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German–English study edition

2nd Edition

Insurance intermediation under §34d GewO

German–English study edition · 2nd Edition

Editorial final edition · revised 19 November 2026

Based on the revised German book in the Deutsch folder. This edition provides English teaching text, German practice questions and answer options, German solutions and English renderings of those solutions.

All 2,123 numbered exercise records and two additional unnumbered exercises are included. The German questions, answer options and solutions are followed by English explanations. Cover the answer while practising.

Use the numbered contents to find subjects and the German–English glossary to connect English explanations with German examination terminology.

Editorial final edition, revised 19 November 2026: The teaching text, exercises, answer options, solutions, glossary and tables have been reviewed in full through an AI-assisted editorial process. Corrections and primary-source checks are documented in the review record. This is the publisher's learning material, not an official examination publication. Independent external human legal or specialist approval is not claimed. German law and the applicable examination requirements remain decisive.

Distinguish German statutory rules, Proximus examination conditions and illustrative tariffs. English terms explain German concepts; UK or US law is not substituted.

The detailed contents contains linked numbered headings and page references. The separate review report records the checks performed and their limits.

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Foreword

The insurance industry plays a central role in the protection of people, families, companies and assets. Those who work in this area bear responsibility – not only for the correct mediation of products, but also for professionally correct, understandable and trusting advice.

The competence examination under §34d GewO assesses legal and specialist knowledge relevant to insurance intermediation. This book supports structured preparation for that examination.

It conveys the subject areas relevant to examination in a compact and practical form. These include in particular legal foundations, consulting and documentation obligations, the various sectors of the insurance industry, consumer protection requirements as well as basic knowledge for a professional activity as an insurance intermediary.

This book is intended for participants in preparation courses, people entering the insurance industry and professionals wishing to refresh or deepen their knowledge.

Why the practice questions remain in German

The IHK competency examination is conducted in German. This edition therefore keeps the German practice questions, all five options and the German answer keys. This helps you learn the specialist vocabulary and question wording you will need in the examination while studying the teaching text in English. These are exercises from this book, not official IHK examination questions.

Read the English explanation, attempt the German question, then compare the German solution with its English rendering. Q0001 to Q2123 identify exercises throughout the book; the original local numbering remains. The English solution renders the retained source key and does not independently certify it.

Examination language source: IHK Berlin, Sachkundeprüfung Versicherungsvermittler/-berater. https://www.ihk.de/berlin/pruefungen-lehrgaenge/pruefungen/sachkundepruefung-versicherungsvermittler/sachkundepruefung-versicherungsvermittler-4899936

I wish you every success in learning and for your expert exam – and at the same time a successful start or further progress on your career path in the insurance industry.



Katja Stein
Founder, Deine-Akademie24

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1 Customer advice

Insurance advice starts with the customer's needs and does not end with the name of a product. It combines a clear analysis, a reasoned recommendation, understandable information and proper documentation. The learning cases below are original examples written for this book, not official IHK examination tasks. The statutory advice requirements and the intermediary's particular legal status must be taken into account.

1.1 Customer's service expectations

First establish what the customer expects: a review of existing contracts, protection against a specific risk, a comparison of tariffs or help with a claim. The intermediary explains their status, services, remuneration and any ties to insurers. An exclusive agent must not create the impression that they compare the whole market without restriction.

The customer should understand which documents are needed, which questions can be answered now and which checks remain outstanding. A wish for a quick decision does not remove the duty to give careful advice. It is better to record and resolve an unanswered question than to make an unsupported promise of coverage.

1.2 Visit preparation and customer contacts

Preparation includes the reason for the meeting, existing contracts, lawfully available customer information and a list of missing facts. When reviewing existing policies, examine the insured persons and interests, benefits, exclusions, deductibles, terms and termination rights. An old premium or sum insured does not establish that the cover still meets today's needs.

Agree the appointment, participants and communication channel. Where someone acts for another person, establish their authority. Telephone marketing and other forms of contact have their own legal requirements. Personal data may be processed only with a sound legal basis and for the specified purpose.

1.3 Customer meetings and ethical principles

The meeting follows a clear sequence: reason and scope of the instruction, customer circumstances, needs and priorities, possible solutions, an understandable recommendation and next steps. Ethical advice requires honest information about limitations and interests. Pressure to conclude a sale or a high commission does not justify recommending a product that conflicts with the customer's needs.

A signature does not make up for a missing needs analysis or an unexplained material exclusion. The intermediary clarifies misunderstandings and documents the reasons for the recommendation. A legally permitted waiver of advice or documentation must meet the prescribed conditions.

1.3.1 Customer circumstances and needs

The customer analysis covers family and employment circumstances, income, regular commitments, assets, debts, existing statutory and private entitlements, and foreseeable changes. Distinguish risks that threaten financial security from smaller losses the customer may be able to bear. Needs cannot be determined from age or occupation alone.

Calculation assumption: A household needs EUR 2,400 per month for ongoing expenditure. In the benefit scenario being considered, EUR 1,500 of countable ongoing net income remains available. The calculated shortfall is EUR 900 per month. Inflation, taxes, premiums, benefit duration, waiting periods and other entitlements have not yet been included. This calculation does not establish a final insurance recommendation.

Case assumption: An employee believes that a statutory reduced-earning-capacity pension will pay as soon as they can no longer carry on their previous occupation. Discussion: Statutory reduced earning capacity and private occupational disability have different eligibility conditions. Establish existing entitlements from the person's actual insurance status and the applicable benefit rules.

1.3.2 Customer-oriented solutions

Compare possible solutions with the recorded needs, affordability over time and contractual conditions. Relevant factors include benefit definitions, insured persons, sums insured, exclusions, policyholder obligations, deductibles, commencement, duration and change options. A low premium alone is not a sufficient basis for a decision without examining the benefits.

When replacing an existing contract, examine disadvantages and transition risks. Existing cover must not be given up prematurely before acceptance and commencement of the new cover have been sufficiently clarified. New health questions, waiting periods, exclusions or costs may materially change the decision.

Case assumption: A customer wants to change health insurers solely because the initial premium is lower. Discussion: Examine differences in benefits, acceptance conditions, insurance status, possible financial consequences and long-term affordability. A blanket promise of "more benefits for a lower premium" would be inappropriate without evidence.

1.3.3 Conversation skills and a structured approach

Use open questions to understand the customer's objectives and background, then make the facts specific. Which risk needs protection? Who needs which benefit, and for how long? Which premium can the customer afford over time? What do they mean by comprehensive cover, occupational disability or a guarantee? Summarise the information and resolve ambiguities.

Make comparisons on a consistent basis. Examples can explain conditions, but cannot promise benefits that have not actually been agreed. The customer should be able to explain the main exclusions and their own share of a loss in their own words. Advice documentation clearly records the reason for the meeting, wishes, needs, recommendations and reasons. A list of product names alone is insufficient.

1.4 Customer support

After the meeting, record decisions, outstanding documents and responsibilities. Give the customer the necessary information and documents. Agree the reason and scope of further contact. A one-off contact does not automatically create a continuing duty to monitor every change in the customer's circumstances.

In the event of a change in family, occupation, property or risk, it may be necessary to check the protection. In the event of damage, reporting and participation obligations, deadlines and required supporting documents are explained. A service decision of the insurer is not replaced by an unsecured own payment commitment. Complaints are processed according to the intended procedure and forwarded if necessary to the competent authority.

2. Legal bases

2.1 Contract law

2.1.1 Legal capacity to enter transactions

- **Lack of legal capacity to enter transactions**

What does this mean?
Children under the age of seven and persons with whom the requirements of §104 No.2 BGB are fulfilled are incapacitated. A diagnosis alone does not replace this legal examination; own declarations of will are in principle void according to §105 BGB.

Example:

A baby or toddler at the age of 2 cannot enter into legally valid contracts. For example, if he buys a toy, this contract is fundamentally ineffective because the child is incapable of doing business.

Important:

Business incapacitated persons can only do legally effective business by a legal representative (e.g. parents or guardian).

- **Restricted legal capacity to enter transactions**

What does this mean?

People with limited legal capacity to enter transactions are usually between 7 and 17 years old. You can do certain legal transactions, but not all. So your ability is limited.

Example:
Case assumption: A twelve-year-old child buys a toy. Whether the contract is effective depends, among other things, on prior consent or subsequent approval and on §110 BGB. Payment by the child or a low price alone is insufficient: where this rule is relied on, performance must have been completed using funds provided for that purpose or for free disposal.

Important:
Only legally advantageous statements according to §107 BGB and the requirements of §110 BGB are to be examined separately. A donation may be legally detrimental due to ancillary obligations.

- **Full legal capacity to enter transactions**

What does this mean?
From 18 years of age there is in principle legal capacity to enter transactions; §104 No.2 BGB and other legal peculiarities remain to be examined.

Example:

An adult can sign a lease, buy a car or conclude an employment contract without any consent.

Exception:

For certain transactions, e.g. the establishment of a foundation or marriage contracts, special legal provisions may apply.

QUESTIONS:

1. Was bedeutet Geschäftsunfähigkeit?

a) Eine Person kann alle Rechtsgeschäfte tätigen.
b) Eine Person kann nur im Ausland rechtswirksame Geschäfte tätigen.
c) Die eigene Willenserklärung ist grundsätzlich nichtig; gesetzliche Sonderregeln wie §105a BGB sind gesondert zu prüfen.
d) Eine Person ist nur bei Verträgen mit Freunden eingeschränkt.
e) Eine Person darf nur bestimmte Geschäfte tätigen.

Antwort: c) Die eigene Willenserklärung ist grundsätzlich nichtig; gesetzliche Sonderregeln wie §105a BGB sind gesondert zu prüfen.
English solution · Q0001 · c): An own declaration of intent is generally void. Statutory special rules, such as section 105a BGB, require separate assessment.

2. Wer kann bei geschäftsunfähigen Personen rechtswirksame Geschäfte tätigen?

a) Ein gesetzlicher Vertreter, z.B. Eltern oder Vormund.
b) Der Freund der Person.
c) Nur die Person selbst.
d) Ein Lehrer.
e) Niemand.

Antwort: a) Ein gesetzlicher Vertreter, z.B. Eltern oder Vormund
English solution · Q0002 · a): A legal representative, e.g. parents or guardian

3. Ab welchem Alter gilt man in Deutschland in der Regel als voll geschäftsfähig?

a) Ab 25 Jahren.
b) Ab 21 Jahren.
c) Ab 14 Jahren.
d) Ab 18 Jahren.
e) Ab 16 Jahren.

Antwort: d) Ab 18 Jahren.
English solution · Q0003 · d): 18 years and older.

4. Was dürfen Jugendliche im Alter von 12 Jahren in der Regel ohne Zustimmung der Eltern kaufen?

a) Ein Auto.
b) Einen teuren Fernseher.
c) Einen Hauskauf.
d) Eine Immobilie.
e) Ein vollständig mit hierfür oder zur freien Verfügung überlassenen Mitteln bezahltes Spielzeug, wenn die Voraussetzungen des §110 BGB erfüllt sind.

Antwort: e) Ein vollständig mit hierfür oder zur freien Verfügung überlassenen Mitteln bezahltes Spielzeug, wenn die Voraussetzungen des §110 BGB erfüllt sind.
English solution · Q0004 · e): A toy paid for in full using funds provided for that purpose or for free disposal, provided the conditions of §110 BGB are met.

5. Welche Geschäfte sind bei beschränkter Geschäftsfähigkeit in der Regel auch ohne Zustimmung der Eltern gültig?

a) Keine Geschäfte sind ohne Zustimmung gültig.
b) Alle Geschäfte.
c) Geschäfte, die im Ausland abgeschlossen werden.
d) Geschäfte, durch die der Minderjährige lediglich einen rechtlichen Vorteil erlangt; eine Schenkung mit rechtlichen Belastungen ist nicht automatisch erfasst.
e) Nur Geschäfte über 10.000 Euro.

Antwort: d) Geschäfte, durch die der Minderjährige lediglich einen rechtlichen Vorteil erlangt; eine Schenkung mit rechtlichen Belastungen ist nicht automatisch erfasst.
English solution · Q0005 · d): Transactions that confer only a legal benefit. A gift involving legal burdens is not automatically included.

Notes:

2.1.2 Conclusion of general contracts

1. Declaration of intent
A declaration of will is an expression of the will aimed at achieving a legal effect, which means that one wants to achieve a certain legal consequence through this declaration, for example by entering into a contract or making a commitment.
For example, if you say in a store: "I take the book for 10 euros, then you make a declaration of intent aimed at concluding a purchase agreement.

2. Offer
An offer proposes sufficiently definite contractual terms so that acceptance can conclude the contract. Under section 145 BGB, the offeror is generally bound unless binding effect has been excluded. The offer may lapse through rejection or expiry of the applicable acceptance period; it is not freely revocable merely because acceptance has not yet occurred.
Example: “I offer to sell you my bicycle for EUR 200; you may accept by Friday.”

3. Acceptance
Acceptance is the declaration of intent by which the other party accepts the offer. This brings the contract into existence. Any applicable form requirements must be observed. Acceptance with changes is generally a rejection combined with a new offer (section 150(2) BGB).
Example: Your friend answers: "I accept your offer to buy the bike for 200 euros.

Summary:

- The offer proposes the conclusion of a contract, for example: “I offer to sell you the bicycle for EUR 200.”
- Acceptance is consent, e.g. "I accept your offer."
- Both are declarations of intent which together justify the contract.

General contracts

A contract generally requires corresponding declarations of intent, usually an offer and acceptance. The effectiveness of the parties’ declarations depends on legal capacity, any required representation or consent, and applicable form and other validity requirements. A minor’s involvement does not automatically make the contract ineffective.