PROFESSIONAL INDEMNITY

FOR DIGITAL PROFESSIONS

COUNTRY SPECIFICATIONS ROMANIA





GENERAL PROVISIONS

Supplementary Conditions for Insurance Contracts under Romanian Law 2023. In addition to/deviation from the agreed insurance conditions, the following applies:

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 20 days.

[...]

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 unless it is terminated by one of the parties at any time without giving reasons for the termination. In the case of termination, the policyholder is entitled to terminate the insurance contract without a notice period. The insurer is entitled to terminate the insurance contract with a notice period of 20 days.

3. Termination after occurrence of an insured event

Neither party is entitled to terminate the insurance after the occurrence of an insured event. Both parties are however entitled to terminate an insurance contract at any time. In the case of termination, the policyholder is entitled to terminate the insurance contract without a notice period. The insurer is entitled to terminate the insurance contract with a notice period of 20 days.

[...]

N. APPLICABLE LAW AND PLACE OF JURISDICTION

1. Applicable law

Romanian law shall apply to this contract.

2. Place of jurisdicition for lawsuits against the insurer

The court with subject-matter jurisdiction in Bucharest 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 Bucharest, before the Romanian 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 may be addressed to the insurer, its contract administration and the Romanian Financial Supervisory Authority (Autoritatea de Supraveghere Financiară (ASF), 15 Splaiul Independenței, District 5, PO 050092, Bucharest).



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