PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS PORTUGAL





GENERAL PROVISIONS

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

I. OBLIGATIONS AFTER THE OCCURRENCE OF THE INSURED EVENT

[...]

4. Ceding the management of the proceedings to the insurer

In the event of out-of-court or court-based legal disputes or arbitration proceedings regarding a liability claim, the policyholder must cede the management of the proceedings to the insurer, provide the lawyer appointed or designated by the insurer with a power of attorney, and provide all information.

If the policyholder does not approve of the lawyer appointed or designated by the insurer, he may appoint another lawyer in consultation with the insurer.

[...]

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 in a timely manner, the insurance contract automatically terminates on the day of its conclusion.

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 insurance contract automatically terminates.

[...]

L. PRE-CONTRACTUAL NOTIFICATION OBLIGATIONS

[...]

5. Notification of a multiple insurance situation

If a risk relating to the same interest and for the same period is insured with more than one insurer, the policyholder must inform all insurers of this fact.

M. TERM OF THE INSURANCE CONTRACT AND NOTICE PERIODS

[...]

2. Contract renewal and 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 one of the parties with a notice period of 30 days at the end of the current insurance period.

3. Termination after occurrence of an insured event

Each party shall be entitled to terminate the insurance contract after a sequence of claims. This is the case if two insured events happen within one year, and the insurer has accepted the policyholder's claims for release after the occurrence of the insured events, or he has refused the same without good reason. This also applies if the insurer instructs the policyholder to accept a possible legal dispute regarding the claims of the third party.

Terminations may only be issued within one month of the acknowledgement or rejection of the release of claims or the legal validity of the judgement issued in the legal dispute with the third party. The insurer and the policyholder must adhere to a notice period of 30 days.

[...]

N. APPLICABLE LAW AND PLACE OF JURISDICTION

1. Applicable law

Portuguese law shall apply to this contract.

2. Place of jurisdicition for lawsuits against the insurer

The court with subject-matter jurisdiction in Lisbon 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 Lisbon, before the Portuguese 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 Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF) (Av. da República 76, 1600-205 Lisboa).



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 licensed according to Art. 34d (1) Gew0. Registration number: D-717T-30RVX-36



