

ALL RISKS INSURANCE FOR FINANCING ACTIVITIES

These terms replace all previous all risk insurance terms relating to Telia Finance.

2021-03-31

Telia Finland

1. Insured equipment

The insurance covers equipment specified in the rental, purchase and leasing agreement ("Financing Agreement").

2. Who the insurance applies to

The insurance applies to Telia Finance AB, corporate identity number 556404-6661/Telia Asset Finance corporate identity number 556599-4729, 169 94, Solna, Sweden and branches ("the Policyholder"), which in its capacity as financier and owner or possessor of ownership rights or right of repossession entered into the insurance agreement with the insurer regarding equipment listed in or covered by the specified Financing Agreement.

3. When the insurance applies

The insurance takes effect from the date when the equipment was delivered, although never later than the time when the Policyholder assumes liability for the equipment. The insurance ceases to be valid when the agreement period specified in the Financing Agreement expires.

4. Where the insurance applies

The insurance applies in the EU including the Nordic countries for stationary equipment and in the whole world for portable equipment.

5. What the insurance covers

The insurance covers physical damage to or loss of insured equipment by sudden and unforeseen exogenous event which has the effect that the equipment's value is reduced or lost.

For mobile IT (such as mobile phones, tablets, vehicle-mounted IT equipment), the insurance covers physical damage to or loss of insured equipment by sudden and unforeseen event which has the effect that the equipment's value is reduced or lost.

Costs due to the unauthorized use of phone and data traffic that has been imposed on a phone subscription at Telia is included in the insurance and valid for equipment that has a SIM card. The prerequisite is that the equipment has been used by an unauthorized person in connection with compensable theft or loss.

6. General exceptions

Except for what is specified in paragraph 5 above, the insurance does not compensate damage or loss for which the Policyholder received compensation through another policy taken out by the Policyholder, nor shall damage be compensated for which the supplier or another party is liable under contract, warranty or similar commitment.

7. Special exceptions

Compensation is not payable for:

- damage consisting of or resulting from a fault in the equipment arising from internal causes or deficiencies in design, material or manufacture. This exception does not apply, however, to mobile IT (such as mobile phones, tablets, vehicle-mounted IT equipment) after the manufacturer's statutory warranty period has expired.
- accessories for mobile IT (such as mobile phones, tablets, vehicle-mounted IT equipment) that are not part of the Financing Agreement and included in the policy, such as SIM cards, hands-free equipment, cases, screen protectors, mounting devices and consumables such as batteries, etc. In the event of theft or loss, compensation will nevertheless be paid for a SIM card and a standard battery,
- disruption in the supply of water,
- damage resulting from computer viruses,
- faults in computer programs or other software,
- fault or neglect by the user,
- consequential financial loss such as additional cost or loss arising, for example, by the equipment not being able to be used in the manner expected.
- damage to or loss of equipment-specific consumables and/or components, such as software or installation of such, print heads, toner, ink cartridges, external modems, bags etc.,
- damage to or loss of equipment incurred during shipment if not protected by commercial packaging,
- damage or loss through embezzlement, fraud, breach of trust, wrongful disposal or other crime against property,
- minor damage (scratches, etc.), not affecting the usability of the product or which can be eliminated through normal service or adjustment,
- additional costs due to rush measures, e.g. repairs at overtime, purchase at higher prices for expedited delivery or transportation other than by usual means of transport,
- cost of ongoing care and maintenance, such as cleaning, adjustment, inspection, modification, service or damage or loss caused by such measures,
- damage consisting of or as a consequence of wear, corrosion, coating, improper handling, incorrect installation or neglected maintenance. Improper handling and neglected maintenance means, for example, that the product's user instructions are not followed.
- damage or loss due to equipment being left unsupervised in a vehicle, public premises or public places, unless the equipment was kept in a separate locked room where the equipment was not visible from the outside or the equipment is of such a nature that it is intended to be stored unattended in such an environment,

8. Excluded property

- Consumables

9. Safety precautions and duty of care

The equipment shall be handled and maintained in accordance with the manufacturer's instructions, care and safety precautions as well as in general so that damage or loss is prevented as far as possible.

If guidelines, safety precautions and/or the requirement of duty of care are not complied with or if instructions, safety regulations and/or reasonable safety requirements are not complied with in relation to the equipment's value and in the case of theft the risk of being stolen, compensation as a rule is reduced by a special deduction. In the case of serious neglect, compensation will be substantially reduced and may even be completely withheld (reduction to zero).

In case of theft or damage related to burglary, standard protection class 1 shall apply. In case of theft or damage unrelated to burglary, consideration will be given to what security measures were taken with respect to the equipment's value and liability to be stolen.

IT equipment for educational purposes, such as personal computers, tablets or similar, which are used and stored at the school must be stored on locked premises as below.

Insured equipment in the same room or premises with an unlocked connection with each other	Compensation requirement	Remarks
1 personal computer with accessories	- Locked premises	Insured equipment may not be left in an unsupervised vehicle**
2–9 personal computers	- Protection Class 2***	
10 or more personal computers	- Protection Class 2*** - Approved centre-connected burglar alarm	
The same requirements also apply to other insured equipment and then with equivalent value ranges as for personal computers.		

** A locked vehicle is approved, however, if the equipment is not visible from the outside and is fixed in the vehicle with a locking device approved by the insurer.

*** Protection Class 2 means the usual rules that apply within the insurance and security industry.

10. Deductible

Currency figures in this paragraph refer to the relevant country's local currency.

Deductible for items with deductible based on actual financed equipment price (unless specified otherwise in the agreement)

- Value < SEK/NOK/DKK 2,000 (EUR 200), the deductible is SEK/NOK/DKK 200 (EUR 20)
- Value between SEK/NOK/DKK 2,000–4,999 (EUR 200–499), the deductible is SEK/NOK/DKK 500 (EUR 50)
- Value between SEK/NOK/DKK 5,000–19,999 (EUR 500–1,999), the deductible is SEK/NOK/DKK 1,000 (EUR 100)
- Value between SEK/NOK/DKK 20,000–199,999 (EUR 2,000–19,999), the deductible is SEK/NOK/DKK 3,000 (EUR 300)
- Value > SEK/NOK/DKK 200,000 (> EUR 20,000), the deductible is SEK/NOK/DKK 20,000 (EUR 2,000)

The deductible is 0 SEK/NOK/DKK/EUR if this has been agreed in the Financing Agreement.

If a service agreement is entered into with the insurer or other service partner and included in the Financing Agreement, no deductible is deducted in the case of exogenous damage. This applies only to fixed IT such as servers and fixed Telecoms, such as telephone switchboards. (Does not apply in the case of theft and loss however.)

11. Grounds for compensation

Compensation is only provided if the time, place and course of events can be specified and if reasonable security measures are taken that are proportionate to the equipment's value and liability to be stolen.

Currency figures in this paragraph refer to the relevant country's local currency.

The Compensation is no more than the equipment's acquisition value according to the Financing Agreement.

For IT equipment for educational purposes, the Compensation is no more than the equipment's acquisition value according to the Financing Agreement, subject to a maximum of SEK/NOK/DKK 100,000 (EUR 10,000) per device.

For mobile IT, such as mobile phones, tablets and laptops, the Compensation is no more than the equipment's acquisition value according to the Financing Agreement, subject to a maximum of SEK/NOK/DKK 50,000 (EUR 5,000) per device.

Compensation due to the unauthorized use is provided for a maximum of 5 000 SEK/NOK/DKK (500 EUR).

The maximum compensation per damage is SEK 20,000,000 or equivalent in another currency.

In case of damage, the equipment shall be repaired, or in case of being written off replaced.

The insurer reserves the right to determine whether the equipment shall be repaired or compensated with new or equivalent equipment. Equivalent equipment means equipment that has technical performance that as far as possible is equivalent to the damaged or lost equipment. Note that replacement may take place with reconditioned used equipment.

The insurance also compensates lease payments on compensable damages for damaged mass-produced items that are not restored within 21 days after complete claim documentation has been provided to the Insurer. Compensation is not paid for the first 21 days and is paid for a maximum of 6 months.

Cash compensation is not allowed for any loss or damage of equipment.

If the insurer in the case of damage replaces equipment or part thereof, the insurer claims ownership rights to the damaged equipment.

12. Measures in the event of damage/loss

Damage should be reported to Telia Försäkring AB or to another party that the insurer has chosen to engage for loss adjustment; see paragraph 14.

The notification of damage or loss shall be made without delay, however no later than twelve (12) months after the lessee became aware of the damage or loss.

As regards limitation, see paragraph 13.3.

All documents that are of significance to the settlement of the claim should be attached to the claim form.

In the case of theft or loss of equipment, the police report and list of stolen or lost equipment should be attached.

When filing an insurance claim related to unauthorized use of a phone subscription a police report must be filed and the subscription has to be blocked without delay. A detailed invoice must be shown.

If the lessee in a fraudulent manner states, withholds or conceals anything of significance to the assessment of the claim, the insurance is not valid.

13. General terms of contract

13.1 Payment of premium

The premium is payable in advance. The insurer's liability commences when the insurance period starts, even if the premium has not been paid. This only applies, however, provided that the premium is paid within 14 days after the insurer has sent the premium notification. In case of later payment, the insurer is entitled to give notice of termination in accordance with the rules of the Swedish Insurance Contracts Act.

13.2 Force majeure

The insurer is not liable for loss directly or indirectly caused by or in connection with war, warlike event, civil war, military exercises, revolution, riot, terrorism, insurrection, atomic or nuclear weapon process, government action, confiscation, strike, lockout, blockade or similar event.

13.3 Limitation

If notification of damage or loss takes place later than indicated under paragraph 12 "Measures in the event of damage/loss", the right to insurance compensation shall be forfeit. If the person wishing to claim insurance compensation has submitted their claim to the insurer within the period specified in paragraph 12, the deadline for filing a lawsuit in court is 12 months from when the insured became aware of the submission from the insurer to file such a lawsuit. If a lawsuit is not filed within this time, the right to insurance compensation shall be forfeit.

13.4 Intentional and foreseeable damage/loss

The insurer is not liable to the Policyholder for damage that was in any way caused intentionally. The same also applies if the Policyholder may be presumed to have acted or failed to act, in the knowledge that this meant a significant risk of the damage/loss occurring.

13.5 Gross negligence

If damage is caused by gross negligence, the compensation that would otherwise be payable may be reduced to what is reasonable taking into account the circumstances.

13.6 Reclamation

To the extent that insurance compensation should not by rights have been paid, the Policyholder is obliged to repay immediately the amount to the insurer, even if the Policyholder had not been aware that the payment was erroneous.

13.7 Double insurance

If an interest insured under this policy is also covered by another policy and if there are reservations in this with regard to double insurance, the same reservations shall also apply under this policy.

13.8 Recourse

To the extent that the insurer has paid compensation, the insurer assumes the Policyholder's right to claim compensation from the person responsible for damage. If, after the damage has occurred, the Policyholder waives his or her right to compensation from another party or to recourse, the insurer's obligation to compensate is limited to the equivalent extent and the insurance compensation issued shall be repaid to the insurer.

13.9 Applicable law and jurisdiction

The insurance agreement is subject to Swedish law, including the Swedish Insurance Contracts Act (2005:104).

Disputes relating to the agreement shall be examined by a general court in Sweden. This also applies if the dispute refers to loss/damage that occurred abroad. If the Policyholder is not satisfied with the decision made in relation to the loss/damage, the Policyholder can always have the decision reviewed by the insurer by contacting Telia Försäkring AB.

The Policyholder also has the opportunity to file a lawsuit against the insurer at a general court.

13.10 Processing personal data

The insurer will process the Policyholder's personal data in accordance with the data legislation in the respective country. As of 25th May 2018, the European parliament and council constitution (EU) 2016/679 ("General Data Protection Regulation") will be in effect. The purpose of the processing is the fulfilment of the contractual obligations to the Policyholder. The personal data also forms the basis for marketing and client analysis, business and method development, statistics and risk management, marketing and service in general. The personal data may be processed by other companies with which the insurer cooperates for the performance of the assignment the insurer has from the Policyholder. If the Policyholder has any questions about this, they can contact Telia's Data Protection Officer at DPO-TC@teliacompany.com

For more information about how we process your data, please find the information here: <http://teliafinance.com/en/privacy>

14. Insurer

The insurer for this insurance is Telia Försäkring AB, **169 94 SOLNA**. E-mail address: contact-insurance@teliacompany.com.