

TERMS AND CONDITIONS OF ADDITIONAL WARRANTY ON DEVICES

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1. CONCLUSION OF THE INSURANCE CONTRACT AND ITS ENTRY INTO FORCE

- 1.1 The insurance contract enters into force starting from the day of issue of the invoice for payment of the insurance premium, provided that the policyholder duly pays the invoice issued for payment of the insurance premium. By paying the invoice the policyholder confirms that he or she agrees with conclusion of the insurance contract under the terms and conditions stated in the documents of the insurance contract and under the standard terms and conditions referred to in them. The insurance policy is sent to the e-mail address of the policyholder not later than within 60 days following the time of issue of the invoice.
- 1.2 If the policyholder does not duly pay the insurance premium, it is considered that the policyholder did not wish to conclude the insurance contract under the given terms and conditions, and that the insurance contract was not concluded. In such case no insurance cover is created.

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

- 2.1 The following documents are considered as parts of the contract for additional warranty on devices:
 - information sheet for the policyholder;
 - standard terms and conditions;
 - invoice on the insured item;
 - insurance policy.
- 2.2 In case of the contract for additional warranty on devices the following standard terms and conditions of Salva Kindlustuse AS apply:
 - General Terms and Conditions of Insurance
 - Terms and Conditions of Additional Warranty on Devices SLT-21.09.

3. INSURED ITEM

The insured item is the electronic device stated in the invoice on the device which constitutes an integral part of the insurance contract, which was previously set up into operating mode (a computer, laptop computer, tablet computer, photo camera, video camera, etc.) and its accessories.

4. PLACE OF INSURANCE

The insurance cover is valid all over the world.

5. INSURANCE PERIOD

- 5.1 The insurance period is the time period agreed in the insurance policy.
- 5.2 The insurance cover ends when the insured item is replaced after an insured event, or during the warranty period of the manufacturer.

6. INSURED EVENT

- 6.1 The additional warranty event is damage or destruction of the insured item caused by a manufacturing defect which happened during the insurance period.
 - 6.1.1 A manufacturing defect is damage of a device which is discovered during the insurance period in the course of a usual use of the item and which was not caused by an external factor, such as, for example, dropping the item or accidentally pouring a coffee over it from a cup.
- 6.2 The insured event within the meaning of the present terms and conditions does not include damage that was caused by the following:
 - 6.2.1 a constant factor that affects the item during normal operation (for example, wear, corrosion);
 - 6.2.2 an external factor, such as, for example, dropping the item or accidentally pouring a coffee over it from a cup;
 - 6.2.3 exceedance of the work cycle stated in the manufacturer's instructions, etc.;
 - 6.2.4 testing of the insured item, use of the item not according to the designated purpose or making of unauthorised changes to the item (for example, performance of repair, maintenance, installation, disassembly by third persons or unauthorised companies, and transport of the device in the course of the above procedures);
 - 6.2.5 esthetical damage, such scratches, change of colour, stains, cuts and other such damage that does not hinder use of the insured item;
 - 6.2.6 damage for which the manufacturer or supplier of the insured item is responsible;
 - 6.2.7 intentional damage caused by the policyholder and/or the insured person;
 - 6.2.8 spoilage due to non-use of the item or normal weather conditions;
 - 6.2.9 change of the serial number or IMEI, for example its removal or making it unidentifiable.

7. SAFETY REQUIREMENTS

- 7.1 The present safety requirements are valid together with the general safety requirements stated in the General Terms and Conditions of Insurance of Salva Kindlustuse AS.
- 7.2 If the policyholder, the insured person or a lawful possessor of the insured item breaches the safety requirements stated in the terms and conditions of insurance, which results in an increased risk of occurrence of an insured event or in increased damage, the insurer has the right to reduce the obligation to pay the insurance compensation arising from the contract in accordance with gravity of the breach, including complete refusal to pay the compensation.
- 7.3 The policyholder undertakes to observe with regard to the insured item all legal instruments, rules, manuals, orders, etc., which contain instructions on behaviour aimed at assurance of safety, prevention of damage and reduction in the amount of possible damage.
- 7.4 The insured item must be kept in a way that no third persons have a free and easy access to it. For example, the insured item must not be left without supervision on the table of a catering establishment (bar, restaurant).

8. INSURABLE VALUE AND SUM INSURED

- 8.1 The insurable value is the usual price of the insured item.
- 8.2 The insurable value of a new device equals its initial sale price, and it remains unchanged for two years.
- 8.3 The sum insured is a sum of money which is the maximum amount subject to payment by the insurer during the insurance period.
- 8.4 During the insurance period the sum insured is not reduced by the amount of the insurance compensation that has already been paid (except for complete destruction). The insured item is considered as completely destroyed if its repair is not technically or economically justified.

9. ACTING IN CASE OF AN INSURED EVENT

- 9.1 The policyholder or the person for whom the policyholder is responsible in case of an insured event must immediately, however, not later than within two days following the insured event, inform the insurer thereof in writing or in a format which can be reproduced in writing.
- 9.2 The policyholder undertakes to preserve condition of the damaged insured item or of the location of the event that existed immediately after occurrence of the insured event as intact as possible, and to present the item or the location to the insurer for inspection. The item does not have to be preserved in the condition that existed immediately after occurrence of the insured event if a representative of the insurer has inspected the item, or for a period exceeding seven days following submission of a notice of the insured event. If the insurer asked to preserve the item damaged in the insured event for a longer time, the item must be preserved.
- 9.3 Cases of theft, robbery or vandalism must be immediately reported to the police.
- 9.4 If the policyholder or the person for whom the policyholder is responsible does not perform any of the

obligations stated in Section 9, the insurer has the right to reduce the obligation to pay the insurance compensation arising from the contract in accordance with gravity of the breach, including complete refusal to pay the compensation.

10. BASES FOR COMPENSATION

- 10.1 The insurance compensation is a sum of money or a non-monetary compensation (for example, replacement, restoration), with which direct proprietary damage caused by the insured event is compensated under the terms and conditions stated in the contract.
- 10.2 The method of compensation for damage (restoration, replacement or monetary compensation) is determined by Salva Kindlustus.
- 10.3 The insurer is not obliged to provide to the policyholder compensation in the amount which exceeds the actual amount of damage, even if the sum insured at the time of occurrence of the insured event was bigger than the insurable value.

11. CIRCUMSTANCES THAT PRECLUDE COMPENSATION

The following is not subject to compensation:

- 11.1 costs related to technical maintenance of the insured item and cost of parts of the insured item that were replaced during technical maintenance;
- 11.2 indirect costs and damage, for example, claims of third persons against the policyholder, lost income, penalty (including a contractual penalty, late interest, penalty issued by a competent establishment), additional damage resulting from performance of restoration works and/or works required for limitation of damage.

12. COMPENSATION FOR DAMAGE

- 12.1 The insurer pays the insurance compensation not later than within 3 business days following the time when all required documents were submitted to the insurer and all circumstances related to the damage became known.
- 12.2 The insurer submits to the policyholder the decision to reduce compensation for damage or to refuse to pay compensation not later than within 5 business days following the time when all required documents were submitted to the insurer and all circumstances related to the damage became known.
- 12.3 If the event is subject to a civil judicial procedure, criminal procedure or misdemeanour procedure, or procedure conducted by the insurance dispute committee, and such procedure can have a significant impact on the decision, the period stated in Sections 12.1 and 12.2 is extended by the time of conduct of the given procedure. The period is also extended if making of the decision or payment of compensation is delayed due to circumstances resulting from the applicant for compensation and/or the beneficiary.
- 12.4 If the amount of damage cannot be established within the period stated in Sections 12.1 and 12.2, the decision regarding compensation is made with respect to the part which is known.