 Failure to Cooperate

(1) If the client fails to cooperate as required under § 5 or for any other reason or if they delay accepting the service offered by the broker, the broker is entitled to set a reasonable deadline and simultaneously declare that they will terminate the contract if the deadline passes without resolution. After the unsuccessful expiration of the deadline, the broker may terminate the brokerage contract with immediate effect.

(2) The insurance broker is not liable for damages resulting from incomplete or missing information from the client. The aforementioned termination provision remains unaffected.

(3) The address provided at the time of the contract signing is considered the official address for all correspondence with the client. If the client does not promptly notify the broker in writing of a change of address, this address remains valid, and receipt of declarations of intent is assumed.

(4) If a declaration is required to meet a deadline or legal claim for the client, the client agrees that the insurance broker may make this declaration on their behalf without express consent, provided the broker has the necessary information.

§ 7 Duties of the Insurance Broker

The insurance broker undertakes the following tasks under this contract:

(1) Identifying the client's wishes and needs.

(2) Selecting suitable insurers and insurance products that meet the client's expressed wishes and needs.

(3) Providing advice based on professional criteria within the framework of reasonable discretion regarding which insurance contract is suitable to meet the client's needs.

(4) Documenting the client's wishes, needs, and the broker's advice, along with the client's specific instructions. Documentation takes into account a reasonable relationship between the advisory effort and the premium to be paid by the client, considering the difficulty/complexity of assessing the offered insurance and the client's situation.

(5) Monitoring and ongoing management of the insurance contracts, and, after consulting with the client, adjusting coverage to changing risk and market conditions. The insurance broker is not obligated to independently and continuously monitor the client's risk situation unless such an obligation arises from the information provided by the client or from other sources related to the client.

(6) Reviewing and forwarding documents related to the mediated insurance contract.

(7) Assisting the client in the event of a claim against the insurer.

(8) Independently arranging alternative coverage if required to maintain or secure the desired insurance coverage and the client's instructions cannot be obtained in time.

(9) The insurance broker provides information on the mediated contract relationship upon the client's request. Written requests are required for any advice and recommendations. Oral information is non-binding and must always be confirmed in writing by the broker.

§ 8 Services of the Insurance Broker

(1) The insurance broker selects offers from a sufficient number of insurance contracts and insurers available on the market for the client. Based on professional criteria, the broker provides a recommendation as to which insurance contract is suitable to meet the client's needs.

(2) The broker makes a selection of appropriate insurers at his reasonable discretion, unless the client provides specific instructions. The broker only considers insurers willing to cooperate with him and pay him a customary commission for his services. Direct insurers or coverage concepts not freely available in the market are not considered by the broker. If the client explicitly requests such arrangements, a separate fee must be agreed upon.

(3) The broker endeavours to find a suitable insurer that meets the client's needs and informs the client of the progress of his efforts. The client understands that insurance coverage does not commence with the conclusion of this contract but only when a valid insurance contract is mediated and the premium is paid.

§ 9 Obligations of the Insurance Broker

(1) The broker must ask the client about their wishes and needs, advise them accordingly, and provide reasons for each recommendation regarding a specific insurance product, considering the balance between advisory effort and the premium payable by the client, the complexity of the insurance product, and the client's situation. This must be clearly and understandably communicated in writing before the contract is concluded.

(2) Oral advice and information may be provided if requested by the client or if the insurer grants provisional coverage. In these cases, the information must be provided to the client in writing immediately after the contract is concluded, unless the client has provided a written waiver.

(3) The broker must inform the client of his own status and the complaint and dispute resolution procedures with the Ombudsman.

(4) The broker commits to informing the insurers according to the client's instructions.

§ 10 Duration of the Contract

The brokerage contract is concluded for an indefinite period. It begins with the legally valid signing by both the insurance broker and the client. The contract can be terminated by either party with three months' notice at the end of a calendar year. This notice period is necessary to ensure proper administration. Any statutory termination rights remain unaffected.

§ 11 Remuneration

In addition to the obligation to pay the insurance premium to the insurance company, no further costs are incurred by the client for the broker's services. The remuneration for the broker's mediation and support activities is customarily covered by the insurance company. Any deviation from this arrangement requires a separate written agreement.

§ 12 Liability

(1) The liability of the insurance broker for cases of slight negligence in the performance of his contractual duties is limited to a maximum of €2.5 million per claim. The broker has taken out professional indemnity insurance to cover this amount.

(2) Claims for damages arising from the brokerage contract due to a culpable breach of duty are subject to a three-year limitation period. The limitation period begins when the client becomes aware or should have become aware of the damage and the person responsible for the compensation. Damage claims are time-barred three years after the termination of the brokerage contract.

(3) The liability limitations set out in § 12 clause 1 do not apply to cases where the broker's liability is based on injury to life, body, or health, essential contractual obligations, written guarantees, or fraud. The limitation on liability does not apply if the broker is proven to have acted with deliberate intent or gross negligence.

(4) The broker is not liable for any disadvantages or damages to the client resulting from incomplete, untimely, or untruthful information provided by the client.

(5) The broker is not liable for the accuracy of IT calculations, product information, or the terms and conditions of the insurers.

(6) The broker is not liable for financial losses resulting from the slight negligence in the breach of ancillary duties.

§ 13 Assignment

(1) All rights or claims arising from this contractual relationship between the client and the broker are non-transferable, non-assignable, and non-chargeable.

(2) The client is not entitled to offset any claims against a demand from the broker unless the client's claims are undisputed or have been legally established.

§ 14 Retention of Documents

(1) The broker must retain the client's documents and advisory records for five years after the end of the assignment. This obligation ends earlier if the broker requests the client in writing to take possession of the documents and the client fails to do so within six weeks of receipt.

(2) Client documents, within the meaning of this regulation, include all documents that the broker has obtained from the client or for the client during his professional activities. This does not apply to correspondence between the broker and the client or to documents that the client has already received in original or copy, as well as to work papers created for internal purposes.

(3) Upon the client's request, the broker must return the documents provided to him within a reasonable period. The broker may make and retain copies of documents returned to the client.

(4) The broker may refuse to release work results and documents until any outstanding payment claims have been satisfied.

§ 15 Power of Attorney

The broker's authority to represent the client with the insurance company arises from the insurance brokerage contract provided by the client.

§ 16 Data Protection

(1) In fulfilment of the controller's information obligations to the data subject, the client will receive a separate information and consent form regarding data processing upon conclusion of the contract. The client can continuously inform themselves about the responsibilities and rights of the data subject at <https://www.kr-assekuranz.de> (<https://www.kr-assekuranz.de>).

(2) The primary legal basis for processing the client's data is Art. 6 para. 1 b) GDPR: Processing is necessary for the performance of a contract (brokerage contract, service contract). If the data is used for a purpose other than the one for which it was collected, a separate agreement with the client is required.

(3) As part of the mandate, the client consents to the insurance companies addressed by the broker sharing data, as necessary, derived from the application documents or the execution of the contract (e.g., contributions, claims, contract changes) with reinsurers for risk assessment and reinsurance processing, as well as with other insurers and their association for risk assessment and claims handling. This consent applies regardless of whether the contract is concluded and also for corresponding checks on other applied-for insurance contracts and future applications.

(4) The client further consents to these insurers maintaining and sharing general contract, billing, and performance data in common databases as necessary to properly manage his insurance matters.

(5) Health data may only be transmitted to life and reinsurers. They may only be passed on to other brokers where this is necessary for contract arrangement.

§ 17 Final Provisions

(1) Amendments or additions to this contract must be made in writing. The requirement for written form can only be waived by written agreement.

(2) Should any provision of this agreement be or become invalid, or if a gap is found, the validity of the contract as a whole remains unaffected. The invalid provision or the gap shall be replaced by a provision that comes closest to the intended purpose.

(3) The place of jurisdiction is the broker's registered office, applying German law.