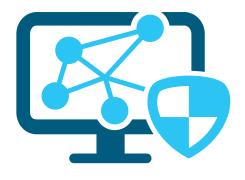
# PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS LITHUANIA





# **GENERAL PROVISIONS**

Supplementary Conditions for Insurance Contracts under Lithuanian 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 in a timely manner, the insurer shall be entitled to withdraw from the contract by giving at least 30 days notice that the insurance contract will be terminated, unless the policyholder is not responsible for the non-payment. The termination is not valid if the policyholder submits the payment within 30 days from the date of receiving the notice.

# 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 30 days. 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.

[...]

# 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, not later than within two months from becoming aware of

such circumstances, propose the policyholder to change the insurance contract. If the policyholder refuses to do so and does not respond to the submitted proposal within one month, the insurer has the right to terminate this contract with a notice period of one month.

If the insurer, being aware of the circumstances which have not been disclosed by the policyholder through negligence, would have not executed the insurance contract, the insurer, within two months from becoming aware of that, shall be entitled to claim termination of the insurance contract. Upon occurrence of the insured event, the insurer shall be entitled to refuse to pay the insurance indemnity only if it proves that not a single insurer, being aware of the circumstances which have not been indicated by the policyholder through negligence, would have executed the insurance contract.

[...]

# 4. Notification obligations of co-insured persons

The policyholder's notification obligations and the legal consequences of an infringement of the same don't apply accordingly to the co-insured persons. All relevant information (inculuding information about the co-insured persons) must be provided by the policyholder.

# 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. The policyholder is entitled to terminate the insurance contract at any time without giving reasons for the termination.

### 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

Lithuanian law shall apply to this contract.

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

The court with subject-matter jurisdiction in Vilnius 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 Vilnius, before the Lithuanian 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 such time as 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 may be addressed to the insurer, its contract administration and the Bank of Lithuania (Gedimino pr. 6, LT-01103 Vilnius).

exali AG Chairman of the Supervisory Board Dirk Czaya Executive Board: Ralph Günther (Chair), Alexander Schmid Headquarter: Franz-Kobinger-Straße 9 86157 Augsburg, Germany Register court: HRB no. 34272 District Court Augsburg

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