

# EQUIPMENT FAILURE INSURANCE CONDITIONS FAILURE OF COMPUTER AND OFFICE APPLIANCES

KT.0770.11

Unofficial translation based on the KT.0770.11 conditions in Estonian

These equipment failure insurance conditions are applicable to corporate property insurance conditions made in ERGO Insurance SE where the insured object is computer and office appliances used in business activities.

In matters which have not been regulated by the Equipment Failure Insurance Conditions the parties to the insurance contract shall act pursuant to the Corporate Property Insurance Conditions, the General Conditions of insurance contracts, the Law of Obligations Act and other legislation.

## 1. Insured object

1.1. The insured object is the computer equipment agreed in the insurance contract and their external data media as well as office appliances and equipment and external auxiliary devices used for ensuring their smooth operation (hereinafter equipment).

1.2. The following is not an insured object:

- 1.2.1. equipment whose age at the moment of entry into force of the insurance contract exceeds (5) years;
- 1.2.2. information and software contained in equipment;
- 1.2.3. equipment which constitutes an inseparable part of production equipment or a production line or another similar object.

1.3. Insured objects may include the following equipment:

- 1.3.1. computers such as desktop and laptop computers and servers along with all accessories belonging thereto such as monitors, cameras, loudspeakers, microphones, mouses, keyboards, adapters, and audio, data, printer, power, video and network cables, etc.;
- 1.3.2. external data media of computer equipment such as external hard drives, CD-devices, DVD-devices, floppy disks and tape or magnetic tape or magnetic disk devices, etc.;
- 1.3.3. office appliances and equipment such as printers, copy machines, multifunction printers, fax machines, scanners, video projectors and cameras, photo cameras, desktop phones, telephone systems, branch exchanges, etc.;
- 1.3.4. external auxiliary equipment used for ensuring the smooth operation of office appliances and equipment such as backup power generators, UPSs, ventilation equipment, air-conditioning, etc.

1.4. If equipment is insured without drawing up a list of insured property, the equipment located at the place of insurance at the moment of occurrence of the insured event and used as fixed assets in business activities and qualified as the insured object, except for the equipment listed in Article 1.2, shall be deemed as the insured object. Each individual object shall be considered a separate insured object.

1.5. Upon insuring equipment on the basis of a list, the property located at the place of insurance, which has been specified in the list of the property to be insured shall be considered the insured object. Each individual object shall be considered a separate insured object.

1.6. The equipment acquired during the insurance period shall also be considered the insured object to the extent of 10% of their sum insured, but not more than to the extent of 7,000 euros.

## 2. Insured event

2.1. An insured event is unexpected and unforeseen damage or destruction of equipment at the place of insurance and in the insurance period due to reason not precluded under these terms and conditions.

2.2. An insured event may be caused by:

- 2.2.1. fall of an object on the equipment, fall of the equipment or another similar loss event which results in internal and/or external damage to the equipment;
- 2.2.2. internal or mechanical failure of the equipment;
- 2.2.3. internal power failure, disturbance, malfunction or error of the equipment caused by the user's lack of skill or carelessness upon handling the equipment;

- 2.2.4. short circuit, overvoltage, low-voltage or induction;
- 2.2.5. change in voltage caused by the transfer of a bolt of lightning;
- 2.2.6. the wrong material of the equipment or a part thereof, internal error or defect caused by the technology, except for such error or defect for which the liability lies with the producer, importer, reseller or lessor.

## 3. Preclusions

3.1. The following shall not be indemnified:

- 3.1.1. damage caused by a computer virus;
- 3.1.2. damage caused directly by deletion of the information, data or software contained in the equipment; damage or loss of information or data due to a magnetic field; the use of insufficient or incorrect software or installation thereof; programming error or insufficient programming;
- 3.1.3. damage caused by the use of the equipment for a purpose other than its intended purpose or the use or handling of the equipment in extraordinary circumstances;
- 3.1.4. scratches, dents, notches, etc., caused to the equipment as a result of the fall of the equipment or fall of an object on the equipment, which do not directly influence the ordinary operation of the equipment;
- 3.1.5. damage directly arising from the natural wear and tear, corrosion, material fatigue, scale, excessive moisture, ordinary fouling and damage (incl. due to the weather conditions or being exposed to the outdoor environment) of the equipment or another long-term process similar to the aforementioned;
- 3.1.6. damage caused by planned or previously communicated interruption or disturbance of power supply;
- 3.1.7. damage which the producer, importer, reseller, installer, maintainer or lessor is liable for;
- 3.1.8. damage (incl. scratches, dents, notches, etc.) detected in the course of an inventory check, maintenance or inspection equipment or upon returning the leased equipment to the lessor;
- 3.1.9. costs of regular maintenance and technical service of the equipment and of the cost of a part of the equipment replaced in the course thereof.

## 4. Special conditions for portable equipment

- 4.1. In the case of portable equipment (laptop, video projector, etc.) the insurance cover applies outside the place of insurance specified in the insurance contract.
- 4.2. Unless agreed otherwise in the insurance contract, the insurance contract is applicable in the territory of the Member States of the European Union (place of insurance).
- 4.3. In addition to the preclusions listed in Article 3.1 of these Conditions, the following shall be not indemnified:
  - 4.3.1. damage caused upon transportation of the equipment by land, unless the damage has been caused by the involvement of the vehicle that was carrying the equipment in a traffic accident in a public road and the insured object has been damaged as a result of the traffic accident. A traffic accident means an event whereby proprietary damage is caused as a result of the movement of at least one vehicle on the road or off the road;
  - 4.3.2. damage is subject to indemnification under the Motor Third Party Liability Insurance Act or another insurance contract;
  - 4.3.3. damage or destruction of the equipment in an aircraft;
  - 4.3.4. damage or destruction of the equipment on a vessel if the damage is caused by a storm or drowning, falling in water, contact with water, etc.;
  - 4.3.5. damage resulting from theft of a vehicle or a break-in (burglary) into a vehicle that carried the equipment or where the equipment was located.