

# Car Insurance Terms & Conditions



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# 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](http://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>).

### **Intersalonica A.C.G.I. (Intersalonica Anonymous Company of General Insurance)**

Intersalonica is an Anonymous Company of General Insurance operating on the field of Assistance (15th Km Thessalonikis - Peraias), with which we collaborate in order to provide you with services of Road Assistance and part of the service of Accident Care.

Intersalonica provides its subscribers with road assistance, in case of a mechanical breakdown or damages after a car accident.

### **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 Greece within the policy's geographical coverage. Both the Road Assistance and Accident Care Call Centre 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 resi-

dence 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.

### **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 our partners, 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.

### 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 Intersalonica, on all our covers in Greece. 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 etc.. The above service is provided 24/7 in partnership with Intersalonica in Greece. For more information, please refer to chapter 8.

#### 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, Glasdrive, 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 VI 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 invalidity, but results in lifetime impairment of the insured driver's capability for productive employment.

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

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 before the accident.

If the consequences of the accident be-

come 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.

##### 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).

#### Malicious Damages

Material claims relating to the insured car arising from arson due to third party's prov-

en 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.

#### 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 phe-

nomena, 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.

**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](mailto: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](mailto: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](http://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.

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](mailto: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 .

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**

Towing as a consequence of an accident is provided 24 hours per day, 365 days per year throughout the Greek Territory.

### 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 Intersalonica 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.

c) Send our partner to fill in the "Accident Report" and take all the necessary photographs, if considered necessary.

It is clarified that if the accident has taken place indoors highway, to which access only allowed on specific Roadside Assistance vehicles, the partner will only come if access is allowed.

This service does not apply if the the accident occurred in inaccessible places such as rivers, lakes, sea, cliffs, ravines etc..

Once we have collected all the necessary data, the settlement process will start. 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.

### 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.

##### **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.

It is clarified that if the accident has taken place indoors highway, to which access only allowed on specific Roadside Assistance vehicles, the partner will only come if access is allowed. Charges from the Roadside Assistance provider in the highway are not covered.

Towing does not apply if the the accident occurred in inaccessible places such as rivers, lakes, sea, cliffs, ravines etc..

Vehicle transportation will take place as soon as possible depending on the distance and the traffic conditions.

##### **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 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.

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.

f) If your insurance policy covers Road Assistance, your car can be transported to where your permanent residence is located.

## 7.5

### Clarifications 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 the company.

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

We are not obliged to provide 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 due to force majeure.

We are not responsible for any loss of or damage to personal belongings or components of the insured vehicle. We recommend that you remove valuables from the car. In case you are unable to do so, a representative will take responsibility.

#### **The company is not responsible for:**

- a) Damages caused during the repair, as well as any damage that may be caused during towing, if the car is already crashed.
- b) The insured vehicle's storage after it is transported to the location specified.
- b) vehicle.
- c) If the car is carrying weapons, illegal substances or other objects of crime.

We provide the transport of small pets in the driver's cab, provided that:

- a) they are placed in a safe transport cage, dimensions up to 70cm. x 40cm x 50cm.
- b) are accompanied by their owner or possessor.
- c) there is the individual health booklet passport of the animal.

Please note that in the case of an accident

during transport we are not responsible if any damage is caused to the pet.

#### **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) Transportation of trailers, boat trailers, caravans.
- b) When the vehicle having been immobilised in an underground parking station.
- c) In the event that you have locked the car key inside the car or have lost it.
- d) 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.
- e) When the insured vehicle participates in official or unofficial races, practice runs, trials, competitions.
- f) 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.
- g) 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.
- h) 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.
- i) For damage caused to the transported items and for any consequential loss.
- j) If the insured vehicle is being driven by a person who does not hold a driver's license as required by Law.
- k) When the damage has occurred due to improper use of the car in terms of the number of passengers or the weight of objects in relation to that provided by the manufacturer.
- l) We are not obliged to move third vehicles so that we can tow your car.

## 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-

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.

## 7.8

### Court Jurisdiction

Intersalonica operates in accordance with Greek legislation.

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.

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.

# 8

## Road Assistance

### 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.

##### Territorial Limit

The Road Assistance cover is provided throughout the Greek Territory.

### 8.2

#### Vehicle Cover

The assistance provided under this cover and described below is available 24 hours per day, 365 days per year in Greece.

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 Intersalonica or of its associates.

##### Duration:

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

The cover includes:

##### 1. On-site Repair, When Possible.

In the event of a breakdown of your vehicle, Intersalonica 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 Intersalonica 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 Intersalonica or to a third party.

##### 3. Vehicle Transportation

If the vehicle is immobilised due to a failure and provided it cannot be repaired on-site so that it can safely travel on its own, Intersalonica will transport it to the nearest or garage or to the garage which is located in the city of your permanent residence.

This service does not apply if the the accident occurred in inaccessible places such as rivers, lakes, sea, cliffs, ravines etc..

Transportation will take place as soon as possible depending on the distance and the traffic conditions.

In case of serious damage (engine failures, electronic systems) the car will be transported to your permanent residence or to the garage of your choice within (5) working days.

The cover is provided (8) days after the start date of the insurance policy.

In this case, we will undertake the car's storage and safekeeping.

Once the insured vehicle is transported to the selected location, Intersalonica'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.

##### 4. Passenger Transportation and Hotel Accommodation

You can ask your transportation from the location of the breakdown to the final destination. If we cannot offer this service with our own means of transport then we pay you the value of the ticket of the means of

transport you will use.

Provided that the transportation cannot be carried out on the same day, we undertake your accommodation for (1) night in a local hotel up to a limit of seventy five euros (€ 75).

##### 5. 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.

It is clarified that if the incident has taken place indoors highway, to which access only allowed on specific Roadside Assistance vehicles, the partner will only come if access is allowed. Charges from the Roadside Assistance provider in the highway are not covered.

### 8.3

#### 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.

We are not obliged to provide 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 due to force majeure.

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 a damage, the cost of the ferry boat will be borne by you.

We are not responsible for any loss of or damage to personal belongings or components of the insured vehicle. We recommend that you remove valuables from the car. In case you are unable to do so, a representative will take responsibility.

##### The company is not responsible for:

- a) Damages caused during the repair, as well as any damage that may be caused during towing, which is given to be caused by the car's immobilization position.
- b) The insured vehicle's storage after it is transported to the location specified.

In case you use road assistance services (5) five times during the insurance policy or in one year, then the cover will be offered only if you visit a garage of our choice, which will check your car and confirm that it is able to move.

We provide the transport of small pets in the

## 8.4

### Exceptions Force Majeure

driver's cab, provided that:

- a) they are placed in a safe transport cage, dimensions up to 70cm. x 40cm x 50cm.
- b) are accompanied by their owner or possessor.
- c) there is the individual health booklet passport of the animal.

Please note that in the case of an accident during transport we are not responsible if any damage is caused to the pet.

#### 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.

This insurance cover does not apply in the following cases:

- a) Transportation of trailers, boat trailers, caravans.
- b) When the vehicle having been immobilised in an underground parking station.
- c) In the event that you have locked the car key inside the car or have lost it.
- d) If the car is carrying weapons, illegal substances or other objects of crime.
- e) 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.
- f) When the insured vehicle participates in official or unofficial races, practice runs, trials, competitions.
- g) 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.
- h) For damage caused to the transported items and for any consequential loss.
- i) When the damage has occurred due to improper use of the car in terms of the number of passengers or the weight of objects in relation to that provided by the manufacturer.
- j) We are not obliged to move third vehicles so that we can tow your car.
- k) If the insured vehicle is being driven by a person who does not hold a driver's license as required by Law.
- l) 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.
- m) If the policyholder acted with malice aforethought or intentionally took any action which led to the Loss.

## 8.5

### Policyholder's Obligations

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

- a) Call us immediately call 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

## 8.6

### Time barring and Dispute Resolution

drafted. This report, which must describe all the damage caused to the vehicle while it was being transported, 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 said report and you must inform us about them within 24 hours of collecting the vehicle. After this deadline, no claim will be accepted.

Intersalonica operates in accordance with Greek legislation.

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.

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.

# 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



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).

Appendix III  
Sample Claim Payment Request

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

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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:

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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. It is noted that the above refers to optional coverages.

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 ("HDDPA"), 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 Companies<sup>2</sup>, 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 time<sup>3</sup>: 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.

# Notice from HD Insurance Ltd Processing Of Personal Data

**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)<sup>4</sup>, 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](mailto:dpo@tiresias.gr), 2 Alamanas GR-151 25 Maroussi).

Visit our website for more information.

**I took note of the above information**

DATE

SIGNATURE & FULL NAME

<sup>2</sup> Pending approval by the HDPa.

<sup>3</sup> 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.

<sup>4</sup> Exceptionally company data from Government Gazette and the GEMI will still be transmitted.

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](http://www.tiresias.gr)).

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

**I took note of the above information**

DATE

SIGNATURE & FULL NAME

