

# Insurance broker contract

Between

**MG Denzer GmbH**

**Otto-Haug Straße 18  
75378 Bad Liebenzell**

**represented by the directors  
Günter Denzer und Christian Denzer**

**ebenda**

and

Form of  
address

Title

First name

Surname

Street

Town/  
Postcode

\_\_\_\_\_

- hereinafter referred to as the Broker -

\_\_\_\_\_

\_\_\_\_\_

- hereinafter referred to as the Client -

\_\_\_\_\_

the following Insurance Broker Contract is entered into:

## Brokerage Contract

The Client instructs the Broker to take charge of the Client's insurance matters on the basis of the accompanying General Terms and Conditions for the Insurance Broker Contract.

The Client confirms with their signature below that they have received a copy of these terms and conditions and that they are familiar with them.

## Broker's authorisation right

The Broker's power of representation with respect to the insurers is derived from the Broker's authorisation right granted by the Client. Measures and declarations of fundamental importance to the insurance relationship must be agreed between the Broker and the Client.

## Duration of the Brokerage Contract

The Brokerage Contract commences once accepted by the Broker and may be terminated by either Party at any time.

The Brokerage Contract applies to the following insurances:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Professional indemnity insurance | <input type="checkbox"/> Business content         | <input type="checkbox"/> Personal liability | <input type="checkbox"/> Pecuniary loss liability |
| <input type="checkbox"/> Occupational incapacity          | <input type="checkbox"/> Supplementary health     | <input type="checkbox"/> Building           | <input type="checkbox"/> Glass                    |
| <input type="checkbox"/> Contents                         | <input type="checkbox"/> Private health insurance | <input type="checkbox"/> Motor vehicle      | <input type="checkbox"/> Other                    |
| <input type="checkbox"/> Life/pension                     | <input type="checkbox"/> Accident                 | <input type="checkbox"/> Legal protection   | <input type="checkbox"/> _____                    |

.....

I would like complete supervision.

The Client does not require additional advice regarding alternative insurance contracts or requirements.

## Supplementary agreements to the Brokerage Contract

Supplementary agreements must be made in writing. Oral subsidiary agreements are not considered binding.

\_\_\_\_\_

Place, Date

\_\_\_\_\_

Place, Date

\_\_\_\_\_

MG Denzer GmbH

\_\_\_\_\_

Client

Annex  yes  no

# Insurance broker's authorisation right

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- hereinafter referred to as the Broker -

\_\_\_\_\_

\_\_\_\_\_

- hereinafter referred to as the Client -

\_\_\_\_\_

the following Insurance Broker Contract is entered into:

The Client authorises MG Denzer GmbH to administer their insurance relationships, to supervise their insurance matters and to procure the necessary insurance cover:

1. The unlimited active and passive representation of the Client vis-à-vis the respective insurers, including the submission of all declarations of intent and notices that relate to the insurance contracts.
2. The termination of existing insurance contracts and conclusion of new ones.
3. Enforcement of the insurance services arising from the insurance relationships brokered or managed by the Broker, as well as any other involvement relating to the settlement of claims.

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- |   |   |   |   |
|---|---|---|---|
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Place, Date

\_\_\_\_\_

Place, Date

\_\_\_\_\_

MG Denzer GmbH

\_\_\_\_\_

Client

Annex  yes  no

# General Terms and Conditions for the Insurance Broker Contract

Last revised: June 2013

1. The Client entrusts the Broker with management of the Client's insurance matters governed by commercial or private law. This excludes statutory social insurance (e.g. statutory health insurance and/or pension schemes). The supervision extends to insurance relationships that exist at the time the Brokerage Contract is concluded as well as those arranged by the Broker thereafter.

The subject matter of the Contract is the brokering and administration of all operational and private insurances laid down in the Brokerage Contract and covered by the Broker's authorisation right.

The Insurance Broker is free and independent with regard to its selection of insurance companies rather than bound to a single insurer. The Broker shall act solely in the interests of the Client.

The Broker undertakes to supervise the Client's insurance matters and provide advice to the Client within this framework. The analysis of foreign insurance markets is excluded. The Broker is responsible for the following tasks in particular:

- Assessing the insurance requirements, taking the needs of the Client into account;
  - Following consultation with the Client, brokering the insurance contracts deemed necessary with insurer that offers the most favourable long-term coverage for the risk in question, whereby a price comparison is made in which aspects including but not limited to the future trend for premiums, the respective service and the way in which claims are settled are all taken into account, as well as the current premium level;
  - Administration, monitoring and ongoing supervision of the insurance and, following consultation with the Client, adjustment of the insurance protection in line with changing risk-benefit ratios and market conditions;
  - In the event of a claim, supporting the Client in matters of settlements, from negotiations with the insurer to the receipt of compensation.
2. The Insurance Broker is hereby authorised to terminate existing insurance contracts as well as find and conclude new insurance contracts, submit and accept all declarations of intent and notices to and from the respective insurer, assert claims to insurance services, cooperate in the settlement of claims and accept monies relating to insurance claims on the Client's behalf. In addition, the Insurance Broker is authorised to issue and cancel SEPA Direct Debit Mandates.

The Broker is entitled to grant sub-authorisation to another insurance broker. The Broker is exempted from the restrictions of Section 181 German Civil Code (BGB) with regard to the second alternative set out in Section 181 BGB (prohibition on multiple representation).

3. The Client shall solely correspond with the (respective) insurer on contractual matters through the Broker. If the Client fails to meet this contractual obligation, they shall provide the Broker with copies of any and all correspondence with the insurer or immediately cede to the Broker all contract-related correspondence with the insurer.
4. If the Client violates the contractual obligation imposed on them by Item 3, the Broker will not be liable for resultant damages.

## General Terms and Conditions for the Insurance Broker Contract

5. The commission for the brokered and supervised contracts forms part of the premium and is paid to the Broker by the companies in question.
6. In the event that a contractual obligation is breached due to minor negligence on the part of the Broker, the liability of the Broker is limited to foreseeable damages typical of this type of contract and a maximum amount of EUR 3,000,000.00 (in words: three million euros) per incident. This also applies where a contractual obligation is breached by legal representatives, subcontractors and vicarious agents. The Broker has arranged pecuniary damage liability insurance to cover this amount for the Client's benefit, whereby this insurance also includes liability for legal representatives, subcontractors and vicarious agents. The Client has the option to increase the limit of liability at their own expense, provided an insurer agrees to do so.
7. The limit of liability above does not apply in the case of bodily injury or damage to health or in the case of loss of life on the part of the Client that is attributable to the Broker.
8. The Brokerage Contract is concluded for a fixed term of one year. The Contract is renewed for a period of one year at the end of the term unless the Client gives notice of termination in advance. The Contract may be terminated at any time. The authorisation right, as set out in Item 2, may be revoked at any time.
9. The Client/policy holder gives their consent for the insurers contacted by the Broker to transfer data, to the extent required by the application documents or the execution of the Contract (premiums, insurance claims, risk/contractual changes), both to reinsurers – for the purpose of assessing risk and claims against other insurers – and to their professional association. Regardless of the conclusion of the Contract, this consent also applies to corresponding assessments required as part of applications for other (insurance) contracts and future applications.

The policy holder also gives their consent for these insurers to record general information relating to the Contract, accounting and services in joint data records and to pass this information on to the Broker, provided that this is required for the proper administration of their insurance matters.

Medical records may only be handed over to personal insurers and reinsurers; they may only be passed on to the Broker to the extent necessary for the Contract to be drawn up.

This consent only applies if the policy holder was aware or had reasonable opportunity to take note of the content of the information sheet held by the insurer for the purposes of data processing. The Broker must pass any notifications in accordance with Section 33 German Data Protection Act (BDSG) on to the policy holder/Client.

10. In the event that one or more provisions of this Contract should be or become ineffective, the Parties shall replace the ineffective provisions with ones that are as commercially equivalent as possible and legally valid. This shall also apply in the event of a loophole.