

**SPLOŠNI POGOJI  
za zavarovanje naprav  
SI-287-0922**

**GENERAL TERMS AND CONDITIONS  
for insurance of appliances  
SI-287-0922**

Uvodno

Introductory

**1. člen**

**Article 1**

(1) Splošni pogoji za zavarovanje naprav SI-287-0922 (v nadaljevanju: Pogoji) so sestavni del zavarovalne police sklenjene med Zavarovalnico in Zavarovalcem, ki opredeljuje zavarovanje Naprav v t.i. skupinski zavarovalni shemi, kateri Zavarovanec pristopa s plačilom zavarovalne premije.

(1) General Terms & Conditions for insurance of appliances SI-287-0922 (hereinafter: Conditions) form the integral part of the insurance policy concluded between Insurer and Policyholder, specifying insurance of Appliances in so called Group insurance scheme, to which the Insured accesses with the payment of insurance premium.

**2. člen**

**Article 2**

Naslednji izrazi v Pogojih imajo naslednji pomen:

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

**Zavarovalnica;**

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Ljubljana;

**Insurer;**

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Ljubljana;

**Zavarovalec;**

ISTYLE trgovina in storitve d.o.o., Ameriška ulica 8, 1000 Ljubljana;

**Policyholder;**

iSTYLE trgovina in storitve d.o.o., Ameriška ulica 8, 1000 Ljubljana;

**Zavarovanec;**

kupec Naprave, ki je predmet zavarovanja, kateremu s plačilom zavarovalne premije pripadajo pravice iz Zavarovalne police;

**Insured;**

the buyer of the Appliance, whom the rights from insurance belong with the payment of Insurance premium;

**Potrdilo o zavarovanju;**

pisni dokument, ki ga Zavarovalec skupaj z računom izroči Zavarovancu ob plačilu zavarovalne premije in nakupu Naprave ter vključuje podatke o Zavarovancu, Zavarovalnem kritju, Napravi, Zavarovalnem obdobju in zavarovalni premiji;

**Certificate;**

a written document given with invoice to Insured by Policyholder at the payment of premium and purchase of Appliance and contains all the necessary information about the Insured, Insurance coverage, Appliance, Insurance period and Insurance premium;

**Zavarovalna vsota;**

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

**Sum insured;**

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

**Zavarovalno obdobje;**

časovno opredeljeno Zavarovalno kritje, ki za Naprave iz Skupine 1 znaša največ 60 mesecev, za Naprave iz Skupine 2 in Skupine 3 pa največ 24 mesecev;

**Insurance period;**

period of Insurance cover provided by Insurance for Appliances specified in Group 1 of at most 60 months and for Appliances specified in Group 2 and in Group 3 for the period of at most 24 months.

**Zavarovalno kritje;**

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

**Insurance cover;**

In accordance with the Conditions time, territorially and monthly limited scope insured perils for the object of insurance;

**Naprave;**

označene nove naprave blagovne znamke Apple™, vključno s pametnimi urami, z vključenimi/priloženimi polnilniki kupljene pri Zavarovalcu oziroma njihove nadomestitve v primeru Popolne škode;

**Appliances;**

designated new devices of trade mark Apple™, including smart watches, with chargers included bought at Policyholder or its replacements in the case of Total loss;

**Lastni delež;**

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

**Own share;**

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

**Vavčer;**

zavarovalnina izplačana Zavarovancu v obliki vrednostnega bona za primer Popolne škode na Napravi, ki se lahko koristi za nakup izdelkov pri Zavarovalcu v obdobju 12 mesecev od prejema;

**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 kritija Vlomska tatvina in rop;

**Zavarovalna vrednost;**

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

**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;

**Klicni center;**

Klicni center ima telefonsko številko 080 51 01 v primeru škodnega dogodka v Sloveniji in telefonsko številko 00 43 1 525 03 64 28 v primeru nastanka škodnega dogodka v tujini. Dosegljiv je tudi preko elektronskega naslova: [istyle.si@allianz-assistance.at](mailto:istyle.si@allianz-assistance.at).

Predmet zavarovanja**3. člen**

(1) Predmet zavarovanja so Naprave.

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

**Voucher;**

Indemnification paid to the Insured in a form of value coupon in case of total loss on the appliance, which can be cashed in only for purpose of buying products at Policyholder in a period of 12 months after receipt;

**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 Policyholder;

**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 manufacturer's mistake in designing, calculation, servicing or assembling;

**Call center;**

The Insured may report the occurrence of the loss event on the telephone number 080 51 01 in Slovenia and 00 43 1 525 03 64 28 when abroad. It can be reachable also via e-mail: [istyle.si@allianz-assistance.at](mailto:istyle.si@allianz-assistance.at).

Object of insurance and own share**Article 3**

(1) Subjects of Insurance are Appliances.

(2) When buying individual components of the Appliance, insurance shall apply to mark and the individually insured components only (hereafter: Appliances).

(3) Naprave so razdeljene v tri skupine:

- Skupina 1;  
Tablični računalniki, prenosni računalniki, osebni računalniki

Za Naprave iz SKUPINE 1 je mogoče pristopiti k zavarovanju zavarovalnega kritja Dodatna zaščita in Naključna škoda ter vlomska tatvina in rop, kar je opredeljeno v Potrdilu o zavarovalnem kritju.

- Skupina 2;  
Mobilni telefoni

Za Naprave iz SKUPINE 2 je mogoče pristopiti k zavarovanju zavarovalnega kritja Dodatna zaščita, Naključna škoda, Vlomska tatvina in rop in Nepooblaščen uporaba mobilnega telefona in tabličnega računalnika, kar je opredeljeno v Potrdilu o zavarovalnem kritju.

- SKUPINA 3  
Pametne ure

Za Naprave iz SKUPINE 3 je mogoče pristopiti k zavarovanju zavarovalnega kritja Naključna škoda, kar je opredeljeno v Potrdilu o zavarovalnem kritju.

(4) Naprave so razvrščene v naslednje cenovne kategorije:

Skupina 1;

Cenovna kategorija v EUR z vključenim DDV	Lastni delež v EUR	Zavarovalna premija v EUR (z DPZP) za zavarovalno obdobje 3 let	Zavarovalna premija v EUR (z DPZP) za zavarovalno obdobje 5 let
0-500,00	50,00	51,02	82,83
500,01-750,00	60,00	71,89	104,35
750,01-1000,00	70,00	92,62	135,51
1000,01-1500,00	90,00	124,20	178,18
1500,01-2000,00	100,00	155,93	241,57
2000,01-3000,00	120,00	198,97	315,36
3000,01-4000,00	140,00	250,95	386,57
4000,01-5000,00	160,00	312,65	428,40
5000,01-6000,00	200,00	354,44	470,39

Skupina 2

(3) The appliances are divided into three groups:

- GROUP 1  
Tablet PC, Notebook, PC

Appliances from GROUP 1 can be insured with insurance coverage Extended Warranty and Accidental Damage and Burglary with Theft and Robbery as it is noted on Certificate.

- GROUP 2  
Mobile phone

Appliances from GROUP 2 can be insured with insurance coverage Extended Warranty, Accidental Damage, Burglary With Theft and Robbery and Costs of Unauthorized Use of the Mobile Phone and Tablet Computer (Airtime Abuse) as it is noted on Certificate.

- GROUP 3  
Smart watches

Appliances from GROUP 3 can be insured with insurance coverage Accidental Damage as it is noted on Certificate.

(4) Appliances are divided in the following price categories:

GROUP 1

Price category in EUR including VAT	Own share in EUR	Insurance premium in EUR (incl. IPT) per Insurance period of 3 years	Insurance premium in EUR (incl. IPT) per Insurance period of 5 years
0-500,00	50,00	51,02	82,83
500,01-750,00	60,00	71,89	104,35
750,01-1000,00	70,00	92,62	135,51
1000,01-1500,00	90,00	124,20	178,18
1500,01-2000,00	100,00	155,93	241,57
2000,01-3000,00	120,00	198,97	315,36
3000,01-4000,00	140,00	250,95	386,57
4000,01-5000,00	160,00	312,65	428,40
5000,01-6000,00	200,00	354,44	470,39

GROUP 2

Cenovna kategorija v EUR z vključenim DDV	Lastni delež v EUR	Zavarovalna premija v EUR (z DPZP) za zavarovalno obdobje 1 leta	Zavarovalna premija v EUR (z DPZP) za zavarovalno obdobje 2 let
0-650,00	60,00	79,90	137,90
650,01-950,00	90,00	84,90	149,90
950,01-1250,00	120,00	92,90	170,90
1250,01-1500,00	150,00	111,90	195,90
1500,01-1750,00	180,00	134,90	229,90
1.750,00-2.300,00	220,00	165,90	269,90
2.300,00-2.500,00	260,00	189,90	319,90

Skupina 3:

Cenovna kategorija v EUR z vključenim DDV	Lastni delež v EUR	Zavarovalna premija v EUR (z DPZP) za zavarovalno obdobje 2 let
0-500,00	50,00	89,99
500,01-750,00	75,00	109,99
750,01-1.000,00	100,00	129,99

(5) Cenovna kategorija predstavlja maloprodajno ceno Naprave brez ugodnosti Zavarovalca ali proizvajalca Naprave.

#### Zavarovalna kritja

#### 4. člen

##### Dotatna 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.

(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, katerakoli 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.

Price category in EUR including VAT	Own share in EUR	Insurance premium in EUR (incl. IPT) per Insurance period of 1 year	Insurance premium in EUR (incl. IPT) per Insurance period of 2 years
0-650,00	60,00	79,90	137,90
650,01-950,00	90,00	84,90	149,90
950,01-1250,00	120,00	92,90	170,90
1250,01-1500,00	150,00	111,90	195,90
1500,01-1750,00	180,00	134,90	229,90
1.750,00-2.300,00	220,00	165,90	269,90
2.300,00-2.500,00	260,00	189,90	319,90

Group 3:

Price category in EUR including VAT	Own share in EUR	Insurance premium in EUR (incl. IPT) per Insurance period of 2 years
0-500,00	50,00	89,99
500,01-750,00	75,00	109,99
750,01-1.000,00	100,00	129,99

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

#### Insured coverage's

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

(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.

## 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 nepredvljivih dogodkov, in sicer:

- poškodbe zaradi nenamerne politja v ali na napravo;
- lom naprav zaradi padca ali udarca;
- 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.

## 7. člen

### Nepooblaščen uporaba mobilnega telefona

(1) Zavarovalnica se v Zavarovalnem obdobju zavezuje Zavarovancu kriti stroške nepooblaščen opravljenih storitev z Napravo iz Skupine 2 (klici, tekstovna sporočila, multimedijška sporočila, elektronska sporočila itd.) do višine določene Zavarovalne vsote, v kolikor je prišlo do uporabe po dokončani vlomski tatvini ali ropu in brez pooblastil Zavarovanca.

(2) Zavarovalnica krije zgoraj omenjene stroške od trenutka odtujitve zavarovanega mobilnega telefona, vendar največ v obdobju 24 ur pred podajo prijave o odtujitvi Naprave iz Skupine 2 na Policijsko postajo in skladno s Pogoji.

### Območje kritja

## 8. člen

## 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 or hit;
- 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.

## Article 7

### Costs of unauthorized use of the Mobile phone (Airtime abuse)

(1) The insurer is obligated in the time period of insurance coverage to cover costs of unauthorized use of Appliance specified in Group 2 (calls, SMS, MMS, email, and similar) up to Sum insured, if the use was conducted after burglary or robbery and without authorization by Insured.

(2) Insurance company covers the above mentioned costs incurred after the loss of the insured Mobile phone, however only within the period of 24 hours before the Insured reported the loss of the Appliance specified in Group 2 to the police authority and in accordance with Conditions.

### Territorial coverage

**Article 8**

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

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

Začetek in prenehanje zavarovalnega kritja**9. člen**

(1) Zavarovalno kritje se začne z datumom začetka zavarovanja in preneha z iztekom 24. ure datuma konca zavarovanja, kar je navedeno v Potrdilu o zavarovanju.

Če bo zavarovanje sklenjeno na daljavo (npr. preko interneta), bo Zavarovalnica Zavarovancu v elektronski obliki, na elektronski naslov, ki ga je Zavarovanec navedel ob sklenitvi zavarovanja potrdila, da je zavarovalna pogodba sklenjena in mu, prav tako v elektronski obliki posredovala Potrdilo o zavarovalnem kritju, skupaj z vso pogodbeno dokumentacijo

(2) Ne glede na prejšnji odstavek 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.

(3) Ne glede na navedeno v predhodnih odstavkih 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 ter uveljavljanja pravice iz 1. odstavka 13. člena Pogojev.

Inception and termination of insurance cover**Article 9**

(1) Insurance coverage for appliance shall commence on the day of inception of insurance and ends on expiry day on 24:00 as noted on Certificate.

If the insurance is concluded remotely (via Internet), the Insurer will confirm to the Insured in electronic form, to the e-mail Insured provided when concluded insurance contract, that the insurance contract has been concluded and provide him with a Certificate of insurance coverage, together with all contractual documentation.

(2) Notwithstanding the above, 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.

(3) Irrespective of the preceding paragraphs, the insurance coverage shall terminate:

- in case of a Total loss of the object of insurance;
- in case of replacement of Appliance or return of the payment for Appliance due to exercising rights arising from Statutory required warranty and/or additional (voluntary) warranty of the manufacturer by Insured and exercising rights from paragraph 1 of article 13 of GTC.

Obveznosti Zavarovalnice in Zavarovalca**10. člen**

(1) Na podlagi upravičenega zahtevka Zavarovanca iz naslova Delne škode na Napravi se Zavarovalnica zavezuje poravnati stroške popravila Naprave pri pooblaščenem proizvajalčevem servisu ali Zavarovancu zagotoviti nadomestno napravo (t.i. exchange device) skladno s pravili proizvajalca Apple.

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

(3) Na podlagi upravičenega zahtevka Zavarovanca iz naslova Popolne škode na Napravi se Zavarovalnica zavezuje Zavarovancu zagotoviti novo Napravo ali nadomestno napravo (t.i. exchange device) skladno s pravili proizvajalca Apple ali Vavčer skladno z 11.

Duties of the Insured and Policyholder**Article 10**

(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 or provide a replacement device (exchange device) in accordance with the terms of the manufacturer Apple.

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

(3) Based on the reasonable request of the Insured arising from Total Loss to the Appliance, the Insurer obliges itself to indemnify the Insured by providing the Insured a new Appliance or replacement device (exchange device) in accordance with the terms of the manufacturer Apple or with Voucher in compliance with Article

členom Pogojev, o čemer odloča Zavarovalnica. O obstoju Popolne škode odloča Zavarovalnica.

(4) V kolikor popravilo ni mogoče zaradi pravil proizvajalca, je Zavarovanec v primeru upravičenega zahtevka iz naslova Popolne škode na Napravi upravičen do nadomestne naprave (t.i. exchange device) skladno s pravili proizvajalca Apple™ ali do Vavčerja skladno z 11. členom Pogojev, o čemer odloča Zavarovalnica.

(6) Zavarovalnica in Zavarovalec 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) Zavarovalec se zavezuje Zavarovancu predložiti Pogoje.

## Zavarovalna vsota

### 11. člen

(1) Zavarovalna vsota predstavlja najvišjo obveznost Zavarovalnice v primeru nastanka zavarovanega škodnega primera in se znižuje glede na starost Naprave.

Zavarovalna vsota za Skupino 1 ne presega 6.000,00 EUR na en škodni dogodek, za Skupino 2 ne presega 1.750,00 EUR na en škodni dogodek in za Skupino 3 ne presega 500 EUR na en škodni dogodek.

(2) Ne glede na navedeno v prejšnjem odstavku Zavarovalna vsota za kritje Nepooblaščen uporaba mobilnega telefona ne presega 1.750,00 EUR na en škodni dogodek.

(3) Zavarovalna vsota na en zavarovalni primer;

- v prvem letu starosti naprave ne presega 100 % zavarovalne vrednosti,
- v drugem letu ne presega 90 % zavarovalne vrednosti
- v tretjem letu ne presega 80 % zavarovalne vrednosti,
- v četrtem letu ne presega 60 % zavarovalne vrednosti,
- v petem letu ne presega 40 % zavarovalne vrednosti

pri čemer prvo leto prične teči od dneva plačila premije.

(4) Obdobje leta znaša 365 dni oz. v primeru prestopnega leta 366 dni od dneva začetka veljavnosti zavarovanja.

## Izključitve

### 12. 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,

11 of GTC under the decision by Insurer. The existence of Total loss is to be decided by insurer.

(4) Where the repair is not possible due to rules of manufacturer, the Insured in the event of a justified claim from Total Loss to the Appliance is entitled to the replacement device (exchange device) in accordance with the terms of the manufacturer Apple™ or to the voucher in compliance with Article 11 of GTC under the decision by Insurer.

(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 the Conditions to the Insured.

## Sum insured

### Article 11

(1) The Sum Insured shall be the maximum liability of the Insurer as per loss event and is reduced according to the age of appliance.

The sum insured for appliances correspond to the selling price of the appliances but shall not exceed 6.000,00 EUR per loss event for Group 1, 1.750,00 EUR per loss event for Group 2 and 500 EUR per loss event for Group 3.

(2) Irrespective of what is stated in the previous paragraph the sum insured for Costs of unauthorized use of the Mobile phone (air abuse) does not exceed 1.750,00 EUR per loss event.

(3) The sum insured as per loss event;

- in 1st year there is not limit of insured value (100%),
- in 2rd year is limited up to 90% of insured value,
- in 3rd year is limited up to 80% of insured value,
- in 4rd year is limited up to 60% of insured value,
- in 5rd year is limited up to 40% of insured value,

whereby the first year starts to run at the day of payment of premium.

(4) Year period consists of 365 days or 366 days in case of a leap year from the day of commencement of the insurance coverage.

## Exclusions

### Article 12

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

a.) in case of loss directly or indirectly arising from war, civil war, warlike or civil warlike operations, insurrection, internal/domestic unrest, political violent acts, assassinations or acts of terrorism, expropriation or practices equal to expropriation, confiscation, deprivation of control or other

- razlastitve in razlastitvi enakovrednih postopkov, zasega, odvzema nadzora ali drugih primerov višje sile ter zaradi naravnih in nuklearnih nesreč;
- b.) v primerih škod, ki so posledica naravnega elektromagnetnega valovanja oz. elektromagnetnega valovanja, ki ga je povzročil človek;
  - c.) v primerih posredne škode in/ali posledične škode, povezane z zavarovanim škodnim dogodkom, izgube dobička in kazni;
  - d.) za neposredne ali posredne poškodbe drugih naprav;
  - e.) za odpravo manjših napak ali poškodb, zlasti zaradi praskanja, drgnjenja, strganja, ribanja ali drugih estetskih napak v videzu ali v lastnostih naprave, ki ne vplivajo na tehnično delovanje Naprave;
  - f.) za stroške rednega vzdrževanja, čiščenja ali drugih storitev;
  - g.) za oblikovne, proizvodne ali druge napake, ki privedejo do izvedbe odpoklica s strani proizvajalca, znanega tudi kot epidemični oz. pandemični odpoklic;
  - h.) za finančni zlom trgovca in/ali kateregakoli pooblaščenega serviserja;
  - i.) za potrošni material, kot npr. baterije in akumulatorske celice;
  - j.) za odgovornost iz naslova produktne odgovornosti;
  - k.) v primerih poškodb, uničenja ali izgube Naprave, ki so posledica:
    - zapustitve, pozabe ali izgube ter najema ali zakupa;
    - neprekinjene rabe in običajne obrabe;
    - požara;
    - neposredni ali posredni vremenski vpliv, kot je dež ali sneg;
    - neupoštevanja navodil za namestitvev in delovanje ali drugih nepravilnih namestitvev, lastnih nepravilnih poizkusov poprave naprave, posledične/nadaljnje 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;
    - delovanja vlage;
    - tatvine, zatajitve, goljufije, prikrivanja, izneverjenja ali drugega kaznivega dejanja ali prekrška, ki ima za posledico poškodovanje ali izginotje naprave.

cases of *force majeure* and owing to natural disasters or nuclear energy;

- b.) in case of natural electromagnetic waves or electromagnetic waves caused by humans;

- c.) in case of indirect damages, consequential losses in connection with the insured event, loss of earnings and penalties;
- d.) for direct or indirect damages to other appliances;
- e.) for the elimination of minor defects or damages arising from scratching, scrubbing scraping, grating in particular and other defects in appearance or characteristics of the appliance, that do not affect the technical use of the appliance;
- f.) for regular maintenance, cleaning and other services;
- g.) for design, production and other defects, that leads to a recall by the manufacturer, also known as epidemic or pandemic recall;
- h.) for a financial collapse of the merchant and/or any other authorized service;
- i.) for consumable supplies such as batteries and chargeable cells;
- j.) for the product liability;
- k.) in case of damage, destruction or loss of appliance resulting from:

- abandoning, forgetting or losing, renting or leasing;
- continuous usage, ordinary wear and tear;
- fire;
- direct 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;
- 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;

#### Return of the appliance and premium and termination of insurance contract

Vračilo Naprave in premije ter prenehanje zavarovalnega kritja

#### Article 13

#### 13. člen

(1) If an appliance is returned due to any reason which is stipulated in Consumer protection act and the reason for the return is approved



(1) V primeru vračila kupljene naprave Zavarovanca iz razlogov, ki jih določajo predpisi s področja varstva potrošnikov in potrditve razloga vračila s strani Zavarovalca, ima Zavarovanec pravico do popolnega vračila premije, v kolikor pravica do delne škode na Napravi ni bila upravičeno uveljavljena.

(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 gre do vsakokrat veljavnih predpisih.

Zavarovanec ima pravico, da v roku 14 dni od dneva sklenitve zavarovanja preko interneta, odstopi od zavarovalne pogodbe ne da bi mu bilo treba 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 do popolnega vračila premije, v kolikor pravica do delne škode na Napravi ni bila upravičeno uveljavljena.

(4) Zavarovanec je pred sklenitvijo pogodbe na daljavo upravičen, da v primernem času prejme vse informacije v zvezi z Zavarovanjem in pravico do odstopa pogodbe, do katerih je upravičen kot potrošnik v skladu s predpisi, ki urejajo varstvo potrošnikov, prav tako ima pravico zahtevati izpis vseh informacij, ki urejajo njegovo Zavarovanje v pisni obliki ter podati zahtevo za spremembo komunikacijskega kanala.

#### Obveznosti Zavarovanca in Zavarovalca po zavarovanem škodnem dogodku

#### 14. člen

(1) Zavarovanec se obvezuje:

- a) ob nakupu Naprave v enkratnem znesku plačati premijo za zavarovanje;
- b) o škodnem dogodku, za katerega je sklenjeno zavarovanje, obvestiti Zavarovalca 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 internetni strani zavarovalnice <http://www.allianz-slovenija.si/>), ki ga mora poslati na elektronski naslov [istyle.si@allianz-assistance.at](mailto:istyle.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 51 01 v primeru škodnega dogodka v Sloveniji in na telefonsko številko 00 43 1 525 03 6428 v primeru nastanka škodnega dogodka v tujini,
- c) aktivno ukrepati pri preprečevanju ali zmanjšanju škode ter pridobiti in predložiti zahtevke in vse razpoložljive dokaze

by Policy holder's experts, in such cases the full insurance premium shall be returned to the Insured person as far as the right to the Partial Loss on Appliance has not been reasonably established.

(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.

The insured has the right to withdraw from the insurance contract within 14 days from the day of concluding the insurance via the Internet without having to state the reason for his decision or pay a contractual penalty.

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

(4) 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, also Insured has the right to request a printout of all information governing his Insurance in writing and to request a change in the communication channel.

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

#### Article 14

(1) The Insured shall be obliged to:

- a) pay the premium for the insurance cover in a lump sum when buying the appliance;
- b) 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 <http://www.allianz-slovenija.si/>) and send this to per mail to [istyle.si@allianz-assistance.at](mailto:istyle.si@allianz-assistance.at).
  - Following, the Insured may submit the claim form with the appliance to the authorised 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 51 01 in Slovenia and 00 43 1 525 03 6428 when abroad during business hours between Monday to Friday between 9 AM and 6 PM.
- c) be engaged actively in prevention or decrease of loss and obtain and provide claims against third parties in the correct form and timely – and judicially if necessary;

zoper tretje osebe v pravilni obliki in pravočasno, če je potrebno tudi po pravni poti;

d). omogočiti predstavnikom Zavarovalnice, ob pomoči Zavarovalca, vpogled v potrebno dokumentacijo, ki omogoča določanje vzroka izgube, kakovostno oceno in likvidacijo škode, ter ga obvestiti o vseh okoliščinah, ki so povezane z zavarovalnim primerom, zlasti pa izročiti vse zahtevane listine;

e). o dogodkih, nastalih zaradi eksplozije, vloma ali ropa skladno z zakonskimi predpisi obvestiti pristojni policijski organ;

f). 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.

(2) 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.

## 15. člen

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

- ime in priimek kupca, 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,
- 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,
- datum veljavnosti Potrdila o zavarovanju (začetek in konec zavarovalnega kritja).

## 16. 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 je predpogoj za prevzem nadomestne ali popravljene Naprave in se opravi na TRR pooblaščenega serviserja.

(3) Plačilo Lastnega deleža se v primeru;

- Popolne škode obračuna v izračunu vrednosti Vavčerja Zavarovalca,

d) make it possible for the representatives of the Insurer, with the assistance of the Policyholder, an insight into any necessary documents that provide opportunity for determining the cause of loss, quality assessment and claim handling and settlement, inform them about all circumstances in connection with the event insured against and furnish them with all the required documents in particular;

e) notify the relevant police authority about occurrences incurred because of explosion, burglary or theft in conformity with statutory provisions;

f) 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.

(2) 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 15

(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,
- 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,
- Period of insurance (inception and termination of insurance).

## Article 16

(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 the own share (contribution) shall serve as pre-condition for taking-over the replaced or repaired appliance. The payment shall be carried out to the bank account of the authorized service.

(3) Payment of Own Share is in the case of;

- Total Loss calculated in the value of the Voucher issued by Policyholder,

- Delne škode plača neposredno pooblaščenemu serviserju.
- Partial damage paid directly to the authorized repairmen.

## 17. člen

(1) Zavarovanec soglaša, da se lastninska pravica v primeru Popolne škode na Napravi prenese na Zavarovalnico v trenutku, ko Zavarovanec prejme nadomestno Napravo ali Vavčer.

### Informacije in dostop do osebnih podatkov

## 18. člen

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:

#### *Upravljevec osebnih podatkov*

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Dimičeva ulica 16, bo posameznikove osebne podatke obdelovala kot upravljevec osebnih podatkov. Naslov zavarovalnice: ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Dimičeva ulica 16, 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, lahko 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 bo zavarovalnica obdelovala:

- a.) za namen sklepanja zavarovanja naslednje podatke:
  - osebno ime, prebivališče, davčna številka, trajanje zavarovanja, zavarovalno kritje, predmet zavarovanja,

## Article 17

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 a replacement appliance or Voucher.

### Information and access to personal data

## Article 18

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, Dimičeva ulica 16, will process personal data as controllers of personal data. Address of insurer: ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Dimičeva ulica 16, 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 will process:

- a) for the purpose of concluding the insurance the following information:

zavarovančevi kontaktni podatki (elektronski naslov, številka mobilnega telefona);

- b.) 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.

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:

- 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 nepotrebne 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 nepotrebne odlašanja izbrise osebne podatke v zvezi z njim, upravljavec pa ima obveznost osebne podatke brez nepotrebne odlašanja izbrisati, kadar so podani zakonski razlogi;
- do omejitve obdelave, skladno z zakonskimi pogoji;
- 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;

- personal name, address, tax number, insurance period, insurance coverage, subject of insurance, insureds contact details (e.mail and mobile phone number);

- b) for the purpose of implementing the insurance contract the following information:

- 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:

- to access personal data processed by the operator and relating thereto;
- up to the correction and amendment: the data subject has the right to have the controller rectify inaccurate personal data in connection with him without undue delay; the data subject shall, having regard to the purposes of the processing, have the right to supplement incomplete personal data, including the submission of a supplementary declaration;
- to the deletion: the data subject has the right to have the controller delete personal data relating to him without undue delay, controller has the obligation to delete personal data without undue delay when legal reasons are given;
- up to the limitation of processing, in accordance with legal conditions;
- to the transferability of data: the data subject has the right to receive personal information relating to him held by the controller in a structured, widely used and machine-readable form, and the right to forward that information to another controller without obstruction of controller, to whom the personal data were provided, when the legal conditions for this are imposed;

- do umika soglasja: posameznik, na katerega se osebni podatki nanašajo, lahko kadarkoli umakne soglasje, ki je bilo dano za obdelavo njegovih osebnih podatkov.
- withdrawal of consent: the data subject may at any time withdraw the consent given for the processing of his personal data.

#### *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 prekliche 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 pooblaščenca vložijo 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 izbriša 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, 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 pooblaščenca vložijo 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 veljavnimi 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 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 privolitve dana, dokler takšna privolitve 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.

#### Izvensodno reševanje sporov

#### *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 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, Dimičeva ulica 16, 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.

#### Extrajudicial settlement of disputes

### Article 19

## 19. 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, zavarovalna podružnica, Dimičeva ulica 16, 1000 Ljubljana.

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

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

(4) 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](mailto:irps@zav-zdruzenje.si), spletni naslov: [www.zav-zdruzenje.si](http://www.zav-zdruzenje.si).

### Uporaba prava in sodna pristojnost

## 20. člen

(1) Za razmerja med Zavarovalnico, Zavarovalcem 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

## 21. člen

(1) Pogoji so priloga k Potrdilu o zavarovanju in zavezujejo stranke od dneva plačila zavarovalne premije dalje.

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

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, zavarovalna podružnica, Dimičeva ulica 16, Ljubljana.

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

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

(4) In case of not agreeing with the decision of the appeal committee 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 address: [irps@zav-zdruzenje.si](mailto:irps@zav-zdruzenje.si), web adress: [www.zav-zdruzenje.si](http://www.zav-zdruzenje.si).

### Governing law and court of competent jurisdiction

#### Article 20

(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 21

(1) This Conditions form an integral part to the Certificate and are binding for both parties as of the day of payment of Insurance premium.

(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.