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Seesam
VIENNA INSURANCE GROUP

ESTO Income Loss Insurance Terms and Conditions 1/2025

Valid from 01.02.2025

These ESTO Income Loss Insurance Terms and Conditions (hereinafter the Terms and Conditions) are part of the ESTO Income Loss Insurance Contract concluded between Compensa Vienna Insurance Group, ADB Estonia branch, whose trademark in Estonia is Seesam (hereinafter Seesam) and the Policyholder.

DEFINITIONS

1. **The insurer** is Compensa Vienna Insurance Group, ADB Estonian branch (hereinafter Seesam).
2. **The policyholder** is a natural person aged 18-64 (incl), indicated in the policy, who is also the insured person and beneficiary. A more detailed description of the policyholder is given in clause 13.
3. **The insurance contract** is a contract between Seesam and the policyholder, according to which the policyholder undertakes to pay insurance premiums, and on the basis of which Seesam compensates the loss in the case of an insured event.
4. **The insured event** is an event described in these terms and conditions, upon the realisation of which the insurance benefit is paid according to the insurance conditions.
5. **The insurance amount** is the amount agreed between the parties to the insurance contract and specified in the policy, which is a maximum of insurance benefit payable in one month.
6. **The waiting period** is an uninterrupted period from the date after the conclusion of the insurance contract, during which the insured event is not subject to indemnification. The waiting period is calculated in calendar days.
   In the event of job loss, the waiting period is 60 calendar days from the date of conclusion of the insurance contract.
   In the event of temporary loss of work capacity, the waiting period is 30 calendar days from the date of conclusion of the insurance contract.
   The waiting period is not applied to the second insurance period if the insurance contracts are concluded consecutively.
7. **The deductible period** is an uninterrupted period of 30 calendar days from the date after the occurrence of the insured event, when the insurance benefit is not payable. The deductible period is calculated in calendar days.

VALIDITY OF THE INSURANCE CONTRACT

8. The insurance contract comes into force on the date specified in the policy.
9. The waiting period is counted from the date after the conclusion of the insurance contract.
10. The insurance contract is concluded for one year, and the validity period of the insurance is indicated on the policy.

TERMINATION OF THE INSURANCE CONTRACT

11. The insurance contract ends:
    11.1. on the date after the last day of the insurance period;
    11.2. on the date following the policyholder's 65th birthday;
    11.3. in the case of the death of the policyholder;
    11.4. On other grounds indicated in Seesam's general terms and conditions or prescribed by the law.
12. Unlike Seesam's general terms and conditions, insurance coverage is valid upon early termination of the insurance contract until the end date of the last installment paid by the insured person.

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THE POLICYHOLDER

13. The policyholder is a natural person aged 18-64 (incl), if:
    13.1. they have concluded and work under an employment contract or public service contract, which is valid in the Republic of Estonia indefinitely;
    13.2. they are not self-employed.
14. If, during the validity of the insurance contract, it becomes clear that the policyholder does not meet the criteria described in clause 13, or if any other circumstances are revealed that prevent the validity of the insurance contract, the policyholder undertakes to notify the insurer immediately, and both the policyholder and Seesam have the right to immediately cancel the insurance contract.
15. In the case of the premature termination of the insurance contract, the insurer retains the right to the insurance premium until the date of termination of the insurance contract. After the termination of the insurance contract, the policyholder has the right to request the insurer return the prepaid insurance premium.
16. If the policyholder violates the obligation to notify stipulated in clause 14, they do not have the right to request the return of the insurance premiums for the period when the insurance cover was not valid anymore.

JOB LOSS AS AN INSURED EVENT AND RELATED LIMITATIONS

17. Job loss is an insured event if the policyholder experiences an unwanted job loss during the insurance period, i.e., the termination of the employment relationship by the employer on economic grounds. Economic grounds include layoffs, bankruptcy of the employer, termination of the employer's activities, and collective termination of employment contracts. As an exception, termination of the employment relationship by the policyholder if the employer has significantly breached their obligations arising from the employment contract is also considered an unwanted job loss.
18. A significant breach of obligations by the employer is the indecent treatment of an employee or threatening or allowing co-workers or third parties to do that, a significant delay in payment of salary, or continuing work in the event of a real threat to the employee's life, health, morality, or good name.
19. The date of the insured event is the date following the last day of the employment of the policyholder. From this date the deductible period is counted.
20. Job loss is not considered an insured event, if:
    20.1. the policyholder has reached the retirement age or has been assigned an early retirement pension;
    20.2. the policyholder works in a company where they are a member of the board or the management board or a branch manager of a foreign company;
    20.3. the policyholder works in a company where the member of the board or the management board member is a relative who is able to influence the decision to terminate the policyholder's employment contract. A relative of the policyholder in the sense of these terms and conditions is a parent, grandparent, sister, brother, child, grandchild, spouse or life partner of the policyholder;
    20.4. before the occurrence of the insured event, the workload of the policyholder was less than 20 hours per week (on the basis of a employment contract);
    20.5. the policyholder was aware of the termination of their employment relationship or the risk of termination when concluding the insurance contract
21. Seesam does not pay insurance benefits for job loss in the following cases:
    21.1. the employment relationship ends during the waiting period;
    21.2. the employment relationship ends during the probation period stipulated in the policyholder's employment contract;
    21.3. the policyholder was informed about the termination of their employment relationship, orally or in writing before the insurance contract came into force or during the waiting period

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21.4. the employment relationship is terminated by mutual agreement of the parties or at the initiative of the policyholder, except in case of a significant breach by the employer (see clause 18);

21.5. the employment relationship ends and the policyholder is not re-elected to the electable position;

21.6. the employment relationship ends with an extraordinary termination by the employer for reasons arising from the policyholder, including their health conditions.

TEMPORARY INCAPACITY FOR WORK AS AN INSURED EVENT AND RELATED LIMITATIONS

22. Temporary incapacity for work is an insured event if it is caused by the policyholder's illness or accident during the insurance period and the policyholder has been issued a sickness certificate that is submitted to the Health Insurance Fund and approved.

23. The date of the insured event is the beginning date of the sickness certificate issued to the policyholder. From this date the deductible period is counted.

24. Temporary incapacity for work is not considered an insured event if it was caused by:

24.1. an illness known at the time of concluding the insurance contract, due to which the occurrence of incapacity for work during the insurance period was or could have been foreseeable to the policyholder at the time of concluding the insurance contract. Foreseeable incapacity for work is considered to be the sickness of the policyholder as a result of such an illness, which was diagnosed within 12 months before the conclusion of the insurance contract;

24.2. pregnancy or childbirth, excluding pregnancy complications;

24.3. medically unnecessary treatment, cosmetic surgery and tattooing and complications resulting therefrom;

24.4. mental illness or nervous system disorder not diagnosed by a psychiatrist;

24.5. mental or physical disorders caused by excessive use of alcohol, drugs or other prohibited substances;

24.6. cases related to treatment not prescribed by a doctor and/or treatment not recognised by the Health Insurance Fund;

24.7. self-inflicted injuries, including attempted suicide;

24.8. human immunodeficiency virus (HIV, including AIDS);

24.9. directly or indirectly, an infectious disease (pandemic, epidemic) the outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

25. Seesam does not pay insurance benefits for the temporary incapacity for work:

25.1. if the event occurs during the waiting period;

25.2. if the event is not confirmed by medical documents and/or diagnostic tests;

25.3. if the event is directly caused by the consumption of alcohol, drugs or prohibited substances;

OBLIGATIONS OF THE POLICYHOLDER AFTER THE INSURED EVENT

26. When an insured event occurs, the policyholder must notify the insurer as soon as possible by filling out a claim form at www.seesam.ee/kahjukasitlus.

27. In order to receive insurance benefits, the policyholder must submit the following documents to Seesam:

27.1. If the insured event is job loss:

27.1.1. a completed claim form;

27.1.2. a document confirming the conclusion of an employment contract and the date of conclusion;

27.1.3. a document confirming the termination of the employment relationship and the legal basis for termination;

27.1.4. the decision of the Estonian Unemployment Insurance Fund on the registration of the insured as unemployed.

27.2. If the insured event is the temporary incapacity for work:

27.2.1. a completed claim form;

27.2.2. sickness certificate submitted to and approved by the Health Fund;

27.2.3. medical documents from the treatment facility (for example, extracts from the health portal, where the patient's name, ID, time of treatment, description, duration, diagnosis and reason for incapacity for work leave are indicated).

27.3. Other documents required by the insurer that prove the occurrence of the insured event and its circumstances.

28. After the insured event occured, the policyholder must prove on a monthly basis that they are registered as unemployed or have a valid incapacity for work certificate before the next benefit is paid.

29. If the policyholder violates the obligations described in clauses 27-28, Seesam has no obligation to pay insurance benefits.

PRINCIPLES OF INDEMNIFICATION

30. The payable insurance benefit depends on the sum insured selected by the policyholder and indicated in the policy.

31. The insurance benefit is calculated by calendar days for each day of unemployment or being on the incapacity for work leave.

32. The calculation starts from the date after the end of the deductible period.

33. The deductible period is calculated once per insured event.

34. The insurance benefit is paid monthly from the date after the end of the deductible period as long as the insured person is registered as unemployed at the Estonian Unemployment Insurance Fund or until the end of the incapacity for work certificate, but no longer than 6 calendar months per insurance event.

35. The insurance benefit is not paid for job loss and temporary incapacity for work at the same time.

36. If the cause of repeated incapacity for work is the same accident or illness, Seesam considers such repeated incapacity for work as one insured event. If the policyholder submits incapacity for work certificates with different diagnoses, these are considered separate insured events.

37. The amount of insurance benefit is calculated in calendar days using the following formula: Insurance amount x (number of calendar days of unemployment or temporary incapacity for work / number of calendar days of the accounted month).

38. Seesam pays the insurance benefit after verifying the circumstances of the insured event and receiving all the necessary documents indicated in clauses 27 and 28.

39. The insurance benefit is paid to the bank account indicated by the policyholder in the claim form.

40. For each calendar month, Seesam pays the insurance benefit after the policyholder has submitted the documents listed in clauses 27 and 28, which prove that they are still unemployed or have an ongoing incapacity for work certification.

41. Payment of the insurance benefit stops:

41.1. the day after the end of the incapacity for work certificate or on the day when the policyholder is no longer registered as unemployed at the Estonian Unemployment Insurance Fund;

41.2. at the end of the insurance contract;

41.3. if the insurance benefit has been paid for up to 6 calendar months per insured event and policyholder, provided that the insurance contract has been valid for all 6 calendar months.

42. Seesam has the right to refuse to pay the insurance benefit if it is revealed that the policyholder has provided false information when concluding the contract and/or applying for the insurance benefit. In such a case, Seesam has the right to cancel the insurance contract immediately, and the paid insurance premiums are not subject to return to the policyholder. If the misrepresentation is revealed after the insurance benefit has already been paid, Seesam has the right to demand the return of the paid insurance benefit.

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RIGHTS AND OBLIGATIONS OF THE PARTIES

43. The policyholder is obliged to allow Seesam to receive information about special types of personal data in cases where it is necessary to determine Seesam's obligation. In the event of a breach of the aforementioned obligation, Seesam has the right to refuse compensation.
44. In the case the sanctions imposed by the Government of the Republic of Estonia, the United Nations, the European Union, the United Kingdom or the United States directly or indirectly prevent the provision of insurance services based on the relevant insurance contract, Seesam has the right to unilaterally and without notice cancel the insurance contract.
45. Sesam has the right to refuse payment of insurance benefits if the payee or a person related to them is subject to an international sanction imposed by the Government of the Republic of Estonia, the United Nations, the European Union, Great Britain or the United States of America.
46. Persons who have a dispute with Seesam as a result of an insurance contract or preparations for entering into an insurance contractual relationship have the right to address the dispute to the Harju County Court or the insurance conciliation body operating at the Estonian Insurance Association. Before contacting the conciliation body, the claim has to be submitted to Seesam in the disputed matter and Seesam given an opportunity to respond to the claim. More information at the website of the Estonian Insurance Association www.eksl.ee.
47. The policyholder has the right to file a complaint about Seesam's activities with the Financial Supervision Authority (Sakala 4, 15030 Tallinn).