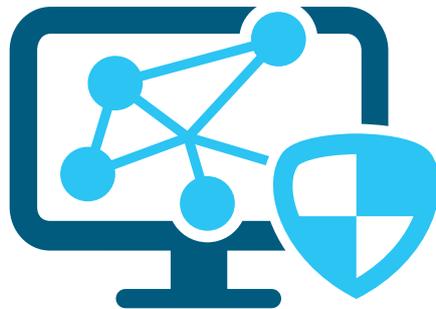


# PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS

THE NETHERLANDS



My business. My Insurance.

**exali**.com

# GENERAL PROVISIONS

Supplementary Conditions for Insurance Contracts under Dutch 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.

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, unless the policyholder is not responsible for the non-payment.

### 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, 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.

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 nevertheless have the right to terminate this contract with a notice period of one month.

The insurer may only invoke the consequences of a breach of the pre-contract duty of disclosure by the policyholder if the insurer notifies the insured within two months from the discovery of such breach, pointing out the consequences.

[...]

## N. APPLICABLE LAW AND PLACE OF JURISDICTION

### 1. Applicable law

Dutch law shall apply to this contract.

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

The court with subject-matter jurisdiction in Amsterdam 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 Amsterdam, before the Dutch 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 Dutch Authority for the Financial Markets (AFM, Vijzelgracht 50, 1017 HS Amsterdam, The Netherlands).

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

Tax office Augsburg  
Tax number: 103/120/20667  
exali AG is an insurance broker which is  
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