

## INSURANCE TERMS AND CONDITIONS FOR APPLE EQUIPMENT

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### 1. CONCLUSION AND ENFORCEMENT OF INSURANCE CONTRACT

- 1.1. Insurance contract shall become effective from the date of invoice that has been issued in respect of the payment of insurance premium, provided that Policyholder pays the invoice correctly. Policyholder confirms with the payment of invoice that s/he agrees with the conclusion of insurance contract under the conditions stated and under standard terms and conditions referred to in insurance contract documents. Insurance policy shall be sent to Policyholder's e-mail address in 60 days at the latest from the issuance of invoice.
- 1.2. If Policyholder fails to pay the premium, it is assumed that s/he did not wish to conclude the contract under the policy conditions and the contract has not been concluded. In this case there is no insurance cover.

### 2. DOCUMENTS AND STANDARD TERMS AND CONDITIONS OF INSURANCE CONTRACT

- 2.1. The following documents shall be considered as a part of insurance contract for Apple equipment:
  - Information sheet for Policyholder;
  - Standard terms and conditions;
  - Invoice for insured item;
  - Insurance policy.
- 2.2. In case of an insurance contract for Apple equipment, the following standard terms and conditions of Salva Kindlustuse AS shall be applied:
  - General Terms and Conditions of Insurance;
  - Insurance Terms and Conditions for Apple Equipment ASK-13.05.

### 3. INSURED ITEM

Insured item shall include a previously tuned and operational electronic equipment (computer, laptop, tablet PC, camera, video camera, etc.) stated on the invoice of equipment that forms an integral part of insurance contract, and any of its accessories.

### 4. PLACE OF INSURANCE

Insurance coverage shall be worldwide.

### 5. INSURED EVENT

- 5.1. Insured event shall include an unexpected and sudden damage, loss, theft or robbery of an insured item during the period of insurance in any of the circumstances that has not been excluded by the terms and conditions of insurance contract.
- 5.2. Insured event under these terms and conditions shall not include the loss caused by the following:
  - 5.2.1. A damage that existed prior to the commencement of insurance cover, irrespective of whether Policyholder or the rightful user of the equipment knew about the damage or not;
  - 5.2.2. A continuous exploitation factor (e.g. wear, corrosion);
  - 5.2.3. Deterioration due to lack of use or normal weather conditions;
  - 5.2.4. Testing, non-intended use or unauthorised modification of insured item;
  - 5.2.5. Loss of insured item (i.e. a situation where a person has lost the item or left it somewhere or the possession of insured item has been lost for reasons other than theft or robbery);
  - 5.2.6. Aesthetic damage, such as scratch, discoloration, stains, tears and other damage that does not preclude the use of insured item.

### 6. SAFETY REQUIREMENTS

- 6.1. These safety requirements shall be applicable together with general safety requirements stated in the General Terms and Conditions of Insurance of Salva Kindlustuse AS.
- 6.2. If Policyholder, Insured Person or the rightful holder of insured item violates a safety requirement stated in insurance terms and conditions, increasing thus the risk of occurrence of insured event or the eventual loss, Insurer shall be entitled to decrease its contractual indemnification obligation according to the level of violation, up to the refusal to compensate the loss.
- 6.3. Insured items shall be kept so that third persons do not have free or simple access. E.g. insured item shall not be left unguarded on the table in a catering facility (pub, restaurant).

- 6.4. Insured items shall not be left visible in a vehicle. E.g. a computer shall be placed into the trunk.

## **7. INSURABLE VALUE AND SUM INSURED**

- 7.1. Insurable value shall be the normal price of an insured item.
- 7.2. Insurable value of new equipment shall be equal to its first-sale price and stay stable during a two year period.
- 7.3. Sum insured shall be the maximum amount paid by Insurer during the period of insurance.
- 7.4. Sum insured shall not be decreased by the paid indemnity during the period of insurance (except in case of full loss). Insured item shall be considered fully lost if its restoration is not practicable, either for technical or economical reasons.

## **8. DEDUCTIBLE**

- 8.1. Deductible shall be the amount stated in the insurance contract, which is deducted from the Insurer's performance obligation.
- 8.2. If the insured event causes damage to insured items with different deductibles, these different deductibles shall not be summed up and only the highest deductible shall be considered.

## **9. ACTIONS IN CASE OF LOSS EVENT**

- 9.1. Policyholder or the person under the responsibility of Policyholder shall inform the Insurer of the occurrence of loss event immediately after learning about the loss event but within two workdays of the occurrence of loss event at the latest, in writing and in a format that can be easily reproduced.
- 9.2. Policyholder shall be obligated to maintain the damaged insured item or the place in a condition that is as similar as possible to that after the occurrence of insured event and present it to Insurer for inspection. Insured item shall not be maintained in the post-insured event condition if a representative of Insurer has examined it or for longer than 7 days after the notification of loss event. The item shall be maintained in such a condition longer, if Insurer has presented the respective request in writing.
- 9.3. Police shall be immediately notified of theft, robbery or vandalism.
- 9.4. If Policyholder or the person under the responsibility of Policyholder violates an obligation stated in Article 8, Insurer shall be entitled to decrease its contractual indemnification obligation according to the level of violation, up to the refusal to compensate the loss.

## **10. BASES OF INDEMNIFICATION**

- 10.1. Insurance indemnity shall be the amount of money or benefit in kind (e.g. replacement, restoration) that compensates, as provided by contract, for the direct property loss incurred because of insured event.
- 10.2. Insurer shall not be obligated to compensate the Policyholder for more than the actual amount of loss,

even if the sum insured is higher than the insurable value upon the occurrence of insured event.

## **11. EXCLUSIONS**

The following loss shall not be compensated:

- 11.1. Expenses related to the maintenance of insured equipment and the parts of insured equipment that were replaced during the maintenance;
- 11.2. Loss for which the manufacturer or supplier is responsible;
- 11.3. Indirect expenses and loss, e.g. third party claims against Policyholder, lost income, penalties (including contractual penalty, fine for delay, fine imposed by competent authorities), additional loss caused by the delay in restoration work and/or work necessary for loss mitigation.

## **12. INDEMNIFICATION FOR LOSS**

- 12.1. Insurer shall pay the insurance indemnity within 3 workdays at the latest from the moment when all necessary documents have been forwarded to Insurer and all relevant circumstances have become known.
- 12.2. Insurer shall present to Policyholder its decision to decrease the indemnity or decline the indemnification within 5 workdays from the moment when all necessary documents have been forwarded to Insurer and all relevant circumstances have become known.
- 12.3. If the case has been referred to a civil, criminal or misdemeanour proceeding or the Insurance Court of Arbitration proceeding, the period stipulated in Articles 12.1 and 12.2 shall be extended by the period of such proceeding. This period shall also be extended if the indemnification decision or indemnification itself is delayed due to a circumstance that depends on the applicant and/or beneficiary.
- 12.4. If it is not possible to identify the amount of loss within the period stated in Articles 12.1 and 12.2, the indemnification decision shall be made in respect of the amount that is known.