



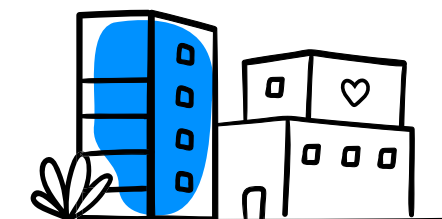
# Property Insurance

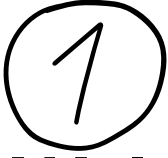
## Terms and Conditions



# Table of contents

1. Welcome to HD Insurance Ltd	3
1.1 Your Insurance Policy	3
1.2 Insurance Issues	3
1.3 What the Insurance Policy Covers	3
1.4 Rating and Insurance Premium Readjustment	3
2. Definitions	4
3. Your Contract	6
3.1 Validity of Contract	6
3.2 Our Covers	6
4. Exclusions and Prohibitions	10
4.1 General Exclusions	10
4.2 Excluded objects	10
4.3 Exception contagious disease	11
5. General Information	12
5.1 Information on Policy	12
5.2 Rights & Obligations	12
5.3 Court Jurisdiction	13
5.4 Special Terms	13
6. Actions in case of claim	14
6.1 Damage	14
6.2 General Information	14
Appendix I . Statement of Objection HD Insurance Ltd	15
Appendix II . Statement of Withdrawal HD Insurance Ltd	17
Appendix III . General & Special Conditions for Legal Protection Insurance	19
Appendix IV . Notification for the Processing of Personal Data (Tiresias S.A)	23





# Welcome to HD Insurance Ltd

## 1.1 Your Insurance Policy

**HD Insurance Ltd** is a general insurance company incorporated and regulated in Cyprus under the name HD Insurance Ltd (the “company”). The company operates in Greece via its Greek branch.

The policy is issued based on the insurance quote that the policyholder or the person acting on the residence 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 or through a certified Broker.

The insurance quote along with the cover list constitute all legal documents containing the insurance terms. Receipt and use of the policy, as well as its payment, indicate that you, as a client, agree to all the terms and conditions of the following contract.

## 1.2 Insurance Issues

**HD Insurance Ltd** offers insurance services in the home insurance sector, according to the insurance program you have chosen.

The overall responsibility of **HD Insurance Ltd** per incident cannot exceed the insurance amount as it appears on the policy contract, for each hazard that is covered. Damages brought about by the same cause are considered as one incident.

The insurance program for the home sector does not cover business premises.

In addition, the company reserves the right to modify the present Insurance Terms at any time, without prior notice. As a policyholder, you are obliged to read the terms upon renewal for any changes.

## 1.3 What the Insurance Policy Covers

The insurance policy covers you for the building and/or contents of the insured residence as well as for the auxiliary spaces and/or their contents. The insurance programme and the covers it includes are detailed on the cover list of the insurance contract, of which it is an integral part.

## 1.4 Rating and Insurance Premium Readjustment

Premiums are determined based on the following criteria:

- The home’s special characteristics.
- The area’s special characteristics.
- The insurance program.
- The duration of the insurance policy.

To be covered against earthquakes, your home needs to have been constructed

- a) in accordance with the anti-earthquake building regulations which is in force during its construction, and
- b) from 1960 onwards.

As a company we reserve the right to re-adjust the policy and the cover limits as well as to modify the conditions and criteria taken into account for its calculation, upon renewal of the policy.



# 2

## Definitions

### Analogy Term

Under current law, if the sum assured declared upon the contract's issue is less than the current property value, the insurance company's liability is limited to a proportion of the damage restoration. In this case, compensation is calculated as follows: damage costs x sum assured / replacement value.

### Auxiliary/Outdoor Spaces

These are garages, store rooms, fencing, yard fencing, swimming pools and, more generally, permanent legal attachments and home appliances. The maximum cover limit for auxiliary/outdoor spaces is 20% of the sum assured for the building. The maximum cover limit for the contents and the objects in the spaces is 5% of the overall sum assured for the contents.

### Building

The building and its permanent facilities but only those which lose their initial value if they are separated from the building (e.g. central heating, doors, windows, fitted carpets, hydraulic/electrical installations, built-in wardrobes, false ceilings, wallpaper). In the case of an apartment in an apartment block, common and communal spaces and building facilities are included (e.g. boiler rooms, lifts, etc.) Compensation for damages to common and communal spaces and facilities is calculated on a pro-rata basis, according to the portion allocated to the owner of the insured apartment. Objects built into the exterior of the building (e.g. antennae, canopies, solar panels) are also included and covered, albeit with limitations.

### Building Improvements

Additions/extensions to the building carried out at the expense of the tenant. For example, among others, drywall constructions, wardrobes, etc.

### Compensation

The amount we will pay according to the insurance policy and the Terms and Conditions of Insurance.

### Contents

Movable objects which are found in the residence's covered area, in communal areas and in storerooms belonging to the building, that belong to you or your family and are common household equipment (furniture, utensils, electrical appliances, personal objects and clothing). Contents also refer to fixed objects which are attached to the building and can be removed and installed elsewhere without a decrease in their value (e.g. air-conditioning units, spotlights, lamps, built-in electrical appliances etc.). Content does not include objects intended for professional use as well as objects of particular value, art and jewellery. Maximum cover limit for each object is €2000.

### Damage

Accidental event which impairs the value, usefulness or normal function of insured objects or third parties.

### Excess

The amount of money for which we will not compensate you and you will be required to pay. In case the amount of the damage exceeds the amount of the excess, we will pay you the difference.

### Explosion

The sudden emission of energy which occurs during the violent (sudden) release of gas or vapour. Explosions in pressure vessels occur when their walls leak and there is a sudden chemical reaction between the different pressures within the walls and those outside.

### Floods

The overflow of a large amount of water beyond its normal limits due to natural overflow or deviation from regular drain-

age of natural or artificial watercourses, or due to rupture or overflow of the public network of water provision or any other inflow or accumulation of water from spaces other than those insured.

### Fire

Fire caused without any particular prior source or one that has got out of control and is expanding.

### Gale

Strong winds measuring at least 8 on the Beaufort scale according to the National Meteorological Service.

### Hail

Pieces of ice in the form of pellets or other shapes which fall during storms.

### Ignition

Combustion accompanied by a flame.

### Insured Objects

The insured building including any auxiliary/outdoor spaces and building improvements and/or the insured contents of your household as mentioned in your insurance.

### Jewellery

Personal objects made of gold, silver, platinum, with or without precious stones, wrist or pocket watches and other precious items designed to be worn on the human body.

Liability for Fire, Natural phenomena, Leakage/Breakage of Piping or Tanks  
We will cover material damages caused to third parties directly from:

- Fire / Explosion
- Natural phenomena
- Leakage/Breakage of piping or tanks

### Lightning

The instant and powerful electric discharge between cloud and ground.

**Location of Residence**

The location according to the permanent residence address as stated on the insurance policy.

**Malicious Acts**

The deliberate actions of any individual which are carried out either during stay-aways, strikes, counter strikes, demonstrations, riots, political unrest, general public disorder or individually with the intention of vandalising or sabotaging but without including any terrorist action.

**Objects of Particular Value/Precious Objects**

Objects made of porcelain, crystal, gold, silver or other precious metals, works of art, sculptures, musical instruments, scientific equipment and tools, fur, stamp collections, metal or coin collections, precious stones, pearls, jewellery, paintings, iconography, watches, guns, heirlooms, objects of collector's, historical or sentimental value, manuscripts, rare books and, in general objects of sentimental, subjective or other special value.

**Pollution or Contamination**

The harmful effect of substances including but not limited to bacteria, fungi, viruses or other biological substances which pose a threat to human health and general fitness as well as posing a threat to the existence, use and value of the insured tangible assets.

**Policyholder**

Each natural or legal person covered by the present policy, according to the policy terms.

**Political Unrest**

Organised disturbance of public order for political reasons.

**Replacement Value**

The replacement value of the building is the cost of completely rebuilding an identical building of the same type, with the same use and construction. This does not include the value of the land, wells, jetties, sewers, piers and quays. The compensation in respect of legal attachments and home appliances is calculated proportionally. The replacement value of contents is the replacement cost of each separate object with an object of the same type. If a destroyed object cannot be replaced with a new one of the same type, it will be replaced with an item of similar type and specification.

**Riots**

Gathering of crowds which act illegally and are not controlled by the authorities.

**Works of Art**

Any object to which historical and/or artistic value is attributed by the international art market. For example, paintings, engravings, lithography, prints, hand-made carpets, sculptures, antiques, rare books etc.

**Storm**

Heavy rainfall of more than 5mm per hour per square centimetre, according to confirmation from the National Meteorological Service.

**Strikes**

Collective abstention of employees from work

**Terrorist Acts**

The actions of single individuals or individuals organised in a group with or without political or social or religious or ideological or nationalistic purposes involving the intimidation of the public or of a defined circle of persons or influencing a statutory or de facto Authority, irrespective of whether or not such actions took place during Strikes, Riots, Demonstrations, Civil Disturbances or during any disturbance of public order.

**Theft**

The removal of insured objects without the owner's consent.

**Third Parties**

All individuals except:

- The contracting party, the policyholder and the legal representative of a legal individual.
- The spouse/partner and up to second degree relatives provided they live together.
- Individuals who are dependent through contract (e.g. employer, employee) and are included in this contract.
- Individuals to whom safekeeping of the insured objects has been professionally assigned.



# Your Contract

## 3.1 Validity of Contract

The covers apply, according to the policy terms and the cover list, solely and exclusively to the residence you have insured, the address of which is stated on your insurance policy.

## 3.2 Our Covers

### Accidental Damages

We will cover damages caused accidentally to:

- Sanitary appliances
- Ceramic hobs
- Television
- Desktop computer (tower and its contents, excluding the graphics card)
- DVD and video equipment
- Sound systems
- Cables

We will not cover:

- Damage or deterioration caused directly by cleaning, repairing, renovation or maintenance
- Damages to cassettes, discs or computer software
- Mechanical, electrical damage or electric overload
- Damages caused by water having entered the house unless it has to do with natural phenomena in which case it will be covered by the corresponding cover
- Damage caused by animals or pets belonging to you or a member of your family.
- Damage caused deliberately by you or a member of your family
- Damage due to a scratch or dent which does not affect the functionality of the object
- Damage relating to a manufacturing defect or due to faulty maintenance

### Collision

We will cover damages caused by:

- Collision of a vehicle with your residence and/or its fencing.
- Falling of trees, branches, poles, antennae due to any cause covered by your policy.
- Drones.
- Falling of aircraft or its parts.
- 

We will not cover damages caused by:

- A vehicle driven by you or occupied by you or one of your relatives.
- The landing of aircraft which you have licensed.
- Tree pruning or cutting.

### Earthquake

We will cover damages to the insured building and content caused directly by an earthquake and by the following potential consequences:

- Fire
- Land subsidence
- Landslide
- Tsunami.

We will not cover damages caused:

- Due to a construction defect of the building
- In a building to which the initial permit was not issued based on the anti-earthquake regulation in force at the year of construction.

### Fees and Expenses

We will cover expenses that arise as the result of one of the covered perils and more specifically:

- Architect and engineer's fees and fees for issuing permits for damage restoration. We will cover you for the fees of engineers, architects, experts, advisors and legal experts as well as for the expenses for the issuing of building permits under the following conditions:
  - A. That they are directly and exclusively related to the insured building

- B. The above fees and expenses are yours (the policyholder) to cover
- C. That works are carried out following our approval and with the sole purpose of restoring the damages covered according to this policy

- Debris removal.

We will compensate you for demolition costs and the removal of debris to the nearest waste repository. We will also cover the costs that may arise for ground normalisation so that damage restoration works can begin, provided that these costs are yours (the policyholder) to cover, that the works are carried out following our approval and with the sole purpose of restoring damages covered based on this policy.

- Rehousing costs. Should the insured building be deemed unsuitable to stay in for security or hygiene reasons due to material damages, we will compensate you for the cost of alternative temporary accommodation for you and your family, either in a hotel or in another temporary rented residence equal/similar to the insured property.

We will not compensate you for fees and expenses:

- To do with the preparation, raising and defence of compensation claims
- For which you would have anyway been responsible even if the damage had not occurred.

### Fire

We will cover the direct and visible damages caused by:

- combustion of an object that has accidentally and unintentionally caught fire
- fires in forests, bushy areas, meadows, grazing lands, clusters of trees or bushes

- lightning
- smoke coming from a fire or from heating, drying or catering facilities found in the insured building
- widespread explosion be it natural or chemical. You will be covered if the explosion is caused by a boiler or central heating burner, which works on either petrol or natural gas. The damages to the object in question will be covered too. We will also cover the firefighting and fire containment expenses as well as damages that may occur in the attempt to deter the spread of the fire up to the maximum limit of €1000.

We will not cover damages caused by:

- volcanic explosion
- explosives of which you are aware and which are found either in the insured space or outside it
- inherent flaws, wear & tear, age or insufficient maintenance of equipment
- theft or disappearance of insured objects which occur either during the fire or after its outbreak
- electrical or mechanical damage if they are not accompanied by obvious signs of fissures or combustion from lightning having struck the insured building.

The coverage of Fire is activated 15 days after the policy's start date.

### Glass

We will cover damages caused to:

- Exterior glass
- Mirrors
- Windows
- Internal glass surfaces (furniture or fixed partition sections)

We will also cover damages to frames and similar but only if damage has simultaneously been caused to the window or mirror. We will also cover fitting costs.

We will not cover:

- Costs for the restoration of design or engraving if these existed before the activation of the policy.
- Pre-existing damages or damages caused to windows during their transportation.
- Damages comprising only scratches or other aesthetic flaws on the insured glass.
- Damages caused by the incorrect fitting of glass.
- Damages to mirrors or glass surfaces (including any frames) which are

collector's items or which have value as works of art (e.g. stained glass).

- Damages incurred during the repair, reconstruction or renovation of the building.

### Landslide

We will cover damages with the following causes provided they have not been brought about by an earthquake:

- Landslide
- Ground subsidence
- Ground elevation

We will not cover

- Loss or damage to fixed, external domestic oil tanks, swimming pools, tennis courts, vehicle entrances, walls, paved internal gardens and terraces, gates and fencing, unless the main building has also been affected by the same peril during the same period.
- Loss or damage for which compensation has been paid or would have been paid if this policy did not exist, under any contract or legislation or warranty. Also, loss or damage which occurs while the buildings are undergoing structural repairs, conversions or extensions.
- Loss or damage caused by coastal erosion.
- Loss or damage caused by faulty materials, faulty fitting, specifications or design.

### Leakage/Breakage of Piping or Tanks

We will cover damages directly caused by accidental leakage, breakage, overflow of piping, tanks and general household facilities in connection with:

- Water supply
- Cooling
- Heating
- Drainage

We will also cover the cost of damage investigation work and restoration of the parts that have suffered damages as well as that of water pumping up to a maximum amount of €1000.

We will not cover damages to pipes, installations and water tanks:

- Due to any reason in pipelines, facilities and tanks older than 35 years.
- Due to a manufacturing defect.
- Due to bad workmanship or poor maintenance of the building and its permanent facilities.
- Due to gradual deterioration, breakage from oxidation, natural wear and tear or age of the plumbing installations.

- Caused during construction, re-construction or repair work of the insured building or the building in which the insured content is located.
- Caused by liquid escaping from taps or any type of valve in the residence that has accidentally been left on.
- To objects in underground store-rooms for domestic use when they are not placed on shelves at a height of at least 15 centimetres from the ground.
- Which are directly or indirectly caused by odours, bacteria or any type of contamination.

### Legal Protection

We will cover court expenses and lawyer's fees which arise in the event of damage covered by your policy, following the company's written consent.

### Lock Replacement

We will cover the lock replacement cost in the event of theft and loss.

However, an essential condition in order for us to compensate you is that you inform the local police authorities within 48 hours of the moment you become aware of the loss and/or theft.

### Loss of Rent

We will compensate you for the loss of rent in the event that the insured residence which you rent out is considered uninhabitable due to damage caused by a covered peril and the tenant leaves either temporarily or permanently.

The compensation will be calculated based on the rent that has been declared for tax purposes and/or to the competent authority and will be paid for the time period that elapses until the damage is repaired or until rent begins to be paid again by the same tenant or a different one (whichever of the two occurs first). The period for which compensation is paid cannot exceed 12 months.

We will not compensate for loss of rent if:

- The damage occurs during a time period when the insured residence is not rented out or the lease agreement is suspended.
- There are delays for which you are responsible which result in the lengthening of the time period necessary for repair.
- There is a delay in renting the building after the completion of repairs or reconstruction of the building.
- The tenant is unable to continue paying rent for whatever reason.

## Natural Phenomena

We will cover damages caused directly by the following:

- Floods
- Storms
- Gales
- Hail
- Weight of snow
- Frost

We will cover water pumping costs up to an amount of €1000.

We will compensate for damage caused to awnings as long as these were installed not more than 5 years ago.

We will not cover damages that occur:

- During the construction, rebuilding or renovation of the building unless the works on doors and windows have been completed.
- Due to an inflow of water due to open doors, windows and roofs.
- Due to the deterioration of the façade and the exterior surfaces of the building as a result of the extended exposure to natural phenomena.
- To objects in underground store-rooms for domestic use when they are not placed on shelves at a height of at least 15 centimetres from the ground.
- To non-insulated piping on the exterior of the insured building, due to frost.
- Tank overflow.
- Water leakage from pipes and general from water supply, drainage, heating or air conditioning installations.

The coverage of Natural Phenomena is activated 15 days after the policy's start date.

## Ownership Liability

We will cover material and physical damages caused to third parties by you, members of your family and/or your household staff in the following events:

- As a pet owner.
- During amateur participation in sports.
- As a result of actions, oversight or negligence in your personal life.

We will not compensate for damages caused:

- Purposefully, fraudulently or while you were under the influence of drugs and/or alcohol.
- By the use of cars, motorbikes,

bikes, electric scooters, mopeds and any other kind of vehicle, marine or air vessels, lifts, lifting machines and cranes.

- By contamination or infection of the environment or water.
- During building, maintenance and extension or repair works carried out at the insured home.
- To third party belongings that were being kept/guarded.
- Due to mould.
- Contamination or pollution of buildings.
- By the transmission of human, animal or plant diseases.
- In your capacity as an amateur hunter.

## Personal Accident

We will compensate you, your spouse and your minor children provided they live with you, for accidents that occur exclusively within the insured residence due to one of the covered dangers.

### A. Death caused by an Accident

If the policyholder's death occurs as the result of the 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 within a maximum of one year from the date of the accident.

### B. Permanent Total Disability

If the accident causes permanent total disability 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 insurance policy.

Permanent total disability 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 limb, or of one eye and one limb.
- Total paralysis.
- The state of chronic dementia or posttraumatic epilepsy rendering the insured person incapable of any type of work or 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
- 20% Rib fracture with thorax distortion and organic anomalies
- 20% Total loss of movement in the elbow or wrist
- 15% Total and chronic loss of hearing in one ear
- 5% Total loss of a toe

### C. Permanent Partial Disability

Permanent partial disability is considered to be a case that does not constitute total, but results in lifetime impairment of the policyholder's capability for productive employment.

If an accident results in the policyholder's partial disability, within the maximum time frame of one year from the date of the accident, depending on the case and in accordance with the percentages specified in the table above, the company will pay 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 will consist of a part of the amount indicated on the insurance policy, equal to the percentage with which the policyholder's lifetime capacity for employment was reduced. In order to define this percentage, general criteria are taken into consideration and not the insured person's profession before the accident.

If the consequences of the accident are aggravated due to 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 condition.

In the case of anatomical or functional loss of more than one organ or limb the percentage of continuing partial disability is calculated according to the total sum of the percentages corresponding to each injury, although this total sum cannot exceed 70%.

#### **D. Concurrent Compensation Cases**

In case of an accident with concurrent compensation claims for permanent total disability and death, the total compensation will be for one of the cases.

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

We will not cover accidents caused by:

- Suicide, attempted suicide, or self-injury of the Policyholder, regardless of his/her mental state.
- State of intoxication or under the influence of alcohol, use or influence of narcotic substances, hallucinogens or psychotropic drugs.
- Any illness and/or seizure.
- Disabilities or bodily injuries that existed prior to the date of commencement of your insurance as well as their complications.

#### **Short Circuit**

We will cover damages to electrical installations and electric and electronic household appliances caused by the following:

- Overloaded electronic network
- Short circuit
- Hypertension
- Electric arc formation
- Power leakage
- Power surge

We will not cover damages caused by:

- Improper operation of electrical or electronic devices, machines and installations
- Manufacturing defect, gradual deterioration, wear and tear, age or poor maintenance of electrical or electronic devices, machines and installations

- A construction which has not been built according to the urban development plan

#### **Theft**

We will compensate you for:

- Damages caused to the building during an attempt to violate it.
- Objects stolen and also damages caused to the contents by burglars during a theft or after a break-in or robbery even if nothing is stolen.
- We will only cover you for damages caused to the contents if there are obvious signs of a break-in.
- We will not compensate you in the following cases:
  - If the theft was committed with the use of a spare key or a stolen key if you did not change the lock within 48 hours of becoming aware of the loss and/or theft of the key.
  - If the theft is not reported to the police authorities within 48 hours from the incident.
  - If the theft occurred during fire or after it.
  - If the theft has been committed by relatives, individuals who live with you, household personnel or third parties to whom guarding was professionally assigned.
- In the case of damage or loss of objects in external areas.
- If loss or damage occurs while the building is lent/rented.
- If your residence remains uninhabited for a period longer than ninety (90) days.

#### **Unrest**

We will cover damages caused by:

- Malicious actions (actions resulting from the intention of any individual with the aim of vandalising or sabotaging)
- Terrorist actions
- Political unrest
- Stayaways
- Strikes
- Riots

We will not cover damages caused by:

- Bill-posting, painting, writing slogans, graffiti.
- Relatives, people who live with you or are in your service as well as your legal representatives, representatives, associates, employees or by third parties to whom the guarding of the insured building has been professionally assigned.
- Actions committed during theft or robbery or their attempt.
- Tenant of the residence or any or

any person who permanently lives with him.

Also, we will not cover you for damages caused to objects found outdoors arising as a result of the above.

# 4

## Exclusions and Prohibitions

### 4.1 General Exclusions

Any damage caused directly or indirectly by one of the following occurrences is excluded from insurance cover and therefore shall not be compensated:

War and any military action such as invasion, civil war, revolution, popular or military uprising, military coup, rebellions, civil disobedience.

Rockets, missiles both nuclear and non-nuclear, ionising radiation, radiation, nuclear fuel and any other nuclear material. In this case combustion also applies to nuclear fission.

Electromagnetic field or radiation. Contamination or pollution of soil, subsoil, water or atmosphere due to biological (bacteria, viruses, fungi) or chemical substances.

Intentional damage, fraudulence or negligence of you, your beneficiaries and people who reside with you.

Damages due to natural wear and tear, age, botchery and/or due to insufficient maintenance.

Restoration and replacement cost for objects which have not been directly affected by the damage.

Damages caused by relatives of up to 2nd degree and /or individuals to whom guarding the insured object has been professionally assigned.

Pre-existing damage and damage or loss resulting from an event which occurred prior to the inception date of the insurance policy.

Damage replacement costs which aim to improve the condition of damaged

objects in relation to the condition they were in before.

Any loss or damage caused by the existence of any flammable material with the exception of the use of the regular LPG cylinder used for cooking.

Damage caused by fungi, mould, parasites, sepsis.

Loss or deprivation of revenue, loss or damage from continual or temporary loss of possession, use of insured objects and general consequential or indirect damage.

Order by any authority concerning your property, such as expropriation (selective or mandatory abandonment), nationalisation or demolition.

More specifically, if your property has been constructed without the proper building permit and the authorities decide to demolish it, we will not compensate you or cover the cost of the demolition.

A property may be deemed to be illegally constructed if:

- It is built without a building permit or in violation of the permit.
- The building permit has been cancelled or revoked.
- Its use has changed without the appropriate permission.
- Its construction violates urban planning regulations, as set out in the law.
- It is not built with a building permit but legitimised afterwards.

### 4.2 Excluded objects

Damages caused to the following are not covered:

- plots of land, manholes, jetties, drain-pipes/sewers, quays, docks
- motor vehicles, skates, bicycles, caravans, marine vessels, aircraft
- animals, crops, plants, trees
- any kind of food or drink
- money, cheques, credit cards, bonds, bills of exchange, bills, stocks, bars of gold, silver or any other precious or semi-precious element lottery tickets, football pools coupons, OPAO (ОПАП) coupons or coupons of any other games of chance
- stamps, revenue stamps, tax stamps, certificates, account books
- swimming pool covers
- flammable materials and explosives
- magnetic storage media – covered only in terms of their material value
- solar panels, wind turbines
- property used for professional, work and profitable occupation
- electronic archives, computer software.
- gymnastic equipment or equipment for other hobbies
- laptop, tablet, ipad, ipod, modem, router,
- all computer peripherals
- mobile phone
- camera
- video games, consoles
- valuable/precious objects

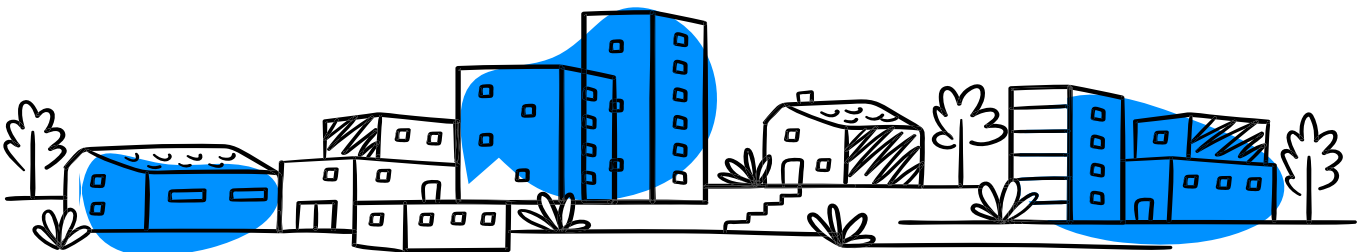
## 4.3 Exception contagious disease

Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease is excluded from insurance cover and therefore shall not be compensated.

This also applies in case of fear or threat (whether actual or perceived) of a communicable disease, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Please note that as used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.





# General Information

## 5.1 Information on Policy

### Cancellation

The policy is terminated in the following instances:

- If you do not renew it by purchasing a relevant contract and paying the corresponding renewal premiums.
- If you submit a fraudulent or false statement or conceal data. In this case we are not obliged to pay claims or return unearned premiums.
- If the insured peril is reduced or ceases to apply due to damages or loss of the insured objects.

### Charges and other Costs

Any taxes and duties are borne by the policyholder and are payable either on inception of the policy or when a claim is paid. You may also be charged with expenses which the company may be subject to in relation to notified cessations or foreclosures.

### Duration, Modification and Cancellation of policy

The duration of the policy is the time period written on the first page of the insurance policy. The insurance policy may be modified at your request. The modification is effective only after it has been accepted by us and once we send you the modified contract or relevant corresponding notification. For insurance policies with a duration up to (3) months, changes and modifications can be made only in special cases. The insurance policy can be cancelled at any time by sending an email to [support@hellasdirect.gr](mailto:support@hellasdirect.gr). If you cancel the policy within 14 days of its purchase, we will return the whole amount to you. In case of a cancellation after the first 14 days, we will re-

turn any unearned premiums. You can terminate the insurance policy at any time by giving notice in writing. The company can also terminate the insurance policy for the reasons set out in the law. These include but are not limited to cases of fraud, false statements, non-disclosure of important data or violation of policy terms by the insured person. Finally, we reserve the right to not renew your policy when it expires.

### Excess

If you make a claim in relation to one of the insured covers, you will need to pay a small part of the cost (the “excess”) and the company will pay the rest. The amount of the excess varies according to the specific cover activated, and this is detailed on the face of your insurance policy. occurrence of danger The covers which include an excess are: earthquake, theft including contents, glass, accidental damages, short circuit and land- slide.

### Policy Starting Date

The policy begins on the date shown on the insurance policy document.

### Policy Expiration Date

The expiration date of the policy is shown on the insurance policy.

## 5.2 Rights & Obligations

### Rights

If the policyholder and contracting party are two different individuals then compensation is paid to the policyholder.

You can name a different contracting party by submitting a written statement. In the case of the death of the contracting party and if a second contracting party has not been determined all rights and obligations deriving from the present contract are passed on to the legal heirs.

You can also determine the method and frequency of payment of your policy.

Finally, according to the law, you have the right to object to and/or withdraw. You can find samples of the two relevant statements at the end of this document.

### Right to Withdraw

You have the right to withdraw from your policy. Just inform us by sending an email to [support@hellasdirect.gr](mailto:support@hellasdirect.gr) within fourteen (14) days of receipt of your policy. In the event of withdrawal we will return the premiums paid.

### Right to Object

According to the law, you have the right to object if some of the details on the insurance policy you receive do not correspond to what you had stated on the insurance application. You can exercise this right within one month of receipt of the insurance policy by sending an email to the company. The right to object can also be exercised if, during the process, you do not receive all necessary information and details of the company (such as the head office and address) or if you do not receive the terms of the insurance policy. You can exercise this right within fourteen days of receipt of the insurance policy by sending an email to the company.

### Claim Withdrawal

You have the right to revoke your statement within one year (1) of the date of the incident. By doing so you undertake any responsibility to pay compensation. This statement implies a remission of debt.

### Obligations

1) You must give us all the details we request and any additional information which you know is important for the evaluation of risk. In the case of fraudulent or inaccurate statements or concealment of details which will affect our decision pertaining to the insurance of your home, we have the right to decline to pay any claims you make on your policy. Furthermore, your policy will be cancelled and we have the right to retain the unearned premiums.

Please inform us even if you are uncertain about whether or not you need to disclose any information concerning the building and/or its contents when you complete the insurance form.

2) If you do not give us all the information which could be considered pertinent to the evaluation of risk we have the right to terminate or modify the policy within a month of the moment we become aware of such information. If we terminate the policy, it will be cancelled on the date that we decide. If we suggest a modification and it is not accepted by you within one month (1) then the policy will automatically be terminated.

3) Inform us of any modification to the condition of your residence. You must notify us in writing and within fourteen days (14) regarding any modification of the building and/or its contents which increases the possibility of occurrence of one of the perils you are covered against.

### Multiple Insurance

If any other policies exist are entered into regarding the insured building and its contents you must inform us immediately.

In the case of a claim, we will compensate you for the amount corresponding to us.

In the event that you do not inform us in a timely fashion regarding the existence of multiple insurance policies we will only compensate you for what the other policy does not cover you for, provided that this is covered by your policy with us. In the event that you do not inform us as an act of fraudulence we have the right, based on the existing legislation, to deny you compensation if you request it.

The Company is entitled, in the case of non-disclosure of the other insurances, to cancel the Insurance policy keeping the accrued Premiums. In case the Policyholder and/or the Insured fails fraudulent notification, the Company is released from all liability, in accordance with Article 15 of Law 2496/97.

### Statute of Limitations

If you have filed a claim with the company and it has been rejected and you have not filed a lawsuit within three (3) months from the date of rejection, the company is relieved of any liability for compensation. The company will not be liable for any damage or loss beyond twelve (12) months from the date they occurred unless that claim is the subject of pending proceedings or arbitration.

## 5.3 Court Jurisdiction

The courts of Athens are competent when it comes to the resolution of any dispute arising from the insurance policy.

## 5.4 Special Terms

These terms apply to each cover separately. However, parallel to these the general terms also apply. In the event that a special term regulates an issue in a way that is different to the general terms then the special terms prevail.



# 6

## Actions in case of claim

### 6.1 Damage

As soon as you become aware of damage to your home, you should inform us at once by calling our call centre on **212 222 9900**. The call centre operates 24 hours a day, 7 days a week.

You do not need to decide whether or not the damage is covered by your policy and how you can repair it. Call us and we will ask you for specific information in order to determine which cover is activated. We will then be able to guide you through the next steps.

We will send someone with the necessary knowledge and experience to assess the damage and make sure it is repaired right away. If the damage is urgent, don't worry! We will send a technician to your house to repair it in the most effective way. You can find out more information below in the Technical Support for your Home section.

We will also ask you if the damage has already or could in the future lead to claims being made by a third party, even if you believe that you hold no responsibility. In such cases, do not proceed to acknowledge responsibility or enter into any agreement which could increase your liability if you do not have our prior written consent.

Please note the following: If you do not provide information that we request in order to record and evaluate the damage, **HD Insurance Ltd** is not obliged to process your claim. You need to get **HD Insurance Ltd's** prior approval before taking any initiative or undertaking any expenses. You must make a claim within 7 days of the damage occurring. If your claim is made after this period, your compensation will be reduced by up to 30%.

### 6.2 General Information

You must submit to the company any legal documentation concerning your claim. You may have to appear in court if this is deemed necessary by the company, particularly in the event of third party claims.

Additionally, you must give full cooperation to our associates and experts so that they are able to:

- Determine the causes and conditions under which the damage occurred.
- Determine whether the company has liability for your claim.
- To assess the extent of the damages.

The undertaking of the investigation process in no event constitutes recognition of an obligation to pay a claim.

**HD Insurance Ltd** has the right to settle any damages according to its judgement and without the policyholder's prior agreement.

If you do not comply with the above; if you make false, fraudulent or misleading statements, either to the company or to the authorities; or if you withhold pertinent information, the company has the right to recoup any claim amount paid.

An inspection by our assessor is a necessary condition for the payment of damages and must be carried out. If it has not been carried out you risk losing your right to compensation.





# **Appendix I**

Statement of Objection HD Insurance Ltd

## STATEMENT OF OBJECTION A

I hereby declare my objection to the content of Insurance Policy number \_\_\_\_\_ delivered to me by your company because its content deviates/ differs from the insurance application submitted by myself on the following points:

---

---

---

---

Consequently, the insurance contract between us is considered null and void and the aforementioned insurance policy is invalid.

**DATE**

**THE DECLARANT**

## STATEMENT OF OBJECTION B

I hereby declare my objection to the entering of contract between us with regard to insurance policy number \_\_\_\_\_ delivered to me, for the following reason:

I did not receive a document with the information.

The policy was delivered without general terms and/or special terms.

Consequently the insurance contract is considered null and void and the aforementioned policy delivered to me by your company is invalid.

**DATE**

**THE DECLARANT**





## **Appendix II**

Statement of Withdrawal HD Insurance Ltd

To: HD Insurance Ltd  
59 Agiou Konstantinou Str. 151 24 Maroussi  
REGISTERED WITH ACKNOWLEDGEMENT  
OF RECEIPT

## STATEMENT OF WITHDRAWAL

I hereby declare that I am withdrawing the insurance contract under \_\_\_\_\_,  
within the legitimate time-frame of 14 calendar days from the day the insurance terms and all relevant information were delivered to me.

As a result, the insurance contract between us is invalid from the outset.

DATE

THE DECLARANT



## **Appendix III**

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 that have occurred in the insured property and are covered by the insurance policy, according to the laws on Third Party liability. However, the cover does not apply to damages on the property's content or on the building's annexes, unless they are permanently attached to it.
- b) Defence in criminal courts in the case of any damage covered by the insurance policy and related to the insured property, due to violation of other criminal or police provisions. Malicious damages are excluded.

## 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. Who is covered

The main, lawful owner of the insured property, the insured person and the members of the family that lives in the insured property.

Unless otherwise agreed, all rights from the insurance contract belong to you, the insured person. 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.

#### **4. 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 insurance case is considered to have occurred at the time when the insured person, the opposing party or third party first started (or is alleged to have started), violating their obligations or legal provisions.

#### **5. 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, to preserve your interests and fully inform them of the true events pertaining to the case, indicate proof, mainly the names and addresses of witnesses, and inform them of every useful piece of information as well as present them 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.

#### **6. 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.

## **7. 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 upon your request, the obligation- to preserve your lawful interests and attempt to settle the case out of court before appointing a lawyer. In case 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.

## **8. Reimbursement to the Company**

- 1) Your payment claims for judicial or extra-judicial 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.

## **9. 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 underinsurance of the insured property, 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.

## **10. Exclusions**

Legal protection is excluded in the following cases:

- a) If it is finally verified that you have committed the offense willfully.
- b) 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.
- c) For insurance incidents mentioned to the insurer six (6) months after the expiration of the policy.
- d) In insurance incidents where any of the Legal Protection and optional covers' exclusions are met, as provisioned by Law or stated in this policy.



## **Appendix IV**

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 (“HDP A”), 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.



**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://tsekteiresias.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 HDP, non-transmit it in accordance with the applicable legislation on the protection of personal data (Regulation 2016/679) and HDP 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://tsekteiresias.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 HDP.

<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 HDP.

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

# Notice from HD Insurance Ltd

## Processing Of Personal Data

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

Particularly:

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

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

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

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

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

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

**Your Rights and Their Exercise:** You have the right to access, rectify, erase, restrict the processing, oppose, complain before the HDPa and non-transmission it in accordance with the applicable law on the protection of personal data (Regulation EU 2016/679) and HDPa No 186/2014, which you can exercise in writing (and by electronic means) in TIRESIAS or in our company, which acts in this capacity as the agent of TIRESIA. In the event that you exercise your right to our business, we will immediately and promptly transmit the above document electronically (by email or fax) to TIRESIAS to examine it.

Tiresias has the right to refuse your request if the processing or the maintenance of the data is necessary under the law or if there is a prevailing legitimate interest of its own or of the recipient and for establishing, exercising or supporting legal rights or fulfilling obligations. However, in any case, if you wish, Tiresias may cease transmitting your data to all the recipient companies of the TSEK system, henceforth transmitting the relevant indication (ban on transmission)<sup>1</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.

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**

<sup>1</sup>Exceptionally company data from Government Gazette and the GEMI will still be transmitted.



**HD Insurance Ltd** is regulated by the Cyprus Superintendent of Insurance and by the Banking Supervision Department of the Bank of Greece.

[www.hellasdirect.gr](http://www.hellasdirect.gr)