PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS CROATIA





GENERAL PROVISIONS

Supplementary Conditions for Insurance Contracts under Croatian 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 policy holder 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.

As long as the one-time or first premium has not been paid on time, the insurance agreement terminates after 30 days from the day the policyholder received a payment reminder (registered letter) from the insurer with notification that the premium is due. In any case the insurance agreement is terminated if the premium is not paid after one year past its due date.

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 on time, the insurer may set a payment deadline for the policyholder in written form and at the latter's cost, which must be 30 days. In the case of combined contracts, the insurer will indicate each amount separately. If the premium has not been paid within 30 days from the day the policyholder received a payment reminder (registered letter) from the insurer with notification that the premium is due, the insurance agreement will be invalid.

[...]

N. APPLICABLE LAW AND PLACE OF JURISDICTION

1. Applicable law

Croatian law shall apply to this contract.

2. Place of jurisdicition for lawsuits against the insurer

The court with subject-matter jurisdiction in Zagreb 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 Zagreb, before the Croatian court 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. Broker (exali.com)

According to the principle of a central contact person, exali.com as an insurance broker 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 can be addressed to the insurer, its contract administration and the Financial Services Authority (HANFA, Zagreb, Franje Račkog 6.).



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Tax number: 103/120/20667
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Registration number: D-717T-30RVX-36



