

Seesam Vehicle Insurance Conditions 1/2026

Effective as of 01.05.2026

These vehicle insurance terms and conditions (hereinafter the Terms and Conditions) form part of the optional 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: A land vehicle registered or subject to registration in the Estonian national road traffic register which corresponds to the original equipment set and, to the extent specified in these conditions or in the policy, additional equipment and conversion of the vehicle. The insured vehicle will be indicated on the insurance policy.
 - 1.1. Passenger cars, vans, buses, motorcycles, lorries and trailers can be insured as land vehicles (hereinafter referred to as vehicles). The term "vehicle" will be used hereafter as a generic term for all the above categories. If a term in the insurance policy only covers a specific type of land vehicle, the type shall be mentioned separately.
 - 1.2. Original equipment means the original parts and accessories fitted to the vehicle before its first registration by the manufacturer or an authorised representative.
 - 1.3. Depending on the insurance package and cover chosen, the insured object is considered to include not only the vehicle but also, for example, the life and health of its occupants, the luggage in the vehicle, the policyholder's property liability, leasing or rental obligations, roadside assistance and towing services, a replacement trailer, the right of use of a replacement car and the costs of covering the residual value of the vehicle replacement or lease.

Scope of insurance cover

2. If you insure a car, van or motorbike, you are also automatically insured for:
 - 2.1. cast wheels included in the original equipment set;
 - 2.2. one extra set of cast rims and tyres (e.g. winter or summer tyres/wheels) for a passenger car or van up to the amount insured as stated on the policy. Deposit of an extra set is subject to the requirements set out in clause 140 of the Terms and Conditions.
 - 2.3. safety seats and restraint cradles installed in a passenger car or van;
 - 2.4. roof box, roof frame, bicycle rack, additional protection and step rails, towing hook attached to a passenger car or van.
 - 2.5. additional equipment and conversion as a set unit up to the sum insured under the policy, subject to the definitions set out in clause 3 and the exclusions set out in clause 4.
3. Additional equipment and conversion include:
 - 3.1. navigation, audio, TV, video (e.g. video recorders), taxi and multimedia equipment;
 - 3.2. body parts and accessories (e.g. auxiliary lights, winch, pre-heater, accelerator, motorcycle luggage box);
 - 3.3. specialised machinery and equipment used by the policyholder in the course of their business or profession and intended to perform specialised functions (e.g. refrigeration equipment and related conversion of the cargo bay, diagnostic equipment, medical equipment, fire-fighting equipment, police vehicle equipment);
 - 3.4. paintings, stickers and protective film affixed to a passenger car or van;
 - 3.5. a home charger for electric and hybrid vehicles and the charging cable that comes with it;
 - 3.6. the driving equipment of the person driving the motorcycle at the time of the insured event: helmet, (protective) clothing worn by the driver, footwear, gloves;
 - 3.7. a ceramic protective coating applied to a passenger car or van, provided that at the time of the insured event, no more than 2 years have elapsed since the date of installation.
4. Insured objects do not include:
 - 4.1. items not included in the vehicle's original equipment set (e.g. mobile phones, computers, readers, cameras and similar electronic equipment);

- 4.2. a vehicle intended for and/or used in motor sport, circuit driving, competition or racing and the equipment and construction of a vehicle intended for such use;
- 4.3. parts or accessories of the vehicle which have been installed disregarding legislation or safety requirements.
5. The items mentioned in clause 4.1 are insured items if additional cover for baggage and pet insurance has been selected and is indicated on the policy.

INSURANCE TERRITORY

6. The insurance territory is the area agreed in the insurance contract within which the insured vehicle is insured against the insurance risks defined in the insurance contract.
7. The insurance territory is Europe, excluding Russia, Ukraine, Belarus, Armenia, Azerbaijan, Georgia, Kazakhstan, Moldova and Turkey.
8. The insurance territory is indicated on the policy, and damage to the vehicle outside the territory indicated on the policy is not covered by the insurance contract.

INSURANCE PACKAGES

9. These conditions apply to insurance packages: Casco and Supercasco. For both insurance packages, it is possible to choose additional cover.
10. **The Casco package for trucks, trailers and buses includes the following coverages:**
 - 10.1. total risk insurance (i.e. road accident, natural disaster, fire, explosion, vandalism, theft and robbery);
 - 10.2. insurance of towing costs;
 - 10.3. collision with an animal or bird excess 0€;
 - 10.4. insurance for vehicle keys and fobs.
11. **The Casco package for motorcycles, passenger cars and vans includes the following coverages:**
 - 11.1. total risk insurance (i.e. road accident, natural disaster, fire, explosion, vandalism, theft and robbery);
 - 11.2. new value insurance;
 - 11.3. roadside assistance;
 - 11.4. insurance of towing costs;
 - 11.5. lease value insurance;
 - 11.6. insurance for vehicle keys and fobs;
 - 11.7. insurance for incorrect refuelling;
 - 11.8. repair at the brand's agent during the manufacturer's basic warranty period;
 - 11.9. additional equipment and conversion;
 - 11.10. wheels and tyres in the storage space;
 - 11.11. collision with an animal or bird excess 0€.
12. **The Supercasco package for passenger cars and vans covers all the insurance coverages listed in clause 11 and additionally includes the following coverages:**
 - 12.1. lease payment insurance;
 - 12.2. insurance for car replacement costs;
 - 12.3. technical failure;
 - 12.4. rental car excess insurance while travelling;

12.5. repair at a brand dealer after the expiry of the manufacturer's basic warranty.

13. Optional extra coverages and risks:

- 13.1. replacement vehicle;
- 13.2. luggage and pet insurance;
- 13.3. accident insurance for car passengers;
- 13.4. replacement trailer insurance;
- 13.5. environmentally friendly vehicle restoration.

INSURED EVENTS AND RULES APPLICABLE TO INSURANCE COVER

Comprehensive insurance event

- 14. A comprehensive insurance event is any damage to, destruction of or loss of the insured object, unless an exclusion is provided for in the policy conditions. Under the comprehensive insurance, compensation is payable for, among other things, damage caused by a traffic accident, natural disaster, fire, explosion, vandalism, theft or robbery. For the purposes of these Terms and Conditions, the loss of the insured object is deemed to be theft or robbery of the insured object only.
- 15. In addition to the exclusions set out in the policy conditions, the insurer may also refuse or reduce the compensation if the policyholder has breached its obligations under the insurance contract.
- 16. Comprehensive insurance, with the specific exclusions set out in the policy conditions, does not cover the following risks: roadside assistance insurance, incorrect fuelling insurance, technical failure insurance and excess of own damage insurance for rental cars while travelling. Separate definitions of insured event are provided for these risks.

New value insurance

- 17. In the case of new value insurance, the purchase price of a car, van or motorcycle is reimbursed if the vehicle is destroyed or lost (theft or robbery) as a result of an insured event. For the purposes of these Terms and Conditions, the purchase price means the acquisition price of the insured vehicle, i.e. the price at which the insured vehicle was purchased. The purchase price cannot be higher than the official first sale price of the vehicle.
- 18. All of the following conditions must be fulfilled at the same time in order to be eligible for the new value insurance cover:
 - 18.1. loss, theft or robbery of a passenger car, van or motorcycle due to an insured event;
 - 18.2. the cost of repairing a car, van or motorcycle exceeds 70% of its purchase price. If the cost of restoration exceeds 50% of the purchase price, Seesam also has the right to consider the vehicle, part of the vehicle or luggage economically destroyed.
- 19. **In the case of a Casco package:**
 - 19.1. the age of the car, van or motorcycle is up to 1 year from the date of first registration;
 - 19.2. the mileage of the passenger car, van or motorcycle does not exceed 30,000 km at the time of the insured event;
- 20. **In the case of a Supercasco package:**
 - 20.1. the age of the car or van is up to 2 years from the date of first registration;
 - 20.2. the mileage of the passenger car or van does not exceed 40,000 km at the time of the insured event;
- 21. In addition, if the accident was caused by another party and the vehicle is deemed to have been destroyed by the other party's insurer in the course of the accident and the damage is compensated under the compulsory

motor insurance, the new value insurance cover is also valid. In this case, the difference between the current value of the vehicle to be reimbursed by the other party's insurer and the purchase price of the vehicle will be reimbursed, provided that the above conditions are met.

Roadside assistance insurance

22. An insured event covered by roadside assistance insurance is considered to be a sudden and unforeseeable event within the insured territory which makes it impossible to use the motorcycle, passenger car or van and which necessitates emergency assistance.
23. The roadside assistance insurance – including free accommodation in accordance with clause 25.10 – is only valid if the service is ordered by calling the roadside assistance insurance phone number indicated on the policy. Roadside assistance ordered from other service providers is not covered.
24. The roadside assistance service is not provided, or is provided at an extra cost, if the need for the service was foreseeable for the policyholder (e.g. the client repeatedly requests help to start the vehicle even though they have been informed in advance of the need to change the battery).
25. Roadside assistance insurance covers the following services:
 - 25.1. towing of a passenger car, van (including a trailer towed by a passenger car or van) or motorcycle to the nearest garage or storage place in the country of the incident (e.g. technical failure, driving off the road, keys left in a locked vehicle);
 - 25.2. if necessary, in the case of an incident in Estonia, transport of the driver and passengers to a desired destination within Estonia;
 - 25.3. digging out of water, sand, mud, snow or ditches;
 - 25.4. up to 5 litres of extra fuel, including the cost of the fuel;
 - 25.5. start-up assistance or mobility assistance up to three times during the insurance period in the event of an electric car battery discharge;
 - 25.6. wheel and tyre change (incl. for trailer);
 - 25.7. help in starting the vehicle;
 - 25.8. bringing spare keys within Estonia;
 - 25.9. going to the scene in the event of an accident and advising the client;
 - 25.10. in the case of an accident outside the Republic of Estonia, reasonable accommodation costs for the driver and one accompanying passenger for up to 3 days if the vehicle cannot be used and the passenger has not reached their destination.
26. In a roadside assistance insurance event, no reimbursement will be made for:
 - 26.1. the cost of purchasing vehicle accessories, spare parts, tyres, spare keys, fobs, etc;
 - 26.2. the cost of repair services.

Towing costs insurance

27. The right to use towing insurance arises after the occurrence of an comprehensive insurance event or driving off the road.
28. In the case of motorcycles, passenger cars and vans, towing costs will only be reimbursed if the service is ordered from the roadside assistance phone number on the policy.

- 28.1. Towing costs are considered to be the reasonable and justifiable costs necessary for moving a motorcycle, passenger car or van damaged or destroyed as a result of an insured event to the nearest place of repair or storage in the country where the event occurred.
- 28.2. In the event of an insured event occurring outside Estonia, if the vehicle can no longer be driven and Seesam does not consider the repair in the country of the incident to be justified, Seesam will cover, with prior agreement, the reasonable and justified costs of towing the vehicle to Estonia.
- 29. In the case of trucks, trailers and buses, reasonable and necessary towing costs (including the cost of lifting the vehicle onto the road) to the nearest storage or repair facility in the country of the incident will be reimbursed up to the towing insurance limit shown on the policy.

Lease value insurances

- 30. The right to compensation for leasing value insurance arises after the occurrence of a comprehensive insurance event.
- 31. Seesam will reimburse the residual value of the leasing of a passenger car, van or motorcycle in normal use if:
 - 31.1. your car, van or motorcycle is destroyed, stolen or robbed as a result of an insured event;
 - 31.2. the residual value of the lease is higher than the market value of the vehicle at the time of the insured event.
- 32. The residual value of a lease is the amount of the principal outstanding under the lease contract for a passenger car, van or motorcycle at the time of the insured event. It does not include any other obligations to the lessor, such as unpaid lease payments, interest, penalties or other surcharges.
- 33. The following does not fall under normal use:
 - 33.1. participating in racing, training or other sports events with the vehicle;
 - 33.2. use of the vehicle for the carriage of goods or passengers for pay (e.g. taxi, courier);
 - 33.3. use of the vehicle for construction, forestry or other activities involving a higher risk, unless the vehicle is adapted or registered for that purpose;
 - 33.4. the use of the vehicle in a rental service.
- 34. To qualify for the benefit, all of the following conditions must be met:
 - 34.1. the passenger car, van or motorcycle was first registered up to 8 years ago;
 - 34.2. the owner of the passenger car, van or motorcycle is a registered credit or leasing company;
 - 34.3. the cost of repair exceeds 70% of the market value of the vehicle. If the cost of restoration exceeds 50% of the market value, Seesam also has the right to consider the vehicle, its parts or luggage economically destroyed.
- 35. The maximum amount of compensation is the sum insured stated on the policy.
- 36. Leasing value insurance also applies if the accident was caused by another person and the damage is compensated by his insurer. In this case, Seesam will cover the difference between the market value of the vehicle and the residual value of the leasing contract.

Vehicle keys and fobs insurance

- 37. The right to compensation for vehicle keys and fobs insurance arises after the occurrence of a comprehensive insurance event. The cost of replacing or restoring vehicle keys and fobs will be reimbursed up to the reasonable and necessary cost of acquiring new keys or fobs, up to the sum insured shown on the policy.

Insurance for incorrect refuelling

38. An insured event is considered to be a sudden and unforeseeable technical breakdown of the vehicle directly caused by filling with the wrong type of fuel, filling the fuel tank with AdBlue, filling the AdBlue tank with fuel or by using the vehicle after incorrect fuelling. Damage will be compensated up to the sum insured as stated in the policy.
39. Incorrect fuel is considered to be fuel that is different from the type of fuel specified by the vehicle manufacturer for a particular vehicle (e.g. filling petrol into a diesel vehicle or diesel into a petrol vehicle), as well as other liquid fuels not specified by the manufacturer for that vehicle.
40. Sub-standard or contaminated fuel is fuel that meets the vehicle manufacturer's specifications for the type of fuel but does not meet the quality requirements or contains impurities (such as water, dirt, sediment or other impurities). Damage caused by poor-quality or contaminated fuel is not considered to be incorrect refuelling for the purposes of these Terms and Conditions and is not covered by compensation.

Lease payment insurance

41. The right to compensation for lease payment insurance arises after the occurrence of a comprehensive insurance event.
42. Seesam will reimburse up to 6 months of lease payments to a natural person policyholder, up to the sum insured shown on the policy, if the following conditions are met:
 - 42.1. The legal owner of the leased vehicle has been injured as a result of an insured event and is undergoing out-patient or in-patient treatment and is incapable of work for more than 14 days;
 - 42.2. The insured event (including a road accident) is duly documented and the personal injury suffered is recorded by the ambulance at the scene or by a public medical institution.
43. The benefit is paid for up to 6 months of actual incapacity for work. The amount of the leasing payment benefit is calculated per day and multiplied by the number of days the beneficiary was incapable of work.
44. Any other costs included in the lease payment, such as fuel card, insurance premiums, late charges, contract fees, etc. are not covered.

Insurance for car replacement costs

45. Replacement cost insurance is an additional protection that provides additional compensation (10% of the market value of the insured vehicle or the registration fee of the insured vehicle) in the event of the destruction of the vehicle, on top of the compensation of the market value of the vehicle.
46. The right to reimbursement of car exchange expenses is subject to the following conditions:
 - 46.1. you have chosen the Supercasco package in your insurance contract, and;
 - 46.2. the insured vehicle is or is deemed to be destroyed (e.g. lost due to theft) as a result of the insured event.
47. The amount of the benefit is determined as follows:
 - 47.1. the market value of the insured vehicle at the time of the insured event is reimbursed;
 - 47.2. 10% of the market value of the vehicle or the full amount of the registration fee paid for the vehicle, if this is more than 10% of the market value, is added to the market value of the vehicle. If the registration fee of the insured vehicle is unpaid and the registration fee is higher than 10% of the market value immediately before the insured event, the unpaid registration fee will be reimbursed in full.
48. If the vehicle is covered by both the new value insurance and the replacement cost insurance, the policyholder will be reimbursed for the more financially advantageous option.

Technical failure insurance

49. A technical failure insured event is considered to be a malfunction of a part of the vehicle listed in clause 52 caused by technical failure which prevents the normal use of the passenger car or van and which results in the costs of repair or replacement of the damaged part.
50. To be eligible for compensation, all of the following conditions must be met at the time of the insured event:
- 50.1. the passenger car or van has been first registered for less than eight years;
 - 50.2. the passenger car or van has a mileage of up to 160,000 km;
 - 50.3. all routine maintenance is carried out on time and by a competent person.
- Exception:** if the policyholder is unable to provide proof of regular maintenance work for a passenger car or van, the policyholder must prove the vehicle's technical roadworthiness by means of an inspection report issued by the respective authorised dealership or by a repair company designated by Seesam.
51. The right to compensation for technical failure insurance shall arise after the occurrence of the technical failure insured event, subject to the terms and conditions set out in clause 50, and only if the failure affects the parts referred to in clause 52.
52. The vehicle parts covered in the event of a technical failure are listed below and do not include any other part or equipment not included in this list: engine block; cylinder head (block cover); oil pump; alternator; starter; engine control unit (ECU); gearbox; transmission control unit (TCU); clutch cylinder; differential; drive shafts; propeller shaft; intermediate gearbox; ABS control unit; ABS actuator; brake booster; steering rack; power steering pump; electric car traction motor; electric and hybrid car inverter and converter.
53. If, as a result of an insured event, any part, device or system of the vehicle referred to in clause 52 is damaged, the insurer shall, in addition to the repair or replacement of the damaged part, also reimburse the costs necessary to identify and determine the cause and extent of the technical breakdown.
- 53.1. Eligible costs include, but are not limited to: partial or total dismantling of the vehicle; diagnostic services; independent expert opinion or assessment.
54. If the investigation of the circumstances of the failure reveals that it is not a technical failure insured event, Seesam will not reimburse the vehicle reassembly operations and other related costs after the failure has been identified.

Rental car excess insurance while travelling

55. An insured event is the theft, robbery, destruction of or damage to a rented passenger car or van while travelling, which results in the policyholder being liable to pay the lessor a deductible up to the amount specified in the comprehensive insurance of the rented car. Damage will be compensated if all of the following conditions are met at the time of the insured event:
- 55.1. the rental car must have valid comprehensive insurance, clearly stating the amount of the excess;
 - 55.2. the car hire company must have lodged a claim against the policyholder for the obligation to pay the excess specified in the hire car's comprehensive insurance contract;
 - 55.3. the policyholder has submitted the rental contract to Seesam, together with the insurance policy and the car rental company's claim.
56. The territory covered by the excess insurance for a hire car is in the territory of the contract of insurance of this vehicle insurance, unless the insured event occurred in Estonia. In the case of accidents occurring in Estonia, hire car excess insurance does not apply.
57. The limit of indemnity per insured event and per period is up to the sum insured stated on the policy and the maximum loss will be compensated up to the limit of indemnity.
58. The rental car excess insurance is subject to the agreements and excesses stated in Seesam's General Terms and Conditions, these Terms and Conditions and the policy.

59. Other claims arising from the rental contract or the law such as fines, contractual penalties, contractual fees and interest on arrears are not covered.
60. No compensation is paid if the policyholder used the hired vehicle for business or professional purposes.

Optional insurance cover

Replacement car

61. If a passenger car or van in normal use cannot be used as a result of a comprehensive insurance event, Seesam allows the policyholder to use a replacement car for up to 50 days. The replacement car will be handed over at the company and location designated by Seesam, within a reasonable period of time after registration of the insured event.
62. The following does not fall under normal use:
 - 62.1. participating in racing, training or other sports events with the vehicle;
 - 62.2. use of the vehicle for the carriage of goods or passengers for pay (e.g. taxi, courier);
 - 62.3. use of the vehicle for construction, forestry or other activities involving a higher risk, unless the vehicle is adapted or registered for that purpose;
 - 62.4. renting a vehicle.
63. If the policyholder declines the replacement car offered by Seesam or is outside of Estonia during the insured event, other costs related to transport or rental car will be reimbursed for up to a maximum of 50 days and a maximum of 40 euros per day, subject to prior agreement with Seesam and documentary proof.
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 car will also be provided at a company and location designated by Seesam within a reasonable period of time from the registration of the insured event until the start of the repair work, provided that the insured vehicle is unfit for use on the roads.
66. In the event of loss, theft or robbery, the use of a replacement car will be reimbursed until the insurance compensation is paid, but not for more than 50 days.
67. No replacement vehicle shall be provided if the period of repairs of the vehicle is shorter than 12 hours.
Exception: if the repair time is shorter than 12 hours, but it takes more than 12 hours from the registration of the damage to the start of the repair work, Seesam will offer the use of a replacement car, provided that the insured vehicle is unfit for driving.
68. Replacement car insurance is also valid in cases where the accident was caused by another party and the damage to the policyholder's vehicle is fully or partially compensated by the other party's insurer. The protection also applies in situations where damages are not compensated on the basis of the Motor Insurance Act.
69. If there are several insured events during the insurance period, the use of a replacement car will be reimbursed up to a total of 50 days per insurance period.
70. Seesam is under no obligation to provide a replacement car of the same class or quality as the insured vehicle.
71. The policyholder must:
 - 71.1. enter into a contract for the use of the replacement vehicle with the issuer designated by Seesam and comply with the terms and conditions thereof;
 - 71.2. coordinate the use of the replacement car with Seesam as soon as possible;

- 71.3. return the replacement car within 24 hours if requested by Seesam or the issuer of the replacement car.
72. If the need for a replacement car arises on a weekend or public holiday when coordination with Seesam is not possible, documented rental costs will be reimbursed up to a maximum of 40 euros per day and up to a maximum of 5 days.

Luggage and pet insurance

73. Luggage is defined as items carried in the insured vehicle (cabin, boot or roof box). In addition, pets in the cabin or luggage compartment of the vehicle, which for the purposes of these Terms and Conditions includes only dogs and cats, are also considered as luggage.
74. Luggage and pet insurance does not cover the following items: documents, money; securities; works of art and precious metals; goods, cargo and freight.
75. If, as a result of an insured event, luggage is damaged, lost or destroyed, or a pet is injured or killed, you will be compensated:
- 75.1. for luggage: either the cost of repair or replacement (repurchase) up to the amount of the sum insured for the luggage and pet insurance shown on the policy;
 - 75.2. reasonable and necessary veterinary care costs of the pet up to the sum insured under the policy;
 - 75.3. if it is technically feasible and economically viable to repair the damaged items, the cost of repair will be reimbursed.
 - 75.4. repurchase value of a new item means the cost of acquiring an equivalent new item. If the same product is no longer on sale, a product that is functionally equivalent or as similar as possible is taken as the basis.
76. In the event of the death of a pet as a result of an insured event, the damage will be compensated up to the sum insured for luggage and pet insurance specified in the contract.
77. When leaving the vehicle:
- 77.1. lock the vehicle;
 - 77.2. close all doors, windows, the luggage compartment and the roof hatch;
 - 77.3. place your luggage in an invisible and hidden place.
78. If damage to luggage or a pet is covered by another insurance policy (e.g. motor, travel or home insurance), this part will not be reimbursed twice.

Accident insurance for car passengers

79. An insured event is considered to be a comprehensive insurance event occurring with the insured vehicle, which results in permanent incapacity for work of the driver and/or the occupants. The accident insurance sum insured is stated on the policy and applies to each person in the car at the time of the accident.
80. Permanent incapacity for work means a permanent functional disability lasting at least one year caused by an insured event. If, as a result of an injury caused by an insured event, it is medically unequivocally established that the insured person has suffered a 100% loss of capacity for work and that the functional disability is not curable and the person will not recover within one year, Seesam is entitled to pay the permanent incapacity for work benefit before the expiry of 12 months, after the submission of relevant evidence.
81. Seesam bases the award of compensation on the degrees of incapacity for work laid down in Estonian legislation:
- 81.1. 100% loss of capacity for work: the full amount is reimbursed, i.e. 100% of the sum insured stated in the policy;
 - 81.2. partial incapacity for work: if the loss of capacity for work is partial, 50% of the sum insured is reimbursed.

82. If the occupant of the vehicle dies as a result of bodily injury caused by an insured event, Seesam will pay the full amount of the sum insured under the policy to the heirs of the car passenger. In the event of permanent incapacity for work, the compensation is paid to the directly affected car passenger.
83. Accident insurance benefits are also paid if the accident was caused by another driver and the personal injuries suffered by the passengers in the policyholder's vehicle and the policyholder are compensated by the person liable under the Motor Insurance Act or their insurer.
84. According to the Road Traffic Act, the passenger must be wearing a seat belt while driving. Seesam has the right to reduce the insurance compensation if this requirement is not complied with.

Replacement trailer insurance

85. Replacement trailer insurance is an insurance cover for the trailer of a vehicle in the case of damage caused by a comprehensive insurance event if all the following conditions are met at the same time:
 - 85.1. the replacement trailer was coupled to the vehicle at the time of the insured event;
 - 85.2. the replacement trailer complied with the technical requirements and restrictions of the towing vehicle manufacturer and was in good technical condition.
86. In the event of damage to the trailer, compensation will be paid to the owner or the responsible user indicated on the trailer registration certificate.
87. The amount of insurance for the trailer is stated on the insurance policy.
88. If the trailer is covered under another insurance contract, this part will not be reimbursed twice.

Environmentally friendly vehicle restoration

89. By choosing this coverage, the policyholder confirms that they agree to apply environmentally sound principles to the repair of the vehicle in the event of an insured event if their application is feasible for the specific insured event, taking into account both environmental and economic considerations.
90. Environmentally friendly repair solutions may include, among others, the following options:
 - 90.1. cosmetic damage to the vehicle such as scratches, spots, scuff marks, wear or blemishes (e.g. rims, strips, mouldings, emblems, chrome-plated parts, etc.) will not be reimbursed for repairs if they do not affect the safety, serviceability or roadworthiness of the vehicle and their removal is not necessary for the continued use of the vehicle;
 - 90.2. repairing paint damage using environmentally friendly spot painting technology, avoiding the need to overpaint the entire detail;
 - 90.3. the use of recycled or reconditioned spare parts, as long as they meet quality and safety requirements;
 - 90.4. consolidating a number of minor damages into a single repair to reduce the volume of spare parts and treatment. A separate deductible is applied for each claim, unless the damage is within a single item, in which case a single deductible is applied;
 - 90.5. carrying out the work in a workshop that complies with an environmental management system (e.g. ISO 14001) which takes into account waste management, energy efficiency and the reduction of other environmental impacts.

EXCLUSIONS

91. An exclusion is an event, loss or expense, as defined in the policy conditions, for which Seesam has no obligation to pay compensation. In addition to the exclusions set out in this section, the exclusions set out in the sections on the principles of insurance cover and payment of compensation and in Seesam's General Terms and Conditions also apply.

The following shall not be indemnified:

92. damage caused by wear and tear, rust, corrosion or ageing and fatigue of materials;
93. damage caused by the cleaning of windows from ice or snow, windows smudging or superficial damage to windows (e.g. damage caused by window cleaners or damage caused by the smudging of windows due to small superficial stone chips).
94. damage to a window if the window was already 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. In this case, Seesam does not consider the damage to be caused by the insured event.
95. damage caused by a technical failure (sudden and unforeseeable malfunction of the vehicle's structure, mechanisms, systems or electronics). If the failure also causes physical damage to the vehicle and/or part of the vehicle, the additional damage caused by the failure will be compensated for, but not the failed part itself. Exception: In the case of a Supercasco package, compensation for damage caused by a technical failure will be provided in accordance with clauses 49 to 54.
96. damage caused by manufacturing or design defects;
97. damage caused by contaminated, substandard, inappropriate or insufficient fuel, oil, coolant or other fluid used in the vehicle;
98. loss or damage caused by any object, person, goods or load contained in the vehicle or trailer, except where the loss or damage is the direct result of a collision or sudden and unexpected contact event; Example: if the vehicle brakes due to a sudden hazard but there is no collision or other external contact and the object or person in the passenger compartment damages the interior of the vehicle or the load on the trailer damages the vehicle, such damage is not compensable.
99. any loss or damage caused by a dangerous load or cargo; A dangerous load or cargo is considered to be any substance or object whose characteristics – such as explosive or flammable hazards, radiation, toxicity, corrosiveness or other hazardous properties – may cause damage to the insured object during the transport process;
100. damage caused to a tank-vehicle or container-vehicle during the loading or unloading of a cargo or load;
101. damage caused by freezing, frost, heat, or other chemical reaction, moisture, sun, odour or mould;
102. damage caused by pets in the passenger compartment of the vehicle;
103. damage to or costs arising from damage to, destruction, loss of, sickness, illness or death of luggage or pets, provided that they are not directly causally related to a comprehensive insurance event involving the insured vehicle.
104. damage caused in the course of, or in preparation for, motor sport competitions, including hobby, amateur or unofficial competitions (e.g. circuit racing). This includes driving on closed or controlled tracks, such as the Nürburgring in Germany or other similar tracks, and tourist and recreational driving or leisure use – regardless of the nature or official nature of the event.
105. damage caused by vehicle maintenance (including washing) or repairs;
106. the cost of repairing damage caused by poor workmanship (e.g. if the vehicle's paintwork peels off as a result of pressure washing);
107. damage arisen as a result of charging the battery or starting assistance;
108. damage caused by the damage, destruction or loss of parts not connected to the vehicle (e.g. roof rails or bumpers in a garage), unless otherwise agreed in the policy;
109. damage if the vehicle or part of the vehicle was already so badly damaged or worn before the insured event that it would have needed repair or replacement even without the insured event. In this case, Seesam will not consider the additional damage caused by the insured event as an insured event (e.g. if an already rusted item suffers additional damage in the course of an insured event).
110. loss or damage occurring before or after the insurance period of the insurance contract with Seesam;

111. further development of damage (for example, window chips that develop into a fracture) that occurred before the insurance period of the insurance contract with Seesam;
112. loss or damage covered by compulsory motor insurance, compulsory third party liability insurance for foreign vehicles or other liability insurance of the person who caused the loss or damage. Exception: If the policyholder is not fully or partially compensated for the loss or damage under compulsory motor third party liability insurance, foreign compulsory third party liability insurance or other third party liability insurance and has not received compensation within one month of the date of the accident, Seesam is entitled not to apply the exclusion provided for in this clause.
113. damage caused by water getting into the engine;
114. loss or damage caused by unauthorised use of a vehicle, misappropriation, fraud or extortion, irrespective of the specific loss or damage (e.g. loss or damage caused by a traffic accident) resulting from such conduct;
115. repair costs that have already been reimbursed due to previous insured events;
116. the cost of bringing a claim for damages (e.g. legal fees and expert fees);
117. the costs of any modifications or improvements made to the vehicle during the repair work which are not related to repairing the damage caused by the insured event;
118. any loss or expense incurred by the repairer as a result of a delay in the repair of the vehicle and the supply of spare parts;
119. damage caused by non-standard vehicle modifications, including engine or transmission reprogramming (e.g. power boosting or chip tuning);
120. damage caused by cracking or fracturing of the vehicle's light cover, without an external contact event.

POLICYHOLDER'S OBLIGATIONS UPON ENTRY INTO INSURANCE CONTRACT

121. The policyholder must present true and factual data at the signing of the contract. If at the time of taking out the insurance, Seesam has been provided with false data on the basis of which a lower premium has been calculated, Seesam is entitled to indemnify the loss in the same proportion as the premium calculated on the basis of the false data bears to the premium calculated on the basis of the correct data.

IMPORTANT CIRCUMSTANCES THAT AFFECT INSURED RISK

122. An increase in the likelihood of an insured risk is deemed to be an increase in the probability of occurrence of an insured event.
123. The activities that affect the likelihood of the realisation of an insured risk have been provided in the safety requirements of these Terms and Conditions, which the policyholder is required to adhere to. An increase in the insurance risk is also considered to be other circumstances or activities not specifically mentioned in the Terms and Conditions, but which, objectively assessed, increase the probability of the occurrence of an insured event or the extent of the damage.

SAFETY REQUIREMENTS

Obligations of the policyholder and the person identified with the policyholder (hereinafter only the policyholder) prior to the occurrence of an insured event

124. The policyholder is required to meet the safety requirements provided by these Terms and Conditions and adhere to the Traffic Act and the user manual of the vehicle.
125. The driver of the vehicle must have a valid right to drive a motor vehicle of the relevant category.

126. The vehicle may not be driven when exhibiting signs of consumption or intoxication from alcohol, drugs or other psychotropic substances or in a state of intoxication or fatigue.
127. The driver of the vehicle must make sure, before starting to drive the vehicle, that their state of health makes driving the vehicle safe.
128. The vehicle may not be driven on shores, swampy areas, in water or off-road within the meaning of the Traffic Act.
129. The vehicle must not be driven on ice, except on an official winter road or ice road open for public use by the relevant authority.
130. The technical condition of the vehicle must comply with the technical requirements established by legislation.
131. 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. Also, summer tyres must not be used when their use significantly increases the likelihood of an insured event occurring and when it is common knowledge that they are unsuitable (e.g. driving on snow or slippery roads in the month of October, causing an accident).
132. The policyholder may not exceed the speed limits prescribed by legislation and traffic control devices with the vehicle.
133. 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.
134. The keys to the vehicle shall be kept with sufficient care to ensure that no unauthorised persons can gain possession of them.
135. For the purposes of these Terms and Conditions, keys are defined as the vehicle's locking and ignition keys, cards and fobs, including electronic keys and fobs for anti-theft systems and remotes for the vehicle's pre-heater.
136. Keys may not be voluntarily handed over to strangers or people that are in a state of intoxication.
137. Vehicles with a non-complete number of keys must have the existing immobiliser recoded and proof of this must be provided to Seesam.
138. If any faults appear in the locking systems or anti-theft equipment of the vehicle, these must be repaired as soon as possible.
139. 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. Surveillance means monitoring a guarded building, territory, surroundings thereof and property located therein for detection and elimination of any hazard or attack and ensuring the inviolability of the insured object by a security company, guard, insured person and/or security equipment.
140. The extra set of wheels and tyres belonging to the vehicle that are insured must be stored in a locked building or locked storage place if not currently in use.
141. Electric vehicles, including plug-in hybrids, may only be charged in a way that meets the manufacturer's technical and safety requirements.
142. In the event of chips or damage to the windows of the vehicle, it should be repaired as soon as possible to prevent further damage and possible shattering or extensive damage.

POLICYHOLDER'S OBLIGATIONS AFTER INSURED EVENT

Obligations upon occurrence of insured event

143. In the event of vandalism, theft, robbery, fraud, embezzlement or extortion, the policyholder is obliged to immediately report the incident to the police and to submit the police's response to Seesam.
144. The policyholder shall be obliged, in the case of fire, to immediately notify the Emergency Response Centre of what has happened.

145. In the event of damage caused by a third party, the policyholder is obliged, if they have motor or other liability insurance, to make a claim for compensation against the third party or their insurer.
146. 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 against the person who caused the damage in the case of indemnification.
147. The driver of the vehicle is obliged to comply with all obligations arising from the traffic law, including obligations in the event of an accident.
148. After the occurrence of an insured event, the policyholder must try to avoid and reduce additional damage as much as possible.
149. Following damage to a vehicle, the vehicle may be used only if the driver of the vehicle 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 that the vehicle does not have any oil, fuel or coolant leaks, whether the steering wheel and brakes function and whether the tyres are intact.
150. The vehicle driver cannot leave the scene of a 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.
151. After an insured event, the person who was driving the vehicle must not refuse to identify intoxication or consume alcohol, narcotic drugs or psychotropic substances until it can be objectively established whether intoxication was a factor at the time of the loss or injury.
152. 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 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.
153. The damaged vehicle must be presented to Seesam or a Seesam partner before repair (including disassembly) or disposal.
154. The damaged vehicle must be transported to a secure storage place or a guarded place as soon as possible.
155. The policyholder must allow Seesam to have access to the data recorded in the vehicle's tachograph, video recorder, control units, etc., which are necessary to determine the obligation and the scope of its contract.
156. The policyholder is obliged to provide Seesam, upon request, in a format that can be reproduced in writing, with the acquisition documents for additional equipment and conversion.

Informing of damage and submitting a loss application

157. The policyholder must immediately notify Seesam of a possible insured event and follow the instructions provided by Seesam.
158. 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 notification of the damage.
159. 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 THE POLICYHOLDER'S OBLIGATION

160. If the insured event was caused intentionally or through gross negligence by the policyholder, Seesam is released from its obligation to perform the contract.
161. If the policyholder breaches an obligation whose purpose was to reduce the likelihood of materialisation of an insured risk, Seesam will have the right to reduce the insurance compensation or refuse to pay the

insurance compensation if the breach of the obligation had an impact on the occurrence of the insured event and Seesam's performance obligation.

162. If the policyholder intentionally breaches an obligation that had to be performed following the occurrence of an insured event, Seesam will be released from its performance obligation.
163. If the policyholder breaches, due to gross negligence, an obligation that they 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 Seesam's performance obligation, Seesam will be released from its performance obligation in part or in full.
164. Following the principles of good faith and reasonableness, Seesam will not indemnify for damage if the driver of the vehicle exhibited signs of consumption or intoxication from alcohol, drugs or other psychotropic substances, was intoxicated or had no right to drive at the moment of occurrence of the traffic accident.

OBLIGATIONS AND RIGHTS OF SEESAM

165. Seesam is required to:
- 165.1. introduce the insurance contract documents to the policyholder before entry into the insurance contract;
 - 165.2. take a decision on compensation or refusal to compensate without delay, but not later than ten working days after receiving all the required documents and after establishing the amount of the damage and the circumstances in which it occurred;
 - 165.3. 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.
 - 165.4. 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.
166. 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 a 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.
167. 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.
168. Upon destruction or loss of the vehicle, Seesam shall have the right, upon payment of the insurance compensation, to withhold from the insurance compensation the insurance premiums payable until the end of the current insurance period.

PRINCIPLES OF INDEMNIFICATION

Amount insured, insurable value, compensation and amount of loss or damage insured

169. If the indemnification procedure described in the section on insurance coverage is in conflict with the rules laid down in this section, the provisions of the section on insurance coverage shall apply to the extent of the conflict.
170. The sum insured is the maximum amount agreed upon in the insurance contract up to which the insurer will compensate for the loss or damage caused by an insured event.

171. The insured value is the actual market value of the insured object in Estonia immediately before the insured event. Market value means the possible sales price of the insured object directly before the occurrence of the insured event.
172. The sum insured may be fixed in the insurance contract as a fixed amount or may express the insurable value. For example: The amount of cover for replacement value insurance is the purchase price of the car, van or motorcycle. The lease value insurance cover is the residual value of the lease of a passenger car, van or motorcycle, if it is higher than the market value of the vehicle.
173. The sum insured for passenger cars, vans and motorcycles is their actual market value in Estonia immediately before the insured event.
174. The insured amount of a lorry, trailer, bus and caravan, including the value of any additional equipment and conversion, is shown on the insurance policy.
175. Additional equipment and conversions for passenger cars, vans and motorcycles are shown on the insurance policy as a single sum insured reflecting the value of all such equipment and conversions.
176. In the case of overinsurance (i.e. where the sum insured is greater than the insured value), Seesam will base its compensation on the actual amount of the loss and will not pay more than the actual value of the insured object.
177. In the case of underinsurance, Seesam has the right to reduce the amount of the loss according to the ratio of the sum insured to the insurable value.
178. If the sum insured is less than the insurable value and the difference is more than 10%, Seesam has the right to apply the underinsurance provisions.
179. The insurance compensation paid during the insurance period for the repair of a vehicle, part of a vehicle or luggage does not reduce the sum insured.
180. Means of indemnification are payment of monetary indemnity or organising the repairing of the damaged vehicle, its part or luggage.
181. The insurance compensation is the amount payable under the insurance contract, calculated on the basis of the amount of loss or damage, but may not exceed the sum insured, taking into account the provisions on overinsurance, underinsurance, excess and possible reductions.
182. The amount of loss or damage is an estimate of the monetary amount that reflects the extent of the total loss caused by damage to or destruction of the insured object and that would be recoverable in the absence of limitations in the insurance contract (including the sum insured, excess, limits or exclusions). Example: if a vehicle with a market value of €20,000 is destroyed in a road accident, the amount of the loss is €20,000 even if the insurance contract states that the sum insured is €15,000.
183. If the sum insured of the insured object is stated in the insurance policy and the amount of loss or damage is higher than the sum insured and no underinsurance applies, the excess is deducted from the amount of loss or damage. If, after deduction of the excess, the amount of the loss or damage is still higher than the sum insured, the sum insured will be compensated, provided that the compensation is not reduced because of a breach of contract or because of unpaid premiums up to the end of the insurance period. Example: If the sum insured is €15,000, and the amount of the loss is €16,000, and the excess is €300, then €15,000 is recoverable. In all other cases, the excess is deducted from the insurance compensation.
184. Reductions for breach of contract and unpaid premiums are deducted from the insurance compensation (amount payable), not from the amount of loss or damage, regardless of whether the calculation of the compensation is based on the insured value, the sum insured or the repair estimate.
185. If the insurer reduces the insurance compensation on the basis of the insured value or the insured amount, the deductible is deducted in the last order. The exception is the case described in clause 183 .

General rules for quantifying loss or damage in the event of damage to an insured vehicle or object

186. In the event of damage to the vehicle, its parts or luggage, Seesam will compensate the reasonable costs of repairing the damage, unless the insurance contract provides otherwise. It is the responsibility of the policyholder or beneficiary to choose a technically feasible and cost-effective restoration method.
187. Damage occurs when it is economically viable and technically possible to restore the vehicle, part or luggage to its original condition.
188. In order to determine the amount of reasonable damage, Seesam has the right to appoint a repairer to whom the policyholder is obliged to show the vehicle, its parts or luggage. The designation of a company does not oblige the policyholder to carry out the repairs in the same company and does not make Seesam responsible for the quality of the work of the company.
189. Seesam may take into account spare parts that correspond to the condition and wear of the vehicle before the insured event.
190. Seesam is not obliged to compensate the cost of replacing damaged parts if the part can be restored by repair.
191. Seesam is under no obligation to take into account the cost of new original parts or the cost of repair by a brand repairer in determining the amount of the damage, except where the vehicle is covered by the manufacturer's basic warranty, which is the case in the situations named in clauses 192-196.

Manufacturer's basic warranty

192. The manufacturer's basic warranty is a warranty given by the manufacturer of the vehicle at the time of first sale, which is valid for a limited period or mileage and covers manufacturing or material defects (excluding wear and tear and natural wear and tear).
193. Partial vehicle warranties (e.g. body, rustproof or battery warranties), extended warranties, additional warranties or warranties provided by the seller or a third party are not considered to be the manufacturer's basic warranty. For the purposes of these Terms and Conditions, the manufacturer does not include a sales agency or any other person acting as an intermediary for the manufacturer's vehicles or providing its own warranties.
194. If the vehicle is covered by the manufacturer's basic warranty, the amount of loss or damage will be determined on the basis of the repair estimate (excluding replacement and repair of the vehicle's windows) provided by the brand dealership or the manufacturer's authorised repairer, if there is one in Estonia.
195. If there is no dealership or authorised repairer in Estonia, the damage is window damage or the manufacturer's basic guarantee does not apply, the amount of loss or damage is determined on the basis of clauses 186-191.
196. If at the time of the insured event only the body warranty or any other partial warranty mentioned in clause 193 is in force, Seesam is not obliged to take into account the cost of new original parts or the repair offer of the brand workshop when determining the damage. Damages will be determined in accordance with clauses 186-191.

Amount of loss or damage in the case of a Supercasko package

197. In the case of Supercasco, the amount of loss or damage is determined on the basis of a calculation by the dealership or the manufacturer's authorised repairer (except for the replacement and repair of vehicle windows), if there is a dealership in Estonia.
198. If there is no dealership or authorised repairer in Estonia, or if the damage is to the windows, the amount of the damage is calculated according to clauses 186-191.

Other rules on compensation for damage to the vehicle or luggage

199. These rules apply irrespective of the methodology used to determine the damage (general rules, manufacturer's basic guarantee, Supercasco).
200. The policyholder is obliged to hand over to Seesam the replaced, damaged or destroyed parts of the vehicle within the territory of the Republic of Estonia. If the policyholder fails to comply with this obligation, Seesam may reduce the compensation by the residual value of the parts. If the repair takes place outside Estonia and the delivery of the parts is not possible due to the repair process, this clause does not apply.
201. The policyholder has the right to choose the repairer where the damaged vehicle, part of the vehicle or luggage will be repaired, by agreeing the repairer and the amount of the damage with Seesam in a form that can be reproduced in writing. Seesam's obligation to compensate is limited to the reasonable and justified costs of restoring the pre-insured state in Estonia. If the vehicle, part of the vehicle, or luggage is damaged and the restoration work is carried out outside Estonia, the compensation is based on the cost of equivalent work in Estonia.
202. If the estimate of the repairer chosen by the policyholder exceeds the amount of the loss or damage assessed as reasonable by Seesam, and the policyholder wishes to have the repair carried out by the repairer of his choice, the difference in the estimates shall be borne by the policyholder or the beneficiary.
203. If there is no dispute as to the extent of the damage and the policyholder wishes to have the vehicle or part of the vehicle repaired, Seesam will issue a letter of guarantee to cover the repair costs.
204. The policyholder is obliged to sign a contract with the repairer. Seesam is not responsible for the quality of the work carried out by the repair contractor.
205. VAT shall not be refunded to a policyholder who is a legal person or to a legal person entitled to compensation to the extent that the person is entitled to recover or offset it. The policyholder pays VAT and the excess to the repairer.
- 205.1. **Exception:** if the policy states "Insured item is insured with VAT", the repair costs will be reimbursed to the repairer with VAT, the repair invoice being paid to the insurer.

Compensation for loss or damage in the event of destruction, theft or robbery of insured property

206. A vehicle, its part or luggage is deemed to be destroyed if the restoration thereof is economically not reasonable or technically not possible.
207. A vehicle, part of a vehicle or luggage is considered to be economically destroyed if the cost of repairing it exceeds 70% of its market value. If the cost of restoration exceeds 50% of the market value, Seesam also has the right to consider the vehicle, its parts or luggage economically destroyed.
208. In the event of theft or robbery, the vehicle, its parts or luggage shall be deemed to have been destroyed and Seesam shall compensate the value of the object or vehicle in accordance with the conditions set out in this section.
209. In the case of a Supercasco package, 10% of the market value of the vehicle is added to the market value of the vehicle when calculating the compensation, but if the registration fee of the insured vehicle immediately before the destruction is higher than 10% of the market value of the vehicle, the registration fee is added in full to the market value. If new value insurance applies, the amount of compensation for a destroyed vehicle is the purchase price of the vehicle.
210. In the case of policyholders who are legal persons, the market value will be reimbursed without VAT, subject to the deductible rate of input VAT, unless the policy states in the list of insured risks that the insured object is insured for VAT and the legal person is not entitled to deduct input VAT. In this case, the policyholder will be compensated for the damage with VAT.
211. When determining the market value, the condition, equipment, year, mileage, market situation and similar sales offers are taken into account.

212. The maximum loss or damage caused by the destruction or theft of additional accessories and conversions is the market value of the item, but not more than the amount insured for the additional accessories and conversions shown on the policy.
213. In the case of insurance cover for the replacement value of a passenger car or a light goods vehicle, the maximum loss in the event of theft and robbery or destruction of the vehicle is the purchase price at which the vehicle or light goods vehicle was acquired.
214. In the case of leasing insurance, the maximum compensation is the residual value of the vehicle's lease.
215. If, in the case of compensation for the market value, new value or leasing value, the ownership of the vehicle is not transferred, the compensation is reduced by the value of the damaged vehicle.
216. In order to compensate for the residual value, ownership and possession of the vehicle must be transferred to Seesam in Estonia.
217. Lost tyres will be compensated according to their depreciated value (i.e. the market value of the worn tyre). If one tyre is lost and a replacement cannot be found, the cost of two equivalent tyres will be compensated.
218. If the vehicle has been destroyed and the policyholder wants compensation for the difference between the market value of the vehicle and the value of the remains, the market value of the vehicle after the insured event is also included in the insurance benefit.

EXCESS

General rules for excess

219. Excess means the amount of money or other value indicated in the insurance contract (percentage of loss, period, etc.), which is to be borne by the policyholder in the case of any insured event.
220. The excess applies to each insured event and each vehicle separately.
221. If the vehicle sustains damage in separate incidents that occurred at different times and independently of each other, Seesam will apply excess for each insured event separately (e.g. a parked vehicle has its left side damaged by a head-on collision and its right side scratched by a third party, or the driver hit a tree with the front of the vehicle and then hit a rock with the rear of the vehicle while reversing).
222. If the policy states the insured amount of the vehicle and the amount of the damage exceeds the insured amount, and no underinsurance applies, compensation is paid as follows:
- 222.1. If, after deduction of the excess, the result still exceeds the sum insured, the full amount of the sum insured is payable. Example: If the sum insured is €10,000, the amount of loss or damage is €12,000 and the excess is €1,000, the compensation calculated (€12,000 - €1,000 = €11,000) exceeds the sum insured. In this case, the maximum amount of insurance cover is EUR 10,000 and no excess is taken into account.
- 222.2. However, if the result of subtracting the excess from the amount of loss or damage is less than the sum insured, the excess is deducted and the reduced amount, which is less than the sum insured, is compensated. Example: If the amount of loss or damage is €10,500 and the excess is €1,000, the compensation after deduction of the excess is €9,500, which is less than the sum insured. In this case, the excess is deducted and €9,500 will be compensated.
223. Excess is deducted from the amount of the loss after taking into account all other deductions for insurance compensation.
224. If the vehicle is used for the following activities: taxi service, driving lessons, ride-sharing, courier service, short hire, alarm or security service or use of an operational vehicle, and the insurance policy does not state this, the basic excess will be applied for each insured event at three times the amount stated in the policy, but not less than EUR 900. This also applies in cases of damage caused to an animal or bird by a head-on collision or in the event of window breakage.

EXEMPTIONS FROM EXCESS

Excess liability for theft or robbery

225. In the event of theft or robbery of a vehicle or part of a vehicle, excess will apply as stated in the insurance policy – this can be either a fixed sum of money or a percentage of the amount of loss or damage.

226. If the policyholder fails to provide all the keys to the vehicle when claiming compensation for the theft of a stolen vehicle, Seesam has the right to apply triple excess for theft and robbery.

Excess for collision with an animal or bird

227. If the damage is caused by a head-on collision with an animal or a bird, it will be compensated without excess, provided that the policyholder:

227.1. immediately inform the Emergency Response Centre or the Environment Board;

227.2. provides proof of the head-on collision by other reliable means (e.g. video recording).

Avoiding collision with an animal or bird

228. Damage related to avoiding collision with an animal or bird shall be compensated without excess if there is a video recording of the incident. In the absence of a video recording, the excess stated in the policy will apply.

Excess for windows

229. Seesam will compensate for damage related to the replacement of the windscreen, cabin and roof windows of the vehicle on the basis of the excess stated in the insurance policy, which may be a fixed amount, a percentage of the amount of the damage or no excess at all. No excess will be applied for the repair of windscreen, cabin and roof windows, irrespective of the amount of the basic excess or excess for windows given in the policy.

Excess liability for vehicle keys and fobs

230. In the case of damage to vehicle keys and fobs, the Casco package applies a 10% excess on the amount of damage, and the Supercasco package includes no excess (€0).

Reduced excess

231. For every insured event for which there is a video recording from the vehicle's dashcam, excess is reduced by €100, but it cannot fall below €0.

Roadside assistance excess

232. No excess applies in the case of roadside assistance insurance events.

Towing insurance excess

233. No excess will be applied in towage insurance events.