

- Das Berufsbild des Versicherungsmaklers -

§ 3 Berufsbild des Versicherungsmaklers

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Der Versicherungsmakler

- ist unabhängig
- ist Betreuer und Vertreter seines Kunden
- gestaltet bedarfsgerecht den Versicherungsschutz und vermittelt die Verträge
- verwaltet die Verträge
- nimmt insbesondere im Schadenfall die Interessen des Kunden wahr
- ist einem fairen Leistungswettbewerb verpflichtet
- Abhängigkeit schließt Maklerstatus aus
- adäquate Organisation und Ausstattung des Maklerbetriebes ist unabdingbar

Auszug aus der Satzung des Bundesverbandes Deutscher Versicherungsmakler

Im Rahmen der Beratung müssen die Wünsche und Bedürfnisse (besser: der objektiv bestehende Bedarf) des Kunden ermittelt werden. Der Kunde ist sodann so zu beraten, wie die Komplexität des Versicherungsprodukts, die Person und die Situation des Kunden dies erfordern. Nach dem Gesetz soll auch die Höhe der Versicherungsprämie Maßstab für die Anforderungen an die Beratung sein. Dies ist ein sicherlich fragwürdiges Kriterium, auf das man sich als Vermittler im Zweifelsfall lieber nicht verlassen sollte. Der dem Kunden erteilte Rat ist schließlich zu begründen, so dass der Kunde auch später noch nachvollziehen kann, aus welchem Grunde er sich für ein bestimmtes Versicherungsprodukt entschieden hat.

Die soeben dargestellte Beratung ist in ihren Grundzügen in einer Beratungsdokumentation wieder zu geben, die der Kunde spätestens vor Abschluss des Vertrages in Textform erhalten muss.

Der Kunde kann auf Beratung und Dokumentation der Beratung verzichten, muss dies jedoch in einer gesonderten schriftlichen Erklärung tun, in der er darauf hingewiesen wird, dass ihm durch den Verzicht Nachteile bei der Verfolgung und Durchsetzung von Schadensersatzansprüchen gegen den Vermittler entstehen können.

Der Versicherungsmakler hat, wie bisher auch schon, aus einer hinreichend großen Zahl von Versicherern und Produkten dem Kunden das zur Erfüllung seiner Wünsche und Bedürfnisse geeignete Angebot zu empfehlen. Diesen Rat hat er - wie auch der Versicherungsvertreter, siehe hierzu oben - zu begründen. Das Gesetz schreibt hier im Wesentlichen fest, was heute bereits durch Rechtsprechung und Handelsbrauch gültig ist. Die Anforderungen des "Best Advice", wie man sie in Großbritannien kennt, wird es in Deutschland nicht geben, gab es auch noch nicht. Maßstab ist vielmehr "suitable Advice"; dies bedeutet, dass eine den Wünschen und dem Bedarf des Kunden angemessene Versicherungslösung zu empfehlen ist.

Literatur

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