

Car Insurance Terms & Conditions



Contents

3	1. Welcome to Hellas Direct
3	1.1 Your Insurance Policy – Legal Matters
3	1.2 Insurance Covers
3	1.3 Rating and Insurance Premium Re-adjustment
4	2. Definitions
5	3. Your Contract
5	3.1 Geographical Jurisdiction of the Insurance Policy
5	3.2 Sum Assured
5	3.3 Policyholder's Age and Driving Experience
6	3.4 Our Covers
10	4. Exceptions and Prohibitions
10	4.1 General Exceptions Regarding Third Party Liability Cover
10	4.2 General Exceptions Regarding Optional Covers
11	4.3 Claim Compensation Calculation
12	5. Rights and Obligations
12	5.1 Claim Withdrawal
12	5.2 The Policyholder's Right to Object
12	5.3 Dispute Resolution
13	5.4 Insurance Policy Duration, Modification and Cancellation
13	5.5 Transfer of Car Ownership
13	5.6 Legal Jurisdiction
13	5.7 Special Terms
13	5.8 Pre-insurance Checks
14	6. Actions in the Case of an Accident or Claim
14	6.1 Filing a Claim
14	6.2 Claim Submission After the Accident
15	6.3 General Information
16	7. Accident Care
16	7.1 Definitions
16	7.2 Insured Risks
17	7.3 Covers and Company Obligations
18	7.4 Conditions and Duration
18	7.5 Clarifications and Special Cases
19	7.6 Exceptions, Force Majeure
19	7.7 Policyholder's Obligations
20	7.8 Time Barring
20	7.9 Court Jurisdiction
21	8. Road Assistance
21	8.1 Definitions
21	8.2 Vehicle Cover
24	8.3 Conditions and Duration
24	8.4 Clarifications and Special Cases
25	8.5 Exceptions, Force Majeure
26	8.6 Policyholder's Obligations
26	8.7 Time Barring and Dispute Resolution
27	Appendix I: Summary Reference of the No 87/5.4.2016 Executive Committee Act of the Bank of Greece
30	Appendix II: Sample Claim Report Form
33	Appendix III: Sample Claim Payment Request
36	Appendix IV: Sample Objection Statements
38	Appendix V: Sample Withdrawal Statement
40	Appendix VI: General and Special Conditions for Vehicle Legal Protection
45	Appendix VII: Notification for the Processing of Personal Data (Tiresias S.A.)

1

Welcome to Hellas Direct

1.1

Your Insurance Policy - Legal Matters

HD Insurance Ltd, trading as **Hellas Direct** (henceforth "the company") is an insurance company established and incorporated under Cyprus law. The company operates a branch in Greece in accordance with EU Freedom of Establishment provisions, and is regulated by the Cyprus Superintendent of Insurance with the permission of the Bank of Greece via EU Freedom of Establishment provisions.

The relationship between HD Insurance Ltd and its policyholders in Greece is governed by Greek Law and is defined by the quote submitted, the insurance policy issued and any subsequent endorsements made by mutual agreement between the company and the policyholder.

Your insurance policy is issued based on the following statutes: (a) Law 489/1976, as codified by Presidential Decree 237/1986, as amended and currently applicable, (b) Law 2496/1997, as currently applicable, (c) Law 4364/2016, as currently applicable, and (d) decisions of the Bank of Greece.

The policy is issued based on the quote that the policyholder or the person acting on the owner's behalf receives from the company, either through its website (www.hellasdirect.gr) or via the company's call centre (+30 212 222 9999).

The electronic receipt and use of the insurance policy, as well as the payment of the insurance premium mean that you unconditionally accept all the terms of the policy.

1.2

Insurance Covers

Hellas Direct underwrites insurance for private motor vehicles, offering both compulsory and optional insurance covers.

In case you insure your two-wheel trailer, it will be covered only for Third Party Liability.

The company's overall liability per accident or per victim may in no case exceed the sum assured. The sum assured is written on your insurance policy for each type of risk covered. Multiple damages arising from the same cause are recognised as a single accident.

In the car insurance sector, any insurance matter directly regulated by Greek Law is automatically included in the terms of the insurance policy, even if there is no specific mention of it in the insurance policy.

The company has the right to make amendments to the Terms & Conditions without previously notifying users.

As a policyholder, you will be informed accordingly either through a relevant notification or by update on the company's website.

1.3

Rating and Insurance Premium Readjustment

Your insurance premium is calculated based on the following criteria:

- the drivers' special characteristics, such as age and driving experience,
- each car's special characteristics, such as engine capacity and the years since the car's first registration,
- the selected insurance product,
- the duration of the insurance policy.

During the insurance policy renewal period, we reserve the right to readjust the insurance premium and to modify any conditions and calculation criteria.

In the event of modification of the minimum compulsory insurance limits, the premium is readjusted automatically on the effective date for the new limits.

2

Definitions

Carglass

Carglass is a member of the Belron Group, one of the world's leading companies in the field of automotive glass repair and replacement.

Glassdrive

Glassdrive is a fast growing glass repair shop, member of the Saint-Gobain Group.

iAD (Intelligent Automotive Data)

iAD is one of the leading suppliers of automotive business intelligence, providing information using up-to-date new and used car price-lists, an identification handbook of standard and special models, as well as brochures of types, editions and prices for all circulating vehicles (<http://www.iad.gr>).

Mapfre Asistencia

Mapfre Asistencia is a multinational insurance, reinsurance and services company specialising in the provision of road assistance and accident care with its registered offices at Agia Paraskevi, Prefecture of Attica (Mesogeion Ave. 473, ZIP-Code 153 43) Tax Id. Nr. 098035090, with which the Insurer has entered in to a contract, henceforth referred to as the "Reinsurer".

Accident

Any unexpected and violent event concerning the vehicle, without the policyholder's intention, impeding the vehicle's normal course.

Assistance Centre

In the event of an accident or damage, please call our Emergency Call Centre at 212 222 9900. This call centre operates 24/7, in all countries within the policy's geographical coverage. The Road Assistance Call Centre is provided by Mapfre Asistencia and Accident Care is provided by Hellas Direct.

Bodily Injury

Injury or illness, whose nature can put the patient's life in danger or cause the rapid and serious deterioration of their health if they do not receive the necessary hospital care.

Breakdown

When the vehicle is immobilized and cannot safely continue on its course due to damage arising from electrical or mechanical reasons, or malfunction of individual components, including its tyres, rendering it unusable.

Claim

Any event capable of causing the intervention of the insurer.

Damage

Involvement of the insured vehicle in a car accident, causing material or any additional damage specified by the coverage provided for in the insurance policy (fire, own damages, car glass, theft).

Duration of Repair

The net repair time and not the period of time between the vehicle's delivery and receipt/pick up.

Fire

Any fire caused without a predefined ignition point or one that has moved from its starting point and spread without external influence.

Illness

Any sudden and unexpected medical condition diagnosed by a competent medical authority, impeding the normal continuance of the policyholder's journey.

Insured Vehicle

The vehicle explicitly defined in the insurance policy, according to the provisions of the Greek Law, for which a third party liability insurance policy has been issued by the Insurer.

Insurer (Company)

The Insurance Company referred to in the General Terms of this insurance policy.

Permanent Residence

The policyholder's place of permanent residence in Greece indicated in the third party liability insurance policy.

Medical Authority

Any official body legally authorized to practise the medical profession in the country where the policyholder finds himself.

Medical Unit

Medical care facility assigned to the specific case as defined by the coordinating physician of Mapfre Asistencia and the attending physician.

Theft

The total theft of the insured vehicle, which has been reported immediately to the police authorities and for which a lawsuit has been filed. Moreover, any damage incurred due to the theft, arising from the removal of the vehicle's fixed parts or accessories, causing its immobilization or malfunction.

Insured Person

The insured vehicle's main and lawful owner and the person driving at the moment of the incident, provided that he or she is a holder of a valid driving licence. The insured person has the same responsibilities as does the policy holder.

Personal Accident

Any sudden, violent, external and unexpected event which results serious physical injury to the victim.

Personal Injury

Any sudden, unexpected and violent event, not self-inflicted and without the policyholder's intention, causing a serious bodily injury.

Road Assistance Partners

Partners of Road Assistance service who are licensed under Greek law (4512/2018).

Vehicle Store and Transfer Facilities

Specially designated areas used by the partners of "Mapfre Asistencia" where they undertake the repair of the insured vehicle.

3

Your Contract

3.1

Geographical Jurisdiction of the Insurance Policy

Compulsory civil liability insurance applies within Greece, the member-states of the European Union, the countries of the European Economic Area (E.E.A.) and the countries whose National Motor Insurers' Bureaux are committed to applying section III of the Internal Regulations.

The issuance of a Certificate of International Insurance ("Green Card") in these countries is not compulsory, but we strongly recommend you have it with you if you travel abroad. The Green Card is an internationally accepted document which will facilitate any procedure in the event of a spot check. The Green Card is issued by us free of charge and is valid for the duration of your policy. We will forward it to you along with your policy documents, via email. All you need to do is print it.

The countries where a Green Card is necessary are: Albania, Azerbaijan, Bosnia & Herzegovina, Iran, Israel, Belarus, Morocco, Moldavia, Ukraine, North Macedonia, Russia, Montenegro, Turkey and Tunisia. Finally, please note that if you wish to travel to Kosovo or any other country which is not a member of the Green Card System you will be required to purchase a local insurance policy at the border. The policy will have to cover the duration of your stay.

We advise you to contact the embassy or competent institution of any such country for further information before your departure.

All optional insurance covers are valid only within Greece. However, Accident Care and Road Assistance covers apply outside Greece as well, with the exception of Albania.

3.2

Sum Assured

The sum assured, indicated on the first page of your insurance policy, is the company's maximum limit of liability for the entire duration of the insurance policy, for one or more accidents.

The sum assured is equal to your vehicle's real, current market value at the date on which it is insured as indicated in the iAD (Intelligent Automotive Data) tables for the Greek market. In case of a claim, the company will use these tables for the evaluation of the car's value as at that date.

3.3

Policyholder's Age and Driving Experience

The driver's age and driving experience are important factors for premium calculation. You are required in all cases to inform us if the insured car is driven by:

- a person under 25 years old and /or
- a person who has received their driving licence within the last two years.

You must provide us with full personal data for any drivers belonging to either of the above categories and are planning to use the said vehicle, both during the initial quotation process, and at the date of any subsequent endorsements.

After the information has been assessed **Hellas Direct** reserves the right to readjust the premiums of cars driven by drivers belonging to the above categories. In case a claim is incurred by an inexperienced driver, as defined above, whose data has not been properly disclosed to us, you may be faced with unfavourable consequences. Namely:

- in case of a civil liability claim, you will be required to pay a "penalty" equal to 30% of the amount (including sum insured, interest, and legal expenses) that we will be required to pay to the third party who suffered the loss, either by means of a judicial decision or in an extra-judicial manner,
- in the case of an optional risks claim, the claim will not be covered.

3.4

Our Covers

3.4.1 Third Party Liability

We cover you for your legal liability to other people arising from an accident which involves your vehicle, as defined in current Greek legislation.

3.4.2 Optional Covers

With the payment of an extra premium your insurance coverage may be extended to cover additional risks, such as Fire, Theft, damages from Natural Phenomena and Own Damages.

Hellas Direct's responsibility regarding optional risks is limited to the amount indicated on the first page of your insurance policy, minus the amount of any excess regarding each individual optional cover.

All optional covers except Accident Care and Road Assistance apply within the borders of Greece.

1. Damages from an Uninsured Vehicle

Any property damage caused to your car by an uninsured vehicle is covered, subject to the following conditions:

- the claim to be only for material damages to the car,
- the accident is proven by the Authorities to be the sole responsibility of the uninsured car's driver,
- both vehicles involved have Greek license plates,
- the uninsured vehicle is evidenced to be such either via a police report or from the official statement of the Hellenic Information Centre (HIC) and
- the policyholder's claim to the company cannot exceed the sum insured, indicated on the insurance policy document.

The company, having compensated the policyholder, is entitled to reclaim the amount

paid from the Greek Auxiliary Fund, as defined in the Law.

Additionally, the policyholder, having been compensated by the company, automatically cedes every right and gives irrevocable authorisation to the company to act extra-judicially or judicially on behalf of itself to obtain compensation from the third party or the Greek Auxiliary Fund.

If you are involved in an accident with an uninsured vehicle, you must inform the traffic police. In addition, before and after the payment of compensation, you are obliged to provide us with all possible support and assistance in claiming our part of the amount paid by the Guarantee Fund. Specifically, you are obliged to provide us with all necessary documents at your disposal and appear to Court to confirm the circumstances of the accident or any other necessary fact related to the accident.

2. Accident Care

Accident care is provided by our Emergency Call Centre (212 222 9900), which is available 24 hours a day, 365 days a year, and is responsible for filing a claim. If needed in the event of an accident, we provide towing services, in partnership with Mapfre Asistencia, on all our covers in Greece, Europe and the Mediterranean, except Albania.

For more information, please refer to chapter 7.

3. Road Assistance

We provide support services in the case of a car breakdown. These services include towing, battery jump start, flat tyre assistance, and assistance in case of key loss. The above service is provided 24/7 in partnership with Mapfre Asistencia in Greece, Europe and the Mediterranean except for Albania. For more

information, please refer to chapter 7.

4. Glass

We will cover any claim relating to a crack or chip on your car's glass, caused by any external factor. More specifically, we will repair or replace the two windscreens, the side windows as well as factory-supplied sunroofs.

If the car is repaired by any of our partners (e.g. Carglass, Glassdrive, Filis, Glassfit and partner garages who take over glass repairs) with their own products, we will cover the repair costs, up to the cover limit referred in your policy. This amount refers to the total cost of all glass claims filed during one insurance period.

If the car is repaired by any of our partners but you choose for authentic parts to be used, we will cover the cost, subtracting the relevant excess (25% off the parts' cost).

The following cases are excluded and are not covered by the insurance policy:

- any claim arising from car repair works or part removal or replacement,
- any claim relating to mirrors, headlamps and indicator lamps,
- any claim relating to any window, windscreen, or sunroof made of synthetic material instead of glass,
- any claim relating to convertible (cabrio) car glass permanently attached to the car's roof, in a way that glass replacement is not possible without replacing the roof as well,
- any claim arising from the insured car's total destruction (not economically viable or technically risky repair),
- any claim relating to membranes, sensors as well as window-opening mechanisms,
- any claim relating to chassis frame moving or reinstalling or relevant expenses.

5. Legal Protection

Hellas Direct will cover the policyholder's essential legal fees regarding the exercise of their legal rights before the Greek courts in relation to a car accident.

More specifically, coverage includes lawyer's fees and court expenses for claims against third parties, both for damages and injury. It also includes the legal defence against any possible prosecution against you such as traffic violations, withdrawal of driving license, and charge of death or injury to third party.

The detailed terms governing the legal protection insurance cover are provided in appendix V below.

6. Personal Accident

The insured car driver's bodily injuries are covered under the following conditions:

- that they were directly caused by a road traffic accident whilst driving the insured car and
 - that they resulted directly in the driver's death or invalidity, which occurred less than one year from the date of the accident.
- The following cases are excluded and constitute exceptions from the cover:
- all the cases mentioned in the general exceptions of the optional covers, apart from the case of explosion,
 - any accident caused due to a pre-existing medical condition of the insured driver,
 - any accident caused while the driver is outside the car's passenger cabin,
 - any case relating to suicide or attempted suicide, irrespective of the policyholder's mental health (permanent or temporary),
 - heart conditions,
 - psychiatric problems and
 - effects of direct or indirect nuclear energy,

x-rays and, in general, any radioactive elements.

Death Caused by a road traffic accident
If the policyholder's death occurs as the result of a road traffic accident, the company will pay the beneficiaries the applicable sum insured. The preconditions for payment are for the death to have occurred immediately, autonomously and independently of any other cause, to have been caused by an accident that happened within the duration of the insurance coverage and always within a maximum of one year from the date of the accident.

Permanent total invalidity caused by a road traffic accident

If the accident causes permanent total invalidity to the policyholder within one year from the date of the accident, then the company will pay the policyholder the sum insured, which is indicated on the first page of the insurance policy.

Permanent total invalidity is restrictively considered to be one of the following three cases:

- total loss of vision in both eyes or total loss of the function of both arms, both hands, both legs, or both feet or the simultaneous loss of one upper and one lower extremity, or of one eye and one extremity,
- total paralysis and
- the state of chronic dementia rendering the insured person incapable of any type of work or employment and post-traumatic epilepsy.

Permanent partial invalidity caused by a road traffic accident

Permanent partial invalidity is considered to be a case that does not constitute total in-

50%	TOTAL LOSS OF ARM OR HAND
50%	TOTAL LOSS OF LEG OR FOOT
40%	ANKYLOSES OF A PART OF THE SPINE WITH DEFORMITY
40%	TOTAL AND CHRONIC LOSS OF HEARING IN BOTH EARS
30%	PARTIAL LEG AMPUTATION INCLUDING ALL TOES
25%	TOTAL LOSS OF MOVEMENT IN THE SHOULDER
25%	TOTAL LOSS OF MOVEMENT IN THE THUMB AND INDEX FINGER
25%	TOTAL LOSS OF VISION IN ONE EYE
25%	LEG OR FOOT FRACTURE THAT HAS NOT HEALED
25%	MANDIBLE FRACTURE
20%	RIB FRACTURE WITH THORAX DISTORTION AND ORGANIC ANOMALIES
20%	TOTAL LOSS OF MOVEMENT IN THE ELBOW OR WRIST
15%	TOTAL LOSS OF A FINGER
15%	TARSAL BONE FRACTURE THAT HAS NOT HEALED
15%	SHORTENING OF THE LEG BY AT LEAST 5CM
15%	TOTAL AND CHRONIC LOSS OF HEARING IN ONE EAR
5%	TOTAL LOSS OF A TOE

validity, but results in lifetime impairment of the insured driver's capability for productive employment.

If an accident results in the policyholder's partial invalidity, within the maximum timeframe of one year from the date of the accident, depending on the case and in accordance with the following table, the company will pay the amount of the respective percentage of the sum insured, up to a maximum percentage of 70%.

In the case of a permanent partial invalidity not mentioned in the table above, the compensation consists of a part of the amount indicated on the insurance policy, equal to the percentage with which the policyholder's lifetime general working capacity was reduced. In order to define this percentage, general criteria are taken into consideration and not the insured driver's profession be-

fore the accident.

If the consequences of the accident become aggravated, because of a pre-existing limb removal or amputation or a natural defect, the sum assured is paid only if the pre-existing defect had been declared at the commencement of the insurance cover by the policyholder. In this case, the compensation is calculated bearing in mind only the harm caused directly by the accident and not the greater harm that was the indirect result of the pre-existing situation. In the case of anatomical or functional loss of more than one organ or limb the percentage of continuing partial invalidity is calculated by the total sum of the percentages corresponding to each injury, although this total sum cannot exceed 70%.

Concurrent Compensation Cases

In the case of an accident with concurrent compensation claims for permanent total invalidity and death, the company compensates only one of them.

If after the payment of the compensation for permanent partial invalidity, but definitely within one year of the date of the accident and as a result of the accident, permanent total invalidity or death occurs, the company pays the difference between the amount paid for permanent partial invalidity and the amount that should be paid for permanent total invalidity or death.

7. Fire

Fire, lightning, explosion or spontaneous combustion

The insurance covers material damages arising from fire, lightning, explosion, or spontaneous ignition of the insured car. Any claim arising from fire transmitted by another object is also covered. Namely:

- fire is defined as a fire with the existence of flame expanding with its own independent force,
- lightning is defined as a sudden and powerful atmospheric electrical discharge that strikes (directly and immediately) the insured assets,
- explosion is defined as a rapid release of energy caused by a violent escape of gases and steam.

Malicious Damages

Material claims relating to the insured car arising from arson due to third party's proven intent are also covered. The company's obligation to pay compensation is valid provided that the arson was reported to the police authorities immediately and the relevant lawsuit was filed, otherwise the cover is not valid.

Strikes, Riots and Civil Commotion

Material damages relating to the insured car arising from fire during stay-aways, strikes, riots, demonstrations, and political unrest are covered, provided that the abovementioned events' purpose did not involve the legal government's violent overthrow.

Terrorist Actions

Material claims relating to the insured car arising from fire, explosion, or any other cause as a result of terrorist activities are covered.

8. Third Party Liability from Fire

The policyholder is covered for third party compensation regarding material claims arising from and caused by fire transmitted by the insured car.

Any claim arising from use, reduced performance, depreciation, as well as any consequential or other kind of claim due to the car's loss of use is not covered.

If the insured risk takes place, the company provides the policyholder with a replacement car, as mentioned below.

Fire caused by the following is excluded from coverage:

- due to the insured car's collision, impact, swerving, overturning, or running off the road followed by its combustion and
- due to flammable or explosive materials carried or stored in the car (apart from the car's fuel which is stored in a specially designed space).

9. Natural Phenomena

Material claims relating to the insured car which arise exclusively and directly from flood, tempest, hailstorm, storm, hurricane, and tornado are covered, provided that there was massive destruction due to the natural disaster.

In such cases, the policyholder must report the claim within eight (8) days and may be asked to submit to the company a report by the Hellenic National Meteorological Service, or by another competent authority, verifying that the abovementioned natural disaster took place.

The following cases are excluded from coverage:

- any claim relating to non-standard equipment and parts of the insured car,
- any claim arising from the insured car's mechanical malfunction due to frost,
- any claim arising from flood, tempest, storm, snowstorm, or hailstorm if the insured car did not have all its opening parts closed at the time the claim took place,
- any claim relating to the insured car when parked in an underground parking is not

covered.

If your vehicle is damaged by natural phenomena, you will be charged with an excess of three hundred euros (€300).

If your vehicle is damaged by hail, we will cover the cost of repair up to two thousand euros (€2,000).

10. Full Theft

Total theft is defined as the total loss of the car and the failure to recover it within a timeframe of sixty days. We will cover you for the theft, provided that (a) you report it to the police authorities, (b) you notify us, (c) up to sixty (60) days have elapsed and the car still hasn't been found and (d) the police officially inform us that it has not been found.

Please bear in mind that we strongly recommend you do not cancel your policy before the sixty (60) days have elapsed; should your car be involved in an accident while stolen, you as the owner will be held responsible for any liabilities that may have occurred.

If the car is recovered after the payment of compensation, you are required to inform us immediately and to let us know within fifteen (15) days of the date of the recovery of the car whether you wish to keep the car, by refunding the compensation. If the above deadline passes, you forfeit the above mentioned right.

If the insured risk takes place, we will provide you with a replacement car, as detailed in paragraph 12.

11. Partial Theft

The partial theft insurance cover comprises to the following:

- the value of stolen items or car parts that are permanently attached to the car and are crucial for its function and circulation. Parts not crucial for the vehicle's function and therefore not covered are for example: the hubcaps, the bumper, the antennas, the roof trunk, the roof racks, the warning triangle, the jack, the repair kit, etc.
- the car's factory-equipped sound system and /or factory-equipped GPS to its full cost,
- the car's sound system and or /GPS that was installed at a later stage, up to one hundred euros (€100),
- any claims relating to the chassis frame as a result of the break-in (locks, doors, frames, pillars, etc.). Wear and tear of soft top hoods is exempt from the cover,
- any claims relating to the car's cabin as a result of the break-in,

- any damages incurred while the car was stolen,
- the value of a stolen child's car seat, up to one hundred euros (€100).
- any damages incurred to the side windows (on the vehicle's right and left side),
- in case the vehicle has been stolen, the main driver or the vehicle's owner is covered for third party liability.

Side mirrors, spare wheels and their coverings and windshield wipers are excluded from the Partial Theft coverage. Damage to the front and back windshields and the glass sunroof is also excluded.

The necessary conditions for the activation of the cover are:

- the theft has to be the result of a break-in with visible marks of forced entry on the insured car and
- a police certificate.

12. Vehicle Replacement

If you've chosen our Additional or Own Damages covers, and your car is either damaged by fire or stolen, we will provide you with a replacement vehicle, in partnership with a car rental company.

This cover applies only within Greece. Replacement vehicle in case of fire Should the insured vehicle need repair as a result of fire, we will provide you with a 1000cc class A replacement car with a manual gearbox, covered under a third party insurance within 48 hours of the time of the incident until the completion of the vehicle's repair for a maximum period of twenty (20) days.

In every case, the said provision terminates at the agreed date of the vehicle's repair. Replacement vehicle in case of theft In the event of a total theft of the policyholder's vehicle, **Hellas Direct** will provide you with a 1000cc class A replacement car with a manual gearbox, covered under a third party insurance for a maximum period of sixty (60) days.

The cover applies directly following the declaration of the claim and the submission of the incident report. The replacement vehicle is provided for a maximum period of sixty (60) days, provided that the stolen vehicle has not been found within the above period of time.

Hellas Direct is not liable for the replacement vehicle's fuel costs or for any other running costs. The policyholder is required to comply with the terms and conditions of the car rental.

The policyholder shall receive the replacement vehicle at the specified location and

is required to comply with the terms and conditions of the provider, which include but are not limited to:

- the person who hires the vehicle and / or its driver is required to be at least 21 years old and hold a valid driving license for at least one year.

Should the replacement vehicle be used beyond the defined date, the policyholder will be liable for the excess hire charges. **Hellas Direct** cannot be held liable for the possible delay or for not being able to provide their agreed coverage in the event of strikes, explosion, lock-outs, social unrest, traffic restrictions, sabotage, terrorist activity, civil or external war, emission of heat or radioactivity or any acts of God.

13. Own Damages

Irrespective of liability, any claim relating to the insured car arising from its collision, impact, swerving, overturning, or running off the road as a result of road traffic accident is covered.

Additionally, material claims relating to the insured car arising from its transportation, exclusively in the case of boat, train, or airplane or from its loading or unloading on the above mentioned means of transportation, under the condition that these transportation means abide by the legal specifications of vehicle transportation, are covered.

Exceptions:

- any claim relating to non-standard car parts and equipment is not covered, unless otherwise agreed,
- any claim relating to the car's tyres is not covered, if there are no other concurrent claims covered by this risk,
- any claim relating to the insured car arising from poor maintenance is not covered,
- any claim arising directly or indirectly from sabotage by any person.

14. Malicious Damages

Material claims relating to the insured car's chassis frame arising from third party malicious acts are covered. A filed lawsuit and clear evidence of a break-in is required for such claims to be compensated.

Exceptions:

- damage caused by any person who is connected to the policyholder through family, friends, work or any kind of corporate relationship or through a project contract or is a member of their staff, or who belongs to their wider circle of interests,
- any claim relating to the cabrio fabric roof of a convertible car.

4

Exceptions and Prohibitions

4.1

General Exceptions Regarding Third Party Liability Cover

Any claim arising directly or indirectly from any of the following factors is excluded from the insurance coverage and will not be compensated:

- any claim arising from the policyholder's and driver's intentional actions,
- any claim relating to a driver not having an appropriate driver's licence for driving the car of the relevant category. This exception also applies in the case of an expired professional or non-professional driver's licence on the date of the accident, even if the licence was renewed afterwards, or if the licence has been removed from its owner by any competent authority,
- any claim relating to a driver who was under the influence of alcohol, drugs, or pharmaceuticals during the time of the accident, provided that there is a causal link between the violation and the resulting event,
- any claim relating to a car used in a different way than the one indicated in the insurance policy or in its registration certificate. In the above circumstances, if the company is required to pay third party compensation, it has the right of recourse against the policyholder.

4.2

General Exceptions Regarding Optional Covers

The exceptions below apply to any optional covers and will not be compensated in case of claim, unless agreed between the company and the policyholder and indicated on the first page of the insurance policy:

- all civil liability cover exceptions,
- any claim arising from the fact that the insured car was driven by a person under twenty five (25) years old or a driver who has received their driving licence within the last two years,
- in case of provision of false or inaccurate information regarding the policyholder or driver when purchasing the insurance policy and in case of falsification of the policy,
- any claim arising from the fact that the insured car towed another vehicle (except a trailer) or the insured car was towed, hauled, or transported by another vehicle,
- any claim arising from the fact that the insured car was driven on roads or locations where the circulation of vehicles is forbidden by the authorities, such as airports, construction sites, military camps, pavements, pedestrian streets and squares,
- any claim arising from the fact that the insured car carried a load or passengers beyond the permitted maximum as indicated on its registration certificate,
- any claim arising from or due to fluid or gas leakage of any nature, either carried or used for the car's function,
- any claim arising from the fact that the car has not undergone the statutory technical control check (T.C.C.) or has undergone the control and has been declared unfit for circulation, irrespective of a causal link between the omission and the outcome,
- pre-existing damage or wear and tear due to the car's misuse/ poor maintenance,
- any damage arising from the insured car's participation in criminal or illegal activi-

ties or its pursuit by the authorities or its confiscation due to participation in illegal activities,

- if there has been a car engine capacity or horse power conversion, without following the legal procedure, irrespective of a causal link between the irregular conversion and the outcome.

Any exception mentioned in the specific optional covers paragraphs is to be viewed as additional to the above.

4.3

Claim Compensation Calculation

The compensation you receive in the event of a claim is calculated and determined based on the insured car's real, current market value at the time of claim, either in the case of total destruction or partial loss. Wear and tear and the car's age are always taken into consideration when calculating the compensation amount.

In case the insured car is more than five (5) years old at the time of a claim and you wish to replace any spare parts with new ones, the company has the right to reduce the amount compensated by 5% to reflect due spare-parts depreciation. This reduction will be increased by 5% each year to a maximum of 40%.

Compensation for all insurance risks, apart from the compulsory civil liability cover, refers only to the actual loss and never to the consequential loss, nor the damaged car's market value reduction, nor the loss from the car's loss of use, nor any other direct or indirect loss.

In the case of partial damage to the car, material claims compensation includes the car parts' value as well as the cost of the repair work.

You can choose the garage. If the garage accepts authorized payments, we'll pay the garage directly. Otherwise, you will pay the garage and we will afterwards compensate you.

For the compensation to be paid, the company must be provided with the original invoices and all relevant documentation, such as the traffic police report or the penal file in cases when one has been opened.

Excess reduction with our partner garages

Through a special deal with Hellas Direct's partner garages, for certain covers, the excess (the amount of money you pay towards a claim) is reduced by 50%.

Excess reduction applies under the following circumstances:

- One of the following covers is activated: Natural Phenomena, Partial Theft, Malicious Damages, Own Damages.
- The damage repair is conducted in one of Hellas Direct's partner garage.

5

Rights and Obligations

5.1

Claim Withdrawal

You have the right, within one (1) year from the date of the accident, to withdraw your report, thereby personally undertaking full responsibility for the cost of the compensation. The above statement is to be understood as exemption from debt.

5.2

The Policyholder's Right to Object

If there are certain aspects of the insurance policy that are different from what you have reported to the company in their insurance proposal, you have the right to object. This right has to be exercised within one (1) month from the receipt of the insurance policy, by sending an email to the company. Your right to object is also guaranteed if, following the insurance proposal, you did not receive the company's informational material (such as the company's registered address) or did not receive the terms of the insurance policy. This right has to be exercised within fourteen (14) days from the receipt of the insurance policy, by sending an email to the company.

5.3

Dispute Resolution

If at any moment, you are not satisfied with the service we have offered you, you can call us at 212 222 9999 or send an email at complaints@hellasdirect.gr. The team responsible for complaints operates Monday to Friday, 9.00 - 17.00. We will make sure to answer back as soon as possible! Apart from our own team, you can always contact the following organizations:

- Cyprus Insurance Companies Control Service (Ministry of Finance) P.O.Box 23364, 1682 Nicosia, Cyprus (tel: 35722602952, email: insurance@mof.gov.cy)
- Department of Private Insurance Supervision in the Bank of Greece.
- Alternative Dispute Resolution (ADR) Bodies, in accordance with Joint Ministerial Decision 70330f / 9.7.2015

To find out more about the Alternative Dispute Resolution (ADR) Bodies and how you can contact them, you can visit the Ministry of Development's website www.mindev.gov.gr under the section "Citizens / Consumer Protection and Access to Information/ Service / Alternative Dispute Resolution».

You can also always use the European Commission's Online Dispute Resolution platform located at: <http://ec.europa.eu/consumers/odr>.

5.4

Insurance Policy Duration, Modification and Cancellation

The insurance is valid for the duration indicated on the first page of the insurance policy.

The modification of the insurance policy is possible at the request of the policyholder. The modification is valid only after the company agrees and the relevant endorsement is issued.

You may terminate the insurance policy any time you wish, by sending a written request to the company. In case of cancellation within fourteen (14) days, we'll refund the premium in its entirety, provided that you haven't activated a cover or reported a claim.

According to the Law (N. 2251/1994) within this period of 14 days, you have the right to withdraw from your insurance policy, without any penalty. All you need to do is notify us via email at support@hellasdirect.gr or by calling us at 212 222 9999. Your policy will be cancelled from its start date.

In case of cancellation after fourteen (14) days, we will return any unearned premiums provided you have not made a claim during this period.

The company may terminate the insurance policy in the case of grave reason, under the guidelines and the deadlines set by the Law, for example, on grounds of fraudulent behaviour, incorrect reporting or concealment of data, or violation of the terms of the insurance policy by the policyholder.

Hellas Direct also reserves the right to cancel or refuse to renew your policy for the above mentioned reasons.

5.5

Transfer of Car Ownership

If the ownership or the possession of the car is legally transferred or if any other change occurs, please let us know. If you do not notify us, the insurance policy will automatically be terminated thirty (30) days after the date of the transfer, and we will be required to refund any outstanding premiums, if they exist.

5.6

Legal Jurisdiction

For the resolution of any dispute that may arise from the insurance policy, jurisdiction shall lie with the courts of Athens.

5.7

Special Terms

These terms apply for each individual cover. In parallel with these terms, the general terms also apply. If a special term regulates a matter in a different way to the general term, then the general term supersedes the special term.

5.8

Pre-insurance Checks

Depending on the covers you choose and your vehicle's value, you may need to send us photographs or a short video of your car for the preinsurance checks.

In specific cases, we may send a car expert to check on the vehicle or you may need to visit one of our partners (e.g. Carglass, Glassdrive), who will conduct the car check on the spot.

6

Actions in the Case of an Accident

6.1

Filing a Claim

In case of a car accident:

1) Please call our emergency line immediately at 212 222 9900 so that we can assist you in filing your claim. The Emergency Call Centre is available 24 hours a day, 365 days a year.

For us to be able to intervene as soon as possible following an accident, you or any person acting on your behalf will be asked to call the Emergency line immediately, from the site of the accident, and to provide the following information:

- Insurance policy number,
- full details of the insured vehicle, such as vehicle's Chassis Serial Number (VIN), type, model, colour,
- the policyholder's and/or the driver's full name,
- number of passengers,
- policyholder's place of permanent residence,
- destination, in cases where the vehicle has broken down outside the Prefecture of the policyholder's permanent residence,
- exact location / address (street, number, area, direction, motorway, position),
- type and cause of damage,
- address of garage where the vehicle is to be transported,
- contact details,
- any other information required for the provision of the coverage provided for herein.

2) Take as many photos as you can. The more photos we have, the better. Remember to take photographs of the cars, the point of collision, the street and the surrounding environment.

3) Report the accident immediately to the police or other competent authorities, especially when the accident is severe, i.e. an accident that has caused bodily injuries

to anyone, extensive material damages, or damages relating to multiple cars.

4) Do not acknowledge any liability or admit responsibility or proceed with any kind of agreement that may increase your responsibility without the company's prior consent.

Also, please be aware of the following:

- 1) Without the provision of the above and of any other necessary information, we will not be obliged to provide assistance.
- 2) After the phone call for assistance, you are required to stay with the vehicle until the arrival of the roadside assistance.
- 3) Please do not take any initiative or assume any costs without the prior approval of our Emergency team. You must accept the means provided by the emergency team in respect to its methods of operating.

Please note that we will dispatch only one agent per insured event, save for exceptional cases such as in case of an injury that prevents you from submitting the Accident Report or an intervention by a Traffic Police interrogation unit.

6.2

Claim Submission After the Accident

In the event of a request for a claims declaration after the insured vehicle has moved from the site of the accident and provided it is within seven (7) days of the date of the accident, **Hellas Direct** will undertake to gather all the information necessary for the claims management process, on the condition that the vehicle remains at the same place and the repair work has not yet started.

In no case should you inform us more than seven (7) days after the date of the accident or the claim. Omission of the declaration may result in a penalty equal to 30% of the compensated amount to the third party.

6.3

General Information

Following a car accident, theft or fire, and after the provision of the assistance services outlined above, we will dispatch our nearest Auto-Helper to the site of the accident in order to tow your car if necessary. Please note that all relevant forms need to be signed by all the parties involved in the accident.

The Auto-Helper will make sure to forward us all these documents along with the photos. You will be required to deliver immediately to the company all documentation relating to the accident or the claim and attend the court if necessary.

Furthermore, you will be required to provide the necessary help to the company's representatives or experts, in order for them:

- to understand the cause and the circumstances under which the accident took place,
- to examine the company's possible obligation regarding payment of compensation,
- to evaluate the cost of the damages that arose.

Please note that the investigation carried out by the company's expert is in no case an acknowledgement of obligation to pay compensation.

The company has the right to reach any kind of claim settlement, according to its own assessment, without your prior agreement. Should you violate the obligations listed above, the company has the right to request a refund for any payments made.

If the violation is fraudulent, then the company may demand any loss it may have suffered, including all amounts paid to third parties as a result of the accident. A violation is considered to be fraudulent when the policyholder denies, conceals, alters, or knowingly falsely describes to the company, to its representatives, to its experts, or to the

authorities the accident's exact circumstances, including the involved persons or any other crucial event or element.

A necessary condition for the compensation of claims relating to the insured car for any risk covered is the prior evaluation by an expert assigned by the company. If the insured car is repaired without the company expert's prior evaluation, the policyholder has no right to be compensated.

7

Accident Care

7.1

Definitions

Insurer

The insurance company known as **Hellas Direct**.

Policyholder

The natural or legal person entering into a contract with the Insurer and undertaking the obligations stemming from this Policy.

Insured Persons

The insured persons, who shall be referred to in this document as the "insured" in the interest of brevity, are:

- The owner or legal holder of the vehicle, as defined in the insurance policy documents established with Hellas Direct by the policyholder or the person acting on the owner's behalf.
- The lawful driver of the vehicle at the time of the accident in which it was involved.
- The legal representatives of the Insured legal entity (company, etc.), as these are specified in the insurance policy

Insured Vehicle

The insured vehicle is the vehicle specified in the insurance policy.

Assistance Request

The request made by the insured, described in detail below.

Indemnity

The benefit in kind in the form of assistance services and the other benefits specifically described in the chapter "Cover and company's obligations".

Insured Event

The occurrence of any of the events specified in the chapter "Cover and company's Obligations".

Loss

Every event which results in the Insurer's intervention under this insurance policy.

Accident

Every unforeseen and violent event related to the insured vehicle which was not intended by the Insured and which prevents the smooth continuation of the vehicle's itinerary.

Territorial Limit

The "Roadside Assistance due to Accident" cover is provided 24 hours per day, 365 days per year in the following territories:

- across Continental Greece and on the following islands: Andros, Evia, Corfu, Cephalonia, Lefkada, Zakynthos, Lemnos, Samos, Rhodes, Crete, Chios, Lesvos, Kos, Leros, Karpathos, Mykonos, Siros, Naxos, Paros, Santorini, Tinos, Sifnos, Kythira and Aegina and
- in all European countries and the countries bordering the Mediterranean Sea, except for Albania.

7.2

Insured Risks

The subject matter of this insurance is the provision of Roadside Assistance services due to Accident or Loss pursuant to the terms specified below. The company undertakes the obligation to provide these services to you, should you find yourself in an unfavourable position due to loss.

In order for the indemnity to be provided and for the covers to take effect, you must have submitted an Accident Report or loss report to the company.

7.3

Covers and Company's Obligations

The Roadside Assistance shall be provided to the insured using the personnel and means of Mapfre Asistencia or of its associates.

The cover includes:

1. Assistance in Submitting an Accident Report

In case of an accident, fire or theft of the insured vehicle, call us at 212 2229900 and we will:

- a) Help you fill in the "Accident Report" and "Amicable Settlement" documents.
- b) Help you take all the necessary photographs, i.e. photos of the car and of all the third party vehicles involved in the accident so that their registration numbers and their damage resulting from the accident will be visible.

You must also send us copies of the car's registration certificate, your driver's license and your insurance policy.

You must know the details of the third party involved in the accident (at least their car number) and provide them to us. Otherwise, and provided that you're not covered for Own Damages and Supplementary Risks, you may not be entitled to receive any indemnity.

2. Vehicle Transportation

If your car is immobilised due to an accident and it cannot be repaired on the spot, we will transport it to the location that is nearest or most suitable for its repair or to a location of your choosing, within Greece.

If the garage you have chosen is closed due to a public holiday or weekend, we will undertake the car's storage and safekeeping until the next work day, for up to three

(3) days and up to a maximum cost of one hundred and twelve euros (€ 112).

Once the insured vehicle is transported to the selected location, Mapfre Asistencia's obligation in respect to the particular incident is fully honoured and terminated. Should you require further transportation (i.e. from one garage to another), this shall not be considered a provision of Roadside Assistance (pursuant to Law 3651/2008, article 6, par. 10). According to this law, a second transportation of the vehicle can only be made by a Public-Use Tow Truck Company and at your own expense.

In order for the vehicle to be transported, you must previously have filed a claim (save for exceptional cases such as an injury suffered that prevents you from submitting an Accident Report or an intervention by a Traffic Police interrogation unit).

The transportation of the insured vehicle applies only to passenger cars for private use (non-rented). The aforementioned passenger cars for private use must meet the following conditions: a gross weight up to 3,500 kilos, a height up to 3 metres and a wheelbase length up to 3.5 metres.

Note: The Insured Vehicle will be transported to the location chosen by the Insured within a reasonable time frame.

3. Legal and Medical Advice

In case of an accident, you may request medical or legal advice over the telephone with regard to the accident in question. This information and advice will be provided by professional doctors and/or lawyers who work with Mapfre Asistencia. Medical advice

is available 24 hours per day. Legal advice, on the other hand, is only available on business days between 9.00 am and 9.00 pm.

Clarifications:

- a) If your car is on a Greek island or at a location which is only accessible by boat through a port and it has been immobilised due to an accident, the cost of the ferry boat will be borne by you if you were planning on incurring this cost even if the loss had not occurred.
- b) If you are involved in an accident abroad within the territorial limits specified, you may contact our Emergency Line, noted on your policy document, and we will help you file the Accident Report and then proceed with the claim settlement. In this case, if needed, your car will be transferred to the nearest authorized repair garage in the country where the vehicle was immobilised due to an accident and not to the area of your permanent residence.
- c) Please note that we will dispatch only one agent per insured event, save for exceptional cases such as in case of an injury that prevents you from submitting the Accident Report or an intervention by a Traffic Police interrogation unit.
- d) If your car suffers a total loss, it will be transported only within the prefecture in which it was immobilised.

7.4

Conditions and Duration

The Accident Care and Roadside Assistance insurance comes into effect on the date specified in this insurance policy.

This insurance policy will be valid subject to the following conditions:

- a) The vehicle must remain under the ownership and possession of policyholder.
- b) The policy has not expired, it has not been cancelled, suspended or interrupted.

only reimburse you for these expenses if they have been approved them in advance.

The company is not obliged:

- a) To provide Accident Care and Roadside Assistance services if:
 - there is no reason that would justify submitting a claim for Third Party Liability or for a Supplementary Cover (e.g. due to fire, theft, own damage etc.). If neither of the above applies, you may not be entitled to the service and the entire procedure will stop at that point,
 - weather conditions are unfavourable and the streets are hard to access due to floods, fog, landslide, snow or ice and the repair vehicles and tow trucks cannot move, even with the aid of snow chains,
 - the streets are inaccessible due to exceptional circumstances (earthquake, broken or faulty bridges and so on).
- b) To provide any indemnity if the insured vehicle has been immobilised due to a mechanical, electrical and/or electronic failure.
- c) To put snow chains on the vehicle.
- d) To tow the insured vehicle when this is impossible due to the Vehicle having been immobilised in an underground parking station.
- e) To transport or move other vehicles in order to free the insured vehicle.
- f) To transport the Insured Vehicle if the Loss can be repaired on site.
- g) To provide assistance for a Loss which does not prevent the vehicle from being safely driven to the nearest repair garage.
- h) To transport an insured vehicle which is bearing a load if such load has not been previously removed so that the vehicle can be transported safely.
- i) To transport an insured vehicle bearing double wheels.
- j) To transport a towed vehicle (e.g. a trailer).

k) To hoist, recover or bring back the insured vehicle onto a public road if, due to an accident, it has drifted off the road.

l) To transport an insured vehicle which has no number plates or has number plates which have been destroyed and are illegible.

The company is not responsible for:

- a) The insured vehicle's storage after it is transported to the location specified.
- b) For any loss of or damage to personal belongings or components of the insured vehicle.

The company reserves the right:

- a) To provide the personnel and equipment it chooses or to collaborate at its own discretion with natural or legal persons who/which have the suitable means for providing the compensation agreed hereunder.
- b) To use the available means which it finds to be expedient for dealing with each assistance case covered by this insurance.
- c) To serve insured vehicles which it meets while transporting the insured vehicle.

7.6

Exceptions Force Majeure

This insurance cover does not apply in the following cases:

- a) If the insured vehicle is being driven by a person who does not hold a driver's license as required by Law.
- b) If the insured vehicle is being driven without the consent of its owner or legal holder. However, cover will be provided if the insured vehicle is immobilised due to an accident that occurred while it had been stolen, provided that the theft had been reported to the police.
- c) If the insured vehicle is driven illegally, for instance without a vehicle license or without number plates or in violation of any compulsory legal provision.
- d) If the driver of the insured vehicle caused the Loss because he/she was driving under the influence of alcohol, toxic substances, drugs or medicine taken without a doctor's prescription or in excessive doses.
- e) If the insured acted with malice aforethought or intentionally took any action which led to the Loss.
- f) If the request for assistance is submitted during a time of war and/or is directly or indirectly related to a declared or undeclared war, to hostile operations or to revolt.
- g) For losses resulting from terrorist acts, political or social unrest, stoppages, strikes or uproar, except where the insured vehicle is insured against terrorist acts, stoppages, strikes and malicious damage.
- h) If the event for which assistance is being requested took place before this insurance came into effect.
- i) When the insured vehicle participates in official or unofficial races, practice runs, trials, competitions.
- j) For providing assistance to passengers of the insured vehicle who entered the vehicle by hitch-hiking.
- k) For Losses due to earthquakes and natural phenomena in general which may cause

destruction, provided that the normal traffic conditions and accessibility have not been restored yet.

- l) For Losses caused by the direct or indirect effects of atomic energy, x-rays and radioactive elements in general.
- m) For damage caused to the transported items and for any consequential loss.
- n) For providing assistance to passengers of the insured vehicle who entered the Vehicle by hitch-hiking.

7.7

Policyholder's Obligations

As soon as an event entitling you to services under this insurance occurs, you must:

- a) Call us immediately stating your full name and the car's registration number. Fully inform us of the actual events giving rise to the claim and accurately specify your location and the type of the services you require.
- b) Obtain the company's consent before taking any measures which involve or result in expenses. You must not negotiate, accept or reject claims by third parties related to the insured event without our prior approval.
- c) Use all the means available to you in order to mitigate the effects of the insured event and refrain from taking actions which would increase the cost of providing the assistance. Any negligence from your part with regard to this obligation will entitle us to reduce the services we provide accordingly after taking into account the severity of the consequences of your failure to honour this obligation and your share of responsibility. If the purpose of this negligence was obviously to defraud or mislead the company, then the company will be relieved of all its obligations towards you.
- d) Inform us immediately about any change in your address or in the details provided in the insurance policy.

If you fail to fully perform its obligations stemming from this document, we will be relieved of our obligations.

All the announcements and declarations you have made must necessarily be sent to us.

Damage while transporting the insured vehicle: Generally, while transporting the vehicle in Greece or abroad, under the responsibility of the company and the carrier, a report describing the insured vehicle's condition before and after the transportation will be drafted. This report, which must describe all the damage caused to the vehicle while it was being trans-

8

Road Assistance

7.8

Time Barring

ported, must be signed by the company or the carrier's representative and also by the owner/driver of the car. Each person signing this report will receive one copy thereof. Any disputes between you and the carrier will be recorded in the report and you must inform us about them within 24 hours of collecting the vehicle. After this deadline, no claim will be accepted.

All kinds of claims made against the company will be time-barred after four (4) years have lapsed since the end of the year in which these claims were made.

7.9

Court Jurisdiction

Greek Law will be the applicable law and the Courts of Athens will be competent to resolve any disputes which may arise between the company and the policyholder.

8.1

Definitions

Insurer

The insurance company known as **Hellas Direct**.

Insured Persons

The insured persons, who shall be referred to in this document as the "insured" in the interest of brevity, are:

- The owner or legal holder of the vehicle, as defined the insurance policy which the insured has established with **Hellas Direct**.
- The lawful driver of the vehicle at the time of the accident in which it was involved.
- The legal representatives of the Insured legal entity (company, etc.), as these are specified in the insurance policy

Insured Vehicle

The insured vehicle is the vehicle specified in the insurance policy.

Roadside Assistance

The cover is only available for passenger cars for private use (non-rented). The aforementioned passenger cars for private use must meet the following conditions: a gross weight up to 3,500 kilos, a height up to 3 metres and a wheelbase length up to 3.5 metres.

Assistance Request

The policyholder's obligation detailed below.

Indemnity

The benefit in kind in the form of assistance services and the other benefits described below.

Insured Event

The occurrence of each of the events specified below.

Insurance Certificate

The document provided to the Insured, confirming the Insured's rights, as defined hereunder.

Assistance Call Centre

This is the Call Centre which the Insured must contact when an insured event occurs; its telephone number is printed on the policy documents.

Usual Place of Residence

The place where the policyholder has stated that his/her permanent residence is located for the purposes of this document.

Loss

Every event which results in the Insurer's intervention.

Failure

Any loss on the insured vehicle caused by the vehicle itself, due to electric or mechanical causes, which prevents it from continuing its itinerary.

Accident

Every unforeseen and violent event related to the insured vehicle which was not intended by the Insured and which prevents the smooth continuation of the vehicle's itinerary.

8.2

Vehicle Cover

The assistance provided under this cover and described below is available 24 hours per day, 365 days per year in all European countries and in the countries bordering the Mediterranean Sea, except for Albania.

We will provide assistance if you find yourself in an unfavourable position due to the immobilisation of your car as a result of a traffic accident or a mechanical or electrical failure.

The assistance is provided using the personnel and means of Mapfre Asistencia or of its associates.

The cover includes:

1. On-site Repair, When Possible.

In the event of a breakdown of your vehicle, Mapfre Asistencia will undertake the on-site repair of the vehicle. This will take place as soon as possible depending on the distance and the traffic conditions.

Please also note that Mapfre Asistencia will not bear the cost of spare parts, where such parts are required.

On-site repair also includes changing a faulty tyre with the car's spare tyre.

2. Hoisting of the Vehicle Back Onto the Public Road

If, due to an accident, the vehicle is found outside of the public road network, it will be brought back onto a public road using a special hoisting vehicle and by making every possible effort through all means available to Mapfre Asistencia or to a third party up to a limit of three hundred euros (€ 300), and with Mapfre Asistencia or the third party being relieved of any liability for any damage that may be caused to the vehicle solely and exclusively due to the specific circumstances

and conditions of the accident. Similarly, if causing damage while hoisting, fastening or transporting the insured vehicle cannot be avoided, both Mapfre Asistencia and **Hellas Direct** shall be exempt from all liability in order to perform the vehicle's transportation.

3. Vehicle Transportation within Greece

If the vehicle is immobilised due to a failure or accident and provided it cannot be repaired on-site so that it can safely travel on its own, Mapfre Asistencia will transport it to the nearest or most suitable garage or to the garage of your choice within Greece.

If the garage you have chosen is closed due to a public holiday or weekend, Mapfre Asistencia will undertake the car's storage and safekeeping until the next work day, for up to three (3) days and up to a maximum cost of one hundred and twelve euros (€ 112).

Once the insured vehicle is transported to the selected location, Mapfre Asistencia's obligation in respect to the particular incident is fully honoured and terminated. Should you require further transportation (i.e. from one garage to another); this shall not be considered a provision of Roadside Assistance (pursuant to Law 3651/2008, article 8, par. 10). According to this law, a second transportation of the vehicle can only be made by a Public-Use Tow Truck Company and at your own expense.

If your car is immobilised abroad and cannot be repaired on site so that it can safely travel on its own, the vehicle will be transported to the nearest and most suitable place for its repair. The vehicle may be transported back to your permanent place of residence, provided that the repair work required for the vehicle would take longer than three (3) business days.

Note: The insured vehicle will be transported to the chosen location chosen within a reasonable time frame.

4. Hotel Accommodation

Hotel accommodation for you and your co-passengers up to a limit of seventy five euros (€ 75) per day per person and up to a total cost of two hundred and twenty five euros (€ 225) per person, provided that the repair work needed for the vehicle to be able to safely travel cannot be carried out on the same day and the vehicle's location of immobilisation is more than fifty (50) kilometres away from your place of residence. In order for this benefit to apply, the repair garage you've chosen must be within the prefecture in which the insured vehicle was immobilised.

5 Passenger Transportation

(applicable only in Greece)

Transportation of the passengers from the location of the breakdown or accident:

- to the location to which you have chosen for your vehicle to be transported, provided that the distance of this transfer is longer than fifty (50) kilometres or
- to your usual place of residence if you've chosen to have the vehicle repaired in the area where the breakdown or accident occurred and provided that the repair, to a degree that would enable the vehicle to travel safely, cannot be carried out by the end of the day following its immobilisation and that the car's repair location is more than fifty (50) kilometres away from your usual place of residence. In this case, it is possible to transport the passengers to their destination, provided that the cost of transporting them to their destination is not higher than the cost of transporting them back to your place of residence.

The above transportation can be carried out by a means of transport provided by Mapfre Asistencia or by public transport, the cost of which will be borne by Mapfre Asistencia, or by renting a vehicle with a similar engine size as the one of your car and up to 1,400cc, which Mapfre Asistencia will provide for a period up to seventy two (72) hours and up to a rental cost of two hundred and twenty five euros (€ 225), provided that at least three (3) passengers were in the vehicle when it was immobilised.

It is hereby agreed that it is up to Mapfre Asistencia to choose the method of transportation.

6. Recovery of Stolen Car

(applicable only in Greece)

If your car has been stolen, you will be entitled to the following when it is recovered:

- to have the vehicle transported to your home address or to a garage of your choosing,
- to have the car placed in storage if it cannot be delivered to the repair garage on the same day (if the vehicle has sustained damage due to the theft and must therefore be transported to the repair garage for repairs), provided that the storage cost does not exceed one hundred and twelve euros (€112) and
- transportation of the passengers back to your place of residence or to a repair garage of their choice or to your destination (as long as the cost to the destination does not exceed the cost to the usual place of residence) and provided that the theft has been reported to the competent authorities. Please note that this cover is available only if your car is situated in a location that is more than fifty (50) kilometres away from the home address on your policy documents.

7. Chauffeur Services In Case of Death or Accident of the Driver

Should something happen to you, rendering you unable or unfit to drive, provided that none of your co-passengers are able to drive in your place, we will hire the services of a chauffeur who will take the car and the passengers back home or to their destination (as long as the cost to the destination does not exceed the cost of driving back home). Please note that this cover is available only if your car is situated in a location that is more than fifty (50) kilometres away from the home address on your policy documents.

8. Procurement of Spare Parts

Mapfre Asistencia will procure spare parts for your car's repair and dispatch them to the corresponding repair garage when such parts cannot be found at the garage itself. Of course, you will be asked to pay the cost of spare parts and any customs fees that may apply.

9. Lost Key

In the event that you have locked the car key inside the car or have lost it, Mapfre Asistencia undertakes to take the necessary actions to help you. Mapfre Asistencia will either:

- send a second set of keys – if available – to you or
- transport the vehicle, where possible, to an authorised repair garage or dealership chosen by you, within the prefecture where the vehicle was immobilised, or
- transport the vehicle, where possible, to an authorised repair garage or dealership within the prefecture of your place of residence, as specified in the insurance policy. The vehicle will be transported under your exclusive responsibility and Mapfre Asistencia will not be held in any way responsible for any damage caused during its transportation.

Note: the insured vehicle will be transported to the location you have chosen within a reasonable time frame.

10. Immobilization When Your Car is Out of Fuel

Should you run out of fuel, the Road Assistance will transport your car to the nearest petrol station

Clarifications

It is clarified that for cover under points (4), (5), (6.c) and (7) above, the vehicle's immobilisation location must be more than fifty (50) kilometres away from your usual place of residence.

If your car is on a Greek island or at a location which is only accessible by boat through a port and it has been immobilised due to an accident, the cost of the ferry boat will be borne by you if you were planning on incurring this cost even if the loss had not occurred.

If the car is immobilised due to an accident, the benefits for hotel accommodation, transportation back to the usual place of residence or transportation to the destination are also extended to those passengers of the insured vehicle who are not "Insured Persons" by definition.

You must always carry Insurance Policy in your car in order to prove the validity of the Roadside Assistance cover. Otherwise, and in accordance with Greek Law 3651/2008 (on road safety), the company will be unable to provide any indemnity. If it is later proven that you were entitled to the Roadside Assistance cover and that you incurred expenses for the required services, we will compensate

you up to the amount of one hundred and fifty euros (€ 150), once you send us the corresponding payment receipts.

Special cases in which the cost of the vehicle's transportation or storage is not covered

1. A prerequisite for Mapfre Asistencia to undertake your vehicle's transportation, in case of an incident, is that either you or a friend / relative is on spot and can provide the vehicle's keys. Otherwise, Mapfre Asistencia will not be able to offer its towing services.

This means that if the Traffic Police needs to move the vehicle, for whatever reason, they will call a private company who will arrange the vehicle's transportation.

In such case, you will be charged with the cost of the towing services and the vehicle's storage and safekeeping. Please note that the cost increases each day your vehicle is kept in the garage.

2. If at the time when Mapfre Asistencia undertakes your vehicle's towing and transportation, the garages are not operating (e.g. late hours or weekends), then the towing truck will move your vehicle to Mapfre Asistencia's storage area, free of charge.

To avoid any extra charge, you will have to move your vehicle from the area the next morning or, if it's the weekend, next Monday morning.

8.3

Conditions and Duration

The Roadside Assistance insurance comes into effect on the date specified in this insurance policy.

This insurance policy will be valid subject to the following conditions:

- a) The insured vehicle must remain under the ownership and possession of the policyholder.
- b) At the moment of contracting the insurance, the insured vehicle must not have sustained any damage and must be fully operational within the territorial limits specified above.
- c) The insurance policy has not been cancelled, interrupted or suspended.

8.4

Clarification and Special Cases

It cannot be assumed that the cover provided under this insurance entitles you to request or agree the provision of services by any third party and to then claim the amount which you have paid or promised to pay to such third parties from company.

The insurance cover provided hereunder consists of benefits in kind (and not in cash), except where otherwise provided in this policy, by the company's associates in the countries within the territorial limits of this insurance, except where we are unable to serve you through our network of associates due to force majeure, as defined below. In the case of force majeure, we may ask you to pay for the necessary services and then send us the relevant receipts. In this case, we will only reimburse you for these expenses if they have been approved them in advance.

The company is not obliged:

- a) To provide Roadside Assistance services if:
 - weather conditions are unfavourable and the streets are hard to access due to floods, fog, landslide, snow or ice and the repair vehicles and tow trucks cannot move, even with the aid of snow chains,
 - the streets are inaccessible due to exceptional circumstances (earthquake, broken or faulty bridges and so on).
- b) To put snow chains on the vehicle.
- c) To tow the insured vehicle when this is impossible due to the vehicle having been immobilised in an underground parking station.
- d) To transport or move other vehicles in order to free the insured vehicle.
- e) To transport the insured vehicle if the failure can be repaired on site.
- f) To provide assistance for a failure which does not prevent the Vehicle from being driven safely to the nearest repair garage.

- g) To transport an insured vehicle which is bearing a load if such load has not been previously removed so that the vehicle can be transported safely.
- h) To transport an insured vehicle bearing double wheels.
- i) To transport a towed vehicle (e.g. a trailer).
- j) To transport an insured vehicle which has no number plates or has number plates which have been destroyed and are illegible.

The company is not responsible for:

- a) The insured vehicle's storage after it is transported to the location specified by the insured.
- b) Any further actions if the insured vehicle is in a gorge, lake, river, sea, in sand and so on after it has been turned over, slid or due to any other cause and the Insurer has done everything in its power to tow it using the means available to the insurer.
- c) If, despite these efforts, the vehicle has not been recovered, the company will not be held responsible and all its obligations for this particular recovery will cease to apply. If the vehicle is eventually recovered and, due to the particular circumstances, the car sustains damage, the company will not be responsible for providing compensation.
- d) For any losses that may be caused if the towing or lifting described above is eventually achieved.
- e) For any loss of or damage to personal belongings or components of the insured vehicle.

The company reserves the right:

- a) To provide the personnel and equipment it chooses or to collaborate at its own discretion with natural or legal persons who/which have the suitable means for providing the Roadside Assistance agreed hereunder.
- b) To use the available means which it finds

to be expedient for dealing with each assistance case covered by this insurance.
c) To serve insured vehicles which it meets while transporting the insured vehicle.

8.5

Exceptions Force Majeure

This insurance cover does not apply in the following cases:

- a) If the insured vehicle is being driven by a person who does not hold a driving license as required by Law.
- b) If the insured vehicle is being driven without the consent of its main or legal holder. However, cover will be provided if the vehicle is immobilised by an accident or a failure while it had been stolen, provided that the theft had been reported to the police.
- c) If the insured vehicle is being driven illegally, for instance without a vehicle license or without number plates or in violation of any compulsory legal provision.
- d) If the driver of the insured vehicle caused the Loss because he/she was driving under the influence of alcohol, toxic substances, drugs or medicine taken without a doctor's prescription or in excessive doses.
- e) If the policyholder acted with malice aforethought or intentionally took any action which led to the Loss.
- f) If the request for assistance is submitted during a time of war and/or is directly or indirectly related to a declared or undeclared war, to hostile operations or to revolt.
- g) If the event for which assistance is being requested took place before this insurance came into effect.
- h) If the insured vehicle participates in official or unofficial races, practice runs, trials, competitions, stunts, shows or celebratory marches or is driven in a way that has been proven to be dangerous.
- i) For damage due to earthquake and natural phenomena in general which may cause large-scale destruction, provided that the normal traffic conditions and accessibility have not been restored yet.
- j) For Losses caused by the direct or indirect effects of atomic energy, x-rays and radioac-

tive elements in general.

- k) For damage caused to the transported items and for any consequential loss.
- l) For providing assistance to passengers of the insured vehicle who entered the vehicle by hitch-hiking.

8.6

Policyholder's Obligations

As soon as an event entitling you to services under this insurance occurs, you must:

- a) Call us immediately stating your full name and the car's registration number. Fully inform us of the actual events giving rise to the claim and accurately specify your location and the type of the services you require.
- b) Obtain the company's consent before taking any measures which involve or result in expenses. You must not negotiate, accept or reject claims by third parties related to the insured event without our prior approval.
- c) Use all the means available to you in order to mitigate the effects of the insured event and refrain from taking actions which would increase the cost of providing the assistance. Any negligence from your part with regard to this obligation will entitle us to reduce the services we provide accordingly after taking into account the severity of the consequences of your failure to honour this obligation and your share of responsibility. If the purpose of this negligence was obviously to defraud or mislead the company, then the company will be relieved of all its obligations towards you.
- d) Inform us immediately about any change in your address or in the details provided in the insurance policy.

If you fail to fully perform its obligations stemming from this document, we will be relieved of our obligations.

All the announcements and declarations you have made must necessarily be sent to us.

Damage while transporting the insured vehicle:

Generally, while transporting the vehicle in Greece or abroad, under the responsibility of the company and the carrier, a report describing the insured vehicle's condition before and after the transportation will be

8.7

Time barring and Dispute Resolution

All kinds of claims made against the company will be time-barred after four (4) years have lapsed since the end of the year in which these claims were made.

Greek Law will be the applicable law and the Courts of Athens will be competent to resolve any disputes which may arise between the company and the policyholder.

Appendix I

Summary Reference of the No 87/5.4.2016 Executive Committee Act of the Bank of Greece

Summary Reference of the No 87/5.4.2016 Executive Committee Act of the Bank of Greece

Summary Reference of the No 87/5.4.2016 Executive Committee Act (Official Government Gazette 1109, Issue B, 19/4/2016)

This decision of the Bank of Greece came into effect on the 19th of April 2016 (Article 10 of Act) and is applicable to all insurance companies operating in the class of motor vehicle civil liability insurance in the Hellenic Republic (Article 1 of Act).

In accordance with Article 7, Paragraph 2 of the aforementioned Act of the Bank of Greece, which makes such reference to the Act in all insurance contracts mandatory, the following is noted:

Rules governing the settlement procedure:

1. Undertakings shall use their best efforts to settle promptly any damage arising from vehicle accidents within the three-month deadline laid down in Article 6(6) of Presidential Decree 137/1986 for the submission of either (a) a reasoned offer of compensation in cases where liability is not contested and where the damages have been quantified; or (b) a reasoned reply regarding the points included in the beneficiary's claim in cases where liability is contested or not fully ascertained and where the damages have not been quantified. Reasoned replies must state the particular reason for which undertakings deny compensation to injured persons.

(Article 3 of Act, Article 6 para. 6 and 9 of Presidential Decree 237/1986)

2. Undertakings shall attach to the compulsory insurance policy against civil liability in respect of the use of motor vehicles to be delivered to the insured party, in addition to the documents set out in the insurance legislation, also the following documents: vehicle accident report and compensation claim form (Article 7 of Act). In the compensation claim form, the insured party must report, among other details, the vehicle's location, so that the insurance company can conduct the assessment of the damage, if necessary.

A compensation claim shall be submitted through any appropriate means (by letter, fax, email, mobile phone message, or deposited to the undertaking and the offices or natural or legal persons designated by the undertaking under para. 4 below, which shall grant the relevant receipt).

Document receipts shall, as a minimum, contain the following data: the serial number of an issued receipt, the logo and name of the undertaking, full name and home address of the insured party or the injured person, their signatures, the description of the type of document received, date of receipt of the document, as well as full name, position and signature of the employee who received the document.

The following documents shall be assimilated to document receipts: (a) Hellenic Post (ELTA) receipts signed by the undertaking's employee who received the registered mail; (b) fax delivery receipts attesting transmission to the fax number notified by the undertaking in accordance with paragraph 4 below; (c) evidence of transmission to the email address notified by the undertaking in accordance with paragraph 4 below; (d) mobile phone message to the number notified by the undertaking in accordance with paragraph 4 below; and (e) proofs of service by process servers, as provided for in the Code of Civil Procedure.

The undertaking shall keep posted on its website its contact data, including, as a minimum, the postal address, mobile phone number, fax number and email address of all offices and authorised natural and legal persons for the purposes of this article.

(Article 4 and Appendix of Act)

3. Where undertakings deem that an expert assessment of property damage is necessary, they shall carry out such assessment provided that the vehicle is located in the place indicated by the injured person, within fifteen days at the latest if the accident occurred in Greece or within twenty-five days at the latest if the accident occurred abroad, without prejudice to cases in which a national Motor Insurance Bureau is required to conduct or has undertaken the settlement procedure. The abovementioned deadlines shall start on the day of submission to undertakings of any of the documents referred to in Article 4(1) above.

(Article 5 of Act)

4. The compensation offer by undertakings in accordance with Article 6(6)(a) of Presidential Decree 237/1986 shall indicate, as a minimum, the exact compensation sum offered to injured persons, as well as the time, place and manner of providing monetary or in natura compensation.

(Article 6 para. 1 of Act)

5. The time of payment mentioned in the compensation offer shall not exceed ten days following the date of the offer. If in natura compensation is agreed, the time of compensation may not exceed twenty days following the date of the agreement, unless otherwise specifically agreed between the parties.

(Article 6 para. 2 of Act, Article 6 para. 8 of Presidential Decree 237/1986)

6. Without prejudice to the provisions of Law 2472/97, insured parties and injured persons are entitled to obtain copies of all the documents kept by the undertaking regarding the damage that occurred, in the outcome of which they have a legitimate interest. At the same time, they shall be issued a receipt. For validation purposes, copies of documents shall bear the undertaking's seal.

(Article 8 of Act)

7. For any violation of the provisions of this Decision, the penalties laid down in Article 256(3) of Law 4364/2016 (Government Gazette A13) shall be imposed.

(Article 9 of Act)

Appendix II

Sample Claim Report Form



**HELLAS
DIRECT**
RETHINK INSURANCE

**CLAIM REPORT FORM
HD INSURANCE LTD**

INSURED CAR

POLICY NUMBER _____
 START DATE _____ END DATE _____
 REGISTRATION NUMBER _____ USE _____
 MAKE – MODEL - COLOUR _____
 HP _____ SEATS _____ CC _____

INSURED PERSON

OWNER (NAME AND SURNAME) _____
 OWNER'S ADDRESS _____ TELEPHONE _____ EMAIL _____
 DRIVER (NAME AND SURNAME) _____
 DRIVER'S ADDRESS _____ TELEPHONE _____ EMAIL _____
 DRIVER'S DOB _____
 DRIVER'S LICENCE NUMBER _____ ISSUE DATE _____ EXPIRY DATE _____ LICENCE TYPE _____

ACCIDENT DETAILS

DATETIME _____
 LOCATION (CITY – STREET - NUMBER) _____
 HAVE THE POLICE BEEN NOTIFIED ? _____
 WHICH UNIT ? _____

PHYSICAL DAMAGES	VEHICLE B	VEHICLE C	NON-VEHICLE PROPERTY DAMAGES
OWNER'S NAME:			
DRIVER'S NAME:			
ADDRESS – TEL – EMAIL:			
REGISTRATION NUMBER – USE - COLOUR:			
MAKE – MODEL:			
INSURANCE COMPANY:			
COLLISION DETAILS:			
COST OF DAMAGES:			

BODILY INJURIES		
NAME/SURNAME:		
ADDRESS – TEL – EMAIL:		
TYPE OF INJURY:		
AGE:		
HOSPITAL:		
PASSENGER/PEDESTRIAN:		
SOCIAL SECURITY AUTHORITY:		
SEAT-BELT/HELMET:		

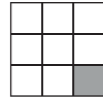
ACCIDENT DESCRIPTION		ACCIDENT DIAGRAM	
COLLISION DETAILS			
INSURED VEHICLE		OTHER	
WHOSE FAULT WAS IT ?			
IS THERE A CLAIM ?			
WITNESSES:			
DO YOU KNOW THE CLAIMANT ?			
WHERE IS YOUR VEHICLE ?			

THE APPLICANT

DATE

Appendix III

Sample Claim Payment Request



HELLAS DIRECT

RETHINK INSURANCE

CLAIM PAYMENT REQUEST Addressed to HD INSURANCE LTD

With this document, I request payment for the claim which took place on _____ (day/month)
at _____ (hour:minutes) at _____ (full address).

SUMMARY INFORMATION

CLAIMANT INFORMATION	DAMAGED VEHICLE INFORMATION
NAME/SURNAME: _____	_____
ADDRESS: _____	_____
TELEPHONE: _____	_____
MOBILE PHONE: _____	_____
EMAIL: _____	_____
REGISTRATION NUMBER: _____	_____
MAKE – MODEL: _____	_____
INSURANCE COMPANY: _____	_____

THE DRIVER WHO COLLIDED WITH ME DID THE FOLLOWING

- Started moving / opened the door
- Was leaving a parking space / a private space / coming out of a dirt road
- Was turning into a parking space / a private space / coming out of a dirt road
- Changed lanes
- Was overtaking another vehicle
- Turned suddenly
- Was reversing
- Was driving on the wrong side of the road
- Was conducting a U-turn
- Did not stop at a red signal
- Did not stop at a STOP sign
- Other: _____

PLOT THE POSITION AND MOVEMENT OF THE INVOLVED VEHICLES BELOW

COLLISION DETAILS	
INSURED VEHICLE	OTHER

WITNESSES		
	WITNESS A	WITNESS B
NAME/SURNAME:	_____	_____
ADDRESS:	_____	_____
TELEPHONE:	_____	_____
MOBILE PHONE:	_____	_____
INJURED PARTIES		
	INJURED A	INJURED B
NAME/SURNAME:	_____	_____
ADDRESS:	_____	_____
TELEPHONE:	_____	_____
MOBILE PHONE:	_____	_____

My car is available for a claim assessment at the following address

OTHER NOTES

THE CLAIMANT

LOCATION

DATE

Appendix IV

Sample Objection Statements

OBJECTION STATEMENT A

(Article 2, Paragraph 5 of Law 2496/1997)

HD Insurance Ltd
59 - 61 Agiou Konstantinou
Street, Marousi 151 24

REGISTERED POST

With this document I express my objection to the content of Insurance Contract _____ sent to me, as the referred content differs from the information I submitted during the quotation process. More specifically, the content varies in the following:

As a result of the above, the insurance agreement signed between us and the respective Insurance Contract are both declared invalid and as if they have never taken place.

DATE

SIGNATURE

OBJECTION STATEMENT B

(Article 2, Paragraph 6 of Law 2496/1997)

HD Insurance Ltd
59 - 61 Agiou Konstantinou
Street, Marousi 151 24

REGISTERED POST

With this document I express my objection to the Insurance Contract _____ sent to me, as:

- The Insurance Contract does not contain the content defined in Article 4, paragraph 3 of Law 400/1970.
- The Insurance Contract was sent to me without the relevant Terms & Conditions.

As a result of the above, the insurance agreement signed between us and the respective insurance contract are both declared invalid and as if they have never taken place.

DATE

SIGNATURE

Appendix V

Sample Withdrawal Statement

WITHDRAWAL STATEMENT

(Article 4a, Paragraph 6 of Law 2251/1994)

HD Insurance Ltd
59 - 61 Agiou Konstantinou Street,
Marousi 151 24

REGISTERED POST

With this document I declare my withdrawal from the insurance agreement signed between us and I request the cancellation of the Insurance Contract _____ signed for the vehicle with registration number _____, in accordance with Article 4a Paragraph 6 of Law 2251/1994, within the required by Law timeframe of 14 days from the receipt of the Insurance Policy and Terms & Conditions.

As a result of the above, the insurance agreement signed between us and the respective insurance contract are both declared invalid and as if they have never taken place.

DATE

SIGNATURE

Appendix VI

General & Special Conditions for Vehicle Legal Protection

General & Special Conditions for Legal Protection Insurance

General & Special Conditions for Legal Protection Insurance

1. What it covers

Legal Protection consists of covering lawyers' and court fees and is offered in the following cases:

- a) Claims for civil damages from accidents according to the laws on Third Party liability.
- b) Defence in criminal courts in the case of death or injury of a person in an accident or due to violation of other criminal or police provisions.
- c) Appeal to the relevant public authority for confiscation or limitation of a driver's license and/or a vehicle registration number, as well as their retrieval and commencement of procedures in court for the same reasons.
- d) In cases of differences with obligational contract relating to the property of the main or legal holder of the insured vehicle (legal protection of obligational contracts of vehicle). The contract from which the need for preservation of lawful interests stems must be drafted in the time period of the policy's validity.

2. What is included

- 1) Hellas Direct undertakes the following:
 - a) Payment of a lawyer's fee in accordance with the Lawyers Federation Bills for lawyer's fees for the relevant procedural action as it is agreed upon each time.
 - b) Payment of court fees necessary for carrying out extra-judicial and court procedures which are reasonably and objectively required for the protection of your interests (this includes an extra-judicial investigation by an expert, providing this is deemed necessary in order to ascertain the extent of your demands), as well as damages to witnesses and experts called upon or appointed by the court according to prices in effect during the period of insurance and the payment of legitimate fees of bailiffs.
 - c) Payment of the defendant's court fees in the event that a court ruling finds you, the policyholder responsible for paying these.
- 2) Hellas Direct will not cover:
 - a) Expenses pertaining to settlements reached by you without the insurer's approval and which are not proportional to the victory or which are not necessary according to the law.
 - b) Expenses incurred by your willful act or act of negligence.
 - c) The costs of extra-judicial expertise above and beyond that which the insurer oversees.
- 3) The determined amount of insurance is six thousand euro (€ 6,000) for each case which constitutes the highest amount possible to be given in total to you and any other individuals covered by the policy.

3. Where it applies

Legal protection is provided solely to insurance cases occurring in Greece.

4. Whom it applies to

- a) The main, lawful holder as well as persons who drive or ride in the vehicle as determined

by the registration number which appears on the policy and who do so with the main holder's permission ("Vehicle Legal Protection").

b) The legal representatives of the insured legal person, if they are driving or riding in the insured vehicle during the occurrence of the insurance incident.
In the case of your death, injury or damage to your health, natural persons entitled to claim compensation by law are offered legal protection in this procedure.

Unless otherwise agreed, all rights from the insurance contract belong to you. The company may offer legal protection to other parties benefiting from the insurance providing you have no objection to this.

No insurance protection is offered for the preservation of lawful interests of third parties benefiting from your contract against each other or against you.

All your rights and obligations, under the terms of the present policy, apply for or against (accordingly) third parties mentioned in paragraphs 1 and 2.

5. When is it activated

1) In cases of claims for compensation arising from legal provisions for third party liability, the insurance incident is considered to have come about at the point in time when the event on which the demand is based, occurred.

2) In cases of violation of criminal or police provisions, the incident is considered to have occurred at the point in time when you began (or claim to have begun) to violate the provision.

3) In all other cases, the incident is considered to have come about when you, the disputant or third party first started, or claim to have started to breach obligations of contract or violate legal provisions.

6. Policyholder's Obligations

1) Following the occurrence of an incident within eight (8) days of being informed of an insurance incident you are obliged to:

- a) Inform the insurer and give him all necessary information, evidence and documents relevant to the circumstances and consequences of the incident.
- b) Give the lawyer power of attorney according to article 11 par. 2, to preserve your interests and fully inform him of the true events pertaining to the case, indicate proof, mainly the names and addresses of witnesses, and inform him of every useful piece of information as well as present him with necessary documents.
- c) Obtain the company's consent in writing before taking any measures that incur costs, particularly the filing of law suits or legal remedies and avoid any action that would, without justification, increase expenses.
- d) In cases where you have personally covered costs, you must at once provide the insurer with the receipts of legal and court fees. In this case, these costs will be attributed to you based on the calculation of lawyer's fees mentioned in article 2, provided these are justified by the kind of claim and its extent and are necessary for its preservation.
- e) Undertake any action relevant to the incident that is in your interest, acting in good faith and honesty.
- f) Not commit to recognizing or undertaking obligations towards any third party without the written consent of the company.

2) You may not claim to be unaware of the incident should this lack of knowledge be a result of your own negligence.

3) If you violate your obligations as drawn out in the first paragraph the insurer has the right to request that you restore the damages brought about by this violation and to deny the continuation of cover for the incident in question during which you demonstrated a violation of obligation.

7. Selection and Appointment of Lawyer

1) You have the right to select the lawyer who will undertake to safeguard your lawful interests. Failure to do so once the incident is reported, gives the insurer the right to do so on your behalf.

2) The command is given to the lawyer solely by Hellas Direct in your name and at your instruction. If a lawyer is instructed by you directly, the company is not obliged to offer insurance protection, unless it is objectively established that failure to instruct the lawyer directly would have put the ensuring of your legal interests at peril and that prevention of this danger was not otherwise possible. In this case you are obliged to inform the company of this action at once, to state the reasons which compelled you to contact a lawyer directly and ask for insurance cover citing this case as an exception.

3) The lawyer bears a responsibility to you according to general provisions. Hellas Direct bears no responsibility for the lawyer's actions.

8. Other Obligations and Rights of the Company

1) The company may examine whether the preservation of your lawful interests is necessary according to article 1. Should the company deny the need for preservation of your lawful interests, it is obliged to justify this decision to you as soon as possible. In this case, you may prompt a decision from the lawyer representing you regarding your need for provision of lawful interests. The company has the same right. The lawyer's decision binds both you and the company, unless it is irrelevant to the real basis of the case.
Should you or the company consider the lawyer's decision to be irrelevant to the correct legal basis of the case, an arbitrator is called upon to rule a final decision. If the two parties are not in agreement on who the arbitrator should be each party can, according to the law, ask for the appointment of an arbitrator. If, according to the lawyer's or arbitrator's ruling, the preservation of your lawful interests is deemed necessary, the company must undertake to pay the expenses for these decisions. In the opposite case, the expenses must be covered by you.

2) The company has the right -and at your request, the obligation- to preserve your lawful interests and attempt to settle the case out of court before appointing a lawyer. In the case that the company manages to settle the difference and there is a disagreement between you and the company concerning whether the settlement is in your best interest and whether you should accept, the procedure outlined in the previous paragraph is followed. This is done to determine whether your refusal to accept the settlement is justified in which case the company is obliged to cover the expenses of the legal procedure, or whether the company's obligation expires once a settlement is reached.

9. Reimbursement to the Company

1) Your payment claims for judicial or extrajudicial expenses prepaid by the insurer on your behalf, are transferred to the company once made. Amounts already paid to you are paid to the company. You are obliged to provide the company with every necessary document (power of attorney, authorization etc.) in order for the company to directly collect these amounts. Independently of this, by signing the contract with the company you give it the right and the power of attorney to act in your name both extrajudicially and in court for compensation from a third party and particularly for the collection of these expenses.

2) You are obliged to support the company in every possible way when it exercises its claims against third parties for expenses that have been transferred to him on your behalf. You are obliged to deliver upon request the necessary documents proving the existence of the claim as well as any further proof.

3) Violation of the above obligation on your part means responsibility to restore all the insurer's damages.

10. General Provisions

1) You are obliged to take all reasonable precautions for the avoidance of damages and to abide by the laws and provisions in effect.

2) The terms pertaining to the mandatory insurance of the vehicle concerning the commencement, duration, amendment and termination of the contract are accordingly in effect in the insurance of legal protection, provided that they do not come into conflict with the content of this insurance and are not excluded by the special terms of legal protection.

11. Exclusions

Legal protection is excluded in the following cases:

- a) In insurance incidents where any of the Legal Protection and optional covers' exclusions are met, as provisioned by Law or stated in this policy.
- b) If it is finally verified that you have committed the offense willfully.
- c) Where differences arise between you and the insurer concerning the policies and where there is no insurance protection for whatever claims the insured persons have against the insurer.
- d) For objects in the vehicle which are neither its components nor form its extension.
- e) For insurance incidents mentioned to the insurer six months after the expiration of the policy.

12. Insurance with Multiple Insurers

In case you have been insured for the same danger with more companies (multiple insurance) you, as the recipient of the insurance and/or policyholder, are obliged to make these covers and their amounts known to the company in writing and without delay. Most insurances are valid up to the extent of the insurance damage. If the existence of other covers is not made known when the contract is drawn up, the insurance will be limited to the amount not covered by previous insurance.

In this case the company has the right to denounce the contract and take the accrued insurance premiums. Any damage that may occur under contract will be divided among all the insurance companies according to their proportion of participation in the insured danger and not overall.

In the case that you the policyholder or the person who makes the agreement with the company intentionally fails to make the other covers known, the company bears no responsibility according to article 15 of law 2496/97

13. Time Lapse

The claims stemming from this contract cease to be in effect four (4) years following the end of the year in which they come into being.

14. Court Responsibility – Law in Effect

It is agreed that the courts of Athens are responsible for the resolution of differences between you and the insurer relevant to this policy. Greek law is applicable.

Appendix VII

Notification for the Processing of Personal Data (Tiresias S.A.)

Notice From Tiresias S.A.

Processing of Personal Data

Editor: The société anonyme under the corporate name **"BANK INFORMATION SYSTEMS S.A."** trading as **"TIRESIAS SA"** (controller), with registered office in Maroussi, Attica, 2 Alamanas and Premetis Str., (Tax ID No 094498725 Athens Tax Office for the Taxation of Sociétés Anonymes) (hereinafter referred to as "Tiresias") keeps a Risk Checking File ("TSEK File") according to the decision of the Hellenic Data Protection Authority ("HDPA"), 186/2014.

Purpose of Processing: Ensuring commercial credit, reliability and security of transactions and the exercise of the rights of economic freedom and free provision of information to businesses by enabling traders to assess the solvency of their counterparties, and in particular the trading/credit risk assumed under business activity.

Legal Basis of Processing: The legitimate interest sought by the recipient of the data: trade security, economic freedom and freedom of information.

Data Categories: The following data are kept in the TSEK File: a. uncovered checks, b. Unpaid, at maturity, bills of lading and bills in order, c. Bankruptcy applications - Decisions rejecting bankruptcy claims for lack of property of the debtor, d. Conciliation / Settlement Requests and Decisions (Article 99 et seq. of the Bankruptcy Code), e. Bankruptcy declared, f. Payment orders & orders for restitution of use of leased property, g. Auctions of immovable and movable property, h. Mortgages, result of mortgages and mortgage prenotations, i. Property seizures and cheques under LD 17.7/13.8.1923, j. Applications and judgments of court settlement of debts of Law 3869/2010 and k. Company data from the Government Gazette and GEMI. Furthermore, TIRESIAS keeps a file of this notice (via the recipient of your data that is acting as processor) signed by you.

Data Sources: The above data are collected by the following sources: data under a, b and j: from Credit Institutions, data under j: from Financial Institutions (Credit Companies, Leasing Companies, Factoring Agents and Card Issuers and Management Companies) and from Loan and Credit Claims Management Companies², data under f, g and j: from the Magistrates' Courts, data under g: from the Auction Website of the Unified Social Security Institution (E.F.K.A.) - Lawyers' Insurance Fund (TAN), data under c, d, e and f: from Courts of First Instance, data under f: from the Government Gazette and the General Electronic Commercial Registry (GEMI) and data under h and i: from the Land Registry and Cadastral Offices.

Retention Times: Data is retained for the following periods of time³: a. Uncovered checks, unpaid, at maturity, bills of exchange, bills in order: for 2 years, in each case up to 10 years, b. Payment orders: for 3 years in each case up to 10 years, c. Auctions, seizures and cheques LD 17.7/13.8.1923: for 4 years in each case up to 10 years, d. Bankruptcy applications: for 5 years. If the bankruptcy application is rejected, due to lack of sufficiency of the debtor's property, the information is retained for 10 years, f. Decisions and conciliation/settlement decisions: for 5 to 10 years from the date of filing, publication of a decision, termination of an agreement, in each case up to 15 years. g. Bankruptcy declared: for 10 years in each case up to 15 years, h. Mortgage prenotations, mortgages and results shall be deleted when removed, i. Applications and judgments of court settlement of debts: for 3 years from the settlement of the debts concerned/the date of the hearing/the discharge, in each case up to 10 years, Orders for restitution of use of leased property: for 3 years, k. data relating to Board members, managers and company members from the Government Gazette & GEMI: for 10 years. The file of signed notices shall be kept for five (5) years from the end of the transaction/contract for the purpose of establishing, exercising or supporting its legal rights or fulfilling TIRESIAS's obligations.

Data Recipient: The recipient of the above data is the business under the name "HD INSURANCE LTD" (Hellas Direct), with which you transact, upon prior connection with it and in accordance with the relevant terms of connection (<https://tsek.teiresias.gr>) (hereinafter referred to as "business"). The data is provided to the business for its own use, is not intended for resale or further disposal and is maintained by it until the end of the transaction in question. If you are connected with the company under a contract for a fixed or indefinite period of time, the above data will be available to the company for as long as the above contract, at the option and under the responsibility of the company, is valid. The company also provides the possibility of an alarm when adding or deleting data that concerns you.

Your Rights and their exercise: You have the right to access, rectify, erase, restrict the processing, oppose, complain to the HDPA, non-transmit it in accordance with the applicable legislation on the protection of personal data (Regulation 2016/679) and HDPA 186/2014, which you can exercise in writing (either by electronic means) in Tiresias or the aforementioned undertaking, which in this case acts as agent of Tiresias. In the event that you exercise your right to the business, we will immediately and promptly transmit the above document electronically (by email or fax) to TIRESIAS to examine it.

Tiresias has the right to refuse your request if the processing or the maintenance of the data is necessary under the law or if there is a prevailing legitimate interest of its own or of the recipient and for establishing, exercising or supporting legal rights or fulfilling obligations. However, in any case, if you wish, Tiresias may cease transmitting your data to all the recipient companies of the TSEK system, henceforth transmitting the relevant indication (ban on transmission)⁴, which is assessed freely. If you exercise the right to non-transmission in the business, or oppose access to it in the TSEK file, the company shall be immediately required to discontinue access to your data and to inform Tiresias accordingly. In the event that you exercise the right to restrict the processing, TIRESIAS temporarily ceases to transmit the data and the message "It has restricted the processing for the data" is transmitted in its place, which is constantly appreciated by the recipients. Your removal of the request for non-transmission or limitation of the processing is free and is made at any time only to Tiresias. The exercise of these rights acts for the future and does not concern data processing already performed.

As regards the above system of Tiresias, information is provided to the public from time to time through the press and via the company's website at the addresses <http://www.tiresias.gr> & <https://tsek.teiresias.gr>. Visit our website for more information.

Data Protection Officer of TIRESIAS S.A. has been appointed Mr Giannis Mourgelas (Tel. +30 210 36.76.700, dpo@tiresias.gr, 2 Alamanas GR-151 25 Maroussi).

Visit our website for more information.

I took note of the above information

² Pending approval by the HDPA.

³ Exceptions to general retention times are provided for in Article 40 of Law 3259/2004 and the file's Rules of Operation approved by the HDPA.

⁴ Exceptionally company data from Government Gazette and the GEMI will still be transmitted.

DATE

SIGNATURE & FULL NAME

Notice from HD Insurance Ltd

Processing Of Personal Data

We hereby notify you that our business under the corporate name "HD 360", with registered office in Cyprus, Nicosia, Dasoupoleos 8, Tax ID No CY10357242Q, tel.2122229999, which is a fully owned subsidiary of HD INSURANCE LTD" (whose branch "Hellas Direct" is registered in Athens, Agiou Konstantinou 59-61 str, Marousi, Tax ID No 997517233), will search (the search including any activation of the alarm service for entering/deleting data) in the Risk Checking File ("TSEK File") of TIRESIAS S.A. ("TIRESIAS"), 2 Alamanas Street, GR-151 25 Marousi, tel. +30 210-36-76-700 (controller) any data relating to you for the purpose of evaluating or reassessing the trading/credit risk incurred in the course of our transaction or agreement for a fixed or indefinite period of time, for as long as this applies, at the choice of our business. Furthermore, according to the decision of the Hellenic Data Protection Authority ("HDPA") No 186/2014, our company acts as a processor on behalf of TIRESIAS in terms of providing you with information and the exercise of your rights.

Particularly:

Purpose of Processing: (a) Securing commercial credit, reliability and security of transactions and the exercise of the rights of economic freedom and free information by enabling our company to assess or reassess the solvency of its counterparties, and in particular the transactional credit risk in the undertaken business **(b)** your information on the processing of your personal data and the exercise of your rights.

Legal Basis of Processing: (a) with regard to the data obtained: The legitimate interest of our business for security in trade, financial freedom and freedom of information **(b)** in terms of providing information and exercising your rights: complying with an obligation arising from data protection legislation.

Categories & Data Source: Our business acquires access to the Data of the TSEK File kept by TIRESIAS: (a) Uncovered checks, (b) Unpaid, at maturity, bills of lading and bills in order, (c) Bankruptcy applications - Decisions rejecting bankruptcy claims for lack of property of the debtor, (d) Conciliation/Settlement Requests and Decisions (Article 99 et seq. of the Bankruptcy Code), (e) Bankruptcy declared, (f) Payment orders & orders for restitution of use of leased property, (g) Auctions of immovable and movable property, (h) Mortgages, result of mortgages and mortgage prenotations, (i) Property seizures and cheques under LD 17.7/13.8.1923, (j) Applications and judgments of court settlement of debts of Law 3869/2010 and (k) Company data from the Government Gazette and GEMI.

Moreover, the processor on behalf of TIRESIAS shall keep a record of the signed information communicated for TIRESIAS for as long as the contract between our company and TIRESIAS is valid. Immediately after any termination of our contract with TIRESIAS your signed information will be forwarded to the latter.

Retention Times: The extracted data shall be destroyed after the end of the transaction for which it was acquired. Especially with respect to the records kept by our company on behalf of TIRESIAS, these are kept for 5 years from the end of the transaction/contract under which they were acquired.

Data Recipient: The recipient of the CSEK data is our business above. The data shall be provided to the business for its own use, not resold, or forwarded, and not kept for more than the aforementioned time.

Your Rights and Their Exercise: You have the right to access, rectify, erase, restrict the processing, oppose, complain before the HDPA and non-transmission it in accordance with the applicable law on the protection of personal data (Regulation EU 2016/679) and HDPA No

186/2014, which you can exercise in writing (and by electronic means) in TIRESIAS or in our company, which acts in this capacity as the agent of TIRESIA. In the event that you exercise your right to our business, we will immediately and promptly transmit the above document electronically (by email or fax) to TIRESIAS to examine it.

Tiresias has the right to refuse your request if the processing or the maintenance of the data is necessary under the law or if there is a prevailing legitimate interest of its own or of the recipient and for establishing, exercising or supporting legal rights or fulfilling obligations. However, in any case, if you wish, Tiresias may cease transmitting your data to all the recipient companies of the TSEK system, henceforth transmitting the relevant indication (ban on transmission) , which is assessed freely. If you exercise the right to non-transmission in the business, or oppose access to it in the TSEK file, the company shall be immediately required to discontinue access to your data and to inform Tiresias accordingly. In the event that you exercise the right to restrict the processing, TIRESIAS temporarily ceases to transmit the data and the message "It has restricted the processing for the data" is transmitted in its place, which is constantly appreciated by the recipients. Your removal of the request for non-transmission or limitation of the processing is free and is made at any time only to Tiresias. The exercise of these rights acts for the future and does not concern data processing already performed.

Visit the Tiresias website (www.tiresias.gr).

The **Data Protection Officer** of our business is Yiannis Hartoutsios (tel. 212 222 9999, email dpo@hellasdirect.gr, address Agiou Konstantinou 59-61 str, 15124 Marousi).

I took note of the above information

DATE

SIGNATURE & FULL NAME



HD Insurance Ltd is regulated by the Cyprus Superintendent of Insurance.

www.hellasdirect.gr