

## SEESAM'S MOTOR VEHICLE INSURANCE CONDITIONS 1/2015

(Effective as of 01.12.2015)

### INSURED OBJECT

1. The insured object means a land vehicle or a trailer of a land vehicle that has been registered in the national traffic register of Estonia in its manufactured entirety (hereinafter "vehicle"), incl. alloy wheels if supplied as original equipment by the manufacturer. Without an additional insurance premium, the insurance shall cover child safety seats and carry cots, roof boxes, roof bars, bicycle racks, additional bumpers and steps and towing hooks mounted to the vehicle, if set out in the policy or certified by documents.
  - 1.1 Upon insuring passenger cars or light trucks in normal use, it is possible, for an additional insurance premium, to enter into additional insurance cover for the luggage that is in the insured vehicle ([clauses 69-73](#)). Upon entry into only additional insurance cover, the insured object shall be luggage.
- 3 equipment not supplied as original equipment by the manufacturer;
- 3 parts of the bodywork and additional equipment (e.g. *additional lights, winch, pre-heater, gas equipment*) not supplied as original equipment by the manufacturer;
- 4 special technology and equipment that the policyholder uses in its economic or professional activities and that is intended for carrying out special functions (e.g. *freezing equipment, diagnostic equipment, medical equipment, firefighting equipment, police vehicle equipment*);
- 5 paintwork and stickers on the vehicle.
5. The following shall not be insured objects:
  - 1 audio or data media and the information contained therein;
  - 2 items not supplied as original equipment by the manufacturer (e.g. *mobile telephones, computers, readers, cameras and other electronic equipment*);
  - 3 vehicle equipment and constructions designed for races or racing;
  - 4 parts or accessories of the vehicle, which have been installed disregarding legislation or safety requirements.
6. The items specified in [clauses 5.1](#) and [5.2](#) shall constitute an insured object if luggage insurance has been chosen and a respective note has been made in the policy.

### PARTS OF PASSENGER CARS AND LIGHT TRUCKS SUBJECT TO SPECIAL PREMIUM

2. Parts subject to a special premium have been insured as a single set within EUR 1,000 without a respective note in the policy.
3. Parts subject to a special premium over EUR 1,000 in value have been insured only if all the following terms and conditions have been met:
  - 1 the policyholder has submitted to Seesam, in a format that can be reproduced in writing, the list and value of the parts subject to a special premium;
  - 2 the list of the parts subject to a special premium and the amount of the indemnity limit are set out in the policy;
  - 3 the policyholder has paid the additional insurance premium.
4. Parts subject to a special premium shall be the following items connected with the vehicle:
  - 1 alloy wheels not supplied as original equipment by the manufacturer;
  - 2 navigation, audio, TV, video (e.g. *driving video recorders*), taxi and multimedia

### INSURANCE TERRITORY

7. The insurance territory means the area agreed on in the insurance contract within which the insured object has been insured against the insured risks defined in the insurance contract.
8. The insurance territory options are:
  - 1 Europe, excluding Russia, the Ukraine, Belarus, Armenia, Azerbaijan, Georgia, Kazakhstan, Moldova, and Turkey;
  - 2 Europe, Russia (the part of the Russian Federation to the west of the Ural Mountains), the Ukraine and Belarus, except Armenia, Azerbaijan, Georgia, Kazakhstan, Moldova, Turkey, Ingushetia, Chechnya, Ossetia, and Dagestan.

9. The insurance territory chosen by the policyholder shall be set out in the policy.
10. Damage caused to the vehicle outside the insurance territory set out in the policy shall not be subject to indemnification under the insurance contract.

#### INSURED RISKS AND INSURED EVENT

##### INSURED RISKS

11. Under the comprehensive insurance of Seesam, a vehicle has been insured against the following risks:
  - 1 unexpected and sudden event outside the vehicle ([clause 13](#));
  - 2 traffic accident;
  - 3 natural disaster ([clause 14](#));
  - 4 fire ([clause 15](#));
  - 5 damage caused by a third party;
  - 6 loss as a result of theft or robbery.

##### INSURED EVENT

12. The insured event means damage to or destruction or loss of an insured object during the insurance period due to the realisation of an insured risk under the terms and conditions and within the extent provided for in the insurance contract.
13. An unexpected and sudden event outside the vehicle means an event in which the vehicle is destroyed or damaged as a result of a contact event outside the vehicle.
14. Natural disaster means the destruction of or damage to the insured object due to a natural event.
  - 14.1 Natural disaster is not deemed to be the destruction of or damage to the insured object, which is in cause-and-effect relationship with the driver's own behaviour (e.g. *driving with the vehicle into water, driving onto a tree lying on the road, damage to the vehicle due to scratches from branches*).
15. Fire means the damage to or destruction of the insured object due to fire, smoke or soot.
16. Unlike that set out in the general contractual terms and conditions, the policyholder's children of less than 14 years of age are not deemed to be persons equal to the policyholder and dam-

age caused by children of less than 14 years of age shall be subject to indemnification.

#### ADDITIONAL INSURANCE COVER WITHOUT ADDITIONAL INSURANCE PREMIUM

17. Without an additional insurance premium, the automatic additional insurance cover of passenger cars and light trucks in normal use shall cover:
  - 1 emergency road service insurance (includes towing costs) ([clauses 23-29](#));
  - 2 new value insurance ([clauses 34-35](#));
  - 3 lease value insurance ([clauses 36-41](#));
  - 4 loading damage insurance ([clauses 42-43](#)).
18. Normal use of a vehicle is not considered to be leasing or renting the vehicle (except the case in which the policyholder is also the lessee), providing taxi services with the vehicle, using the vehicle as an emergency vehicle, for teaching driving or patrolling in the service of a security company.
19. Automatic additional insurance cover of a truck, trailer and bus shall cover:
  - 1 loading damage insurance (exclusion [clause 74.8](#));
  - 2 towing costs insurance of up to EUR 1,500.

#### ADDITIONAL INSURANCE COVER UNDER SEPARATE AGREEMENT

20. It is possible, for an additional insurance premium, to enter into the following additional insurance cover in respect of passenger cars or light trucks in normal use:
  - 1 window insurance ([clauses 44-48](#));
  - 2 replacement vehicle insurance ([clauses 49-60](#));
  - 3 vehicle passenger accident insurance ([clauses 61-68](#));
  - 4 luggage insurance ([clauses 69-73](#)).
21. It is possible to choose the following additional insurance cover for trucks and buses:
  - 1 window insurance;
  - 2 towing costs insurance of more than EUR 1,500.
22. In order for the insurance cover to be in effect, the additional insurance cover must have been set out in the policy.

## INSURED EVENTS OF SUPPLEMENTARY INSURANCE

### EMERGENCY ROAD SERVICE INSURANCE

23. Emergency road service insurance shall ensure round-the-clock emergency care to the policyholder in the case of an unexpected event that occurred on the roads of the insurance territory set out in the policy and hinders continuing the journey.
24. Emergency road service insurance (incl. accommodation expenses without charge [clause 27.8](#)) shall be valid only if the service is ordered using the emergency road service insurance telephone number set out in the policy.
25. Emergency road service ordered from other service providers shall not be subject to indemnification.
26. Emergency road service shall not be provided or it must be separately paid for if the need for the service could have been foreseen by the policyholder (*e.g. if the client orders the emergency road service repeatedly for starting the vehicle, although the client has previously been informed of the need to change the battery of the vehicle*).
27. Emergency road service insurance shall cover the following services:
  - 1 towing the vehicle to the closest service station (e.g. technical failure, driving off the road, accident, keys in the locked vehicle). If necessary, in the case of an event that has occurred in Estonia the driver of the vehicle and fellow passengers shall be taken to one requested destination within Estonia;
  - 2 helping the vehicle out of water, sand, mud, snow or a ditch;
  - 3 bringing additional fuel and cost thereof;
  - 4 wheel and tyre change;
  - 5 help in starting the vehicle;
  - 6 bringing spare keys within Estonia;
  - 7 coming to the scene in the case of an accident and consulting the client in the situation;
  - 8 in the case of an insured event of emergency road service that occurred outside the Republic of Estonia, reasonable accommodation expenses of maximum up to 3 days shall be indemnified for to the driver and one fellow passenger if, due to the insured event of emergency road

service, it is not possible for the policyholder to use the vehicle.

28. In the case of an insured event of the emergency road service insurance, the costs of acquisition of accessories, spare parts, tyres, replacement keys, remote controls, etc., of the vehicle shall not be indemnified for.
29. No deductible shall apply in the case of events of the emergency road service insurance.

### TOWING COSTS INSURANCE

30. Upon realisation of the insured risk specified in [clause 11](#), the towing costs of the vehicle shall be indemnified for within the extent set out in these conditions.
31. Towing costs are deemed to be reasonable costs necessary for transporting a vehicle damaged or destroyed as a result of an insured event.
32. In Estonia, Latvia and Lithuania, the towing costs of passenger cars and light trucks in normal use shall be insured without any sum insured, but the costs of transporting the vehicle destroyed outside Estonia, Latvia and Lithuania shall be indemnified for within up to EUR 1,500.
33. Upon insuring a truck, trailer or bus, Seesam shall indemnify for all reasonable and necessary costs for lifting on the road and towing to the nearest repository or service station within up to EUR 1,500.

### NEW VALUE INSURANCE

34. Seesam shall indemnify for the purchase price of a passenger car or light truck for which the insured vehicle was acquired if the vehicle is destroyed or lost as a result of an insured event and all the following circumstances exist:
  - 1 the vehicle has been bought as new;
  - 2 the vehicle has been in the ownership of only one person (in the case of a lease vehicle, the vehicle has had only one lessee);
  - 3 the age of the vehicle is up to 1 year from the first registration of the vehicle;
  - 4 kilometres covered by the vehicle do not exceed 40,000 km;
  - 5 the repair costs exceed 50% of the purchase price of the vehicle.

35. The new value insurance cover shall also apply to events where the traffic accident was caused by another party and the damage caused to the vehicle of the policyholder is indemnified for by the insurer of the other party. In such a case the difference between the purchase price of the vehicle and the value of the vehicle indemnified for under the mandatory motor third party liability insurance shall be indemnified for.

#### LEASE VALUE INSURANCE

36. Seesam shall indemnify for the lease residual value of a passenger car or light truck if it exceeds the market value of the vehicle and the vehicle is destroyed or lost as a result of an insured event.
37. Lease value means only the value of the vehicle according to the lease contract directly before the moment the insured event occurs, not including any other possible monetary liabilities (*e.g. lease payment arrears, interest, contractual penalties, contractual expenses and charges, etc.*) the lessee may have towards the lessor.
38. In order to receive lease value insurance indemnity, all the following terms and conditions must be met:
- 1 the age of the vehicle is up to 7 years from the first registration of the vehicle;
  - 2 the owner of the vehicle is the lessor;
  - 3 the repair costs exceed 50% of the market value of the vehicle.
39. If the lease value of the vehicle is higher than the market value at the time of the insured event, the sum indemnified for equals the lease value with value added tax after the insured event within up to EUR 35,000.
40. If the lease value of the vehicle is lower than the market value of the vehicle at the time of occurrence of the insured event, the sum indemnified for equals the market value.
41. Lease value insurance shall also apply to events where the traffic accident was caused by another party and the damage caused to the vehicle of the policyholder is indemnified for by the insurer of the other party. In such a case the difference between the lease value of the vehicle and the value of the vehicle indemnified for under the mandatory motor third party liability insurance shall be indemnified for.

#### LOADING DAMAGE INSURANCE

42. Loading damage insurance shall indemnify for the costs arisen from damage to or destruction of a vehicle caused by loading or unloading of cargo or load, except in the case specified in [clause 74.8](#).
43. Upon occurrence of an insured event of loading damage ([clause 42](#)), the deductible set out in the policy shall apply.

#### WINDOW INSURANCE

44. An insured event of window insurance is deemed to be a situation where the windscreen and/or passenger compartment window (incl. the film covering the window) is damaged or destroyed by a direct hit thereto.
45. If it is possible to repair the damaged window, the indemnity for damage shall include the reasonable expenses of the window repair work.
46. The glass is deemed to be destroyed if it is not possible to repair the window and if, for this reason, the window must be replaced with a new or equal one.
47. Damage caused to the lights, mirrors, sun roof, glass roof, glass tonneau cover, window heating element or other glass items of the vehicle shall not be indemnified for under the window insurance.
48. Damage caused by natural wear and tear of the windows (*e.g. damage caused by windscreen wipers, or damage caused as a result of cleaning ice or snow from the window*) shall not be indemnified for.

#### REPLACEMENT VEHICLE INSURANCE

49. If the vehicle cannot be used due to an insured event, Seesam shall provide the policyholder with a replacement vehicle to use for up to 15 days.
50. If the vehicle cannot be used due to an insured event that occurred outside Estonia, Seesam shall indemnify the policyholder for the certified rent costs of a replacement vehicle for up to 15 days in the amount of maximum EUR 40 per day.

51. The expenses for using a replacement vehicle shall be indemnified for the period when:
  - 1 the damaged vehicle is incapable of moving;
  - 2 the use of the damaged vehicle is prohibited by legislation;
  - 3 the damaged vehicle is being repaired and, due to the performance of the repair work, the vehicle cannot be used;
  - 4 the damaged vehicle is destroyed, stolen, or robbed.
52. A replacement vehicle shall be made available for the period of the repair work. If the vehicle is, as a result of an insured event, unfit for use in traffic, the policyholder shall also have the right to receive a replacement vehicle for the period between registering the occurrence of the insured event and the repairs. No replacement vehicle shall be provided if the period of repairs of the vehicle is shorter than 12 hours.
53. In case the vehicle has been destroyed, stolen or robbed, the replacement vehicle shall be provided for up to 15 days.
54. The replacement vehicle shall be handed over at a company and in a location specified by Seesam within a reasonable time.
55. The replacement vehicle insurance shall also apply to events where the traffic accident was caused by another party and the damage caused to the vehicle of the policyholder is indemnified for by the insurer of the other party.
56. In the case where several insured events have occurred within a one-year insurance period, there is the right to receive a replacement vehicle on maximum three occasions.

#### OBLIGATIONS OF POLICYHOLDER IN CASE OF REPLACEMENT VEHICLE INSURANCE

57. The policyholder is obliged to enter into a replacement vehicle usage contract with the provider of the replacement vehicle specified by Seesam and adhere to the terms and conditions of the contract.
58. At the request of Seesam or the provider of the replacement vehicle determined by Seesam, the replacement vehicle must be returned within 24 hours.
59. The policyholder shall be obliged to coordinate the use of a replacement vehicle with Seesam as soon as possible.

60. If the need for using a replacement vehicle arises at weekend or on public holidays, due to which it is not possible to coordinate the use of the replacement vehicle with Seesam, the certified rental costs of the replacement vehicle shall be indemnified for in the amount of maximum EUR 40 per day within up to 3 days.

#### VEHICLE PASSENGER ACCIDENT INSURANCE

61. The sum insured with the vehicle passenger accident insurance for a person and for the vehicle shall be set out in the policy.
62. An insured event of the vehicle passenger accident insurance means the permanent incapacity for work or the death of the driver of the vehicle and/or the fellow passenger(s) who was/were in the insured vehicle (hereinafter "vehicle passenger") if this has been caused directly by bodily injury received as a result of the occurrence of the insured event specified in [clause 11](#).
63. Permanent incapacity for work means a permanent functional impairment caused by bodily injury received in an insured event. The right to receive indemnity shall arise if the functional impairment has lasted for at least 1 year.
64. Seesam shall pay the vehicle passenger accident insurance indemnity in accordance with the degrees of the loss of capacity for work established pursuant to the procedure provided for in legislation.
  - 1 If a vehicle passenger has been declared partially incapacitated for work, Seesam shall indemnify 50% of the accident insurance sum insured.
  - 2 If a vehicle passenger has been declared 100% incapacitated for work, Seesam shall indemnify 100% of the accident insurance sum insured.
65. If a vehicle passenger dies as a result of the bodily injury received due to an insured event, the whole vehicle passenger accident insurance sum insured shall be indemnified for to the successors of the vehicle passenger.
66. Indemnity for permanent incapacity for work shall be paid to the vehicle passenger who is permanently incapacitated for work due to the insured event.



67. Vehicle passenger accident insurance shall also apply to events where the traffic accident was caused by another party and the damage caused to the vehicle of the policyholder is indemnified for by the insurer of the other party.
68. In accordance with the Traffic Act, a vehicle passenger must properly wear a seat belt while the vehicle is riding.

#### LUGGAGE INSURANCE

69. Luggage is deemed to be the items in the passenger compartment, luggage compartment or roof box of the insured vehicle.
70. Damage arisen as a result of damage to or destruction or loss of luggage due to an insured event specified in [clause 11](#) of the conditions shall be indemnified for.
71. Luggage insurance shall not cover the following items:
  - 1 money, securities, works of artistic value and objects made from precious metals;
  - 2 goods, cargoes, loads.
72. To prevent theft of luggage, when leaving the vehicle, it must be locked, its openings must be closed and the luggage must be placed in a hidden place.
73. In the case of damage to, loss or destruction of luggage, the part of the damage subject to indemnification on the basis of other insurance contracts (e.g. motor third party liability, travel or household insurance) shall not be indemnified for.
- 4 damage caused by water getting into the engine, except if water has got into the engine as a result of a traffic accident or natural disaster;
- 5 damage arisen as a result of unsuitable or low-quality fuel, oil, coolant, or other liquid used in the vehicle;
- 6 damage arisen as a result of insufficient quantity or circulation of oil, coolant, or other liquid;
- 7 damage arisen from an object, cargo, or load in the vehicle or trailer if this is not a direct result of a contact traffic accident or unexpected and sudden event outside the vehicle;
- 8 damage arisen to road tankers or cistern vehicles upon loading or unloading cargo or load;
- 9 damage arisen upon car racing or training for racing (incl. amateur racing or unofficial races);
- 10 damage arisen as a result of freezing, icing, heating, corrosion, moisture, smell, or mould;
- 11 damage caused by pets in the passenger compartment of the vehicle;
- 12 damage arisen from low-quality work in the course of servicing, incl. washing or repairing, of the vehicle, except if the vehicle had been sent to the repairs by Seesam;
- 13 damage arisen as a result of charging the battery or helping in starting the vehicle;
- 14 damage arisen before or after the insurance period;
- 15 damage subject to indemnification under the mandatory motor third party liability insurance or the mandatory liability insurance of a vehicle of a foreign country. If the policyholder does not receive indemnity on the basis of the mandatory motor third party liability insurance or the mandatory liability insurance of a vehicle of a foreign country in full or in part and has not received indemnity within one month of the occurrence of the traffic accident, Seesam shall not apply the exclusion specified in this clause.

#### EXCLUSIONS

74. The following shall not be indemnified for:
  - 1 damage arisen from natural use and wear and tear;
  - 2 damage arisen from poor maintenance of the vehicle, its part or luggage, or a construction, production or material defect caused to equipment thereof;
  - 3 equipment or part that caused the technical failure, short circuit or fire. For the purposes of these conditions, a technical failure means any damage to or destruction of the vehicle or its part, which has not been caused by an unexpected and sudden event outside the vehicle, traffic accident, natural disaster, fire or damage caused by a third party;
75. Theft is not considered to be the loss of the vehicle, its part or luggage as a result of fraudulent conduct, embezzlement, or extortion. The definitions of fraudulent conduct, embezzlement, and extortion shall be interpreted on the basis of the substance given to these definitions in the Penal Code.

#### IMPORTANT CIRCUMSTANCES THAT AFFECT INSURED RISK

76. Increase in the possibility of an insured risk is deemed to be an increase in the likelihood of the realisation of the event specified in [clause 11](#) of the conditions.
77. The activities that affect the likelihood of the realisation of an insured risk have been provided for in the safety requirements of these conditions that the policyholder is obliged to adhere to.

#### SAFETY REQUIREMENTS

78. The policyholder shall be obliged to meet the safety requirements provided for in these conditions, adhere to the Traffic Act and the user manual of the vehicle.
79. The driver of the vehicle must have the right to drive a motor vehicle of the relevant category.
80. The vehicle may not be driven in a state of intoxication or fatigue.
81. The driver of the vehicle must make sure, before starting to drive the vehicle, that his or her state of health allows driving the vehicle.
82. The vehicle may not be driven in a beach area, swampy area, in water or off-road within the meaning of the Traffic Act.
83. The vehicle may not be driven on ice, except on winter roads or ice roads opened for public use by the relevant authority.
84. The technical condition of the vehicle shall comply with the technical requirements established by legislation.
85. The condition of the tyres of the vehicle must comply with the requirements established by legislation and summer tyres may not be used when the usage of winter tyres is mandatory on the basis of legislation.
86. The policyholder may not exceed the speed limits prescribed by legislation and traffic control devices with the vehicle.
87. When leaving the vehicle, it must be locked, its windows, doors, sunroof, and other openings must be closed and security devices, if any, must be switched on.
88. The keys to the vehicle shall be kept with sufficient care to ensure that no unauthorised persons can gain possession of these.
89. For the purposes of these conditions, keys mean the door and ignition keys, cards, and remote controls of the vehicle, incl. the electronic keys and remote controls of anti-theft systems.
90. Keys may not be handed over, on a voluntary basis, to strangers or people that are in state of intoxication.
91. An immobiliser must be mounted or the existing immobiliser must be recoded in the case of vehicles that do not have a complete set of keys and a corresponding certificate must be presented to Seesam.
92. If any faults appear in the locking systems or anti-theft equipment of the vehicle, these must be repaired as soon as possible.
93. A trailer that is not connected to a vehicle must be kept fenced, behind a locked gate, or in a territory that is under surveillance.

#### POLICYHOLDER'S OBLIGATIONS AFTER INSURED EVENT

#### OBLIGATIONS UPON OCCURRENCE OF INSURED EVENT

94. Upon occurrence of an insured event, the policyholder shall be obliged:
  - 1 in the case of damage caused by a third party, robbery or theft, fraudulent conduct, embezzlement, or extortion, to make an application to the police and submit the replies received from the police to Seesam;
  - 2 in the case of fire, to immediately notify the emergency aid centre of what has happened.
95. In the case of a traffic accident, the driver involved in the traffic accident must act in accordance with § 169 of the Traffic Act.
96. After the occurrence of an insured event, the policyholder shall try to avoid and reduce additional damage as much as possible.

97. Following damage to a vehicle, the vehicle may be used only if the driver has checked the vehicle and has made sure that it is in a condition that meets the technical requirements for use. First of all the driver shall check whether the vehicle does not have any oil, fuel or coolant leaks, whether the steering wheel and brakes function and whether the tyres are intact.
98. The driver of the vehicle may not leave the scene after an accident.
99. After a traffic accident the driver of the vehicle may not consume alcohol or any other narcotic or psychotropic substances.
100. The policyholder shall be obliged to prove the occurrence of an insured event and the amount of damage and provide Seesam with information necessary for the establishment of the contract performance obligation. If the circumstances of occurrence of the insured event cannot be established based on the available information, Seesam may suspend the loss adjustment procedure until the submission of the necessary information, by notifying the policyholder thereof in a format that can be reproduced in writing.
101. The damaged vehicle shall be presented to Seesam or a person authorised by Seesam before making any repairs (incl. re-assembly), or transferring the vehicle.
102. The damaged vehicle shall be transported to a secure repository or guarded place as soon as possible.
103. If a tachograph has been installed in the vehicle, the policyholder shall provide Seesam with access to the data recorded about the time of occurrence of the insured event and the period preceding it.

#### **INFORMING OF DAMAGE AND SUBMITTING A LOSS APPLICATION**

104. The policyholder must immediately notify Seesam of a possible insured event and follow the instructions provided by Seesam.
105. The applicant for the indemnity shall submit to Seesam a written loss application that describes thoroughly the circumstances of the possible insured event no later than within three months of the notification of the damage.
106. In the case of theft or robbery of the vehicle, the registration certificate of the vehicle and all keys thereto must be submitted along with the loss application.

#### **RESULTS OF BREACHING SAFETY REQUIREMENTS AND POLICYHOLDER'S OBLIGATION**

107. If the policyholder caused an insured event intentionally, Seesam shall be released from its performance obligation in full.
108. If the policyholder breaches an obligation the aim of which was to reduce the likelihood of the realisation of an insured risk, Seesam shall have the right to reduce the insurance indemnity or refuse to pay the insurance indemnity if the breach of the obligation had an impact on the occurrence of the insured event and the performance obligation of Seesam.
109. If the policyholder breaches intentionally or due to gross negligence an obligation that he or she had to perform following the occurrence of an insured event and the breach has an impact on the establishment of the circumstances of the insured event and the performance obligation of Seesam, Seesam shall be released from its performance obligation in part or in full.
110. Following the principles of good faith and reasonableness, Seesam shall not indemnify for damage if the driver of the vehicle was intoxicated or had no right to drive at the moment of occurrence of the traffic accident.

#### **OBLIGATIONS AND RIGHTS OF SEESAM**

111. Seesam shall be obliged:
  - 1 to introduce the insurance contract documents to the policyholder before entry into the insurance contract;
  - 2 to start to deal with the insured event immediately after receiving a loss application from the policyholder in a format that can be reproduced in writing and to establish the amount of the damage to be indemnified for;
  - 3 to make a decision on whether to indemnify for the damage or refuse to do so immediately, but no later than within ten working days of the receipt of all the required documents and establishing the amount and circumstances of the damage;
  - 4 upon theft or robbery, to make a decision on whether to indemnify for the damage or refuse to do so within one month of the receipt of all the required documents and establishment of the amount and circumstances of the damage.



112. If criminal proceedings have been brought in connection with the insured event, Seesam shall have the right to postpone making a decision until receipt of the decision on terminating the criminal proceedings.
113. During the insurance period, Seesam shall have the right to inspect the vehicle and, in the case of an increased insured risk, require from the policyholder the application of additional security measures as well as higher insurance premium. If the policyholder does not agree to additional security measures, Seesam shall have the right to cancel the insurance contract in accordance with the procedure and during the terms prescribed in the general contractual terms and conditions of Seesam and in the Law of Obligations Act.
114. If the insurance contract is cancelled after the occurrence of an insured event, Seesam shall have the right to withhold from the indemnity the insurance premiums payable until the end of the current insurance period.
115. Upon destruction or loss of the vehicle, Seesam shall have the right, upon payment of the insurance indemnity, to withhold from the insurance indemnity the insurance premiums payable until the end of the current insurance period.

#### SUM INSURED

116. Sum insured means the maximum sum to be paid out, which is, for the purposes of these conditions, the market value of the vehicle in Estonia directly before the occurrence of the insured event.
117. Market value means the average local sales price (market price) of the insured object directly before the occurrence of the insured event.
118. The maximum sum insured in the case of a truck, trailer, and a bus has been set out in the policy.
119. In the case of over-insurance (i.e. if the sum insured is higher than the market value of the vehicle), Seesam shall calculate the insurance indemnity according to the actual amount of damage and it shall not be bound by the sum insured as set out in the policy.
120. In the case of under-insurance, Seesam shall have the right to reduce the amount of damage according to the ratio of the sum insured and the market value of the vehicle.

121. If the sum insured is below the market value of the vehicle and the difference is more than 10%, Seesam shall have the right to apply the provisions of under-insurance.
122. In the case of parts subject to a special premium, the sum insured shall be set out in the policy as the total amount of all the parts subject to a special premium.
123. The insurance indemnity paid out in the insurance period for the purpose of repairing the vehicle, its part or luggage shall not reduce the respective sum insured.

#### INDEMNIFICATION PRINCIPLES

##### MEANS OF INDEMNIFICATION AND INSURANCE INDEMNITY

124. Means of indemnification are payment of monetary indemnity or organising the repairs of the damaged vehicle, its part or luggage.
125. Insurance indemnity is the amount of damage from which deductible, unpaid insurance premiums and possible reduction of the indemnity have been deducted.

##### INDEMNIFICATION FOR DAMAGE UPON DAMAGE TO VEHICLE, ITS PART OR LUGGAGE (REPAIR COSTS)

126. A vehicle, its part or luggage is considered to be damaged when the vehicle or its part can be restored to its original form and such restoration is economically and technically reasonable.
127. Upon damage to a vehicle, its part or luggage, the reasonable and justified repair costs thereof shall be indemnified for.
128. Spare parts corresponding to the depreciation and value before the insured event may be used for repairing a damaged vehicle, its part or luggage.
129. If, at the time of the insured event, the vehicle was subject to the general warranty, the amount of the damage shall be determined based on the cost of the new original part of the vehicle.
130. Seesam shall not be obliged to indemnify for the replacement of the damaged parts of the vehicle if they can be restored by repairing.

131. The policyholder shall have the right to choose the repair company where the damaged vehicle, its part or luggage will be repaired, by coordinating the repair company and the amount of damage with Seesam in a format that can be reproduced in writing.
132. If Seesam agrees to the repair company chosen by the policyholder and to the amount of damage, Seesam shall issue a guarantee letter to the policyholder or the repair company about indemnifying for the repair costs in order for the vehicle, its part or luggage to be repaired.
133. If the damaged vehicle, its part or luggage is repaired in a repair company chosen by the policyholder, Seesam shall not be liable for the quality of the repair work.
134. If Seesam does not agree to the repair company suggested by the policyholder, Seesam shall have the right to name the company where the vehicle shall be repaired. In order to perform repair work, Seesam shall issue to the policyholder or the repair company a guarantee letter about indemnifying for the repair costs.
135. If the damaged vehicle, its part or luggage is repaired in a repair company named by Seesam, Seesam shall be liable for the quality of the repair work.
136. If the policyholder does not agree to the performance of the repair work in the repair company suggested by Seesam or does not wish the restoration of the vehicle, Seesam shall indemnify for the repair costs of the vehicle in the form of a monetary indemnity. In such a case the maximum amount of the insurance indemnity shall be the sum of the repair costs accepted by Seesam, minus value added tax.
137. In the case of policyholders who are legal persons, the repair costs shall be indemnified for without value added tax, taking into account the rate of deduction of input value added tax, except if the list of insured risks in the policy contains the notation "The insured object has been insured with value added tax", in which case the damage shall be indemnified for to the policyholder with value added tax (e.g. Seesam issues a guarantee letter for the repairs of the vehicle to a person who is liable to value added tax and who has an obligation to pay the invoice to the repair company. Seesam indemnifies for the sum without value added tax and deductible on the basis of an invoice submitted to the person who is liable to value added tax).
138. The policyholder shall be obliged to hand over to Seesam any damaged or destroyed parts of the vehicle that have been replaced during the repairs. If the policyholder breaches the aforesaid obligation, Seesam may reduce the indemnity for damage in respect of the cost of the damaged or destroyed parts.
139. The policyholder shall be obliged to receive the vehicle in the place where the vehicle was repaired.
140. If the policyholder delays with the receipt of the vehicle, he or she shall bear any additional costs arising therefrom.

#### INDEMNIFICATION FOR DAMAGE UPON DESTRUCTION OR LOSS OF VEHICLE, ITS PART OR LUGGAGE

141. A vehicle, its part or luggage is considered to be destroyed when the restoration thereof is economically or technically not reasonable.
142. Upon loss or destruction of a vehicle, its part or luggage, the maximum amount of the indemnity shall be the market value of the vehicle, its part or luggage.
143. In the case of policyholders who are legal persons, the market value shall be indemnified for without value added tax, taking into account the rate of deduction of input value added tax, except if the list of insured risks in the policy contains the notation "The insured object has been insured with value added tax", in which case the damage shall be indemnified for to the policyholder with value added tax.
144. The market value of the vehicle shall be determined taking into account the condition of the vehicle, the equipment, the year of production, kilometres covered, as well as the market situation and sales offers of similar vehicles.
145. The maximum amount of damage in the case of destruction or loss of parts subject to a special premium shall be the market value of the item, but no more than the sum insured of the parts subject to a special premium as set out in the policy.
146. In the case of the new value of a passenger car or light truck, the maximum amount of damage of a lost or destroyed vehicle shall be the purchase price of the vehicle.

147. In the case of lease value insurance, the maximum amount of damage of a destroyed or lost vehicle shall be the value noted in the lease contract of the vehicle if, at the moment of occurrence of an insured event, the lease value of the vehicle is higher than the market value. The maximum amount of damage in the case of lease value insurance shall be, for the purposes of these conditions, up to EUR 35,000 including value added tax.

148. If, upon indemnification for the market, new or lease value of the vehicle, the possession and right of ownership of the vehicle is not transferred to Seesam, the indemnity shall be decreased by the value of the vehicle after the insured event.

149. In order to indemnify for the value of the vehicle after an insured event, the policyholder or beneficiary shall be obliged to transfer the possession and the right of ownership of the vehicle to Seesam in the territory of the Republic of Estonia.

150. In the case of (a) destroyed tyre(s), Seesam shall be obliged to indemnify only for the market value of the tyre(s) destroyed. If only one tyre is destroyed and it is not possible to find a tyre of the same state of wear and tear, the cost of maximum two similar tyres shall be indemnified for.

150.1 If the tread of the destroyed tyre of the vehicle was so worn out that, in accordance with legislation, it could not be used during the occurrence of the insured event, Seesam shall not indemnify for the damage arisen as a result of the destruction of such tyres.

151. Upon destruction or loss of keys to the vehicle, remote controls of the alarm or immobiliser, Seesam shall indemnify for the keys and justified costs of recoding thereof or exchanging the locks within up to EUR 500 without applying deductible.

152. If Seesam has indemnified the policyholder or beneficiary for the damage arisen due to the loss of the vehicle and the lost vehicle is later found, the policyholder or beneficiary shall be obliged to transfer the possession and right of ownership of the vehicle to Seesam. If the policyholder breaches the aforesaid obligation, Seesam shall have the right to submit to the policyholder a claim for indemnification for damage arising from unjustified enrichment.

153. The following shall not be subject to indemnification:

- 1 such repair costs that Seesam has previously indemnified for as a result of insured events, but the vehicle or its part has not been repaired;
- 2 decrease in the value of the vehicle;
- 3 policyholder's loss of profit;
- 4 costs for the submission of claims related to the indemnification for damage (counsellor and expert costs);
- 5 cost of changes or improvements made to the vehicle in the course of repairs;
- 6 cost arisen from delay in the repair of the vehicle.

## DEDUCTIBLE

### GENERAL RULES FOR DEDUCTIBLE

154. Deductible means the share of damage specified in the insurance contract that Seesam does not indemnify for.

155. Deductible shall apply in the case of each insured event and to each vehicle separately. If damages to the vehicle are apart in time and arisen independently of each other, Seesam shall have the right to apply deductible to each insured event separately (e.g. the left side of a parked vehicle has been damaged as a result of a collision and a third party has scratched the right side thereof).

156. Deductible shall be deducted from the amount of damage subject to indemnification on the basis of the insurance contract.

157. The amount of the deductible is set out in the policy.

158. Deductible shall be deducted from the amount of damage subject to indemnification on the basis of the insurance contract from which the reductions of the insurance indemnity arising from the insurance contract have already been deducted.

### EXCEPTIONS TO DEDUCTIBLE ARISING FROM REALISATION OF INSURED RISK

#### THEFT

159. Upon theft and robbery of the vehicle, its part or luggage, the deductible shall be a percentage of the damage as provided for in the policy, but no less than the deductible set out in the policy.

160. If the policyholder does not submit to Seesam all keys to the vehicle when applying for the insurance indemnity in the case that the vehicle has been stolen, Seesam shall have the right to apply triple deductible of theft and robbery.

#### COLLISION WITH A WILD ANIMAL OR LIVESTOCK

161. Damage caused by collision with a wild animal or livestock shall be indemnified for without applying deductible.
162. Upon indemnification for damage caused by avoiding collision with a wild animal or livestock, deductible shall apply.
163. In order to receive insurance indemnity without deductible, the policyholder shall be obliged to certify collision with a wild animal or livestock.

#### NATURAL DISASTER

164. If the insured object has been damaged or destroyed as a result of hail, storm or flood and the damage arisen therefrom is more than EUR 1,000, no deductible shall apply.
165. In order to receive insurance indemnity without deductible, the policyholder shall be obliged to certify cause-and-effect relationship between the natural disaster specified in [clause 164](#) and the damage to or destruction of the vehicle and the amount of damage of more than EUR 1,000.

#### INSURANCE TERRITORY

166. Double deductible shall apply if the vehicle is restored outside Estonia, Latvia or Lithuania, incl. damage arisen as a result of collision with a wild animal or livestock or in the case of a natural disaster.
167. If the damaged vehicle is transported for the repairs to Estonia or repairs necessary for returning to Estonia are carried out in a foreign country and to the remaining extent the vehicle is repaired in Estonia, the single deductible shall apply.
168. Upon theft and robbery of the vehicle or its part outside Estonia, double percent of the deductible of theft or robbery provided for in the policy as regards the amount of damage, but no less than the double deductible set out in the policy, shall apply, except in the case specified in [clause 160](#).

#### MANNER OF USE

169. If the vehicle is used for the provision of taxi services, for renting or teaching driving, for an emergency vehicle or patrolling in the service of a security company and there is no such note in the policy, the triple deductible specified in the policy shall apply in the case of an insured event.

#### BREACH OF OBLIGATION

170. Upon failure to record and submit to Seesam the data that allow the establishment of other parties to a traffic accident, Seesam shall have the right, in the case of a traffic accident, to apply the double deductible set out in the policy.