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**Abstract:**

This article discusses the protection of customers concluding insurance contracts with insurance intermediaries online. The study primarily analyses the German Insurance Contract Act (Versicherungsvertragsgesetz, VVG) and relevant supplementary regulations, comparing these with Polish law. The authors explore whether different approaches to regulating insurance intermediaries enhance the protection of online insurance clients. Furthermore, the German implementation of the Insurance Distribution Directive (IDD) within its private law framework and the adequacy of this implementation for online customers' protection are evaluated. A comparison of the German and Polish law reveals many similarities and some differences concerning the classification of insurance intermediaries, the scope of the duty to advise, the duties to provide information, and specific requirements for fulfilling these duties. In contrast to Polish law, which clearly identifies two classes of intermediaries (agents and brokers), in the context of German law, one may argue that a third class has been recognised – a service that compares insurance offers online. Arguably, this ambiguity in the structure adopted under German law undermines legal certainty. At the same time, the fact that German law recognises the concept of pseudo-broker (Anscheinsmakler) tends to increase the protection of client interests. While German law imposes the duty to provide advice on all insurance intermediaries,

in exceptional cases it allows brokers not to include all available market offers in the product analysis. By contrast, Polish law always requires a comprehensive market analysis from brokers, but imposes no advisory duty on agents. Additionally, in German law the intermediaries' duty to specify customer's demands and needs may be limited, compared to the Polish law. Differences between Polish and German provisions on advisory duty result in a better protection for the clients of insurance brokers in Poland, while the clients of insurance agents are better protected under German law. The authors also discuss duties to provide information imposed on intermediaries. German law obliges intermediaries to provide detailed information about themselves at the first contact with the customer. By contrast, Polish law requires less immediate disclosure of certain information, potentially delaying full transparency.

Furthermore, the paper examines the formal and technical requirements for fulfilling advisory and informational duties online. It identifies a gap in German law concerning the requirement to provide a free paper copy of electronically delivered information, a standard that is mandated by IDD and recognised under Polish law. Compared to the standard of IDD, this and several other omissions in the German VVG illustrate the risks that national legislators face when implementing EU directives. The authors conclude that both legal systems aim to protect insurance customers to a similar extent (as stipulated by the IDD), although through different regulatory structures. The German system tends to be slightly more flexible, allowing for a more individualised approach, but may also create inconsistencies in customer protection. On the other hand, the Polish regulation offers a more standardised and, arguably, more comprehensive protection framework. Despite these differences, both regulatory approaches appear to effectively protect the interests of insurance customers within the framework set by the IDD – both in conventional contracting and digital environment.