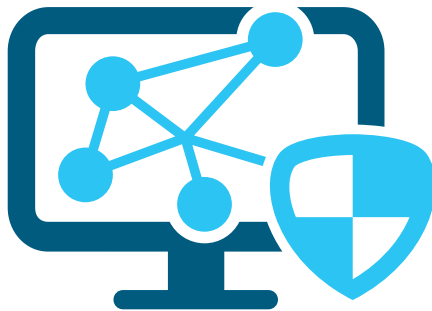


PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS FINLAND



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GENERAL PROVISIONS

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

G. INSURED PERIOD

[...]

2. Extended reporting deadline

Insurance coverage pursuant to the terms and conditions will also exist for insured events reported up to ten years after termination.

[...]

I. OBLIGATIONS AFTER THE OCCURRENCE OF THE INSURED EVENT

1. Notification of certain circumstances

The policyholder must inform the insurer of the following without delay, but at least after one year after discovery:

- the occurrence of an insured event, the submission of a liability claim directed at the policyholder or co-insured persons,
- court or investigative proceedings, court orders, arrests, penalty orders, third party notices, temporary injunctions, independent proceedings for the taking of evidence and applications for assistance with litigation charges by the claimant, which are directed against the policyholder or co-insured persons,
- in line with the environmental liability or environmental damages insurance policy, a disruption to operations, an official order or official action directed at the policyholder, as well as information obligations incumbent on him vis-à-vis authorities in charge.

[...]

J. PREMIUMS

[...]

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 the expiry of the deadline, and the policyholder is in default regarding the payment of premiums or interest or costs.

After the expiry of the deadline, the insurer may terminate the insurance contract without a notice period, if the policyholder is in default with regard to the payment of owed amounts. The insurer may combine the termination and the definition of the payment deadline to the effect that the termination takes effect upon expiry of this deadline if the policyholder is in payment default at that time. The insurer will expressly advise the policyholder of this consequence when the termination is issued. The termination is not valid if the policyholder submits the payment within one month after the termination or the expiry of the deadline, unless the insured event has already occurred.

If a failure to pay a premium has resulted from policyholder's financial difficulties, the insurance is not terminated until the impending circumstance has ceased to exist or three months has elapsed from the closing of the notice period

[...]

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.

If the policyholder or insured has failed to provide information fraudulently, the insurer is not bound by the insurance contract and the insurer is also entitled to keep premiums already paid. If, on the other hand, the policyholder or insured has, wilfully or for non-minor negligence, failed to provide information, the compensation may be reduced or denied.

[...]

M. TERM OF THE INSURANCE CONTRACT AND NOTICE PERIODS

[...]

2. Contract renewal and general notice period

This insurance contract has been concluded for the duration specified in the insurance policy. It will be automatically extended by another year unless it is terminated by the insurer under acceptable reason with a notice period of one month at the end of the current insurance period. The policyholder is entitled to terminate the insurance contract at any time without a notice period.

3. Termination after occurrence of an insured event

Neither party is entitled to terminate the insurance after the occurrence of an insured event. The policyholder is however entitled to terminate an insurance contract at any time during an insurance period.

[...]

N. APPLICABLE LAW AND PLACE OF JURISDICTION

1. Applicable law

Finnish law shall apply to this contract.

2. Place of jurisdiction for lawsuits against the insurer

The court with subject-matter jurisdiction in Helsinki 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 Helsinki, before the court of Finland 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 the time they would have been received by the policyholder without a change in address or name and with regular delivery.

2. Tied agent (exali.com)

According to the principle of a central contact person, exali.com as a tied agent personally manages this contract and is authorised to receive notifications and declarations of intent from the policyholder, the co-insured persons and the insurer Markel. Thus, notifications and declarations by the policyholder are deemed to have been received by the insurer when they are received by exali.com. Separate notification of the insurer Markel is no longer necessary in this case.

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 Finish Financial Supervisory Authority (FIN-SA, P.O. Box 103, 00101 Helsinki).

exali AG
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exali AG is an insurance broker which is
licenced according to Art. 34d (1) GewO.
Registration number: D-717T-30RVX-36
In Denmark, Finland and Sweden exali AG acts as a
tied agent for Markel Insurance SE.



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