Accurate answers when applying for insurance

Insurance broker's guide to pre-contractual disclosure

1. What you need to disclose

Before submitting your declaration to enter into the contract (Vertragserklärung), tell the insurer about risk circumstances known to you that are material to its decision to conclude the contract on the proposed terms and that it has asked about in Textform. If the insurer asks further such questions after your declaration but before accepting the contract, you must answer those too (§ 19(1) VVG).

Depending on the question, this may include health, occupation, activities, previous contracts or losses. Follow the exact wording, the period covered and any exceptions. You do not need to guess what else the insurer might wish to know.

2. What to do before submitting

- Answer fully and truthfully. Do not replace an unknown answer with a guess or an unchecked No. If a question is unclear or you need to verify information, contact the broker before submitting your final declaration.
- Check answers entered for you by another person or copied from a previous questionnaire. Where needed, compare them with the documents available to you.
- If you discover an error or omission, inform the broker and insurer as soon as possible, before acceptance if this is still possible. Identify the answer to be corrected and keep evidence that you sent the correction.
- Keep the insurer's questions, your answers, corrections and documents supplied to you in the versions applicable when you submitted your declaration.

3. What Textform means

Under § 126b BGB, this requires a readable declaration identifying its author on a durable medium. The recipient must be able to retain the declaration addressed to them and reproduce it unchanged, for example as a delivered email or PDF. A website link alone does not establish delivery in Textform.

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4. Possible consequences

An error does not automatically mean that you lose insurance cover. The consequences depend on the circumstances, the degree of fault and the statutory conditions. They may include withdrawal from the contract (Rücktritt), termination for the future (Kündigung) or changes to its terms.

- If the disclosure duty was breached neither intentionally nor through gross negligence, withdrawal under § 19(2) is excluded. Any other consequences also require a statutory basis (§ 19(3)).
- If the insurer would have concluded the contract with accurate information, even on different terms, withdrawal for gross negligence and the termination right under subsection (3) are excluded. Instead, different terms may apply at the insurer's request, with retrospective effect in the cases provided by law (§ 19(4)).
- If an adjustment under § 19(4) raises the premium by more than 10% or excludes the risk concerned, you may terminate without notice within one month of receiving the change notification (§ 19(6)).
- If the insurer withdraws after an insured event, it may still have to pay if the breach did not cause the event or affect its assessment or the assessment or extent of the payment obligation. This exception does not apply to fraudulent non-disclosure (§ 21(2)). The right to challenge the contract for fraudulent misrepresentation remains (§ 22).

5. Health insurance and time limits

Special rules apply to health insurance, including supplementary health cover: § 19(4) does not apply if you are not responsible for the breach (§ 194(1)). The ordinary expiry period under § 21(3) is three years here instead of five; it is ten years for an intentional or fraudulent breach. The law contains an exception for insured events occurring before the period expires. Other conditions govern the exercise of these rights, particularly § 21(1).

6. This guide and the insurer's notice

For the rights under § 19(2)-(4), the law provides for a separate notice from the insurer in Textform explaining the consequences of a breach (§ 19(5)). This general broker's guide does not replace the specific insurer's notice. When applying, also read that insurer's questions, notice and documents for your chosen contract.

Acknowledging this guide is not consent to data processing, a waiver of rights or a release of the broker or insurer from liability.

Official German legislation

§ 19 VVG: https://www.gesetze-im-internet.de/vvg_2008/__19.html
§ 21 VVG: https://www.gesetze-im-internet.de/vvg_2008/__21.html
§ 22 VVG: https://www.gesetze-im-internet.de/vvg_2008/__22.html
§ 194 VVG: https://www.gesetze-im-internet.de/vvg_2008/__194.html
§ 126b BGB: https://www.gesetze-im-internet.de/bgb/__126b.html

Checked on 22 October 2026. This guide explains the main rules; the terms of the specific contract and special statutory provisions also matter.