

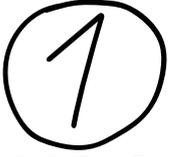


Vehicle Insurance Terms & Conditions



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Welcome to HD Insurance Ltd

1.1 Issuing your Insurance Policy

HD Insurance Ltd is an insurance company established and incorporated under Cyprus law. The company is based in Cyprus and operates in Greece, through the establishment of a branch.

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

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

The policy is issued based on the quote issued from the company, either through its website (www.hellasdirect.gr) or through the company's call centre or through an insurance intermediary and received either by the insured or by the person acting on behalf and with the knowledge of the owner of the vehicle.

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

1.2 Insurance matters

HD Insurance Ltd offers insurance services in the motor insurance industry, offering both compulsory and optional insurance covers, as analysed herein-below. Also, the motor insurance covers of **HD Insurance Ltd** concern exclusively the following categories of vehicles, as long as they are consistent with the dates of first registration [?] listed on our site:

- Passenger vehicles for private use.
- Motorcycles for private use over 50cc.

HD Insurance Ltd does not insure mopeds.

For two-wheel trailer insurance, please contact our call centre or your insurance intermediary, through which you have acquired the policy, so that you can be provided with an insurance certificate for Third Party Liability.

The company's overall liability per accident or per victim cannot under any circumstances exceed the sum assured for every insured risk. The sum assured is written on your insurance policy for each type of risk covered. Multiple damages arising from the same cause are recognized as a single accident.

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

The company reserves the right to make amendments to these Terms & Conditions without the prior notification of users.

As a policyholder, you are obliged to read the terms upon renewal for any changes.

1.3 Rating and Insurance Premium Readjustment

Your insurance premium is calculated based on the following criteria:

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

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

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



Ορισμοί

iAD (Intelligent Automotive Data)

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

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

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

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

Accident

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

Assistance Centre/Emergency Line

In the event of an accident, please call our Emergency Call Centre at 212 222 9900. In the event of damage and provided that your insurance policy provides for Road Assistance, you can call our Emergency Call Centre.

The Emergency Call Centre operates on a 24/7 basis and offers services directly or indirectly. The centre for Road Assistance and Accident Care is offered by **HD Insurance Ltd.**

Physical Assault

Injury or illness, the nature of which may cause an injury to the patient's life or result, within a short period of time, in the significant deterioration of his state of health if he is not provided with appropriate hospitalisation.

Breakdown

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

Vehicle

Any vehicle that moves on the ground with wheels regardless of the number of wheels, with the assistance of mechanical power.

Claim

Involvement of the insured vehicle in a vehicle accident, causing material or any additional damage covered/provided for by the coverage provided for in the insurance policy (e.g., fire, own damages, vehicle glass, theft) and imposes the intervention of the insurance company and its partners.

Duration of Repair

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

Excess

The amount of money for which we will not compensate you, per incident of damage. If an excess applies and the amount required to repair the damage exceeds the amount of excess, we will pay you the difference.

Fire

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

Illness

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

Insured Vehicle

The vehicle explicitly defined in the insurance policy, according to the provisions of the Greek Law, for which a third-party liability insurance policy has been issued by the Insurer, circulated in accordance with the provisions of Greek Legislation and whose details have been disclosed to its partners, for Accident Care, Road and Travel Assistance as well as Replacement Vehicle.

Insurer (Company)

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

Permanent Residence

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

Medical Authority

Any person legally authorised to practise the medical profession in the country where the policyholder is located.

Insured Person

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

Personal Injury

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

Road Assistance Partners

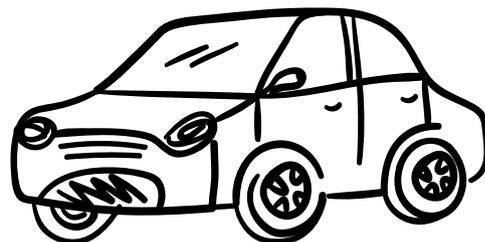
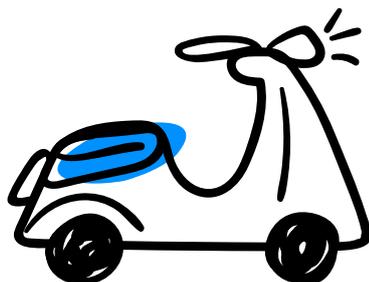
Partners of Road Assistance service who are licensed under Greek law (4512/2018).

Unusual Accessories

Any accessory that does not belong to the factory equipment of the insured vehicle.

Vehicle Store and Transfer Facilities

Vehicle store and transfer facilities are specially designated areas used by our partners Intersalonica A.C.G.I., where they undertake the repair of the insured vehicle.





Your Contract

3.1 Geographical Limits of the Insurance Policy

Compulsory civil liability insurance applies within Greece, the member-states of the European Union, the countries of the European Economic Area (E.E.A.) and the countries whose National Motor Insurers' Bureau are committed to applying section III of the Internal Regulations. The issuance of a Certificate of International Insurance ("Green Card") in these countries is not compulsory, but we strongly recommend you have it with you if you travel abroad. The Green Card is an internationally accepted document which will facilitate any procedure in the event of a spot check. The Green Card is issued and sent by us, via email, free of charge. All you need to do is print it, so you can have it with you. It is valid for the duration of your insurance policy.

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

3.2 Geographical Limits of Accident Care and Road Assistance

Accident Care and Road Assistance services are provided 24 hours a day, 365 days a year throughout Greece.

3.3 Geographical Limits of Optional Covers

The remaining coverages mentioned in your contract are valid only within Greek territory and cannot be extended outside Greek territory

3.4 Sum Assured

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

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

3.5 Policyholder's Age and Driving Experience

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

- a person under 25 years old.

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

After the information has been assessed, the company reserves the right to readjust the premiums of vehicles driven by drivers belonging to the above category.

In case a driver belonging to the above category is not disclosed to us and therefore not included on the insurance policy and causes damage, **HD Insurance Ltd** reserves the right to proceed as follows:

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

3.6 Calculation of Compensation in Case of Vehicle Damage

The compensation is calculated and determined based on the actual, current commercial value of the insured vehicle at the time of the damage, whether it is a total loss or a partial loss. The wear and tear of the vehicle is always taken into account when paying compensation.

In case that, at the time of damage, the vehicle is older than five (5) years old and you choose to replace the required spare parts with new ones, **HD Insurance Ltd** has the right to deduct from the cost of the spare parts, a 5% excess due to the age of the vehicle. This excess will increase by 5% for each year over five (5) years, with a maximum excess limit of 40%.

In the case of partial damage, the compensation for material damage includes the value of the spare parts as well as their replacement work.

You can choose any repair-shop you want. If the repair-shop accepts an authorization, we will pay for it directly. Otherwise, you will pay for it, and we will reimburse you thereafter.

For the payment of the compensation, the original documents and any relevant public document, such as the traffic police report or the pleadings/documents of the criminal case file, if such exists, must be presented to the company.

Reduction of excess in collaborating repair-shop

Through a special agreement with company's collaborating repair-shops, the excess, i.e., the amount with which you participate in the compensation, can be reduced by 50% as long as the following conditions apply concurrently:

If, based on the terms of the insurance policy, one of the following coverages is activated:

- Natural Phenomena
- Partial Theft
- Malicious Acts
- Own Damages

The estimated amount of compensation must be greater than the initial amount of the excess.

3.7 Our Covers

3.7.1 Third Party Liability

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

3.7.2 Optional Covers

With the payment of an extra premium your insurance coverage may be extended to cover additional risks.

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

1. Damages from an Uninsured Vehicle

Any property damage caused to your vehicle following the collision with a confirmed uninsured vehicle is covered. The following conditions must exist concurrently, for this cover to apply:

- the claim must concern only material damages to the vehicle
- all vehicles involved have Greek licence plates
- the accident is proven by the Authorities to be the sole responsibility of the uninsured vehicle's driver, which must be evidenced by the relevant public documents as a minimum (for example the copy of the Incident Report and the criminal case pleadings/documents)
- the uninsured vehicle is evidenced to be such from the official statement of the Hellenic Information Centre (HIC) and
- the compensation amount cannot exceed the sum insured, indicated on the insurance policy document.

The company, having compensated the policyholder, is entitled to reclaim the amount paid from the Greek Auxiliary Fund, as defined in the Law. Additionally, the policyholder, having been compensated by the company, automatically cedes every right and gives irrevocable authorization to the company to act extrajudicially or judicially on behalf of itself to obtain compensation from the third party or the Greek Auxiliary Fund.

If you are involved in an accident with an uninsured vehicle, you must inform (in addition to your obligation to inform us) the traffic police. In addition, before and after the payment of compensation, you are obliged to provide us with all possible support and assistance in claiming our part of the amount paid by

the Guarantee Fund. Specifically, you are obliged to provide us with all necessary documents at your disposal and appear to Court to confirm the circumstances of the accident or any other necessary fact related to the accident.

2. Accident Care

Accident care is operated by our Emergency Call Centre (212 222 9900), which is available 24 hours a day, 7 days a week, and is responsible for filing a claim. If needed in the event of an accident, we provide towing services, in partnership with Intersalonica A.C.G.I., on all our covers in Greece. The aforesaid cover is available for all our programs and is being offered in Greece 24 hours a day, 7 days a week. For more information, please refer to chapter 7 "Accident Care".

3. Road Assistance

We provide support services in the case of a vehicle breakdown through our collaboration with INTERSALONICA A.C.G.I., for the duration of your insurance policy. These services include towing, battery charging, tyre change, transport to gas station due to lack of fuel.

The above service is provided through Greece, 24 hours a day, 7 days a week and the registration is done through the dedicated helpline (212 222 9900). For more information, please refer to chapter 8 "Road Assistance".

4. Glass

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

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

If the vehicle is repaired by any of our partners but you choose authentic parts to be used, we will cover the cost of work, subtracting the relevant excess which amounts to 25% of the parts' cost. If the vehicle is repaired by a non-collaborator garage regardless of the part used (authentic or not), you will be charged with 25% of the total compensation (cost of work and parts).

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

- any claim arising from vehicle repair works or part removal or replacement
- any claim relating to mirrors, headlamps and indicator lamps (lights and flash)
- any claim relating to any window, wind- screen, or sunroof made of synthetic material instead of glass
- any claim relating to convertible (cabrio) vehicle glass permanently attached to the vehicle's roof, in a way that glass replacement is not possible without replacing the roof as well
- any claim arising from the insured vehicle's total destruction (not economically viable or technically risky repair)
- any claim relating to membranes, sensors as well as window-opening mechanisms
- any claim relating to chassis frame moving or reinstalling or relevant expenses
- costs of replacing and/or reprogramming sensors and cameras except in cases where it is deemed necessary according to the manufacturer's specifications
- sunroofs and glass (panoramic) roofs in case the mechanism does not operate in accordance with the manufacturer's specifications
- damage due to a vehicle accident, for which the insured or policy holder is not liable
- damage that resulted directly or indirectly from another risk covered by the insurance policy
- damage to the surface of the crystals such as streaks from windshield wipers etc.

5. Legal Protection

The Company will cover the policyholder's essential legal fees regarding the exercise of their legal rights before the Greek courts in relation to a vehicle accident.

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

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

6. Personal Accident

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

- They were directly caused by a road traffic accident whilst driving the insured vehicle.

- Accident that provenly occurred during and under a causal connection with the charging of the insured vehicle in a private place or a public or private approved vehicle charging station, due to electricity leakage and that they resulted directly in the driver's death or disability, which occurred less than one (1) year from the date of the accident.

The following cases are excluded and constitute exceptions from the cover:

- all the cases mentioned in the general exceptions of the optional covers, apart from the case of explosion
- any accident caused due to a pre-existing medical condition of the insured driver
- any accident caused while the driver is outside the vehicle's passenger cabin
- any case relating to suicide or attempted suicide, irrespective of the policyholder's mental health (permanent or temporary)
- any accident caused by heart or vascular conditions
- any accident caused by psychiatric problems and
- effects of direct or indirect nuclear energy, x-rays and, in general, any radioactive elements.

Death Caused by a road traffic accident

If the policyholder's death occurs as the result of a road traffic accident, **HD Insurance Ltd** will pay the beneficiaries the applicable sum insured. The preconditions for payment are for the death to have occurred immediately, autonomously and independently of any other cause, to have been caused by an accident that happened within the duration of the insurance coverage and always within a maximum of one (1) year from the date of the accident.

Permanent total invalidity caused by a road traffic accident

If the accident causes permanent total disability to the policyholder within one (1) year from the date of the accident, then the company will pay the policyholder the sum insured, which is indicated on the insurance policy.

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

- total loss of vision in both eyes or total loss of the function of both arms, both hands, both legs, or both feet or the simultaneous loss of one upper and one lower limb or of one eye and

- one limb
- total paralysis
- the state of chronic dementia rendering the insured person incapable of any type of work or employment and post-traumatic epilepsy.

Permanent partial disability caused by a road traffic accident

Permanent partial disability is a case that does not constitute total disability but results in lifetime impairment of the insured driver's capability for productive employment.

If an accident results in the policyholder's partial disability, within the maximum time frame of one (1) year from the date of the accident, depending on the case and in accordance with the following table, the company will pay the amount of the respective percentage of the sum insured, up to a maximum percentage of 70%.

| | |
|-----|-----------------------------------------------------------|
| 50% | Total loss of arm or hand |
| 50% | Total loss of leg or foot |
| 40% | Ankyloses of a part of the spine with deformity |
| 40% | Total and chronic loss of hearing in both ears |
| 30% | Partial leg amputation including all toes |
| 25% | Total loss of movement in the shoulder |
| 25% | Total loss of movement in the thumb and index finger |
| 25% | Total loss of vision in one eye |
| 25% | Leg or foot fracture that has not healed |
| 25% | Mandible fracture |
| 20% | Rib fracture with thorax distortion and organic anomalies |
| 20% | Total loss of movement in the elbow or wrist |
| 15% | Total loss of a finger |
| 15% | Tarsal bone fracture that has not healed |
| 15% | Shortening of the leg by at least 5cm |
| 15% | Total and chronic loss of hearing in one ear |
| 5% | Total loss of a toe |

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

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

Concurrent Compensation Cases

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

If a client is compensated for permanent partial invalidity, but definitely within one (1) year of the date of the accident and as a result of the accident, permanent total disability or death occurs, the company pays the beneficiaries the difference between the amount paid for permanent partial disability and the amount that should be paid for permanent total disability or death.

7. Fire

Fire, lightning, explosion or spontaneous combustion

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

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

Arson

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

Strikes, Riots and Civil Commotion

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

Terrorist Actions

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

In the event of a fire resulting from any of the above-mentioned causes, we will provide you with a replacement vehicle. For more information, you can refer to paragraph 12 "Vehicle Replacement".

Fire caused by the following is excluded from coverage:

- due to the insured vehicle's collision, impact, swerving, overturning, or running off the road followed by its combustion and
- due to flammable or explosive materials carried or stored (apart from the vehicle's fuel in the vehicle's fuel tank).

8. Third Party Liability from Fire

The policyholder is covered for third party compensation regarding material claims arising from and caused by fire transmitted by the insured vehicle and is not caused by the vehicle's circulation.

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

9. Natural Phenomena

Material claims relating to the insured vehicle which arise exclusively and directly from flood, tempest (intensive winds of 8 Beaufort and above), hailstorm, storm (rainfall of more than 5mm per hour per square centimetre), hurricane, and tornado are covered, provided that there was massive destruction due to the natural disaster.

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

The following cases are excluded from coverage:

- any claim relating to unusual accessories of the insured vehicle
- any claim arising from the insured vehicle's mechanical malfunction due to frost

- any claim arising from flood, tempest, storm, snowstorm or hailstorm if the insured vehicle did not have all its opening parts closed at the time the claim took place
- damage from subsidence or landslide that is not a consequence of an earthquake
- damage caused to the insured vehicle, in the event that the driver deliberately crosses streams, streams, rivers, irrigation canals or other natural or artificial watercourses
- damage caused to the insured vehicle when it is parked in an underground parking lot.

If your vehicle is damaged by natural phenomena, you will be charged with an excess equal to the amount mentioned in your insurance policy.

If your vehicle is damaged by hail, we will cover the cost of repair up to two thousand euros (€2.000).

10. Full Theft

Total theft is defined as the total loss of the vehicle and the failure to recover it within a timeframe of sixty (60) days.

The Company is obliged to cover the Insured only if the theft is reported immediately to the policy authorities. This precondition includes the written declaration to the Company from the beneficiary of the insurance and/or the Insured within 8 days from the discovery of the loss and from the date of filing a relevant lawsuit against unknown persons.

In order for us to compensate you, we will have to present:

- a) certificate of no finding from the Police Authority at the end of sixty (60) days
- (b) certificate of the competent tax office (D.O.Y.) for the payment of traffic fees and confirmation that the stolen vehicle has been declared in the income statements of the insured for previous years
- (c) report of theft by the Transport and Communications Service
- (d) T.C.C. certificate of the vehicle
- (e) any other document necessary for its compensation or future transfer vehicle (if found) that can be requested from the company
- (f) written order and irrevocable power of attorney from the owner of the vehicle, which will give the Company the right to sell the vehicle if is recovered
- (h) all the factory keys of the vehicle.

The compensation for total theft coverage is completed after the end of the sixty (60) day period, provided that the

lawsuit is still pending and it does not appear elsewhere that the vehicle has been found, within the above deadline. The plaintiff is not entitled to withdraw the lawsuit, not even after the payment of the compensation, otherwise he is obliged to restore any damage the Company may incur.

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

In the case of full theft, we will provide you with a replacement vehicle. More information can be found in paragraph 12 "Replacement Vehicle".

11. Partial Theft

The partial theft insurance cover comprises to the following:

- the value of stolen items or vehicle parts that are permanently attached to the vehicle and are crucial for its function and circulation. Parts not crucial for the vehicle's function and therefore not covered are for example: the hubcaps, bumpers, the spoilers and other decorative parts (air vents, sills, steps, masks etc.), the ashtrays, the fuel tank, the tyre valve caps, the antennas, the roof trunk, the roof racks, the warning triangle, the jack, the repair kit, the anti-slip snow systems (chains/blankets/spiders etc.) etc.
- the vehicle's factory-equipped sound system and /or factory-equipped GPS to its full cost
- the vehicle's sound system and or /GPS that was installed at a later stage, up to one hundred euros (€100)
- the value of a stolen child's vehicle seat, up to one hundred euros (€100)
- any claims relating to the chassis frame as a result of the break-in (locks, doors, frames, pillars, etc.)
- any claims relating to the vehicle's cabin as a result of the break-in (locks, doors, frames, columns etc)
- any damages caused by the thief in the internal part of the vehicle's cabin
- any damages incurred while the vehicle was in the thief's possession
- any damages incurred to the side windows (on the vehicle's right and left side)

- in case the vehicle has been stolen or been obtained by use of force, the main driver or the vehicle's owner is covered for third party liability.

The following are excluded from Partial Theft coverage:

- side mirrors
- spare wheels and their coverings
- damage to the front and back windshields and the glass sunroof
- glass cleaning accessories (windshield wipers)
- charging cables for electric or hybrid vehicles
- the removal of fuel from the vehicle's fuel tank
- damage to the cabrio fabric roof of convertible vehicles (cabrio).

The necessary conditions for the activation of the cover are:

- the theft has to be the result of a break-in with visible marks of forced entry on the insured vehicle, and
- providing us with a police report confirming the declaration of theft.

12. Vehicle Replacement

In the event that your vehicle is stolen or needs repair as a result of a fire and you are entitled to compensation based on the coverages and terms of the insurance policy, we will provide you with a replacement vehicle (through a vehicle rental company).

Replacement vehicle in case of fire

In the event that the insured vehicle needs repair, after an expert opinion, as a result of fire, we will provide you with spare part 1000cc class A with manual gearbox, covered underneath third party insurance until completion vehicle repair and for max maximum period of twenty (20) days.

Replacement vehicle in case of theft

In the event of a total theft of the policyholder's vehicle, the Company will provide you with a 1000cc, class A, replacement vehicle with a manual gearbox, covered under a third-party insurance for a maximum period of sixty (60) days from the date of the event.

It is noted that the necessary conditions for the activation of the cover and to enable us to offer you a replacement vehicle are:

- you must contact us and inform us about the theft and
- provide us with a copy of the declaration you submitted to the police authorities.

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

The policyholder shall receive the replacement vehicle at the specified location and is required to comply with the terms and conditions of the provider, which include but are not limited to:

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

Should the replacement vehicle be used beyond the defined date, the policyholder will be liable for the excess hire charges.

HD Insurance Ltd cannot be held liable for the possible delay or for not being able to provide their agreed coverage in the event of strikes, explosion, lock-outs, social unrest, traffic restrictions, sabotage, terrorist activity, civil or external war, emission of heat or radioactivity or any acts of God.

13. Own Damages

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

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

Exceptions:

- any claim relating to unusual vehicle accessories vehicle parts and equipment is not covered, unless otherwise agreed
- any claim relating to the vehicle's tyres and rims is not covered, if there are no other concurrent claims covered by this risk
- any claim relating to the insured vehicle arising from poor maintenance is not covered
- any claim arising directly or indirectly from sabotage by any person
- damage to the cabrio fabric roof of convertible vehicles (cabrio)

14. Malicious Damages

Material claims relating to the insured vehicle's chassis frame arising from third party malicious acts are covered.

Exceptions:

- damage caused by any person who is connected to the policyholder through family, friends, work or any kind of corporate relationship or through a project contract or is a member of their staff, or who belongs to their wider circle of interests
- any claim relating to the cabrio fabric roof of a convertible vehicle
- damage caused by fire as described in paragraph 7
- damage to the side mirrors
- damage to unusual vehicle accessories.

15. Medical advice

Access to specialist doctors for advice, on working days by phone from 09:00 to 17:00

16. Provision of Legal Advice

Advisory support from professional lawyers on working days from 09:00 to 17:00.

17. Personal Service

Service from a team that is here to give you the best solution for anything you need.

18. Direct Settlement

In case you are involved in an accident with another vehicle, bearing Greek license plates and it is proven that the other vehicle is 100% at fault, we cover the material damages caused to the insured vehicle. Coverage is valid subject to the following conditions:

- There must be a claim only for material damages and the payment of the material damages must be accompanied by a waiver by the insured of any other claim from the accident.
- The material damages of the insured vehicle are not included and, consequently, cannot be compensated in the framework of the Amicable Settlement Procedure.
- The material damages of the insured vehicle do not exceed in total and per accident the amount of 6,500 euros (only repair costs including VAT or car replacement in case of total destruction).
- Sufficient and capable evidence, at the judgment of the insurance

company, regarding the fault of the third vehicle must be provided, which will also be obtained from public documents (copy of Incident Report or Criminal Proceedings, etc.).

- The third vehicle is covered by an insurance policy in force at the time of the accident.
- There should be contact between the vehicles / collision.
- The driver of the vehicle causing the damage, to sign an unconditional declaration of taking sole responsibility for the accident. It is agreed, however, that this declaration does not bind the company, since based on the circumstances of the accident and in accordance with the provisions of the Code of Civil Procedure, the liability (exclusive or joint liability) of the insured arises, at the discretion of the company.
- Inform accident care to record the incident.
- The repair should be carried out in workshops contracted with the company in the areas where there is availability.
- There should be an agreement between the repair shop and HD regarding the repair costs.
- To assign to HD the right of the insured against anyone responsible and/or any third party for the restoration and recovery of the damage from the insurance company of the damaged vehicle or anyone liable by law to pay compensation.
- In case of bodily injuries, the compensation has a maximum limit of €30,000 for each accident in total, and per injured person the maximum limit is €12,000.



4

Exceptions and Prohibitions

4.1 General Exceptions Regarding Third Party Liability Cover

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

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

In the above circumstances, if the company is required to pay third party compensation, it has the right of recourse against the policyholder.

4.2 General Exceptions Regarding Optional Covers

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

- all civil liability cover exceptions
- any claim arising from the fact that the insured vehicle was driven by a person under twenty-five (25) years old
- in case of provision of false or inaccurate information when issuing the insurance policy and in case of falsification of the policy
- any claim arising from the fact that the insured vehicle towed another vehicle (except a trailer) or the insured vehicle was towed, hauled, or transported by another vehicle
- any claim arising from the fact that the insured vehicle was driven on roads or locations where the circulation of vehicles is forbidden by the authorities, such as airports, construction sites, military camps, pavements, pedestrian streets and squares
- any claim arising from the fact that the insured vehicle carried a load or passengers beyond the permitted maximum as indicated on its registration certificate
- damage or wear and tear due to the vehicle's misuse/ poor maintenance
- any damage arising from the insured vehicle's participation in criminal or illegal activities or its pursuit by the authorities or its confiscation due to participation in illegal activities
- if there has been a vehicle engine capacity or horsepower conversion, without following the legal procedure and without firstly informing in writing **HD Insurance Ltd**, irrespective of whether a

causal link between the irregular conversion and the outcome exists or not

- where the occurrence of a risk is a result of the insured's negligence regarding the supervision of his vehicle
- any claim arising from or due to fluid or gas leakage of any nature, either carried or used for the vehicle's function
- any claim arising from the fact that the vehicle has not undergone the statutory technical control check (T.C.C.) or has undergone the control and has been declared unfit for circulation, irrespective of a causal link between the omission and the outcome
- damage to refrigerating or heating machinery or their installations, from any cause in case of insurance of a refrigerator or warming room vehicle
- damage to items belonging to you or your family
- damage to items transported in your vehicle
- when the insured vehicle is driven illegally, without a legal licence and number plates
- damages or losses from the deprivation or inability to use the insured vehicle
- your monetary compensation for moral damage, mental anguish, due to the occurrence of a covered (insured) risk
- pre-existing damages (existing prior to the accident)
- requisition by police or military authorities
- atomic or nuclear energy
- damage to the insured vehicle that is the result of the Insured Person's participation in a criminal act, unless they are proven to be in a state of defence or necessity, according to the criminal code
- riot, demonstration, strike
- damages due to a reduction in performance or a reduction in the commercial value of the insured vehicle.

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



Rights and Obligations

5.1 Claim Withdrawal

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

5.2 The Policyholder's Right to Object

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

5.3 Dispute Resolution

If you have any comments or complaints for your service, you can contact our team via its website (www.hellasdirect.gr) or through our call centre (ref. insurance contract) or via email at complaints@hellasdirect.gr. We will examine your complaint and get back to you as soon as possible.

If for any reason, this communication does not satisfy you, you can contact the following organisations:

- Cyprus Insurance Companies Control Service (Ministry of Finance) P.O. Box 23364, 1682 Nicosia, Cyprus (tel: 35722602952, email: insurance@mof.gov.cy).
- Private Insurance Supervision Directorate (DEIA) of the Bank of Greece.
- Alternative Dispute Resolution (ADR). The Alternative Dispute Resolution (ADR) Bodies to which you can turn to for the resolution of your disputes with the company, in accordance with the joint ministerial decision 70330oic, 19.7.2015 are listed on the Ministry of Development's website <http://www.mindev.gov.gr> under the section "Citizens / Consumer Protection and Access to Information/ Service / Alternative Dispute Resolution».

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

5.4 Duration, Modification and Cancellation

The insurance policy can be modified upon your request. The modification is valid only after the acceptance of the company and after we send you the amended contract or the relevant update.

You may terminate the insurance policy any time you wish, by the mutual written agreement of the company and the insured. If you cancel the contract within fourteen (14) days from receipt, we'll refund the premium in its entirety.

According to the Law (N. 2251/1994) within this period of 14 days, you have the right to withdraw from your insurance policy, without any penalty. All you need to do is notify us about your intention to cancel your contract via email at help@hellasdirect.gr or by calling our call centre or through an insurance intermediary from whom the insurance policy with us was issued. Your policy will be cancelled from its start date, which means, it will be considered that it never happened and the premiums will be refunded to you within 30 days from the day we are informed of your cancellation request.

In case of cancellation after fourteen (14) days, we will return any unearned premiums.

You can terminate the insurance contract, at any time, with a written statement. The company may terminate the insurance policy in the case of grave reason, under the guidelines and the deadlines set by the Law, for example, on grounds of fraudulent behaviour, incorrect reporting or concealment of data, or violation of the terms of the insurance policy by the policyholder.

HD Insurance Ltd also reserves the right to cancel or refuse to renew your policy for the above-mentioned reasons.

5.5 Transfer of Vehicle Ownership

If the ownership or the possession of your vehicle is legally transferred or if any other change occurs, you must inform us. If you do not notify us about the transfer, the insurance policy will automatically be terminated thirty (30) days after the date of the transfer, and we will be required to refund any outstanding premiums, if any.

5.6 Legal Jurisdiction

For the resolution of any dispute that may arise from the insurance policy, jurisdiction shall be granted to the courts of Athens.

5.7 Special Terms

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

5.8 Pre-insurance Checks

Depending on the covers you choose and your vehicle's value, you may need to send us photographs or a short video of your vehicle for pre-insurance checks purposes. In specific cases, we may send a vehicle expert to check on the vehicle.

5.9 Multiple insurance

In case of insurance with several insurers the following applies:

A) Third Party Liability Coverage:

If there are consecutive insurances with more than one insurance company, only the last one is valid. The last insurance company is exclusively liable for the payment of compensation to the third party that has suffered damage. Prior insurances are automatically void, without notice or termination being required.

B) Optional Insurance Coverages:

If the insured vehicle is insured against the same risk in several companies (multiple insurance), the Policyholder and/or the Insured must notify in writing, without delay, these insurances and the insurance amounts. As long as the existence of other insurances has been notified, any damage that may occur during the validity period of the Insurance policy will be distributed among all insurance companies, depending on their percentage of participation in the insured risk and not in its entirety.

In the event that the existence of other insurances is not notified to the Company at the time of its conclusion Insurance policy, compensation will be limited to the amount not covered by previous insurance. The Company is entitled, in the case of non-disclosure of the other insurances, to terminate the Insurance policy the accrued Premiums. In case the Policyholder and/or the Insured fails to notify fraudulently, the Company is released from all liability, in accordance with Article 15 of Law 2496/97.

6

Actions in the case of an Accident or Damage

6.1 Notification of Damage

In case of an accident or damage:

1. Notify us immediately by calling the number listed as Accident Care in your policy so that we can complete the declaration together at that time. The Emergency Call Centre is available 24 hours a day, 7 days a week. To enable us to open your file regarding the damage and send a truck to tow your vehicle if it is not moving, you will need to call us directly from the scene of the damage.

The team member handling the call may request the following information:

- Insurance policy number
- full details of the insured vehicle, such as registration number, type and model
- the policyholder's and/or the driver's full name & surname
- number of passengers
- exact location / address of the event (street, number, area, direction, motorway, position)
- type and cause of damage
- your place of permanent residence
- destination, in cases where the vehicle has broken down outside the Prefecture of the policyholder's permanent residence
- address of garage where the vehicle is to be transported (if you know it)
- a mobile phone number and the number of your permanent residence
- any other information deemed necessary.

2. Take as many photos as you can. More specifically, we will need photos of the vehicles, the point of collision, the street and the surrounding environment.

3. Report the accident immediately to the police or other competent authorities, especially in the case of a severe accident, in case anyone has suffered bodily injuries, extensive material damage, or damage relating to multiple vehicles.
4. Do not acknowledge any liability or admit responsibility or proceed with any kind of agreement that may increase your responsibility without the company's prior consent.

Also, please be aware of the following:

- Without the provision of the above and of any other necessary information, the Emergency Line will not be obliged to provide assistance.
- After the phone call for assistance, you are required to stay with the vehicle until the arrival of the roadside assistance.
- Please do not take any initiative or assume any costs without the prior approval of our Emergency team.
- We will proceed using the means provided by the emergency team and its partners to provide our services to you.

Please note that we will dispatch only (1) one partner per insured event, save for exceptional cases such as in case of an injury that prevents you from submitting the Accident Report or an intervention by a Traffic Police interrogation unit.

6.2 Notification of Damage at a later stage

If you report the damage after your vehicle has been removed from the scene of the incident, call us on the number listed as Emergency Line in your policy and we will take over within seven (7) days from the damage and upon a consultation with you to collect the necessary data for the settlement of the damage. For this reason, we will need the accident report, photos and other necessary documents, provided that the vehicle's repair work has not started, and the vehicle will be located at this location.

In no case should you inform us more than seven (7) days after the date of the accident or the damage occurring. In case of failure to submit the declaration, you will incur a penalty equal to 30% of the compensated amount, regardless of the company's proof of damage, due to the late declaration of the accident.

6.3 General Information

Following a vehicle accident, theft or fire, and after the provision of the assistance services outlined above, we will dispatch our nearest partner on the site of the accident in order to tow your vehicle if necessary.

You will need to immediately hand over to us any court or extrajudicial documents relating to the accident or damage that you have at your disposal, as well as attend court if this is deemed necessary. In addition, you will need to facilitate and provide all necessary assistance to our company's partners or experts, enabling them to:

- determine the causes and the circumstances under which the accident occurred
- investigate the possible existence of an obligation of the company to pay compensation, and
- estimate the number of damages that were caused.

It is clarified that the carrying out of an investigation by an expert of our company is necessary and in no case constitutes recognition of an obligation to pay compensation.

HD Insurance Ltd reserves the right to make any settlement of any claim, at its sole discretion, without your prior consent. Failure to comply with the above obligations on your part gives us the right to request compensation for the damage.

If the breach is fraudulent, **HD Insurance Ltd** can claim from the insured all its damages, including any amount it paid, to the third party injured as a result of the accident. Fraudulent, for example, is the violation in which the insured denies, conceals, alters or knowingly falsely describes the circumstances of the accident, the persons involved and any other critical incident to the company, its partners, the experts or the authorities or item.

A necessary condition for the payment of damages which will be caused to the vehicle for any covered risk, is that a check has been carried out by our expert. If the vehicle is repaired without being checked by the company's expert, you may lose the right to compensation.





Accident Care

7.1 Definitions

Insurer

The insurance company known as **HD Insurance Ltd.**

Policyholder

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

Insured Persons

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

- The main or legal owner of the vehicle, as defined in the insurance policy documents established with **HD Insurance Ltd** by the insured or the person acting on the owner’s behalf.
- The lawful driver of the vehicle and the passengers at the time of the accident in which it was involved.
- The legal representatives of the Insured legal entity (company, etc.), as these are specified in the insurance policy.

Insured Vehicle

The insured vehicle is the vehicle expressly defined in the insurance policy, concluded between the company and the insured.

Assistance Request

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

Indemnity

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

Insured Event

The occurrence of any of the events specified in chapter III of the recent, “Cover and company’s Obligations”.

Claim

Every event which results in the Company’s intervention under this insurance policy.

Accident

Every unforeseen and violent event related to the insured vehicle which occurs irrespective of the intention of the Insured and which prevents the smooth continuation of the vehicle’s itinerary.

Territorial Limit

Towing as a consequence of an accident throughout the Greek Territory.

7.2 Insured Risks

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

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

7.3 Covers and Company’s Obligations

Roadside Assistance shall be provided to the insured using the personnel and means of intersalonica or of its associates. The cover includes:

1. Assistance in Submitting an Accident Report
In case of an accident or any other incident you wish to declare, call the Immediate Emergency line and we will:
 - a) Help you fill in the “Accident Report” and “Amicable Settlement” documents.
 - b) Guide you towards taking all the necessary photographs, i.e., vehicle photos and of all the third-party vehicles involved in the accident. Thus, their registration numbers and the damage resulting from the accident will be visible.
 - c) Send our partner to fill in the “Accident Report” and take all the necessary photographs, if considered necessary.

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

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

Once we have collected all the necessary data, the settlement process will start. You must also send us copies of the vehicle’s registration certificate, your driver’s licence and your insurance policy.

You must know the details of the third party involved in the accident (at

least their vehicle registration number) and provide them to us. Otherwise, and provided that you're not covered for Own Damages and Supplementary Risks, you may not be entitled to receive any indemnity.

2. Vehicle Transportation

If your vehicle is immobilised due to an accident, we will send one of the means at our disposal to be repaired. If the damage is not treated on site due to a lack of spare parts or other tools or because it is extensive, then the vehicle will be taken to the nearest garage from the place where it was immobilised.

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

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

Vehicle transportation will take place as soon as possible depending on

- the distance
- traffic and weather conditions.

Clarifications:

- If your vehicle is on a Greek island or at a location which is only accessible by boat through a port and it has been immobilised due to an accident, the cost of the ferry boat will be borne by you.
- If you are involved in an accident abroad you may contact our Emergency Line, noted on your policy document, and we will help you file the Accident Report and then proceed with the claim settlement.
- Please note that we will dispatch only one partner per insured event, save for exceptional cases such as in case of an injury that prevents you from submitting the Accident Report or an intervention by a Traffic Police interrogation unit.
- If your insurance policy covers Road Assistance, your vehicle can be transported to where your permanent residence is located.

7.4 Conditions and Duration

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

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

- The vehicle must remain within your possession.
- The policy has not expired, it has not been cancelled, suspended or interrupted.

7.5 Clarifications, Special Cases

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

The cost of spare parts for onsite repair will be borne by you.

We are not obliged to provide accident care services if weather conditions are unfavourable and the streets are hard to access (due to snow, frost, floods, fog, landslides, etc.) or are impassable due to strikes and demonstrations as well as special conditions (damaged or cut bridges, earthquakes, etc.), due to apparent force majeure.

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

The company is not responsible for:

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

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

- they are placed in a safe transport cage, dimensions up to 70cm. x 40cm x 50cm

- are accompanied by their owner or possessor
- the owner or possessor carries the individual health booklet passport of the animal.

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

Damages during the transport of the insured vehicle

Generally, during the transport of the vehicle within the Greek territory, under the responsibility of the company and the transporter, a report is drawn up describing the condition of the insured vehicle before and after the transfer.

The specific report, which must describe all potential damages caused to the insured vehicle during the transfer, must be signed by the company or the transport representative as well as by the owner /driver of the insured vehicle. Each of those signing this report, receive a copy. Any potential disagreements between the insured and the carrier are listed in the report and must be reported to us within 24 hours of receiving the vehicle. No claim will be accepted, beyond this time limit.

HD Insurance Ltd reserves the right:

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

HD Insurance Ltd is not obliged to provide Accident Care and Road Assistance services if there is no reason to submit a Civil Liability declaration or additional coverage (e.g., due to fire, theft, own damages, etc.). If neither of these two occurs, then you will not be entitled to assistance and the process will end there.

7.6 Exceptions, Force Majeure

Towing does not apply in the following cases:

- Transportation of trailers, boat trailers and caravans.
- When the vehicle is immobilised to a closed area which cannot be approached by a tug.
- Due to lost keys.
- If the insured vehicle is driven without a vehicle licence, without number plates or valid T.C.C. certificate.
- When the insured vehicle participates in official or unofficial races, practice runs, trials, competitions or is driven in a demonstrably dangerous manner.
- If the driver of the insured vehicle caused the loss because he/she was driving under the influence of alcohol, toxic substances, drugs or medicine taken without a doctor's prescription or in excessive doses.
- If the request for assistance is submitted during a time of war and/or is directly or indirectly related to a declared or undeclared war, to hostile operations or to revolt.
- For losses resulting from terrorist acts, political or social unrest, stoppages, strikes or uproar, except where the insured vehicle is insured against terrorist acts, stoppages, strikes and malicious damage.
- For damage caused to the transported items and for any consequential loss.
- If the insured vehicle is being driven by a person who does not hold a driver's licence as required by Law.
- When the damage has occurred due to improper use of the vehicle in terms of the number of passengers or the weight of objects in relation to that provided by the manufacturer.
- We are not obliged to move third vehicles so that we can tow your vehicle.

7.7 Policyholder's Obligations

In the event of an accident, you have the obligation to:

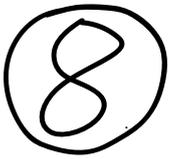
- a) Call immediately, yourself or a third party acting on your behalf, to the company's Immediate Emergency Line, stating your name and the registration number of your vehicle. To fully inform us of the true facts of the insurance case and to indicate precisely where you are and the type of services required.
- b) Obtain the company's consent in advance for taking measures that create costs. Do not negotiate, accept or reject third party claims related to the insurance case without our prior approval.
- c) Use all the available means to reduce the consequences of the occurrence of the insurance case and avoid actions that unjustifiably increase the cost of providing assistance. Any negligence by your side entitles us to reduce our services accordingly, taking into account the seriousness of the consequences caused by your breach of obligation and the percentage of your responsibility. If this negligence had an obvious purpose to defraud or mislead the company, it is released from all its obligations towards you.
- d) Inform us immediately of any change of your address as well as any change in the details of your insurance policy. In the event that you don't fully comply with the above-mentioned obligations arising from this, the company is released from its obligations. All your announcements and your announcements and statements must be submitted to our company.

7.8 Court Jurisdiction

INTERSALONICA A.C.G.I. when carrying out its services is bound by law and administrative rules in force in Greece (Greek law).

The applicable law is Greek law and the courts of Athens are responsible for resolving any disputes that may arise between the company and the insured.

Claims of any kind against the company are time-barred after four (4) years have elapsed from the end of the year in which these claims arose. Any suspension of this statute of limitations is excluded. It is only interrupted if regular lawsuit is carried out.



Road Assistance

8.1 Definitions

Insurer

The insurance company known as **HD Insurance Ltd.**

Insured Persons

The insured persons, who shall be referred to in this document as the “insured”, are:

- The owner or legal holder of the vehicle, as defined by the insurance policy which the insured has established with **HD Insurance Ltd.**
- The respective legal driver of the vehicle and its passengers, at the time of its breakdown.
- The legal representatives of the Insured legal entity (company), as these are specified in the insurance policy.

Insured Vehicle

An insured vehicle is considered to be the one that is expressly defined in the insurance policy. Roadside assistance is only available for vehicles up to 3.5 tonnes (empty load) with single wheels on the rear axle, with an overall length of 5.500mm, 2.500mm, width of 2.050mm and a wheelbase of up to 3.50m.

Insurance

The provision in kind of assistance services and the other benefits described in the “vehicle cover” section.

Insured Event

The occurrence of each of the circumstances specified in the “vehicle cover” section.

Assistance Request

The policyholder’s obligation as detailed below.

Insurance Certificate

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

Emergency line

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

Vehicle

Any vehicle that moves on the ground with wheels regardless of the number of wheels, with the assistance of mechanical power.

Usual Place of Residence

The place where the policyholder has stated that his/her permanent residence is located for the purposes of this document. You are obliged to inform the company for every change of residence and we are obliged to inform INTERSALONICA A.C.G.I. for your new address.

Loss

Every event which results in the Company’s intervention, according to the present terms.

Damage

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

Territorial Limit

The Road Assistance cover is provided throughout the Greek Territory.

8.2 Vehicle Cover

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

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

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

The cover includes:

1. On-site Repair, When Possible

In the event of a breakdown of your vehicle, we will cover the costs for the on-site repair of the vehicle by sending our partners from Intersalonica. Please also note that neither the company nor Intersalonica will bear the cost of spare parts, where such parts are required. On-site repair also includes changing a faulty tyre with the vehicle’s spare tyre.

2. Hoisting of the Vehicle Back Onto the Public Road

If, due to an accident, the vehicle is found outside of the public road network, Intersalonica bring it back onto a public road using a special hoisting vehicle and by making every possible effort through all means available to it. It is released from any responsibility for any damages caused to the vehicle, solely due to the special circumstances and conditions of the accident. Similarly, if during the lifting, lashing or transport of the vehicle causing damage to it is unavoidable in order to carry out its transport, both Intersalonica and **HD Insurance Ltd** are exempted from all liability.

3. Vehicle Transportation to a garage

If the vehicle is immobilised due to a breakdown or a damage and provided it cannot be repaired on-site, we will

transport it to the nearest garage of your choice. In case the damage is major (accident, fire, engine damage, gear failure, electronic system failure), we can transfer your vehicle to a garage of your choice, located in the area of your permanent residence as stated in your contract, within reasonable time. In such a case, you are entitled to the transfer at a garage in the area of your permanent residence, after the elapse of eight (8) working days from the date of commencement of the Road Assistance insurance.

In case the garage of your choice is closed due to public holiday or weekend, we will undertake the vehicle's storage and safekeeping, for a maximum of three (3) days. It is clarified that once the insured vehicle is transported to the selected location, our obligation in respect to the particular incident is fully honoured and terminated.

Should you require further transportation (i.e. from one garage to another) this shall not be considered a provision of Roadside Assistance (pursuant to Law 3651/2008, article 8, par. 10). According to this law, a second transportation of the vehicle can only be made by a Public-Use Tow Truck Company.

4. Hotel Accommodation for insured

We will cover the expenses for the accommodation of yourself and the vehicle passengers for a maximum of three (3) nights up to the amount of seventy five (€75) per person per night and for a maximum of two hundred twenty five (€225) total per person, in case your vehicle is immobilised at a location of a distance bigger than 50 kilometres from the place of your residence, if your vehicle cannot be fixed within the same day and if the repair takes place at a garage within the county of immobilisation, since this is a cost you wouldn't have incurred if your vehicle hadn't been immobilised.

5. Movement of passengers from the point of damage

The transport of the vehicle's passengers from the point of damage to your usual place of residence is covered. A necessary condition is that the vehicle repair point is located at a point more than 50 kilometres away from your place of permanent residence.

It is also possible to transport passengers to their destination as long as the cost of continuing the journey does not exceed the cost of returning them to your place of residence.

The above movements can be carried out with a first-class train ticket or city/intercity bus or taxi. If you choose another

means of transport, you will be charged with the costs reduced by the amount that would be required if you used the above means.

In the case of a public transportation you are entitled to an amount up to €50/person with a maximum amount of €250 in total. In the event that a taxi is used, you are entitled to up to €100 per event. For the transport from the parking point to the nearest transport station, costs up to €20 are covered.

In the event that the repair was done in the county of immobilisation as long as the distance is more than 50 km away from your usual place of residence, a first-class train ticket or ferry ticket or city bus to go and pick up the repaired vehicle is covered.

In the event that it is impossible to transport to the place of residence by public transport (expiration- absence of routes) then 1 night accommodation will be covered in a hotel near the stop, with a maximum amount of expenses of €100 per incident.

The means of transportation is chosen by **HD Insurance Ltd.**

6. Assistance in case of fuel shortage

In the event that your vehicle is immobilised due to a lack of fuel, we will transport it to the nearest gas station.

Clarifications:

- a) If the vehicle is located on a Greek island or at a location that requires a ferry to access it and has been immobilised due to a traffic accident or damage, the cost of the ferry will be borne by you.
- b) The dispatch of a single partner per damaging event (unless there are exceptional reasons, for example, injury that renders you unable to submit an accident report and/or the intervention of a traffic investigator).
- c) In case of total destruction of the vehicle, it is transported within the limits of the immobilisation county.
- d) In the event that the breakdown has taken place at a closed motorway, to which access is only allowed to certain Roadside Assistance coverage can only be offered if the access of the roadside assistance vehicle is allowed.
- e) Towing is provided exclusively and only if the access of the roadside assistance vehicle to the place where the insured vehicle is located is possible. Cases in which the insured vehicle is located in non-accessible places such as rivers, lakes, sea, cliffs, ravines are expressly excluded.

f) Depending on the immobilisation situation or the vehicle category, it may be required to receive instructions or permission from competent public services. In this case, the provision of road assistance is dependent on the instructions of the competent authorities.

g) The transport of small pets in the cabin of the driver-mechanic of the roadside assistance vehicle, in case the insured vehicle needs loading and transport, may be allowed, at the discretion of the driver-mechanic and the responsibility of the owner and provided:

- the pet is placed in a cage, closed type dimensions up to 70cm x 40 cm x 50cm
- are accompanied by their owner or possessor
- the owner or possessor of the animal carries the animal's individual health book.

In the event that an accident occurs during the transport of the insured vehicle the company and roadside assistance are not responsible for causing damage to the pet.

You should always have the insurance policy with you. Otherwise, and in accordance with law 3651/2008 (on roadside assistance), the company may refuse to provide roadside assistance.

In the event that it subsequently turns out that you were entitled to Roadside assistance coverage, and you have incurred costs for the required services, we will compensate you up to the amount of one hundred and fifty euros (€150). A necessary condition is that you send all the relevant documents to us.

A condition for Intersalonica to be able to transport your vehicle is that you or a friend or relative must be present at the scene of the incident with the keys. In the event that someone is not there with the keys, if the traffic police wishes the vehicle to be towed for any reason, they call in private cranes who undertake to transport the vehicle. The transport and storage of the vehicle at the private premises is borne by the insured. The cost increases by the day.

If Intersalonica undertakes the transport of your vehicle and the repair-shop is out of business (in the evenings or on weekends), it will transport the vehicle to its own storage area with no charge. To avoid being charged while the vehicle is in the storage area, you should pick up the vehicle the next day or on Monday morning if it's a weekend.

8.3 Conditions and Duration

The Roadside Assistance insurance starts from the date stated in your insurance policy.

It is valid under the following conditions:

- (a) The insured vehicle remains in the ownership and possession of the insured.
- (b) At the time of insurance, the vehicle must be undamaged and in full working order within the geographical area defined herein.
- (c) The insurance policy has not expired, cancelled, interrupted or suspended.

8.4 Clarifications, Special Cases

The Insurance coverage cannot be considered to provide you with the right to request or agree to the provision of services by any third party and to subsequently demand from the company the amount you paid or promised to pay to the said third party. Insurance coverage is currently provided in kind (not in cash), except where the company is unable to serve you through its partners, for reasons of force majeure.

In case of force majeure, the company reserves the right to request that you pay the cost for the required services and send to it the relevant documents. In this case, you will be refunded the amount you spent, only if the company has provided its approval before incurring these expenses.

The company is not obliged to:

- a) Provide roadside assistance if:
 - The weather conditions are unfavourable and the roads are impassable due to floods, fog, landslides, snow or ice and the movement of the crane vehicles is impossible even with anti-slip chains.
 - The roads are impassable due to special conditions (earthquakes, damaged bridges etc.)
- b) Place anti-slip chains.
- c) Provide insurance, in case that the insured vehicle is immobilised due to missing or lost keys.
- d) Tow an insured vehicle, when it is impossible due to immobilisation in underground or closed vehicle station or due to a blocked gearbox.
- e) Transport or move other vehicles, in order to free the insured vehicle.
- f) Transport the insured vehicle as long as its damage is repaired on site.

- g) Provide assistance for damage that does not prevent the vehicle from moving safely to the nearest garage.
- h) Transport the insured vehicle carrying a load which has not previously been removed in order to carry out the safe transport of the vehicle.
 - i) Transport insured vehicle which has double wheels.
 - j) Transport a towed vehicle (e.g. trailer, caravan).
 - k) Transport an insured vehicle which does not have licence plates or if they are damaged and unreadable.
 - l) Charge the main drive battery in electric vehicles.

The company is not responsible:

- I. For the safekeeping of the insured vehicle after its transportation to the place indicated by the insured.
- II. For loss or damage of personal items or parts of the insured scheme.
- III. In cases of transporting in the insured vehicle illegal substances, weapons, proceeds of crime etc.
- IV. For further actions, if the insured vehicle is in a ravine, lake, river, sea, sand etc., after overturning, sliding or any other reason and the company exhausts its possibilities to tow it with the means at its disposal. In case that despite this effort, the withdrawal is not achieved, the company bears no responsibility and ceases all obligations for the specific withdrawal. If recovery is finally achieved and due to the special conditions that prevail, the insured vehicle is damaged, the company bears no responsibility for paying compensation.
- V. For damages that may be caused by the towing or lifting mentioned herein above.

The company reserves the right:

1. To have staff and equipment of its choice or cooperate at its discretion with legal persons which have appropriate equipment for the provision of current insurance.
2. To use the available means that are appropriate at its discretion to deal with each case of assistance covered by the present document.
3. To service insured vehicles that it encounters during the transport of the insured vehicle.
4. In the event that at the company's view, due to the immobilisation there is a risk of damage to the insured vehicle or to third parties (persons and things), the company shall refuse to provide assistance until the risk is eliminated.

8.5 Exceptions Force Majeure cases

This insurance cover does not apply in the following cases:

- a. If the insured vehicle is driven by a person that does not hold a valid driving licence according to the law.
- b. If the insured vehicle is driven without the consent of the owner or its legal possessor.
- c. Participation of the insured in legal or illegal bets or demonstrations or races or improvised speed races using the insured vehicle, races in general official or not, festive parades, demonstrations or the insured vehicle is driven in any dangerous manner.
- d. If the insured vehicle is driven illegally, such as without a licence or without plates or in violation of any mandatory provision or had not been subjected to the inspection imposed by T.C.C.
- e. If the driver of the insured vehicle caused the damage, due to the influence of alcohol, toxic substances, drugs or medicine taken without a medical prescription or in excessive dose.
- f. If the insured acted with intent or intentionally attempted an action, which resulted in the loss.
- g. If the request for assistance is submitted during a time of war and/or is directly or indirectly related to a declared or undeclared war, to hostile operations or to revolt.
- h. For damages from terrorist acts, civil or social riots, stoppages, strikes, disturbances, unless the vehicle also has coverage for terrorist acts, stoppages, strikes and malicious damage.
- i. If the event for which the Assistance is requested has occurred before the entry into force of the present insurance when the insured vehicle participates in official or unofficial races, trainings, tests, competitions, stunts, demonstrations or festive parades or was driven in demonstrably dangerous manner.
- j. Damages from earthquakes and in general from natural phenomena that can cause disasters as long as smooth traffic conditions and access have not yet been restored.
- k. Damages from effects, direct or indirect of atomic energy, X-Rays and generally radioactive elements.
- l. Damages caused to movable things as well as for each collateral damage.
- m. Assistance to the passengers of the

insured vehicle who are transported by “hitchhiker”.

- n. Damages caused during the repair, as well as for damages that may be caused during the attempt to load or unload the insured vehicle as long as it is already crashed.
- o. Damage or accident related to the inappropriate transport of people or the weight of objects being greater than what is allowed by the manufacturer as it could cause damage or immobilisation or damage to the insured vehicle.

8.6 Policyholder’s Obligations

In case of breakdown or damage you must:

- a) Immediately call the Emergency Line yourself or a third party acting on your behalf, stating your name and the registration number of your vehicle. Fully inform the company of the true facts of the insurance case and indicate precisely where you are and the type of services required.
- b) Obtain the company’s consent in advance for taking measures that create costs. Do not negotiate, accept or reject third party claims related to the insurance case without our prior approval.
- c) Use all the available means to reduce the consequences of the occurrence of the insurance case and avoid actions that unjustifiably increase the cost of providing assistance. Any negligence on your part entitles us to reduce your services accordingly, taking into account the seriousness of the consequences caused by your breach of this obligation and the percentage of your responsibility. If this negligence had an obvious purpose to defraud or mislead the company, it is released from all its obligations towards you.
- d) Inform us immediately of any change of your address as well as any change in the details of your insurance policy.

In the event that you do not fully comply with your above obligations, the company is released from its obligations. All your announcements and statements must be submitted to our company.

Damages during the transport of the insured vehicle:

Generally, during the transport of the vehicle within the Greek territory, under

the responsibility of the company and the transporter, a report is drawn up describing the condition of the insured vehicle before and after the transport.

The specific report, which must describe all potential damage that has been caused to the insured vehicle during its transport, must be signed by both the company or the carrier’s representative, as well as the owner/driver of the insured vehicle. Each of those signing this report receives a copy.

Any disagreements between the insured and the carrier are listed in the report and must be reported to us within 24 hours of receiving the vehicle. Beyond this time limit, no claim will be accepted.

8.7 Time barring and Dispute Resolutions

Claims of any kind against the company are time-barred after four

(4) years have elapsed from the end of the year during which such claims arose.

The applicable law is Greek law and the courts of Athens are responsible for resolving any disputes that may arise between the company and the insured.





Appendix I

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

Summary Reference of the No 87/5.4.2016 Executive Committee

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

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

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

Rules governing the settlement procedure:

1. Undertakings shall use their best efforts to settle promptly any damage arising from vehicle accidents within the three-month deadline laid down in Article 6(6) of Presidential Decree 137/1986 for the submission of either (a) a reasoned offer of compensation in cases where liability is not contested and where the damages have been quantified; or (b) a reasoned reply regarding the points included in the beneficiary's claim in cases where liability is contested or not fully ascertained and where the damages have not been quantified. Reasoned replies must state the particular reason for which undertakings deny compensation to injured persons.
(Article 3 of Act, Article 6 para. 6 and 9 of Presidential Decree 237/1986)
2. Undertakings shall attach to the compulsory insurance policy against civil liability in respect of the use of motor vehicles to be delivered to the insured party, in addition to the documents set out in the insurance legislation, also the following documents: vehicle accident report and compensation claim form (Article 7 of Act). In the compensation claim form, the insured party must report, among other details, the vehicle's location, so that the insurance company can conduct the assessment of the damage, if necessary.

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

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

The following documents shall be assimilated to document receipts: (a) Hellenic Post (ELTA) receipts signed by the undertaking's employee who received the registered mail; (b) fax delivery receipts attesting transmission to the fax number notified by the undertaking in accordance with paragraph 4 below; (c) evidence of transmission to the email address notified by the undertaking in accordance with paragraph 4 below; (d) mobile phone message to the number notified by

the undertaking in accordance with paragraph 4 below; and (e) proofs of service by process servers, as provided for in the Code of Civil Procedure.

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

(Article 4 and Appendix of Act)

3. Where undertakings deem that an expert assessment of property damage is necessary, they shall carry out such assessment provided that the vehicle is located in the place indicated by the injured person, within fifteen days at the latest if the accident occurred in Greece or within twenty-five days at the latest if the accident occurred abroad, without prejudice to cases in which a national Motor Insurance Bureau is required to conduct or has undertaken the settlement procedure.

The abovementioned deadlines shall start on the day of submission to undertakings of any of the documents referred to in Article 4(1) above.

(Article 5 of Act)

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

(Article 6 para. 1 of Act)

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

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

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

(Article 8 of Act)

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

(Article 9 of Act)



Appendix II

Sample Claim Report Form

**CLAIM REPORT FORM
HD INSURANCE LTD**

INSURED CAR

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

INSURED PERSON

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

ACCIDENT DETAILS

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

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

BODILY INJURIES

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

ACCIDENT DESCRIPTION**ACCIDENT DIAGRAM**

| | |
|--|--|
| | |
|--|--|

COLLISION DETAILS**INSURED VEHICLE****OTHER**

| | |
|--|--|
| | |
|--|--|

WHOSE FAULT WAS IT ?

IS THERE A CLAIM ?

WITNESSES:

DO YOU KNOW THE CLAIMANT ?

WHERE IS YOUR VEHICLE ?

| |
|--|
| |
| |
| |
| |

THE APPLICANT

DATE



Appendix III

Sample Claim Payment Request

CLAIM PAYMENT REQUEST
Addressed to HD INSURANCE LTD

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

SUMMARY INFORMATION

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

THE DRIVER WHO COLLIDED WITH ME DID THE FOLLOWING

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

PLOT THE POSITION AND MOVEMENT
OF THE INVOLVED VEHICLES BELOW

| COLLISION DETAILS | |
|-------------------|-------|
| INSURED VEHICLE | OTHER |
| | |

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

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

| OTHER NOTES |
|-------------|
| |

THE CLAIMANT

LOCATION

DATE



Appendix IV

Sample Objection Statements

OBJECTION STATEMENT A

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

HD Insurance Ltd

59 - 61 Agiou Konstantinou Street, Marousi 151 24

REGISTERED POST

With this document I express my objection to the content of Insurance Contract

----- sent to me, as the referred content differs from the information

I submitted during the quotation process. More specifically, the content varies in the following:

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

DATE

SIGNATURE

OBJECTION STATEMENT B

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

HD Insurance Ltd

59 - 61 Agiou Konstantinou Street, Marousi 151 24

REGISTERED POST

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

The Insurance Contract does not contain the content defined in Article 4, paragraph 3 of Law 400/1970.

The Insurance Contract was sent to me without the relevant Terms & Conditions.

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

DATE

SIGNATURE



Appendix V

Sample Withdrawal Statement

WITHDRAWAL STATEMENT

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

HD Insurance Ltd

59 - 61 Agiou Konstantinou Street,
Marousi 151 24

REGISTERED POST

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

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

DATE

SIGNATURE



Appendix VI

General and Special Conditions for Vehicle Legal Protection

General & Special Conditions for Legal Protection Insurance

1. What it covers

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

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

2. What is included

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

3. Where it applies

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

4. Whom it applies to

- a) The main, lawful holder as well as persons who drive or ride in the vehicle as determined by the registration number which appears on the policy and who do so with the main holder's permission ("Vehicle Legal Protection").
- b) The legal representatives of the insured legal person, if they are driving or riding in the insured vehicle during the occurrence of the insurance incident.
In the case of your death, injury or damage to your health, natural persons entitled to claim compensation by law are offered legal protection in this procedure.

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

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

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

5. When is it activated

- 1) In cases of claims for compensation arising from legal provisions for third party liability, the insurance incident is considered to have come about at the point in time when the event on which the demand is based, occurred.
- 2) In cases of violation of criminal or police provisions, the incident is considered to have occurred at the point in time when you began (or claim to have begun) to violate the provision.
- 3) In all other cases, the incident is considered to have come about when you, the disputant or third party first started, or claim to have started to breach obligations of contract or violate legal provisions.

6. Policyholder's Obligations

- 1) Following the occurrence of an incident within eight (8) days of being informed of an insurance incident you are obliged to:
 - a) Inform the insurer and give him all necessary information, evidence and documents relevant to the circumstances and consequences of the incident.
 - b) Give the lawyer power of attorney according to article 11 par. 2, to preserve your interests and fully inform him of the true events pertaining to the case, indicate proof, mainly the names and addresses of witnesses, and inform him of every useful piece of information as well as present him with necessary documents.
 - c) Obtain the company's consent in writing before taking any measures that incur costs, particularly the filing of law suits or legal remedies and avoid any action that would, without justification, increase expenses.
 - d) In cases where you have personally covered costs, you must at once provide the insurer with the receipts of legal and court fees. In this case, these costs will be attributed to you based on the calculation of lawyer's fees mentioned in article 2, provided these are justified by the kind of claim and its extent and are necessary for its preservation.
 - e) Undertake any action relevant to the incident that is in your interest, acting in good faith and honesty.
 - f) Not commit to recognizing or undertaking obligations towards any third party without the written consent of the company.

- 2) You may not claim to be unaware of the incident should this lack of knowledge be a result of your own negligence.
- 3) If you violate your obligations as drawn out in the first paragraph the insurer has the right to request that you restore the damages brought about by this violation and to deny the continuation of cover for the incident in question during which you demonstrated a violation of obligation.

7. Selection and Appointment of Lawyer

- 1) You have the right to select the lawyer who will undertake to safeguard your lawful interests. Failure to do so once the incident is reported, gives the insurer the right to do so on your behalf.
- 2) The command is given to the lawyer solely by **HD Insurance Ltd** in your name and at your instruction. If a lawyer is instructed by you directly, the company is not obliged to offer insurance protection, unless it is objectively established that failure to instruct the lawyer directly would have put the ensuring of your legal interests at peril and that prevention of this danger was not otherwise possible. In this case you are obliged to inform the company of this action at once, to state the reasons which compelled you to contact a lawyer directly and ask for insurance cover citing this case as an exception.
- 3) The lawyer bears a responsibility to you according to general provisions. **HD Insurance Ltd** bears no responsibility for the lawyer's actions.

8. Other Obligations and Rights of the Company

- 1) The company may examine whether the preservation of your lawful interests is necessary according to article 1. Should the company deny the need for preservation of your lawful interests, it is obliged to justify this decision to you as soon as possible. In this case, you may prompt a decision from the lawyer representing you regarding your need for provision of lawful interests. The company has the same right. The lawyer's decision binds both you and the company, unless it is irrelevant to the real basis of the case.

Should you or the company consider the lawyer's decision to be irrelevant to the correct legal basis of the case, an arbitrator is called upon to rule a final decision. If the two parties are not in agreement on who the arbitrator should be each party can, according to the law, ask for the appointment of an arbitrator. If, according to the lawyer's or arbitrator's ruling, the preservation of your lawful interests is deemed necessary, the company must undertake to pay the expenses for these decisions. In the opposite case, the expenses must be covered by you.

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

9. Reimbursement to the Company

- 1) Your payment claims for judicial or extrajudicial expenses prepaid by the insurer on your behalf, are transferred to the company once made. Amounts already paid to you are paid to the company. You are obliged to provide the company with every necessary document (power of attorney, authorization etc.) in order for the company to directly collect these amounts. Independently of this, by signing the contract with the company you give it the right and the power of attorney to act in your name both extrajudicially and in court for compensation from a third party and particularly for the collection of these expenses.
- 2) You are obliged to support the company in every possible way when it exercises its claims against third parties for expenses that have been transferred to him on your behalf. You are obliged to deliver upon request the necessary documents proving the existence of the claim as well as any further proof.
- 3) Violation of the above obligation on your part means responsibility to restore all the insurer's damages.

10. General Provisions

- 1) You are obliged to take all reasonable precautions for the avoidance of damages and to abide by the laws and provisions in effect.
- 2) The terms pertaining to the mandatory insurance of the vehicle concerning the commencement, duration, amendment and termination of the contract are accordingly in effect in the insurance of legal protection, provided that they do not come into conflict with the content of this insurance and are not excluded by the special terms of legal protection.

11. Exclusions

Legal protection is excluded in the following cases:

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

12. Insurance with Multiple Insurers

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

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

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

13. Time Lapse

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

14. Court Responsibility – Law in Effect

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



Appendix VII

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

Notice From Tiresias S.A. Processing of Personal Data

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

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

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

Data Categories: The following data are kept in the TSEK File: a. uncovered checks, b. Unpaid, at maturity, bills of lading and bills in order, c. Bankruptcy applications - Decisions rejecting bankruptcy claims for lack of property of the debtor, d. Conciliation / Settlement Requests and Decisions (Article 99 et seq. of the Bankruptcy Code), e. Bankruptcy declared, f. Payment orders & orders for restitution of use of leased property, g. Auctions of immovable and movable property, h. Mortgages, result of mortgages and mortgage prenotations, i. Property seizures and cheques under LD 17.7/13.8:1923, j. Applications and judgments of court settlement of debts of Law 3869/2010 and k. Company data from the Government Gazette and GEMI. Furthermore, TIRESIAS keeps a file of this notice (via the recipient of your data that is acting as processor) signed by you.

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

Retention Times: Data is retained for the following periods of time³: a. Uncovered checks, unpaid, at maturity, bills of exchange, bills in order: for 2 years, in each case up to 10 years, b. Payment orders: for 3 years in each case up to 10 years, c. Auctions, seizures and cheques LD 17.7/13.8:1923: for 4 years in each case up to 10 years, d. Bankruptcy applications: for 5 years. If the bankruptcy application is rejected, due to lack of sufficiency of the debtor's property, the information is retained for 10 years, f. Decisions and conciliation/settlement decisions: for 5 to 10 years from the date of filing, publication of a decision, termination of an agreement, in each case up to 15 years. g. Bankruptcy declared: for 10 years in each case up to 15 years, h. Mortgage prenotations, mortgages and results shall be deleted when removed, i. Applications and judgments of court settlement of debts: for 3 years from the settlement of the debts concerned/the date of the hearing/the discharge, in each case up to 10 years, Orders for restitution of use of leased property: for 3 years, k. data relating to Board members, managers and company members from the Government Gazette & GEMI: for 10 years. The file of signed notices shall be kept for five (5) years from the end of the transaction/contract for the purpose of establishing, exercising or supporting its legal rights or fulfilling TIRESIAS's obligations.

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

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

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

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

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

Visit our website for more information.

I took note of the above information

DATE

SIGNATURE & FULL NAME

² Pending approval by the HDPa.

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

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

Notice from HD Insurance Ltd

Processing Of Personal Data

We hereby notify you that our business under the corporate name "HD 360", with registered office in Cyprus, Nicosia, Dasoupoleos 8, Tax ID No CY10357242Q, tel.2122229944, which is a fully owned subsidiary of HD INSURANCE LTD" (whose branch "HD Insurance Ltd" is registered in Athens, Agiou Konstantinou 59-61 str, Marousi, Tax ID No 997517233), will search (the search including any activation of the alarm service for entering/deleting data) in the Risk Checking File ("TSEK File") of TIRESIAS S.A. ("TIRESIAS"), 2 Alamanas Street, GR-151 25 Marousi, tel. +30 210-36-76-700 (controller) any data relating to you for the purpose of evaluating or reassessing the trading/credit risk incurred in the course of our transaction or agreement for a fixed or indefinite period of time, for as long as this applies, at the choice of our business. Furthermore, according to the decision of the Hellenic Data Protection Authority ("HDPA") No 186/2014, our company acts as a processor on behalf of TIRESIAS in terms of providing you with information and the exercise of your rights.

Particularly:

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

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

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

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

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

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

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

Tiresias has the right to refuse your request if the processing or the maintenance of the data is necessary under the law or if there is a prevailing legitimate interest of its own or of the recipient and for establishing, exercising or supporting legal rights or fulfilling obligations. However, in any case, if you wish, Tiresias may cease transmitting your data to all the recipient companies of the TSEK system, henceforth transmitting the relevant indication (ban on transmission)¹, which is assessed freely. If you exercise the right to non-transmission in the business, or oppose access to it in the TSEK file, the company shall be immediately required to discontinue access to your data and to inform Tiresias accordingly. In the event that you exercise the right to restrict the processing, TIRESIAS temporarily ceases to transmit the data and the message "It has restricted the processing for the data" is transmitted in its place, which is constantly appreciated by the recipients. Your removal of the request for non-transmission or limitation of the processing is free and is made at any time only to Tiresias. The exercise of these rights acts for the future and does not concern data processing already performed.

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

The **Data Protection Officer** of our business is Yiannis Hartoutsios (tel. 212 222 9944, email dpo@hellasdirect.gr, address Agiou Konstantinou 59-61 str, 15124 Marousi).

I took note of the above information

DATE

SIGNATURE & FULL NAME

¹Exceptionally company data from Government Gazette and the GEM will still be transmitted.



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