

Seesam's motor vehicle insurance conditions 2/2020

Effective as of 01.07.2020

These motor vehicle insurance conditions (hereinafter conditions) form part of the optional motor vehicle insurance contract entered into between the Estonian Branch of Compensa Vienna Insurance Group, ADB, the brand of which in Estonia is Seesam (hereinafter Seesam), and the policyholder.

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INSURED OBJECT

- 1 The insured object means:
 - 1.1 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;
 - 1.2 parts connected to a vehicle and subject to a special premium in accordance with clauses **3-5** of these conditions;
 - 1.3 in the event of a supplementary additional cover and existence of a respective note on it in the policy, luggage located in a vehicle or light truck in normal use in accordance with clauses **7** and **81-89** of these conditions;
 - 1.4 the life and health of a vehicle passenger in accordance with clauses **74-80** of these conditions.
- 2 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 and certified by documents.

Parts of passenger cars and light trucks subject to special premium

- 3 Parts subject to a special premium have been insured as a single set within EUR 800 in the event of the **Casco** package (clause 15) and EUR 1,500 in the event of the **Supercasco** package (clause 16).
- 4 Parts subject to a special premium have been insured only if all the following terms and conditions have been met:
 - 4.1 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;
 - 4.2 the list of the parts subject to a special premium and the amount of indemnity limit are set out in the policy;
 - 4.3 the policyholder has paid the additional insurance premium.
- 5 Parts subject to a special premium shall be the following items connected to the vehicle:
 - 5.1 alloy wheels not supplied as original equipment by the manufacturer;
 - 5.2 navigation, audio, TV, video (e.g. *driving video recorders*), taxi and multimedia equipment not supplied as original equipment by the manufacturer;
 - 5.3 parts of the bodywork and additional equipment (e.g. *additional lights, winch, pre-heater, gas equipment*) not supplied as original equipment by the manufacturer;
 - 5.4 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 and conversion of the cargo space related thereto, diagnostic equipment, medical equipment, firefighting equipment, police vehicle equipment*);
 - 5.5 ceramic and other body protections, paintwork and stickers on the vehicle.
- 6 The following shall not be insured objects, for example:
 - 6.1 audio or data media and the information contained therein;
 - 6.2 items not supplied as original equipment by the manufacturer (e.g. *mobile telephones, computers, readers, cameras and other electronic equipment*);
 - 6.3 vehicle equipment and constructions designed for races or racing;
 - 6.4 parts or accessories of the vehicle, which have been installed disregarding legislation or safety requirements.
- 7 The items specified in clauses **6.1** and **6.2** shall constitute an insured object if additional luggage and pet insurance cover (clauses **81-89**) has been chosen and a respective note has been made in the policy.

INSURANCE TERRITORY

- 8 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.
- 9 The insurance territory options are:
 - 9.1 Europe, excluding Russia, the Ukraine, Belarus, Armenia, Azerbaijan, Georgia, Kazakhstan, Moldova, and Turkey;
 - 9.2 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.
- 10 The insurance territory chosen by the policyholder shall be set out in the policy.
- 11 Damage caused to the vehicle outside the insurance territory set out in the policy shall not be subject to indemnification under the insurance contract.

INSURANCE COVER OPTIONS, INSURED RISKS AND INSURED EVENTS

Insurance cover options

- 12 The insurance cover options are the **Casco** package and **Supercasco** package.
- 13 It is possible to choose only the **Casco** package for a truck, trailer or bus.
- 14 The insurance cover option and additional cover upon separate agreement chosen by the policyholder shall be specified in the policy.

Insured risks

- 15 Under the **Casco** package, a vehicle has been insured against the following risks:
 - 15.1 unexpected and sudden contact event outside the vehicle (clause **18**);
 - 15.2 traffic accident (clause **19**);
 - 15.3 natural disaster (clause **20**);
 - 15.4 fire (clause **21**);
 - 15.5 vandalism (clause **22**);
 - 15.6 loss as a result of theft or robbery (clause **23**).
- 16 Under the **Supercasco** package, a vehicle has been insured against the following risks:
 - 16.1 unexpected and sudden contact event outside the vehicle (clause **18**);
 - 16.2 traffic accident (clause **19**);
 - 16.3 natural disaster (clause **20**);
 - 16.4 fire (clause **21**);
 - 16.5 vandalism (clause **22**);
 - 16.6 loss as a result of theft or robbery (clause **23**);
 - 16.7 technical failure (clause **24**).

Insured events

- 17 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, taking into account the exclusions of an insured event specified in these conditions.
- 18 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.
- 19 Traffic accident means an event in which material damage is caused as a result of an insured object moving on or off the road or locating on the road.
- 20 Natural disaster means the destruction of or damage to the insured object due to a natural event.
 - 20.1 Natural disaster is not deemed to be the destruction of or damage to the insured object, which is in the 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*).
- 21 Fire means the damage to or destruction of the insured object due to fire, smoke or soot.
 - 21.1 Fire **is not deemed** to be damage caused to the passenger compartment and cables due to heat (e.g. *a cigarette butt falls on a seat and causes a hole or a heated seat overheats and damages the seat*).
- 22 Vandalism means intentional acts of third parties aimed at damaging or destroying the insured object.
- 23 Theft means the deprivation of the insured object with the purpose of illegal embezzlement thereof. Robbery means the deprivation of the insured object for the purpose of illegal embezzlement thereof if the deprivation has been committed using violence, i.e. physical harm, hitting, beating or other physical abuse which causes pain or by threatening to kill or cause physical harm.
 - 23.1 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.
- 24 In the event of a technical breakdown insurance event, a sudden and unexpected malfunction of the vehicle's engine, engine cooling system, engine control electronics; transmission, transmission cooling system, transmission control electronics, brake system or steering system shall be indemnified in the following concurring conditions:

- 24.1 the vehicle was registered for the first time no more than seven years ago;
 - 24.2 the mileage of the vehicle does not exceed 150,000 km as of the occurrence of the technical failure;
 - 24.3 the vehicle has undergone all regular maintenance at the right time and it has been performed by a competent person;
 - 24.4 At the request of Seesam, the good technical condition and smooth functioning of a vehicle must be proven by a vehicle inspection report of the distributor of the respective car brand or a repair company specified by Seesam.
- 25 If all the conditions specified in clause 24 have been met, Seesam shall indemnify the expenses made for identifying and clarifying the cause and extent of the technical failure (e.g. *vehicle disassembly, diagnostics, expert opinion*).
- 25.1 If there is no technical failure constituting an insured event, Seesam shall not indemnify the reassembly and other costs necessary after the failure has been identified.
- 26 Based on the technical failure cover, loss related to a technical failure in the vehicle's fuel system (incl. in the turbo and displacement compressor, intercooler, injection pump and accumulator); in the exhaust system and exhaust treatment system (incl. the catalytic converter); in the climate control equipment (incl. the conditioner); and in the display, suspension system, wheel bearing or a brake disc, shoe or calliper shall not be indemnified.

ADDITIONAL COVERS WITHOUT ADDITIONAL INSURANCE PREMIUM

- 27 In the event of **Casco** package, the cover of passenger cars and light trucks in normal use shall include:
- 27.1 emergency road service insurance (clauses **35-41**);
 - 27.2 towing costs insurance (clauses **42-45**);
 - 27.3 new value insurance (clauses **46-47**);
 - 27.4 lease value insurance (clauses **48-52**).
- 28 The insurance cover of a truck, trailer and bus shall include towing costs insurance (clauses **42-45**).
- 29 In the event of the **Supercasco** package, the cover of passenger cars and light trucks in normal use shall include:
- 29.1 technical failure insurance (clauses **24-26**);
 - 29.2 emergency road service insurance (clauses **35-41**);
 - 29.3 towing costs insurance (clauses **42-45**);
 - 29.4 new value insurance (clauses **46-47**);
 - 29.5 lease value insurance (clauses **48-52**);
 - 29.6 lease payment insurance (clauses **53-54**);
 - 29.7 key insurance (clause **55**);
 - 29.8 additional cover of natural disaster (clauses **56-57**);
 - 29.9 vehicle passenger accident insurance (clauses **74-80**).
- 30 Normal use of a vehicle is not deemed to be letting or short-term rental of the vehicle (except leasing if the policyholder is also the lessee), providing taxi, ride-sharing (Uber, Bolt, etc.) or courier services with the vehicle, using the vehicle as an emergency vehicle, operational vehicle or patrol vehicle of a security company.
- 30.1 Short-term rental shall mean renting the vehicle for up to 6 months.

ADDITIONAL COVERS UNDER SEPARATE AGREEMENT

- 31 In the event of **Casco** package it is also possible, for an additional insurance premium, to choose the following covers in respect of passenger cars or light trucks in normal use:
- 31.1 window insurance (clauses **58-61**);
 - 31.2 replacement vehicle insurance (clauses **62-73**);
 - 31.3 vehicle passenger accident insurance (clauses **74-80**);
 - 31.4 luggage and pet insurance (clause **81-89**);
 - 31.5 trailer insurance (clause **90**).
- 32 For a truck or bus it is also possible to choose window insurance for an additional insurance premium.
- 33 In the event of the **Supercasco** package it is also possible, for an additional insurance premium, to choose the following covers in respect of passenger cars or light trucks in normal use:
- 33.1 window insurance;

- 33.2 replacement vehicle insurance;
 - 33.3 luggage and pet insurance;
 - 33.4 trailer insurance.
- 34 In order for the insurance cover to be in effect, the additional cover upon separate agreement must have been noted in the policy.

INSURED EVENTS OF ADDITIONAL COVERS

Emergency road service insurance

- 35 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.
- 36 Emergency road service insurance (incl. accommodation expenses without charge clause **39.8**) shall be valid only if the service is ordered using the emergency road service insurance telephone number set out in the policy.
- 37 Emergency road service ordered from other service providers shall not be subject to indemnification.
- 38 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*).
- 39 Emergency road service insurance shall cover the following services:
- 39.1 towing the vehicle (incl. trailer) 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;
 - 39.2 helping the vehicle out of water, sand, mud, snow or a ditch;
 - 39.3 bringing additional fuel and cost thereof;
 - 39.4 wheel and tyre change (incl. for trailer);
 - 39.5 help in starting the vehicle;
 - 39.6 bringing spare keys within Estonia;
 - 39.7 coming to the scene in the case of an accident and consulting the client in the situation;
 - 39.8 in the case of an insured event of emergency road service that occurred outside the Republic of Estonia, reasonable accommodation expenses of a maximum of up to 3 days shall be indemnified 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.
- 40 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., or repair services of the vehicle shall not be indemnified.
- 41 No deductible shall apply in the case of events of the emergency road service insurance.

Towing costs insurance

- 42 Upon realisation of the insured risk specified in clauses **15** and **16**, the towing costs of the vehicle shall be indemnified within the extent set out in these conditions.
- 43 Towing costs are deemed to be reasonable costs necessary for transporting a vehicle damaged or destroyed as a result of an insured event.
Exception. An insured event of emergency road service shall be indemnified in accordance with clause **39.1** of these conditions.
- 44 In Estonia, Latvia and Lithuania the towing costs of passenger cars and light trucks in normal use shall be insured to a reasonable and justified extent.
- 44.1 The costs of towing a vehicle damaged or destroyed due to an insured event outside Estonia, Latvia and Lithuania shall be indemnified within up to EUR 800 in the event of the Casco package and within up to EUR 2000 in the event of the Supercasco package.
- 45 Upon an insured event with a truck, trailer or bus, Seesam shall indemnify reasonable and necessary costs for towing (incl. lifting the vehicle onto the road) the vehicle to the nearest repository or service station for up to the towing cost specified in the policy.

New value insurance

- 46 Seesam shall indemnify for the purchase price of a passenger car or light truck in normal use 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:
- 46.1 the vehicle has been bought as new;
 - 46.2 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);
 - 46.3 the age of the vehicle is up to 1 year from the first registration of the vehicle;
 - 46.4 the repair costs exceed 50% of the purchase price of the vehicle.
- 47 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 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 under the mandatory motor third party liability insurance shall be indemnified.

Lease value insurance

- 48 Seesam shall indemnify for the lease residual value of a passenger car or a light truck in normal use if it exceeds the market value of the vehicle and the vehicle is destroyed or lost as a result of an insured event.
- 49 Lease value means only the contractual residual 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.
- 50 In order to receive lease value insurance indemnity, all the following terms and conditions must be met:
- 50.1 the age of the vehicle is up to 7 years from the first registration of the vehicle;
 - 50.2 the owner of the vehicle is the lessor;
 - 50.3 the repair costs exceed 50% of the market value of the vehicle.
- 51 If the lease value of the vehicle is higher than the market value at the time of the insured event, the sum indemnified equals the lease value after the insured event within up to EUR 40,000.
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 equals the market value.
- 52 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 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 under the mandatory motor third party liability insurance shall be indemnified.

Lease payment coverage

- 53 In the event of the **Supercasco** package, lease payments of passenger cars and light trucks in normal use for up to 6 months shall be indemnified, but not more than in the extent of EUR 3000 in the following conditions:
- 53.1 the lessee who is the legal possessor of the vehicle is undergoing outpatient treatment or inpatient treatment while being on sick leave for more than 14 days due to an injury suffered as a result of an insured event, whereby the insurance indemnity is limited to the actual period of incapacity for work;
 - 53.2 the insured event (incl. traffic accident) has been documented according to applicable legislation and personal damage was registered by an ambulance called to the place of the accident.
- 54 Seesam shall not indemnify other costs included in the lease payment (e.g. *fuel card, insurance, etc.*) or claims (*default interests, contract fees, etc.*) against the lessee. Upon complete destruction of the insured object, the obligation of indemnifying the lease payment is valid until making the respective indemnification decision.

Key insurance

- 55 In the event of the **Supercasco** package, the costs arising from the substitution or replacement of vehicle keys due to the destruction, loss or theft thereof shall be indemnified to the extent of up to EUR **200** and without applying a deductible.

Additional cover of natural disaster

- 56 In the event of the **Supercasco** package, Seesam shall indemnify the damage based on the insurance contract if the insured object has been damaged or destroyed due to a natural disaster.
- 57 If the damages caused by a natural disaster exceed EUR **1000**, Seesam shall indemnify the damages without applying a deductible, if the policyholder proves that:
- 57.1 there is cause-and-effect relationship between the natural disaster and the damage to or destruction of the vehicle and
 - 57.2 the amount of damage exceeds EUR 1000.

Window insurance

- 58 An insured event of window insurance is deemed to be a situation where the windscreen, rear window or side window (including the film covering the window) of a vehicle is damaged or destroyed by a direct hit thereto.
- 59 If it is possible to repair the damaged window, the indemnity for damage shall include the reasonable expenses of the window repair work.
- 60 The front window is deemed to be destroyed if it is not possible to technically repair the window and if the window must be replaced with a new or equal one to ensure compliance with the technical requirements stipulated in the Traffic Act (e.g. *Code of Practice of the Estonian Road Administration of 02.10.2015 "Assessment of the condition of the driver's vision and the windscreen"*).

Exclusions of window insurance

- 61 Window insurance does not cover the following:
- 61.1 damage caused to the lights, mirrors, sun roof, glass roof, glass tonneau cover, window heating element or other glass items of the vehicle;
 - 61.2 damage caused by natural wear and tear of the windows, damage caused as a result of cleaning ice or snow from the windows, windows becoming dull or superficial damages to the windows (e.g. *damage caused by windscreen wipers or damage caused by windows becoming dull as a result of minor superficial stone chips*);
 - 61.3 damage arisen as a result of damage to a window if the window was so damaged and/or worn out and dull before the insured event that it would have required repair or replacement regardless of the damage caused by the insured event. If that is the case, Seesam does not consider the damage to be caused by the insured event.

Replacement vehicle insurance

- 62 If the vehicle cannot be used due to an insured event (except for an insured event of emergency road service), Seesam shall provide the policyholder with a replacement vehicle to use for up to 20 days.
- 63 If the vehicle cannot be used due to an insured event (except emergency road service insurance) outside Estonia, Seesam shall indemnify the policyholder for the certified rent costs of a replacement vehicle for up to 20 days and in the amount of a maximum of EUR 40 per day.
- 64 The expenses for using a replacement vehicle shall be indemnified for the period when:
- 64.1 the damaged vehicle is incapable of moving;
 - 64.2 the use of the damaged vehicle is prohibited by legislation;
 - 64.3 the damaged vehicle is being repaired and, due to the performance of the repair work, the vehicle cannot be used;
 - 64.4 the damaged vehicle is destroyed, stolen, or robbed.
- 65 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.
- 66 In case the vehicle has been destroyed, stolen or robbed, the replacement vehicle shall be provided for up to 20 days.
- 67 The replacement vehicle shall be handed over at a company and in a location specified by Seesam within a reasonable time.
- 68 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 by the insurer of the other party.
- 69 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 a maximum of two occasions.

Obligations of policyholder in case of replacement vehicle insurance

- 70 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.
- 71 At the request of Seesam or the provider of the replacement vehicle determined by Seesam, the replacement vehicle must be returned within 24 hours.
- 72 The policyholder shall be obliged to coordinate the use of a replacement vehicle with Seesam as soon as possible.
- 73 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 in the amount of a maximum of EUR 40 per day within up to 3 days.

Vehicle passenger accident insurance

- 74 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 clauses **15** and **16**.
- 75 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.
- 76 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.
- 76.1 If a vehicle passenger has been declared partially incapacitated for work, Seesam shall indemnify 50% of the accident insurance sum insured.
- 76.2 If a vehicle passenger has been declared 100% incapacitated for work, Seesam shall indemnify 100% of the accident insurance sum insured.
- 77 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 to the successors of the vehicle passenger.
- 78 Indemnity for permanent incapacity for work shall be paid to the vehicle passenger who is permanently incapacitated for work due to the insured event.
- 79 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 by the insurer of the other party.
- 80 In accordance with the Traffic Act, a vehicle passenger must properly wear a seat belt while the vehicle is riding.

Luggage and pet insurance

Principles of indemnification of luggage and pet insurance damage

- 81 Luggage is deemed to be the items in the passenger compartment, luggage compartment or roof box of the insured vehicle.
- 81.1 In addition to the list specified in clause **81**, luggage is also deemed to be pets located in the salon or trunk of the vehicle that shall be deemed to be cats and dogs for the purposes of these terms.
- 82 If the luggage is damaged, lost or destroyed due to an insured event specified in clauses **15** and **16**, the costs of repairing the luggage or purchasing new luggage shall be indemnified to the extent of the sum insured specified in the luggage and pet insurance.
- 82.1 Pet damage shall be indemnified pursuant to clause **89** of these conditions.
- 83 The insurance cover of luggage and pet insurance shall not include the following items:
- 83.1 money, securities, works of artistic value and objects made from precious metals;
- 83.2 goods, cargoes, loads.
- 84 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.
- 85 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.

- 86 If it is possible to fix the luggage from a technical point view and it is economically feasible to do so, the amount of damage shall be equal to the amount of fixing expenses.
- 87 If the luggage is lost or it is not possible to fix the luggage from a technical point view or it is economically not feasible to do so, Seesam shall consider the luggage to be destroyed and indemnify for the damage pursuant to clause 88.
- 88 The value of the acquisition of a new object is the cost of the acquisition of a new object of similar value in place of the insured luggage. If no more new items of the same object are sold, the insurance indemnity is calculated on the basis of objects whose functionality is equivalent to that of the destroyed objects. If no more equivalent objects are sold, the insurance indemnity is calculated on the basis of objects that are as similar as possible to the destroyed objects.
- 89 Contrary to the provisions of these conditions regarding indemnification of the damage of luggage, pet damage (clause **81.1**) shall be indemnified as follows.
- 89.1 If a pet insured as luggage is injured due to an insured event, the reasonable and necessary veterinary costs shall be indemnified up to the sum insured specified in the luggage and pet insurance policy.
- 89.2 If a pet insured as luggage dies due to an insured event, the sum insured specified in the luggage and pet insurance policy shall be indemnified by Seesam.

Trailer insurance

- 90 Pursuant to trailer insurance, the damages caused to O1 and O2 category light trailers due to the realisation of insurance risks specified in clauses **15** and **16** shall be indemnified if all of the following conditions have been met:
- 90.1 the trailer was hooked up to the insured object at the time of the insured event;
- 90.2 the trailer that was hooked up complied with the requirements and restrictions established by the manufacturer of the vehicle that pulled the trailer and was in good technical condition;
- 90.3 trailer damage will be indemnified to the owner or an authorised user of the trailer specified on the trailer's registration certificate;
- 90.4 the damage caused to the luggage in the trailer will only be indemnified if the additional luggage and pet cover was selected when the insurance contract was entered into.

EXCLUSIONS OF INSURED EVENT

- 91 **The following shall not be indemnified:**
- 91.1 damage arisen from natural use and wear and tear (e.g. *breakage of airbag, shock absorber, spring, wheel bearing*);
- 91.2 damage arisen from poor maintenance of the vehicle, its part or luggage, or a construction, production or material defect caused to equipment thereof;
- 91.3 equipment or part that caused the technical failure, short circuit or fire, or the costs arising from replacing them. 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 contact event outside the vehicle, traffic accident, natural disaster, fire or vandalism, unless the **Supercasco** package has been chosen (clause **24**);
- 91.4 damage caused by water getting into the engine, except if water has got into the engine as a result of driving off the road due to a traffic accident or natural disaster;
- 91.5 damage arisen as a result of unsuitable or low-quality fuel, oil, coolant or other liquid used in the vehicle;
- 91.6 damage arisen as a result of insufficient quantity or circulation of oil, coolant or other liquid;
- 91.7 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 contact event outside the vehicle (e.g. *the vehicle brakes due to an unexpected threat, no collision or other outside contact takes place, the object in the passenger compartment damages the passenger compartment or the cargo on the trailer damages the vehicle*);
- 91.8 any damage caused by hazardous load or cargo. Hazardous load or cargo is deemed to be substances and objects that may cause damage to people's health, property or the environment in the transport process due to their explosion, fire or radiation hazard, toxicity, causticity or other qualities;

- 91.9 damage arisen to road tankers or cistern vehicles upon loading or unloading cargo or load;
- 91.10 damage arisen upon car racing, training for racing or as a hobby (including amateur racing or unofficial races) (e.g. *driving on a racetrack*);
- 91.11 damage arisen as a result of freezing, icing, heating, corrosion or other chemical reaction, moisture, sun, smell or mould;
- 91.12 damage caused by pets in the passenger compartment of the vehicle;
- 91.13 damage arisen from low-quality work in the course of servicing (incl. washing) or repair work of the vehicle or later as a result thereof;
- 91.14 restoration costs of damages arisen due to low-quality work (e.g. *the lacquer coating comes loose when washing with a powerwasher*);
- 91.15 damage arisen as a result of charging the battery or helping in starting the vehicle;
- 91.16 damage arisen from damage to or destruction or loss of parts not connected to the vehicle (e.g. *another pair of tyres and rims stored in the garage*), unless agreed otherwise in the policy;
- 91.17 damage in the case that the vehicle was so damaged and/or worn out before the insured event that it would have required repair or replacement regardless of the damage caused by the insured event. If that is the case, Seesam does not consider the damage to be caused by the insured event (e.g. *a vehicle is additionally damaged due to an earlier rust damage*);
- 91.18 damage caused by destruction, loss or theft of the vehicle keys, unless the **Supercasco** package has been chosen (clause **55**);
- 91.19 damage arisen before or after the insurance period;
- 91.20 damage subject to indemnification under the mandatory motor third party liability insurance, the mandatory liability insurance of a vehicle of a foreign country or any other liability insurance of the damage causing party.
If the policyholder does not receive indemnity on the basis of the mandatory motor third party liability insurance, the mandatory liability insurance of a vehicle of a foreign country or another liability insurance of the damage causing party 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.
- 91.21 damage caused intentionally by the policyholder or a person equivalent to the policyholder;
- 91.22 damage caused in relation to the policyholder losing possession of the vehicle as a result of fraud, embezzlement or extortion;
- 91.23 damage caused if the person who drove the vehicle was under the influence of alcohol, drugs or psychotropic substances or exhibiting signs thereof at the time of the traffic accident;
- 91.24 damage if the person who drove the vehicle refused to have their intoxication determined immediately after the occurrence of the loss or consumed the substances specified in clause **91.23** after the occurrence of the loss;
- 91.25 damage if the person who drove the vehicle at the time of the traffic accident did not have the right to drive a vehicle of the respective category.

POLICYHOLDER'S OBLIGATIONS UPON ENTRY INTO INSURANCE CONTRACT

- 92 Upon entry into an insurance contract, the policyholder shall notify Seesam of all the circumstances about which Seesam has requested information directly in a format that can be reproduced in writing.
- 93 If the policyholder has provided incorrect data to Seesam when entering into the insurance contract, on the basis of which a smaller insurance premium was calculated, Seesam shall have the right to indemnify the damage according to the ratio of the insurance premium calculated on the basis of correct data to the insurance premium calculated on the basis of incorrect data.

IMPORTANT CIRCUMSTANCES THAT AFFECT INSURED RISK

- 94 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 clauses **15** and **16** of the conditions.
- 95 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 (POLICYHOLDER'S OBLIGATIONS BEFORE OCCURRENCE OF INSURED EVENT)

- 96 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.
- 97 The driver of the vehicle must have a valid right to drive a motor vehicle of the relevant category.
- 98 The vehicle may not be driven when exhibiting signs of consumption of alcohol, drugs or other psychotropic substances or signs of intoxication or in a state of intoxication or fatigue.
- 99 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.
- 100 The vehicle may not be driven in a beach area, swampy area, in water or off-road within the meaning of the Traffic Act.
- 101 The vehicle may not be driven on ice, except on winter roads or ice roads opened for public use by the relevant authority.
- 102 The technical condition of the vehicle shall comply with the technical requirements established by legislation.
- 103 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.
- 103.1 Neither may summer tyres be used at a time when their use increases the likelihood of occurrence of an insured event to a significant extent and the unsuitability of use thereof is generally known (e.g. *summer tyres are used in October when driving on a snowy or slippery road and, due to that, a traffic accident is caused*).
- 104 The policyholder may not exceed the speed limits prescribed by legislation and traffic control devices with the vehicle.
- 105 When leaving the vehicle, the engine must be switched off, the vehicle must be locked, its windows, doors, sunroof and other openings must be closed and security devices, if any, must be switched on.
- 106 The keys to the vehicle shall be kept with sufficient care to ensure that no unauthorised persons can gain possession of these.
- 107 For the purposes of these conditions, keys mean the door and ignition keys, cards and remote controls of the vehicle, incl. the electronic keys to and remote controls of anti-theft systems.
- 108 Keys may not be handed over, on a voluntary basis, to strangers or people that are in a state of intoxication.
- 109 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.
- 110 If the policy does not contain a note about the sets of keys to the vehicle (incl. door and ignition keys, cards and remote controls, keys to and remote controls of anti-theft systems), the complete number of the sets of keys shall be found according to the complete number set out in respect of the make and model of the vehicle or equipment by the manufacturer.
- 111 If any faults appear in the locking systems or anti-theft equipment of the vehicle, these must be repaired as soon as possible.
- 112 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.
- 112.1 Guarding is an activity for monitoring the guarded building, territory, surroundings thereof and property located therein for detection and elimination of an emergency phase or attack and ensuring the inviolability of the insured object by a security company, guard, insured person and/or a security equipment.
- 113 The policyholder is obliged to fulfil the obligations provided for in the Traffic Act regarding transportation of passengers and cargo.
- 113.1 An object, cargo or load in an insured vehicle shall be fixed properly and with sufficient strength so that even in the event of sudden braking of the insured vehicle an object, cargo or load in the insured vehicle does not cause any damages to another insured object.

POLICYHOLDER'S OBLIGATIONS AFTER INSURED EVENT

Obligations upon occurrence of insured event

- 114 The policyholder shall be obliged, in the case of suspected vandalism, robbery or theft, fraudulent conduct, embezzlement or extortion, to immediately make an application to the police and submit the replies received from the police to Seesam.
- 115 The policyholder shall be obliged, in the case of fire, to immediately notify the emergency aid centre of what has happened.
- 116 The policyholder shall be obliged, in the case of damage caused by a third party and if motor third party liability insurance or another liability insurance exists, to submit a claim for indemnifying for the damage to the third party or to the insurer of the latter.
- 117 The policyholder shall be obliged to submit to Seesam data about the other parties or the event to the traffic accident or other persons that caused damage that would enable Seesam to submit a recovery claim, in the case of indemnifying for the damage, against the person who caused the damage.
- 118 The vehicle driver shall be obliged to fulfil the obligations stipulated in the Traffic Act regarding acting in the event of a traffic accident.
- 119 After the occurrence of an insured event, the policyholder shall try to avoid and reduce additional damage as much as possible.
- 120 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.
- 121 The vehicle driver cannot leave the scene of the traffic accident before the event has been duly formalised pursuant to the Traffic Act or the police have arrived, if it is necessary to inform the police pursuant to the Traffic Act.
- 122 After a traffic accident, the driver of the vehicle may not consume alcohol or any other narcotic or psychotropic substances.
- 123 The policyholder is 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 submission of the necessary information, by notifying the policyholder thereof in a format that can be reproduced in writing.
- 124 The damaged vehicle shall be presented to Seesam or a person authorised by Seesam before making any repairs (including re-assembly) or transferring the vehicle.
- 125 The damaged vehicle shall be transported to a secure repository or a guarded place as soon as possible.
- 126 The policyholder must enable Seesam to review the data saved in the vehicle's tachograph, video logger, control units, etc., in order to determine the obligation to perform their contract and the extent thereof.

Informing of damage and submitting a loss application

- 127 The policyholder must immediately notify Seesam of a possible insured event and follow the instructions provided by Seesam.
- 128 The policyholder 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.
- 129 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 POLICYHOLDER'S OBLIGATION

- 130 If the policyholder caused an insured event intentionally or due to gross negligence, Seesam shall be released from its performance obligation in full.
- 131 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.

- 132 If the policyholder breaches intentionally an obligation that had to be performed following the occurrence of an insured event, Seesam shall be released from its performance obligation.
- 133 If the policyholder breaches, 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.
- 134 Following the principles of good faith and reasonableness, Seesam shall not indemnify for damage if the driver of the vehicle exhibited signs of consumption of alcohol, drugs or other psychotropic substances or signs of intoxication, was intoxicated or had no right to drive at the moment of occurrence of the traffic accident.

OBLIGATIONS AND RIGHTS OF SEESAM

- 135 Seesam shall be obliged:
- 135.1 to introduce the insurance contract documents to the policyholder before entry into the insurance contract;
 - 135.2 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;
 - 135.3 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;
 - 135.4 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.
- 136 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.
- 137 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.
- 138 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.
- 139 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

- 140 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.
- 141 Market value means the possible sales price of the insured object directly before the occurrence of the insured event.
- 142 The maximum sum insured in the case of a truck, trailer and a bus has been set out in the policy.
- 143 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.
- 144 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.
- 145 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.
- 146 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.
- 147 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

- 148 Means of indemnification are payment of monetary indemnity or organising the repairing of the damaged vehicle, its part or luggage.
- 149 Insurance indemnity is the amount of damage from which firstly possible reduction of the indemnity and, thereafter, unpaid insurance premiums and deductible have been deducted.

Indemnification for damage upon damage to vehicle, its part or luggage (repair costs)

- 150 A vehicle, its part or luggage is deemed to be damaged as a result of an insured event when the vehicle or its part can be restored to its original form and such restoration is economically reasonable and technically possible.
- 151 Upon damage to a vehicle, its part or luggage, Seesam shall indemnify for the reasonable repair costs of the thing unless otherwise provided for in the insurance contract. The policyholder or beneficiary shall be obliged to choose, if possible, the most favourable option.
- 152 Spare parts corresponding to the depreciation and value before the insured event may be used for repairing a damaged vehicle, its part or luggage.
- 153 Seesam shall not be obliged to indemnify for the replacement of the damaged parts of the vehicle if they can be restored by repairing.
- 154 The cost of the vehicle's restoration repairs in the vehicle's authorised dealership shall be proceeded from during the term of validity of the general warranty of the vehicle.
- 154.1 If the general warranty has terminated at the time of the insured event and the bodywork warranty is valid, Seesam is not obliged to indemnify the cost of new original parts or restoration repairs in the vehicle's authorised dealership.
- 154.2 In the event of the Supercasco package, all costs of restoration repairs in the authorised dealership are always indemnified.
- 155 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.
- 156 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. Seesam's indemnification obligation shall be limited to reasonable, necessary and justified costs for restoring the situation prior to the insured event in Estonia. This means that if the vehicle is damaged or destroyed outside Estonia or the restoration repairs are performed outside Estonia, the cost of similar work or service in Estonia is proceeded from upon indemnifying reasonable and justified costs.
- 157 In order to ascertain reasonable amount of damage, Seesam shall have the right to specify a repair company to which the policyholder is required to present the damaged vehicle, its part or luggage. By specifying the repair company, Seesam does not assume the obligation to repair the vehicle, its part or luggage in the repair company specified or liability for the quality of the work to be performed.
- 158 At the request of the policyholder, 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. If the insured object is a lease vehicle and the beneficiary pursuant to the insurance contract is the lessor, it is presumed that the beneficiary wants the damaged vehicle to be repaired and a guarantee letter issued.
- 159 In the case of repairing a vehicle, its part or luggage, the policyholder shall be obliged to enter into a contract for services with the repair company. Seesam shall not be liable for the quality of the work of the repair company that performs the restoration repairs of the vehicle, its part or luggage.
- 160 If the policyholder does not want the vehicle, its part or luggage to be restored or if no agreement is reached on the manner of indemnification for the damage, Seesam shall indemnify for the repair costs 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, possible reductions of the insurance indemnity, unpaid insurance premiums and deductible.
- 161 In the case of policyholders who are legal persons, the repair costs shall be indemnified without value added tax, taking into account the rate of deduction of input value added tax, directly to the repair company (e.g. Seesam

issues a guarantee letter for the repairs of the vehicle to the repair company for paying the repair costs without value added tax and deductible on the basis of an invoice issued to the policyholder. The policyholder shall pay the repair company the sum of value added tax and deductible).

- 162 If the policy contains the note "The insured object has been insured with value added tax", the repair costs shall be indemnified directly to the repair company along with value added tax. The value added tax to be refunded to the policyholder on the basis of law shall not be subject to indemnification (e.g. the policyholder has himself or herself paid the invoice for the repairs along with value added tax and, if value added tax is subject to refund, the policyholder shall be indemnified the amount without value added tax).

Indemnification for damage upon destruction or loss of vehicle, its part or luggage

- 163 A vehicle, its part or luggage is deemed to be destroyed if the restoration thereof is economically not reasonable or technically not possible.
- 164 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.
- 164.1 Exception. In the event of the **Supercasco** package, possible replacement costs of the vehicle will be indemnified in addition to that specified in clause **164**, by adding 5% to the insurance indemnity. The abovementioned shall not be applied if the damage is indemnified on the basis of new value insurance cover stipulated in clauses **46-47**.
- 165 In the case of policyholders who are legal persons, the market value shall be indemnified 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 note "The insured object has been insured with value added tax", and the legal person has no right for the deduction of input value added tax, in which case the damage shall be indemnified to the policyholder with value added tax.
- 166 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.
- 167 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.
- 168 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 for which the destroyed vehicle or light truck was acquired.
- 169 In the case of lease value insurance, the maximum amount of damage of a destroyed or lost vehicle shall be the residual 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 40,000.
- 170 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 insurance indemnity shall be reduced by the value of the vehicle after the insured event.
- 171 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.
- 172 In the case of (a) destroyed tyre(s), Seesam shall be obliged to indemnify for the value of the destroyed tyre(s) in accordance with their wear and tear before the insured event. If only one tyre is destroyed and it is not possible to replace the tyre with a tyre of the same state of wear and tear, the cost of a maximum of two similar tyres shall be indemnified.
- 172.1 If the technical condition of the destroyed tyre of the vehicle is not in compliance with the requirements determined in legislation and the residual tyre tread depth is worn out to the permitted level or below that, Seesam shall not indemnify for the damage arisen as a result of the destruction of such tyres.
- 173 **The following shall not be subject to indemnification:**
- 173.1 such repair costs that have previously been indemnified as a result of (an) insured event(s), but the vehicle or its part has not been repaired;
- 173.2 decrease in the value of the vehicle;
- 173.3 policyholder's loss of profit;

- 173.4 costs for the submission of claims related to the indemnification for damage (e.g. counsellor and expert costs);
- 173.5 cost of changes or improvements made to the vehicle in the course of repairs;
- 173.6 cost arisen from delay in the repair of the vehicle by a repair company;
- 173.7 the share of the cost of repairs of the vehicle that increased due to circumstances arising from the policyholder (i.e. the policyholder's choices or actions).

EXCESS

General rules for deductible

- 174 Deductible means the share of loss amount specified in the insurance contract that Seesam does not indemnify.
- 175 A 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 manoeuvres and arisen independently of each other, Seesam shall have the right to apply a 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 or the driver drove onto a tree with the front part and, when reversing thereafter, hit a stone with the rear part).
- 176 The amount of excess is set out in the policy.
- 177 The 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

- 178 Upon theft and robbery of the vehicle or its part, 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.
- 179 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 the deductible of theft and robbery.

Collision with a wild animal or livestock

- 180 Damage caused by collision with a wild animal or livestock (except a bird) shall be indemnified without applying a deductible.
- 181 Upon indemnification for damage caused by avoiding collision with a wild animal or livestock (except a bird), a deductible shall apply.
- 182 In order to receive insurance indemnity without a deductible, the policyholder must have informed the Emergency Response Centre or the Environmental Board or shall certify a collision with a wild animal or livestock in another way (e.g. photographs of the scene).

Insurance territory in case of an insured event of window insurance

- 183 With the **Casco** package, in the case of an event of window insurance, if the vehicle is restored outside Estonia, Latvia or Lithuania, a deductible at the rate of **10%** of the damage shall apply.

Manner of use

- 184 If the vehicle is used for providing taxi, ride-sharing or courier services, as a short-term rental, emergency, security company or operational vehicle and there is no such note in the policy, triple the deductible specified in the policy shall apply in the case of each insured event, but no less than EUR **600** (incl. collision with a wild animal or livestock and a natural disaster) and 10% for an insured event of window insurance.
- 184.1 With the application of the triple deductible specified in clause **184** Seesam does not lose the right to indemnify the damage specified in clause **93** of the conditions.