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SPLOŠNI POGOJI
za zavarovanje naprav SI-266-0321

GENERAL TERMS AND CONDITIONS
for insurance of appliances
SI-266-0321

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za zavarovanje naprav
SI-266-0321

Uvodno

1. člen

(1) Splošni pogoji za zavarovanje naprav SI-266-0321 (v nadaljevanju: Pogoji) so sestavni del zavarovalne police sklenjene med Zavarovalnico in Partnerjem, ki opredeljuje zavarovanje Naprav v t.i. skupinski zavarovalni shemi, kateri Zavarovanec pristopa s podpisom Potrdila o zavarovanju.

2. člen

Naslednji izrazi v Pogojih imajo naslednji pomen:

Zavarovalnica;

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana

Partner;

Telemach d.o.o., Brnčičeva 49A, 1231 Ljubljana - Črnuče, pri katerem se lahko pod določenimi pogoji sklene zavarovanje Naprav, ki pomeni dopolnitev oziroma je v povezavi s storitvami, ki jih ta izvaja v okviru svoje dejavnosti;

Zavarovanec;

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

Potrdilo o zavarovanju;

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

Zavarovalna premija;

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

Zavarovalna vsota;

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

Zavarovalno obdobje;

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

GENERAL TERMS AND CONDITIONS
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Introductory

Article 1

(1) General Terms & Conditions for insurance of appliances SI-266-0321 (hereinafter: Conditions) form the integral part of the insurance policy concluded between Insurer and Partner, specifying insurance of Appliances in so called Group insurance scheme, to which the Insured accesses with signing the Certificate.

Article 2

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

Insurer;

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana;

Partner;

Telemach d.o.o., Brnčičeva 49A, 1231 Ljubljana - Črnuče, whereby under certain conditions the insurance of Appliance can be concluded. The insurance is the supplementation or is in connection with the services that Partner is executing in the context of its activities;

Insured;

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

Certificate;

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

Insurance premium;

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

Sum insured;

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

Insurance period;

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

Zavarovalno kritje;

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

Naprave;

označene nove naprave kupljene pri Partnerju v kolikor je Zavarovanec Partnerjev naročnik;

Lastni delež;

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

Predmet kritja - škoda

Predmet kritja po zavarovanju na podlagi te pogodbe so stroški popravila zaslona v višini do Zavarovalne vrednosti Naprave.

Omejitve kritja

zavarovalno kritje po tem zavarovanju Zavarovalnica zagotavlja v primeru pogodbeno dogovorjenih poškodb zaslona naprave, ki niso zajete z Zakonsko zahtevano proizvajalčevo garancijo oziroma Dodatno (prostovoljno) proizvajalčevo garancijo. Zavarovanje krije zgolj popravilo, z namenom povrnitve polne uporabnosti zaslona naprave.

Zavarovalna vrednost;

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

Zakonsko zahtevana proizvajalčevo 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) proizvajalčevo 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 60 70 v primeru škodnega dogodka v Sloveniji in telefonsko številko 00 43 1 525 03 67 86 v primeru nastanka škodnega dogodka v tujini. Dosegljiv je tudi preko elektronskega naslova: telemach.si@allianz-assistance.at.

Predmet zavarovanja**Insurance cover;**

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

Appliances;

designated new devices bought at Partner as long as the Insured is subscribed at Partner;

Own share;

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

Subject of Coverage

Subject of coverage of insurance on the basis of this contract is the cost of repairing the screen in the amount of up to the Insured Value of the Appliance.

Limitation of coverage

insurance provided under this insurance by Insurer in the case of contractual agreed damages of Appliance's display, which are not covered during the statutory required warranty of the manufacturer or/and additional (voluntary) manufacturer's warranty. The insurance solely covers the repair to restore the correct functionality of the Appliance's display.

Insured value;

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

Statutory required warranty of the manufacturer;

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

Additional (voluntary) warranty of the manufacturer;

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

Call center;

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

Object of insurance

3. člen

(1) Predmet zavarovanja so Naprave: mobilni telefoni in tablice.

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

(3) Cenovna kategorija Naprav kot predmeta zavarovanja je določena z vključenim davkom na dodano vrednost (DDV) in je podlaga za obračun premije z vključenim davkom od prometa zavarovalnih poslov (DPZP):

Cenovna kategorija v EUR z vključenim DDV	Lastni delež v EUR (le v drugem in v vseh naslednjih škodnih primerih)
50-1750,00	50

Zavarovalna kritja

4. člen

Kritje popravila zaslona

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

- mehanske poškodbe zaslona Naprave, vključno z lomom ali razpokami,
- poškodbe povzročene na zaslonu zaradi nenamernega politja v ali na napravo;

(2) Zavarovalnica in Partner nista odgovorna Zavarovancu za Škodo ali poškodbe drugih delov Naprave (ohišje, matična plošča, baterija, kontakti, sprednja in zadnja kamera, mikrofoni, USB/SIM kartica, vhod za slušalke ali kateri koli drug del Naprave) in takšna škoda ali poškodbe niso predmet zavarovanja po teh pogojih.

(3) Predmet zavarovanja po tej pogodbi je do največ štirih škodnih dogodkov v skladu s temi pogoji, ki nastopijo v času veljavnosti zavarovanja (Zavarovalno obdobje) za Napravo, pri čemer bo Zavarovalnica za Napravo krila največ 2 škodna dogodka v obdobju 12 mesecev.

Območje kritja

5. člen

(1) Zavarovalno kritje velja na ozemlju celega sveta.

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

Article 3

(1) Subjects of Insurance are Appliances: mobile phones and tablet computers.

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

(3) Price category of Appliances as an object of insurance is determined by included VAT and is the basis for the calculation of the premium with the included insurance tax:

Price category in EUR including VAT	Own share (contribution) in EUR (only for 2nd and all following claims)
50-1750,00	50

Insured coverages

Article 4

Screen fix coverage

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

- mechanical damage of the display of the Appliance - including breaking or cracking
- damage caused to the display by unintentional spills on the Appliance.

(2) Insurer and the Policyholder are not responsible to Insured for loss or damage of other parts of Appliance (casing, motherboard, battery, buttons, front and back camera, speaker, USB/SIM cards, headphones ports) and such Loss or damages are not subject of insurance under this GTC,.

(3) Object of insurance under this contract are max 4 occurrences for Appliance according to this GTC that occur in time of Insurance period, whereby the Insurer will cover max 2 occurrences for Appliance per period of 12 months.

Territorial coverage

Article 5

The insurance coverage shall be valid worldwide.

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

Pristop k zavarovanju, Začetek in prenehanje zavarovalnega kritja

6. člen

- (1) Zavarovanec s podpisom Potrdila o zavarovanju izraža neizpodbitno voljo za pristop k zavarovanju Naprave.
- (2) Zavarovalno kritje Naprave je podano pod pogojem, da ima Zavarovanec veljavno sklenjeno naročniško razmerje pri Partnerju.
- (3) Datum začetka zavarovanja in prenehanja sta navedena v Potrdilu o zavarovanju, pri čemer zavarovalno kritje nastopi naslednji dan po sklenitvi Pogodbe o naročniškem razmerju oziroma Aneksa o nakupu aparata.
- (4) Zavarovanec lahko pristopi k zavarovanju za Napravo:
 - neposredno ob nakupu Naprave in sklenitvi Pogodbe o naročniškem razmerju oziroma Aneksa o nakupu aparata oziroma najkasneje v roku 7-ih dni po nakupu Naprave in sklenitvi Pogodbe o naročniškem razmerju oziroma Aneksa o nakupu aparata,kasnejši oz. naknaden pristop k zavarovanju ni mogoč.
- (5) Ne glede na navedeno v 3. odstavku tega člena zavarovalno kritje preneha v primeru:
 - zamenjave Naprave ali vračila kupnine za Napravo pri Zavarovančevem utemeljenem uveljavljanju pravice iz naslova Zakonsko zahtevane proizvajalčeve garancije in Dodatne (prostovoljne) proizvajalčeve garancije,
 - prenehanja naročniškega razmerja Zavarovanca pri Partnerju.

Obveznosti Zavarovalnice in Partnerja

7. člen

- (1) Na podlagi upravičenega zahtevka Zavarovanca iz naslova Škode na Napravi se Zavarovalnica zavezuje poravnati stroške popravila Naprave pri proizvajalčevem servisu, določenem s strani Zavarovalnice.
- (2) V kolikor popravilo pri proizvajalčevem servisu, določenem s strani Zavarovalnice, 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 proizvajalčevega serviserja, ki je opravil prvotno popravilo. Dodatne stroške, ki nastanejo zaradi izboljšav Naprave med postopkom popravila, krije Zavarovanec.
- (3) Zavarovalnica in Partner ne odgovarjata Zavarovancu za izgubo podatkov, shranjenih na Napravi, do katerih lahko pride v posledici ali v povezavi s popravilom Naprave. Zavarovanec je izključno sam odgovoren za ustrezno shranitev podatkov in za izdelavo potrebnih varnostnih kopij podatkov.
- (4) Partner se zavezuje Zavarovancu predložiti Pogoje.

Inception and termination of insurance cover

Article 6

- (1) Insured express with the signing of Certificate indisputable will to access to the insurance coverage of Appliance.
- (2) Insurance coverage of Appliance is valid under subjectivity of valid subscription agreement between Insured and Partner.
- (3) Inception date and expiry date of insurance coverage are noted on Certificate, whereby the coverage shall commence next day from the day of conclusion of Contract of Subscription and/or Annex of Device Purchase.
- (4) Insured can access to insurance for the Appliance:
 - directly at the purchase of the Appliance and conclusion of Contract of Subscription and/or Annex of Device Purchase or at least in 7 days after the purchase of the Appliance and conclusion of Contract of Subscription and/or Annex of Device Purchase,subsequent access to Insurance is not possible.
- (5) Irrespective of the 3rd paragraph of this Article, the insurance coverage shall terminate:
 - in case of replacement of Appliance or return of the payment for Appliance due to exercising rights arising from Statutory required warranty and/or additional (voluntary) warranty of the manufacturer by Insured.
 - Expiry of subscription agreement with of Insured at Partner.

Duties of the Insured and policyholder

Article 7

- (1) Based on the reasonable request of the Insured arising from Loss to the Appliance, the Insurer obligates itself to cover the cost of repairing the Appliance at a manufacturer's service center authorized by the Insurer.
- (2) If a repair at an manufacturer's service, authorized by the Insurer, 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 Appliance 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) The Insurer and the Policyholder are not responsible to Insured for the loss of data saved on the Appliance that may occur during or as a result of the repair of the Appliance. The Insured is responsible for the proper data storage and for necessary data backup.
- (4) Policyholder is obligated to give Insured Conditions.

Zavarovalna vsota

8. člen

(1) Zavarovalna vsota na škodni dogodek ne more presežati Zavarovalne vrednosti za Napravo, ki je predmet zavarovanja.

Izključitve

9. člen

(1) Zavarovalnica ne krije škode:

- a) v primerih škode kot neposredne ali posredne posledice vojne, državljanske vojne, vojnih ali civilnih vojnih operacij, vstaje, notranjih nemirov/nemirov v državi, nasilnih političnih dogodkov, usmrtitev ali terorističnih dejanj, razlastitve in razlastitvi enakovrednih postopkov, zasega, odvzema nadzora ali drugih primerov višje sile ter zaradi naravnih in nuklearnih nesreč;
- b) v primerih škod, ki so posledica naravnega elektromagnetnega valovanja oz. elektromagnetnega valovanja, ki ga je povzročil človek;
- c) v primerih posredne škode in/ali posledične škode, povezane z zavarovanim škodnim dogodkom, izgube dobička in kazni;
- d) za neposredne ali posredne poškodbe drugih naprav;
- e) za odpravo manjših napak ali poškodb, zlasti zaradi praskanja, drgnjenja, strganja, ribanja ali drugih estetskih napak v videzu ali v lastnostih naprave, ki ne vplivajo na tehnično delovanje Naprave;
- f) za stroške rednega vzdrževanja, čiščenja ali drugih storitev;
- g) za oblikovne, proizvodne ali druge napake, ki privedejo do izvedbe odpoklica s strani proizvajalca, znanega tudi kot epidemični oz. pandemični odpoklic;
- h) za finančni zlom trgovca in/ali kateregakoli pooblaščenega serviserja;
- i) za potrošni material, kot npr. baterije in akumulatorske celice;
- j) za odgovornost iz naslova produktne odgovornosti;
- k) v primerih poškodb, uničenja ali izgube Naprave, ki so posledica:
 - povoženja in stisnitve,
 - zapustitve, pozabe ali izgube ter najema ali zakupa;
 - neprekinjene rabe in običajne obrabe;
 - požara;
 - neposredni ali posredni vremenski vpliv, kot je dež ali sneg;
 - neupoštevanja navodil za namestitvev in delovanje ali drugih nepravilnih namestitvev, lastnih nepravilnih poskusov poprave naprave, posledične/nadaljne škode zaradi programa, vzpostavitve, vzdrževanja in obnavljanja, spreminjanja in čiščenja naprav;
 - računalniških virusov, napak v zasnovi ali izvedbi programske opreme in napak, ki vplivajo na programsko opremo in nosilce podatkov ali prek njih;
 - odgovornosti tretjih oseb, ki je zajamčena z zakonskimi določili ali pogodbenimi določili;
 - protipravnega ravnanja, namere, naklepa ali hude malomarnosti, napak ali kaznivih dejanj zavarovanca ali

Sum insured

Article 8

(1) The sum insured per insured event cannot exceed Insured Value of Appliance as object of insurance..

Exclusions

Article 9

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

- a) in case of loss directly or indirectly arising from war, civil war, warlike or civil warlike operations, insurrection, internal/domestic unrest, political violent acts, assassinations or acts of terrorism, expropriation or practices equal to expropriation, confiscation, deprivation of control or other cases of *force majeure* and owing to natural disasters or nuclear energy;
- b) in case of natural electromagnetic waves or electromagnetic waves caused by humans;
- c) in case of indirect damages, consequential losses in connection with the insured event, loss of earnings and penalties;
- d) for direct or indirect damages to other appliances;
- e) for the elimination of minor defects or damages arising from scratching, scrubbing scraping, grating in particular and other defects in appearance or characteristics of the appliance, that do not affect the technical use of the appliance;
- f) for regular maintenance, cleaning and other services;
- g) for design, production and other defects, that leads to a recall by the manufacturer, also known as epidemic or pandemic recall;
- h) for a financial collapse of the merchant and/or any other authorized service;
- i) for consumable supplies such as batteries and chargeable cells;
- j) for the product liability;
- k) in case of damage, destruction or loss of appliance resulting from:
 - driven over event and compression,
 - abandoning, forgetting or losing, renting or leasing;
 - continuous usage, ordinary wear and tear;
 - fire;
 - direct or indirect weather influences like rain or snow;
 - disregard of installation and operation instructions or other improper installations or own incorrect attempts to repair the Appliance, further damages caused by program, set up, maintenance and reconditioning, modification and cleaning of the Appliance;
 - 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

pooblaščenega uporabnika naprav; huda malomarnost predstavlja ravnanje osebe, ki ne ravna na način, ki se pričakuje od povprečno skrbnega človeka, saj s svojim ravnanjem ne dosega običajne pazljivosti in skrbi; za ugotovitev hude malomarnosti se ugotavlja ali je oseba kršila navadno skrbnost;

- mehanskega delovanja sile na predmet zavarovanja (kot na primer: povoženje naprave, stisnitev naprave itd.);
- delovanja vlage;
- tatvine, zatajitve, goljufije, prikrivanja, izneverjenja ali drugega kaznivega dejanja ali prekrška, ki ima za posledico poškodovanje ali izginotje naprave.

Vračilo Naprave in premije ter prenehanje zavarovalnega kritja

10. člen

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

- v primeru odpovedi zavarovanja s strani Zavarovanca, pri čemer zavarovanje preneha z dnem odpovedi zavarovanja. Odpoved zavarovanja lahko Zavarovanec sporoči na prodajnem mestu Telemach;
- v primeru prenehanja veljavnosti Pogodbe o naročniškem razmerju in/ali Aneksa o nakupu aparata, skladno z določbami Pogodbe o naročniškem razmerju oz. Aneksa o nakupu aparata;
- v primeru vračila Naprave Zavarovanca iz razlogov, ki jih določajo predpisi s področja varstva potrošnikov in potrditve razloga vračila s strani Partnerja, preneha zavarovanje Naprave z dnem vračila Naprave.

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

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

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

Obveznosti Zavarovanca in Partnerja po zavarovanem škodnem dogodku

11. člen

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

average caregiver, because by doing so he does not give the usual care and concern; in order to establish gross negligence, it is determined whether the person has violated the usual concern;

- mechanical action of force on the subject matters of insurance (as example: run over of Appliance, compression of Appliance etc.);
- action of moisture;
- theft, misfire, fraud, concealment, betrayal or any other criminal offence or misdemeanor having for the consequence damage or disappearance of the appliance;

Return of the appliance and premium and termination of insurance contract

Article 10

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

- if the Insured withdraws the insurance, the insurance expires with the day of the insurance cancellation. The cancellation of the insurance should be made by the Insured via inform Telemach shop;
- if the Contract of Subscription and/or Annex of Appliance Purchase granting special benefits Insurance contract expires, in accordance with stipulations of both contracts;
- if the Appliance is returned due to any reason which is stipulated in Consumer protection act and the reason for the return is approved by Partner's experts, the insurance for the Appliance expires with the date of the return of the Appliance.

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

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

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

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

Article 11

(1) The Insured commits to fully and in due date pay the premium written for the insurance of the Appliance in the policy period. The written premium will be charged for the previous calendar month on the Policyholder's monthly invoice for the provided services. In the

veljavnosti zavarovanja bo Zavarovancu obračunana sorazmerna zavarovalna premija glede na dejansko trajanje zavarovanja.

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

(2) Zavarovanec se obvezuje

- a) o škodnem dogodku, za katerega je sklenjeno zavarovanje, obvestiti Partnerja ali Zavarovalnico najkasneje v roku 7 dni od nastanka škodnega dogodka na naslednji način:
 - Zavarovanec mora prijaviti nastanek škode z izpolnitvijo in podpisom Obrazca prijave škode (dostopen na spletni strani zavarovalnice), ki ga mora poslati na elektronski naslov telemach.si@allianz-assistance.at.
 - Nadalje, Zavarovanec mora oddati Obrazec prijave škode, skupaj z napravo, pri pooblaščenemu proizvajalčevemu servisu.
 - V primeru neobstoja drugih opcij, lahko Zavarovanec prijavi nastanek škode med delovnim časom od ponedeljka do petka med 9. in 18. uro preko klicnega centra na telefonsko številko 080 60 70 v primeru škodnega dogodka v Sloveniji in na telefonsko številko 00 43 1 525 03 67 86 v primeru nastanka škodnega dogodka v tujini,
- b) aktivno ukrepati pri preprečevanju ali zmanjšanju škode ter pridobiti in predložiti zahteve in vse razpoložljive dokaze zoper tretje osebe v pravilni obliki in pravočasno, če je potrebno tudi po pravni poti;
- c) omogočiti predstavnikom Zavarovalnice, ob pomoči Partnerja, vpogled v potrebno dokumentacijo, ki omogoča določanje vzroka izgube, kakovostno oceno in likvidacijo škode, ter ga obvestiti o vseh okoliščinah, ki so povezane z zavarovalnim primerom, zlasti pa izročiti vse zahtevane listine;
- d) o dogodkih, nastalih zaradi eksplozije, vloma ali ropa skladno z zakonskimi predpisi obvestiti pristojni policijski organ;
- e) da bo v primeru, če pride v času trajanja zavarovanja do spremembe IMEI številke Naprave (npr. v primeru garancijskega popravila Naprave, ki ima za posledico spremembo IMEI številke), novo IMEI številko sporočil klicnemu centru na številko 080 60 70,
- f) nadomestilo škode predhodno uveljavljati pri tretji osebi, ki je odgovorna za škodo oziroma pri drugi zavarovalnici, pri kateri je zavarovana Naprava ali odgovornost povzročitelja škode, v kolikor je v primeru zavarovanega škodnega dogodka za nadomestilo nastalih stroškov odgovorna tretja oseba ali če obstaja zavarovalno kritje pri drugi zavarovalnici. Obveznost zavarovalnega kritja drugih zavarovalnic ugotavlja Zavarovalnica, ki v primeru obstoja takšnega zavarovalnega kritja Zavarovanca ustrezno napoti.

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

first and the last month of the validity of the insurance the calculated premium will be proportionate based on the actual duration of the insurance.

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

(2) The Insured shall be obliged to:

- a) notify the Policyholder or the Insurer about the occurrence of the loss event within 7 days from the occurrence of the loss event as follows:
 - The Insured should report the occurrence of the loss event with a filled out and signed claim form (available at Insurer's internet page) and send this to per mail to telemach.si@allianz-assistance.at.
 - Following, the Insured may submit the claim form with the appliance to the authorized repair shop.
 - In case the other options are not possible the Insured may report the occurrence of the loss event to the Insurer by telephone number 080 60 70 in Slovenia and 00 43 1 525 03 67 86 when abroad during business hours between Monday to Friday between 9 AM and 6 PM.
- b) be engaged actively in prevention or decrease of loss and obtain and provide claims against third parties in the correct form and timely – and judicially if necessary;
- c) make it possible for the representatives of the Insurer, with the assistance of the Policyholder, an insight into any necessary documents that provide opportunity for determining the cause of loss, quality assessment and claim handling and settlement, inform them about all circumstances in connection with the event insured against and furnish them with all the required documents in particular;
- d) notify the relevant police authority about occurrences incurred because of explosion, burglary or theft in conformity with statutory provisions;
- e) in case the IMEI number of the Appliance changes (e.g. in case of warranty repair of the Appliance, which results in variation of the IMEI number) during the validity of the insurance, the Insured will notify it via call centre on the phone number 080 60 70,
- f) if a third party should be obliged to indemnify the expenses incurred in case of the occurrence of an insured event or if there is another Insurer (other class of insurance), the third's party liability to pay shall be prevailing. Liabilities of other Insurance companies will be identified by the Insurer, who should instruct the owner of appliance about possibilities of indemnification payments with other insurance companies.

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

12. člen

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

- ime in priimek, naslov, poštna številka, telefonska številka, če je zavarovanec fizična oseba,
- firma družbe, poslovni naslov, sedež družbe, poštna številka, telefonska številka, če je Zavarovanec pravna oseba,
- 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,

13. člen

(1) Zavarovanec se zavezuje v primeru uveljavitve druge in vsake naslednje škode na Napravi v istem Zavarovalnem obdobju plačati znesek dogovorjenega Lastnega deleža, ki izhaja iz 3. odstavka 3. člena Pogojev.

(2) Plačilo lastnega deleža se opravi na TRR Pooblaščenega serviserja, določenega s strani klicnega centra, in sicer pred izvedbo popravila Naprave. Plačilo lastnega deleža je potrebno izvesti v skladu s plačilnimi pogoji na predračunu. Plačilo lastnega deleža je predpogoj za izvedbo / plačilo popravila po zavarovalni pogodbi.

Obvestilo o zasebnosti

14. člen

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

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb,
ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana.

Telefonska številka: 01 58 09 494

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

e-naslov: zavarovanja@allianz-slovenija.si

N načini uporabe Zavarovančevih osebnih podatkov

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

Article 12

(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

Article 13

(1) In case of 2nd and any additional loss on the appliance in the same Insurance period, the Insured is obliged to pay the agreed own share (contribution) stated in Conditions in the 3rd paragraph of Article 3.

(2) Payment of own share (contribution) shall be made to the bank account of the Authorised repair shop designated by the call center. the payment will be made after its assesment and before the actual repair. Payment of own share has to be done in accordance to term of payment on invoice. Payment of own share is precondition for implementation / payment of repair under the insurance contract.

Privacy notification

Article 14

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

ALLIANZ HRVATSKA, dioničko društvo za osiguranje, Zagreb,
ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana.

Phone Number: 01 58 09 494

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

e-mail: zavarovanja@allianz-slovenija.si

Principles of use of Insured's personal data

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

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

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

Vrste osebnih podatkov

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

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

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

Prenosljivost osebnih podatkov

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

Razlog zbiranja osebnih podatkov

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

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

Zavarovančeve pravice v zvezi z obdelavo osebnih podatkov

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

- do dostopa do osebnih podatkov, ki jih upravljavec obdeluje in se nanašajo nanj;

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

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

Types of Personal data

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

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

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

Transferability of personal data

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

Reasons for personal data assembling

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

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

Rights of Insured regarding process of personal data

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

- access to personal data processed by the operator and relating thereto;

- do popravka in dopolnitve: posameznik, na katerega se nanašajo osebni podatki ima pravico doseči, da upravljavec brez nepotrebnega odlašanja popravi netočne osebne podatke v zvezi z njim. Posameznik, na katerega se nanašajo osebni podatki, ima ob upoštevanju namenov obdelave, pravico do dopolnitve nepopolnih osebnih podatkov, vključno s predložitvijo dopolnilne izjave;
- do izbrisa: posameznik, na katerega se nanašajo osebni podatki, ima pravico doseči, da upravljavec brez nepotrebnega odlašanja izbrise osebne podatke v zvezi z njim, upravljavec pa ima obveznost osebne podatke brez nepotrebnega odlašanja izbrisati, kadar so podani zakonski razlogi;
- do omejitve obdelave, skladno z zakonskimi pogoji;
- do prenosljivosti podatkov: posameznik, na katerega se nanašajo osebni podatki, ima pravico, da prejme osebne podatke v zvezi z njim, ki jih je posedoval upravljavcu, v strukturirani, splošno uporabljani in strojno berljivi obliki, in pravico, da te podatke posreduje drugemu upravljavcu, ne da bi ga upravljavec, ki so mu bili osebni podatki zagotovljeni, pri tem oviral, kadar so podani zakonski pogoji za to;
- umika soglasja: posameznik, na katerega se osebni podatki nanašajo, lahko kadarkoli umakne soglasje, ki je bilo dano za obdelavo njegovih osebnih podatkov.

Preklic privolitve v obdelavo osebnih podatkov

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

Pravica do ugovora k obdelavi osebnih podatkov

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

Poizvedba / pritožba

Zavarovanec lahko svojo pravico do dostopa, dopolnitve, popravka, blokiranja ali izbrisa osebnih podatkov, ki se obdelujejo v zvezi z njim uveljavlja pisno, poslano na naslov ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana, preko elektronske pošte na zavarovanja@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.

Hramba osebnih podatkov

- up to the correction and amendment: Individual person, owner of personal data, has the right to correction of inaccurate personal data in connection with him by operator without undue delay. In the light of the purposes of the processing, Individual person has the right to supplement incomplete personal data, including the submission of a supplementary declaration;
- to deletion: Individual person, owner of personal data, has the right to have personal data relating to him deleted by operator without undue delay, operator has the obligation to delete personal data without undue delay when legal reasons are given;
- up to the limitation of data processing, in accordance with legal conditions;
- to the transferability of data: Individual person, owner of personal data, has the right to receive personal information relating to him held by the operator in a structured, widely used and machine-readable form, and the right to forward that information to another operator, without obstruction of the operator, to whom personal data were provided, where the statutory conditions are met;
- withdrawal of consent: Individual person, owner of personal data, may at any time withdraw the consent given for the processing of his personal data

Revocation of consent to the processing of personal data

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

Right to object to the processing of personal data

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

Inquiry / Appeal

Insured may exercise his right to access, supplement, correct, block or delete of personal data processed in connection with him in writing sent to ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana, by e-mail to zavarovanja@allianz-slovenija.si or online, with a completed online form accessible to website of Insurer.

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

Storage of personal data

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

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

Avtomatizirano odločanje

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

Izvensodno reševanje sporov

15. člen

(1) Zoper odločitev Zavarovalnice je dovoljena pritožba v roku 15 dni. Pritožba se lahko odda po e – pošti; quality.at@mondial-assistance.at ali po pošti na sedež Zavarovalnice, t.j. ALLIANZ SLOVENIJA, 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, nadaljni postopki pri Zavarovalnici pa niso mogoči.

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

Uporaba prava in sodna pristojnost

16. člen

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

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

Končne določbe

17. člen

(1) Pogoji so priloga k Potrdilu o zavarovanju in zavezujejo stranke od dne podpisa le-tega dalje.

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

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

Automatic decision making

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

Extrajudicial settlement of disputes

Article 15

An appeal against the decision of the Insurer is permitted within 15 days. The written appeal can be submitted by e-post on quality.at@mondial-assistance.at or by post mail on address ALLIANZ SLOVENIJA, podružnica, Dimičeva ulica 16, 1000 Ljubljana.

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

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

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

Governing law and court of competent jurisdiction

Article 16

(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 17

(1) This Conditions form an integral part to the Certificate and are binding for both parties as from the date of signature thereof.

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

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

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

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