

## SPLOŠNI POGOJI VAŠEGA NAKUPA IZDELKA S SUPER JAMSTVOM ELEKTRIČNI SKIRO

Hvala, da ste za zaščito vašega izdelka izbrali Super Jamstvo Električni Skiro. Prosimo, shranite vaše originalne dokumente, ki dokazujejo nakup vašega izdelka in nakup Super Jamstva Električni Skiro. Originalni dokumenti predstavljajo dokaz o nakupu in v primeru uveljavljanja zahtevka jih je potrebno predložiti.

**Zaščita, ki vam je nudena z vašim Super Jamstvom Električni Skiro, je predmet splošnih pogojev, kot so opisani spodaj.**

\* Izraz »jamstvo«, ki se uporablja v teh splošnih pogojih, predstavlja izključno pogodbeno zavezo Allianz Hrvatska, dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, zavarovalna podružnica in ne garancije v smislu garancije po Zakonu o varstvu potrošnikov in Obligacijskem zakoniku, niti ne jamčevanja v okviru odgovornosti za stvarne napake.

### POGOJI

#### SPLOŠNO

Stranki teh splošnih pogojev ste izključno vi in mi, tj. zavarovalnica Allianz Hrvatska dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana, Slovenija. V našem imenu in za naš račun pogodbo z vami sklepa prodajalec, tj. Harvey Norman Trading d.o.o., Letališka cesta 3D, 1000 Ljubljana. V Sloveniji imamo svojega zavarovalnega zastopnika, in sicer družbo IC FRITH EUROPE d.o.o., Verovškova ulica 55, 1000 Ljubljana.

Če je na enem Originalnem dokumentu naveden nakup več kot enega izdelka, potem bodo z vašim Super Jamstvom Električni Skiro kriti samo tisti izdelki, ki so kot kriti izrecno opisani na originalnem dokumentu. Na gratis izdelke oziroma izdelke, ki so vam bili podarjeni ob nakupu glavnega izdelka ali drugače, se Super Jamstvo Električni Skiro v nobenem primeru ne razteza. Super Jamstvo Električni Skiro je na računu navedeno kot postavka, tik pod izdelkom, na katerega se nanaša. Super Jamstvo Električni Skiro je možno dokupiti na dan nakupa vašega izdelka in je na voljo samo v Harvey Norman trgovinah.

Cena Super Jamstva Električni Skiro je določena za vsak izdelek posebej in se kupcu jasno razkrije pred nakupom izdelka. Pogodba o Super Jamstvu Električni Skiro, katere sestavni del so ti splošni pogoji, je sklenjena v trenutku, ko kupec plača ceno za Super Jamstvo Električni Skiro. Kupec si lahko premisli in zahteva razveljavitev pogodbe za Super Jamstvo Električni Skiro ter vračilo plačila za Super Jamstvo Električni Skiro, v 30 dneh od sklenitve pogodbe o Super Jamstvu Električni Skiro, razen če je v tem obdobju

## GENERAL TERMS AND CONDITIONS OF YOUR PRODUCT PURCHASES WITH SUPER WARRANTY ELECTRIC SCOOTER

Thank you for protecting your product to protect your product. Please save your original documents that prove the purchase of your product and purchase a Super Warranty Electric Scooter. Original documents constitute proof of purchase and, in case of claiming, must be submitted.

Protection that is provided with your Super Warranty Electric Scooter is the subject of general terms as described below

\* The term "warranty" used in these general terms represents an exclusive contractual commitment Allianz Hrvatska, dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, zavarovalna podružnica and not a guarantee in terms of guarantee under the Consumer Protection Act and the Obligatory Code, nor guarantee under liability for real errors.

### CONDITIONS

#### OVERALL

The parties of these General Terms are exclusively you and us, ie. Zavarovalnica Allianz Hrvatska dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana, Slovenija. In our name and for our account, the contract with you is a deal with you, i.e. Harvey Norman Trading D.O.O., Airport 3D, 1000 Ljubljana. In Slovenia, we have our insurance agent, namely IC Frith Europe D.O.O., Verovškova ulica 55, 1000 Ljubljana.

If there is a purchase of more than one product on one original document, then with your Super Warranty Electric Scooter will only be covered by those products that are explicitly described in the original document. The Gratis products or products that have been donated when purchasing a main product or otherwise, Super Warranty Electric Scooter does not in any case extend. Super Warranty Electric Scooter is listed on the bill as an item, just below the product to which it relates. Super Warranty Electric Scooter can be purchased on the day of your product purchase and is only available in Harvey Norman stores.

The cost of Super Warranty Electric Scooter is determined for each product separately and is clearly disclosed to the buyer before purchasing the product. The Super Warranty Electric Scooter agreement, the component of which is the General Terms and Conditions, is concluded at the moment when the buyer pays the price for Super Warranty Electric Scooter. The buyer can consider and request the repeal of the contract for Super Warranty Electric Scooter and repayment of payments for Super Warranty Electric Scooter, within 30 days of the conclusion of Super Warranty Electric

že uveljavljaj kakršenkoli zahtevek, v okviru Super Jamstva Električni Skiro.

## DOBA

Doba vašega Super Jamstva Električni Skiro je 1 (eno) leto in bo jasno navedena na vaših originalnih dokumentih in začne teči prvi dan po izteku veljavnosti Osnovne proizvajalčeve garancije in/ali Prostovoljne dodatne proizvajalčeve garancije vašega izdelka.

## KAJ JE KRITO?

Vaše Super Jamstvo Električni Skiro krije strošek rezervnih delov in strošek dela za popravilo vašega izdelka, v primeru da vaš izdelek preneha pravilno delovati zaradi:

- a) elektronskih in/ali mehanskih okvar, nastali po obdobju, ki jih krije Osnovna proizvajalčeva garancija in/ali Prostovoljna dodatna proizvajalčeva garancija vašega izdelka;
- b) napake v materialih ali izdelavi, ki je potrjena s strani pooblaščenega serviserja ali s strani proizvajalca izdelka
- c) normalne uporabe in obrabe, ki vpliva na delovanje izdelka;
- d) prahu ali notranjega pregrevanja;
- e) udara strele, nihanja napetosti ali prenapetosti.

Nudili vam bomo zaščito pred temi napakami do izteka dobe Super Jamstva Električni Skiro, kot je to navedeno v teh splošnih pogojih, ali dokler ni vaš izdelek zamenjan z novim izdelkom v skladu s Splošnimi pogoji. Na novi zamenjan izdelek se Super Jamstvo Električni Skiro ne prenese. Vrednost zamenjave ali kateregakoli Finančnega dobropisa, ki vam ga damo, ne bo preseгла Nakupne cene vašega izdelka (vključno z DDV).

## ODBITNA FRANŠIZA

Vsakič, ko boste vložili zahtevek za reklamacijo in bo vaš zahtevek utemeljen boste morali plačati, z zavarovalno pogodbo, dogovorjen znesek Odbitne franšize, ki znaša 45,00 EUR. Plačilo zneska odbitne franšize je tudi pogoj, da vam odobrimo popravilo ali zamenjavo vašega izdelka.

## POGOJI ZAMENJAVE

Če za nas po razumnem prepričanju ne bi bilo ekonomično, da izdelek popravimo, ali pa ga ne moremo popraviti, lahko vaš izdelek po lastni presoji zamenjamo z novim najbližjim ustreznim izdelkom. V primeru zamenjave vašega izdelka bomo upoštevali značilnosti, lastnosti in specifikacije prvotnega izdelka, kot tudi razpoložljivost tehnologije. Vrednost nadomestnega izdelka ne bo preseгла Nakupne cene, ki ste jo plačali za vaš izdelek. Zaradi sprememb v tehnologiji izdelka in razpoložljivosti nadomestnega izdelka lahko priskrbimo nadomestni izdelek z nižjo prodajno ceno in nismo

Scooter, unless it has already claimed any claim within the Super Warranty.

## Period

The age of your Super Warranty Electric Scooter is 1 (one) year and will be clearly listed on your original documents and start running on the first day after the expiration of the Basic Manufactory Warranty and/or Voluntary Additional Manufactory Warranty of your product.

## What is covered?

Your Super Warranty Electric Scooter covers the cost of spare parts and the cost of work to repair your product, in case your product ceases to work properly because of:

- (a) electronic and / or mechanical defects caused after the period of coverage of Basic Manufactory Warranty and/or Voluntary Additional Manufactory Warranty of your product;
- b) materials or manufacturing errors confirmed by the authorized repairer or by the product manufacturer
- c) normal use and wear affecting the performance of the product;
- d) dust or internal overheating;
- e) striking lightning, voltage fluctuations or overvoltages.

We will provide you with protection against these errors until the expiration of the Super Warranty Electric Scooter, as indicated in these General Terms, or until your product is replaced with a new product in accordance with General Terms. The new replacement product is not transferred to the Super Warranty Electric Scooter. The value of the replacement or any Financial credit that we give to you will not exceed the Purchase price of your product (including VAT).

## Deductible

Each time you file a claim and your claim is substantiated, you will have to pay, with an insurance contract, an agreed Deductible amount of EUR 45.00. The payment of deductible is also a condition that we approve the repair or replacement of your product.

## TERMS OF REPLACEMENT

If it would not be economical for us at reasonable belief, to fix the product, or we can not fix it, your product can be replaced by a new closest to the appropriate product at its sole discretion. In case of replacing your product, we will take into account the characteristics, properties and specifications of the original product, as well as the availability of technology. The value of the replacement product will not exceed the Purchase price you paid for your product. Due to changes in the product technology and the availability of the replacement product, we can provide a replacement product with a

omejeni na prvotno znamko proizvajalca vašega izvirnega izdelka. Razlika v ceni zamenjanega izdelka, če kakšna, ne bo povrnjena.

Če vašega izdelka po naši razumni presoji za nas ne moremo ekonomično popraviti, ali pa ga sploh ne moremo popraviti, ali po naši razumni presoji ne moremo za nas ekonomično ponuditi ustrezne zamenjave, ali ustrezna zamenjava ni na voljo ali pa je cena najbližje ustrezne zamenjave višja od nakupne cene, vam lahko damo Finančni dobropis. Vrednost kateregakoli Finančnega dobropisa, ki vam ga damo, ne bo preseгла Nakupne cene vašega izdelka. Odločitev o popravilu, zamenjavi ali ponudbi Finančnega dobropisa je v naši lastni presoji.

Če je vaš izdelek zamenjan ali prejmete Finančni dobropis, Super Jamstvo Električni Skiro preneha veljati. Pokvarjeni izdelki postanejo naša last.

#### PREVOZ

V obdobju trajanja Super Jamstva Električni Skiro, vam bomo krili stroške prevoza do našega servisnega centra, in sicer če se nahajate več kot 20 km od našega servisnega centra.

#### PRENOS SUPER JAMSTVA ELEKTRIČNI SKIRO

Vaše Super Jamstvo Električni Skiro se lahko prenese na novega lastnika, če vi ali novi lastnik to sporočite osebju za pomoč strankam na 080 10 18 v času delovnih ur ali po elektronski pošti. Prosimo vas, da novemu lastniku izročite Originalne dokumente.

V primeru, da proizvajalec v okviru osnovne garancije kupcu zamenja izdelek, se Super Jamstvo Električni Skiro prenese na ta novi izdelek. Kupec nas mora o zamenjavi izdelka obvestiti v 30 dneh po zamenjavi izdelka.

#### DOSTOPNOST STORITEV

Popravila v okviru Super Jamstva Električni Skiro si vedno prizadevamo opraviti v najkrajšem možnem času. V nobenem primeru nismo odgovorni za čakanje iz razlogov izven naše kontrole, kot so zamuda proizvajalca pri dostavi delov.

#### KAJ NI KRITO?

Vaše Super Jamstvo Električni Skiro NE krije:

1. Napak ali okvar, ki jih krije proizvajalec v obdobju Osnovne proizvajalčeve garancije in/ali prostovoljne dodatne proizvajalčeve garancije.
2. Okvar ali napak v izdelavi, ki so krite s strani proizvajalca izdelka ali distributerja tudi po izteku Osnovne proizvajalčeve garancije in/ali prostovoljne dodatne proizvajalčeve garancije..

lower selling price and we are not limited to the original brand of your original product. The difference in the price of the replaced product, if any, will not be refunded.

If your product, according to our reasonable judgment, can not be economically fixed, or we can not repair it at all, or in our reasonable judgment we can not offer appropriate replacements, or the corresponding replacement is not available or the price of the closest corresponding replacement is higher than Purchase price, we can give you a Financial credit. The value of any Financial credit that we give you will not exceed the Purchase price of your product. The decision to repair, replace or offer a Financial credit is in our own discretion.

If your product is replaced or receiving a Financial credit, the Super Warranty Electric Scooter expires. Defective products become our property.

#### TRANSPORT

During the period of the Super Warranty Electric Scooter, we will cover the cost of transport to our service center, if you are more than 20 km from our service center.

#### TRANSFER SUPER WARRANTY ELECTRIC SCOOTER

Your Super Warranty Electric Scooter can be transferred to a new owner if you or the new owner communicate this to customer assistance to 080 10 18 during working hours or by e-mail. Please give your Original documents to the new owner.

In the event that the manufacturer replaces the product in the basic warranty, Super Warranty Electric Scooter is transferred to this new product. The buyer must inform us about the product replacement within 30 days after the product replacement.

#### ACCESSIBILITY OF SERVICES

Super Warranty Electric Scooter repairs we always strive to do as soon as possible. In any case, we are not responsible for waiting for reasons outside our control, such as the delay of the manufacturer in delivery of parts.

#### WHAT'S NOT COVERED?

Your Super Warranty Electric Scooter does not cover:

1. errors or faults covered by the manufacturer during the Basic Manufactory Warranty and/or Voluntary Additional Manufactory Warranty period.
2. Faults or errors in manufacture that are covered by the manufacturer of the product or distributor even after the expiry of the Basic Manufactory Warranty and/or Voluntary Additional Manufactory.

3. Popravlil, ki jih izvajajo od nas nepooblaščen osebe (tj. osebe, ki jih nismo pooblastili mi ali naš zavarovalni zastopnik).
4. Popravlil ali zamenjav, ki so bile organizirane brez upoštevanja postopka za uveljavljanje zahtevkov iz tega dokumenta in/ali brez našega dovoljenja.
5. Stroškov, povezanih s prevozom in dostavo vašega izdelka, razen v primerih, ki so omenjeni v teh splošnih pogojih.
6. Storitve klincev, stroškov popravila ali zamenjave, ali katerihkoli drugih stroškov, če napaka ni krita v Super Jamstvu Električni Skiro.
7. Stroškov, povezanih z namestitvijo, odstranitvijo, razstavljanjem ali ponovno namestitvijo vašega izdelka.
8. Stroškov, povezanih s kakršnokoli škodo, oziroma škode, ki nastane med prevozom (tudi v primerih, ko stroške prevoza nosimo mi), namestitvijo, odstranitvijo, razstavljanjem ali ponovno namestitvijo vašega izdelka.
9. Posledične izgube, ali škode kakršnekoli vrste, razen v primerih, ki so omenjeni v teh splošnih pogojih.
10. Stroškov, povezanih z rutinskim vzdrževanjem in servisiranjem, kot so čiščenje, prilagoditve, mazanje, in stroškov usklajevanja, reprogramiranja, umerjanja ali nadgradnje.
11. Namerno ali nenamerno ali naključno povzročene škode kakršnekoli vrste ali iz kateregakoli vzroka.
12. Potrošni material.
13. Naključne škode katerekoli vrste.
14. Mehanskih, električnih ali elektronskih okvar vašega izdelka, povzročenih:
  - iz malomarnosti, namerno, z namerno zlorabo, z nedovoljenimi spremembami ali z uporabo v nasprotju s proizvajalčevimi navodili;
  - z vdorom tekočin;
  - z napadi škodljivcev, insektov ali drugih živali, vključno z domačimi;
  - z naključno, namerno ali nenamerno škodo zaradi kateregakoli razloga;
  - z naključno škodo, nastalo iz kakršnegakoli vzroka;
  - z rjo, s korozijo ali plesnijo.
15. Popravlil:
  - potrošnega materiala, vključno, vendar ne omejeno na varovalke, filtre, žarnice, svetilke, druge s strani uporabnika zamenljive elemente;
  - programske opreme, podatkov ali izmenljivih nosilcev podatkov, ki jih povzročajo mehanske, elektronske ali električne okvare vašega izdelka, ali so povzročene oziroma nastanejo na kakršenkoli drug način.
16. Vsakega posameznega zahtevka, katerega znesek presega nakupno ceno vašega izdelka.

Poleg vsega zgoraj navedenega se fizično poškodovani ali polito oziroma zmočeni izdelki nikoli in v nobenem primeru ne sprejmejo v popravilo oziroma se ne zamenjajo oziroma se zanje ne izda Finančni dobropis in zanje torej Super Jamstvo Električni Skiro v celoti ne velja (tj. glede vseh napak oziroma okvar).

3. Repairs carried out by an unauthorized person (ie. persons not authorized by us or our insurance agent).
4. Repair or swaps that have been organized without taking into account this document's claims procedure and / or without our authorization.
5. The costs associated with the transport and delivery of your product, except in the cases mentioned in these general terms.
6. Call service, repair or replacement costs, or any other costs, if the error is not covered in a Super Warranty Electric Scooter.
7. The costs associated with the installation, removal, dismantling or reinstalling of your product.
8. The costs associated with any damage or damage caused during transport (even in cases where transport costs are taken over by us), installing, removing, dismantling or reinstalling your product.
9. Consequential losses, or damage any kind, except in the cases mentioned in these general terms.
10. The costs associated with routine maintenance and servicing, such as cleaning, adjustments, lubrication, and the cost of coordination, reprogramming, calibration or upgrades.
11. Intentional or unintentional or random damage caused by any kind or from any reason.
12. Consumables.
13. Random damage any kind.
14. Mechanical, electrical or electronic failures of your product caused:
  - from negligence, intentionally, with deliberate abuse, with unauthorized changes, or by use in contrast to the manufacturer's instructions;
  - with the intrusion of liquids;
  - with pest attacks, insects or other animals, including domestic;
  - with random, deliberate or unintentional harm for any reason;
  - with accidental damage resulting from any reason;
  - with rust, with corrosion or mold.
15. Repair:
  - consumables, including, but not limited to fuses, filters, bulbs, lamps, others by the user interchangeable elements;
  - Software, data or removable media caused by mechanical, electronic or electrical diseases of your product, or are caused or incurred in any other way.
16. Each individual request, the amount of which exceeds the purchase price of your product.

In addition to all of the above, physically damaged or poured or wet products are never accepted for repair or not replaced or not issued a Financial credit and therefore Super Warranty Electric Scooter is not fully applicable (i.e. regarding all errors or defects).

## POSTOPEK POSTAVLJANJA ZAHTEVKOV

Preden pokličete, vas prosimo, da izvedete osnovni preizkus vašega izdelka in ravnate skladno z naslednjim.

Preverite, ali je vaš izdelek priključen na električno omrežje ali drugo napravo?

Preverite, ali ste natančno prebrali proizvajalčeva navodila za uporabo? Proizvajalčeva navodila pogosto vsebujejo nasvete za odpravo pogostih težav.

Če težava kljub temu, da ste izdelek uporabljali pravilno in v skladu z navodili proizvajalca ter da ste poizkusili težavo odpraviti skladno z navodili proizvajalca, še vedno obstaja, sledite navodilom za podajo zahtevka v vašem Super Jamstvu Električni Skiro. Zaradi hitrejšega postopka vas prosimo, da pripravite Originalne dokumente. Svoj zahtevek lahko uveljavite:

- na brezplačni številki 080 10 18 v času delovnih ur od ponedeljka do petka med 8.30. in 16.30. uro;
- po elektronski pošti na podpora@icfrith.si.

Eden izmed naših prijaznih predstavnikov oziroma predstavnikov našega zavarovalnega zastopnika za pomoč strankam bo potrdil vaše podatke in vam pomagal pri vaši poizvedbi. V primeru očitno neupravičene reklamacije oziroma očitno neupravičene postavitve zahtevka (tj. če se ugotovi, da izdelek okvare ni imel oziroma bi se jo dalo odpraviti skladno z navodili proizvajalca ali pa kupec ni ravnal z izdelkom skladno z navodili proizvajalca in je napaka nastala zaradi takšnega ravnanja (storitve ali opustitve) kupca ali pa je podan katerikoli drug razlog po teh splošnih pogojih, ki izključuje kritje s Super Jamstvom) si serviser pridržuje pravico zaračunati vam stroške neupravičene reklamacije.

## VRAČILO NAPRAV IN ODPOVED ZAVAROVALNEGA KRITJA

V primeru vračila kupljene naprave Zavarovanca iz razlogov, ki jih določajo predpisi s področja varstva potrošnikov in potrditve razloga vračila s strani Partnerja, ima Zavarovanec pravico do popolnega vračila premije. Če je v času trajanja zavarovanja nastal zavarovalni primer, zavarovalec ni upravičen do povračila premije.

V primeru sklenitve pogodbe na daljavo pri nakupu Naprave ima Zavarovanec vse pravice, ki mu pripadajo po predpisih, ki urejajo varstvo potrošnikov in sicer ima Zavarovanec (izključno potrošnik) pravico, da v 14 dneh podjeteju sporoči, da odstopa od pogodbe, brez da bi mu bilo potrebno navesti razlog za svojo odločitev ali plačati pogodbeno kazen.

Če Zavarovanec pod pogoji, ki veljajo za sklenitev pogodbe na daljavo, odstopi od pogodbe in vrne kupljeno napravo, ima pravico

## PROCEDURE FOR REQUESTING CLAIMS

Before you call, please feel free to perform the basic test of your product and handle the following.

Make sure your product is connected to an electrical network or other device?

Check that you have accurately read manufacturer's instructions for use? Manufacturer's instructions often contain tips for removing frequent problems.

If the problem, despite the fact that you have used the product correctly and in accordance with the manufacturer's instructions, and that you have tried to resolve the problem in accordance with the manufacturer's instructions, still exist, follow the instructions for submitting requests in Super Warranty Electric Scooter. Due to a quicker process, please prepare your Original documents. You can apply your request:

- on a free number 080 10 18 during business hours between Monday to Friday between 8.30 AM and 4.30 PM;
- by e-mail to support@icfrith.si.

One of our friendly representatives or representatives of our insurance agent to help customers will confirm your information and help you with your inquiry. One of our friendly representatives or representatives of our insurance agent to help customers will confirm your information and help you with your inquiry. In the event of an unjustified complaint or unjustified claim (ie if it is established that the product was not defective or could be remedied in accordance with the manufacturer's instructions or the customer did not handle the product in accordance with the manufacturer's instructions and the error occurred due to such conduct of the customer or however, any other reason is given under these general terms and conditions, which excludes coverage with the Super Warranty) service technician reserves the right to charge you costs of an unjustified claim.

## RETURN OF THE APPLIANCE AND TERMINATION OF INSURANCE CONTRACT

If an 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, in such cases the full insurance premium shall be returned to the Insured person. If an insured event has occurred during the insurance period, the policyholder is not entitled to a refund of the premium.

In case of online sale of the Appliance the Insured is entitled to all rights according to the regulations governing rights of the consumer. The Insured (in particular the consumer) has a right to inform the company in 14 days regarding her/his redrawing from contract without any reason disclosure or contract penalty payment.

If the insured under the conditions applicable to the conclusion of online contract, withdraws from the contract and returns the purchased appliance, he shall be entitled to a full refund of premium,

do popolnega vračila premije, v kolikor pravica do delne škode na Napravi ni bila upravičeno uveljavljena.

Zavarovanec je pred sklenitvijo pogodbe na daljavo upravičen, da v primernem času prejme vse informacijo v zvezi z Zavarovanjem in pravico do odstopa pogodbe, do katerih je upravičen kot potrošnik v skladu s predpisi, ki urejajo varstvo potrošnikov.

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

## IZVENSODNO REŠEVANJE SPOROV

Zoper odločitev Zavarovalnice je dovoljena pritožba v roku 15 dni. Pritožba se lahko odda po e – pošti; info@allianz-slovenija.si ali po pošti na sedež Zavarovalnice, t.j. Allianz Slovenija, podružnica, Celovška cesta 252, 1000 Ljubljana.

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

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

V primeru nestrinjanja z dokončno odločitvijo o pritožbi v notranjem pritožbenem postopku zavarovalnice ali če zavarovalnica o pritožbi ne odloči v 30 dneh po prejemu, se lahko postopek za izvensodno reševanje spora nadaljuje pri Mediacijskem centru Slovenskega zavarovalnega združenja, Železna cesta 14, 1000 Ljubljana, telefon: 01/300 93 81, elektronski naslov: irps@zav-zdruzenje.si, spletni naslov: www.zav-zdruzenje.si.

## DEFINICIJE

**Odbitna franšiza:**

Pogodbeno določen znesek, ki ga pri poravnavi škode zavarovalnica v vsakem primeru odbije od izplačila (soudeležba zavarovanca pri škodi).

**Mehanska ali elektronska okvara:**

Nepredvidena ali nenadna napaka na Vašem Električnem Skiroju, kljub uporabi izdelka, ki je v skladu z navodili o uporabi proizvajalca izdelka.

**Potrošni material:**

Vsakršen del izdelka, za katerega proizvajalec izdelka predvideva redno menjavo in je obraba le-tega izključena tudi v osnovni garanciji, s strani proizvajalca ali pooblaščenega serviserja (gume, zavorni diski, žarnice in podobno)

**Finančni dobropis:**

Finančni dobropis je dokument s katerim opravite nakup novega izdelka v katerikoli poslovalnici Harvey Norman Trading d.o.o. za isti

as far as the right to the Partial Loss on Appliance has not been reasonably established.

Before concluding a online contract Insured is entitled to receive all informations, regarding Insurance and his right to resign from contract according to provisions of the Law governing consumer protection rights.

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.

## EXTRAJUDICIAL SETTLEMENT OF DISPUTES

An appeal against the decision of the Insurer is permitted within 15 days. The written appeal can be submitted by e-post on info@allianz-slovenija.si or by post mail on address Allianz Slovenija, podružnica, Celovška cesta 252, 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 in the internal appeal procedure or if the Insurance company does not decide in 30 days after receive, the procedure for out of court dispute may continue at Mediation center of Slovenian insurance association, Železna street 14, 1000 Ljubljana, telephon: 01 300 93 81, e-mail adress: irps@zav-zdruzenje.si, web adress: www.zav-zdruzenje.si.

## DEFINITIONS

**Deductible:**

The contractually determined amount that the insurance company deducts from the payment in every case when settling the damage (participation of the insured in the damage)..

**Mechanical or electronic failure:**

An unforeseen or sudden error on your electric scooter, despite the use of a product that complies with the instructions on using the product manufacturer.

**Consumables:**

Any part of the product for which the manufacturer provides for regular exchange and the wear is also excluded in the basic warranty, by the manufacturer or authorized repairer (rubber, brake discs, bulbs and the like)

**Financial credit:**

Financial credit is a document with which you make a purchase of a new product in any branch Harvey Norman Trading D.O.O.O. for the same amount or to pay. The value of any Financial credibility that we

znesek ali proti plačilu. Vrednost kateregakoli Finančnega dobropisa, ki vam ga damo, ne bo preseгла Nakupne cene vašega izdelka. Odločitev o zamenjavi ali ponudbi Finančnega dobropisa je v naši lastni presoji.

Mi, nas, naš (in podobne izpeljanke):

Allianz Hrvatska dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana..

Nakupna cena:

Pomeni plačano vrednost izdelka pri opravljenem nakupu (z vključenim DDV).

(Naš) zavarovalni zastopnik:

IC FRITH EUROPE zavarovalno zastopanje d.o.o., Verovškova ulica 55, 1000 Ljubljana.

Originalni dokument:

Vaš originalni račun, ki vam ga je izdal prodajalec, ki vam je izdelek prodal.

Pogoji zamenjave:

Odstavki v tem dokumentu pod naslovom »Pogoji zamenjave«.

Prodajalec/Harvey Norman:

Družba HARVEY NORMAN TRADING d.o.o., Letališka cesta 3D, 1000 Ljubljana, oziroma fizična oseba prodajalca, ki nastopa v imenu HARVEY NORMAN TRADING d.o.o..

Osnovna proizvajalčeva garancija:

Obsega tako obvezno zakonsko garancijo oziroma obvezno garancijo, ki je predpisana s pravnimi predpisi.

Prostovoljna dodatna proizvajalčeva garancija

Obsega prostovoljno dodatno proizvajalčevo garancijo po obdobju Osnovne proizvajalčeve garancije.

Podaljšano jamstvo:

Pomeni podaljšano garancijo, ki velja 1 leto po izteku Osnovne proizvajalčeve garancije in/ali Prostovoljne dodatne proizvajalčeve garancije, katera koli se izteče kasneje in odvisno od izbranega izdelka.

Super Jamstvo Električni Skiro, vaše Super Jamstvo Električni Skiro (in podobne izpeljanke):

Super Jamstvo Električni Skiro je zavarovalni produkt, ki vam zagotavlja Podaljšano jamstvo za dobo, ki ste jo kupili.

Vaš izdelek:

Izdelek, ki ste ga kupili s Super Jamstvom Električni Skiro, kot je opisan na računu.

give you will not exceed the Purchase price of your product. The decision to replace or offer a Financial credit is in our own discretion.

We, us, our (and similar derivatives):

Allianz Hrvatska dioničko društvo za osiguranje, Zagreb, Allianz Slovenija, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana.

Purchase price:

It means the value of the product in the purchase (including VAT).

(Our) Insurance Agent:

IC Frith Europe insurance representation D.O.O., Verovškova ulica 55, 1000 Ljubljana.

Original document:

Your original account issued by the seller who sold the item to you.

Terms of replacement:

Paragraphs in this document under the heading "Exchange terms".

Seller / Harvey Norman:

Harvey Norman Trading D.O.O., Airport 3D, 1000 Ljubljana, or a natural person of the seller who performs on behalf of Harvey Norman Trading D.O.O ..

Basic Manufactory Warranty:

It includes a mandatory legal guarantee or a mandatory guarantee prescribed by legal regulations

Voluntary Additional Manufactory Warranty:

It includes a mandatory legal guarantee or a mandatory guarantee prescribed by legal regulations.

Extendend Warranty:

Defined as the period of cover valid 1 year after the expiry of the Basic Manufactory Warranty and/or Voluntary Additional Manufactory Warranty, whichever expires later, depending on the selected product.

Super Warranty Electric Scooter, your Super Warranty Electric Scooter (and similar derivatives):

Super Warranty Electric Scooter is an insurance product that provides you with Extended Warranty cover for the Term you purchased.

Your product:

The product you purchased with a Super Warranty Electric Scooter as described in your account.

Vi, vaš (in podobne izpeljanke):

Fizična oseba ali osebe ali pravna oseba, navedena kot kupec na originalnem računu.

#### INFORMACIJE IN DOSTOP DO OSEBNIH PODATKOV

V skladu z Uredbo (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES, podaja Zavarovalnica Zavarovancu naslednje obvestilo o zasebnosti / varstvu osebnih podatkov:

##### *Upravljalca osebnih podatkov*

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana bo posameznikove osebne podatke obdelovala kot upravljalca osebnih podatkov. Naslov zavarovalnice: ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana.

Posameznik se lahko v primeru dodatnih vprašanj v zvezi z obdelavo njegovih osebnih podatkov ali uveljavljanja pravic, ki jih ima na podlagi predpisov, ki urejajo varstvo osebnih podatkov, obrne na pooblaščenca zavarovalnice za varstvo osebnih podatkov na elektronski naslov: [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si)

##### *Uporaba osebnih podatkov*

Zavarovalnica je upravičena obdelovati posameznikove zgoraj opredeljene osebne podatke na podlagi 268. člena ZZavar-1.

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

##### *Vrste osebnih podatkov*

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

- a.) za namen sklepanja zavarovanja naslednje podatke:
  - osebno ime, prebivališče, davčna številka, trajanje zavarovanja, zavarovalno kritje, predmet zavarovanja, zavarovančevi kontaktni podatki
- b.) za namen izvajanja zavarovalne pogodbe naslednje podatke:
  - osebno ime, prebivališče, davčna številka, oznaka škodnega spisa, datum vložitve zahtevka in izplačila

You, your (and similar derivatives):

A natural person or person or legal person listed as a buyer on an original account.

#### INFORMATION AND ACCESS TO PERSONAL DATA

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter Insurer provides Insured with privacy / personal data protection notice:

##### *The Controller of personal data*

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana, will process personal data as controllers of personal data. Address of insurer: ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana.

In the case of any questions regarding the processing of personal data or wish to exercise the rights the individual person have under the rules governing the protection of personal data the right to contact the personal data protection officer of the Insurer at the address: [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si)

##### *Use of personal data*

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

Insurer will collect, process, store, mediate 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 retaliation 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 the database from the field of insurance.

Insurer will process personal data for direct marketing only if the individual consents to the processing.

##### *Types of personal data*

Insurer will process only those personal data that are necessary for the purpose of the above defined purpose of processing. In particular, Insurer may process:

- a.) for the purpose of concluding the insurance the following information:
  - personal name, address, tax number, insurance period, insurance coverage, subject of insurance, insureds contact details
- b.) for the purpose of implementing the insurance contract the following information:

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.

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

#### *Nadaljnje posredovanje osebnih podatkov*

Zavarovalnica lahko za potrebe izvajanja zavarovalne pogodbe posamezne aktivnosti pri obdelavi osebnih podatkov za ta namen prenese na svoje pogodbeno obdelovalce osebnih podatkov.

#### *Razlogi za posredovanje osebnih podatkov*

Zavarovalnica potrebuje osebne podatke, ki so navedeni v 3. točki tega opozorila, zaradi sklepanja in izvajanja zavarovalnih pogodb. V kolikor teh osebnih podatkov ne pridobi, ne more skleniti zavarovalne pogodbe.

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

#### *Pravice posameznika v zvezi z obdelavo osebnih podatkov*

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

- pravico do dostopa do osebnih podatkov, ki se nanašajo na vas, do informacij o izvoru osebnih podatkov, do razlogov za obdelavo ter informacij o vodji obdelave, izvajalcih obdelave in prejemnikih, ki so jim vaši podatki razkriti ali jim bodo razkriti;
- pravico do preklica svoje privolitve kadar koli, če osebne podatke obdelujemo na podlagi vaše privolitve;
- pravico popraviti ali dopolniti svoje osebne podatke, da bodo vedno točni;
- pravico do izbrisa vaših osebnih podatkov, ko ti več niso potrebni za zgoraj navedene namene;
- pravico do omejitve obdelave osebnih podatkov v določenih okoliščinah, na primer ko ugovarjate točnosti osebnih podatkov, in sicer v času preverjanja njihove točnosti;
- pravico do prenosa osebnih podatkov v strukturirani obliki, kot tudi njihovega prenosa na drugo zavarovalnico;
- pravico ugovarjati avtomatizirani obdelavi osebnih podatkov in zoper odločitve, ki temelji zgolj na avtomatizirani obdelavi;
- pravico vložiti ugovor pri Zavarovalnici ali pristojnemu državnemu organu.

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

Zavarovanec lahko svojo osebno privolitev 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

- personal name, address, tax number, indication of the claim file, the date of claim notification and the payment of the indemnification, the type, place, time and description of the insured event, the description of material damage occurring in the insurance case, information on criminal offenses and offenses related to insurance cases, previous insurance cases, historical data on the history of the subject of insurance.

The personal data that were given to the Insurer on the basis of explicit consent will be processed by the Insurer in accordance with the purpose for which the consent was given.

#### *Right to share personal data*

For the needs of the insurance contract, the Insurer may for this purpose transfer individual activities of personal data processing to its contractual processors of personal data.

#### *Reasons for acquiring personal data?*

Insurer needs personal information listed in point 3 of this notice for the purpose of concluding and implementing insurance contracts. If Insurer does not acquire these personal data, an insurance contract cannot be concluded.

Other personal data, if you have given explicit consent for processing, are required by Insurer only because of the purpose for which they were given and have no affect on conclusion or implementation of the insurance contract.

#### *Individual's rights in relation to personal data processing*

Individual, on whom personal data are related to, has the right:

- the right to access personal data concerning you, information on the origin of personal data, the reasons for processing and information on the controller, processors and recipients to whom your data has been or will be disclosed;
- the right to revoke your consent at any time if we process personal data on the basis of your consent;
- the right to correct or supplement their personal data so that they are always accurate;
- the right to delete your personal data when it is no longer needed for the above purposes;
- the right to restrict the processing of personal data in certain circumstances, for example when you object to the accuracy of personal data, during the period of verification of their accuracy;
- the right to transfer personal data in a structured form, as well as their transfer to another insurance company;
- the right to object to the automated processing of personal data and against a decision based solely on automated processing;
- the right to lodge an objection with Zavarovalnica Triglav or the competent state authority.

#### *Recall of consent to process 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 he / she can in writing recall or in writing request access, supplementation, correction, blocking or deletion of personal data processed in connection therewith. In the event that his / her request is rejected by the data controller, he / she can file a complaint with the Information

pooblaščenca vložiti pritožbo in sicer tako da jo pošlje na naslov RS, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana.

*Pravica posameznika do ugovora obdelavi njegovih osebnih podatkov*

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

*Možnost vložitve poizvedbe oziroma pritožbe*

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 HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Celovška cesta 252, 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 pooblaščenca vložiti pritožbo in sicer tako da jo pošlje na naslov RS, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana. Prav tako ima možnost vložiti prijavo Informacijskemu pooblaščenca v kolikor sumi, da se njegovi osebni podatki shranjujejo ali kako drugače obdelujejo v nasprotju z javnimi predpisi.

*Obdobje hrambe osebnih podatkov*

Osebnostne podatke, pridobljene v okviru sklenitve oziroma izvajanja zavarovalne pogodbe, zavarovalnica hrani do poteka roka hrambe, kot ga določa vsakokrat veljavni 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 s točko 7 tega pravnega obvestila. Enako velja za obdelavo teh podatkov v družbah, katerim so bili osebni podatki posredovani za isti namen.

*Avtomatizirano odločanje*

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

UPORABA PRAVA IN SODNA PRISTOJNOST

Za razmerja iz te pogodbe se uporablja slovensko pravo.

KONČNE DOLOČBE

Pogoji so sestavni del Potrdila o zavarovalnem kritju in zavezujejo stranke od plačila Zavarovalne premije dalje.

Commissioner by sending it to the address RS, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana.

*Right to object to process of personal data*

If the processing of personal information is based on the legitimate interest of Insurer, including the legitimate interest of direct marketing, individual have the right to object to the processing of his/her personal information and request its termination.

*Possibility to inquiry / appeal*

Policyholder may exercise his right to access, supplement, correct, block or delete personal data processed in connection with him, in writing, sent to ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Celovška cesta 252, 1000 Ljubljana, or e-mail [dpo.slovenija@allianz-slovenija.si](mailto:dpo.slovenija@allianz-slovenija.si) or via internet with fulfilled form available on internet page of Insurer.

In the event that his request is rejected by the data controller, he / she can file a complaint with the Information Commissioner by sending it to the RS, Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana. He / she has also 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.

*Period of storage of personal data*

The personal data acquired in the context of the conclusion or implementation of the insurance contract shall be kept by the Insurer until the expiration of the retention period, as provided for in the applicable Law on Insurance.

Irrespective of the above paragraph, personal data obtained on the basis of an individual's consent shall be stored and processed by the Insurer undertaking in accordance with the purpose for which the consent was given until such consent has been withdrawn by the individual in accordance with point 7 of this legal notice. The same applies to the processing of these data in companies to whom personal data have been transmitted for the same purpose.

*Automatic decision making*

In carrying out its activities in accordance with the law Insurance will not use automated processing.

GOVERNING LAW AND COURT OF COMPETENT JURISDICTION

The relations from the insurance contract are regulated by the Slovenian law.

FINAL PROVISIONS

This General Terms and Conditions are an integral part of the Certificate and are binding by the signing the relevant documents.

The provisions of the Slovenian Code of Obligations and other Slovenian legislation shall apply to the issues that are not regulated

Za vprašanja, ki niso urejena s pogodbo ali Pogoji, se uporabljajo določila zakona, ki ureja obligacijska razmerja, in določila drugih veljavnih predpisov.

by the Contract on Cooperation and General Terms and Conditions hereof.