

# Seesam's travel insurance terms and conditions

## 1/2016

Effective as of 01.04.2016

### 1 INSURANCE CONTRACT

2. **Insurance contract** means a written contract between the insurer Seesam Insurance AS (hereinafter Seesam) and the **policyholder** on the basis of which the policyholder undertakes to pay insurance premiums on time and Seesam undertakes, upon an insured event, to indemnify for loss in accordance with the insurance contract. The insurance contract (hereinafter the contract) shall consist of an insurance policy (hereinafter the policy) and these terms and conditions.
3. **Insurance cover** means Seesam's obligation limited by the terms and conditions of the contract to pay insurance indemnity upon an insured event or perform the contract in any other agreed manner.
4. Insurance cover options include medical treatment, trip cancellation, and luggage and liability insurance. The insurance cover options chosen by the policyholder shall be indicated in the policy.
5. **Insured event** means an event determined in these terms and conditions, upon the occurrence of which Seesam has to perform its obligation arising from the contract.
6. Insured person or **the insured** means a natural person, whose risk is insured. The insured person shall be indicated by name in the policy.
7. **Trip** means the temporary stay of the insured person outside the Republic of Estonia. In the case of recurring travel insurance effective for one year, the length of one trip may be up to 60 days.
8. **Sum insured** means the maximum amount subject to disbursement per trip. Sums insured are indicated in the policy in terms of insurance covers.
9. The sum insured applies to each insured person separately. In the case of family travel insurance, a joint insured sum of luggage and liability insurance applies to the family.
10. **Indemnity limit** means the amount defined in the terms and conditions in the case of which the maximum indemnity is different from the sum insured.
11. **Insurance indemnity** means the amount of money to be paid as compensation for the loss suffered as a result of an insured event.
12. The insurance cover is effective only in the territory and during the **insurance period** indicated in the policy. In the Republic of Estonia, only trip cancellation insurance cover is effective.
13. The insurance contract shall be deemed as entered into if the parties have reached an agreement on the essential terms and conditions of the contract. The entry into the contract shall be certified by a policy and the date of entry into the contract shall be deemed to be the date of issue of the policy as indicated in the policy.
14. The trip cancellation insurance cover shall be effective from the date of entry into the contract.  
**Exception:** the date of entry into force of the insurance cover for the cancellation of trip caused by illness shall be indicated in the policy separately.
15. Upon entry into the contract, the policyholder shall present to Seesam true and complete information on all relevant facts that may affect Seesam's decision to enter into the contract. The notification obligation shall also apply if the policyholder presumes that the fact is already known to Seesam.
16. The policyholder shall undertake to introduce the terms and conditions of the contract to the insured persons. Failure by the insured person to fulfil the requirements of the contract shall be deemed to constitute a breach of the contract by the policyholder.
17. Seesam shall have no obligation to pay insurance indemnity if an insurance premium has not been paid by the moment the insured event occurs.
18. The insurance period shall cover the entire period of time during which the insured person is away from Estonia. In the case of a special agreement and if the policy contains such an indication, the insurance period may be different from that specified above.
19. If the return to the Republic of Estonia is behind schedule due to a reason independent of the insured person, the insurance contract shall be extended by two days.

20. The contract shall expire upon expiry of the insurance period, by agreement between the parties or in other cases provided for in law or in the contract.
21. Upon the occurrence of an insured event, either party may cancel the contract by notifying thereof no later than one month in advance after Seesam has made a decision concerning the indemnification for the loss.
22. Any notices concerning the contract shall be sent in a format that can be reproduced in writing.
23. In case of a discrepancy of these terms and conditions in various languages, the Estonian version takes precedence over any other language.

## 2 MEDICAL TREATMENT

- 2.1. Insured events covered by medical treatment insurance include:
  - 2.1.1. unexpected acute illness of the insured person, whose symptoms appear for the first time during the trip and whose treatment requires that the insured person be provided with emergency medical care in a foreign country;
  - 2.1.2. an accident that has occurred to the insured person. Accident means a sudden bodily injury that has been caused during the trip by external circumstances and independently of the will of the insured person and has caused damage to health for which the insured person needs emergency medical care in a foreign country;
  - 2.1.3. death of the insured person in a foreign country.

### Indemnities under medical treatment insurance

- 2.2. In the case of an insured event of medical treatment insurance, the following costs shall be indemnified if they are related to an illness which started or an accident which occurred during the trip:
  - 2.2.1. necessary outpatient and inpatient emergency treatment costs in a foreign country;
  - 2.2.2. costs of necessary and reasonable tests requested by a doctor and carried out in a foreign state in order to diagnose or treat the illness;
  - 2.2.3. costs of medicinal products prescribed by a doctor in a foreign country;
  - 2.2.3. necessary and reasonable transportation and overnight accommodation costs incurred in a foreign country with regard to the receipt of medical care;
  - 2.2.4. reasonable transportation and overnight accommodation costs incurred in the case of illness or injury of the insured person and their medical escort (doctor, nurse) to return

to Estonia if such costs have been approved by Seesam in advance and, due to the illness, it is not possible to use the planned transport; In addition to the aforesaid, round trip transportation costs of one escort shall be indemnified in the amount of up to 1,000 euros if this is necessary, reasonable and has been approved by Seesam;

- 2.2.5. medical treatment costs of the relapse of a chronic disease in the amount of up to 1,500 euros per insured person and contract provided that the relapse was not medically predictable and travel was not contraindicated.

**Exception:** The aforesaid limitation shall not apply if the condition of the insured person is life-threatening. By chronic disease Seesam means the state of health or organism which is by its nature recurrent, constant or long-term;

- 2.2.6. reasonable costs incurred in buying the medical equipment prescribed by a doctor in a foreign country, if these have been approved by Seesam in advance;
- 2.2.7. cost of emergency dental care in a foreign country in the amount of up to 200 euros per trip;
- 2.2.8. costs in the amount of up to 1,500 euros per trip, incurred in a foreign country in connection with an unexpected pregnancy-related complication occurring before the 28th week of pregnancy.

**Exception:** The aforesaid limitation shall not apply if the complication of pregnancy arose due to an accident (clause 2.1.2);

- 2.2.9. in the case of death of the insured person, the transportation costs of the dead body or ashes to the Republic of Estonia or funeral expenses in a foreign country in the amount of up to 6,500 euros.

### Exclusions under medical treatment insurance

- 2.3. No indemnification shall be paid for the loss and costs:
  - 2.3.1. which exceed(s) the limit of emergency medical treatment or is/are not necessary for returning to Estonia;
  - 2.3.2. which is/are related to prophylactic examination, vaccination or other preventive activities;
  - 2.3.3. which is/are related to sexually transmitted diseases, AIDS, or diseases caused by HIV.
- 2.3.4. which is/are related to oncological illnesses.

**Exception:** If such illnesses are diagnosed for

the first time, necessary costs shall be covered until the diagnosis is made;

- 2.3.5. which is/are related to beauty salon services, tattoos, rehabilitation, plastic or cosmetic treatments or their consequences;
- 2.3.6. which is/are related to the use or consequences of alternative treatment methods;
- 2.3.7. which is/are subject to indemnification on the basis of the health insurance system, other health insurance contract or law;
- 2.3.8. which is/are related to planned treatment, incl. dental care;
- 2.3.9. which is/are related to the procedures and health services not prescribed by a doctor;
- 2.3.10. which is/are related to the purchase of prosthetics, prosthetic, orthopaedic, hearing, visual and other similar aids, unless they are related to an insured event to be indemnified under the medical treatment insurance and the costs have been approved by Seesam in advance;
- 2.3.11. which is/are related to the purchase of medicinal products not prescribed by a doctor;
- 2.3.12. which is/are caused by the fact that the insured person failed to follow or violated the doctor's orders or failed to apply all reasonable measures in order to reduce the loss and expedite healing;
- 2.3.13. in connection with the provisions of the general exclusions (clause 6).

#### **Additional covers of medical treatment insurance**

- 2.4.. If the insured person is engaged in a foreign country in the activities listed below, the policy shall contain the indication "**Dangerous hobby**" in order for the medical treatment cover to apply:
  - 2.4.1. alpine skiing, snowboarding or snowmobile riding in winter sports centres on marked trails;
  - 2.4.2. hobby diving to depths of more than 10 metres and up to 40 metres, having undergone the corresponding training and holding a licence (if the insured person does not have a licence, the insurance cover shall not apply), water sports for which a motor vehicle is used; wakeboarding;
  - 2.4.3. participation in hikes (to the altitude of up to 5,000 metres) meant for tourists and lasting for more than three consecutive days. The insurance cover shall apply provided that the hike takes place on trails prepared and marked to this end, where safety and first aid are ensured and if no special equipment is used in the course of the hike and the itinerary does not include any glaciers or ravines, mountain tops or rapids with categories;

- 2.4.4. in the case of the following activities: strength sports (weight- or powerlifting), ice hockey, gliding, ATV riding, hot air ballooning;
  - 2.4.5. participation as a competitive athlete in a training camp or in league championships, other championships, international competitions, the Olympic games, etc. competitions (except for draughts, chess and other areas non-physical sports);
  - 2.4.6. participation in military exercises provided that they are not held in crisis areas.
- 2.5.. If the insured person works in a foreign country as a long-distance lorry driver, builder or ships crew member or performs another physical work (incl. as a worker of metal industry, forestry or other manufacturing industry), the policy shall contain the indication "Dangerous job" in order for the medical treatment cover to apply.
  - 2.6.. Loss shall not be indemnified if the insured event occurred as a result of the activities specified in clauses 2.4 and 2.5, but the policy contains no indication of additional insurance cover.

#### **Activities excluded**

- 2.7. Medical treatment cover shall not apply to the activities listed below:
  - 2.7.1. alpinism, ice climbing, rock climbing, wall climbing, mountaineering, etc. fields;
  - 2.7.2. engaging in winter sports outside the marked trails of winter sports centres;
  - 2.7.3. motor sports;
  - 2.7.4. air sports, gliding, hang-gliding, riding on an ultra-light or amateur-built aircraft;
  - 2.7.5. parachute and bungee jumps;
  - 2.7.6. underwater sports, incl. diving deeper than 40 metres;
  - 2.7.7. extreme sports (downhill biking, free-riding, bike and skateboard tricks, speed skiing, heliskiing, rafting, kite- and surfboarding, etc.);
  - 2.7.8. contact sports (incl. judo, boxing, Thai boxing, kickboxing, MMA, etc.);
  - 2.7.9. expeditions and hikes on unmarked trails without a professional guide;
  - 2.7.10. ocean sailing (a port will not be reached within a week);
  - 31.0.43. participation in any military operation or performing any work or holding any position where the insured person carries or uses weapons;
  - 2.7.11. staying in a crisis area as an observer, staff employee, medical worker, or a journalist, or for other similar reasons;
  - 2.7.12. working as a miner, fisherman, policeman,

mine clearance expert, security guard, rescue worker, stuntman, diver or crew member;

- 2.7.13. engaging in any other sports events, hobbies or activities comparable to those specified above in the course of which the risk of sustaining bodily injuries, falling ill or dying is higher than usual.

### 3 TRIP CANCELLATION

- 3.1. An insured event under trip cancellation insurance is an event where the insured person incurs the loss specified in clause 3.5 in the form of unused services or added costs for the following reasons:
- 3.1.1. illness, accident or death of the insured person, their child or partner/spouse or illness, accident or death of the parent, grandparent, uncle/aunt or grandchild who is the insured person's travelling companion;
  - 3.1.2. life-threatening condition or death of the insured person's parent, grandparent, uncle, aunt, mother-in-law, father-in-law, sister, brother, child, grandchild, unmarried partner's child, daughter-in-law or son-in-law;
  - 3.1.3. theft or technical failure of the means of transport to be used for the trip by the insured person or involvement of the means of transport in an accident or weather conditions that hinder the movement thereof, overbooking or congestion of the sky;
  - 3.1.4. damage caused to the insured person's property located in their country of permanent residence, due to which their presence is necessary;
  - 3.1.5. the insured person remains the only traveller if the rest of the insured person's travelling companions do not go on the trip or return from the trip earlier due to an insured event, provided that all the members of the travelling group have entered into an insurance contract with Seesam which includes trip cancellation cover;
  - 3.1.6. theft of documents (e.g. ID card, passport) in a foreign country.

#### Additional trip cancellation insurance

- 3.2. If the policy contains the indication "Additional trip cancellation insurance", an insured event is an event where the insured person incurs the loss specified in clause 3.5 in the form of unused services or added costs for the following reasons:
- 3.2.1. change in the timetable of the means of transport that occurred for a reason independent of the insured person;
  - 3.2.2. cancellation of the work-related or public event (e.g. concert, conference, sports event)

that was the purpose of the trip;

- 3.2.3. late arrival of or damage to the luggage granted to the possession of a transport company;
- 3.2.4. an unexpected traffic jam;
- 3.2.5. a natural disaster.

#### Insurance of emergency situations of trip cancellation

- 3.3. If the policy contains the indication "Emergency situation insurance", an insured event is an event where the insured person incurs the loss specified in clause 3.5 in the form of unused services or added costs for the following reasons:
- 3.3.1. interruption of work, strike or insolvency of the service provider (except for the tour operator or the intermediary of the package travel);
  - 3.3.2. an act of terrorism that occurred during the trip or within 24 hours before the beginning of the trip in the region that the insured person intended to pass while on the trip and that may directly affect their travel plans or constitute a threat to their life or health. Seesam shall deem an act of terrorism to be a violent or another illegal act committed for political, religious or ideological motives. Seesam shall not organise evacuation of the insured person;
  - 3.3.3. cancellation of the entire package travel at the request of the insured person no later than 24 hours before the beginning of the trip. The insured person shall inform Seesam, the tour operator, airline and other travel service providers of the cancellation of the trip. Upon cancellation at the request of the insured person, 70% of the non-refundable costs of the trip shall be indemnified.
- 3.4. The "Emergency situation insurance" extension shall apply if it has been bought no later than within 7 days after booking the trip, but not less than 14 days before the beginning of the trip.

#### Indemnities under trip cancellation insurance

- 3.5. In the case of an insured event of trip cancellation insurance, one of the following options, as chosen by the insured person, shall be indemnified:
- 3.5.1. costs of unused services (incl. accommodation and transport) of a booked and paid trip; or
  - 3.5.2. reasonable costs of transport and accommodation that were added to the initial package travel in order to continue or return from the trip and costs of other unused services. In such a case the costs of unused transport or accommodation shall not be indemnified.
- 3.6. If, due to an insured event, the insured person cancelled the trip within the first 24 hours no later than in the first transit point, the cost of the entire packa-

ge travel and the added costs for returning shall be indemnified.

### **Exclusions under trip cancellation insurance**

- 3.7. Loss shall not be indemnified if:
- 3.7.1. the symptoms of the illness that caused the cancellation of the trip appeared before the date of entry into force of the insurance cover for the cancellation of trip caused by illness as indicated in the policy;
  - 3.7.2. it is related to inadequately formalised travel documentation;
  - 3.7.3. the travel schedule has been planned incorrectly. Seesam shall deem a trip as incorrectly planned if in the case of separately bought tickets the interval between the flights is less than 2 hours;
  - 3.7.4. the pre-purchased services were not used due to the arrival of the charter flight behind schedule;
  - 3.7.5. it is connected with the general exclusions (clause 6).

## **4 LUGGAGE**

- 4.1. Luggage means the personal effects that the insured person has taken with them on the trip and that they have purchased during the trip.
- 4.2. Valuables in the luggage shall be deemed to include: Electronic equipment (e.g. photographic and video equipment, telephone, computer, tablet computer and their accessories, etc.) and identity documents. Requirements for the storage of valuables are set out in clause 4.8.
- 4.3. The following shall not be considered luggage and shall not be covered by insurance: Commodities, product samples, non-fungible things (e.g. photographs, art, antiques, etc.), software and databases; money, securities, tickets and other documents (except for identity documents); motor vehicles, trailers, caravans, boats and their parts; food, beverages; plants, seeds; animals, birds, fish; precious metal objects, precious and semi-precious stones, fur, watches, sunglasses; diving and kiteboarding equipment and clothing; medicinal products, tobacco products and accessories, illegal items.
- 4.4. Insured events under luggage insurance include:
  - 4.4.1. the luggage granted to the possession of a transport company arrives in a foreign country at least four hours later than scheduled;
  - 4.4.2. deviation from the travel schedule as a result of which the insured person cannot use the items in their luggage for at least four hours;
  - 4.4.3. theft or robbery of luggage;

- 4.4.4. loss or destruction of or damage to luggage which was left under the supervision of a transport company or accommodation establishment. Luggage is considered to be lost if the transport company or accommodation establishment has declared the luggage as ultimately lost and has issued a corresponding certificate;
- 4.4.5. damage to or destruction of luggage as a result of a traffic accident.

### **Additional luggage insurance cover**

- 4.5. If the policy contains an indication about additional luggage insurance cover, the following shall also constitute an insured event:
  - 4.5.1. late arrival or theft of the items or clothes necessary for the purpose of the trip or if they become unfit for use;
  - 4.5.2. another event that is independent of the insured person and damages the luggage, taking into account the exclusions of luggage insurance (4.9, 4.10) and general exclusions (clause 6).

### **Luggage insurance indemnities**

- 4.6. Losses to be indemnified upon an insured event of luggage insurance:
  - 4.6.1. upon late arrival of luggage (4.4.1) and in the event described in clause 4.4.2, the costs incurred upon purchasing essential articles in a foreign country shall be indemnified in the amount of up to 30 euros a day, but not more than 120 euros per event. In the case of family insurance, up to 60 euros a day and in total maximum 240 euros per event shall be indemnified;
  - 4.6.2. upon damage to luggage, repair costs shall be indemnified if it is technically possible and economically reasonable to repair the luggage;
  - 4.6.3. upon theft, robbery, loss or destruction of luggage (4.4.3, 4.4.4, 4.4.5, 4.5.2), the indemnity shall be calculated on the basis of the purchase price of the item from which a depreciation of 15% per year as from the acquisition shall be deducted. The total depreciation per item is maximum 70%;
  - 4.6.4. if a suitcase or bag is damaged to the extent that allows reinstatement and the insured person does not submit a document that certifies the reinstatement cost, Seesam shall presume that the reinstatement costs of the suitcase or bag are 30 euros;
  - 4.6.5. if a suitcase or bag is damaged to the extent that does not allow reinstatement and the insured person does not submit a document

that certifies the purchase price of the suitcase, Seesam shall presume that the amount of damage is 60 euros;

- 4.6.6. upon theft or robbery of an identity document, the direct costs of formalisation of the documents shall be indemnified in the amount of up to 100 euros;
- 4.6.7. if the policy contains an indication about additional luggage insurance cover, the expenses incurred upon leasing or acquiring items essential for the purpose of the trip shall also be indemnified at the rate of up to 50% of the purchase price, but not more than 300 euros in total.
- 4.7. The insurance indemnity payable for one item shall be a maximum of 50% of the luggage insurance indemnity limit, unless otherwise agreed with Seesam and the policy contains a relevant indication.

#### **Requirements for storage of luggage**

- 4.8. The insured person shall be obliged to fulfil the following requirements for the storage of luggage:
  - 4.8.1. any valuables in luggage must be under constant and direct supervision of the insured person, i.e. they may not be placed in the general luggage compartment (luggage that is checked in) or luggage van of a means of transport (plane, coach, train, ship, etc.); in a place of accommodation, valuables shall be kept in a safe or another locked storage room; they may not be left unattended in the car;
  - 4.8.2. it is prohibited to leave luggage unattended in public places, tents, balconies, boats; in a visible place in a vehicle, i.e. on a load-carrying platform, in the luggage compartment or passenger compartment or in any other unsafe place;
  - 4.8.3. when leaving a vehicle or a place of accommodation, all the windows, hatches and openings must be closed, the vehicle or place of accommodation must be locked, all keys and remote controls must be removed and security devices, if any, must be switched on;
  - 4.8.4. it is prohibited to leave luggage in the vehicle or trailer overnight, i.e. from 22:00 to 06:00;
  - 4.8.5. if bicycles, snowboards, skis or other sports equipment must be left outside or in a public place unattended, they must be locked onto a special holder or any other relevant clamping device/fastening rack.

#### **Exclusions of luggage insurance**

- 4.9. Seesam shall have the right to reduce or not to pay indemnity if the insured person has not fulfilled the requirement for the storage of luggage as set out in clause 4.8.

4.9. No indemnification shall be paid for the loss and costs:

- 4.9.1. caused by or incurred due to the fact that luggage or an item was lost or left behind;
- 4.9.2. caused by or incurred due to normal wear and tear of the luggage (e.g. scratches, damage to decorative elements, etc.);
- 4.9.3. caused by or incurred due to items being damaged by coming into contact with sharp objects, liquids, or caustic or staining substances in the luggage;
- 4.9.4. caused by or incurred due to weather conditions or natural phenomena in normal conditions, unless luggage has been left in the possession of a service company;
- 4.9.5. caused by or incurred due to damage to or destruction of the luggage under personal supervision of the insured person;
- 4.9.6. connected with the general exclusions (clause 6).

## **5 LIABILITY INSURANCE**

- 5.1. Liability insurance shall cover personal injury or property damage that the insured person or their child of up to 18 years of age has caused by unlawful action to a third party while being on a trip and in respect of which the insured person bears civil liability. Third party means a person other than Seesam, the policyholder or the insured person.
- 5.2. Civil liability means legal liability for breach of an obligation or for unlawful causing of loss and in case of such liability civil law remedies shall be implemented.
- 5.3. The costs to be indemnified in the case of personal injury shall include reasonable medical treatment costs (clause 2.2), loss arising from temporary and permanent incapacity for work, pension, funeral expenses, costs of legal assistance.
- 5.4. Indemnification shall be paid for court expenses that are related to an event of liability insurance and that the insured person has been ordered to pay by a court judgment. Likewise, indemnification shall be paid for the necessary costs of legal assistance that are related to an event of liability insurance and have been approved by Seesam. Seesam shall not indemnify for costs arising from disagreement of the insured person with a decision of Seesam.
- 5.5. If several persons are liable for causing the same loss, only the portion of the total loss which corresponds to the liability of the insured person shall be indemnified, but not more than the indemnity limit.
- 5.6. Serial loss, which is in a direct cause-and-effect relationship with the same event, is regarded as

one insured event independent of the time the loss became apparent.

- 5.7. No indemnification shall be paid for the loss and costs:
- 5.7.1. caused to one another by the persons who travel together or the loss and costs that the insured person has caused to themselves;
  - 5.7.2. arisen to the property possessed, leased, borrowed or otherwise used by the insured person;
  - 5.7.3. for the causing of which the insured person is liable as the owner or possessor of a building or an apartment;
  - 5.7.4. for which the insured person is liable on the basis of a contract or guarantee;
  - 5.7.5. caused by animals belonging to or in the care of the insured person;
  - 5.7.6. arisen from using motorised land vehicles, watercraft and aircraft;
  - 5.7.7. arisen due to air, land or water pollution;
  - 5.7.8. arisen in the course of the performance of the insured person's duties or in the course of their business activities;
  - 5.7.9. arisen in the course of a fight;
  - 5.7.10. consisting in purely economic losses, i.e. losses not directly related to personal injury or property damage;
  - 5.7.11. subject to indemnification under other liability insurance contracts;
  - 5.7.12. arisen in the course of sports competitions or preparatory training therefor;
  - 5.7.13. arisen in connection with penalties, interest or default interest.

## 6 GENERAL EXCLUSIONS

No indemnification shall be paid for the loss and costs:

- 6.1. which the insured person should have borne even if no insured event had occurred;
  - 6.2. related to a fact known or foreseeable by the insured person or a generally known fact at the moment of entering into the contract or booking the trip;
  - 6.3. not caused by an insured event;
  - 6.4. exceeding the sum insured and the indemnity limits agreed on in the contract;
  - 6.5. caused by the insured person's intentional activity, gross negligence, unlawful act or breach of the obligations specified in the contract or disregard of orders of public authorities and service providers;
  - 6.6. arisen as a result of epidemics or natural disasters (except for 3.2.5) and which was/were generally known before the trip or which was/were arisen upon travelling to a region that the Ministry of Foreign Affairs of the Republic of Estonia has recommended to avoid;
- 6.7. caused by war, civil war, revolts, riot, mass disorders, revolution, terrorism (except for 3.3.2), invasion or another comparable event;
  - 6.8. caused by nuclear reaction, nuclear radiation, nuclear material, weapons or waste;
  - 6.9. caused by the acts or omissions of public authorities (e.g. airport security checks, customs inspections, etc.);
  - 6.10. caused by a strike, interruption of work, insolvency, bankruptcy or contractual activity or liability of a third party (except for 3.3.1);
  - 6.11. related to giving birth, premature birth, a newborn child, abortion, artificial insemination, infertility treatment or prevention of pregnancy or complications and consequences thereof;
  - 6.12. caused by a state of intoxication, consumption of narcotic, toxic or psychotropic substances or consequences thereof as well as consumption of medicinal products that affect the conduct and were not prescribed by the treating physician or to which the aforesaid has contributed;
  - 6.13. caused by mental disorders, incl. depression, stress reaction, phobias, diagnostics or treatment of psychiatric or psychoneurological diseases or to which the aforesaid has contributed;
  - 6.14. such as non-proprietary damage, loss of profit, penalties, time loss, daily allowance or other indirect costs;
  - 6.15. costs of food and beverages that were added to the initial package travel;
  - 6.16. subject to indemnification under compulsory insurance;
  - 6.17. related to the costs of repair, storage or return of the means of transport;
  - 6.18. caused by a fight initiated by the insured person.

## 7 CONDUCT UPON INSURED EVENT

Upon occurrence of an insured event, the insured person shall be obliged to:

### Event of medical treatment

- 7.1. turn to a licensed doctor or medical institution and take a certificate of the treatment provided which sets out the time of the first appearance of the illness as well as the diagnosis and submit it to Seesam;
- 7.2. immediately inform Seesam or Seesam's loss adjustment partner of repatriation, need for hospitalisation or surgery and have the extent of treatment approved;

**Event of trip cancellation**

- 7.3. immediately inform the tour operator, transport company and accommodation establishment about any circumstances that prevent the insured person from going on the trip and reduce possible costs;
- 7.4. submit to Seesam a medical certificate that certifies the beginning of the illness and the diagnosis if the reason for the cancellation of the trip is related to a health problem;
- 7.5. ask from the airline or another transport organiser for a certificate setting out the reason for and time of the event, the compensation paid to the insured person and other circumstances;
- 7.6. submit to Seesam photographs and/or witnesses' explanations that certify the event if it is not possible to obtain other evidence;
- 7.7. certify damage to the property located in the place of permanent residence and the need for the insured person's presence;
- 7.8. submit to Seesam the certificates that confirm that the insured person has remained the only travelling companion and certify the common route, for example tickets, package travel;
- 7.9. in the case of a traffic jam, certify the occurrence thereof;

**Event of luggage insurance**

- 7.10. ask, for the submission to Seesam, from the accommodation establishment or transport company in whose possession the damage to luggage occurred for a written certificate about the occurrence and circumstances of the loss;
- 7.11. in the case of luggage that was damaged while being in the possession of an airline, submit to Seesam a corresponding certificate (e.g. Damage report) issued by the airline, bag tag and copies of plane tickets. At the request of Seesam, originals of the aforesaid documents shall be submitted;
- 7.12. submit to Seesam a list of the items acquired or lost/damaged and acquisition documents thereof;
- 7.13. send to Seesam photographs of the damaged items where the extent of the damage, the size of the item, the acquisition company and any other important details for the identification thereof are visible;
- 7.14. retain the damaged valuables until Seesam has determined the amount of loss and, if necessary, allow Seesam to inspect the damaged items and assess the damage;

**Event of liability insurance**

- 7.15. in the case of an insured event covered by liability insurance, take a letter of explanation from the injured party and the person who caused the loss, claim

for indemnification and other evidence documents that confirm the occurrence of an insured event and submit these to Seesam;

**Upon every event**

- 7.15. certify the occurrence of an insured event and the amount of loss;
- 7.16. submit to Seesam a written request for indemnification along with the documents that certify the occurrence of the insured event and the amount of loss arisen within no later than one month of the end of the trip. The request for indemnification along with the documents may be submitted at [www.seesam.ee](http://www.seesam.ee);
- 7.17. retain the original documents that certify costs and, if necessary, submit these to Seesam;
- 7.18. ask for compensation from the person who caused the loss;
- 7.19. submit the information and documents about the circumstances of the insured event, the amount of loss and occurrence thereof as requested by Seesam;
- 7.20. register the offence (theft, robbery, etc.) and traffic accident in a law enforcement authority of the country where the loss occurred.

**8 INDEMNIFICATION FOR LOSS**

- 8.1. After the occurrence of an insured event, Seesam may demand from the policyholder and the insured person information necessary for the establishment of the contract performance obligation and additional documents, including request access to sensitive personal data.
- 8.2. The insured person shall provide Seesam with true and complete information about the circumstances of the insured event and the amount of loss.
- 8.3. Certified direct proprietary damage caused as a result of an insured event shall be subject to indemnification. In the case of uncertified damages, Seesam shall have the right to reduce or refuse to pay the insurance indemnity.
- 8.4. In the case of an insured event, the insured person shall have the right to apply for the indemnification for justified and reasonable administration costs (telephone calls, translation and other costs) on the basis of written evidence in the amount of up to 60 euros per insured event.
- 8.5. If it is not possible to estimate how large a portion of the loss is directly related to the insured person, the loss shall be indemnified in proportion to other users of the service.
- 8.6. If, in addition to Seesam, the insured person has also entered into a travel insurance contract with

another insurer, Seesam shall compensate for the loss proportionally, taking into account the sums insured under the contracts.

- 8.7. Seesam shall not indemnify for more than the actual amount of the loss.
- 8.8. Seesam shall have the right to hold negotiations with third parties in the name of the insured person.
- 8.9. Seesam shall not indemnify for the portion of the amount of loss that the insured person has the right to recover from the travel agency, airline, another service provider or the person who caused the loss.
- 8.10. If the tour operator, accommodation establishment or another service provider offers replacement instead of an unused service, Seesam shall deem its cost equal to the unused service.
- 8.11. The policyholder's/insured person's claim against the person who caused the loss shall transfer to Seesam the amount of the loss that has been indemnified.
- 8.12. If the insured person has committed a breach of the requirements arising from the contract, Seesam shall have the right to reduce or refuse to pay the insurance indemnity if the breach had an impact on the occurrence of the insured event or on the amount thereof.
- 8.13. If Seesam becomes aware of a breach of the contract after the payment of the insurance indemnity, Seesam shall have the right to reclaim the paid insurance indemnity either in part or in full.
- 8.14. If the insured person enters into a compromise agreement with the injured party (victim) or acknowledges the injured party's claim without consent from Seesam, such agreement or acknowledgement shall not be binding on Seesam.
- 8.15. Seesam shall have the right to require delivery of the damaged item to Seesam. If the damaged item is not delivered to Seesam, the indemnity shall be reduced by the value of the item following the insured event.
- 8.16. Upon indemnification for damage, Seesam shall have the right to obtain the right to claim the item that has been lost or has unlawfully left the possession of the person as a result of an insured event. If the insured person refuses to deliver the property or transfer the right of ownership of the property to Seesam, the value of the destroyed item shall be deducted from the indemnity for loss.
- 8.17. If Seesam has indemnified for the value of the item that has left the possession of the person, the insured person shall have the obligation to immediately inform Seesam of finding the item or of becoming aware of the location thereof. If the insured person does not want to return the found property, they shall have an obligation to immediately return the insurance indemnity.
- 8.18. Seesam shall have the right to collect the loss adjustment expenses that are not related to the insured

event and have been caused without basis.

- 8.19. Seesam shall be obliged to terminate loss adjustment operations no later than within one month of the receipt of all the necessary information and documents.

## 9 DISPUTE RESOLUTION

- 9.1. To resolve a dispute, the parties shall have the right to have recourse to the reconciliation board that acts under the Estonian Insurance Association or to a court under the terms and conditions and in accordance with the procedure provided for in legislation. The Financial Supervision Authority shall exercise supervision over the insurer's activities to ensure their compliance with legislation. The Financial Supervision Authority shall not resolve contractual disputes between the insurer and the policyholder.