

# SEESAM TRAVEL INSURANCE TERMS AND CONDITIONS 2025/1

Valid from 16.06.2025

These terms and conditions of travel insurance (hereinafter the Terms and Conditions) are a part of the travel insurance contract entered into between Compensa Vienna Insurance Group, ADB Estonia branch, whose brand in Estonia is Seesam (hereinafter Seesam), and the policyholder.

## 1. DEFINITIONS

### 1.1. Trip

The trip is a temporary stay of the insured person outside of Estonia.

1.1.1. The start and end point of the trip is the Republic of Estonia.

1.1.2. There is no limit to the number of trips for an annual recurring travel insurance contract, but the length of one trip may only be up to 90 consecutive days.

1.1.3. If the insured person has left Estonia before the conclusion of the insurance contract and the beginning of the insurance period, i.e., they are already on a trip, the policyholder must report this to Seesam when concluding the insurance contract.

### 1.2. Insurance period

The insurance period is the period of time indicated on the policy during which the insurance coverage is valid.

1.2.1. The insurance period must cover the period from the beginning to the end of the trip. The duration of the trip must not exceed the insurance period unless the policy has a note corresponding to this effect.

1.2.2. If the trip is extended due to an insured event occurring for a reason beyond the control of the insured person, the insurance coverage is automatically extended by up to 48 hours.

### 1.3. Insurance coverage

Insurance coverage is the obligation of Seesam to pay for damage arising from an insured event, as defined in the insurance contract.

1.3.1. The insurance coverage options are medical assistance insurance, travel interruption insurance, luggage insurance, liability insurance, and rental car deductible insurance.

1.3.2. The insurance coverage options selected by the policyholder are indicated on the policy.

1.3.3. In addition to the insurance coverage options, the policyholder can choose additional coverages for dangerous activities, occupational hazard, extended travel interruption, and additional coverage for voluntary cancellation, which are indicated on the policy.

### 1.4. The area of validity

The area of validity is the territory indicated in the policy, where the insurance coverage is valid.

1.4.1. The validity area does not include the Republic of Estonia and the country of the permanent residence of the insured.

1.4.2. The Republic of Estonia is included in the validity area of the travel interruption insurance coverage, but the insurance coverage does not include trips within Estonia.

### 1.5. Insured event

An insured event is an event defined in the contract and occurring during the insurance period.

### 1.6. Insured

The insured is a natural person specified in the policy to whom the insurance contract provides protection.

### 1.7. Sum insured, limit of compensation

1.7.1. The sum insured is the maximum possible compensation. The sum insured varies by insurance coverage and is specified in the policy.

1.7.2. The compensation limit is the maximum possible compensation that differs from the sum insured indicated in the contract.

1.7.3. The sum insured and the compensation limit apply separately to each insured person and each trip, unless otherwise provided in the contract.

1.7.4. The limits of compensation are included in the sum insured; these are not added to the sum insured.

## MEDICAL ASSISTANCE

### 2. INSURED EVENT OF MEDICAL ASSISTANCE

The insured event of medical assistance is an accident, sudden illness, or the death of the insured person during the trip.

### 3. COMPENSATION FOR MEDICAL ASSISTANCE

In the case of an insured event of medical assistance, the following expenses incurred abroad are compensated:

#### 3.1. Medical expenses

3.1.1. Justified and unavoidable medical expenses determined by a doctor in a foreign country, including fees for bed days in the hospital, examinations, and medication.

3.1.2. Costs for necessary medical aids prescribed by a doctor in a foreign country.

3.1.3. Costs of dental first aid, the compensation limit of which is 500 euros per insured person and per trip.

3.1.4. Reasonable and unavoidable first aid costs related to an unexpected exacerbation of a chronic disease. A chronic disease is a disease that is recurrent or continuous in nature.

#### 3.2. Pregnancy

3.2.1. Costs of complications related to pregnancy.

3.2.2. Damage is not compensated if it occurred after the 35th week of pregnancy.

3.2.3. Damage is not compensated related to childbirth, artificial insemination, termination of pregnancy, prevention of pregnancy, or the birth of a child.

#### 3.3. Transport and accommodation costs

3.3.1. Reasonable costs for the injured person getting to a treatment facility and back to the accommodation are compensated.

3.3.2. In the case of a medical indication, the costs for transportation and accommodation needed to return the insured person to Estonia are reimbursed.

3.3.3. If the insured person requires medical assistance for returning to Estonia as a result of an insured event, Seesam will compensate the justified transport and accommodation costs of one accompanying person.

3.3.4. The costs listed above must be agreed upon with Seesam in advance.

#### 3.4. Loss of capacity for work

If the insured person has a partial or full incapacity for work as a result of an accident that occurred during a trip, identified by the procedure prescribed by law within one year after the accident, the compensation will be paid as follows:

3.4.1. In the case of partial incapacity for work, compensation will be 5,000 euros.

3.4.2. In the case of full incapacity for work, compensation will be 10,000 euros.

### 3.5. Death

If the insured person dies while traveling abroad, the following costs will be covered with a compensation limit of up to 10,000 euros:

3.5.1. Costs of burial or cremation.

3.5.2. Costs of transporting the body or urn to Estonia.

The costs must be agreed upon with Seesam in advance, and compensation will be paid to the person who bears the costs.

## 4. MEDICAL ASSISTANCE LIMITATIONS AND EXCLUSIONS

### 4.1. Medical assistance coverage

If the insured person is engaged in dangerous activities or work involving occupational hazards on the trip, medical assistance coverage is only valid if the corresponding insurance coverage is indicated on the policy. Medical assistance coverage is not valid for the activities listed in clause 4.5.2.

### 4.2. Dangerous activities

Medical assistance coverage is valid for the activities listed below only if the policy has the notice of "Dangerous activity". Activities for which this notice is required:

4.2.1. snowboarding, alpine skiing on the marked trails of winter sports centres;

4.2.2. windsurfing or surfing, kite surfing;

4.2.3. weightlifting, powerlifting, ice hockey;

4.2.4. ATV, snowmobile riding;

4.2.5. participating in competitions or training camps as a competitive athlete;

4.2.6. participating in mass sports events, such as a marathon;

4.2.7. participation in hikes lasting longer than three days in uninhabited areas, if a professional guide conducts such hikes; for example, in the desert, jungle, and mountains up to 5,000m above sea level;

4.2.8. participating in military exercises, provided that the exercises do not occur in an area where combat operations, war, or other armed conflicts are occurring.

### 4.3. Occupational hazard

Working in a physically demanding position is considered an occupational hazard, for example:

4.3.1. in construction;

4.3.2. in agriculture;

4.3.3. in the forestry;

4.3.4. in manufacturing;

4.3.5. as a long-distance truck driver;

4.3.6. as a ship worker or fisher.

### 4.4. Terrorism, natural disasters, crisis areas

Medical assistance insurance coverage applies in the event of incidents caused by terrorism, natural disasters, riots, or other crises only if:

4.4.1. the event occurred after the start of the trip;

4.4.2. the insured has taken all reasonable measures to prevent damage.

### 4.5. Medical assistance insurance exclusions

4.5.1. Costs that are not reimbursed under the insurance contract:

4.5.1.1. for planned treatments;

- 4.5.1.2. for avoidable emergency aid (for example, physiotherapy). Unavoidable emergency aid is aid wherein the delay may cause permanent harm to the insured person's health;
- 4.5.1.3. for the treatment of chronic diseases, except for emergency aid in the event of an exacerbation of the disease;
- 4.5.1.4. for the treatment of a disease, the symptoms of which occurred or which was diagnosed before the insurance coverage became valid;
- 4.5.1.5. for alternative treatments or scientifically unproven treatment methods;
- 4.5.1.6. for preventive procedures, e.g., vaccines, unless it is due to an insured event of medical assistance;
- 4.5.1.7. if related to an oncological disease, with the exception of costs up to the initial diagnosis if the initial diagnosis was given during the trip;
- 4.5.1.8. if related to a sexually transmitted disease (including AIDS, HIV), with the exception of costs up to the initial diagnosis if the initial diagnosis was given during the trip;
- 4.5.1.9. for the treatment of illnesses caused by mental disorders (e.g., depression, phobias), excluding costs up to the initial diagnosis if the initial diagnosis was given during the trip;
- 4.5.1.10. if resulting from chemical, biological, or nuclear weapons or attacks;
- 4.5.1.11. if arising from participation in military activities;
- 4.5.1.12. which is related to general exclusions (clause 23).
- 4.5.2. Medical assistance insurance coverage does not apply to the following activities:
  - 4.5.2.1. rock, wall, and mountain climbing, alpinism; alpine skiing or snowboarding outside marked trails,
  - 4.5.2.2. motor sports, air sports (including hang gliding, hot air ballooning);
  - 4.5.2.3. contact sports (wrestling, boxing, judo, MMA, etc.);
  - 4.5.2.4. extreme sports (including skateboarding, bicycle stunts, BMX cycling, downhill, American football, etc.);
  - 4.5.2.5. alpine skiing or snowboarding outside marked trails, slalom, speed, and downhill skiing, freestyle skiing, ski jumping, snowboarding, bobsleighbing;
  - 4.5.2.6. diving to a depth of more than 40 meters;
  - 4.5.2.7. parachute and bungee jumping;
  - 4.5.2.8. sailing on the open sea if a port is not reached at least every seven days; rafting;
  - 4.5.2.9. working while traveling as a police officer, security guard, rescue worker, deminer, miner, diver, stuntman or member of a flight crew.

## 5. INSTRUCTIONS IN THE CASE OF AN INSURED EVENT OF MEDICAL ASSISTANCE

- 5.1. In the case of an insured event, the insured person must contact a qualified doctor and obtain a treatment certificate stating the following:
  - 5.1.1. the time of the onset of the symptoms of the disease;
  - 5.1.2. the diagnosis.
- 5.2. The insured may pay the bills, but in such cases, all documents must be kept for later submission to Seesam. The insured may also contact Seesam or Seesam's claims-handling partner for direct bill payments.
- 5.3. Seesam or its claims-handling partner must be immediately informed about the need for transport to the country of origin, surgery, or hospitalisation, and the corresponding costs must be agreed upon:
- 5.4. If treatment is required in Europe, the insured must present the European Health Insurance Card to the medical institution.

## TRAVEL INTERRUPTION

### 6. INSURED EVENT OF TRAVEL INTERRUPTION

The travel interruption insurance coverage options are basic coverage (6.1), extended coverage (6.2), and voluntary cancellation (6.3). Travel interruption insurance events depend on the travel interruption insurance coverage options specified in the policy. The damage incurred will only be compensated if the corresponding insurance coverage option is indicated in the policy.

#### 6.1. The basic travel interruption coverage includes

- 6.1.1. the illness, accident, or death of the insured, their travel companion, host, or family member (parent, grandparent, child, sister, brother, spouse, life partner);
- 6.1.2. the life-threatening condition or death of the insured's parent, grandparent, uncle, aunt, mother-in-law, father-in-law, sister, brother, child, grandchild, partner's child, daughter-in-law, son-in-law, or other close person;
- 6.1.3. technical failure, theft, traffic accident of the means of transport used for the trip, or bad weather preventing its movement, overbooking, or airspace congestion;
- 6.1.4. a change in the schedule of the means of transport independent of the insured, which was announced during the trip or within 24 hours before the start of the trip and which is not caused by the events listed in clause 6.2;
- 6.1.5. cancellation of a flight ticket before check-in. The cost of changing flight tickets and the increased price of new flight tickets due to the change will be compensated up to 200 euros if the reason for the change is beyond the control of the insured.
- 6.1.6. damage or destruction of the insured person's property located in the country of their permanent residence, due to which their presence is needed;
- 6.1.7. theft of the insured person's luggage (including identity documents) abroad or becoming a victim of another crime, as a result of which the original travel plan cannot be adhered to;
- 6.1.8. remaining the only passenger;
- 6.1.9. unexpected traffic jam. Damage caused by expected traffic jams during rush hour and public events (including sports events, concerts, etc.) will not be compensated.

#### 6.2. Extended travel interruption coverage includes

- 6.2.1. volcanic eruption, hurricane, flood, earthquake, or other natural disaster;
- 6.2.2. an act of terrorism on the travel route that takes place during the trip or within a week before it;
- 6.2.3. evacuation due to a natural disaster, war, or war-like situation, if this situation occurred after the trip. Seesam does not organise evacuation, but compensates for the costs;
- 6.2.4. strike, work stoppage or insolvency of the service provider (except the tour operator);
- 6.2.5. cancellation of an event or business meeting that was the purpose of the trip;
- 6.2.6. change in the departure time of an aircraft or other means of transport after purchasing tickets.
- 6.2.7. in the event of a delay in the departure of an aircraft for more than four (4) hours, expenses incurred abroad for services (meals, drinks, etc.) will be compensated up to 100 euros based on an expense document.
- 6.2.8. illness or accident of a pet belonging to the insured.

#### 6.3. Voluntary cancellation of the trip

- 6.3.1. Voluntary cancellation is the cancellation of the trip by the insured for any reason before or during the trip.
- 6.3.2. In the event of voluntary cancellation, 70% of the costs that the insured person could not use and that the service providers could not refund will be reimbursed. Costs that were added after the cancellation of the trip (for example, return tickets) will not be reimbursed.
- 6.3.3. Insurance coverage for voluntary cancellation is valid if the contract is concluded within two weeks of the booking of the trip or the conclusion of the travel contract in another way.

## 7. COMPENSATION FOR TRAVEL INTERRUPTION

In the case of travel interruption, the cost of unused services (7.1) or additional costs (7.2) related to the insured person will be reimbursed. If the insured person has incurred both the costs of unused services and additional costs at the same time, the costs specified in clause 7.1 or clause 7.2 will be reimbursed under the insurance contract, according to the choice of the insured person.

7.1. The cost of services that were purchased in advance due to the insured event and had to be cancelled due to the insured event, and the insured was unable to get back from the service providers will be compensated, including costs for transport, accommodation, entertainment (e.g., concert tickets, excursions, conferences).

7.2. The cost of accommodation and transport added to the original travel package cost as a result of the insured event to continue the trip or return to the starting point will be compensated. The additional cost will not be compensated if the return trip cost was not paid before the insured event occurred.

7.3. If the travel interruption occurred within 24 hours after leaving the Republic of Estonia, Seesam will compensate for the damage specified in clauses 7.1 and 7.2.

## 8. LIMITATIONS AND EXCLUSIONS OF TRAVEL INTERRUPTION INSURANCE

8.1. Illness (including illness of a pet) whose symptoms appear earlier than the fourth calendar day from the conclusion of the insurance contract is not considered a travel interruption insured event.

8.2. Damage will not be compensated if the injury, symptoms of the disease or illness (including exacerbation of a chronic disease) occurred before the insurance coverage began.

8.3. Damages caused by incomplete or improper documentation (e.g., expired document, lack of visa) are not compensated.

8.4. Damages caused by the authorities' prohibition of the insured person from crossing the state border or the service provider's prohibition of allowing the insured person on board the means of transport are not compensated.

8.5. Damages caused by insufficient time reserve are not compensated. The time reserve is insufficient if

8.5.1. tickets for connecting flights have been purchased separately and the time between flights is less than two (2) hours;

8.5.2. arrival at the airport is planned, regardless of the size and work organization of the specific airport. arrival at the airport must take place at least two (2) hours before departure;

8.5.3. less time was left to complete the route than the time suggested by the map application (e.g., Google Maps), taking into account, among other things, the time of the day.

8.6. Losses resulting from the voluntary cancellation of a trip are not compensated if the client has concluded the insurance contract more than two weeks after booking the trip or concluding the travel contract otherwise.

8.7. Losses are not compensated if they are related to general exclusions (clause 23).

## 9. INSTRUCTIONS IN THE CASE OF AN INSURED TRAVEL INTERRUPTION

9.1. In the event of a travel interruption, the insured must inform the accommodation, transport company, and other service providers as soon as possible.

9.2. In the event of an interruption caused by health problems, the insured must submit to Seesam a medical history or a certificate issued by a doctor stating the time of onset of symptoms and diagnosis.

9.3. If the event is related to the host, the insured must prove that visiting the host was the main part of the trip and submit a letter of explanation from the host regarding the incident.

9.4. If the event is related to the means of transport, the insured must request proof from the transport company of the occurrence of the incident, the reason for it, and the amounts refunded to the insured (e.g., unused airport fees), and submit it to Seesam.

9.5. In all cases, the insured must prove the occurrence and amount of the damage (24.1.3).

9.6. If the accommodation company, transport company, or tour operator offers a replacement service instead of the unused service, Seesam considers the cost of the replacement service to be equal to the unused service, and this part of the damage is not subject to compensation.

## LUGGAGE

### 10. LUGGAGE

All items the insured carries are considered luggage, except those specified in clause 13.2.2.

### 11. INSURED LUGGAGE EVENT

An insured luggage event is:

- 11.1. theft of luggage abroad;
- 11.2. delay of luggage handed over to a transport company for more than four (4) hours, or other situation where the insured person did not have access to the luggage within four (4) hours from the moment when they should have had access to the luggage;
- 11.3. damage or loss of luggage given under the control of the service provider;
- 11.4. damage to luggage during a traffic accident abroad;
- 11.5. damage to the insured person's sports equipment (e.g., skis) during its intended use.

### 12. LUGGAGE COMPENSATION

12.1. In the event of luggage delay, compensation for the purchase of necessary essential goods is 50 euros per day of delay, up to a maximum of five (5) days.

12.2. If the luggage delay significantly hinders the fulfilment of the purpose of the trip (conference, sports competition, concert), the cost of purchasing or renting items necessary for the purpose of the trip (e.g., sports equipment, musical instruments) is compensated with a compensation limit of 30% of the luggage insurance amount based on an expense document.

Electronic devices, watches, cameras, smart devices, and glasses are not considered items needed for the purpose of the trip, nor are items necessary for a vacation.

12.3. If damaged items can be repaired, the repair cost will be compensated.

12.4. If repairing a damaged item is not possible or economically reasonable, the market price of the item at the time of the loss will be compensated.

12.5. If the market price of the damaged item cannot be found, the cost of the item at the time of acquisition will be compensated, minus a depreciation of 15% per year from the date of acquisition. The maximum depreciation is 70%.

12.6. In cases involving suitcases and bags, the insured may not prove the actual amount of the damage and receive compensation of 40 euros in the case of damage or 80 euros in the case it is unusable.

12.7. In the event of theft or the destruction of identity documents, 100 euros will be compensated for their re-application based on a bill.

### 13. LIMITATIONS AND RESTRICTIONS OF LUGGAGE INSURANCE

#### 13.1. Storage requirements

13.1.1. Luggage must be reasonably guarded.

13.1.2. Electronic devices, such as a computer, telephone, or camera, must be under the constant supervision of the insured or in a locked room (e.g., a hotel room) that is inaccessible to unauthorised persons.

13.1.3. Electronics must not be left in the checked luggage unless the transport company prohibits taking them with you.



13.1.4. If leaving luggage in a public place is unavoidable, all reasonable measures must be taken to prevent damage.

13.1.5. Luggage may only be left in a car during the day (6:00–22:00). The car must be locked and the luggage must be in an out-of-sight location.

13.1.6. If the storage requirements are not met, Seesam has the right to reduce the amount of compensation by 50% or refuse to pay compensation.

### **13.2. Exclusions to luggage insurance coverage**

13.2.1. Damage or expenses are not covered:

13.2.1.1. if the item was lost due to leaving it unattended or forgetting it;

13.2.1.2. caused by natural wear and tear, scratches, and damage to the decorative details of the items;

13.2.1.3. caused by contact with liquids in the luggage;

13.2.1.4. caused by a change or delay of the flight in a situation where the insured should not have had access to the luggage;

13.2.1.5. related to arrival in Estonia (except in the case of theft);

13.2.1.6. related to general exclusions (clause 23).

13.2.2. The following items carried by the insured are not subject to compensation:

13.2.2.1. goods, product samples;

13.2.2.2. tools;

13.2.2.3. motor vehicles, including trailers, boats, and their parts;

13.2.2.4. money, jewellery, precious stones, perfumes, glasses, furs;

13.2.2.5. plants, animals;

13.2.2.6. food, drinks;

13.2.2.7. illegal items and irreplaceable items (such as works of art).

## **14. INSTRUCTIONS IN THE CASE OF AN INSURED EVENT OF LUGGAGE**

14.1. If the luggage handed over to a transport company is delayed or damaged, the transport company must be notified of the incident within seven (7) days, proof of the incident must be requested and submitted to Seesam.

14.2. In the event of theft, the police must be contacted, and proof of the theft must be received and submitted to Seesam.

14.3. In the event of damage to the luggage, photographs must be taken of the damaged items, showing the damage and the item as a whole.

14.4. In the event of theft, damage, destruction, or loss of luggage, the purchase documents must be submitted to Seesam, and the market value of the items must be proven.

14.5. Damaged electronic devices (e.g., computers and telephones) must be kept and handed over to Seesam if Seesam wishes to inspect and verify them.

## **LIABILITY**

### **15. INSURED EVENT OF LIABILITY**

The insured event of liability is damage caused by the insured to a third party unlawfully in a foreign country.

### **16. LIABILITY COMPENSATION**

In the event of a liability insurance event, the third party will be compensated for damage to their property or health (including medical expenses and incapacity for work). If necessary, the insured's legal expenses for their defense will be compensated.



## **17. LIABILITY LIMITATIONS AND EXCLUSIONS**

- 17.1. If several persons caused damage to the third party, only that part of the damage caused by the insured will be compensated.
- 17.2. The contract does not compensate for liability damage that is:
- 17.2.1. caused to the insured themselves or a member of their family;
  - 17.2.2. caused by a source of greater danger, including a motor vehicle;
  - 17.2.3. related to the deductible of a rental vehicle;
  - 17.2.4. caused in the performance of official duties or the course of economic activities;
  - 17.2.5. caused in sports competitions or the course of preparation for such;
  - 17.2.6. compensated or agreed to compensate by the insured without agreement with Seesam;
  - 17.2.7. damage caused to property in the insured's possession, rented, lent, or otherwise made available to the insured.
  - 17.2.8. caused by vibration, heat, smell, radiation, light, smoke, soot, dust, steam, humidity, gas, or other similar long-term factors;
  - 17.2.9. caused by bribery, slander, acting without authority, and similar activities;
  - 17.2.10. related to the general exclusion (clause 23).

## **18. INSTRUCTIONS IN THE CASE OF AN INSURED LIABILITY EVENT.**

- 18.1. In the case of an insured liability event, the insured must submit the injured party's claim for compensation, their own explanatory letter about the occurrence of the event, and other documents proving the claim for compensation and the amount of the damage.
- 18.2. The insured must not agree to compensate for damage before it has been agreed with Seesam in a form that can be reproduced in writing (17.2.6).

## **RENTAL CAR DEDUCTIBLE**

### **19. INSURED RENTAL CAR DEDUCTIBLE EVENT**

- 19.1. The insured event is the theft, robbery, destruction, or damage of a passenger car rented by the insured during the trip, as a result of which the insured is obliged to pay the deductible in accordance with the rental agreement.

### **20. RENTAL CAR DEDUCTIBLE INSURANCE BENEFIT**

- 20.1. In the case of an insured event, the damage caused to the rental car by the insured will be compensated to the extent of the deductible specified in the rental agreement, but not more than the sum insured of the rental car deductible insurance specified in the policy.

### **21. INSTRUCTIONS IN THE CASE OF AN INSURED RENTAL CAR DEDUCTIBLE EVENT**

- 21.1. Inspect and take pictures of the car upon receipt and handover. In the event of damage, these must be documented and recorded in the rental agreement or photos.
- 21.2. In the event of damage to the rental car, the rental company must be contacted immediately, the incident must be reported, and the instructions received must be followed. In the event of theft or robbery, the police must be contacted.
- 21.3. In the case of an insured event, the damage must be documented with the rental company, and the rental company's confirmation of the deductible for comprehensive insurance must be submitted.

21.4. To receive compensation, a copy of the rental agreement, a claim submitted by the rental company for payment of the deductible, and confirmation of payment of the claim must be submitted to Seesam.

## 22. EXCLUSIONS FROM RENTAL CAR DEDUCTIBLE INSURANCE

### 22.1. Expenses are not compensated under the insurance contract if:

- 22.1.1. the driver of the vehicle did not have a valid driving license in the country where the insured event occurred;
- 22.1.2. the lessor did not have a valid comprehensive insurance contract;
- 22.1.3. the vehicle was used in competitions, racing, on a road unsuitable for driving, for example, off-road, in water, on an unofficial ice road, etc;
- 22.1.4. the damage falls under the general exclusions (clause 23).

## OTHER

### 23. GENERAL EXCLUSIONS

Regardless of the insurance coverage chosen, no compensation will be paid for damage or expenses:

- 23.1. which are related to circumstances known, foreseeable, or generally known to the insured at the time of concluding the contract or booking the trip;
- 23.2. which occurred before the insurance premium is paid;
- 23.3. which have not arisen as a result of an insured event;
- 23.4. which are not listed as compensation (for example, non-pecuniary damage, daily allowance, indirect costs);
- 23.5. if the policy does not indicate the relevant insurance coverage;
- 23.6. which occur outside the area of validity or period of validity;
- 23.7. which exceed the sum insured or the compensation limit;
- 23.8. which are not documented;
- 23.9. which the insured would have had to bear even if the insured event had not occurred;
- 23.10. which are intentionally caused by the insured;
- 23.11. which are caused or contributed to by the insured's state of intoxication, drugs, or behaviour-altering medicines or other substances;
- 23.12. which has been contributed to or caused by the insured's psychological disorders, including depression, anxiety disorders, burnout, stress reaction, etc;
- 23.13. which has been directly or indirectly caused by war, civil war, coup d'état;
- 23.14. which is related to the activities of the authorities;
- 23.15. if an international sanction imposed by the Government of the Republic of Estonia, the United Nations, the European Union, the United Kingdom or the United States of America is applied to the recipient of the payment or a person related to them.

## 24. RIGHTS AND RESPONSIBILITIES OF THE PARTIES, LOSS ADJUSTMENT

### 24.1. Responsibilities of the policyholder and the insured

- 24.1.1. When entering into an insurance contract, the policyholder must convey to Seesam complete and truthful information on all pertinent facts that might affect the contract. The responsibility to inform is also in effect if the policyholder assumes that the information is already known to Seesam.
- 24.1.2. The policyholder must introduce and explain the responsibilities derived from the insurance contract to

24.1.3. the insured individuals. It is assumed that the policyholder has introduced and explained the responsibilities derived from the insurance contract to the insured individuals. The policyholder is deemed to be identified with the insured individual.

24.1.4. It is the responsibility of the insured to document the occurrence of the insured event and the extent of the damage in a form that is reproducible in writing (i.e. certifications, e-mails, receipts, photos, screenshots, witness statements).

24.1.5. The insured must provide Seesam with accurate and complete information.

24.1.6. The insured and/or policyholder is/are obligated to return benefit compensation to Seesam if factors negating the compensation come to light after it has been disbursed or if the loss has been covered by a third party.

24.1.7. The insured is obligated to permit Seesam to receive information regarding all types of personal information in the event that such is necessary to determine the fulfilment of Seesam's responsibilities. If the aforementioned responsibility is not fulfilled, Seesam has the right to deny the claim.

## 24.2. Seesam's responsibilities

24.2.1. Seesam is obligated to fulfil the responsibilities derived from the law and the contract in good faith.

24.2.2. Seesam is obligated to resolve claims as quickly as possible, but not later than one month after receiving the necessary data and documents.

## 24.3. Rights of the insured and the policyholder

24.3.1. In order to defray administrative costs arising from the insured event (i.e. telephone calls, translation, data transmission), the insured has the right to demand compensation from Seesam up to 100 Euros.

24.3.2. The policyholder and the insured have the right to receive a decision regarding the approval or denial of the claim.

## 24.4. Seesam's rights

24.4.1. Seesam has the right to direct the insured to seek compensation from the Estonian Health Insurance Fund or other party which has caused loss or damage.

24.4.2. When a claim regarding damaged property is approved, the ownership rights to the damaged property transfer to Seesam as well as claims on the party that caused the damage. If the insured does not surrender the damaged property to Seesam, then Seesam has the right to deduct the value of the damaged property from the compensation.

24.4.3. Seesam has the right to reduce the compensation, deny the claim, or demand the return of the compensation if it comes to light that the insured was in breach of requirements of the contract or did not present accurate information to Seesam.

24.4.4. Seesam has the right to hold negotiations with third parties on behalf of the insured.

24.4.5. Seesam has the right to collect on loss adjustment expenses which are not justified or not associated with the insured event.

24.4.6. If the sanctions established by the Republic of Estonia, the United Nations, the European Union, Great Britain or the United States of America directly or indirectly inhibit the provision of the insurance service based on the respective insurance contract, Seesam has the right to cancel the insurance contract unilaterally and without prior notice.

## 24.5. Loss adjustment

24.5.1. A damage claim must be filed with Seesam along with all documents that Seesam needs for handling the claim no later than one month after the end of the trip.

24.5.2. If it is not possible to ascertain the portion of the loss is connected to the insured, then compensation shall be paid in proportion to the insured's share among the number of the service's users (incl. children).

24.5.3. In order to resolve conflicts, the parties have the right to turn to the arbitration department of the Estonian Insurance Association or to the courts in accordance with the appropriate laws and conditions. The Financial Supervision Authority does not resolve contract-based conflicts between the insurer and the policyholder.