Not a product claim — no resolver, pilot data, or implementation referenced.

Applicability Matrix

“Wirtschaftlicher Totalschaden” (economic total loss)

A single, ordinary business term can legitimately mean two different things depending on context — and the choice between them carries real financial consequence. No system, mechanism, or vendor is required to see this. The problem exists independent of any solution.

The Term

Wirtschaftlicher Totalschaden (economic total loss) appears throughout German motor insurance (Kfz-Versicherung). It has two legitimate, currently coexisting definitions:

- Meaning A (BGH case law, applied in Haftpflicht / third-party liability practice): total loss when repair costs (Reparaturkosten) exceed the Wiederbeschaffungsaufwand — replacement value (Wiederbeschaffungswert) minus residual value (Restwert).
- Meaning B (GDV Kasko model conditions / Musterbedingungen): total loss when repair costs (Reparaturkosten) exceed the full replacement value (Wiederbeschaffungswert), with no residual-value (Restwert) deduction.

Both are real, both are currently in active use, and neither is “wrong.” They simply answer different questions for different claim types (Schadenarten).

The Matrix

The rows below are ordered to follow the realization, not the arithmetic. Start with the row that asks the deepest question; the rest follow from it.

#	Repair Est.	Replacement Value (Wiederbeschaffungswert)	Residual Value (Restwert)	Outcome — Meaning A	Outcome — Meaning B	What Diverges
1	€4,700	€5,000	€500	Total loss (Haftpflicht context)	N/A — filed under Kasko, different definition applies entirely	Identical facts. Different claim context. Different legitimate answer. No single “correct” outcome exists independent of context.
2	€4,700	€5,000	€500	Total loss	Not total loss	Different settlement method applies entirely (lump-sum payout vs. repair reimbursement)
3	€4,900	€5,000	€500	Total loss	Not total loss	Same divergence — different compensation calculation applies
4	€5,000	€5,000	€500	Total loss	Borderline / at threshold	Outcome depends entirely on which definition the case is filed under
5	€6,200	€5,000	€500	Total loss	Total loss	Both agree on the headline outcome — but

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#	Repair Est.	Replacement Value (Wiederbeschaffungswert)	Residual Value (Restwert)	Outcome — Meaning A	Outcome — Meaning B	What Diverges
						the compensation calculation still differs, since one definition nets out residual value (Restwert) and the other doesn't
6	€4,700	€15,000	€1,200	Total loss	Not total loss	Same ambiguity recurs at a different price tier — vehicle value doesn't resolve it
7	€4,200	€5,000	€500	Not total loss	Not total loss	Agreement — no exposure here (included for contrast, to show the divergence isn't universal)

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What This Shows

- Row 1 is different in kind, not just degree. Same repair estimate, same replacement value (Wiederbeschaffungswert), same residual value (Restwert) — identical facts. The only thing that changes is which claim type (Schadenart) the case sits in. And that alone is enough to make both outcomes legitimate. There is no "right" definition sitting independently of context, waiting to be chosen correctly. The context is part of what determines the meaning.
- Rows 2–4 and 6 might look, at first glance, like someone simply "used the wrong definition." They're real divergences, but a skeptical reader can imagine a fix: pick the right one, train people better, write clearer rules.
- Row 5 raises the stakes further: even when both definitions agree on the headline outcome, the underlying calculation still diverges. Agreement on the label doesn't mean agreement on the consequence.
- Row 7 is included for contrast — the divergence isn't universal, it's conditional. That matters, because a real problem has to be intermittent and recognizable, not constant noise.
- Put together: this case is not fundamentally a vocabulary problem, where someone forgot to write the correct definition down. It's an applicability problem — the same term, sometimes the same facts, can require two different valid answers depending on a circumstance that isn't always obvious from the data itself.

What This Does Not Show

This matrix does not demonstrate that any system — WikiSure or otherwise — resolves this ambiguity well, consistently, or at scale. It only demonstrates that the ambiguity is real, recurring, and financially material. Whether a mechanism can reliably determine which meaning applies, across variation, without case-by-case expert judgment, is a separate and still-open question.

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Evidence Summary

Strongly evidenced by this matrix	Not evidenced by this matrix
Multiple legitimate meanings exist for the same term.	That any particular mechanism resolves the problem.
Context affects which meaning legitimately applies.	That applicability determination can be automated reliably.
Different meanings can produce different operational outcomes.	That governance improves consistency in practice.
Financial and procedural consequences can follow from the choice.	That a system can consume the result without expert oversight.

The Question

> *If both meanings are legitimate, and both outcomes are defensible, how should a human, system, or AI determine which meaning applies in a specific case?*

More importantly: how can that determination be made consistently — across thousands of similar cases, by different people and different systems, over years — without relying on case-by-case expert judgment every time?

This is a category-evidence artifact (MeaningRoom-style), not a product claim. No resolver, pilot data, or implementation is referenced. Figures are illustrative, constructed to demonstrate a real and documented legal/regulatory distinction (BGH jurisprudence vs. GDV Kasko model wording), not drawn from an actual claim file.

Related Materials

WikiSure Architecture White Paper — the proposed mechanism for the category of problem this artifact documents (Meaning Conflict vs. Applicability Variation), tested against Coverage, Risk, and Customer. This artifact does not claim that paper's mechanism resolves the Totalschaden case; the two remain independent.

WikiSure Use Case Map (Sales / Investor Appendix) — situates this kind of category evidence within a broader, tiered view of where the underlying distinction is evidenced versus still speculative.