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**SPLOŠNI POGOJI**  
za zavarovanje naprav SI-266-0518

**GENERAL TERMS AND CONDITIONS**  
for insurance of appliances  
SI-266-0518

**SPLOŠNI POGOJI**  
**za zavarovanje naprav**  
**SI-266-0518**

Uvodno

**1. člen**

(1) Splošni pogoji za zavarovanje naprav SI-266-0518 (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 Potrdila o zavarovanju.

**2. člen**

Naslednji izrazi v Pogojih imajo naslednji pomen:

**Zavarovalnica;**

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, podružnica, Dunajska cesta 156, 1000 Ljubljana

**Partner;**

Telemach d.o.o., Brnčičeva 49A, 1231 Ljubljana - Črnuče, 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 pripadajo pravice iz Zavarovalne police;

**Potrdilo o zavarovanju;**

je dokazilo o sklenjenem zavarovanju Naprave in vključuje podatke o Zavarovancu (osebni podatki, podatki o pravni osebi in pooblaščeni osebi), 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; Potrdilo predstavlja pisno dokazilo o sklenjenem zavarovalnem kritju. S podpisom Potrdila Zavarovanec pooblašča Partnerja, da prejeta 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**  
**SI-266-0518**

Introductory

**Article 1**

(1) General Terms & Conditions for insurance of appliances SI-266-0518 (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 Certificate.

**Article 2**

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

**Insurer;**

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, podružnica, Dunajska cesta 156, 1000 Ljubljana;

**Partner;**

Telemach d.o.o., Cesta Ljubljanske brigade 21, 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 belong the rights from insurance policy;

**Certificate;**

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 Certificate, Insured authorizes 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 and 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 Vlomski 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;

**Dodatna zaščita;**

zavarovalno kritje, ki ga Zavarovalnica zagotavlja Napravam po izteku Zakonsko zahtevane proizvajalčeve garancije oziroma Dodatne (prostovoljne) proizvajalčeve garancije, katera koli se izteče kasneje;

**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 Partner;

**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;

**Extended Warranty;**

insurance provided by Insurer to Appliances after the expiry of the statutory required warranty of the manufacturer or/and additional (voluntary) manufacturer's warranty, which ever expires later.

**Naključna škoda;**

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

**Vlomska 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;**

Klicni center ima telefonsko številko 080 60 70 v primeru škodnega dogodka v Sloveniji in telefonsko številko 00 43 1 525 03 67 86 v primeru nastanka škodnega dogodka v tujini. Dosegljiv je tudi preko elektronskega naslova: [telemach.si@allianz-assistance.at](mailto:telemach.si@allianz-assistance.at).

Predmet zavarovanja**3. člen**

- (1) Predmet zavarovanja so Naprave: mobilni telefoni in tablice.
- (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 pet cenovnih kategorij 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
20-150,00	20
150,01-250,00	30
250,01-500,00	50
500,01-1.000,00	100
1.000,01-1.500,00	150

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

Zavarovalna kritja**4. člen****Dodatna zaščita**

- (1) Zavarovalnica se v Zavarovalnem obdobju zavezuje Zavarovancu kriti stroške odprave napak na Napravi do višine določene Zavarovalne vsote, v kolikor ta ne deluje brezhibno oz. nima lastnosti, ki bi jih morala imeti.

**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) 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;**

The Insured may report the occurrence of the loss event on the telephone number 080 60 70 in Slovenia and 00 43 1 525 03 67 86 when abroad. It can be reachable also via e-mail: [telemach.si@allianz-assistance.at](mailto:telemach.si@allianz-assistance.at).

Object of insurance**Article 3**

- (1) Subjects of Insurance are Appliances: mobile phones and tablet computers.
- (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 5 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
20-150,00	20
150,01-250,00	30
250,01-500,00	50
500,01-1.000,00	100
1.000,01-1.500,00	150

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

Insured coverages**Article 4****Extended Guarantee**

- (1) The insurer is obligated in the time period of 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.

(2) Obveznost Zavarovalnice velja samo, če sta hkrati izpolnjena sledeča pogoja;

- napaka se pokaže po izteku Zakonsko zahtevane proizvajalčeve garancije oz. Dodatne (prostovoljne) proizvajalčeve garancije, katera koli se izteče kasneje in odvisno od izbranega izdelka,
- vzrok napake je ali v izdelavi ali materialu ali obliki ali izračunu ali servisiranju ali sestavljanju izdelka pri proizvajalcu.

(3) Zavarovalnica škodni zahtevek rešuje v skladu s Pogoji, zato je ne zavezujejo določila zakonov, ki urejajo garancijo proizvajalca.

## 5. 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 nepredvidljivih dogodkov, in sicer:

- poškodbe zaradi nenamerne politja v ali na napravo;
- lom naprav zaradi padca;
- poškodbe zaradi neposrednega in posrednega udara strele;
- 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.

## 6. 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 postavljeni na vidno mesto;
- ropa.

### Območje kritja

## 7. člen

(1) Zavarovalno kritje velja na ozemlju celega sveta.

(2) Vse storitve iz naslova zavarovanja se nudijo izključno v Republiki Sloveniji.

(2) The insurer's obligation shall apply only if the following conditions are simultaneously fulfilled;

- Error is displayed/noticed after the expiry of the statutory required by law manufacturer's warranty or additional (voluntary) manufacturer's warranty, whichever expires later, depending on the selected product,
- The cause of the clerical error lies in the production or material or form or calculating or servicing or in assembling of the appliance at the manufacturer.

(3) Insurer handles claims in accordance with these Conditions and is therefore not bound by the terms of the law governing the manufacturer's warranty

## Article 5

### 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 caused by unintentional spills in or on the device;
- breakage of appliances due to fall;
- damage due to direct and indirect lightning strike;
- 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 6

### 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.

### Territorial coverage

## Article 7

The insurance coverage shall be valid worldwide.

(2) All insurance services shall be entirely rendered in the territory of the Republic of Slovenia.

## Pristop k zavarovanju, Začetek in prenehanje zavarovalnega kritja

### **8. člen**

(1) Zavarovanec s podpisom Potrdila o zavarovanju 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 v Potrdilu o zavarovanju, pri čemer zavarovalno kritje nastopi naslednji dan po sklenitvi Pogodbe o naročniškem razmerju oziroma Aneksa o nakupu aparata.

(4) Zavarovanec lahko pristopi k zavarovanju za Napravo:

- neposredno ob nakupu Naprave in sklenitvi Pogodbe o naročniškem razmerju oziroma Aneksa o nakupu aparata oziroma najkasneje v roku 7-ih dni po nakupu Naprave in sklenitvi Pogodbe o naročniškem razmerju oziroma Aneksa o nakupu aparata,
- ali najkasneje v roku 7 dni po prejemu Nadomestne naprave v primeru Popolne škode na Napravi, kasnejši oz. naknaden pristop k zavarovanju ni mogoč.

(5) Ne glede na navedeno v 3. odstavku tega člena se zavarovalno kritje Dodatna zaščita začne z iztekom 24. ure od dneva prenehanja Zakonsko zahtevane proizvajalčeve garancije in/ali Dodatne (prostovoljne) proizvajalčeve garancije za Napravo.

(6) 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 skladno s pravili proizvajalca glede jamstva.

(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

## Inception and termination of insurance cover

### **Article 8**

(1) Insured express with the signing of Certificate 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 on Certificate, whereby the coverage shall commence next day from the day of conclusion of Contract of Subscription and/or Annex of Device Purchase.

(4) Insured can access to insurance for the Appliance:

- directly at the purchase of the Appliance and conclusion of Contract of Subscription and/or Annex of Device Purchase or at least in 7 days after the purchase of the Appliance and conclusion of Contract of Subscription and/or Annex of Device Purchase,
- 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 3<sup>rd</sup> paragraph of this Article, insurance cover for the insured peril – Extended Warranty shall commence upon the expiry of 24<sup>th</sup> hour of the day of termination of the Statutory required warranty and/or additional (voluntary) warranty of the manufacturer.

(6) Irrespective of the 3<sup>rd</sup> paragraph of this Article, the insurance coverage shall terminate:

- in case of a total loss;
- in case of replacement of Appliance or return of the payment for replacement 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 replacement device (exchange device) in accordance with the terms of the manufacturer Apple.

(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

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 soglaša, da ni upravičen do prejema denarnega nadomestila v višini Zavarovalne vrednosti Naprave.

(5) Prejšnji odstavek se ne uporablja za Naprave proizvajalca Apple, temveč je Zavarovanec v primeru upravičenega zahtevka iz naslova Popolne škode na Napravi upravičen do Nadomestne naprave ali nadomestne naprave (t.i. exchange device) skladno s pravili proizvajalca Apple.

(6) 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.

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

(8) Partner se zavezuje Zavarovancu predložiti Pogoje.

#### Zavarovalna vsota

##### **10. člen**

(1) Zavarovalna vsota za ne presega 1.500,00 EUR na en škodni dogodek.

#### 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;

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.

(5) The preceding paragraph shall not apply to Apple devices, however the Insured, in the event of a justified claim arising from Total Loss, on the Appliance is entitled to the Replacement device or to the replacement device (exchange device) in accordance with the terms of the manufacturer or Apple.

(6) 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.

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

(8) Policyholder is obligated to give Insured Conditions.

#### Sum insured

##### **Article 10**

(1) The sum insured for appliances correspond to the selling price of the appliances but shall not exceed 1.500,00 EUR per loss event.

#### Exclusions

##### **Article 11**

(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;
- e) 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



- 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;
- 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:
  - povoženja in stisnitve,
  - zapustitve, pozabe ali izgube ter najema ali zakupa;
  - neprekinjene rabe in običajne obrabe;
  - požara;
  - neposredni ali posredni vremenski vpliv, kot je dež ali sneg;
  - 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 (kot na primer: povoženje naprave, stisnitev naprave itd.);
  - delovanja vlage;
  - tatvine, zatajitve, goljufije, prikrivanja, izneverjenja ali drugega kaznivega dejanja ali prekrška, ki ima za posledico poškodovanje ali izginotje naprave.

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;
- 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:
  - driven over event and compression,
  - abandoning, forgetting or losing, renting or leasing;
  - continuous usage, ordinary wear and tear;
  - fire;
  - direct or indirect weather influences like rain or snow;
  - 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 (as example: run over of device, compression of device etc.);
  - action of moisture;
  - theft, misfire, fraud, concealment, betrayal or any other criminal offence or misdemeanor having for the consequence damage or disappearance of 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 na prodajnem mestu Telemach;
- v primeru prenehanja veljavnosti Pogodbe o naročniškem razmerju in/ali Aneksa o nakupu aparata, skladno z

#### 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 inform Telemach shop;
- if the Contract of Subscription and/or Annex of Device Purchase granting special benefits Insurance contract expires, in accordance with stipulations of both contracts;



določbami Pogodbe o naročniškem razmerju oz. Aneksa o nakupu aparata;

- 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 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.

(3) V primeru sklenitve pogodbe na daljavo, ima Zavarovanec glede kupljene Naprave in zavarovalnega kritja vse pravice, ki mu gredo po vsakokrat veljavnih predpisih. Če Zavarovanec pri nakupu na daljavo v zakonitem roku odstopi od pogodbe in vrne kupljeno Napravo, ima pravico do popolnega vračila premije.

(4) Zavarovanec je pred sklenitvijo pogodbe na daljavo upravičen, da v primernem času prejme vse informacije v zvezi z Napravo, zavarovalnim kritjem in pravico do odstopa od pogodbe, do katerih je upravičen kot potrošnik v skladu s predpisi, ki urejajo varstvo potrošnikov.

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:
  - Zavarovanec mora prijaviti nastanek škode z izpolnitvijo in podpisom Obrazca prijave škode (dostopen na spletni strani zavarovalnice), ki ga mora poslati na elektronski naslov [telemach.si@allianz-assistance.at](mailto:telemach.si@allianz-assistance.at).
  - Nadalje, Zavarovanec mora oddati Obrazec prijave škode, skupaj z napravo, pri pooblaščenemu proizvajalčevemu servisu.
  - V primeru neobstoja drugih opcij, lahko Zavarovanec prijavi nastanek škode med delovnim časom od ponedeljka do petka med 9. in 18. uro preko klicnega centra na telefonsko številko 080 60 70 v primeru

- 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 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.

(3) In the case of concluding the distance insurance the Insured has in respect of bought Appliance and Insurance coverage all the rights according to valid regulations. If the Insured in the case of distance insurance withdraw from the contract and return the Appliance in legal deadline, he/she is entitled to a full refund of premium.

(4) The Insured shall be, before concluding the distance contract, entitled to receive all information related to the appliance, insurance coverage and the right of withdrawal, to which he/she is entitled as a consumer in accordance with the regulations governing consumer protection in a reasonable time.

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 should report the occurrence of the loss event with a filled out and signed claim form (available at Insurer's internet page) and send this to per mail to [telemach.si@allianz-assistance.at](mailto:telemach.si@allianz-assistance.at).
  - Following, the Insured may submit the claim form with the appliance to the authorized repair shop.
  - In case the other options are not possible the Insured may report the occurrence of the loss event to the Insurer by telephone number 080 60 70 in Slovenia and 00 43 1 525 03 67 86 when abroad during

škodnega dogodka v Sloveniji in na telefonsko številko 00 43 1 525 03 67 86 v primeru nastanka škodnega dogodka v tujini,

- b) 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;
- c) 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;
- d) o dogodkih, nastalih zaradi eksplozije, vloma ali ropa skladno z zakonskimi predpisi obvestiti pristojni policijski organ;
- e) 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 080 60 70,
- f) 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 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, če je zavarovanec fizična oseba,
- firma družbe, poslovni naslov, sedež družbe, poštna številka, telefonska številka, če je Zavarovanec pravna oseba,
- EMŠO ali davčna številka – če je Zavarovanec fizična oseba,
- Matična številka in davčna številka – če je Zavarovanec pravna oseba,
- model in vrsta naprave,
- serijska številka naprave (IMEI številka),
- datum nastanka škodnega dogodka,
- datum prijave škode,
- vzrok škode,
- številko potrdila o zavarovanju,

business hours between Monday to Friday between 9 AM and 6 PM.

- b) 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;
- c) 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;
- d) notify the relevant police authority about occurrences incurred because of explosion, burglary or theft in conformity with statutory provisions;
- e) 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 080 60 70,
- f) 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 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 if the Insured is a private individual
- The Insured's company name, address, postal code, telephone number if the Insured is a legal entity
- Personal identification number or tax number – if the Insured is a private individual
- Identification number – if the Insured is a legal entity
- 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
- Number of Certificate

## 15. člen

(1) Zavarovanec se zavezuje v primeru uveljavitve kakršnekoli škode na Napravi plačati znesek dogovorjenega Lastnega deleža, ki izhaja iz 3. odstavka 3. člena 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.

### Obvestilo o zasebnosti

## 17. člen

Zavarovalnica bo zavarovančeve osebne podatke obdelovala kot upravljavec osebnih podatkov. Zavarovanec lahko stopi v stik z Zavarovalnico na spodnjem naslovu oziroma telefonski številki:

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, podružnica, Dunajska cesta 156, 1000 Ljubljana. Telefonska številka: 01 58 09 494

V primeru dodatnih vprašanj v zvezi z obdelavo Zavarovančevih osebnih podatkov ali njegove potrebe po uveljavljanju pravic, ki jih ta ima na podlagi predpisov, ki urejajo varstvo osebnih podatkov, lahko Zavarovanec kontaktira pooblaščenca Zavarovalnice za varstvo osebnih podatkov na spodnji naslov:

e-naslov: [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si)

### *N načini uporabe Zavarovančevih osebnih podatkov*

Zavarovalnica je upravičena obdelovati Zavarovančeve osebne podatke na podlagi 268. člena ZZavar-1.

Zavarovalnica bo Zavarovančeve osebne podatke zbirala, obdelovala, shranjevala, posredovala in uporabljala z namenom sklepanja in izvajanja pogodb o zavarovanju. Navedeno vključuje tudi izterjavo neplačanih obveznosti iz naslova zavarovalnih pogodb, reševanje škod, uveljavljanje povračilnih zahtevkov in drugih pravic ter obveznosti, vključno s preiskovanjem sumljivih primerov neupravičeno izplačanih zavarovalnin, ki izvirajo iz zavarovanja, v skladu z zakonodajo, ki ureja varstvo osebnih podatkov in zbirke podatkov s področja zavarovanja.

Zavarovalnica bo Zavarovančeve osebne podatke obdelovala za neposredno trženje, zgolj če bo posameznik podal privolitev za obdelavo.

## Article 15

(1) In case of any loss on the appliance the Insured is obliged to pay the agreed own share (contribution) stated in Conditions in the 3<sup>rd</sup> paragraph of Article 3.

(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 2<sup>nd</sup> paragraph of article 15 of T&C.

### Privacy notification

## Article 17

Insurer will process the personal data of the Insured as the data controller. The insured can contact Insurer at the address below or phone number:

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, podružnica, Dunajska cesta 156, 1000 Ljubljana. Phone Number: 01 58 09 494

In case of additional questions regarding the processing of the Insured's personal data or his need to exercise the rights which he has under the regulations governing the protection of personal data, the Insured may contact the authorized person of the Insurer responsible for the protection of personal data at the following address:

e-mail: [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si)

### *Principles of use of Insured's personal data*

Insurer is entitled to process the personal data of the insured on the basis of Article 268 of the ZZavar-1.

Insurer will collect, process, store, transmit and use personal data for the purpose of concluding and implementing insurance contracts. This includes also the recovery of unpaid liabilities arising from insurance contracts, the settlement of claims, the enforcement of claims and other rights and obligations, including the investigation of suspicious cases of unduly paid insurance benefits, arising out of insurance, in accordance with the legislation governing the protection of personal data and database from insurance.

Insurer will process Insured's personal data for direct marketing only upon his consent.

#### *Vrste osebnih podatkov*

Zavarovalnica bo obdelovala zgolj tiste Zavarovančeve osebne podatke, ki so potrebni za doseg zgoraj opredeljenega namena obdelovanja. Konkretno bo zavarovalnica obdelovala:

- za namen sklepanja zavarovanja naslednje podatke: osebno ime, prebivališče, davčna številka, trajanje zavarovanja, zavarovalno kritje, predmet zavarovanja, zavarovančevi kontaktni podatki,
- za namen izvajanja zavarovalne pogodbe naslednje podatke: osebno ime, prebivališče, davčna številka, oznaka škodnega spisa, datum vložitve zahtevka in izplačila zavarovalnine, vrsta, kraj, čas in opis zavarovalnega primera, opis materialne škode nastale v zavarovalnem primeru, podatki o kaznivih dejanjih in prekrških v zvezi z zavarovalnimi primeri, predhodni zavarovalni primeri, historični podatki o zgodovini predmeta zavarovanja.

Zavarovalnica bo obdelovala Zavarovančeve osebne podatke, ki so bili zavarovalnici dani na podlagi Zavarovančeve izrecne privolitve v skladu z namenom, zaradi katerega je bila privolitev dana.

#### *Prenosljivost osebnih podatkov*

Zavarovalnica lahko za potrebe izvajanja zavarovanja posamezne aktivnosti pri obdelavi osebnih podatkov za ta namen prenese na svoje pogodbene obdelovalce osebnih podatkov (Partner, Allianz Worldwide Partners P&C S.A.). Tretje osebe, navedene v tem odstavku, imajo z Zavarovalnico sklenjeno ustrezno pogodbo o obdelavi osebnih podatkov.

#### *Razlog zbiranja osebnih podatkov*

Zavarovalnica potrebuje Zavarovančeve osebne podatke, ki so navedeni zgoraj (odstavek *Vrste osebnih podatkov*), zaradi sklepanja in izvajanja zavarovanja. V kolikor teh osebnih podatkov ne pridobi, Zavarovanec ne more pristopiti k t.i. skupinski zavarovalni shemi.

Druge Zavarovančeve osebne podatke, v kolikor je ta za obdelavo podal izrecno privolitev, zavarovalnica potrebuje zaradi namena za katerega so bili dani in na sklenitev oziroma izvajanje zavarovalne pogodbe nimajo vpliva.

#### *Zavarovančeve pravice v zvezi z obdelavo osebnih podatkov*

Posameznik, na katerega se osebni podatki nanašajo, ima pravico:

- do dostopa do osebnih podatkov, ki jih upravljavec obdeluje in se nanašajo nanj;
- do popravka in dopolnitve: posameznik, na katerega se nanašajo osebni podatki ima pravico doseči, da upravljavec brez nepotrebnega odlašanja popravi netočne osebne podatke v zvezi z njim. Posameznik, na katerega se nanašajo osebni podatki, ima ob upoštevanju namenov obdelave, pravico do dopolnitve nepopolnih osebnih podatkov, vključno s predložitvijo dopolnilne izjave;
- do izbrisa: posameznik, na katerega se nanašajo osebni podatki, ima pravico doseči, da upravljavec brez nepotrebnega odlašanja izbriše osebne podatke v zvezi z njim, upravljavec pa ima obveznost osebne podatke brez nepotrebnega odlašanja izbrisati, kadar so podani zakonski razlogi;
- do omejitve obdelave, skladno z zakonskimi pogoji;

#### *Types of Personal data*

Insurer will process only those personal data of Insured, which are necessary for the purpose of achieving the above defined purpose of processing. In particular, the insurance company will process:

- for the purpose of concluding the insurance the following information: personal name, residence, tax number, duration of insurance, coverage, subject of insurance, contact details of the insured person
- for the purpose of implementing the insurance contract, the following information: personal name, residence, tax number, claim number, date of claim notification and the payment of the insurance, type, place, time and description of the insured event, description of material damage resulted in the insurance case, information on criminal offenses and offenses related to insurance cases, prior insurance cases, historical data of the object of insurance.

Insurer will process Insured's personal data, which were given to Insurer on the basis of the explicit consent of the Insured, in accordance with the purpose for which the consent was given.

#### *Transferability of personal data*

Insurer can for the purpose of implementing insurance transfer certain activities of personal data processing only for this purpose to its contractual processors of personal data (Partner, Allianz Worldwide Partners P&C S.A.). Third parties referred in this paragraph have concluded an appropriate contract with Insurer concerning the processing of personal data.

#### *Reasons for personal data assembling*

Insurer needs Insured's personal data, listed above (paragraph *Types of personal data*), for the purpose of concluding and implementing insurance. If these personal data are not obtained, the Insured can not access to so called Group insurance scheme. The third parties referred to in this paragraph have an appropriate contract with Insurer concerning the processing of personal data.

Other insured's personal data, insofar as he has given explicit consent for its processing, are required by the Insurer for the purpose for which they were given and have no influence on the conclusion or implementation of the insurance contract.

#### *Rights of Insured regarding process of personal data*

Individual person, owner of personal data, has the right to:

- access to personal data processed by the operator and relating thereto;
- up to the correction and amendment: Individual person, owner of personal data, has the right to correction of inaccurate personal data in connection with him by operator without undue delay. In the light of the purposes of the processing, Individual person has the right to supplement incomplete personal data, including the submission of a supplementary declaration;
- to deletion: Individual person, owner of personal data, has the right to have personal data relating to him deleted by operator without undue delay, operator has the obligation to delete personal data without undue delay when legal reasons are given;
- up to the limitation of data processing, in accordance with legal conditions;

- do prenosljivosti podatkov: posameznik, na katerega se nanašajo osebni podatki, ima pravico, da prejme osebne podatke v zvezi z njim, ki jih je posedoval upravljavcu, v strukturirani, splošno uporabljani in strojno berljivi obliki, in pravico, da te podatke posreduje drugemu upravljavcu, ne da bi ga upravljavec, ki so mu bili osebni podatki zagotovljeni, pri tem oviral, kadar so podani zakonski pogoji za to;
- umika soglasja: posameznik, na katerega se osebni podatki nanašajo, lahko kadarkoli umakne soglasje, ki je bilo dano za obdelavo njegovih osebnih podatkov.

#### *Preklic privolitve v obdelavo osebnih podatkov*

Zavarovanec lahko svojo osebno privolitve za obdelavo osebnih podatkov za namene neposrednega trženja kadarkoli trajno ali začasno, v celoti ali delno pisno prekliče oziroma pisno zahteva dostop, dopolnitev, popravek, blokiranje ali izbris osebnih podatkov, ki se obdelujejo v zvezi z njim. V primeru zavrnitve njegove zahteve s strani upravljavca osebnih podatkov, lahko pri Informacijskem pooblaščenцу vložijo pritožbo in sicer tako da jo pošlje na naslov RS, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana.

#### *Pravica do ugovora k obdelavi osebnih podatkov*

Če obdelava Zavarovančevih osebnih podatkov temelji na zakonitem interesu zavarovalnice, vključno z zakonitim interesom neposrednega trženja, ima Zavarovanec pravico ugovarjati obdelavi njegovih osebnih podatkov in zahtevati njeno prenehanje.

#### *Poizvedba / pritožba*

Zavarovanec lahko svojo pravico do dostopa, dopolnitve, popravka, blokiranja ali izbrisa osebnih podatkov, ki se obdelujejo v zvezi z njim uveljavlja pisno, poslano na naslov Allianz zavarovalna podružnica, Dimičeva ulica 16, 1000 Ljubljana, preko elektronske pošte na [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si) ali preko spleta, z izpolnjenim spletnim obrazcem, ki je dostopen na spletnih straneh zavarovalnice.

V primeru zavrnitve njegove zahteve s strani upravljavca osebnih podatkov, lahko pri Informacijskem pooblaščenцу vložijo pritožbo in sicer tako da jo pošlje na naslov RS, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana. Prav tako ima možnost vložiti prijavo Informacijskemu pooblaščenцу v kolikor sumi, da se njegovi osebni podatki shranjujejo ali kako drugače obdelujejo v nasprotju z veljavnimi predpisi.

#### *Hramba osebnih podatkov*

Osebne podatke, pridobljene v okviru sklenitve oziroma izvajanja zavarovanja, zavarovalnica hrani do poteka roka hrambe, kot ga določa vsakokrat veljaven Zakon o zavarovalništvu.

Neodvisno od zgornjega odstavka, osebne podatke, pridobljene na podlagi privolitve posameznika, zavarovalnica hrani in obdeluje v skladu z namenom, za katerega je bila privolitev dana, dokler takšna privolitev ni preklicana s strani posameznika na katerega se osebni podatki nanašajo, skladno z zgornjim odstavkom *Preklic privolitve v obdelavo osebnih podatkov*. Enako velja za obdelavo teh podatkov v družbah, katerim so bili osebni podatki posredovani za isti namen.

- to the transferability of data: Individual person, owner of personal data, has the right to receive personal information relating to him held by the operator in a structured, widely used and machine-readable form, and the right to forward that information to another operator, without obstruction of the operator, to whom personal data were provided, where the statutory conditions are met;
- withdrawal of consent: Individual person, owner of personal data, may at any time withdraw the consent given for the processing of his personal data

*Revocation of consent to the processing of personal data*  
Insured may withdraw his / her personal consent for the processing of personal data for the purposes of direct marketing at any time permanently or temporarily, in whole or in part, in writing or to have in writing request of access, supplementation, correction, blocking or erasure of personal data processed in connection therewith. In the event of his request being rejected by the data controller, he / she can file a complaint with the Information Commissioner, by sending it to the address, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana.

#### *Right to object to the processing of personal data*

If the processing of the Insured's personal data is based on the legitimate interest of insurer, including the legitimate interest of direct marketing, the Insured shall have the right to object to the processing of his personal data and to request its termination.

#### *Inquiry / Appeal*

Insured may exercise his right to access, supplement, correct, block or delete of personal data processed in connection with him in writing sent to Allianz zavarovalna podružnica, Dimičeva ulica 16, 1000 Ljubljana, by e-mail to [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si) or online, with a completed online form accessible to website of Insurer.

In the event of his request being rejected by the data controller, he / she can file a complaint with the Information Commissioner, by sending it to the address: Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana. It also has the possibility to file a notification to the Information Commissioner in case he / she suspects that his / her personal data is stored or otherwise processed contrary to the applicable regulations.

#### *Storage of personal data*

Personal data obtained in the context of the conclusion or implementation of the insurance shall be kept by Insurer until the expiration of the storage period as specified at applicable Insurance Act.

Independently of the above paragraph, personal data obtained on the basis of an individual's consent shall be kept and processed by Insurer in accordance with the purpose for which the consent was given, until such consent has been withdrawn by the individual person in accordance with paragraph *Revocation of consent to the processing of personal data*. The same applies to the processing of these data in companies to whom personal data have been transmitted for the same purpose.

#### Avtomatizirano odločanje

Zavarovalnica pri izvajanju svojih aktivnosti skladno z zakonom ne bo uporabljala avtomatizirane obdelave

#### Izvensodno reševanje sporov

##### **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](mailto:quality.at@mondial-assistance.at) ali po pošti na sedež Zavarovalnice, t.j. Allianz Slovenija, podružnica, Dunajska cesta 156, 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) Pogoji so priloga k Potrdilu o zavarovanju in zavezujejo stranke od dne podpisa le-tega dalje.

(2) Za vprašanja, ki niso urejena s pogodbo ali 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.

#### Automatic decision making

In accordance with the law, Insurer will at carrying out its activities not use automatic processing.

#### Extrajudicial settlement of disputes

##### **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](mailto:quality.at@mondial-assistance.at) or by post mail on address Allianz Slovenija, podružnica, Dunajska cesta 156, 1000 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 Conditions form an integral part to the Certificate and are binding for both parties as from the date of signature thereof.

(2) The provisions of the Slovenian Code of Obligations and other Slovenian legislation shall apply to the issues that are not regulated by the Policy or Conditions.

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