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cargo insurances - worldwide

Maklerbüro Th. Schreiter e.K.
-insurance broker-
Virchowstr. 16

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Insurance Broker Agreement

between:
(Client/ address)

(referred to as the policyholder)

space for company stamp

and: Maklerbüro Th. Schreiter, Virchowstr. 16, D- 08371 Glauchau (referred to as Insurance Broker)

1.

The policyholder entrusts the insurance broker with the management of his insurance affairs. This instruction extends to future arrangements as well as to arrangements existing at the time of entering into the agreement in respect of:

The insurances shown below

commercial insurances

private insurances

2. Under this agreement, the insurance broker takes over the following duties:

2.1. Checking the insurance requirements taking into account the special needs and wishes of the policyholder. In this respect, consideration will be given to the complexity of the proposed insurance as well as the policyholder's situation.

2.2.

The consultation with the policyholder with regard to the appropriate cover for the risks indicated as well as the recommendation of insurance solutions on the basis of an objective and balanced market survey, indicating the reasons for each recommendation.

The insurance broker will only consider reliable insurance companies which have their head-office or a branch in the European Union and provide policy conditions in German and English. Direct insurers who do not provide the insurance broker with any remuneration will not be considered. Any deviation from this requirement shall require express agreement with the insurance broker.

2.3.

Brokerage by agreement with the policyholder for insurance policies that are deemed necessary.

2.4.

Monitoring and handling of the insurances and the possible adaptation of the insurance protection to altered risk and market conditions after agreement with the policyholder.

2.5.

In the event of a loss, the full support of the policyholder in the settlement including negotiations with the insurer in respect of the insurances covered by this agreement.

Administration and handling (particularly in the event of a loss) will represent an additional task to broking.

3.

The insurance broker is not bound to any insurance company, and is therefore independent and can therefore represent the interests of the policyholder effectively. **Maklerbüro Th. Schreiter's** register number on the brokers' register is **D-8KAV-07031-47**. The policyholder may check this by visiting the website www.vermittlerregister.info

The insurance broker does not hold a direct or indirekt participation of more than 10 % of the voting rights or capital in an insurance company.

No insurance company holds a direct or indirect participation of more than 10 % of the voting rights or capital of the insurance broker.

The complaints bodies are shown at the end of the brokerage agreement.

4.

The insurance broker's services are remunerated by means of the brokerage paid by the insurance companies in accordance with normal business practice. Therefore, the policyholder will not incur any additional costs. Arrangements deviating from this must be expressly agreed between the policyholder and the insurance broker.

5.

Inasmuch as the insurance broker transfers to other companies the fulfilment of his contractual obligations, these agreements will (in the absence of any other agreement) also apply correspondingly to the contractual relationship between the policyholder and the company.

6. The policyholder must notify the insurance broker immediately of any alterations relating to the contract and risk.

7.

The insurance broker shall perform his duties with the care of a good businessman. Liability for breach of the professional duty of care is limited to 1 million Euro, unless the insurance broker is in breach of its obligations through gross negligence or deliberately. The insurance broker will arrange a financial loss liability insurance of 1 million Euro. Claims for compensation shall be prescribed after three years. The prescription period shall commence with the end of the year in which the claim arose and the policyholder becomes aware of the circumstances justifying the claim and the identity of the person required to pay compensation or should have become aware thereof in the absence of gross negligence.

8.

The contract is concluded for an indefinite period of time and may be terminated in writing by the policyholder without prior notice. The insurance broker may terminate this agreement in writing at a month's notice.

place, date

place, date

Broker authorisation

The policyholder grants the insurance broker full authority, after agreement with the policyholder, to act on its behalf:

- > to enter into, conclude, alter or terminate contracts of insurance
- > to make or receive declarations in respect of contracts of insurance
- > to co-operate in the settlement of claims under insurances arranged through or entrusted to the insurance broker

place, date

policyholder

Data Protection/ Consent Clause under the BDSG (Law Regarding the Protection against the Misuse of Personal Data in Data Processing)

The policyholder gives his consent that data arising from the proposal documents and/ or the performance of the contract (e.g. payments, claims, terminations, alteration of risks/ contracts) may be passed on the insurers to the extent to which this is necessary. The consent regarding the transmission of data also extends to the passing of data to reinsurers.

The consent also applies, irrespective of the formation of the contract, to the corresponding checks with (insurance) contracts entered into elsewhere and for future arrangements. Medical details may only be passed on the brokers inasmuch as it is necessary for the arrangement of the contract.

I confirm that I have noted the contents.

place, date

policyholder

Offices for complaints:
Versicherungsombudsmann

Postfach 08 06 32
10006 Berlin
further information at: www.versicherungsombudsmann.de

Ombudsmann für die private Kranken- und Pflegeversicherung

Postfach 06 02 22
10052 Berlin
further information at: www.pkv-ombudsmann.de