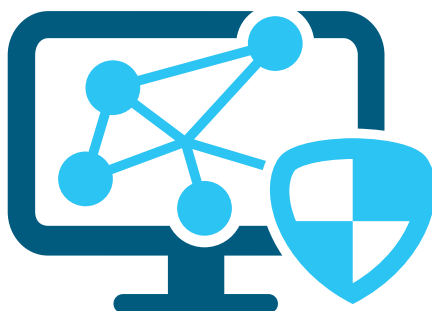


# PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS ITALY



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# GENERAL PROVISIONS

Supplementary Conditions for Insurance Contracts under Italian Law 2021. In addition to/deviation from the agreed insurance conditions, the following applies:

## J. PREMIUMS

### 1. First or one-time premium

The one-time or first premium must be paid immediately following receipt of the insurance policy. In the event that the one-time or first premium has not been paid at the time of the insured event, the insurer is not obliged to provide benefits unless the policyholder is not responsible for the non-payment. At the same time, the insurer shall only be released from the obligation to pay if the insurer has notified the policyholder of this legal consequence that results from the non-payment of the premium either by a separate notification in text form or a conspicuous reference in the insurance policy.

The insurance contract terminates automatically six months after the due date of the insurance premium if the policyholder is still in default regarding the payment of premiums and the insurer does not bring a recovery action within these six months.

### 2. Follow-up insurance premiums

Follow-up premiums must be paid immediately following receipt of the premium invoice. In the event a follow-up premium is not paid in a timely manner, the insurer may set a payment deadline for the policyholder in text form and at the latter's cost, which must be at least two weeks. This notification is only valid if it lists the outstanding premium amounts, interest and costs in detail, and outlines the legal consequences that are associated with the expiry of this deadline. In the case of combined contracts, the insurer will indicate each amount separately. The insurer is released from the obligation to pay if the insured event occurs after fourteen days after the due date of the insurance premium, and the policyholder is in default regarding the payment of premiums or interest or costs.

The insurance contract terminates automatically six months after the due date of the insurance premium if the policyholder is still in default regarding the payment of premiums and the insurer does not bring a recovery action within these six months.

[...]

## L. PRE-CONTRACTUAL NOTIFICATION OBLIGATIONS

[...]

### 2. Consequences of violation of obligation

The insurer may withdraw from the contract if the policyholder violates his obligation to provide correct and full information regarding risk-related circumstances. This does not apply if the policyholder did not violate his notification obligation in an intentional or grossly negligent manner. In that case, the insurer shall nevertheless have the right to terminate this contract with a notice period of one month.

The insurer loses its right to challenge the contract if, within three months from the day it became aware of the misrepresentation, the insurer fails to notify the insured of its intention to challenge the contract. If an insured event occurs within these three months, the insurer is released from the obligation to pay.

If the insured event occurs before the insurer has knowledge of the misrepresentation or before the insurer has notified the insured of the intention to withdraw from the contract, indemnity is reduced in proportion to the difference between the premium agreed upon and the premium which would have been charged if the circumstance was known.

[...]

## N. APPLICABLE LAW AND PLACE OF JURISDICTION

### 1. Applicable law

Italian law shall apply to this contract.

### 2. Place of jurisdiction for lawsuits against the insurer

The court with subject-matter jurisdiction in Rome shall have exclusive jurisdiction for actions against the insurer arising from this insurance contract, unless the court with subject-matter jurisdiction in Munich (Germany) is legally permissible.

### 3. Place of jurisdiction for lawsuits by the insurer

Actions against the policyholder may be brought before the court with subject-matter jurisdiction in Rome, before the court of Italy with subject-matter jurisdiction for the policyholder's place of residence or business, unless the court with subject-matter jurisdiction in Munich (Germany) is legally permissible.

However, mandatory statutory provisions on the jurisdiction of the court and the applicable law remain unaffected.

## Q. CONTACT PERSONS

### 1. Policyholder

The policyholder is required to immediately notify the insurer of changes to his address or name. Notifications, in particular declarations of intent, which are directed to the most recent address of the policyholder known to the insurer, shall be deemed received at such time as they would have been received by the policyholder without a change in address or name and with regular delivery.

### 2. Broker

The broker who is responsible for the insurance contract is hereby authorised to receive notifications and declarations of intent by the policyholder, co-insured persons and the insurer.

### 3. Insurer

Markel Insurance SE  
Sophienstraße 26  
80333 Munich

Represented by the Management Board: Frederik Wulff, Dr. Ulf Spessert

### 4. Complaints

Complaints may be addressed to the insurer, its contract administration and the Istituto per la Vigilanza sulle Assicurazioni - IVASS (via del Quirinale 21, 00187 Roma).

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