

# CLAIM FORM EXALI.COM

## Dear Customer,

In order to be able to process your claim as efficiently as possible, we kindly ask you to provide as much information as possible about the damage event. Please answer all questions that apply to your case on page two and send them to the exali.com customer support team as soon as possible (**Email: [claim@exali.com](mailto:claim@exali.com)**).

## How to report a claim

In case this is your first time making a claim, we would like to offer you some helpful information on how to behave correctly in case of a damage event:

- Keep calm and do not let the injured party force you into taking actions quickly and without thinking.
- Do not make any premature commitments, admissions of fault, or concessions.
- Do not make any payments without the consent of your insurer.
- Do not waive any claims unless your insurer instructs you to do so.
- Please forward any relevant correspondence (letters, e-mails, etc.) directly to us (stating your claim reference number if you have one).
- Please provide all relevant documents relating to your respective claim (contracts, invoices, requirement/specification sheets, terms of use, terms and conditions, etc.).
- Forward the injured party's claim to us (in the event of third-party damages) or a description of your own damages together with your claim.
- Please also describe the overall relationship between you and any sub-contractors, providers or end customers.
- If additional important information comes to light after you submit your claim report, please forward this to us or the claims settlement team (stating your claim reference number if you have one).

## Please also note:

- As policyholder, you are obliged to comply with the obligations listed in Section I of the Terms and Conditions.
- If your insurer pays out damages, then your contractually agreed excess will be deducted as applicable.
- Correspondence with exali.com or your insurer regarding the progress of your claim, in particular assessments and guidelines on next steps, must be treated confidentially and may only be passed on to the injured party or claimant after consultation with your designated loss assessor.

If you have any further questions, please do not hesitate to call us at **+49 (0) 821 / 80 99 46 - 0**.

Best regards,



Tino Wiedemann  
Team Leader Customer Support

## 1. Insured

Name:	Insurance Policy No.:
Street:	Claim number:
Post Code:	Account holder
City:	IBAN:
E-mail:	BIC:
Phone:	Credit institution:

## 2. Claimant (damaged party)

Name:	Account holder:
Street:	IBAN:
Post Code:	BIC:
City:	Credit institution:
E-mail:	File reference:
Phone:	

## 3. Questions

1. What is the amount of the claim made (including reference to the currency, if applicable)?
2. When was the claim reported or filed for the first time?
3. When was the (supposed) mistake made?
4. When did the (supposed) claim become evident or happen for the first time?

### 3. Questions

5. Who made the (supposed) mistake? [if known: name und position (employee/freelancer/subcontractor/others)]

6. What was the (supposed) mistake?

7. What (supposed) damage was caused by the mistake?

8. Please describe the circumstances, which in your opinion, led to the (supposed) damage:

### 3. Questions

9. Is the claim in your opinion justified or unjustified? Why? Is there in your opinion any reason to believe that the claimant contributed to the damage?

10. Did you previously have a Professional Indemnity Insurance?

Yes, from

to

No

With which company?

If yes, please enclose the complete contract documents!

11. Please attach all documents (e.g. notes during consultation, correspondence, other notes etc.) that are relevant to the evaluation of the claim.

If this form is not sufficient to completely describe the claim please include the details in your email, fax or letter. Please make sure to identify the specific paragraph you are referring to.

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Place, Date

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Signature

## NOTICE OF CONSEQUENCES IN CASE OF BREACHES OF OBLIGATIONS AFTER AN INSURED EVENT HAS OCCURRED

Dear Customer,

When an insured event happens, we need your help. Insurance contracts stipulate certain obligations (also known as covenants) in this regard. Please find comprehensive information on these obligations below:

### **Obligations to provide and clarify information**

Based on the contractual agreements we have concluded with you with you, we may demand from you that you provide us and your insurer with any information which we require after an insured event has occurred in order to assess your case or determine to what extent you are obliged to provide indemnification (obligation to provide information). You are also obliged to provide us and your insurer with all the information we need to clarify the facts of the case (obligation to clarify). We can also demand that you provide us and your insurer with evidence, insofar as such can be reasonably expected of you.

### **Release from obligation to provide indemnification**

Although we are not assuming that you would behave in such a way in case of a damage event, based on our cooperation so far, we would nevertheless like to refer you to the following point given its particular significance: If you intentionally provide us with false information, or if you intentionally fail to provide any information or evidence which we request, in violation of your contractual agreements, then it is likely that you will lose your right to an insurance payout, either partially or entirely. However, even if you breach your obligations to provide and clarify information, or your obligation to obtain evidence, your insurer is still liable to provide indemnification insofar as you can demonstrate that your intentional or negligent breach of obligations had no effect on our assessment of the insured event or on our assessment or the extent of our obligation to provide indemnification. If you commit a fraudulent breach of your obligation to provide or clarify information, or your obligation to obtain evidence, your insurer will in any case refuse to provide indemnification.

### **Note**

If it is not you but a third party who has a right to a contractual performance, then this party is also obliged to provide or clarify information, and to obtain evidence.