

MOTOR  
INSURANCE  
TERMS



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# DEFINITIONS

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The following definitions explain specific terms of the insurance policy concluded between us and wherever they are encountered within it, have the meaning assigned to them below.

## **Sum insured – Limit of liability**

The highest amount of indemnity paid by the Company in case of an insurance covered risk occurrence and stated, per coverage, in the insurance policy.

## **Deductible**

The amount of money of a claim incurred by the insured and therefore it is deducted from the amount of indemnity. It applies on specific coverages of the insurance policy and, for each one of them, is stated in the first page of the insurance policy.

## **Indemnity**

The amount of money the Company is obliged to pay to the insured or to third party beneficiaries in case of a loss from a covered risk, pursuant to the terms of the insurance policy.

## **Insured**

The person, natural or legal, threatened by the by the occurrence of an insured risk and for the sake of which the insurance policy is concluded.

## **Insured vehicle**

The vehicle whose details are stated in the first page of the insurance policy and which is covered by the insurance contract.

## **Insurance Policy**

The official document of the Insurance Contract where its particulars are stated (e.g. insured's /insurance recipient's particulars, insured vehicle's particulars, the insurance coverages provided, the insured amounts, the term of the insurance contract and other. It consists of the main body, the special mark and the insurance certificate.

## **Insured value**

The current commercial value of the insured vehicle, as it is calculated on the basis of its type and obsolescence.

## **Insurance Contract**

The contract through which the Company undertakes, for a premium, the obligation to compensate the insured in the case of risk occurrence. It includes all the insurance documents issued by the Company, specifically, the insurance Policy (as it is defined above), the General and Special Terms and Conditions, the insurance sticker and the insurance certificate and any eventual endorsements issued under insurance contract amendments agreed by both parties.

## **Insurance Risk**

The eventuality of occurrence, during the term of the insurance contract, of a loss event covered by it.

## **Premium**

The amount the Insurance Recipient pays to the Company, for the provision of the insurance coverage, so that the insurance contract is in effect.

## **Accident/Loss**

Any accidental, violent and unforeseeable event independent of insurance recipient's or insured person's will, which is causing a damage to the insured vehicle or to third parties.

## **Motor vehicle**

Any vehicle moving on the ground by mechanical or electrical power, independently of the number of wheels. Also, any trailer, attached or not to the main vehicle.

## **Insurance Policy Period**

The continuous and undivided twelve month insurance period during which the Company provide insurance coverage to the insured vehicle, independently of the number of insurance policies issued during that period.

## **Indemnity Beneficiary**

The person or persons entitled to receive the indemnity in case of an accident or loss.

## **Company**

The insurance company under the name of "Ydrogios" Insurance and Reinsurance S.A" ("YDROGIOS SA").

## **Insurance Recipient (or Counterparty)**

The person, natural or legal, that has concluded the insurance contract with the Company. Unless it is otherwise specified in the contract, the Insurance Recipient is deemed as Insured as well. During the insurance all the rights and obligations deriving from the Insurance contract are referred to the Insurance Recipient save those that from their nature must be fulfilled by the Insured.

## **Endorsement**

The insurance document issued by the Company, modifying or annulling an insurance contract that is already in effect.

# COMPULSORY MOTOR THIRD PARTY LIABILITY

## GENERAL TERMS

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This insurance contract is governed by the provisions of Law 4364/2016, of Law 489/1976, codified by the P.D. 237/1986, as it has been modified and applies, where it is not modified by the above special laws and by the below terms and conditions, which all are material and the insurance recipient, the insured and the owner of the insured vehicle had full knowledge, to which he unreservedly adhered, fully accepting them as an integral part of the insurance policy, the ownership, or the invocation of which constitutes full evidence as to their acceptance.

### 1. CONCLUSION OF THE INSURANCE CONTRACT

This insurance has been concluded and is in effect on the basis of the Insurance Proposal submitted to the Company by the Insurance Recipient, fully completed and with accuracy. Also, on the basis of the written answers, on any complementary information requested. The premiums are calculated accordingly.

The insurance covers the Civil Liability of the owner, the possessor, of any driver or person assigned for driving, of the person in charge of the insured vehicle, who is holding the valid driver's license of the insured vehicle pursuant to the law and category. For the optional coverages, if they have been agreed, the particular per risk Special Terms below mentioned apply.

### 2. INSURANCE VALIDITY

The obligations of the Company, the insurance recipient and the insured are determined by:

- a) the Insurance Proposal,
- b) the Insurance Policy,
- c) the General and Special Terms and
- d) the Endorsements issued on the basis of the amendments of insurance contract agreed by both parties.

A term not included in one of the abovementioned parts of the Insurance Contract, does not apply. The Special Terms prevail on the General Terms. A breach of the above excludes the insurance coverage. A necessary condition for the activation of the insurance policy and validity of the insurance coverages is the payment of the premiums, which is proven only by a signed receipt issued by Company's competent employees or its duly authorized partners.

### 3. INSURANCE OBJECT

**3.1.** The Liability Insurance include the fulfillment of third party legal claims, from the use of the vehicle described in the insurance policy, for the below cases:

- a) mortal injury of persons,

- b) injury of persons,

- c) material damage to persons not belonging to the family of the insured, the driver or the insurance recipient,

- d) material damage to items not transported by the insured vehicle,

From the compulsory insurance, the civil liability of the persons having caused intentionally the accident (art. 6(1) of Law 489/1976) and the civil liability of the persons participating in sports involving specific risks, such as competitions, speed, accuracy and dexterity contests, official or unofficial are excluded.

**3.2.** The following are not deemed third parties:

- a) the driver of the vehicle that caused the damage,

- b) any person whose liability is covered by the insurance contract,

- c) the person who has concluded the insurance contract with the insurer,

- d) the legal representatives of a legal person who are insured or of a Company not having acquired legal personality, and the partners of the private companies.

**3.3.** Insured persons are the owner, the possessor, the driver or the person assigned for driving, and the person in charge of the insured vehicle, who already have a driver's license for the category of the vehicle they are driving, except those who have taken the vehicle by theft or by force (art. 6(1) of Law 489/1976).

### 4. LOCAL LIMITS OF VALIDITY

Third party liability applies on the Greek Territory, EU Member States, the European Economic Area and the other states, whose National Motor Insurers' Bureau commit themselves to apply Part III of the Uniform Agreement.

A motor vehicle having the place of its usual parking in the Greek Territory and exits its limits, must have a certificate of international insurance (green card) valid at least in the territory of the EU Member States, the states of European Economic Area and the other states, whose National Motor Insurers' Bureaux are committed to apply part III of the Uniform Agreement.

A motor vehicle referred to in the previous paragraph, if it to circulate in the territory of third countries not belonging to the European Economic Area, has to be equipped with a certificated of international insurance (green card), that is valid in these countries pursuant to part II of the Uniform Agreement. If the obligation of the previous paragraph is not respected, the owner, the possessor and the driver of the vehicle are liable in solidum towards the Insurer and the Motor Insurers' Bureau. The eventual optionally covered risks apply only inside the Greek Territory.

### 5. COMPANY'S LIMIT OF LIABILITY

Company's limit of liability per occurrence or per person may not exceed the amount stated in the insurance policy for each kind of risk covered by it, irrespective of the amount awarded and the number of injured parties. When there are more than one injured party and the amount of indemnity exceeds the sum insured, their right is symmetrically limited pursuant to the provision of Law up to the completion of the sum insured. Several damages from the same cause are counted as a single accident.

If the Company would be forced judicially or extra judicially to pay beyond the insurance indemnity, it has the right of recourse against the insured, the possessor or the driver of the vehicle insured, and against any third party as well, at its absolute discretion, the persons or entities jointly and severally liable responsible and in solidum by recourse towards the Company, those waiving the right to raise objections of discussion or division.

## 6. TERM OF INSURANCE

The insurance is valid for the period of time stated in the insurance policy and takes effect only upon the payment of the total of the premium due for the corresponding period of time, prior to which the delivery of the insurance policy to the insured or the insurance recipient is prohibited.

The renewal of the insurance contract is allowed only upon the timely payment of the premium of the next insurance period, at the latest up to the expiration of the current insurance contract.

The insurance contract may be dissolved at any time by written agreement of the contracting parties. In such cases the Company may invoke the expiration of the insurance contract towards the injured third party, after the lapse of sixteen (16) days from its notification on its behalf to the Information Centre.

The insurance of the optional risks expires definitely on the expiration date stated in the first page of the insurance policy and is not renewed nor extended ipso jure, except only by the issue of a new insurance policy.

## 7. PREMIUM DETERMINATION

**7.1.** The premiums are determined taking also into consideration the following information, which constitute factors of premium determination such as: the use, the engine displacement, taxable horsepower or the real horsepower of the vehicle, the area within which the vehicle is used, the number of seats, the type, the age, the driver's license acquisition date, the age, the gender, the driving experience, the profession of the insured or/and the driver, the number of damage incidents.

**7.2.** On the determination of the premiums for material damage of the insured vehicle, the current market value of the insured vehicle is taken into consideration, which is calculated on the basis of its make and age.

The company is entitled to adjust the value of the vehicle upon the annual renewal of the insurance policy. This adjustment is always the minimum and carried out so that the insured value follows as much as possible the current market value of the vehicle and in no case does constitute a conventional valuation of its value, which will be exclusively on the basis of the current market value at the time of the accident.

**7.3.1.** In case of an accident, provided the insured vehicle is driven by a driver of less than 23 years of age (the age calculated as of 1st January of the year of birth), without this age being stated and the related additional premium is paid upon the conclusion of the insurance, under Company's premium rate, unless the insured pays immediately by an additional premium endorsement of 30%, if the driver has a non-professional driver's license or 60% if the driver

has a professional driver's license, an additional premium calculated on the annual premiums each time provided by Company's valid invoice.

**7.3.2.** In case of an accident if the insured vehicle is driven by a driver, who obtained for the first time a driver's license, issued within the last twelve month period prior to the date of the accident occurrence, without having been paid upon the conclusion of insurance the related additional premium provided by Company's premium invoice, the insurance Company bears no responsibility of compensation, except if the Insured pays, by an Endorsement, immediately after he declares the accident, an additional premium of 30%, irrespective of whether the driver has a non-professional driver's license, calculated on Company's annual premiums each time provided by Company's premium valid invoice.

**7.4.** In case of modification of the lowest compulsory insurance limits, the premiums are adjusted, as of the effective date of the new limits.

The Company reserves the right to adjust the premium and modify the conditions and the criteria of its calculation upon insurance policy's renewal.

**7.5.** The payment of money without granting relevant documents does not create an obligation for the issuance of an insurance policy, nor any other obligation, except the non-interest bearing refund of eventual money to the person who paid it. The insurance recipient or/and the insured have to notify the Company immediately and in any case at the latest, within (3) days any modification of the vehicle or vehicle's particulars in particular when those particulars affect the determination of the premiums, but irrespective of it as well.

## 8. INSURED'S RIGHTS AND OBLIGATIONS

**8.1.** The Insurance Recipient and/or the Insured has the right to receive the insurance policy, and any document related to the insurance.

**8.2.** The receipt of premium payment is not valid if it does not bear the handwritten or mechanical signature of those who legally represent the Company, in accordance with the Articles of Association or resolutions of its Board of Directors or of the persons of Premium Collection Network.

**8.3.** In case of non-payment of the lump sum due premiums or of their first installment, if their payment has been agreed to be made in installments, if the Company, by application of the provisions of Law 489/76 or following Court decision, is obliged to pay indemnity to third persons, has a right of recourse against the driver, the insured or/and the insurance recipient.

## 9. INSURANCE OBLIGATIONS

**9.1.** The Insurance Recipient or/and the Insured upon the conclusion of the insurance contract are obliged to disclose to the Company, all the particulars of the insured vehicle, and any information or incident affecting the assessment of the risk, the acceptance or not of the insurance and the calculation of the premiums.

**9.2.** If for any reason, not due to Company's or to Insurance Recipient's or to insured's fault, the above information has not come into Company's knowledge, the Company is entitled to terminate the contract or request its amendment, within a deadline of one (1) month, from the moment it had knowledge of this information or incidents.

**9.3.** Company's proposal for contract's amendment is considered as a termination, if within one (1) month from its receipt is not accepted by the insurance recipient or the insured and this is stated in the document of proposal for contract's amendment.

**9.4.** In case of violation by negligence of the obligation provided in par. 1 of this article, the Company has the rights provided in par. 2 of this article and furthermore, if the occurrence occurs before the insurance contract is amended in accordance with par. 2 of this article or before the termination starts to produce effects, the indemnity is reduced by the ratio of the premium that has been fixed to the premium that would have been fixed, if there were no violation, with a right of recourse of the Company for the difference of the amount of the indemnity.

**9.5.** In case of a fraudulent violation, of the obligation provided in par. 1 of this article, the Company has the right to terminate the contract, within a deadline of one (1) month, since the date at which he had knowledge of the violation. If the occurrence occurs within the above deadline, the Company is released from its obligation for indemnity payment. The Insurance Recipient or/and the Insured are obliged to remedy any loss incurred by the Company.

**9.6.** The termination of the insurance contract by the Company in the cases of par. 2 and 4 of this article brings about effects after the lapse of fifteen (15) days, from the date at which the insurance recipient had knowledge of or after the lapse of one (1) month from the receipt of the proposal of amendment provided in par. 2 of this article. In the case of par 5 of this article, the termination brings about immediate results and is effected by a registered letter to the address of domicile or resident of the insurance recipient or the insured, stated in the insurance policy. As residence is deemed as the last address the insurance recipient or the insured declared in writing to the Company.

**9.7.** During the term of the insurance contract, the Insurance recipient or/and the Insured are obliged to declare to the Company, within 14 days since they had knowledge of any change of the particulars of the insured vehicle and any other information or incident that good bring about significant aggravation of the risk, at an extent that if the Company knew it, it would had not concluded the agreement or it would had not concluded it on the same terms. In such a case the Company, upon having knowledge of the risk, it is entitled to terminate the contract or request its amendment. In case of omission of notification, the above paragraphs 2, 3, and 6 of this article apply.

Furthermore, the Insurance Recipient or/and the Insured are obliged to notify immediately and I writing the Company of any change of the address of their domicile or the registered office of their enterprise, otherwise any notification of any document mailed to the address stated in the insurance policy or to that which evidently has been notified to the Company, generates legal effects and is valid, in force and undisputed.

## **10. GENERAL OBLIGATIONS OF THE INSURANCE RECIPIENT OR AND THE INSURED IN CASE OF LOSS.**

In case of loss or accident, the Insurance Recipient or/and the Insured are obliged to:

**10.1.** Notify the Company in writing, immediately without liable delay and at the later within eight (8) working days from the moment they had knowledge of the loss event.

**10.2.** Irrespective of the actions of the Authorities, which they should inform as soon as they are informed of the loss event, proceed to any action they would have proceeded to for their own interest, for the purpose of salvaging or mitigating the loss and any action, in accordance with the good faith and business ethics of a diligent person, as if they were insured.

**10.3.** Facilitate and provide any possible and reasonable help to Company's representatives or experts, for accident's ascertaining and causes and loss assessment, and any other issue that directly or indirectly relates to the accident.

**10.4.** Forward, within eight (8) days, to the Company, any judicial or extra-judicial document, that relates to the risk occurrence, irrespective their origin.

**10.5.** Refrain from proceeding to confessions of responsibility to third persons, but to declare only the real events.

**10.6.** Refrain from proceeding to any form of act that would mean acceptance or refutation or recognition or conciliation or settlement of the covered risk, without Company's written consent. The Company is entitled to undertake and handle at its absolute and unaudited discretion, in its name and in the name of the Insured, or insurance recipient's or/ and the persons for whom it is responsible in terms of insurance or the settlement of the claim or pursue in his name and for its benefit, the remedy of any loss or the satisfaction of any indemnity claim up to the limit of its responsibility. Furthermore it has the full and unaudited discretion, regarding the conduct of any judicial proceedings or the settlement of any claim. The Insured or and the insurance recipient has to provide any information or assistance the Company will deem necessary and request from him. Furthermore it has the power to represent him, if the Company wishes so, before any authority or Court, and unreservedly approves as from now and fully recognizes all the acts and actions without exception, regarding the occurred insurance risk the conduct of the Court proceedings or the conciliation or the settlement of any claim.

The violation of their above obligations by the insurance recipient or and the Insured, provides the company with the right to request from them and from any third party involved. The remedy of any loss or expense incurred towards any third person, and the legal interest as of the date of payment.

Furthermore the liable violation by the insurance recipient or and the insured of their as above obligations, provide the Company with the right to request indemnity up to the amount of 2,000€ pursuant the provision of article 9(3) of Law 489/76.

## **11. GENERAL EXCLUSIONS**

Excluded and not covered are the losses caused:

**11.1.** By a driver who has no driver's license provided by the Law for the category of the vehicle he is driving (article 6b, par. 1, case a' of Law 489/1976).

**11.2.** By a driver who at the time of the accident was under the influence of alcohol or toxic substances, by violation of the Highway Code (Law 2696/1999, Gov. Gazette Sheet (FEK) 57A'), as it each time in force, provided the said violation has a causal link with the provocation of the accident (article 6b, par. 1, case b' of Law 489/1976).

**11.3.** By a vehicle whose use is different from the use stated in the insurance policy and the vehicle registration certificate, provided this use has a causal link with the provocation of the accident (article 6b par. 1 case c' of Law 489/1976).

## **12. INSURANCE WITH SEVERAL INSURERS**

**12.1.** If there are successive insurances only the last applies and sole liable for the payment of the indemnity to the injured third party is the last insurer. The preceding insurances are ipso jure void, and no notification or complaint are required.

**12.2.** If an accident is caused by a towing vehicle connected with a towed vehicle, the insurers of the towing and towed vehicles respectively, are liable in solidum towards the injured third parties. The responsibility of those insurers is limited up to the sum insured of the relevant contracts; either insurer reserves the right of recourse for the apportionment of the loss.

## **13. SUCCESSION IN THE INSURANCE RELATIONSHIP**

**13.1.** If the ownership of the motor vehicle is transferred because of death, inherited persons rights and the obligations derived from the insurance, are ipso jure transferred to the successor, except if he notifies in writing the insurer for their non acceptance within (30) days from the date he had knowledge of the opening of the succession and the reason of such a non acceptance.

**13.2.** If the ownership or the possession of the motor vehicle is transferred by any legal way, the insurance contract is dissolved ipso jure after the lapse of thirty (30) days from the date of the transfer, and the Company is obliged to refund the eventual unearned premiums. The dissolution of the contract applies towards all, the Company is not required to proceed to any act.

**13.3.** If after the transfer of the motor vehicle as per previous paragraph, a new insurance contract is concluded for the same motor vehicle, the existing insurance relationship ceases to apply and sole liable towards the injured third parties is the last insurer.

## **14. INSURANCE CONTRACT CANCELLATION**

**14.1. a** The parties who enter into the insurance contract may dissolve it at any time, by written agreement.

**b)** The Insurance Recipient or the Insured may terminate the insurance contract, at any time, by a letter sent either in the form of a telefax or electronically by using the contact information stated by the Company in its official website and in its forms of any form. The effects of the termination regarding the contracting parties occur immediately as of the date at which the Company received the notice of termination.

**c)** The Company may, by a letter, terminate the insurance contract only for violation of a material term of it by the Insurance Recipient or the Insured; the Company has the burden of proof of the violation. By the statement of termination, addressed to the Insurance Recipient and the Insured, it is notified that, their non-compliance with the violated material term within thirty (30) days from the date of the service of the termination, brings about the dissolution of the insurance contract.

**d)** The letter of the previous paragraph is sent to the address of domicile or residence of the Insurance Recipient or/and of the Insured stated in the Insurance Policy. As domicile or residence is deemed as well the last address the Insurance Recipient or/and the Insured have stated in writing to the Company.

The effects of the termination occur irrespective of the refusal of the Insurance Recipient or/and the Insured to take delivery of it or if they have not been found at the domicile or residence address of the previous subparagraph or if they didn't go to the Post to collect it.

**e)** In any case of early termination of the validity of the insurance contract as per above, the Company inform accordingly the Centre of the Auxiliary Fund.

Specifically in the case of termination of the insurance contract by the Company, this information may not be made earlier than on the 30th date from the date of dispatch of the relevant letter...

**14.2.** The Company may invoke the dissolution of the insurance contract towards the injured third party, after the lapse of sixteen (16) days from the date of its notification to the Information Centre, as per the provisions of subparagraph d' of the previous paragraph.

**14.3.** Insurance policies for which a valid green card has been issued, are annulled after the lapse of green card's validity. In each case of annulment the Company reserves the right of proportional collection of premiums.

## **15. AMENDMENT OF THE INSURANCE CONTRACT**

Upon Company's written consent and effective date at least from the next day of receipt of the request of the Insurance Recipient or/ and the Insured, the amendment of the current insurance contract is possible.

## **16. ANNOUNCEMENTS AND DECLARATIONS**

All the announcements and declarations of the Insurance Recipient or/and the Insured are made in written form and addressed to Company's head office.

## **17. LOSS SETTLEMENT**

The Company has the right to conduct an investigation on the causes of the loss and the circumstances under which it has occurred, and on the value of the insured risk, at the time of the accident and to proceed in its absolute and unaudited judgment to a judicial or extrajudicial settlement of the loss. The Company is entitled as well to proceed in its absolute and unaudited judgment with a judicial or extrajudicial settlement of third party claims against it or the insured or the persons for which the Company is liable. This settlement is not binding in any way the insured or the persons for which it is responsible in terms of insurance, if they do not accept it. Το δικαίωμα αναγωγής της Εταιρείας κατά των ασφαλισμένων παραμένει.

## **18. STATUTE OF LIMITATION**

Any claim of the Insurance Recipient or/and the Insured deriving from the insurance contract is time-barred after four (4) years from the end of year at which the claim has been created. The claim of the injured person is time-barred after the lapse of five (5) years from the date of the

accident, without prejudice to the provisions of applicable legislation on the suspension and the interruption of the statute of limitation.

#### **19. PREMIUM ADJUSTMENT**

The Company reserve the right, at the expiry of the agreed insurance period, to adjust the premiums and amend the terms. If the Insurance Recipient or/and the Insured do not accept the modification occurred in this way, the Company is entitled to terminate the insurance contract, in accordance with article 11a of Law 489/1976.

But the payment of the premiums by the insurance recipient or/and the insured, is deemed as an express acceptance of the new premium and the terms.

#### **20. COURT COMPETENCE**

It is expressly agreed that for the resolution of the disputes arising from the insurance contract between the Company and the insured persons, pursuant to the present terms, are the Courts where Company's registered office is established, pursuant to the provisions of articles 42 and following of the Code of Civil Procedure. Applicable Law is the Greek Law.

## MOTOR OPTIONAL RISK COVERAGE SPECIAL TERMS

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1. The optional coverages (SPECIFIC RISKS) referred to below, are provided by the same insurance policy that covers the Civil Liability of the vehicle.
2. The risks referred to in the below terms are not covered by the insurance policy if they are not stated in the schedule of coverages of the first page of the insurance policy and besides them no insured sums nor premiums corresponding to them are stated.
3. On the optional coverages, the provisions of the General Terms of Third Party compulsory insurance from vehicle accidents apply, if they are not annulled or modified by the presents.
4. Losses occurred within the Greek Territory are covered, except if a special written agreement on the contrary exists, prior to the occurrence of the insured risk.
5. The insurance does not cover wear and tear, wear deriving from the use of the vehicle, in general, performance reduction, purchase (technical or commercial) value and indirect loss from the deprivation of vehicle's use.
6. The real current value of the vehicle or its insured components that have not been destroyed, at the date of the occurrence of the insurance case, is covered, without prejudice to the article 17 Law 2496/97 on under-insurance – over-insurance.
7. In case of a loss, provided vehicle's spare parts are replaced by new ones, the ageing is deduced as follows: Upon the completion of the second year of use 5% and further 5% for each year up to the tenth year, with a maximum limit of 45%.

8. Company's liability in the cases of optional insurances is exhausted by the insured sum stated for the corresponding optional insurance, at an annual duration, even if from the same accident several insured risks occurred. Each payment of indemnity by the Company reduces respectively this sum. The insurance recipient has the possibility to reinstate the maximum sum, following his request to the Company and paying the corresponding premiums.

9. From the amount of each indemnity the provide deductible is deduced and all the legal charges, incurred by the insured or the insurance recipient, unless there is a prior agreement to the contrary.

## PART I: SPECIAL TERMS

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### 1. TOTAL THEFT INSURANCE

**1.1.** The total theft of the insured vehicle is covered. The notion of theft is defined by the Criminal Law. The case of embezzlement and fraudulent misappropriation is not covered. As total theft is deemed the recovery of the vehicle within a three month period with material damages whose rehabilitation expense exceeds the current market value of the vehicle at the time of risk occurrence.

**1.2.** Theft insurance covers the actual value of the vehicle at the day of its loss, without prejudice to article 17 of Law 2496/97 on under-insurance – over- insurance.

**1.3.** Company's liability exists with the concurrence of the following conditions cumulatively: a) the insurance recipient, insured, owner, possessor or the driver of the vehicle had not left the keys on the car, and b) the loss is immediately declared to the Police Authority and to the Company in writing, and is generated after the lapse of ninety (90) days after the date of charge filing and if an attestation is produced stating that a charge is pending and from no other source results that the vehicle has been found at this deadline. The Company is liable for paying the indemnity even if the car is found after this deadline.

The plaintiff is not entitled to withdraw the charge even after the payment of the indemnity, otherwise is obliged to remedy any loss caused to the Company from this cause.

**1.4.** The Company is not obliged to pay indemnity if the vehicle is found before the lapse of the deadline of ninety (90) days. If the vehicle is found by the date of indemnity payment, the Company may refuse to pay if the legal transfer of vehicle's ownership to it or to any third person suggested by it has not been preceded. Also, the Company is not obliged to pay indemnity in the case where the vehicle found within the above deadline has sustained damages inferior to its current market value at the time of risk occurrence.

**1.5.** Any removal or damage from a removal or damage on parts or accessories from vehicle's use, caused during its theft is covered, if the vehicle is found before the lapse of the deadline of ninety (90) days, except if partial theft insurance has been concluded and they are covered in accordance with the terms of it.

**1.6.** For the payment of the indemnity, or even before it, the Company may request:

- a) the provision by vehicle's owner, of a document of mandate and irrevocable power of attorney by which the Company is provided with the right to sell the vehicle, if it eventually is found, and retain the price,
- b) the signing of a notarized memorandum of agreement providing the Company with the discretion to request the signing of a definitive contract for the transfer of the vehicle either to itself ( self-agreement) or to a third person, suggested by it,
- c) copy of the theft declaration filed with the Insured's Tax Office and with the Transport Directorate that had issued vehicle's registration certificate, stating that the theft has been declared,

d) certificate issued by the competent Tax Office on the payment of annual motor vehicle circulation tax and attestation that the stolen vehicle had been declared in the income tax returns of the insured of the previous years, and,

e) any other information or declaration deemed necessary and required by the Company.

**1.7.** If the vehicle is found after the payment of the indemnity, the Insurance Recipient or the insured owner of the vehicle, are obliged, as soon as they are informed of, to notify the Company. The Company when informed that the vehicle has been found, is obliged to invite the insured in writing, to declare whether he wishes to retain the recovered vehicle and return the indemnity. This declaration of the insured may be made in a provable mode only within a deadline of one (1) month from the dispatch of the letter.

In case of no reply, the insured forfeits this right. If the insured breaches his obligations as above on notifying the Company for his vehicle recovery etc., is obliged and liable for remedy of any direct and indirect damage or loss of Company's interests arising from this reason.

#### EXCLUSIONS:

The General Exclusions of Part III apply.

### 2. VEHICLE'S PARTIAL THEFT INSURANCE

The insurance of Partial Theft is provided and applies only if a total theft insurance has been concluded and covers only the value of the stolen parts or accessories of the vehicle that are solidly attached to it and necessary for its movement and function, as they are described in its manufacture equipment.

The theft of parts or accessories from the interior of the insured vehicle is covered only following its break-in and on the condition there are obvious signs of breaking.

The insurance of partial theft is not provided separately but only in combination with total theft insurance.

The insurance does not cover wear because of use, reduction of performance, reduction of market value and indirect losses from the deprivation of vehicle's use.

The actual current value of the vehicle is covered or its insured stolen accessories, at the date of the occurrence of the insurance case, without prejudice to article 17 of Law 2496/97 on under-insurance – over-insurance.

The insured is obliged to declare immediately the theft to the Police Authority and produce a copy of the charge filed, otherwise the Company is released of any obligation for indemnity.

#### EXCLUSIONS:

- i. The General Exclusions of Part III apply.
- ii. Also, on the insurance of refrigerated vehicles or heat-chambers, damages on the refrigerating or heating machinery and facilities in general are excluded, irrespective of their cause.

### 3. OWN-DAMAGE INSURANCE

Own-damage insurance covers the damages of the insured vehicle caused exclusively and only from collision, impact, deviation, overturning and hurling down a precipice of it.

The actual current value of the car is covered or its insured accessories destroyed, on the day of the occurrence of the insurance case, without prejudice of article 17 of Law 2496/97 on under-insurance- over-insurance.

The insurance of Own-Damage does not cover damage on non-usual accessories and equipment of the vehicle (air condition, radios, tape players, televisions, cell-phones and other installations and special accessories) and those that eventually the insured vehicle was carrying or were inside of it or its cargo in general. For their cover a special agreement is required with their detailed description and value in the insurance request, and payment of additional premium.

The insurance does not cover wear and tear, reduction of performance, reduction of market value, and indirect damage from the deprivation of vehicle's use.

In case of a damage provided vehicle's spare parts are replaced by new ones, the ageing is deducted as follows: Upon the completion of the second year of use 5% and further 5% for each year up to the tenth year, with maximum limit 45%.

If the present insurance has been agreed with Company's deductible for a certain amount for each accident, the Company is liable only for the eventual damage beyond the deductible.

In case of an accident, incurring Own-Damage to the insured vehicle and occurring while the vehicle stated in the insurance policy is driven by a driver of less than 23 years of age, the age is calculated as of the 1st January of the year of birth, or by a driver who obtained his driver's license less than a year ago, without having paid, upon the conclusion of the insurance the provided relevant additional premium under Company's Premium Invoice, the Company will pay only half (50%) of vehicle's damage caused from collision, impact, deviation, overturning and hurling down a precipice of the insured vehicle, the insured not being entitled to claim the totality of his damage, even by offering additional premium.

#### **EXCLUSIONS:**

i. The General Exclusions of Part III apply.

ii. Furthermore from the insurance the following damages are excluded:

- a) damages caused to the insured vehicle from its poor maintenance or by constructor's defect,
- b) damages to vehicle's tires and only, if they are not concurring with other damages covered by this insurance,
- c) on the insurance of refrigerated vehicles or hest chambers, damages on the refrigerating or heating machinery and installations in general, irrespective of their cause.
- d) damages on added accessories beyond usual carmaker's equipment of the vehicle.
- e) Damages caused during vehicle's misappropriation or following a theft or through

other punishable act, from the possession of the owner, possessor, insurance recipient and insured, except if the vehicle is insured against the risk of Total and Partial Theft.

#### **4. VEHICLE TOTAL LOSS INSURANCE**

By this cover the Company undertakes the indemnity for the total loss of the insured vehicle caused exclusively and only from its collision, impact, deviation, overturning and hurling down a precipice.

Material damage caused exclusively by the above causes, whose remedy cost exceeds 70% of its current market value on the day of the occurrence of the insurance case is presumed as total loss.

The actual current value of the vehicle on the day of occurrence of the insurance case is covered, without prejudice to article 17 of Law 2496/97 on under-insurance – over-insurance.

If the present insurance has been agreed with Company's deductible for a certain amount for each accident, the Company is liable only for the eventual damage beyond the deductible. Likewise from the amount of indemnity the residual value (salvage).

A necessary condition for the payment of the indemnity is the occurrence is proved by a Copy of Incident Report of the intervened Police Authority which should be present at the site of the accident or by any other Public Document.

In case of an accident, incurring total loss to the insured vehicle from the above causes and occurring while the vehicle stated in the insurance policy is driven by a driver of less than 23 years of age, the age is calculated as of the 1st January of the year of birth, or by a driver who obtained his driver's license less than a year ago, without having paid, upon the conclusion of the insurance the provided relevant additional premium under Company's Premium Invoice, the Company will pay only half (50%) of vehicle's damage caused from collision, impact, deviation, overturning and hurling down a precipice of the insured vehicle, the insured not being entitled to claim the totality of his damage, even by offering additional premium.

#### **EXCLUSIONS:**

i. The General Exclusions of Part III apply.

ii. Total loss caused during vehicle's misappropriation, or following theft or through other punishable act, from the possession of the owner, possessor, insurance recipient and insured, except if the vehicle is insured against the risk of Total and Partial Theft.

#### **5. FIRE INSURANCE**

**5.1.** The insurance includes vehicle's damage from fire originated from self-ignition, lightning strike and explosion. It also includes the damage caused by fire propagated to it by another object.

The damages from vehicle's arson, expressly excluded from this cover, are not covered.

Damages from similar incidents are not covered.

This cover in no case this cover includes the damages caused to third parties for the above reasons.

**FIRE:** it is the fire accompanied by flame and propagated by its own force.

**LIGHTNING:** it is the instantaneous and strong electric atmospheric discharge that hits (directly or indirectly) the insured assets.

**EXPLOSION:** it is the sudden release (leak) of energy that is due to a violent detonation of gases and vapors.

**5.2.** The insurance does not cover wear and tear, reduction of performance, reduction of market value, and indirect losses from the deprivation of vehicle's use.

**5.3.** Also, damages on the vehicle caused directly or indirectly by terrorist or wanton acts of third parties, isolated or not, are not covered, except if otherwise agreed in the insurance policy.

The actual current value of the vehicle or its insured accessories that have been destroyed, on the day of the occurrence of the insurance case, is covered, without prejudice to article 17 of Law 2496/97 on under-insurance – over-insurance.

In case of collision, impact, deviation, overturning and hurling down a precipice of the insured vehicle and then a fire broke out in it, the indemnity sum because of the fire cover, is limited to the value of the car after the incident and before the fire broke out.

**EXCLUSIONS:**

- i. The General Exclusions of Part III apply.
- ii. Also excluded, on insurance of refrigerated vehicles or heat chambers, damages on the refrigerating or heating machinery and installations in general, irrespective of any cause.
- iii. Damages from fire caused during vehicle's misappropriation, or following a theft, or through other punishable act, from the possession of the owner, possessor, insurance recipient and insured, are not covered and entirely excluded.
- iv. Damages from fire because of arson of the insured vehicle are entirely excluded.

**6. VEHICLE INSURANCE AGAINST DAMAGES CAUSED BY FIRE AND OR EXPLOSION BY TERRORIST OR MALICIOUS ACTS OF THIRD PARTIES**

The insurance covers damages on the vehicle from fire and or explosion directly or indirectly originated from terrorist or wanton acts of third parties, isolated or not.

**TERRORIST ACT:**

Considered as such any act consisting, indicatively and not restrictively, in the use of power or force and/ or threat of any person or group of persons who either are acting alone or on behalf or in collaboration with another organization or government and which act is perpetrated for government, religious, ideological or national purposes or reasons in order to intimidate the public or a certain circle of persons or influencing the legal or the de facto Authority or government, irrespective of whether this act took place or not during civil commotion, mutinies, riots, demonstrations, strikes, lockouts during any disturbance of the public order.

**MALICIOUS ACTS OF THIRD PARTIES:**

Considered as such the acts perpetrated by a certain third party for the purpose of vandalism or sabotage resulting to the damage of insured assets. The insured is obliged to declare immediately the incident to the Police Authority and to produce to the Company a copy of the charge filed, otherwise the Company is released of any obligation for indemnity.

**EXCLUSIONS:**

- i. The General Exclusions of Part III apply. The exclusion referred to at point 3 continues to apply to the extent that no otherwise is provided in this special term.
- ii. Excluded from insurance are also the following damages:
  - a) the damages on vehicle's tires and only if they are not concurring with other damages covered by this insurance, and
  - b) on the insurance of refrigerated vehicles or heat chambers, damages on the refrigerating or heating machinery and installations in general, irrespective of any cause.
  - c) damages from fire caused during vehicle's misappropriation by theft or other punishable act, from the possession of the owner, possessor, insurance recipient and insured autoú.

**7. VEHICLE BROKEN GLASS INSURANCE**

The insurance covers any glass break, including installation and materials costs, from any external cause, including break during a theft attempt. The coverage does not include the front and rear lights, the mirrors and the directionals. The glass roofs (panoramic) and the mechanisms of sunroofs are not included either except unless a special agreement has been concluded.

The cover presupposes restoration only in case of partial damage of the insured vehicle, and restoration is excluded in case of total loss of vehicle or its withdrawal from circulation.

The Company is not liable for:

- a) any consequential damage to the vehicle until the restoration of the damages from glass break,
- b) damage or frame removal or reinstallation costs,
- c) break due to traffic accident, except if the sole responsible for it is the driver of the insured vehicle,
- d) break originated directly or indirectly from any cause for which an indemnity is already owed from another cover of the insurance policy.

Company's obligation is limited only to the replacement value of the insured glass, including installation expenses and materials and it is up to Company's absolute judgment to pay the indemnity in cash or to replace the broken crystal(s) by other ones of the same quality.

In case of break of one or more glasses and their replacement by the Company or payment of the price of their value, the insurance ends then for the indemnified glasses, except if the insured pays complementary premium for the retrosurance of the replaced glasses. If the present insurance has been agreed with deductible for a certain amount for each accident, the Company is liable only for the eventual damage beyond the deductible.

**EXCLUSIONS:**

- i. The General Exclusions of Part III apply.
- ii. Damages caused on the insured glass from poor maintenance or from maker's defect are also excluded.
- iii. Damages or breaks during repair works on the vehicle, or during their removal and reinstallation are excluded.

**8. NATURAL PHENOMENA INSURANCE**

The damage caused directly and evidently only from storm or and tempest, flood, hail typhoon, tornado, windstorm, volcano eruption, earthquake, as these phenomena are qualified by the competent State authorities, are covered.

Specifically, it is specified that the mechanical or electrical breakdowns of the insured vehicle that have as cause the above natural phenomena are not covered.

The insurance does not cover tear and wear, reduction of performance, reduction of market value and indirect damage from the deprivation of vehicle's use.

The insured is obliged to produce to the Company an attestation of the National Weather Service or other competent Authority, from which it results that indeed the above weather phenomena have occurred .

**EXCLUSIONS:**

- i. The General Exclusions of Part III apply. The exclusion stated in point 5 continues to apply to the extent that in this special term is not otherwise provided.
- ii. Damage on refrigerated or heating machinery and installations in general, on insurance of refrigerated vehicles or heating chambers, irrespective of any cause, are also excluded. Due to any cause whatsoever.

**9. MATERIAL DAMAGE FROM AN UNINSURED VEHICLE**

Material damage caused to the insured vehicle, from its collision with another uninsured vehicle and provided it is known, is covered.

The following constitute the basic conditions of indemnity:

- a)** the ascertainment of the exclusive responsibility of the driver of the uninsured vehicle, that should result from valid evidence and obligatorily from public documents (Copy of Incident Report of the Police Authority which should be present at the scene of the accident, Criminal Case File),
- b)** the qualification of the vehicle at fault as uninsured to result from the incident report of the police authority that has intervened in the accident or the case file formed or other public document or attestation of the Information Centre or attestation of the Y.S.A.E., and
- c)** the safeguard of Company's rights against the responsible third party for the restoration and the reimbursement of the damage.

**Limits of Indemnity:**

The actual current value of the vehicle or its insured accessories destroyed is covered and up to the amount specified in the insurance policy for the cover from an uninsured, deducting eventual deductible.

**Special notes:**

**15.1.** The Company is liable exclusively and only for the material damage of the insured vehicle. Its liability may not exceed the sum insured stated in the table of covers for the entire annual period of insurance, The Company is not liable for any direct or indirect damage, as indicatively and not restrictively, for reduction of its purchase value, or for deprivation of its use or for reduction of performance or for commercial loss of the insured or for any indirect damage.

**15.2.** The Company, by indemnifying the insured, acquires, up to the amount of the indemnity, all the rights, the insured has against the third party, who is responsible for the accident, in accordance with the Law as well. Irrespective of it the insured assigns as from now to the Company, up to the amount of indemnity, any similar right of him and grants to it the right and the power of attorney to act, judicially and extrajudicial, in its name or and in his name, for its indemnity by the third party.

**15.3.** This insurance applies exclusively and only within the limits of the Greek Territory, and it is not extended abroad even if a green card had been issued.

**15.4.** The vehicle responsible must bear Greek Registration Number Plate, and its owner is permanent resident of Greece.

**EXCLUSIONS:**

The General Exclusions of Part III apply.

**10. SPECIAL CONDITION OF DRIVER'S PERSONAL ACCIDENT FROM TRAFFIC ACCIDENT**

This insurance is provided by the same insurance policy that covers motor Third Party Liability (except the bicycles) and the provisions of the General Terms of compulsory insurance (Civil Liability) apply, provided they are not annulled nor amended by it.

**ARTICLE 1: DEFINITIONS**

In this cover the below terms have the meaning assigned to them:

**1.1. INSURED:** the driver of the vehicle stated in the insurance policy.  
**1.2. BENEFICIARIES:** those who will receive the insured amount in case of death are the persons stated in the inheritance of the insured in accordance with the rules of "intestate succession" or because of testate succession, each one according to the percentage of inheritance portion.

**1.3. ACCIDENT:** the incident (occurrence) due to a sudden cause, internal, visible, violent, accidental and absolutely independent of the will and involvement of the insured or the beneficiaries causing a bodily injury to the insured as exclusive cause and independent of any other.

**1.4. MAXIMUM INSURED AMOUNT:** the amount of money to be paid at maximum limit for each case covered and which in no case may exceed the insured amount for the insured stated in the table of covers of the vehicle insurance policy.

**ARTICLE 2: OBJECT MATTER OF INSURANCE**

The Company in accordance with the terms of this insurance policy covers the accident, during the validity of the insurance policy, the driver will suffer for the benefit of whom the insurance of the vehicle has been concluded (excluding bicycles), if the accident occurs exclusively and only during the driving of the insured vehicle, and provided the accident constitutes the provenly direct, exclusive and independent cause of the risks stated in paragraphs 3 and 4 of this insurance, for a traffic accident only with the Greek Territory. This cover is triggered only for a traffic accident due to the exclusive fault of the driver of the insured vehicle, attested by a final Court ruling.

**ARTICLE 3: DEATH FROM AN ACCIDENT**

If insured's death occurs because of an accident while driving, the Company will pay to the beneficiaries the insured amount provided for the case of death.

A condition for the payment of the indemnity is that the death occurred directly, autonomously, and independently of any other cause from a accident, of which exclusively responsible as the deceased deliver, which occurred during the validity of this coverage and in any case within one (1) year at the latest from the date of the accident. If the beneficiary contribute "intentionally" in any way, directly or indirectly, to the shortening of insured's life,

the insurance towards him becomes ipso jure void and non-existent for the beneficiary in favor of the Company and does not produce any obligation against it.

The indemnity is paid after submitting to the Company the following supporting documents:

- a) Death certificate,
- b) Death Certificate issued by a Medical Doctor or a Hospital,
- c) Certificate issued by the Tax Office on the declaration of the insured amount,
- d) Certificate of Succession,
- e) Copy of the criminal case file that has been formed.

In addition to the above the Company may request as well any other supporting document that eventually will be required for the foundation of beneficiary's claim, who is obliged to fully prove his right, from which this claim derives.

#### **ARTICLE 4: TOTAL PERMANENT DISABILITY FROM AN ACCIDENT**

If the insured suffers Total Permanent Disability, that occurred exclusively because of an accident while driving and in any case within one (1) year at the latest from the date of the occurrence of the accident, the Company pays the full insured amount provided for it.

The cases of such disability are restrictively as follows:

- a) total loss of vision from both eyes or the function of the two arms or of the two hands or of the two legs or of one arm and one knee or one arm and one leg.
- b) incurable brain traumatic or post-traumatic disease making the insured disable for life for any work.
- c) total constant paralysis.

The amount provided for this coverage is specified in the table of provisions of the insurance policy and constitutes the maximum amount. By its payment the insurance policy automatically ends regarding this coverage.

#### **ARTICLE 5: INDEMNITY FOR ACTUAL TREATMENT EXPENSES OF A TRAFFIC ACCIDENT**

Following a traffic accident, for which the insured driver responsibility bears exclusively and finally the responsibility, the Company pays for expenses made against the production of the necessary original copies of the full payment receipts for medical, surgical, pharmaceutical or other therapeutic treatment following instructions or responsible and legal prescription – and for all the hospitalization expenses and treatment expenses. This amount may not exceed four per cent (4%) of the amount specified in the table of benefits of the insurance contract for the case of death from an accident (e.g. if the sum insured for death from an accident and total permanent disability is 10,000€ the maximum amount for expenses is 10,000,000 x 4% - 400.00).

#### **ARTICLE 6: OBLIGATIONS OF THE INSURANCE RECIPIENT – INSURED BENEBCIARY**

**6.1.** In case of an accident for which an indemnity claim may be founded for death or permanent disability, on the basis of this condition, the insured or the beneficiary is obliged to notify in written Company's head office within a deadline of three (3) working days.

The insurance recipient or the insured or the beneficiary is obliged to produce full evidence for his claim and obliged to facilitate the Company in each act for ascertaining the conditions of the accident, even in the conduct of an autopsy. Furthermore the above are obliged at their expense to produce any necessary certificate or document they would be asked to provide. The

failure to fulfill the above obligations of the insured or the beneficiary entails Company's release from its obligation to pay an indemnity...

Company's actions intended to ascertain the conditions of the accident or its consequences in no case may be deemed as recognitions of its obligation to pay an indemnity.

**6.2.** The payment of the indemnity will be in Euros in Greece if and when all insured's or beneficiary's obligations provided by the Law and this insurance are fulfilled. In any case of indemnity the originals of the relevant evidence and supporting documents are produced to the Company.

**6.3.** No claim may be raised in any way against the Company prior to the lapse of sixty (60) days from the production of full and relevant evidence and proof document to it.

**6.4.** After the determination of the payable indemnity by the Company, the payment is made at the latest within the above deadline at Company's head office.

**6.5.** The occurrence of the accident must be attested by competent Police Authority own perception. The attestation of the accident by a statement made by the insurance recipient or the insured or the beneficiaries, registered in the Incident Book of the competent Police Authorities without as it is above described, prior or immediately subsequent ascertainment of the declaration by the Authority, is excluded.

#### **ARTICLE 7: CONCURRENT CASES OF CLAIMS**

a) If because of an accident, eventually occurs, on the basis of this condition, a case of concurrence of claims for permanent total disability and death, the Company is obliged to pay once the maximum indemnity provided for one of these cases.

b) If after the payment of the indemnity for permanent total disability, but in any case within one (1) year from the date of the accident at the latest, death occurs covered by this condition, the Company pays the difference between the amount provided for the death (if it is greater) and the amount paid because of permanent total disability.

#### **ARTICLE 8: COVERAGE CANCELLATION**

The coverage is automatically cancelled following an accident resulting to the death or the permanent total disability of the insured. In such a case an eventual apportioned premium for the remaining period is not refunded.

#### **ARTICLE 9: EXCLUSIONS**

The following cases are excluded and not covered by this condition:

- 9.1.** Suicide or attempt of suicide cases, irrespective of the mental condition (permanent or temporary) of the insured.
- 9.2.** Cases where the driver of the vehicle suffers from paralysis, epilepsy, neurasthenia or being under the influence of liquor or toxic substances pursuant to article 42 of the Highway Code or being alcoholic or drug addict or disable irrespective whether they had effect on accident's occurrence.
- 9.3.** Cases due to force majeure, such as earthquake, flood, tornado, storm, landslide, volcano eruption, etc.
- 9.4.** Cases due to war, civil commotion, terrorist act, public order disturbance and similar acts or situations.
- 9.5.** Cases where the vehicle participated in races or in tests for races and racing exhibitions (official or not).

- 9.6. Cases where the vehicle is towing or is towed and in similar cases, except if there is a written consent by the Company for coverage provision.
- 9.7. Cases where the driver is not holder of a driver's license or its temporary or permanent withdrawal has been ordered. Likewise cases where vehicle's registration plate has been withdrawn.
- 9.8. Any form of conditions, illnesses or diseases, even if the Court qualifies them as accidents.
- 9.9. Accidents due, directly or indirectly, to insured's bodily injuries, disabilities, chronic diseases, and to their sequels or complications, prior to the insurance.
- 9.10. Accidents caused during a perpetration or attempt of perpetration of a crime or misdemeanor by the insured.
- 9.11. Accidents due to a breakdown appeared prior to the accident and the insured was aware of or due to his negligence that rendered the vehicle dangerous or unsuitable for safe driving.
- 9.12. Accidents of which the insured is not exclusively or finally responsible does not bear exclusively and finally the responsible.
- 9.13. Cases where the number of vehicle's passengers is greater than the one permitted by vehicle's license or when the vehicle transported a load weight is above the limit provided by the license or by the relevant decisions of the competent Authorities.
- 9.14. Cases where the vehicle is not legally operating or for the use provided for or has not undergone the government checks provided by the applicable provisions.
- 9.15. Accidents caused following vehicle's theft.
- 9.16. Cases due to intentional acts of third parties.

## PART II: SUM INSURED – INSURANCE INDEMNITY – INDEMNITY

On the above special conditions of Part I, provided it is not otherwise provided, the following apply:

1. On all the optional insurances, the sum insured agreed and stated in the insurance policy, constitutes the maximum limit of Company's liability for one or more accidents, within the annual period of insurance, including interest and expenses of any nature. Company's liability reaches the sum insured, even if from the same accident several insured risks have arisen. Because the sum Insured during the insurance contract is spendable, that is after each payment because of a loss, is reduced accordingly, in order for the amount to remain the same during the entire term of the insurance contract, after the payment of each indemnity, the insurance recipient must request the adjustment of the sum insured and an Endorsement of collection of premium difference must be issued as from the date of the accident and up to the annual expiration of the insurance contract, otherwise the paragraph 3 below of this part shall apply.
2. the Company has the right, instead of paying a pecuniary indemnity, to undertake vehicle's repair.

3. If the sum insured covers only part of vehicle's value, the insured undertakes proportional part of the damages or the losses.

4. The insured has to take the appropriate measures, to demonstrate a particular care in avoiding the occurrence or the accentuation of the insured risks and in general to behave as a wise owner of a vehicle. In case of a breach of his obligations as above, that were responsible for the occurrence of an insured risk, the insured is obliged to indemnify the Company.

5. The insured is obliged to put the vehicle as soon as possible at Company's disposition so that an expertise is conducted, while the Company is obliged to conduct such expertise within a reasonable period of time. Before the conduct of the expertise, the insured does not have the right to proceed himself with the damage repair, otherwise his right for indemnity is forfeited.

6. For the calculation of the indemnity, the actual current value of the vehicle or the parts that have suffered damage, at the time when the insurance case occurred is taken as a basis, taking into consideration their wear and tear and ageing. The indemnity for all the insured risks, except the third party liability, comprises only the direct damage and never the indirect one, nor the reduction of market value of the injured vehicle, nor the damage from the deprivation of its use, nor any other direct or indirect damage.

7. Duties, contributions and other obligations to third parties, related to the acquisition of the vehicles and the spare parts are not counted in the sum of the payable indemnity, if the beneficiary of the insurance indemnity owner of the vehicle is released from the obligation of their payment. In case of partial, damage, if the insured value of the vehicle has been calculated without duties, the Company is entitled to deduct from the value of the spare parts required for the repair, the amount corresponding to the duties charged on them.

8. The insurance indemnity is paid in money, the Company being entitled to proceed with the physical restoration of the damage.

## PART III: GENERAL EXCLUSIONS

On the above optional insurances (special conditions of part I), if it is not otherwise provided, the following General Exclusions apply:

Damages are also excluded if caused:

1. intentionally (fraud or gross negligence) of the insured, the contracting party and the driver of the vehicle or of the persons assigned by them to drive the vehicle,
2. From the participation of the insured vehicle in exhibitions and festive parades or in official or not dexterity races or in related trial runs (practice), unless if in the insurance policy the cover of these cases has been agreed as well,

**3.** from terrorist or malicious acts, from raids, hostilities, military operations (either before or after the declaration of the war), civil war, uproars, demonstrations, strikes, mutiny, coup d'état or revolution and requisition of any sort, except if expressly and specifically their coverage has been agreed,

**4.** directly or indirectly or exclusively or by concurrence of other causes from ionizing radiations, or from radioactive contamination from any nuclear fuel or any nuclear residue. Combustion is deemed as well the self-sustained process of nuclear fission,

**5.** directly or indirectly from flood, typhoon, tornado, windstorm, volcano eruption, earthquake or other natural disturbance, except if expressly and specifically their coverage has been agreed,

**6.** from a driver who has not the driver's license provided by the law for the category of the vehicle he is driving,

**7.** from persons, who misappropriated the vehicle, by a punishable act, unless an agreement to the contrary has been agreed,

**8.** from driver who at the time of the accident is under the influence of alcohol or toxic substances in violation of the Highway Code (Law 2696/1999 Gov. Gazette Issue 57A), at any time as it is applicable.

**9.** during the time the vehicle is used for other use than the one stated in the insurance policy and its registration document,

**10.** from the cargo transported by the vehicle or in the cargo transported by the vehicle, unless an agreement to the contrary has been agreed,

**11.** during the time the vehicle is transporting cargo or passengers, beyond the maximum limit permitted by its registration document or the relevant decisions of the competent authorities, if the excess cargo to the occurrence or the increase of the damage, to the extent of the increase,

**12.** directly or indirectly from vehicle's explosion or flames or fire propagated to it or from the leak of liquids or liquid gas of any use that are being used for its function, except if an agreement to the contrary has been agreed,

**13.** during the time the vehicle is pushed by another force from its own power or it pushes another vehicle or object moving on wheels or not or is towing another vehicle, except of an agreement to the contrary has been agreed in the insurance policy,

**14.** inside guarded parking area or vehicle repair shops or vehicle exhibitions, unless an agreement to the contrary has been agreed,

**15.** from or on vehicles without registration document insured for accidents inside a specific area, if these accidents are caused outside of this area,

**16.** from or on special type of vehicles, tools or machines resulting not from their movement but from their operation as tools, unless an agreement to the contrary has been agreed,

**17.** during the time the insured vehicle is inside a barge, ship, ferry, train or during loading or unloading from them, and damages caused to third parties during the transit of the insured vehicle, unless an agreement to the contrary has been agreed in the insurance policy,

**18.** when the vehicle is moving or being off road or in roads where the circulation is forbidden by the authorities.

# LEGAL PROTECTION GENERAL & SPECIAL TERMS OF CAR AND DRIVER

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## ARTICLE 1. INSURED RISKS

By this insurance contract, the risks expressly stated in the insurance policy are only insured. The Company undertakes in combination with the General and Special terms of compulsory third party liability from traffic accidents and optional insurances, which are amended when are contrary to this insurance, against a premium payment as it is stated in the "TABLE OF COVERAGES" of the Insurance Policy, which is an integral part of this insurance, the contractual commitment to undertake Court expenses and other services deriving from this insurance coverage of Legal Protection provision to the Insured and the Insurance Recipient, to the extent it is necessary, up to the sum insured, as it is also specified in the Table of Coverages and pursuant to the below terms. The provision of Legal Protection is necessary and compulsory for the Company, only if in its judgment it provides the Company with adequate chances of success and does not appear as obviously unfair or disadvantageous, without prejudice to the provisions of article 17 of this insurance.

## ARTICLE 2. CONCLUSION OF THE INSURANCE CONTRACT

The Insurance Contract has been concluded and applies on the basis of the insurance proposal the Insurance Recipient and/or the Insured has submitted completed to the Company, and the written answers on any complementary information he was asked. In case where an element or incident objectively material for the assessment of the risk has not been declared to the Company, or it has been inadequately declared, the article 3 of Law 2496/97 applies.

## ARTICLE 3. VALIDITY OF THE CONTRACT AND MODE OF PREMIUM PAYMENT

Company's, Insurance Recipient's and/or Insured's obligations are determined by:

- a) the Insurance proposal
- b) the Insurance Contract
- c) the General and Special terms
- d) the Endorsements issued on the basis of the amendments of the Insurance Contract agreed by both parties
- e) Company's current tariff. Copies of the above have been available to the Insurance

Recipient, who also declares that he has full knowledge of and accepts them as an integral part of this insurance.

A term, not included in any of the above mentioned parts of the Insurance Contract, would not apply. The special terms shall prevail over the general ones. The Insurance Contract, the General and the Special Terms, the Endorsements and the receipts of the premiums are not valid, if they do not bear the handwritten or the mechanical signature of the persons who

legally represent the Company pursuant to its Articles of Association and/ or the resolutions of its Board of Directors.

The payment of the premiums is annual and paid in advance, otherwise it follows the method of payment of the Civil Liability Insurance Policy and complementary risks of the Motor Insurance .

The Insurance Policy is not delivered and the insurance coverage agreed to be provided by the Insurance Policy, would not entered into force and does not generate rights and obligations before the lump sum payment of the premium or of the first installment in the case where the payment of the premium has been agreed to be paid in installments. The payment of the premiums is effected directly to the Company, or to an authorized insurance broker, or to another agent of premium collection.

The delay of payment of a subsequent overdue installment of the premium, entitles the Company to terminate the Insurance Policy. The termination is effected by a written declaration to the Insurance Recipient and/or the Insured, by which it is notified that further delay to pay the premium will bring about, after the lapse of two weeks for insurances with a duration up to one (1) year and after the lapses of one (1) for insurances with a duration greater than one (1) year, the dissolution of the insurance contract.

## ARTICLE 4. PERSONS COVERED

By the Legal Protection Insurance Policy the following persons are covered:

- a) The Insured, as the owner or the legal possessor of the vehicle specified in the single policy of the Motor Third Party Liability Insurance if he has caused or suffered a traffic accident while he is at driver's seat.
- b) The legal driver of the vehicle at any given time specified in the single insurance policy of the Motor Third Part Liability Insurance if he caused or suffered a traffic accident while he was at driver's seat.
- c) The legal representatives of the insured legal person (Companies, etc) when they suffer damage from a traffic accident or have caused damage from a traffic accident as drivers of the insured vehicle stated in the single insurance policy of the Motor Third Party Liability Insurance Branch.
- d) The spouses and the minor children of the above persons exclusively if they are onboard the insured vehicle.

No insurance protection of the legal interests of the co-insured by the same insurance policy against each other or against the insurance recipient and/or the insured is provided.

## ARTICLE 5. BENEFITS - COVERAGES

The Legal Protection Insurance is only provided:

- a) For lodging claims pursuant to the provisions regulating motor third party liability insurance and if the actual damage of the insured exceeds the amount of four hundred Euros (400€).
- b) For defending the insured before the criminal courts because of death or injure of a person, because of traffic accidents or other traffic violation, related to traffic (violation of a criminal or police provision).

c) for defending the insured in cases of traffic violations for which freedom deprivation (imprisonment), pecuniary penalties and fines above three hundred Euros (300€) are threatened and attorney's fees and costs for applications for suspension, petitions for reprieve and facilitation for payment only for the petitions in each occurrence.

d) For recourses before the competent administrative authorities because of withdrawal or restriction of the driver's license or vehicle's circulation document and circulation plates, and for court costs for their recovery or drafting petitions and initiating proceedings before the courts for these reasons exclusively related to traffic violations for which the law provides a sentence of imprisonment, or pecuniary penalty or a fine above the amount of three hundred Euros (300€).

e) In case of disputes from contracts concluded with the insured and exclusively relating to the vehicle either with vehicle repair shops or with auto dealerships (Legal Protection of Vehicle's Contractual Obligations). The conclusion of the contract from which the need of legal interest protection arises, must in any way must have been done within the insurance policy period. Any car rental contract is expressly excluded.

#### **ARTICLE 6. SUMS COVERED**

The Legal Protection insurance is provided for covering in general all court costs deemed necessary for ensuring Insured's legal interests, pursuant to articles 2 and 5 of this policy and up to the sum agreed and stated in the relevant place of the insurance policy.

In each occurrence, the sum insured agreed is the maximum limit of the insurance covers that have to be paid in total to the insurance recipient or to the insured and to the co-insured as well. The sum insured (liability maximum limit) shall; be provided for those occurrences that are time-interrelated and resulting from the same cause.

#### **ARTICLE 7. EXTENT OF INSURANCE COVERS**

The Company undertakes the obligation to pay on each occurrence:

a) the fees of one attorney, pursuant to the fee table of Company's attorneys when the attorney works on a case by case basis with the Company.

In case where the attorney is appointed by the insured, his fee I may not exceed the amount of legal fee as it is determined in the current fee table of the Bar Association of the seat of the competent Court. The attorney must reside within competent Court's territorial jurisdiction, or be appointed in that Court.

b) The Court expenses including the fees of investigators and experts in accordance with Company's table of fees, and the legal compensations of experts appointed by the Court, the legal fees of Bailiffs and the fees for the fees for expertise report drafting by an expert working with the Company, exclusively for the damage on the insured vehicle.

c) The expenses and duties for the recourses before the competent administrative Court.

d) The expenses of witnesses summoned by the Court pursuant to the Courts' witness compensation table, and the expenses incurred for enforcing Court decisions.

e) Adverse party's Court expenses awarded against the Insured by the Court.

The Company is not obliged to pay:

a) The pecuniary penalties of converted sentences and the fines.

b) the expenses created because of insurance recipient's or insured's negligence.

c) the expenses of compromise and settlement that without Company's approval are not proportional to the extent of winning versus losing basis or that their undertaking, pursuant to the applicable law, is not necessary.

d) The expenses which, if there was no Legal Protection, the third party is or would be obliged to pay.

e) The expenses for extrajudicial expertises .

f) The expenses that by their nature are not judicial, such as, indicatively and not restrictively, Notary Public fees for auctions, expenses for mortgage or mortgage prenotation registration, board fees, etc.

The legal rights of a contract, any State tax, and stamp duty and indemnity costs are borne by the insured.

#### **ARTICLE 8. LOCAL SCOPE OF LEGAL PROTECTION INSURANCE LOCAL SCOPE (GEOGRAPHICAL BOUNDARIES)**

THE Legal Protection Insurance is provided for the occurrences that have exclusively occurred within the boundaries of the Greek Territory.

#### **APŌPO 9. EFFECTIVE DATE OF LEGAL PROTECTION INSURANCE**

The Legal Protection insurance enters into force on the date that is stated as an effective date in the single insurance policy of the Motor Third Party Liability Insurance in which the insured vehicle is stated, on the condition that the insured has paid the premium.

#### **ARTICLE 10. INSURANCE POLICY PERIOD - PREMIUMS**

The Insurance Contract is valid for the period of time specified in the Insurance Policy.

The effective date and the acceptance of the insurance are well founded and proved by the payment of the respective premium.

The payment of the premium is effected via the receipts and the method of payment of the Motor Third Party Liability Insurance policy. The premium is annual and paid in advance otherwise it follows the method of payment of the Motor Third Party Liability Insurance policy. The premium remains fixed depending on the use of each vehicle and is not affected by the rate factors prevailing in the motor insurance branch.

#### **ARTICLE 11. RENEWAL OF THE LEGAL PROTECTION INSURANCE**

The renewal of the Legal Protection insurance is only permitted after the timely payment of the premium of the next insurance policy period, at the latest by the end of the current insurance policy.

#### **ARTICLE 12. CANCELLATION – INTERRUPTION OF LEGAL PROTECTION INSURANCE**

The Legal Protection insurance is provided for the period of time during which the insured vehicle remains in the ownership – or possession of the insured. In case of transfer of vehicle's ownership or possession or suspension of the insurance policy, the insurance ceases to be valid after lapse of thirty (30) days as of the date of the transfer. In case of suspension of the insurance policy, the Legal Protection insurance ceases to be in force.

The cancellation, interruption or suspension of the Motor Third Party Liability Insurance policy automatically effects as well the cancellation or the suspension of the Legal Protection insurance.

The coverage of Legal Protection, beyond the reasons stated in other articles, may also be cancelled by the Company for reasons relating to, indicatively, its technical needs, the change of policy in relation to the specific risk or to cases where the insurance policy recipient or the insured have been convicted for an offence related to insurance fraud.

It may also be cancelled in case the insurance recipient and/or the insured has been declared bankrupt or in any other way been placed under compulsory administration. The insurance recipient and/or the insured is also entitled to terminate the contract, if the Company has been declared bankrupt or if the free disposal of a part or the total of its assets have been frozen. When the cancellation by the Company, is carried out by a written termination, whose effects may not occur before the lapse of thirty (30) days as of the date on which is received by the insurance recipient and/or the insured.

In this case, the premiums corresponding to the remaining time of the insurance are refunded. The insurance recipient and/or the insured is obliged to render the Insurance policy against a relevant receipt.

If the cancellation is requested by the insurance recipient and/or to insured, the Company refund the, from the month following the month of cancellation. After the occurrence of the insurance risk, the Company, and the insurance recipient and/or the insured as well reserve the right to terminate the contract. In such a case, the premiums shall be owed until the expiration of the insurance policy period.

### ARTICLE 13. EXCLUSIONS

The Legal Protection insurance is excluded:

- a) When the insured vehicle is driven by a person who does not hold the driver's license provided by the law, and when the insured vehicle is driven without the consent of the owner or the legal possessor of the vehicle, when the vehicle is used without the legal vehicle license and without the legal Government issued license plates.
- b) When the insured intentionally perpetrated the punishable act.
- c) When the disputes relate to objects, being inside the insured vehicle, provided it is not about components or appendages of it and is not associated with a traffic accident.
- d) When the disputes arise from insurance policies of the insured.
- e) When the ensurance of the legal interests is directly or indirectly related to war, hostilities, insurrections.

This insurance does not cover cases due to:

- Preexisting damages or accident.
- Vehicle's driving by a driver being under the influence of alcohol or under the influence of drugs or toxic substances or other medicines.
- Earthquake, floods and in general to natural phenomena that may cause significant destructions.

- War declared or non-declared, external or civil with any arms, invasion or enemy raid, civil or military mutinees, rebellions, coup d'état, uproars, strikes, requisitions and other relevant situations.

- Effects indirectly of nuclear energy, X rays and in general radioactive elements.

- No Legal Protection insurance is provided for claims made between the co-insured by the same insurance or against the counter-party.

- Accidents are not either **covered** if they are caused when the insured vehicle:

- Participates in official or unofficial races, in trial runs, in official or unofficial competitions, acrobatics, exhibitions or festive parades and in general is demonstrably driven in a dangerous manner.
- It has been taken illegally from the insured.
- It is used for a purpose different from the one stated in its license.

### ARTICLE 14. OCCURRENCE

The Legal Protection insurance is only provided for incidents occurred during insurance policy period.

a) In case of damage claims made on the basis of the law on third party liability the insurance case is deemed to have occurred from the moment at which the occurrence took place on which the claim is founded.

b) In case of violation of a criminal or police provision, the occurrence is deemed to have taken place from the moment at which the insurance recipient and/or the insured started or it is claimed he started to violate the provision. The same applies as well in case of a restriction and recovery of driver's license or vehicle's license and license plates because of violation of a criminal or police provision.

c) In all the other cases the occurrence is deemed as occurring from the moment at which the insurance recipient and/or the insured, the adverse party or the third party started for the first time or it is claimed it started to breach contractual obligations or violate provisions of Law.

### ARTICLE 15. OBLIGATIONS OF THE INSURED

Upon occurrence, the Insured is obliged to:

a) Notify the Company within eight (8) working days from the date on which he had knowledge of the harmful event.

b) Notify the Company fully and in writing of the actual circumstances if the occurrence of the insurance risk, indicate and produce the evidence and other documents and supporting documents and make them available to the Company upon its request.

c) Grant power of attorney to the attorney appointed to ensure his interests and fully inform him on the actual circumstances of the case, to indicate the means of evidence, to provide in general any useful information and produce the necessary documents and supporting documents and provide for the presence of the witness at the Court.

d) Take in writing Company's agreement on taking measures that create expenses and in particular for bringing an action or filing and avoid any act or omission that may unreasonable increase the amount of expenses.

- f) Do any act for his interests in accordance with bona fide and business ethics of a diligent person.
- g) Do not proceed with an acknowledgment or undertaking of obligations or any other actions towards any third party without Company's consent.
- h) Submit to the Company without undue delay the fee and Court cost receipts.
- i) If the insured breaches any of his obligations the Company is releases of its obligation to provide benefit.
- j) The insurance recipient and/or the insured may not claim that he didn't know about the occurrence of a risk, if it is due to his gross negligence.

**ARTICLE 16. APPOINTMENT OF AN ATTORNEY AND ASSIGN THE CASE**

- a) The insurance recipient and/or the insured is entitled to freely select himself the Attorney who will undertake to defend his interests in any judicial or administrative proceedings and in case that a conflict of interests arises, at the time where he shall request the Legal Protection insurance be triggered. If he fails or does not wish to select himself an Attorney, the Company may itself exercise this right on his behalf.
- b) The assignment to the Attorney is only given by the Company in the name and order of the insurance recipient and/or the insured. If nevertheless, the insurance recipient and/or the insured assigns directly an Attorney, the Company is not obliged to provide insurance protection, unless the failure to assign directly an Attorney from the above, might result to the indisputable risk for the ensurance of their legal interests and there were no other ways to avert this risk. In that case, the insurance recipient and/or the insured are obliged to immediatly notify to the Company the directly given assignment to an Attorney and his name.
- c) The Attorney is liable towards the insurance recipient and/or the insured in accordance with the general provisions and the provisions of the Lawyers' Code of Conduct. The Company bears no responsibility for the activity of the attorney and specifically for omissions during the performance of his duties.

**ARTICLE 17. ARBITRATION**

- a) The Company, within the context of its obligation to ensure Insured's interests, before assign to an Attorney, makes an effort for the extrajudicial settlement of the case.
- b) The Company may examine whether the ensurance of insured's legal interests is necessary in accordance with the law and the principles of bona fide, the legality, the soundness and the amount of the claims.
- c) In case of a disagreement between the Company and the insured, the insured is entitled to have recourse to an arbitration procedure, not excluding his right to have recourse to the Competent Courts.
- d) In case of a disagreement between the Company and the insured on the need to defend insured's legal interests before a judicial or an administrative authority, the insured may cause the issuance of a justified opinion of an Attorney of his choice, on the need or not to defend.

If the insured does not accept this opinion or if the Company think that the opinion departs from the proper and actual basis of the case, then the insured or the Company may cause the settlement of the dispute by a jointly selected arbitrator. In case of disagreement regarding the person of the arbitrator, then he is appointed pursuant to the relevant provisions of the Code of Civil Procedure, as from time to time are applicable. The costs for the above actions are born by the Company if it is deemed that by them the protection of insured's interests is necessary, otherwise they are equally allocated between the insured and the Company. In case the insured, against arbitrator's adjudication, has recourse to a judicial or administrative authority, bears the relevant costs in case of his total defeat, otherwise these costs are allocated proportionally to the extent of his actual defeat or victory. The above arbitration proceedings do not exclude the right of the insured to have recourse to the Courts.

- e) In case that a conflict of interests arises, the insured may, by an Attorney selected by himself, to have recourse to the above mentioned arbitration proceeding.

**ARTICLE 18. COMPANY'S COSTS ARE REFUND**

Insured's claims, related to judicial or extrajudicial costs and third party fees paid, instead of him, by the Company and awarded to him, are transferred to the Company from the moment they have been created, paid or awarded by the Court ruling. The insured is obliged to provide the Company with any assistance while claims are made against third parties for cost refunding that have been transferred to him. He is mainly obliged to render, upon request, the documents that are necessary for proving the claim and other evidence as well. Irrespective of it, the insurance recipient and/or the insured assigns as from now to the Company any similar right he has and grants to the Company the right and the power of attorney to act, judicially and extra judicially, in its name or in his name, for its indemnity by the third party.

**ARTICLE 19. ANNOUNCEMENTS AND STATEMENTS**

All the announcements and statements of the insured are made in written and addressed to Company's central offices in Kallithea. The Insured is obliged to immediatly announce to the Company any modification of the insured risks and details of the insurance policy.

**ARTICLE 20. GENERAL PROVISIONS**

- a) The insurance recipient and/or the insured is obliged to take the reasonable precautions in order to avoid causing damages and abide without any deviation, with the applicable laws and provisions.
- b) Any amendment of the Insurance Contract is not valid, if it has not been made by a document signed by an authorized person of the Company.
- c) All expenses for drawing up this Insurance Contract, for paying an eventual indemnity and any other act deriving from this Insurance Contract, (expenses that eventually are provided by provisions of laws, that each time apply), are born by the insurance recipient and/or the

insured. He also bears as well all the expenses incurred by the Company, from the eventual notified assignments or from the eventual garnishments in its hands, as a third party.

**d)** Transfer of rights, deriving from this Insurance Contract, is not possible for the Company, unless it has consented to in writing.

**e)** The Company reserve the right to adjust the premiums and the terms.

If the insurance recipient and/or the insured does not accept the modification made in this way, he declares it to the Company and the contract is immediately dissolved for the remaining period. But the payment of the premiums, after the above adjustment by the insurance recipient and/or the insured indicates express acceptance of the new premium and the terms of the contract.

#### **ARTICLE 21. JURISDICTION**

It is expressly agreed that for the settlement of disputes that will arise between the Company and the Insured by insurance policies, in accordance with the present rules, will be the courts of the place where Company's registered office is located and applicable law will be the Greek Law.

#### **ARTICLE 22. STATUTE OF LIMITATION**

The limitation of the rights of the insurance recipient and/or the insured and of the Company are prescribed after four (4) years from the end of the years within which they were born.

# GENERAL & SPECIAL TERMS OF ROADSIDE ASSISTANCE AND ACCIDENT CARE

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## ARTICLE 1. DEFINITIONS

- 1.1. INSURER:** The Insurance Company under the name of “YDROGIOS INSURANCE AND REINSURANCE S.A.”, whose offices are located, at 254, Leoforos Syngrou, Kallithea, and its telephone number is 210 9477200
- 1.2. INSURANCE RECIPIENT:** The natural or the legal person entering into a contract with the Insurer and whom/which the obligations deriving from this contract relate to.
- 1.3. INSURED PERSONS:** Insured persons, who for brevity's sake in this contract will be referred to under the term of “Insured”, are deemed:
- a) the owner or the legal possessor of the Vehicle, as it is defined in the single Motor Third Party Liability insurance policy which the Insured has concluded with “YDROGEIOS INSURANCE COMPANY LTD”
  - b) The then lawful driver of the Vehicle, at the moment of the Accident in which he has been involved.
  - c) The legal representatives of the Insured legal person (Company, etc), as they are specified in the single Motor Third Party Liability insurance policy.
- 1.4. INSURED VEHICLE:** Insured vehicle is considered the vehicle that is expressly specified in the single Motor Third Party Liability insurance policy the Insurer concludes with the insured. In case of replacement of the insured vehicle, by the insured, it is possible to consider as insured vehicle, henceforth the new vehicle, on the condition of the written declaration of the insured on this change, within three days from the acceptance of the underwriting by the Insurer.
- 1.5. ASSISTANCE REQUEST:** Insured's request, as it is described in article 10, 1.a. of the presents.
- 1.6. INSURANCE INDEMNITY:** The provision of assistance services and the other service provisions specifically described in the Chapter III. Insurer's Coverages and Obligations.
- 1.7. INSURANCE CASE-OCCURRENCE:** The occurrence of each one of the incidents specifically described in the Chapter III of the presents, Insurer's Coverages and Obligations.
- 1.8. DAMAGE/LOSS:** It is any incident causing Insurer's intervention, in accordance with the presents.
- 1.9. ACCIDENT:** Any unexpected and violent incident related to the Insured Vehicle, provided it occurs independently of Insured's will and which impedes the vehicle to continue its normal route.
- 1.10. GEOGRAPHICAL BOUNDARIES OF VALIDITY:** The coverage “Roadside Assistance because of Accident” is provided twenty four hours a day/three hundred sixty five days a year (24/7) in the below geographical areas:
- 1. In the entire Continental Greece and in the below mentioned islands: Andros, Evia, Corfu, Cephalonia, Lefkas, Zante, Lymnos, Samos, Rodos, Crete, Chios, Lesbos, Kos, Leros, Karpathos, Mykonos, Syros, Naxos, Paros, Santorini, Sifnos, Kythera and Egina.

- 2. In all the countries of Europe and in the countries washed by the Mediterranean Sea, except Albania.

## ARTICLE 2. INSURANCE OBJECT

The object of this insurance is the provision of Roadside Assistance services because of an Accident or Damage and in accordance with the terms expressly stated in Chapter III. The Insurer undertakes the obligation to provide these services to the Insured Persons, who found themselves in a difficult situation because of a damage. The necessary condition for providing insurance indemnity and triggering Insurer's Coverages and Obligations deriving from the presents, is the Insured is obliged to file an Accident Notification or Claim Notification to the Insurance Company of Motor Third Party Liability Insurance and Complementary Coverages.

## ARTICLE 3. INSURER'S COVERAGES AND OBLIGATIONS

The Roadside Assistance services to the Insured are provided by personnel and means owned by the Insurer and its partners.

The coverage includes:

**3.1. DISPATCHING A ROADSIDE SERVICE PARTNER:** exclusively and only to the scene of the Accident, I order for the Insured to file a Notification to the Motor Third Party Liability Insurance and Complementary Coverages.

In case of an Accident, Fire or Theft of the Insured Vehicle, the Insurer will arrange for dispatching a partner at the scene of the Accident in order to:

- a) Fill out the form “Accident Notification”. The form “Accident Notification” at all times is signed by the Insured and by the partner who took delivery of it. Also, the partner helps the Insured in case he has a problem with filling out the form of “Amicable Settlement”. The partner takes delivery of this form, which necessarily has to bear as well the signature of the third party involved in the Accident, and the “Solemn Declaration of Accident”.
- b) Taking photos of the Insured Vehicle and the eventual Vehicles of third parties involved in the accident, so that the Damages caused from the Accident are visible and, parallels the number of the license plates of the vehicles is clearly seen.

The Partner will arrange for sending the above documents to the Motor Third Party Liability Insurance and Complementary Risks Insurance Company.

Insured's obligation is to make available to its Partner the license of the Insured Vehicle, the driver's license and vehicle's Motor Third Party Liability Insurance policy.

The Insured has to know the particulars of the third party involved in the accident (at least the Number of license plate) and notify them to the Insurer. Otherwise and provided the Insured is not covered, by the Motor Third Party Liability Insurance and Complementary Risks for own Damages, then the Insured is not entitled to insurance Indemnity.

**3.2. INSURED VEHICLE TOWING:** In case of Insured Vehicle's immobilization because of an Accident, the Insurer shall transport the Insured Vehicle to a location chosen by the Insured, at all times within the Greek Territory, and provided the vehicle could not be repaired at the scene so that its capacity to safely move by its own means is restored.

If the auto repair shop is closed because of a holiday or Weekend, the Insurer organizes and undertakes to keep safe the Insured Vehicle for the waiting period, with maximum time limit three (3) days and maximum cost €122.

It is clarified that the Insurer would tow the vehicle from the scene of the accident to a location chosen by the Insured, where Insurer's obligation ceases. In case where the Insured wishes a second transport to be performed (e.g. from an auto repair shop to another auto repair shop), this transport is not deemed as a Roadside Assistance service provision (pursuant to Law 3651/2008. Article 8(10)) and the second transport of the vehicle is performed only by a Public License Towing Truck Company.

In order for the Insured Vehicle to be transported the provision of Coverage 1 of this Article must necessarily precede (except extraordinary cases, such as e.g. driver's injury, making him incapable of proceeding with the filing of the Notification of Accident, intervention of the Traffic Police Investigation Unit).

The provision of Insured Vehicle's transport is possible only on:

- a) Private Passenger Vehicles (not rental cars).
- b) Private Trucks

The abovementioned Private Passenger Vehicles and the Private Trucks must fulfill the following conditions:

Gross Weight up to 3,500 kgr, height up to three (3) meters and axle spacing up to 3.5 meters.

- c) Motorcycles

**NOTE: The towing of the insured vehicle is only and exclusively performed from the scene of the Accident to the Location Chosen by the Insured performed within a reasonable period of time.**

**3.3. LEGAL AND MEDICAL ADVICE:** The Insured either during his first communication with the telephone centre or at any other moment, may require by phone the provision of medical or legal advice in relation to the said Accident. This information/advice is provided by professional lawyers/medical doctors, whom the telephone centre will connect with the Insured. Because of the nature of the problems, the medical advice is given in a 24hour basis. On the contrary, the legal advice is provided during the working hours, from 09:00a.m. - 21:00p.m.

**Clarifications:**

a) If the Insured Vehicle is immobilized because of an Accident or Damage, in a Greek Island or in a location that is accessible only by ferry, the cost of ship transport is borne by the Insured, if and provided that it is an expense that would have been incurred by the Insured even if the Damage had not occurred.

b) The Insured, who suffered an Accident abroad, within the Geographical Boundaries specified in Chapter I, Article 1, may call the call centre, where each time may get information on how to file the Notification of Accident. The filing mode consists in sending the form of the Notification of Accident to a Fax number, which the Insured has previously given to the competent call centre operator. The form, after having been filled out and signed by the Insured is sent again by fax (00 30 210 65.43.691) and the competent call centre operator will arrange for its filing to the branch competent for Loss settlement of the Motor Third Party Liability and Complementary Risks Insurance Company. Abroad the Insured Vehicle is towed

to the nearest authorized auto repair shop of the country where the Vehicle has been immobilized because of an Accident and not at Insured's place of permanent residence.

c) One and only dispatch of a partner per harmful event (except if exceptional circumstances concur, such as, driver's injury, making him incapable of proceeding with the filing of the Notification of Accident, intervention of the Traffic Police Investigation Unit).

d) In case of total loss of the Insured Vehicle, it is transported within the boundaries of the Prefecture where the vehicle is immobilized.

#### **ARTICLE 4. ROAD SIDE ASSISTANCE AND CARE BECAUSE OF ACCIDENT INSURANCE CONDITIONS AND INSURANCE POLICY PERIOD**

The Road Side Assistance and Care Because of Accident insurance enters into effect on the date stated in this insurance contract or on the date of acceptance of Insured's relevant written request.

This insurance contract is valid under the following conditions:

**4.1.** The Insured Vehicle remains in the proprietorship-ownership and possession of the Insured.

**4.2.** When this insurance contract of Road Side Assistance Because of Accident concerns a vehicle that is Insured by a Motor Third Party Liability Insurance with "YDROGEIOS INSURANCE COMPANY LTD", then the coverage of Road Side Assistance Because of Accident shall apply if the coverage of the Third Party Liability has not been cancelled, interrupted or suspended. The premium follows the method of payment of the Motor Third Party Liability insurance policy of the "YDROGEIOS INSURANCE COMPANY LTD". If at the expiration of this insurance no amount of premium is due, the insurance policy follows the rules of renewal of the Motor Third Party Liability Insurance policy with "YDROGIOS INSURANCE AND REINSURANCE S.A.", except if any of the contracting parties states in written, before contract's expiration, that he/it does not wish its renewal.

**4.3.** The Insurer reserves the right to adjust the premium from the next insurance period. It also reserves the right to adjust the terms of this contract or to interrupt the coverage following written notice by simple letter to the Insured. The legal rights of the contract and any tax in favor of the State are borne by the Insured.

#### **ARTICLE 5. CLARIFICATIONS – SPECIAL CASES**

**5.1.** The insurance coverages as per the presents may not be deemed as giving the Insured the right to request or agree the provision of services from any third party and then to claim from the Insured the amount he paid vehicle to the nearest or most suitable place for its repair or at te location

**5.2.** The insurance coverages as per the present, are provided I kind (not in money), except if it otherwise provided in this insurance policy, via Insurer's partners in the countries included in the geographical boundaries of the insurance coverage as per the presents, except for the case where the Insurer, is not able to service the Insured via the network of his partners, for reasons of force majeure, as it is provided in Chapter VI. Of this insurance policy. In case of concurrences of reasons of force majeure, the Insurer has the right to request from the Insured to pay himself the expenses for the required services and forward the relevant supporting

documents to the Insurer. In this case the Insurer pays the Insured the said expenses, only if the Insurer has given his consent to the Insured prior to the realization of these expenses.

#### **ARTICLE 6.**

The Insurer is not obliged:

**6.1.** To provide road side assistance services because of Accident, if:

**a)** there is no reason to file a declaration of Third Party Liability or Complementary Coverage (e.g. because of fire, theft, own damages, etc). If nothing of the tow happens, then the Insured would not be entitled service and the whole process shall end there.

**b)** the weather conditions are adverse and the roads are rough from floods, fog, earth slide, snow or ice and the movement of mobile auto repair and crane trucks is impossible even with snow chains.

**c)** the roads are impracticable because of special conditions (earthquakes, bridges cut off or damaged, etc.).

**6.2.** To provide insurance indemnity, in case the Insured Vehicle has been immobilized because of a mechanical, electrical and/or electronic breakdown or failure.

**6.3.** Fitting snow chains.

**6.4.** Towing the Insured Vehicle when it is impossible to do it because of vehicle's immobilization in a underground car station.

**6.5.** Transporting or moving other vehicles, in order to free the Insured Vehicle.

**6.6.** Transporting the Insured Vehicle, if its Damage may be repaired at the scene.

**6.7.** Providing assistance for a Damage that does not prevent the Vehicle to safely move to the nearest auto repair.

**6.8.** Transporting the Insured Vehicle that is loaded and the cargo has not been previously removed so that the transport of the Vehicle would be carried out safely.

**6.9.** Transporting an Insured Vehicle bearing dual wheels.

**6.10.** Transporting trailer vehicle (e.g. trailer).

**a)** Lifting/Pulling up/pulling the vehicle back onto the portion of the Public Road, if because of an accident it went off its course and was found off the road.

**b)** Transporting an Insured Vehicle without license plates or if they have been destroyed and are not recognizable.

#### **ARTICLE 7.**

The Insurer is not responsible:

**7.1.** For safekeeping the Insured Vehicle, after its transport to the place indicated by the Insured.

**7.2.** If the Insured Vehicle belongs to the category of agriculture vehicles and is immobilized off road network and the access to it becomes impossible, the Insurer is not obliged to provide road side assistance.

**7.3.** For loss or damage of personal belongings or accessories of the Insured Vehicle.

#### **ARTICLE 8.**

The Insurer reserves the right:

**8.1.** To employ personnel and equipment of his choice or work as it deem appropriate with natural or legal persons, who have the means for the provision as per the present indemnity.

**8.2.** To use the means available that in his judgment is the appropriate to deal with each case of assistance covered by this policy.

**8.3.** To provide service to the insured vehicles, it encounters during the transport of the insured vehicle.

#### **ARTICLE 9. EXCLUSIONS – CASES OF FORCE MAJEURE**

The insurance cover as per this insurance policy would not apply in the following cases:

**9.1.** If the Insured Vehicle is driven by a person, who does not have the driver's license provided by the law.

**9.2.** If the Insured Vehicle is driven without the consent of its owner or lawful possessor. Nevertheless it is clarified that it is covered the case of immobilization of the Insured Vehicle, because of Accident occurred while the Insured Vehicle were stolen and provided the theft had been declared to the police authorities.

**9.3.** If the Insured Vehicle is driven illegally, as e.g. without license or without license plate pr in violation of any provision of compulsory character.

**9.4.** If the driver of the Insured Vehicle caused the Damage, because he was driving under the influence of alcohol, toxic substances, drugs or medicines taken without prescription or in overdose.

**9.5.** If the Insured acted with dole or attempted an act by intention, that resulted to the Damage.

**9.6.** When the request of assistance is submitted during a war period and/or is in direct or indirect relevance to a war declared or undeclared, hostilities, revolts.

**9.7.** For damages from terrorist acts, disturbances of political or social character, mutinees, strikes, uproars except if the Insured Vehicle is covered as well against terrorists acts, mutines, strikes and malicious damage.

**9.8.** If the event for which the assistance is requested has occurred before the insurance covered entered into force as per this insurance policy.

**9.9.** When the Insured Vehicle participates in car races, official or not, trainings, trial runs, competitions, acrobatics, exhibitions or festive parades or driven in a demonstratively dangerous way.

**9.10.** For Damages from earthquakes and in general from natural phenomena, that may cause destructions, if no normal traffic conditions and access possibility have not yet been restored.

**a)** For damages from effects –direct or indirect- of atomic energy, X rays and in general radioactive elements.

**b)** For Damages caused to the items being transported and any indirect Damage.

**c)** For assistance to the passengers of the Insured Vehicle who are transported by "autostop".

#### **ARTICLE 10. INSURED'S OBLIGATIONS**

**10.1.** The Insure is obliged, immediately after the occurrence of the event giving him the right to services on the basis of this policy:

a. To immediately call him or a third person acting on his behalf, at the Assistance Call Centre, at the number that has been notified to him, mentioning his name and surname and the plate number of the Insured Vehicle. To fully inform the Insurer on the actual circumstances of the occurrence and indicate with accuracy the place where he is and the kind of the required services.

b. To obtain in advance Insurer's agreement about taking measures that create expenses. The Insured should not negotiate, accept or reject claims of third parties related to the occurrence, without Insurer's the prior approval.

c. To use all the available means in order to mitigate the consequences of the occurrence of the insurance case and to avoid acts that increase unjustifiably the cost of providing assistance. Any eventual negligence of the Insured to do it. Gives the Insurer the right to reduce his services accordingly, taking into account the severity of the consequences caused by Insured's violation of this obligation and the percentage of Insured's liability. If this negligence was obviously intended to deceive or mislead the Insurer, the latter is released from its obligations towards the Insured.

d. To announce immediately to the Insurer any change of his address and any modification in the particulars of the insurance contract.

**10.2.** In case where the Insured is not fully complying with his obligations, deriving from this insurance policy, the Insurer is released from its obligations.

**10.3.** All the announcements and declarations of the Insured are obligatorily submitted to Insurer's officers.

**10.4.** Damages during the transport of Insured's Vehicle:

More generally, during vehicle's transport within or outside of the Greek Territory, with the responsibility of the Insurer and the carrier, a report of report of description of insured vehicle's condition is drawn up before the transport and after the transport. The specific report must describe all the eventual damages that have been caused to the insured vehicle during its transport, is obligatorily signed, by the Insurer or carrier's representative and by the owner/driver of the insured vehicle. Each one of those who sign this report, takes a copy of it. The eventual disagreements between the insured and the carrier are stated on the above report and must be notified to the Insurer by the Insured, within 24 hours from vehicle's delivery. Beyond this time limit, no claim shall be accepted.

#### **ARTICLE 11. STATUTE OF LIMITATION**

Insured's claims of any nature against the Insurer are prescribed after lapse of four (4) years as of the end of the year during which these claims were created.

#### **ARTICLE 12. JURISDICTION**

The applicable law is the Greek Law, and Courts having jurisdiction *ratione loci* for solving disputes, that eventually will arise, between the Insurer and the Insured, are the Courts of Athens.

The coverage is provided in cooperation with "Mapfre Asistencia International Insurance and Reinsurance SA", whose offices are in 473, Leoforos Mesogeion, Agia Paraskevi – Attica; telephone number 210-6504000.



## OPPOSITION FORM – MODEL A'

TO  
“YDROGIOS INSURANCE AND REINSURANCE S.A.”  
254-258, Syngrou Avenue  
17672, Kallithea  
Athens, GREECE

### OPPOSITION FORM (article 2(6) of Law 2496/1997)

I'm declaring to you my opposition regarding the conclusion of an insurance contract concluded between us by virtue of the insurance policy no..... you have delivered to me because:

1. I have not received the information provided for by the article 150 of Law 4364/2016.
2. The insurance policy has been delivered to me without the General and Special Terms governing the insurance contract.

Therefore the contract between us is null from the beginning as never effected and the above insurance policy you have delivered to me has no effect.

(Placeç)..... (Date).....

The Declarant



## OPPOSITION FORM – MODEL B'

TO  
"YDROGIOS INSURANCE AND REINSURANCE S.A."  
254-258, Syngrou Avenue  
17672, Kallithea  
Athens, GREECE

### OPPOSITION FORM (article 2(5) of Law N.2496/1997)

I'm declaring to you my opposition regarding the content of the insurance policy no. .... You have delivered to me, because its content departs from the insurance request I submitted to you on the following points:

1. ....
2. ....
3. ....
4. ....

Therefore the contract between us is null from the beginning as never effected and the above insurance policy you have delivered to me has no effect at all.

(Place)..... (Date).....

The Declarant



# ACKNOWLEDGMENT OF RECEIPT OF INSURANCE POLICY AND DOCUMENTS

TO  
“YDROGIOS INSURANCE AND REINSURANCE S.A.”  
254-258, Syngrou Avenue  
17672, Kallithea  
Athens, GREECE

I, the undersigned .....hereby declare that I received the present insurance policy along with the following insurance documents:

- 1. The General and Special Terms governing the insurance contract,
- 2. Opposition Declaration of article 2(5) of Law 2496/1997
- 3. Opposition Declaration of article 2(6) of Law 2496/1997
- 4. Traffic Accident Notification Form
- 5. Indemnity Request Form

I also declare that before the conclusion of the insurance contract I was informed that the applicable law governing the contract is the Greek Law, that Company’s registered office is located in Kallithea, 254-258, Leof. Syngrou, and that the time the method and the time of processing of request and complaints, in accordance with article 150 of Law 4364/206 and under Bank of Greece Executive Committee’s Act No. 3/8.1.2013.

Finally, I know of and accept that the information I declared with the insurance proposal will be kept by the Company in accordance with Law 2472/1997 on personal data.

(Place)..... (Date).....

The Declarant