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Initial Information According to § 15 VersVermV for Insurance Intermediaries

1. Your Agent and Contractor

competence exclusive ec GmbH
Klosterstr. 6, 50181 Bedburg, Germany
CEO: Claus Edam, Elias Schmitz
Phone: +49 (0) 2272-9374100, **Email:** contact@cape-insurance.com
URL: www.cape-insurance.com

Commercial Register: District Court Köln, HRB 120703

2. Occupational Title

Insurance Broker acc. to § 34d (1) GewO, Germany
Register number: D-4A8B-IKPWY-37
Supervisory authority and competent authority for the permit:
Cologne Chamber of Commerce, Unter Sachsenhausen 5-7, 50667 Köln, Germany

Joint Registrar Pursuant to § 11 a (1) GewO:
German Chamber of Commerce and Industry (DIHK) e.V., Breite Straße 29, 10178 Berlin, Germany
Contact: Phone: 0180-600-585-0, (0,20 € / call), Email: vr@dihk.de, URL: www.vermittlerregister.info/en

3. Professional Activity

Free advice and brokerage of insurance products and services.
The insurance broker receives a commission from the insurer for arranging an insurance contract.
The client owes the insurance broker no separate remuneration.
The broker holds a legally compliant financial loss liability insurance.

4. Professional Regulations

-§ 34 d (1) GewO, Insurance Brokers
-§§ 59-68 VVG
-VersVermV
The professional regulations can be checked under www.gesetze-im-internet.de.

5. Dispute Resolution / Complaints

Acc. to § 36 VSBG and § 17 (4) VersVermV, the insurance broker is obliged and willing to participate in a dispute resolution procedure.

The following arbitration boards can be contacted:

1. Versicherungsombudsmann e.V., Postfach 08 06 32, 10006 Berlin, Germany
www.versicherungsombudsmann.de, Insurance Ombudsman
2. Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 22, 10052 Berlin, Germany,
www.pkv-ombudsmann.de, Private Health and Care Insurance
3. Europäische Kommission, Online-Streitbeilegungsplattform (OS-Plattform)
<http://ec.europa.eu/consumers/odr>, European Commission, Online Dispute Regulation

Complaints are to be sent in text form to the managing director and will be processed immediately.



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General Information about Data Processing of the Insurance Agent

1. Purpose of the Data Processing

We would like to inform you that we need to process the data you provide to us for the purposes of advising you, arranging insurance cover and administering and supporting your insurance contracts. The processing applies to both your personal data and any health data you may have provided. All of your information will be stored and used only for the purpose of advising, arranging and administering the insurance cover you require. We will only store and use your information for the purpose of administering and recommending suitable cover. There will be no other use of the data or use not permitted by this data use consent.

2. Your Rights

We expressly point out that you can assert your statutory rights under § 55 BDSG (new) at any time to us, as the data protection officers or the designated data protection officer of our company. You have the right as an affected person to information, correction, deletion and restriction of the processing of your personal data.

Consent to Data Protection

1. Preamble

The client desires the advice, brokerage and / or administration of his contractual relationships with insurers, with whom the agent cooperates, on the basis of the broker authority agreed with the agent. In order to implement them, in particular contract brokerage and administration, the broker should be allowed to process, receive, use, store, transmit and forward all client data in question.

2. Name and Address of the Controller

The person responsible in the sense of the data protection regulations is:

Claus Edam, competence exclusive ec GmbH, Klosterstr. 6, 50181 Bedburg, contact@cape-insurance.com

3. Name & Address of the Data Protection Officer

A data protection officer for competence exclusive ec GmbH is not required by law.

Each client is entitled to make complaints to the **Federal Commissioner for Data Protection** at:

Bundesbeauftragte für Datenschutz und Informationsfreiheit

Prof. Dr. Louisa Specht-Riemenschneider, Graurheindorfer Straße 153, 53117 Bonn

Contact: +49 (0)228 997799-0, poststelle@bfdi.bund.de, URL: www.bfdi.bund.de

4. Legal Basis of Consent to Data Processing

- 1) The client expressly agrees that all personal data, in particular the special personal data, such as health data of the persons to be insured are stored by the agent within the framework of the statutory provisions of the General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG) and communicated to the cooperating companies known to the client (subclause 10.) for the purposes of brokerage and administration.
- 2) Art. 6 para. 1 lit. a) and b) DSGVO constitute the legal basis for the processing of the client's personal data. Art. 9 para. 2 lit. a) for the processing of special personal data.
- 3) This consent is valid regardless of the conclusion of the requested contract and for the corresponding examination in case of insurance contracts to be applied for otherwise or in the case of future applications of the client.
- 4) The agent may pass on the client data, in particular the health data of the client, for obtaining opinions and assessments, as well as for the legal examination of claims to professionally confidential persons (e.g. lawyers) after consultation with the client.

5. Authority of the Insurer (the Contractor)

- 1) The client agrees that all information and data, which could be of importance for the desired insurance protection, are passed on to the potential insurer. This potential insurer is entitled to store and use the contract-relevant data - in particular the health data- for the proper examination and further contract execution in the context of the purpose of the contract.
- 2) To the extent necessary for the conclusion of the contract and / or the renewal of the contract, this data, including the health data, may be sent confidentially and anonymously to reinsurers or co-insurers for the purpose of assessing the contractual risk.



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6. Employees and Distribution Partners

The client declares his consent that all employees and distribution partners of the agent may store, view and use his personal data, in particular the health data, for the advice to the client and the insurer. The client agrees that this data will be passed on to these and future employees and distribution partners of the agent for the purpose of contract management. His employees and distribution partners are entitled to view, process and use the client data in the context of the purpose of the contract.

7. Instructions Regulation

In the case of contract transfer: The client instructs its existing insurers to return all contract related data - including health data - to the commissioned agent immediately. This in particular for the purpose of contract transfer, so that the agent can carry out the review of the existing contract.

8. Duration of Storage of Personal Data

The client data are deleted after termination of the cooperation within the legal regulations, in particular the legal retention periods. To defend against future claims for damages, the deletion periods may be extended accordingly. The client agrees that the deletion claim does not relate to audit-proof backup systems and is carried out by blocking.

9. Rights of the Client as the Affected Person

The client is entitled to all the rights mentioned in Chapter 3 (Article 12-23) of the [GDPR](#), in particular the right to information, correction, deletion, limitation of processing, right to object and the right to transfer data.

10. Cooperating Partners

It is known to the client that the agent works with cooperation partners in the context of the tasks he has assumed. For this reason, the cooperation partners have been authorized. In addition to the authorization, it is also necessary for the purpose of the order-related implementation that the cooperation partner receives the data of the client and is also authorized to use, transfer or store the data within the scope of this data protection declaration of consent. The cooperation partners listed below are therefore granted the data protection declaration of consent within the scope of this privacy policy. This also applies in particular to sensitive personal data, in particular the client's health data. The client agrees to the use of this privacy policy for the following companies:

List of Service Providers		
Name and Address	Type of Service	Type of Data
AMEXPOOL AG, Im Mittelfeld 19, 79426 Buggingen	Brokerpool for property insurances	Personal data, no health data
BCA AG, Hohemarkstraße 22, 61440 Oberursel	Brokerpool for property insurances	Personal data, no health data
BDAE HOLDING GMBH, Kühnehöfe 3, 22761 Hamburg	Temporary health insurances	Personal data, health data
CARE CONCEPT AG, Am Herz-Jesu-Kloster 20, 53229 Bonn	Temporary health insurances	Personal data, health data
CHRISTOPH WELSCH, cw-insurance.de, Violaweg 14-16, 51143 Köln	Insurance broker	Personal data, health data, communication data
INVERS GMBH, Sportplatzweg 15, 04178 Leipzig	Brokerpool for property and health insurances	Personal data, health data
THOMAS MOLITOR IT Consulting, Josef-Thüner-Str. 38, 50126 Bergheim	IT Infrastructure and maintenance	Communication data
DEMV Deutscher Maklerverbund GmbH, Dammthorwall 7a, 20354 Hamburg	Client administration database	Personal data, health data, communication data
Public health insurance providers	Health insurance	Personal data, no health data
Private health insurance providers	Health insurance	Personal data, health data
Property insurance providers	Property insurance	Personal data, no health data
Relocation Services	Service request	Restricted personal data Restricted communication data, no health data
HR-Departments	Service request	Restricted personal data Restricted communication data, no health data

The client agrees to the transfer of data to the aforementioned companies if this is necessary for the proper fulfilment of the mediation.



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11. Legal Successor

1) The client agrees that the information, data and documents collected, processed and stored by the agent on the basis of this privacy policy, in particular the health data, will be passed on to any legal successor of the agent or acquirer of the insurance portfolio in order to fulfill his contractual and legal obligations as legal successor to the agent.

2) Client data required for the valuation of the agent may also be disclosed to a potential acquirer of the agent. Specific personal data, in particular health data within the meaning of Art. 4 no. 15 GDPR, do not form part of the client data required in accordance with sentence 1.

Such data may therefore not be transferred to a potential acquirer. A transfer of such data pursuant to paragraph 1 shall only take place after the actual sale or legal succession.

12. Emergency Clause for Substitute During Vacation Times or Illness

The client expressly agrees that the agent may be represented by another licensed insurance broker. Reasons for representation include, in particular, the agent's absence due to holidays, illness, disability or death. In the event that it becomes necessary to represent the client's interests, the agent's authorized representative shall assume representation and shall be granted access to the client data. The client expressly consents to this. In the event of a necessary representation, the authorized representative acts a vicarious agent and substitute of the agent.

13. No Data Transmission to Third Countries

The agent does not intend to transfer personal data of the client to providers in third countries.

14. Existence of Automated Decision-Making

The agent dispenses with automatic decision-making or profiling.

15. Revocation

Consent to the use, storage and transfer of all collected and existing data – including health data – may be revoked by the client at any time and without justification. The companies involved in the brokerage and/or administration of the contract will be informed immediately of the revocation and are obliged to implement the statutory provisions of the GDPR and the BDSG without delay.

If the revocation results in the non-fulfilment of the purpose of the contract as stated in the preamble, the agreed obligation of the agent towards the person or company declaring the revocation shall automatically cease.

The client may at any time lodge a complaint with the competent State Office for Data Protection (LDA).

Landesbeauftragte(r) für Datenschutz und Informationsfreiheit Nordrhein-Westfalen Postfach 20 04 44, 40102 Düsseldorf, Phone: +49 (0)211 38424-0, Email: poststelle@ldi.nrw.de

16. Informed Consent to Special Personal Data

With the use, storage and utilization of the specific personal data, including health data, in the context of this privacy policy, the client declares his consent, which may be revoked at any time without giving reasons.

17. Email Communication

The agent uses secure TLS email encryption. Depending on the configuration of the client's receiving or sending email provider, encrypted transmission may not be guaranteed.

The client agrees to receive unencrypted emails for order processing purposes. The client also gives this consent in the event that special personal data, such as health data, is included in the email message. If the client has already sent the special personal data to the agent by unencrypted email, the client authorizes the unencrypted communication for the future until further notice.

18. General Communication

The client provides the agent with his personal contact details for further communication. The agent is entitled to use all means of communication used by the client within the scope of the business relationship until the client actively revokes this. The agent is expressly authorized to contact the client in the manner indicated at the wish of a person authorized by the client (e.g. a relocation agent, a personnel manager or other) and to inform the authorized person of further developments within the scope of the GDPR.

19. Declaration

By clicking on the cape-insurance.com website, the interested party confirms receipt of the initial information and the data protection declaration and agrees to them before a personal consultation or a self-initiated conclusion of a contract takes place. A signature is therefore not required.