

This device insurance consists of extended protection for smart devices. A smart device could be devices such as mobile phones, tablets, headphones, payment terminals and smartwatches ("Insured device"). The first 2 months of insurance are free of charge and premiums are charged from the month 3. The insurance provider is Telia Försäkring AB ("Insurer") who is represented in Latvia by Telia Forsakring AB branch in Latvia (registration number 40203181436) address Lielvārdes iela 8A, Rīga, LV-1006, Latvija. "LMT Retail & Logistics" SIA ("LMT R&L") (registration number 40103148504, address Ropažu Street 6, Riga, Latvia LV-1039, telephone number 80768076, e-mail info@lmt.lv) has concluded this insurance agreement (insurance agreement (consisting of a policy and these LMT Device Insurance Terms and Conditions ("Terms and Conditions")) together with insurance provided by this agreement hereinafter jointly referred to as the "Insurance") on behalf of the Insurer. "Latvijas Mobilais Telefons" SIA ("LMT") (registration number 50003050931, address Ropažu Street 6, Riga, Latvia LV-1039) and Insurance administrator Willis Towers Watson Sweden AB (registration number 556426-5295, address Lästmakargatan 22, 10389 Stockholm) are authorized to act on behalf of the Insurer according to the policy and these Terms and Conditions.

1. Who?

This Insurance applies to private and corporate customers, who

- reside in Latvia,
- purchase or lease a device from LMT R&L, and
- purchase the Insurance through LMT R&L.

The Insurance remains valid also in case the device is used by the Insured's family members or another employee of the corporate customer who purchased the Insurance. Also, if the device is in use by other individuals authorised by the Insured, provided that such use takes place on a very temporary basis.

2. Where?

The Insurance applies all over the world.

3. When?

Insurance applies from the date indicated in the Insurance policy.

The customer is still entitled to purchase the Insurance up till 14 days from date of purchase or delivery of the device, at an LMT Customer Centre (LMT R&L), if the device is checked for damages and confirmed functional by LMT Customer Centre personnel.

4. Period of validity and issuance of insurance policy

The Insurance is valid from the date indicated in the Insurance policy. The Insurance is valid for one month and then prolonged monthly by automatic renewal, unless the Insurance is terminated in accordance with clause 9.4 or unless otherwise provided for in these Terms and Conditions. The Insurance can be renewed for a maximum period of 60 months. The Insurance will then end without further notice.

The most current Insurance policy is available for downloading or printing at LMT site Mans LMT at <https://mans.lmt.lv> ("Mans LMT") or, if Mans LMT is not available to the Insured, at either the nearest LMT Customer Centre or by sending an e-mail to info@lmt.lv. Use of Mans LMT is determined in 9.2.

In case the ownership/possession of the device is transferred to a third person the Insured must immediately terminate the Insurance, via LMT Customer Centre or through Mans LMT, and the insurance period will no longer extend.

5. Cover

The Insured device is the mobile phone, tablet, smartwatch or other device, which serial number (IMEI) is indicated in the Insurance policy, and includes accessories supplied together with the product packaging.

Insurance cover applies to:

- sudden and accidental** externally caused physical damage to the device; and
- theft or loss; and
- unauthorised use (i.e. costs due to telephone or internet traffic debited to the LMT service invoice linked to the Insured's device), provided that the use by the unauthorised person occurred in connection with loss or theft which is an insured event.

** Accidental is defined as what happened was unexpected and normally not possible to predict and thereby prevent.

6. Exclusions

The Insurance does not cover the following:

6.1 Damage arising out of internal causes or defects of the device or damage payable under supplier warranty, or damage that is the liability of the seller under the applicable law or according to agreed warranty terms.

6.2 Damage consisting of, or a result of, gradual change or other long-term impact, (ordinary) wear and tear or use. The Insurance does, however, reimburse costs for corrosion damage caused by sudden and accidental exposure to damp.

6.3 Damage as a result of neglected maintenance or upkeep, misuse or unauthorised tampering with the device, or its software, in violation of manufacturer's instructions and guidelines.

6.4 Damage to, or loss of, SIM card.

6.5 Theft from a motor vehicle unless the break-in can be substantiated.

6.6 If as far as another insurance policy or another third party has provided respective compensation.

6.7 Damage of a minor nature such as scratches, staining or smaller cracks that do not affect the device's usability, if the damage has not led to consequential damage affecting the device's usability.

6.8 Costs for normal maintenance, adjustments, examination, modification, service, damage caused by improper installation or repair.

6.9 Damage to accessories or consumables such as for example additional battery, memory card or SIM card that are not included in the product packaging, that are not supplied as standard accessories with purchase, or that are not connected with damage to, or theft/loss of, the Insured device.

6.10 Damage suffered by the Insured device when possession/ownership of the Insured device is transferred to another person than the Insured (excluding the Insured's family members and employees of the corporate customer who purchased the Insurance), other than on a very temporary basis. However, this exclusion does not apply in case the device is stolen from the person to whom the device has been leased or loaned.

6.11 Cost of lost data stored in the Insured device, memory or SIM cards.

6.12 Damage or malfunction associated with viruses or software-related malfunction or damage.

6.13 Damage consisting, or as a consequence, of errors arising in the device due to faulty design, materials or workmanship or damage arising out of, or depending on, processing, repair, maintenance or installation.

6.14 Non-patrimonial damage and loss of profit.

6.15 War, revolution, military takeover or riots, radiation or contamination due to radioactivity from any form of nuclear fuel, active or stored, or damage directly caused by pressure waves from aircraft or other flying vessel moving at supersonic speed.

6.16 Duty of care exclusion

The device must be handled in such a manner that damage or theft/loss will, in the circumstances prevailing and as far as possible, be prevented. The device must be regarded as valuable property. If the duty of care has not been observed then the claim will not be covered under the Insurance.

Therefore, in the following cases, compensation will not be granted:

6.16.1 For damage to, or theft/loss of, a device that is left unattended in public premises or in a public place where unauthorised persons may access the device.

Full compensation is granted, however, if the device is locked into a locker or the like and a break-in can be substantiated.

6.16.2 For damage to, or theft/loss of, a device that has been left in locked premises to which persons other than the Insured has access, such as schools or dressing rooms. Full compensation is granted, however, if the device is locked in a locker or the like and a break-in can be substantiated. Full compensation is also paid if a break-in into the premises can be substantiated.

7. Deductible

The deductible is showed in the Insurance policy. The deductible is paid by the Insured upon retrieving the repaired/ replaced device at the LMT Customer Centre.

8. Claims

8.1 Claim notification

In cases of damage to, or theft or loss of, an Insured device, a notification must be made on Mans LMT.

If Mans LMT is not available to the Insured, call 28008222 to notify claim.

Notification shall be made as soon as possible, however no later than within 14 days after the incident giving rise to the claim occurred. For information, contact the claims handlers at LMTapdrosinasana@willis.com or call 28008222.

At the request of the Insurer or his authorised third parties, the Insured must provide supporting documents and evidence that are relevant for the claims handling process in order to regulate the claim.

The Insured must always, in cases of loss/theft, perform activities indicated in 8.3.

The Insured must provide a description of the insurance event, its cause, time and place.

The decision in a claim errand will be provided to the Insured no more than 30 days, from full claim documentation was received.

8.2 Damage

Damage to an Insured device will be repaired, when possible. The Insured must deliver the device to an LMT Customer Centre and later collect the repaired device from the LMT Customer Centre. If the Insured uses a repair shop that is not authorised by the Insurer, the claim will be denied. For claim compensation, see 8.5 below. Insured devices become the property of the Insurer if they are replaced with new device.

8.3 Theft or loss

In cases of theft or loss of a device, the Insured must:

- block the serial number (IMEI), at either the nearest LMT Customer Centre or by sending an e-mail to info@lmt.lv. If an serial number (IMEI) blockage notice is not submitted, the claim will not be processed.
- Provide a report from police on filing an application by Insured for the loss or theft of the insured device.
- LMT clients must block their subscription by calling LMT Customer Service on 80768076. For claim compensation, please see 8.5 below. The Insured collects the replacement device from the LMT Customer Centre.

8.4 Unauthorised use

Unauthorised use is defined as costs due to telephone or internet traffic imposed on the LMT subscription belonging to the Insured for unauthorised use of the Insured device, provided that the use by the unauthorised person is in connection with loss or theft, that is an insured event. When claiming costs connected to unauthorised use of the device, the Insured must have blocked the LMT subscription without delay according to 8.3. Costs due to unauthorised use needs to be substantiated by a copy of the Insured's service invoice from LMT. For claim compensation, see 8.5 below.

8.5 Claim compensation

The insured sum is the repair costs of Insured device per claim, when possible. If a damaged device cannot be repaired, it will be replaced with the same make and model. If a make and model is no longer available from LMT R&L, the damaged, stolen or lost device will be replaced with a device with the same functionality as the Insured device had prior to the damage, however maximised to the LMT R&L list price of the device when the Insurance was purchased and which in any case shall not be more than 2 000 EUR (including VAT) per device. The sum insured is the same during the entire insurance period, however, a maximum of 1 (one) theft/ loss claim will be reimbursed within each 12 months period running from the day when the Insurance begins, as indicated in the policy. If the Insured device is replaced, the Insurance continues to apply in respect to the replaced device. In such case an updated policy will be sent to Insured's e-mail indicated in the policy, and available at Mans LMT to reflect the new serial number (IMEI) and other changes. Age deductions related to the device are not carried out.

In cases where unauthorised use is covered by the Insurance, compensation is granted to a maximum of EUR 1000 including VAT per claim for such costs. The Insured will be reimbursed through a credit post on the LMT service invoice. The deductible is paid by the Insured as instructed. VAT, if applicable, is included in the claim compensation.

After compensation is granted by the Insurer, the Insurer assumes the Insured's right to compensation from the individual who is responsible for the loss.

Cash compensation is not paid.

9. General conditions

9.1 Premium payment

LMT invoices the Insured on behalf of the Insurer, through Mans LMT and by sending it to the invoice delivery address indicated in the Insurance policy, for the premium monthly after the respective month for which the Insurance was valid.

The payment terms are stated on the invoice. If the payment terms are not followed, the Insurance might be terminated in accordance with 9.4.

The Insurance is free of charge for the first two months from when the Insurance begins as stated in the Insurance policy.

LMT is entitled to recover debts from Insured or to assign the right of claim towards recovery of the debt, or forward monitoring and collection of the settlement of invoices to other third person.

9.2 Use of Mans LMT at <https://mans.lmt.lv>

Mans LMT can be used by the Insured, if the Insured will separately agree to LMT "Terms of use of Mans LMT" at Mans LMT.

9.3 Withdrawal

If the Insurance was purchased online, the Insured has a right to withdraw from the Insurance within 14 days from the date when the Insurance begins. This right does not apply to the Insurance in case the device has been damaged, lost or stolen during these 14 days.

9.4 Termination

The Insured has a right to terminate the Insurance whenever required with immediate effect. Termination is carried out in LMT Customer Centre or through Mans LMT. If the Insurance is terminated, it will be valid until 23:59 the day the termination is requested.

If the premium has not been paid according to the invoice payment terms, Insurer has the right to terminate the Insurance if the premium due is still not paid within 15 days after LMT has sent a reminder to the Insured. Such reminder shall be regarded as sent on behalf of the Insurer. In case of non-payment of the invoice after the reminder, the Insurance will be terminated according to the terms of the reminder, which in any case means no earlier than 15 days after the reminder was sent out. In case of termination of the Insurance the Insurer is entitled to payment of the premium for the period the Insurance has been in force, after the end of any premium-free period.

The Insurance may be terminated also in the other cases determined by the governing law.

9.5 Bad faith and gross negligence

Insurer will deny the reimbursement to the Insured if:

9.5.1 the insured risk is caused or enhanced by bad faith (i.e. intentional damage) or gross negligence (according to Article 1645 of the Civil Law);

9.5.2 the Insured due to bad faith (i.e. intentionally) or gross negligence (according to Article 1645 of the Civil Law) has not fulfilled any of the obligations specified in Article 27 of the Insurance Contract law (including obligation to immediately, however no later than within 14 days after the incident giving rise to the claim, inform about the incident giving rise to the claim, and to provide true and complete information and circumstances of the incident giving rise to the claim).

9.6 Personal data

In order to provide the Insured with the insurance service certain personal data about the Insured need to be processed. The personal data processed includes the following data (hereinafter: **Personal Data**): any data that Insured or person who intends to conclude insurance agreement provides directly to Insurer or its data processors (including information about claims or complaints), Insured's name, date of birth or personal code, Insured's contact details, including e-mail address, telephone number, Insured's device data, including device model, serial number (IMEI). In case of any changes to Personal Data, the Insured shall notify this immediately through Mans LMT. The Insured acknowledges that Personal Data may be processed by the following persons: data controller **Telia Försäkring AB** (company ID number, 516401-8490) address 169 94

Solna; Sweden, contact e-mail address contact-insurance@teliacompany.com together with its branch in Latvia **Telia Försäkring AB branch in Latvia** (registry code: 40203181416), address Lielvārdes iela 8A, Rīga, LV-1006, Latvija, contact e-mail address contact-insurance@teliacompany.com (hereinafter: **Data Controller**) and data processors: **LMT Retail & Logistics SIA** (registration code 40103148504), address Ropažu Street 6, Riga, Latvia, LV-1039, contact e-mail address info@lmt.lv and Insurance administrator **Willis Towers Watson Sweden AB** (company ID number 556426-5295) address Box 7273, SE 103 89 Stockholm, Sweden, contact e-mail address LMTapdrosinasana@willis.com (all together hereinafter – **Data Processors**), and sub-processors: **“Latvijas Mobilais Telefons” SIA** (registration code 50003050931), address Ropažu Street 6, Riga, Latvia, LV-1039, contact e-mail address info@lmt.lv, third party claims adjusters and IT suppliers.

The **purpose** for processing the Personal Data is to provide the Insured with the insurance service, including the administration of claims or possible complaints. **Legal basis** for data processing is the performance of this agreement or conclusion of this agreement at the request of data subject. In order to administer your personal data and provide assistance in provision of the insurance service the Data Controller **may disclose** the Insured's personal data to the Data Processors. Personal Data shall be **retained** as long as necessary for the said purpose of the collection and up to three years after that. Insured shall have all **rights** arising from applicable data protection regulations. Including that, the Insured is entitled to approach the Data Controller at the contact details specified above at any time, if he/she has any questions concerning the processing of a Personal Data; right of access to, rectification or erasure of personal data; right to restriction of processing pursuant to applicable laws; right to object to processing of personal data; right to data portability and right to lodge a complaint with the supervisory authority – the Data State Inspectorate.

LMT is entitled to process personal data about debt of the Insured for the purposes of debt recovery arising out of Insurance and to ensure execution of the Insurance, including the right to share the information with other third parties providing debt recovery services and include the information about debt in the database of debt history in accordance with applicable normative acts.

9.7 Governing law

The Insurance and any rights and/ or obligations arising from the Insurance including matters which are not covered by Insurance policy and these Terms and Conditions) are governed by laws of the Republic of Latvia.

9.8 Financial sanctions

The Insurance does not apply in the event that the provision of insurance or claim reimbursement, would directly or indirectly expose Telia Försäkring AB to any resolution from the UN or national or foreign laws or regulations relating to financial or trade sanctions.

10. Insurance administrator/claims handler

The Insurance is administered by the insurance broker Willis Towers Watson Sweden AB (registration number 556426 -5295; e-mail: LMTapdrosinasana@willis.com), a subsidiary of Willis Towers Watson Plc, or third party (i.e. OPS LV SIA, Reg. no 40203178045, address: Aspazijas bulvāris 20, Rīga, Latvia, LV-1012) authorized by Willis Towers Watson Sweden AB, on behalf of the Insurer. This also includes administration of Insurance claims.

11. Insurer

The Insurance provider is Telia Försäkring AB (registry code 516401-8490; address 169 94 Solna; Sweden; telephone number +46 8 504 550 000), who is represented in Latvia by Telia Försäkring AB branch in Latvia, (registration number 40203181416) address Lielvārdes iela 8A, Rīga, LV-1006, Latvija.

Insurance market supervision (including distribution of Insurance by LMT R&L) in Latvia is carried out by the Financial and Capital Market Commission, address: Kungu iela 1, Riga, Latvia, LV-1050.

12. Complaints

If the Insured is not satisfied with decision concerning a compensation claim, or with any other issue related to the Insurance (including insurance distribution by LMT R&L), there are different options for Insured or person who intends to conclude insurance

agreement to achieve a review. Complaints must be provided to either party below. In case of 12.1 and 12.2 answer to the claim will be provided free of charge in a term of 14 days from receiving a complaint. 14-day term might be extended if due to objective reasons it is not possible to answer a complaint within a 14-day term (we will inform about grounds for extension and a new term). Complaints and answers are registered in the complaints register and handled by a complaints committee including the Insurer, the Insurance administrator and the distributor to verify the facts and avoid any conflict of interests in the complaints procedure. The causes for complaints are monitored by the Insurer, Insurance administrator and distributor and root causes for complaints will be analysed and eliminated, where possible and necessary. Please follow instructions below and contact:

12.1 Insurance administrator

Contact the insurance broker Willis Towers Watson Sweden AB, for contact details see 10. above, and describe the case and request a review.

12.2 Complaints Manager at Telia Försäkring AB Latvian Branch

If the person is not satisfied with the management of the complaints he/she may contact the representative of Telia Försäkring Latvian Branch, at address Lielvārdes iela 8A, Rīga, LV-1006, Latvija, contact e-mail address contact-insurance@teliacompany.com.

12.3 The Latvian Consumer rights protection centre

If the Insurance is concluded with a consumer, claims related to violations determined by consumer protection laws may be submitted to the Consumer rights protection centre (Brīvības iela 55, Rīga, LV-1010).

12.4 Courts

If no agreement is reached on resolving a dispute between the Insured and Insurer, a dispute shall be solved and may be taken to the competent court of the Republic of Latvia.

12.5 Legal proceedings against the Insurer

All summonses, notices or processes to be served on the Insurer for the purposes of commencing legal proceedings against the Insurer in connection with the Insurance must be addressed and delivered to the Insurer at contact information according to section 11.

13. Changes to Terms and Conditions

The Insurer may alter the Terms and Conditions of the Insurance for future periods of cover at any time giving the Insured no less than 30 days' notice. When notified, the Insured shall get acquainted with such alterations by viewing information placed at Mans LMT or provided by link in notification.

Amendments shall be deemed accepted if the Insured pays the Insurance premium for the following month.

14. Applicable language

Latvian language version of the Terms and Conditions is legally binding. The English language version of the Terms and Conditions is for information purposes only and in case of discrepancies between versions the Latvian language version shall prevail.

15. Notifications

It is agreed that any kind of notifications, requests and information (except claims and/or except if expressly stated otherwise in these Terms and Conditions), including insurance terms and conditions, policies, reminders, termination notifications and any other notifications (hereinafter **“Notifications”**) are sent by using e-mail or Mans LMT.

Any such Notifications are considered received, when:

1) Notifications made by Insurer are sent by Insurer or its authorized person through e-mail to Insured's e-mail address indicated in the Insurance policy;

2) Notifications made by the Insured are submitted on Mans LMT or sent by e-mail to: LMTapdrosinasana@willis.com.

In addition, the Insured is always entitled to submit, request and receive information in writing. In case of debt recovery by the Insurer or its authorized person, written correspondence sent by post to the Insured's address indicated in the Insurance policy shall be considered received by the Insured within 5 days from dispatch.