

SPLOŠNI POGOJI
za zavarovanje naprav
ALL-SI/A1.zavarovanje/18-1

Uvodno

1. člen

(1) Splošni pogoji za zavarovanje naprav ALL-SI/A1.zavarovanje/18-1 (v nadaljevanju: Pogoji) so sestavni del zavarovalne police sklenjene med Zavarovalnico in Partnerjem, ki opredeljuje zavarovanje Naprav v t.i. skupinski zavarovalni shemi, kateri Zavarovanec pristopa s podpisom Pristopnice in plačilom zavarovalne premije.

2. člen

Naslednji izrazi v Pogojih imajo naslednji pomen:

Zavarovalnica;

Allianz zavarovalnica, podružnica Ljubljana, Dimičeva ulica 16, 1000 Ljubljana;

Partner;

A1 Slovenija, d.d., Šmartinska cesta 134b, 1000 Ljubljana, pri katerem se lahko pod določenimi pogoji sklene zavarovanje Naprav, ki pomeni dopolnitev oziroma je v povezavi s storitvami, ki jih ta izvaja v okviru svoje dejavnosti;

Zavarovanec;

kupec Naprave, ki je predmet zavarovanja, kateremu s podpisom Potrdila o zavarovanju in plačilom zavarovalne premije pripadajo pravice iz Zavarovalne police;

Pristopnica;

je dokazilo o sklenjenem zavarovanju Naprave in vključuje podatke o Zavarovancu (osebni podatki, podatki o pravni osebi in pooblaščenim osebam), podatke o zavarovani Napravi (model, IMEI številka) in začetek zavarovalnega kritja. Zavarovanec s podpisom (elektronskim ali fizičnim) izraža neizpodbitno voljo za pristop k skupinski zavarovalni shemi. Pristopnica predstavlja pisno dokazilo o sklenjenem zavarovalnem kritju. S podpisom Pristopnice Zavarovanec pooblašča Partnerja, da prejeto Zavarovalno premijo iz naslova zavarovanja, v njegovem imenu, posreduje na račun Zavarovalnice;

Zavarovalna premija;

znesek vplačan za zavarovanje Naprave razviden iz Partnerjevega računa, ki ga ta izstavlja na mesečni ravni do izteka Zavarovalnega obdobja;

Zavarovalna vsota;

maksimalna višina zavarovalnine, ki jo je Zavarovalnica dolžna izplačati po sklenjeni zavarovalni polici in Pogojih;

Zavarovalno obdobje;

časovno opredeljeno Zavarovalno kritje, ki za znaša največ 24 mesecev, razen v primerih, ko je s Pogoji določeno drugače;

GENERAL TERMS AND CONDITIONS
for insurance of appliances
ALL-SI/A1.zavarovanje/18-1

Introductory

Article 1

(1) General Terms & Conditions for insurance of appliances ALL-SI/A1.zavarovanje/18-1 (hereinafter: Conditions) form the integral part of the insurance policy concluded between Insurer and Partner, specifying insurance of Appliances in so called Group insurance scheme, to which the Insured accesses with signing the Application form and the payment of insurance premium.

Article 2

Some terms of reference in the Conditions herewith have the following meaning:

Insurer;

Allianz zavarovalnica, podružnica Ljubljana, Dimičeva 16, 1000 Ljubljana;

Partner;

A1 Slovenija, d.d., Šmartinska cesta 134b, 1000 Ljubljana, whereby under certain conditions the insurance of Appliance can be concluded. The insurance is the supplementation or is in connection with the services that Partner is executing in the context of its activities;

Insured;

the buyer of the Appliance, that is subject of insurance, to whom with the signing of Certificate and with the payment of insurance premium belong the rights from insurance policy;

Application form;

a written document given of insurance of Appliance and contains information about the Insured (personal data, data of legal person and authorized person), Appliance (model, IMEI number) and information about the start of Insurance period. Once signed (electronically or physically) by the person giving this statement, represents an incontestable expression of willingness of the person giving this statement to become an Insured Person under the Group insurance scheme. With the signature of Application Form, Insured authorises Partner to transfer, on insured's behalf, received premium from Insurance policy to the account of Insurer;

Insurance premium;

an amount paid for insurance of Appliance, written on invoice issued by Partner on the monthly basis till the end of Insurance period.

Sum insured;

the maximum amount of Indemnification, which Insurer is obliged to pay upon Insurance policy nad Conditions;

Insurance period;

timely defined period of Insurance cover of at most 24 months, except specified differently by Conditions;

Zavarovalno kritje;

skladno s Pogoji časovno, teritorialno in po višini omejen obseg zavarovanih nevarnosti za katere je zavarovana Naprava;

Naprave;

označene nove naprave kupljene pri Partnerju oziroma njihove nadomestitve v primeru Popolne škode, vse v kolikor je Zavarovanec Partnerjev naročnik;

Nadomestna naprava;

nova naprava istega modela, kvalitete in vrednosti, ki v času poravnave škode ne presega Zavarovalne vrednosti in jo Zavarovanec prejme v primeru Popolne škode na Napravi;

Lastni delež;

delež škode, ki ga Zavarovalnica ne povrne in je breme Zavarovanca;

Delna škoda;

škoda na Napravi, katere stroški popravila ne presegajo Zavarovalno vrednost naprave.

Popolna škoda;

škoda na Napravi, katere stroški popravila presegajo Zavarovalno vrednost Naprave ali popravilo Naprave tehnično ni mogoče oz. ni ekonomično ali če tako določajo pravila proizvajalca Naprave ali v primeru obstoja utemeljenega zahtevka iz naslova zavarovalnega kritja Vlomska tatvina in rop;

Zavarovalna vrednost;

predstavlja maloprodajno vrednost nove Naprave, ki jo je Zavarovanec plačal Partnerju;

Zakonsko zahtevana proizvajalčeva garancija;

obvezno z zakonom ali drugim predpisom predpisano jamstvo proizvajalca Naprave, prodajalca Naprave ali drugega podjetja za odpravo napak, zamenjavo naprave, vračilo kupnine ali za drugo obliko varstva kupca v primeru, da Naprava ne deluje brezhibno ali nima lastnosti, ki so navedene v garancijskem listu ali oglaševalskih sporočilih oz. je Naprava poškodovana ali uničena zaradi napake pri oblikovanju, izračunih, servisiranju ali sestavljanju pri proizvajalcu;

Dodatna (prostovoljna) proizvajalčeva garancija;

prostovoljno dodatno jamstvo proizvajalca Naprave, prodajalca Naprave ali drugega podjetja, ki ni Zavarovalnica, v času veljavnosti obvezne garancije ali po njenem izteku za odpravo napak, zamenjavo Naprave, vračilo kupnine ali za drugo obliko varstva kupca v primeru, da Naprava ne deluje brezhibno ali nima lastnosti, ki so navedene v garancijskem listu ali oglaševalskih sporočilih oz. je Naprava poškodovana ali uničena zaradi napake pri oblikovanju, izračunih, servisiranju ali sestavljanju pri proizvajalcu;

Naključna škoda;

zavarovalno kritje, ki ga Zavarovalnica zagotavlja v primeru pogodbeno dogovorjenih poškodb naprav in niso zajete med Zakonsko zahtevano proizvajalčevo garancijo oziroma Dodatno

Insurance cover;

in accordance with the Conditions time, territorial and by height limited scope of insurance perils for which Appliance is insured;

Appliances;

designated new devices bought at Partner or its replacements in the case of Total loss, all as long as the Insured is subscribed at Partner;

Replacement device;

new appliance of the same type, quality and value, which at the time of the damage settlement does not exceed the Insured value of Appliance and received by Insured in the case of Total loss of Appliance;

Own share;

share (amount) of damage, which is not reimbursed by the Insurer and is a burden of the Insured;

Partial loss;

loss on Appliance, when the repair costs do not exceed the Insured value of the Appliance.

Total loss;

loss on Appliance when the repair costs exceed the Insured value of the Appliance or when repair of Appliance is technically, or economically not possible, or when rules of manufacturer of the Appliance determine so, or in case of insured peril Burglary with theft and robbery;

Insured value;

retail purchase price of new Appliance, paid by Insured to Partnerju;

Statutory required warranty of the manufacturer;

mandatory by the statute or other regulation determined warranty of the manufacturer of the appliance, of the seller of the appliance or of the other company providing the elimination of defects, replacement of the appliance, return of the purchase price or other type of consumer protection in case the appliance does not operate perfectly or does not have the characteristics stated in the warranty or in the advertising material or in case of damage or demolition of the appliance due to the manufacturer's mistake in designing, calculation, servicing or assembling;

Additional (voluntary) warranty of the manufacturer;

voluntary additional warranty of the manufacturer of the appliance, of the seller of the appliance or of the other company, which is not the Insurer, during the validity or after the expiry of the mandatory warranty providing the elimination of defects, replacement of the appliance, return of the purchase price or other type of consumer protection in case the appliance does not operate perfectly or does not have the characteristics stated in the warranty or in the advertising material or in case of damage or demolition of the appliance due to the mistake in planning, defect in material or designing, due to manufacturer's mistake in designing, calculation, servicing or assembling;

Accidental Damage;

insurance provided by Insurer in the case of contractual agreed damages of appliance, which are not covered during the statutory required warranty of the manufacturer or/and additional (voluntary)

(prostovoljno) proizvajalčevo garancijo.

Viomska tatvina in rop;

zavarovalno kritje, ki ga Zavarovalnica zagotavlja v primeru pogodbeno dogovorjenih protipravnih ravnanj, ki vsebujejo objektivne zakonske znake kritih kaznivih dejanj.

Klicni center;

Allianz Worldwide Partners P&C S.A., Podružnica Austria, Potendorfer Strasse 23-25, 1120 Dunaj, Republika Avstrija, kot pogodbeni partner Zavarovalnice. Klicni center ima telefonsko številko 030 306 030 v primeru škodnega dogodka v Sloveniji in telefonsko številko 00 43 1 525 03 6426 v primeru nastanka škodnega dogodka v tujini. Dosegljiv je tudi preko elektronskega naslova: simobil.si@allianz-assistance.at.

Predmet zavarovanja

3. člen

(1) Predmet zavarovanja so Naprave.

(2) Posamezni deli Naprav so predmet zavarovanja le v kolikor je to označeno in je zanje sklenjeno zavarovanje (v nadaljevanju tudi: Naprave).

(3) Naprave so razdeljene v štiri cenovne kategorije z vključenim davkom na dodano vrednost (DDV), za katere se obračuna premija z vključenim davkom od prometa zavarovalnih poslov (DPZP):

Cenovna kategorija v EUR z vključenim DDV	Lastni delež v EUR
0–160,00	30
160,01–320,00	45
320,01–630,00	65
630,01–1.200,00	99

(4) Cenovna kategorija predstavlja maloprodajno ceno Naprave brez ugodnosti Partnerja ali proizvajalca Naprave.

Zavarovalna kritja

4. člen

Naključna škoda

(1) Zavarovalnica se v Zavarovalnem obdobju zavezuje Zavarovancu kriti škodo zaradi fizičnih poškodb ali uničenja Naprave do višine določene Zavarovalne vsote, nastalih zaradi naslednjih takojšnjih, nenadnih in od človekove volje nepredljivih dogodkov, in sicer:

- poškodbe zaradi uhajanja in izteka tekočin, razen posrednih padavin;
- lom naprav zaradi padca ali udarca;
- poškodbe zaradi neposrednega in posrednega udara strele;

manufacturer's warranty.

Burglary with theft and robbery;

insurance provided by Insurer in the case of contractual agreed wrongful acts, which have objective statutory signs of covered criminal acts.

Call center;

organized at Allianz Worldwide Partners P&C S.A., branch office Austria, Potendorfer Strasse 23-25, 1120 Vienna, Republic of Austria as contractual partner of Insurer. The Insured may report the occurrence of the loss event on the telephone number 030 306 030 in Slovenia and 00 43 1 525 03 6426 when abroad. It can be reachable also via e-mail: simobil.si@allianz-assistance.at.

Object of insurance

Article 3

(1) Subjects of Insurance are Appliances.

(2) Individual components of the Appliance are subject of Insurance only in the case of marked components and the individually insured components (hereafter: Appliances).

(3) Appliances are divided into 4 groups with included value added tax (VAT), for which is charged premium including insurance tax (DPZP):

Price category in EUR including VAT	Own share (contribution) in EUR
0–160,00	30
160,01–320,00	45
320,01–630,00	65
630,01–1.200,00	99

(4) The price category is defined as the retail sales price without any financial support by the manufacturer or Policyholder.

Insured coverages

Article 4

Accidental damage

(1) The insurer is obligated in the time period of insurance coverage to cover the loss out of physical damage or demolition of Appliance up to Sum insured due to following immediate, sudden and by will of human unpredictable events:

- damage due to outlet and leakage of liquids except indirect precipitation;
- breakage of appliances due to fall or hit;
- damage due to direct and indirect lightning strike;

- poškodbe zaradi nenamerne napačne rabe;
- poškodbe zaradi vpliva tlaka;
- poškodbe zaradi požara, dima, eksplozije in poškodbe, ki nastanejo zaradi reševanja (požar);
- poškodbe zaradi kratkega stika (elektrika);
- poškodbe zaradi elektromagnetne motnje in previsoke napetosti.

5. člen

Vlomska tatvina in rop

(1) Zavarovalnica se v Zavarovalnem obdobju zavezuje Zavarovancu kriti škodo zaradi odtujene Naprave do višine določene Zavarovalne vsote, ki nastane zaradi:

- vlomske tatvine iz zaklenjenih prostorov;
- vlomske tatvine iz zaklenjenega vozila, pod pogojem, da se je vlom zgodil med 6:00 uro in 22:00 uro in da Naprava v vozilu ni bila na postavljenem na vidno mesto;
- ropa.

6. člen

Nepooblaščen uporaba Naprave

V primeru, da je bila ob dokončani Vlomski tatvini ali ropu Naprava uporabljena brez pooblastil Zavarovanca, se Zavarovalnica obvezuje kriti stroške nepooblaščen opravljenih storitev (klici, tekstovna sporočila, multimedijška sporočila, elektronska sporočila itd), vendar največ do določene Zavarovalne vsote v višini 1000 EUR.

Zavarovalnica krije zgoraj omenjene stroške od trenutka odtujitve zavarovane Naprave, vendar največ v času 24 ur pred podajo zahtevka za preprečitev nadaljnje uporabe Naprave (vključno s kartico SIM) Partnerju po postopku kot je določen v Partnerjevih Splošnih pogojih za izvajanje elektronskih komunikacijskih storitev.

Območje kritja

7. člen

- (1) Zavarovalno kritje velja na ozemlju celega sveta.
- (2) Vse storitve iz naslova zavarovanja se nudijo izključno v Republiki Sloveniji.

Pristop k zavarovanju, Začetek in prenehanje zavarovalnega kritja

8. člen

- (1) Zavarovanec s podpisom Pristopnice in plačilom mesečne zavarovalne premije, izraža neizpodbitno voljo za pristop k zavarovanju Naprave.
- (2) Zavarovalno kritje Naprave je podano pod pogojem, da ima Zavarovanec veljavno sklenjeno naročniško razmerje pri Partnerju.
- (3) Datum začetka zavarovanja in prenehanja sta navedena na

- damage due to unintended wrong usage;
- damage due to influence of pressure;
- damage due to smoke, explosion, and damage at rescue;
- damage due to short circuit (electricity);
- damage due to electromagnetic distortions and overvoltage.

Article 5

Burglary with theft and robbery

(1) The insurer is obligated in the time period of insurance coverage to cover the loss due to disposed Appliance up to Sum insured due to following reasons:

- burglary and theft from locked spaces;
- burglary and theft from locked vehicle, if the theft occurred between 6:00 o'clock and 22:00 o'clock and the appliance was not in a visible place in the vehicle;
- robbery.

Article 6

Costs of unauthorised use of the Device (Airtime abuse)

In case of loss of an insured Appliance due to Burglary or robbery mentioned in the previous paragraph of this Article, the Insurer undertakes to indemnify the Insured for the total amount of billed traffic according to types of services (SMS, MMS, email, and similar) for the period of unauthorised use of the insured Appliance up to the Insured sum of 1.000 EUR.

Insurance covers the above mentioned costs incurred after the loss of the Insured Appliance, and within the period of 24 (twenty four) hours before based on occurred event the Insured issues the request about cancellation of further use of the device to the Partner, in accordance to Partner's General rules for execution of electrical, communication services.

Territorial coverage

Article 7

- (1) The insurance coverage shall be valid worldwide.
- (2) All insurance services shall be entirely rendered in the territory of the Republic of Slovenia.

Inception and termination of insurance cover

Article 8

- (1) Insured express with the signing of Application form and payment of insurance premium indisputable will to access to the insurance coverage of Appliance.
- (2) Insurance coverage of Appliance is valid under subjectivity of valid subscription agreement between Insured and Partner.
- (3) Inception date and expiry date of insurance coverage are noted

Pristopnici, pri čemer zavarovalno kritje nastopi naslednji dan po sklenitvi Pogodbe o zagotovitvi posebne ugodnosti.

- (4) Zavarovanec lahko pristopi k zavarovanju za Napravo:
- neposredno ob nakupu Naprave in sklenitvi Pogodbe o zagotovitvi posebne ugodnosti oziroma najkasneje v roku 7-ih dni po nakupu Naprave in sklenitvi Pogodbe o zagotovitvi posebne ugodnosti
 - ali najkasneje v roku 7 dni v primeru Popolne škode na Napravi,
- kasnejši oz. naknaden pristop k zavarovanju ni mogoč.

- (5) Ne glede na navedeno v 3. odstavku tega člena zavarovalno kritje preneha v primeru;
- Popolne škode,
 - zamenjave Naprave ali vračila kupnine za Napravo pri Zavarovančevem utemeljenem uveljavljanju pravice iz naslova Zakonsko zahtevane proizvajalčeve garancije in Dodatne (prostovoljne) proizvajalčeve garancije,
 - prenehanja naročniškega razmerja Zavarovanca pri Partnerju.

Obveznosti Zavarovalnice in Partnerja

9. člen

(1) Na podlagi upravičenega zahtevka Zavarovanca iz naslova Delne škode na Napravi se Zavarovalnica zavezuje poravnati stroške popravila Naprave pri pooblaščenem proizvajalčevem servisu.

(2) Prejšnji odstavek se ne uporablja za Naprave proizvajalca Apple, temveč je Zavarovanec v primeru upravičenega zahtevka iz naslova Delne škode na Napravi upravičen do Apple nadomestne naprave (t.j. exchange device).

(3) V kolikor popravilo pri pooblaščenem proizvajalčevem servisu ni bilo izvedeno pravilno ali v celoti oz. okvara ali poškodba ni odpravljena ali je bila odpravljena le delno oz. so zaradi popravila na Napravi nastale nove napake, Zavarovalnica ni dolžna povrniti stroške ponovnega popravila, temveč mora Zavarovanec dodatno ali ponovno popravilo zahtevati od pooblaščenega proizvajalčevega serviserja, ki je opravljal prvotno popravilo. Dodatne stroške, ki nastanejo zaradi izboljšav Naprave med postopkom popravila, krije Zavarovanec.

(4) Na podlagi upravičenega zahtevka Zavarovanca iz naslova Popolne škode na Napravi se Zavarovalnica zavezuje Zavarovancu izročiti Nadomestno napravo. O obstoju Popolne škode odloča Zavarovalnica.

V primeru da Naprava istega modela in kvalitete na prodajnem trgu ni več dosegljiva, se Zavarovalnica zavezuje zagotoviti Napravo, ki bo na trgu dosegljiva in se ujema v tehničnih zmogljivostih Naprave. Zavarovanec izrecno soglašaja, da ni upravičen do prejema denarnega nadomestila v višini Zavarovalne vrednosti Naprave, zato se odpoveduje uveljavljanju tovrstnega zahtevka zoper Zavarovalnico.

(5) Prejšnji odstavek se ne uporablja za Naprave proizvajalca

on Application form, whereby the coverage shall commence next day from the day of conclusion of Contract for granting special benefits.

- (4) Insured can access to insurance for the Appliance:
- directly at the purchase of the Appliance and conclusion of Contract for granting special benefits or at least in 7 days after the purchase of the Appliance and conclusion of Contract for granting special benefits,
 - at latest in 7 days upon receipt of Replacement appliance in the case of Total loss of the Appliance, subsequent access to Insurance is not possible.

- (5) Irrespective of the preceding paragraphs, the insurance coverage shall terminate:
- in case of a Total loss;
 - in case of replacement of Appliance or return of the payment for Appliance due to exercising rights arising from Statutory required warranty and/or additional (voluntary) warranty of the manufacturer by Insured.
 - Expiry of subscription agreement with of Insured at Partner.

Duties of the Insured and policyholder

Article 9

(1) Based on the reasonable request of the Insured arising from Partial Loss to the Appliance, the Insurer obligates itself to cover the cost of repairing the Appliance at an authorized manufacturer's service center.

(2) The preceding paragraph shall not apply to Apple devices, but the Insured in the event of a justified claim arising from Partial Loss to the Appliance, is entitled to the Apple replacement device (exchange device).

(3) If a repair at an authorized manufacturer's service was not performed correctly or completely, or failure or damage has not been corrected or removed or it was done so only partially, or due to repairs on the device was created a new failure, the Insurer is not liable for the costs of re-repair. The Insured must request additional repair due this reasons from the manufacturer's authorized technician who performed the initial repair. Additional costs incurred due to improvements in the appliances during the repair shall be borne by the Insured.

(4) Based on the reasonable request of the Insured arising from Total Loss to the Appliance, the Insurer shall provide the Insured with a Replacement device. The existence of Total Loss is to be decided by Insurer.

If an Appliance of the same type and quality is no longer available on the market, the Insurer is obliged to provide an Appliance, which is available on the market at that moment and matches the technical characteristics of the Appliance. The Insured expressly agrees that is not entitled to receive a pecuniary compensation in the amount of the value of the Appliance and therefore waives the right to pursue the claim against the Insurer.

(5) The preceding paragraph shall not apply to Apple devices,

Apple, temveč je Zavarovanec v primeru upravičenega zahtevka iz naslova Popolne škode na Napravi upravičen do Apple nadomestne naprave (t.i. exchange device)

(6) Ob prejemu Apple nadomestne naprave (t.j. exchange device) iz 2. in 5. odstavka tega člena, Zavarovalnica za nadomestno napravo zagotavlja zavarovalno kritje po katerem se zavezuje povrniti stroške odprave napak do višine Zavarovalne vsote na nadomestni napravi, v kolikor ta ne deluje brezhibno oz. nima lastnosti, ki bi jih morala imeti v roku 1 leta od njenega prejema. Zavarovalnica škodni zahtevek rešuje v skladu s Pogoji, zato je ne zavezujejo določila zakonov, ki urejajo garancijo proizvajalca.

(7) Zavarovalnica in Partner ne odgovarjata Zavarovancu za izgubo podatkov, shranjenih na Napravi, do katerih lahko pride v posledici ali v povezavi s popravilom Naprave. Zavarovanec je izključno sam odgovoren za ustrezno shranitev podatkov in za izdelavo potrebnih varnostnih kopij podatkov.

(8) Zavarovalnica se obvezuje kriti zavarovalnino za največ tri škodne primere.

(9) Partner se zavezuje Zavarovancu predložiti Pogoje z Obvestilom o zasebnosti.

Zavarovalna vsota

10. člen

(1) Zavarovalna vsota za Napravo ne presega 1.200,00 EUR (z DDV) na en škodni dogodek.

(2) Zavarovalna vsota v primerih kritja stroškov nepooblaščen uporabe Naprave (6. člen Pogojev) znaša 1.000 EUR z DDV.

Izključitve

11. člen

(1) Zavarovalnica ne krije škode:

- a.) v primerih škode kot neposredne ali posredne posledice vojne, državljanske vojne, vojnih ali civilnih vojnih operacij, vstaje, notranjih nemirov/nemirov v državi, nasilnih političnih dogodkov, usmrtitev ali terorističnih dejanj, razlastitve in razlastitvi enakovrednih postopkov, zasega, odvzema nadzora ali drugih primerov višje sile ter zaradi naravnih in nuklearnih nesreč;
- b.) v primerih škod, ki so posledica naravnega elektromagnetnega valovanja oz. elektromagnetnega valovanja, ki ga je povzročil človek;
- c.) v primerih posredne škode in/ali posledične škode, povezane z zavarovanim škodnim dogodkom, izgube dobička in kazni;
- d.) za neposredne ali posredne poškodbe drugih naprav;
- e.) za odpravo manjših napak ali poškodb, zlasti zaradi praskanja, drgnjenja, strganja, ribanja ali drugih estetskih napak v videzu ali v lastnostih naprave, ki ne vplivajo na tehnično delovanje Naprave;

however the Insured, in the event of a justified claim arising from Total Loss, on the Appliance is entitled to Apple replacement device (exchange device).

(6) At the receipt of Apple replacement device (exchange device) as stated in 2nd and 5th article of this paragraph, the insurer grants to replacement device an 1 year insurance coverage to reimburse the costs of correcting the clerical errors up to the sum insured on the appliance, as long as it does not function properly or does not have dedicated functionality. Insurer handles claims in accordance with these GTC and is therefore not bound by the terms of the law governing the manufacturer's warranty.

(7) The Insurer and the Policyholder are not responsible to Insured for the loss of data saved on the Device that may occur during or as a result of the repair of the Device. The Insured is responsible for the proper data storage and for necessary data backup.

(8) The Insurer's duty shall be to pay the indemnity for maximum three occurrences for the same appliance.

(9) Policyholder is obligated to give Insured Conditions with Privacy Note.

Sum insured

Article 10

(1) The sum insured for appliances correspond to the selling price of the appliances but shall not exceed 1.200,00 EUR (incl. VAT) per loss event.

(2) The sum insured for perils of Airtime abuse (Article 6 of the Conditions) shall be EUR 1.000 including VAT.

Exclusions

Article 12

(1) The coverage of the Insurer is not given:

- a) in case of loss directly or indirectly arising from war, civil war, warlike or civil warlike operations, insurrection, internal/domestic unrest, political violent acts, assassinations or acts of terrorism, expropriation or practices equal to expropriation, confiscation, deprivation of control or other cases of *force majeure* and owing to natural disasters or nuclear energy;
- b) in case of natural electromagnetic waves or electromagnetic waves caused by humans;
- c) in case of indirect damages, consequential losses in connection with the insured event, loss of earnings and penalties;
- d) for direct or indirect damages to other appliances;
- e) for the elimination of minor defects or damages arising from scratching, scrubbing scraping, grating in particular and other defects in appearance or characteristics of the appliance, that do not affect the technical use of the appliance;
- f) for regular maintenance, cleaning and other services;

- f.) za stroške rednega vzdrževanja, čiščenja ali drugih storitev;
- g.) za oblikovne, proizvodne ali druge napake, ki privedejo do izvedbe odpoklica s strani proizvajalca, znanega tudi kot epidemični oz. pandemični odpoklic;
- h.) za finančni zlom trgovca in/ali kateregakoli pooblaščenega serviserja;
- i.) za potrošni material, kot npr. baterije in akumulatorske celice;
- j.) za odgovornost iz naslova produktne odgovornosti;
- k.) v primerih poškodb, uničenja ali izgube Naprave, ki so posledica:
- zapustitve, pozabe ali izgube ter najema ali zakupa;
 - neprekinjene rabe in običajne obrabe;
 - požara;
 - neposrednih padavin;
 - neupoštevanja navodil za namestitvev in delovanje ali drugih nepravilnih namestitvev, lastnih nepravilnih poskusov poprave naprave, posledične/nadaljne škode zaradi programa, vzpostavitve, vzdrževanja in obnavljanja, spreminjanja in čiščenja naprav;
 - računalniških virusov, napak v zasnovi ali izvedbi programske opreme in napak, ki vplivajo na programsko opremo in nosilce podatkov ali prek njih;
 - odgovornosti tretjih oseb, ki je zajamčena z zakonskimi določili ali pogodbenimi določili;
 - protipravnega ravnanja, namere, naklepa ali hude malomarnosti, napak ali kaznivih dejanj zavarovanca ali pooblaščenega uporabnika naprav; huda malomarnost predstavlja ravnanje osebe, ki ne ravna na način, ki se pričakuje od povprečno skrbnega človeka, saj s svojim ravnanjem ne dosega običajne pazljivosti in skrbi; za ugotovitev hude malomarnosti se ugotavlja ali je oseba kršila navadno skrbnost;
 - mehanskega delovanja sile na predmet zavarovanja;
- l.) za izgubljene podatke in druge informacije na Napravi.
- g) for design, production and other defects, that leads to a recall by the manufacturer, also known as epidemic or pandemic recall;
- h) for a financial collapse of the merchant and/or any other authorized service;
- i) for consumable supplies such as batteries and chargeable cells;
- j) for the product liability;
- k) in case of damage, destruction or loss of appliance resulting from:
- abandoning, forgetting or losing, renting or leasing;
 - continuous usage, ordinary wear and tear;
 - fire;
 - direct precipitation;
 - disregard of installation and operation instructions or other improper installations or own incorrect attempts to repair the device, further damages caused by program, set up, maintenance and reconditioning, modification and cleaning of the device;
 - computer viruses, programming or software errors and those producing an effect on or through software and data carriers;
 - liability of the third party guaranteed on the basis of statutory provisions or contractual provisions;
 - unlawful action, intent or gross negligence, errors or criminal offences of the Insured or the authorized user of appliances; gross negligence is the behavior of a person who does not behave in a manner that is expected from an average caregiver, because by doing so he does not give the usual care and concern; in order to establish gross negligence, it is determined whether the person has violated the usual concern;
 - mechanical action of force on the subject matters of insurance;
- l) for any loss of data and other information on the Appliance.

Vračilo Naprave in premije ter prenehanje zavarovalnega kritja

12. člen

(1) Zavarovalno kritje posamezne Naprave preneha v naslednjih primerih:

- v primeru odpovedi zavarovanja s strani Zavarovanca, pri čemer zavarovanje preneha z dnem odpovedi zavarovanja. Odpoved zavarovanja lahko Zavarovanec sporoči preko klicnega centra na telefonsko številko **030 306 030**;
- v primeru prenehanja veljavnosti Naročniške pogodbe in/ali Pogodbe o zagotovitvi posebne ugodnosti, skladno z določbami Naročniške pogodbe oz. Pogodbe o zagotovitvi posebne ugodnosti;
- v primeru Popolne škode na zavarovani Napravi, kar vključuje tudi odtujitev zavarovane Naprave pri vlomski tatvini ali ropu;
- v primeru vračila Naprave Zavarovanca iz razlogov, ki jih določajo predpisi s področja varstva potrošnikov in

Return of the appliance and premium and termination of insurance contract

Article 12

(1) Insurance coverage of each and every Device expires due to following reasons:

- if the Insured withdraws the insurance, the insurance expires with the day of the insurance cancellation. The cancellation of the insurance should be made by the Insured via the call center on the telephone number **030 306 030**;
- if the Subscription contract and/or Contract for granting special benefits Insurance contract expires, in accordance with stipulations of both contracts;
- if a Total loss occurs on the insured Appliance, which includes loss of the Appliance due to theft or robbery;
- if the Appliance is returned due to any reason which is stipulated in Consumer protection act and the reason for

potrditve razloga vračila s strani Partnerja, preneha zavarovanje Naprave z dnem vračila Naprave.

(2) Pravice, določene v tem členu, veljajo za Zavarovance, ki se po predpisih, ki urejajo varstvo potrošnikov, štejejo za potrošnike.

Obveznosti Zavarovanca in Partnerja po zavarovanem škodnem dogodku

13. člen

(1) Zavarovanec se obvezuje v Zavarovalnem obdobju pravočasno in v celoti poravnati obračunano premijo za zavarovanje Naprave, ki mu bo mesečno obračunana na računu za storitve Partnerja, in sicer vsakokrat za pretekli mesec. V prvem in zadnjem mesecu veljavnosti zavarovanja bo Zavarovancu obračunana sorazmerna zavarovalna premija glede na dejansko trajanje zavarovanja.

V primeru zamude s plačilom premije je Partner upravičen Zavarovancu obračunati zakonite zamudne obresti od zapadlosti do plačila, kakor tudi izvesti druge ustrezne ukrepe skladno z vsakokrat veljavnimi pravili Partnerja in temi Pogoji.

(2) Zavarovanec se obvezuje;

- a.) o škodnem dogodku, za katerega je sklenjeno zavarovanje, obvestiti Partnerja ali Zavarovalnico najkasneje v roku 7 dni od nastanka škodnega dogodka na naslednji način:
 - preko klicnega centra na telefonsko številko **030 306 030** v primeru škodnega dogodka v Sloveniji in na telefonsko številko **00 43 1 525 03 6426** v primeru nastanka škodnega dogodka v tujini,
- b.) izpolniti Obrazec prijave škode, ki je dostopen na Zavarovalnični internetni strani http://www.allianz.si/www/si/claims_information.html ter ga podpisanega izročiti skupaj z Napravo,
- c.) aktivno ukrepati pri preprečevanju ali zmanjšanju škode ter pridobiti in predložiti zahtevke in vse razpoložljive dokaze zoper tretje osebe v pravilni obliki in pravočasno, če je potrebno tudi po pravni poti;
- d.) omogočiti predstavnikom Zavarovalnice, ob pomoči Partnerja, vpogled v potrebno dokumentacijo, ki omogoča določanje vzroka izgube, kakovostno oceno in likvidacijo škode, ter ga obvestiti o vseh okoliščinah, ki so povezane z zavarovalnim primerom, zlasti pa izročiti vse zahtevane listine;
- e.) o dogodkih, nastalih zaradi eksplozije, vloma ali ropa skladno z zakonskimi predpisi obvestiti pristojni policijski organ;
- f.) da bo v primeru, če pride v času trajanja zavarovanja do spremembe IMEI številke Naprave (npr. v primeru garancijskega popravila Naprave, ki ima za posledico spremembo IMEI številke), novo IMEI številko sporočil klicnemu centru na številko **030 306 030**.
- g.) nadomestilo škode predhodno uveljavljati pri tretji osebi, ki je odgovorna za škodo oziroma pri drugi zavarovalnici, pri kateri je zavarovana Naprava ali odgovornost povzročitelja škode, v kolikor je v primeru zavarovanega

the return is approved by Partner's experts, the insurance for the Appliance expires with the date of the return of the Appliance.

(2) The rights set out in this Article shall apply to Insured's who are under the regulations governing the protection of consumers, considered to be consumers.

Duties of the Policyholder and the Insured after occurrence of the Insured event

Article 13

(1) The Insured commits to fully and in due date pay the premium written for the insurance of the Device in the policy period. The written premium will be charged for the previous calendar month on the Policyholder's monthly invoice for the provided services. In the first and the last month of the validity of the insurance the calculated premium will be proportionate based on the actual duration of the insurance.

In case of delay in payment the Policyholder is entitled to charge the Insured the statutory interest as well as take other appropriate actions in accordance with the Partner's conditions and these Conditions.

(2) The Insured shall be obliged to:

- a) notify the Policyholder or the Insurer about the occurrence of the loss event within 7 days from the occurrence of the loss event as follows:
 - the Insured may report the occurrence of the loss event on the telephone number **030 306 030** in Slovenia and **00 43 1 525 03 6426** when abroad,
- b) fulfill the claim form available on the website of Insurers http://www.allianz.si/www/si/claims_information.html and submitted it signed with the Appliance;
- c) be engaged actively in prevention or decrease of loss and obtain and provide claims against third parties in the correct form and timely – and judicially if necessary;
- d) make it possible for the representatives of the Insurer, with the assistance of the Policyholder, an insight into any necessary documents that provide opportunity for determining the cause of loss, quality assessment and claim handling and settlement, inform them about all circumstances in connection with the event insured against and furnish them with all the required documents in particular;
- e) notify the relevant police authority about occurrences incurred because of explosion, burglary or theft in conformity with statutory provisions;
- f) in case the IMEI number of the Device changes (e.g. in case of warranty repair of the Device, which results in variation of the IMEI number) during the validity of the insurance, the Insured will notify it via call centre on the phone number **030 306 030**.
- g) if a third party should be obliged to indemnify the expenses incurred in case of the occurrence of an insured event or if there is another Insurer (other class of insurance), the third's party liability to pay shall be

škodnega dogodka za nadomestilo nastalih stroškov odgovorna tretja oseba ali če obstaja zavarovalno kritje pri drugi zavarovalnici. Obveznost zavarovalnega kritja drugih zavarovalnic ugotavlja Zavarovalnica, ki v primeru obstoja takšnega zavarovalnega kritja Zavarovanca ustrezno napoti.

(3) Če Zavarovanec svoje obveznosti ne izpolni na zgornji način ali v zgoraj določenem času oz. času, ki ga naknadno določi Zavarovalnica, mora Zavarovalnici povrniti škodo, ki jo ta zaradi tega ima.

14. člen

(1) V primeru prijave škode se Zavarovanec zavezuje predložiti najmanj naslednje podatke:

- ime in priimek, naslov, poštna številka, telefonska številka,
- davčna številka,
- model in vrsta naprave,
- serijska številka naprave (IMEI številka),
- datum nastanka škodnega dogodka,
- datum prijave škode,
- vzrok škode,

15. člen

(1) Zavarovanec se zavezuje v primeru uveljavitve kakršnekoli škode na Napravi oz. nastanka škodnega primera, razen v primeru kritja stroškov nepooblaščenega uporabe Naprave, plačati znesek dogovorjenega lastnega deleža, ki izhaja iz 3. odstavka 3. člena teh Pogojev.

(2) Plačilo lastnega deleža se opravi na TRR Pooblaščenega serviserja, določenega s strani klicnega centra, in sicer pri Delni škodi po njeni ugotoviti in pred izvedbo popravila Naprave ter pri Popolni škodi pred prevzemom Nadomestne naprave ali Apple nadomestne naprave. Plačilo lastnega deleža je potrebno izvesti v skladu s plačilnimi pogoji na predračunu.

16. člen

(1) Zavarovanec soglaša, da se lastninska pravica v primeru Popolne škode na Napravi prenese na Zavarovalnico v trenutku, ko Zavarovanec prejme napravo iz 2. odstavka 15. člena Pogojev.

Informacije in dostop do osebnih podatkov

17. člen

(1) Zavarovalnica z Obvestilom o zasebnosti zavarovanca obvešča o informacijah in dostopu do osebnih podatkov.

(2) Obvestilo o zasebnosti je sestavni del Pogojev, katerih prejem Zavarovanec potrdi s plačilom premije.

Izvensodno reševanje sporov

prevailing. Liabilities of other Insurance companies will be identified by the Insurer, who should instruct the owner of appliance about possibilities of indemnification payments with other insurance companies.

(3) If the Insured fails to perform above stated obligations within the period stipulated or in the period additionally determined by the Insurer, the Insured shall reimburse the Insurer for any damage the Insurer has incurred for this reason.

Article 14

(1) In case of loss report at least the following indemnification data shall be delivered by the Insured:

- The Insured's name and surname, address, postal code, telephone number,
- tax number,
- Model and type of the Appliance
- Serial number of the Appliance (IMEI)
- Date of the loss event
- Date of reporting the loss
- Cause of loss

Article 15

(1) In case of any loss on the Appliance, except in the case of costs of unauthorised use of the Appliance, the Insured is obliged to pay the agreed own share (contribution) that arises from the 3. paragraph of Article 3 of the Conditions.

(2) Payment of own share (contribution) shall be made to the bank account of the Authorised repair shop designated by the call center. In the case of Partial Loss the payment will be made after its assesment and before the actual repair, while in the case of Total Loss it will be made before the taking-over the Replacement device or Apple replacement device. Payment of own share has to be done in accordance to term of payment on invoice

Article 16

The Insured agrees that in case of total damage the ownership right for the Appliance is transferred to the Insurer at the time, when the Insured receives an appliance specified in 2nd paragraph of article 15 of T&C.

Information and access to personal data

Article 17

(1) The insurer informs Insured of Information and access to personal data with a Privacy Notice.

(2) Privacy Notice forms and integral part of GTC, of which receipt is confirmed with the payment of insurance premium.

Extrajudicial settlement of disputes

18. člen

(1) Zoper odločitev Zavarovalnice je dovoljena pritožba v roku 15 dni. Pritožba se lahko odda po e – pošti; quality.at@mondial-assistance.at ali po pošti na sedež Zavarovalnice, t.j. Allianz zavarovalnica, podružnica Ljubljana, Dimičeva ulica 16, 1000 Ljubljana.

(2) Pritožbo obravnava pritožbena komisija v skladu s pravilnikom, ki ureja pritožbeni postopek zavarovalnice.

(3) Odločitev pritožbene komisije je dokončna, nadaljni postopki pri Zavarovalnici pa niso mogoči.

(4) V primeru nestrinjanja z odločitvijo pritožbene komisije se lahko po posebnem dogovoru postopek za izvensodno reševanje spora nadaljuje pri mediacijskem centru ali pri Varuhu pravic s področja zavarovalništva, ki oba delujeta v okviru Slovenskega zavarovalnega združenja.

Uporaba prava in sodna pristojnost

19. člen

(1) Za razmerja med Zavarovalnico, Partnerjem in Zavarovancem se uporablja slovensko pravo.

(2) Za odločanje v sporu je krajevno pristojno sodišče v Ljubljani, ki je stvarno pristojno za odločanje v sporu.

Končne določbe

20. člen

(1) Zavarovanec soglaša s Pogoji in ga ti zavezujejo od dne podpisa Pogodbe o zagotovitvi posebne ugodnosti dalje.

(2) Za vprašanja, ki niso urejena z Zavarovalno polico ali s temi Pogoji, se uporabljajo določila zakona, ki ureja obligacijska razmerja, in določila drugih veljavnih predpisov.

(3) Znesek premije vključuje vsakokrat veljavno stopnjo Davka od prometa zavarovalnih poslov.

Article 18

An appeal against the decision of the Insurer is permitted within 15 days. The written appeal can be submitted by e-post on quality.at@mondial-assistance.at or by post mail on address Allianz zavarovalnica, podružnica Ljubljana, Dimičeva ulica 16, Ljubljana.

(2) The appeal shall be handled by the authorized appeal committee in accordance with the rules on appeal procedure.

(3) The decision of the appeal committee is final and further proceedings with the Insurer are not possible.

(4) In case of not agreeing with the decision of the appeal committee, according to a special agreement for the out-of-court settlement of dispute proceedings can be continued with the Mediation Centre, which operates within the Slovenian Insurance Association.

Governing law and court of competent jurisdiction

Article 19

(1) The relations between Insurer, Policyholder and Insured are regulated by the Slovenian law.

(2) Court of Ljubljana shall be deemed as territorially competent court for dispute resolution.

Final Provisions

Article 20

(1) This General Terms and Conditions form an integral part to the application form and shall step into force by signing from both contract parties.

(2) The provisions of the Slovenian Code of Obligations and other Slovenian legislation shall apply to the issues that are not regulated by the application form and General Terms and Conditions hereof.

(3) The amount of the premium includes respective Insurance tax.