

# **Official Disclaimer**

Any discrepancies or differences created in the translation are not binding and have no legal effect. If any questions arise related to the information contained in the translated website, please refer to the Greek version.

Please consult with a translator for accuracy if you are relying on the translation or are using this site for official business.



**GENERAL AND SPECIAL TERMS OF THIRD PARTY MOTOR LIABILITY**

**DECEMBER 2019**

## Contents

<b>SECTION I</b> .....	6
<b>Article 1</b> .....	6
<b>CONCLUSION OF INSURANCE POLICY</b> .....	6
<b>Article 2</b> .....	7
<b>POWER - DURATION - EXPIRY AND RENEWAL OF POLICY</b> .....	7
<b>Article 3</b> .....	7
<b>OBJECT OF INSURANCE</b> .....	7
<b>Article 4</b> .....	8
<b>GEOGRAPHICAL POWER LIMITS</b> .....	8
<b>Article 6</b> .....	8
<b>COMMUNICATION</b> .....	8
<b>Article 7</b> .....	9
<b>OBLIGATION TO THE INSURED</b> .....	9
<b>Article 8</b> .....	9
<b>GENERAL OBLIGATIONS OF THE POLICYHOLDER AND / OR INSURED IN CASE OF LOSS</b> .....	9
<b>Article 9</b> .....	10
<b>EXCLUSIONS</b> .....	10
<b>Article 10</b> .....	11
<b>PREMIUM DETERMINATION</b> .....	11
<b>Article 11</b> .....	12
<b>PAYMENT OF PREMIUMS</b> .....	12
<b>Article 12</b> .....	13
<b>SEQUENCE OF INSURANCE RELATION</b> .....	13
<b>Article 13</b> .....	13
<b>INSURANCE WITH MORE INSURERS</b> .....	13
<b>Article 14</b> .....	13
<b>TERMINATION - COMPLAINT OF THE POLICY ΣΥΜΒΑΣΗΣ</b> .....	13
<b>Article 15</b> .....	14
<b>AMENDMENT OF THE POLICY</b> .....	14
<b>Article 16</b> .....	14
<b>ANNOUNCEMENTS AND DECLARATIONS</b> .....	14
<b>Article 17</b> .....	14
<b>CLAIM SETTLEMENT</b> .....	14

Article 18 .....	14
<b>COMPETENCE OF COURTS .....</b>	<b>14</b>
Article 19 .....	14
<b>STATUES OF LIMITATION .....</b>	<b>14</b>
Article 20 .....	14
<b>ADJUSTMENT OF PREMIUMS .....</b>	<b>14</b>
<b>SECTION II.....</b>	<b>14</b>
<b>SPECIAL TERMS-ADDITIONAL COVERAGES .....</b>	<b>14</b>
<b>INSURANCE TERMS FOR ADDITIONAL OPTIONAL COVERAGE OF MOTOR VEHICLES .....</b>	<b>14</b>
Article 21 .....	14
<b>OBLIGATIONS OF THE INSURANCE COMPANY AND THE INSURED.....</b>	<b>14</b>
Article 22 .....	15
<b>SUM INSURED AND INDEMNITY.....</b>	<b>15</b>
Article 23 .....	15
<b>CALCULATION OF INDEMNITY.....</b>	<b>15</b>
Article 24 .....	16
<b>LIMITATIONS AND EXCLUSIONS .....</b>	<b>16</b>
Article 25 .....	17
<b>POLICY EXTENTION OF ADDITIONAL COVERAGE – GEOGRAPHICAL LIMITS .....</b>	<b>17</b>
Article 26 .....	17
<b>FIRE RISK COVERAGE.....</b>	<b>17</b>
Article 27 .....	18
<b>FIRE RISK COVERAGE AND DAMAGES CAUSED FROM TERRORIST ACTIONS, WORK STOPPAGES, STRIKES, MOBS, POLITICAL RIOTS.....</b>	<b>18</b>
Article 28 .....	18
<b>AIRBAGS DAMAGES .....</b>	<b>18</b>
Article 29 .....	19
<b>OWN DAMAGES RISK COVERAGE.....</b>	<b>19</b>
Article 30 .....	20
<b>MALICIOUS ACTIONS RISK COVERAGE.....</b>	<b>20</b>
Article 31 .....	20
<b>TOTAL THEFT RISK COVERAGE.....</b>	<b>20</b>
Article 32 .....	21
<b>PARTIAL THEFT RISK COVERAGE.....</b>	<b>21</b>
Article 33 .....	22
<b>CRYSTAL BREAKING COVERAGE .....</b>	<b>22</b>

Article 34 .....	23
<b>SUNROOFS LAMPS AND MIRRORS COVERAGE.....</b>	23
Article 35 .....	24
<b>DAMAGES FROM NATURAL PHENOMENA RISK COVERAGE.....</b>	24
Article 36 .....	24
<b>DAMAGES FROM NATURAL PHENOMENA RISK COVERAGE PLUS.....</b>	24
Article 37 .....	25
<b>DAMAGES FROM HAILSTORM RISK COVERAGE .....</b>	25
Article 38 .....	25
<b>BONUS MALUS PROTECTION.....</b>	25
Article 39 .....	26
<b>THIRD PARTY LIABILITY COVERAGE FROM THE OPERATION OF A VEHICLE AS A TOOL.....</b>	26
Article 40 .....	26
<b>THIRD PARTY LIABILITY COVERAGE FOR PROMINENT CARGO .....</b>	26
Article 41 .....	26
<b>THIRD PARTY LIABILITY COVERAGE OF TRANSFERRED CARGO .....</b>	26
Article 42 .....	27
<b>MATERIAL DAMAGE COVERAGE CAUSED BY UNINSURED VEHICLE .....</b>	27
Article 43 .....	28
<b>THIRD PARTY LIABILITY DUE FIRE.....</b>	28
Article 44 .....	28
<b>THIRD PARTY LIABILITY FOR PROTECTED PLACES.....</b>	28
Article 45 .....	28
<b>FUEL LEAKAGE THIRD PARTY LIABILITY.....</b>	28
<b>SECTION III.....</b>	29
<b>GENERAL TERMS FOR PERSONAL ACCIDENT INSURANCE OF THE VEHICLES DRIVER.....</b>	29
Article 1 .....	29
<b>OBJECT OF INSURANCE.....</b>	29
Article 2 .....	29
<b>DEFINITIONS.....</b>	29
Article 3 .....	29
Article 4 .....	31
Article 5 .....	32
<b>ACCIDENT ANNOUNCEMENT – OBLIGATIONS OF THE INSURED / BENEFICIARY .....</b>	32
Article 6 .....	32
<b>CRITERIA – INDEMNITY PAYMENT – COMPANYS’ LIABILITY.....</b>	32

<b>NECESSARY DOCUMENTS IN THE EVENT OF DEATH.....</b>	<b>33</b>
<b>Article 8 .....</b>	<b>33</b>
<b>SERIES OF CLAIMS .....</b>	<b>33</b>
<b>Article 9 .....</b>	<b>34</b>
<b>ARBITRAL EXPERTISE .....</b>	<b>34</b>
<b>Article 10 .....</b>	<b>34</b>
<b>PROOF FOR THE RIGHT TO INDEMNIFY .....</b>	<b>34</b>
<b>Article 11 .....</b>	<b>34</b>
<b>DUTIES AND TAXES.....</b>	<b>34</b>
<b>Article 12 .....</b>	<b>34</b>

## PART A' SECTION I

### **GENERAL TERMS OF INSURANCE - OBLIGATORY INSURANCE OF MOTOR TRIRD PARTY LIABILITY**

This insurance contract is governed by the provisions of Law 2496/1997, Law 4364/2016, of the Presidential Decree. 237/1986 which codified Law 489/1976 and in general any other relevant legal provision.

In these General and Special Terms the following definitions are used with the respective interpretations:

**Company or Insurer**: a foreign limited insurance company under the corporate name «QIC Europe Limited» with distinctive title «QEL» based in Malta, The Hedge Business Centre, Triq ir-Rampa ta' San Giljan St. Julians, STJ1062, which operates legally in Greece with Free Provision Services.

**Policyholder**: the individual or legal person who contracted with the Company for the preparation of the insurance policy.

**Insured**: the individual or legal person who derives his rights from the insurance policy and for whose sake the insurance is concluded.

**Insurance Policy**: the contract whereby the Company undertakes, against premium, to pay the indemnity in the event of the occurrence of the insurance risk. Indicatively, it includes the Insurance Proposal, the Insurance Policy, the Cover Note, the General and Special Terms and the endorsements issued based on the agreed amendments.

**Sum Insured**: is the maximum payable indemnity from the Company if the insured risk occurs.

**Premium**: the amount payable by the insured to the Company for the provision of the insurance coverage.

**Insurance Value**: is the current commercial value of the insured vehicle, calculated on the basis of its type and age.

**Indemnity or Compensation**: the liability of the insurer resulting from the occurrence of the insurance risk and consists of a pecuniary benefit or the restoration of the damage.

**Deductible**: is the insured's participation in the indemnity according to what has been agreed.

**Period of Cover**: is the time period in which the Company provides the insurance cover.

**Vehicle**: the wheeled vehicle that is described in detail in the insurance policy, moving on the ground and not on rails, with the aid of mechanical force or electric power, irrespective of the number of wheels. Vehicle it is also considered a wheeled trailer attached to the main vehicle or not, as well as a bicycle with an auxiliary engine.

**Accident = Claim**: any external, violent, sudden and without the intent of the insured event, which will be proved that occurred in the period of insurance and caused material damage, bodily injuries or the loss of life.

**Information Center**: the service unit of the Auxiliary Fund for Motor Third Party Liability for Accidents in accordance with the article 27b of Law 489/76.

### **Article 1**

#### **CONCLUSION OF INSURANCE POLICY**

1. This policy has been drawn up and is valid based on the insurance proposal submitted to the Company completed fully and accurately by the insured, based on the written replies to any additional information requested. The premiums were calculated according on these facts as well.
2. The insurance proposal it is not an Insurance policy and does not bind the Company in any way. If the Company accepts the insurance, the validity of the insurance coverage and the date of

its force will be proven through the Insurance Policy issued by the Company or by its specially authorized representatives.

3. The obligations of the Company, the Policyholder and the insured are determined by the Insurance Policy issued based on the insurance proposal, the General and Special Terms and the Endorsements which are issued, based on the Policy's agreed amendments of both parties

4. Any term that is not included to the aforementioned documents does not apply, and in any case the Special Terms prevail over the General Terms.

## Article 2

### POWER - DURATION - EXPIRY AND RENEWAL OF POLICY

1. The insurance coverage begins only with the entire payment of the premium to the Company, prior to which it is forbidden to deliver the policy to the insured or the policyholder, shall be valid for the time specified in the policy and its proved against the parties responsible for imposing the sanctions under article 5 (4) of the Presidential Degree 237/1986, from the possession of the policy which the Company sends to the insured or the policyholder within five (5) days from the collection of the premium. In the event of an inspection by the responsible bodies for the imposition of sanctions within the above period of five (5) days, the presentation of proof of payment of the required sum insured of the vehicle is sufficient.

2. The Company may oppose the termination of the policy against the injured third party after sixteen (16) days from the date following the date on which the policy expires, without the need of any other action or notice to the policyholder or / and the insured.

3. The renewal of the policy is only allowed after the payment of the premium for the next period of cover no later than the expiration of the current policy.

## Article 3

### OBJECT OF INSURANCE

1. Motor Third Party Liability Insurance includes the satisfaction of legal claims of third parties against the insured for damages caused by negligence from the vehicles circulation, as described in the policy for the following cases:

- a) Fatal injuries to persons,
- b) Injuries to persons,
- c) Material damages to persons who does not belong to the family of the insured, the driver's, or the policyholder's and
- d) Material damage to things that were not transported with the insured vehicle.

2. **The following are excluded from the compulsory insurance:**

- a) Persons who caused the accident intentionally,
- b) Persons who has seized the vehicle by theft or violently and
- c) Persons who consented to be transferred by a vehicle knowing that was removed from its legitimate owner by improper means or used to commit a criminal act.

3. **Third Parties are not consider the following persons:**

- a) The driver of the vehicle that caused the damage, b) Any person who's liability is covered by the policy,
- c) The person who has concluded the policy with the insurer, and
- d) The legal representatives of a legal person who are insured, or a Company that has not acquired legal personality.



4. The insurance covers the third party liability of the owner, the holder and any driver or servant for driving, the one who possess the legal driver's license for the category of the vehicle driving, or the person responsible of the insured vehicle except the above exemptions.
5. Risks referring to the Cover table list of the first page of the policy are not covered, since besides these and the relevant column there are no sums insured or indications and the corresponding premiums.
6. If the vehicle is about to be exposed to special third party liability risks, the insurance cover must also include them by issuing a special Cover Note. This obligation applies in particular to the case where the vehicle is about to take part in events involving special risks such as races, competitions of speed, precision or skill.

#### **Article 4**

##### **GEOGRAPHICAL POWER LIMITS**

1. Third party liability insurance applies to the borders of the Hellenic Territory, to the countries of the European Union, to the Single Economic Area and to the countries whose National Motor Insurer's Bureaus are bound to the implement Part III of the Consolidated Agreement (Crete's Agreement 2002).
2. For the other countries except from the ones above, an International Motor Insurance Certificate (Green Card) applicable in these countries in accordance with Section II of the above consulate agreement is required, upon the prior written request of the policyholder or / and the insured the issue of a special endorsement for the extension of the policy by paying additional premiums.

#### **Article 5**

##### **MAXIMUM LIABILITY LIMIT OF THE INSURER**

1. The maximum limit of liability of the insurer for each accident cannot exceed the sum insured stated in the insurance policy for each type of risk covered by it, regardless of the amount awarded and the number of the injured parties. More damages from the same cause are considered as a single accident.
2. If the insurer is required to pay in court or out of court an amount beyond the indemnity, he has the right of subrogation against the insured.

#### **Article 6**

##### **COMMUNICATION**

1. Where written communication of the Company and the policyholder, or the insured, or the beneficiary of the indemnity is provided, such communication may be made either by letter, or by email, or by fax or by sending a message to a mobile phone device, from the contact details that the policyholder, or the insured, or the beneficiary of the indemnity have stated in writing or by a legally recorded conversation that they wish through these to deal with the Company.
2. The policyholder and the insured, in the event of the change of their address, are obliged to notify the Company in writing, without any delay, their new address. The Company may take any notification to the policyholder and the insured at their last stated address.

## Article 7

### OBLIGATION TO THE INSURED

1. The policyholder or / and the insured at the conclusion of the policy are obliged to notify the insurer of all the details of the insured vehicle as well as any evidence or incident that affecting the acceptance of the insurance and the calculation of premiums.
2. If, for any reason not due to the fault of the insurer, the policyholder or the insured, the insurer has not been informed of the above details and elements, the insurer is entitled to terminate the policy or request its amendment within one (1) month from becoming aware of these facts or incidents.
3. The insurer's proposal to amend the policy is considered as complain if it's not accepted within one (1) month of its receipt and this is stated in the document of the proposal.
4. In the event of violation by negligence of duty provided for in par.1 of this article, the insurer shall have the rights set out in par. 2 of this article and, in addition, if the insurance event occurs before the policy is amended in accordance with par. 2 of this article or before the claim begins to take effect, the indemnity shall be reduced by the amount of the premium rate determined to the premium which would have been set if there was no violation.
5. In case of violation by deceit of duty provided for in par. 1 of this article, the insurer has the right to terminate the policy within one (1) month from becoming aware of this violation. If the insurance risk occurs within the above deadline, the insurer is exempted of the obligation to pay the indemnity. The policyholder is obliged to restore any damage the insurer will suffer as a result of the above violation.
6. During the period of cover the policyholder or / and the insured is obliged to declare to the Company within fourteen (14) days from the date of becoming aware of any change in the data of the insured vehicle, as well as any evidence or incident which may lead to a significant increase of the risk, to the extent that if the insurer new would not have concluded the policy or would not have concluded it under the same terms. In such case, the Company as soon as becomes aware of the increase of the risk is entitled to terminate the policy or request its amendment. In the event of failure to notify, par. 2,3,4,5, and 6 of this article apply.

## Article 8

### GENERAL OBLIGATIONS OF THE POLICYHOLDER AND / OR INSURED IN CASE OF

**LOSS** If the damage occurs, the policyholder and / or the insured are obliged:

1. Notifying in writing, without any delay and no later than eight (8) working days from becoming aware of the loss event, the Company or its closest representative, regardless of his / hers fault in the accident.
2. Irrespective of the actions of the Authorities, which they must be immediately notify as soon as they (the policyholder or / and the insured) become aware of the loss event, to make any action they would take in their best interests to save or limit the loss and any act in good faith.
3. To facilitate and give all possible and reasonable assistance to the Company's representatives or experts, in order to ascertain the accident and estimate the damages.
4. To forward to the Company no later than eight (8) working days, every judicial or extrajudicial document, as well as any information relating to the occurrence of the risk, wherever it comes from, if requested.

5. Not to make any accountability. It is invalid for the Company, any acknowledgment of the responsibility of the Policyholder and / or the Insured or any agreement that increases its liability without the written consent of the Company.

6. Not to take any form of action, which would mean acceptance or denial or recognition or compromise or settlement of the covered risk without the written consent of the Company. The Company is entitled to take over and handle, at its discretion, in the name of the insured, the defense or settlement of a claim or to seek, in his own name but for its own benefit, the restoration for any damage or satisfaction of any claim for damages, up to the limit of its liability and after notifying it. The Company has the full discretion in conducting any legal proceedings or settling any claim.

7. If the insured denies or doubts his liability and intends to initiate legal proceedings against - in his opinion - the responsible and the Insurance Company, he must inform the Company, and deliver copies of the judicial documents. The Company, irrespective of the above intentions of the insured, is entitled to decide, at its discretion, whether or not to settle the damage, to determine the fault or the co-responsible, the exercise or not of any appeals or legal remedies and etc. If there is a difference of opinion between the Company and the insured, the Company decides on its own interests, so that the insured is entitled to move individually according to his opinion, but he is not entitled to plead them or to harm his interests to oppose in the Company's decision or to prevent its application.

8. The insured must provide any information or special assistance that the Company will deem necessary and upon its request, and shall provide the special power of attorney to represent him, if he desires so, by the Company before any authority or courts.

9. The violation caused by the policyholder or / and insured of the above obligations, gives them the right to claim from them the indemnity defined by the law.

The culpable breach by the recipient of the insurance and / or the insured person of these obligations gives them the right to claim from them the compensation stipulated by the Law.

## Article 9

### EXCLUSIONS

1. Not covered by the Motor Third Party Liability and are **excluded from policy, damages caused:**

By a driver who lacks the driving license provided by law for the category of the vehicle he is driving,

by a driver who has at the time of the accident under the influence of alcohol or toxic substances in violation of the Traffic Code (Law 2696/1999) as applicable, if such violation is in casual connection with the accident,

by a vehicle which had a different use from the one stated in the policy and the vehicles license registration, provided that the use in question is in a casual relation with the accident,

2. In the above cases:

a) if the Company implements the provisions of Law N. 489/1976 or following a court order is obliged to pay indemnity to third parties has the right of subrogation against the driver, the insured and the counterparty and

b) the above exclusion clauses apply even if the counterparty has not signed the policy in the event of its acceptance by receiving the policy by paying the premiums, or by any other way.

## Article 10

### PREMIUM DETERMINATION

1. The premiums are determined by the Company combined on the basis of the following elements which constitutes their determining factors and are the following: a) for the vehicle based on its use, horsepower, type, location, traffic area and date of its first circulation, b) for the driver based on the age, occupation, marital status, date of issue of driving license, damage records, penalties for violations of the Traffic Code as they apply each time and c) the Company's invoices.
2. In the event of amendment of the minimum compulsory insurance limits by the state or the invoice by the Company the premiums are also revaluated during the period of cover.
3. Payment of money without the issuance of documents shall not create the obligation to issue the policy, or any obligation other than a refund, and does not constitute a cover note.
4. The policyholder or and the insured must notify the insurer of any change of the vehicle or its registered data especially where such changes influence the determination of the premiums.
5. With this policy, it is noted and agreed the provision for a system of calculating premiums with discount or charges, based on the number of the caused damages in each period of cover or / and the age or the experience of the driver of the insured vehicle.
6. The Company has created a range of categories of insurance which it may amend and which includes a basic insurance category, a minimum category, and a maximum category. Premiums are adjusted after the end of each period of cover to the same or another Company, based on the following scale depending of the non-loss or the number of losses occurring within 365 days before the end of the period of cover, in accordance with the rules set below:

CATEGORIES AND RESPECTIVE PREMIUMS			
Categories	Respective Premiums %	Categories	Respective Premiums %
20	80%	9	-4%
19	72%	8	-8%
18	64%	7	-12%
17	56%	6	-16%
16	48%	5	-20%
15	40%	4	-24%
14	32%	3	-28%
13	24%	2	-32%
12	16%	1	-36%
11	8%		
10	0%		

The basic insurance category of is the category of insurance of a first-insured vehicle and is the category (10). Whatever the number of annual cover periods without damage, the minimum insurance class will not be exceeded. In the event of damage, whichever is the number of damages, the maximum insurance class will not be exceeded. Upon expiration of the cover period for any damage occurring therein the premiums are increased by the rate of increase set each time by the

Company, unless the optional BONUS protection coverage has been agreed. Otherwise if there is no damage for 365 consecutive days, the premiums will be reduced accordingly and with the necessary condition, no more than one damage, for the whole duration of the cover period of the vehicle by the Company.

The above charge will be imposed by the expiry of the cover period, and the premium discount will be calculated after the lapse of 365 consecutive days. Especially for insured persons with a foreign driving license, from:

**A. Balkan Countries**

**BULGARIA, ROMANIA, SERBIA, F.Y.R.O.M, KOSOVO, BOSNIA & HERZEGOVINA, SLOVENIA, CROATIAN, MONTENEGRO, ALBANIA, EUR. TURKEY.**

**B. Other European Countries:**

**POLAND, SLOVAKIA, LATVIA, LITHUANIA, UKRAINE**

Where Bonus Malus bonus coverage is not provided, a percentage change in premiums is set for the first loss in a calendar year at 100% of the original premium, and a corresponding increase of 200% will be calculated for each subsequent loss. When the insured vehicle is driven by a driver who has not reached the age of 23 (calculated from January 1 of the year of birth) or driven by a driver who has first obtained a driver's license for the category of the insured vehicle within the last 12 months, or by a driver who has reached the age of 75, for the entry into force of the policy and therefore for the commencement of the liability of the Company, the policyholder and / or the insured must pay an additional premium 50% calculated in accordance with the insurance premiums provided by the Company's current invoice. When the insured vehicle is driven by a driver aged 16-18 years old or by a driver with a foreign diploma, the insured is obliged to pay an additional premium equal to 100% calculated as provided for each time by the Company's current invoice.

In the event that the additional premium provided for the above is not paid, and the insurance risk occurs (traffic accident) the Company has the right to claim from the policyholder and / or the insured of the policy, immediately and by an endorsement, the relevant additional premium for the entire period of cover.

In the case of a confirmed fault of the driver of the insured vehicle and therefore an obligation of the Company to pay an indemnity, the policyholder and / or the insured of the policy is obliged to pay a penalty clause for failing to pay the relevant additional premium equal to 100% of the premium when the insured vehicle is driven by a driver who has not reached the age of 23 or is driven by a driver who has first obtained a driver's license for the category of the insured vehicle in the last 12 months, or by a driver who has reached the age of 75, or equal to 200% of the premium when the insured vehicle is driven by a driver with a foreign diploma or by a driver aged 16-18. The penalty clause is collected by issuing an endorsement, which includes the unpaid additional premium and the predicted penalty clause.

## **Article 11**

### **PAYMENT OF PREMIUMS**

- 1.** The policy shall not enter into force until the full and complete payment of the relevant premiums.
- 2.** The policyholder and or the insured is entitled to receive the policy as well as any documents related, only after full and complete payment of the premiums.
- 3.** No proof of payment of premiums shall be valid and shall not be considered valid, if does not follow the terms and conditions of the Act of the Executive Committee 86/05-04-2016 of Bank of Greece, or any other relevant legal provision will apply in the future.

## Article 12

### SEQUENCE OF INSURANCE RELATION

1. In the event of transfer of a vehicle due by death, the rights and obligations of the person inherited from the policy shall be transferred to the heir automatically, unless he notifies in writing the insurer for non-acceptance, within thirty (30) days of his knowledge the inheritance of this heritage.

2. If the ownership of the motor vehicle is transferred in any legal way, the policy is automatically terminated after thirty (30) days from the date of the transfer and the Company is obliged to reimburse any earned premiums.

The termination of the policy is valid against all, without requiring any action on behalf of the Company.

3. If, following the transfer of the vehicle under the previous paragraph, a new policy is concluded for the same vehicle, the existing insurance relationship expires and the only responsible against injured third parties is the last insurer.

## Article 13

### INSURANCE WITH MORE INSURERS

If there are successive insurances, **only the last one is valid** and solely liable for the payment of indemnity to the injured third party is the last insurer.

## Article 14

### TERMINATION - COMPLAINT OF THE POLICY

1. Parties contributing to the policy may terminate this policy at any time by a written agreement.

2. The policyholder and / or the insured may terminate the policy at any time either by sending a letter or fax or electronically to the contact details indicated by the Company on its official website and in all its printed material. The results of the complaints concerning the counterparties occur immediately from the date of its receipt to the Company.

3. The Company may, in a letter, terminate the policy only if an essential term is violated by the policyholder and / or the insured and shall be charged with the proof of the violation. With the statement of the complaint addressed to the policyholder and / or the insured, is announced that failure to comply with the violated essential term within thirty (30) days of service of the complaint, results the termination of the policy.

4. The letter of the previous paragraph shall be sent to the address of the domicile or the residence of the policyholder and / or of the insured indicated in the policy. Domicile or residence is the last address which the policyholder and / or the insured have stated in writing to the Company. The results of the letter occur regardless of the refusal of the policyholder and / or the insured to receive it, or to find it in the address of domicile, or residence, or not to attend the post office to receive it.

5. In any case of premature termination of the policy in accordance with par. 1, 2 and 3 of article 11A of the Presidential Decree 237/1986 and the present article, the Company shall inform the Information Center accordingly. Especially in the case of par. 3 of this article and article 11A of the Presidential Decree 237/1986, the notification cannot be made earlier than the 30<sup>th</sup> day after sending the relevant letter.

The Company may oppose against the third injured party the termination of the policy after sixteen (16) days from the notification of the previous paragraphs.

## **Article 15**

### **AMENDMENT OF THE POLICY**

Following the written consent of the Company and with effect from at least the next day of the insured's application it is possible to amend the existing policy.

## **Article 16**

### **ANNOUNCEMENTS AND DECLARATIONS**

All announcements and declarations by the insured are prepared in writing and addressed only to the offices of the Company's legal representative.

## **Article 17**

### **CLAIM SETTLEMENT**

The Company has the right to make any research for the causes of the damage and the circumstances under which it occurred, as well as the existence and value of the insured risk at the time of the accident. The insured is obliged to take all possible action to limit the damage and to provide the Company with any judicial or extrajudicial documents, as well as any information regarding the occurrence of the risk, from wherever it comes, if requested.

## **Article 18**

### **COMPETENCE OF COURTS**

In accordance with these terms, it is noted and agreed that the competent for resolving the differences between the Company and the Insureds from the policy, are the courts of the city of Athens.

## **Article 19**

### **STATUES OF LIMITATION**

Any claim by the policyholder and / or the insured arising from the policy shall be terminated after four (4) years from the end of the year in which the claim was born.

The injured third party's claim shall lapse after five (5) years from the day of the accident, subject to the provisions of the existing legislation on the suspension and interruption of limitation.

## **Article 20**

### **ADJUSTMENT OF PREMIUMS**

The Company reserves the right at the end of the cover period to adjust the premiums, to amend the General and Special Terms and to no longer accept specific risks.

## **SECTION II**

### **SPECIAL TERMS-ADDITIONAL COVERAGES**

#### **INSURANCE TERMS FOR ADDITIONAL OPTIONAL COVERAGE OF MOTOR VEHICLES**

The following described insurances are provided with the same policy covering Motor Third Party Liability. General Terms and Conditions of Motor Third Party Liability Insurance (as above Articles 1 to 20), Laws 2496/1997 and 4364/2016 as well as the following special provisions apply.

## **Article 21**

### **OBLIGATIONS OF THE INSURANCE COMPANY AND THE INSURED**

1. Insurances of own damages, fire, terrorism, natural catastrophes, work stoppages, strikes, crystal breakage and theft (total and / or partial) of the car, or damage to property from an uninsured vehicle, covers the actual value of the car or insureds total loss or stolen parts and components at the time of the damage.

2. The insured must take appropriate precautionary measures, exercise particular care to avoid or increase the risks insured and in general behave as a prudent owner of a car. In case of violation of the above obligation, the Company is entitled to offset against the indemnity any loss resulting from the violation of its obligation.
3. Especially for the insurance referred to in the first paragraph hereof, violation of the obligation to report the accident to the Company within eight (8) working days, implies the Company's discharge from its obligation to repair the damage.
4. In case of reimbursement of paid premiums and if the policy is concluded through a mediator, the Company is entitled to pay to the mediator all the premiums that might owes to the insured, who appoints the above mediator a power of attorney and his representative.
5. In the event of damage or accident resulting the cancellation of the policy, any earned premiums shall not be reimbursed.

## Article 22

### SUM INSURED AND INDEMNITY

1. Insurances of same damages, fire, terrorist actions, natural catastrophes, work stoppages, strikes, crystal breakage and theft (total and / or partial) the coverage sum insured is the maximum liability of the Company for one or more accidents during the cover period for all types of insurance, including all kind of expenses. The liability of the Company may not exceed the coverage sum insured even if more than one insured risk arose from the same accident.
2. The Company is entitled, but is not obliged, instead of paying financial indemnity, to undertake the repair of the car.
3. If the sum insured coverage covers part of the value of the car, the insured receives a proportionate share of the damages or losses.
4. At the end of a calendar year from the initial policy, the insured value of the vehicle is automatically reduced, and in particular for a vehicle of up to 3 years, the value is reduced by 8% from the year of manufacture to the completion of the third year, while for vehicles over 3 years at a rate of 10% per year.

## Article 23

### CALCULATION OF INDEMNITY

1. For the purposes of calculating the indemnity, the actual value of the insured car or the damaged parts thereof shall be taken as the basis of the insurance event, taking into account their wear and age.
2. Taxes, levies and other obligations to third parties, relating to the acquisition of the vehicle and spare parts, shall not be included in the amount of indemnity, provided that the owner of the policy is the owner of the vehicle and is exempt from the obligation to pay them. In the case of partial damage, provided that the insured value of the car has been calculated without taxes, the Company is entitled to deduct from the value of spare parts required for repair, the amount corresponding to these taxes.
3. The insured is obliged to put the car at the disposal of the Company as soon as possible for an expert's report. The insured is not entitle to repair the damage before the experts report.
4. In the event of damage, the policy shall be reduced by the amount of the paid indemnity. If the indemnity is due to total destruction of the insured vehicle then the policy is considered to be automatically and totally invalid, without any refund of premiums.



5. In any case of payment of compensation, the agreed exemption shall be deducted, either by percentage, or by a fixed amount, or by a combination.

6. In the case of additional vehicle covers requiring indemnity for damage, provided that the replacement parts of the vehicle are genuine and new, the age indemnity shall be calculated and deducted from the indemnity on the spare parts as follows:

On completion of the third year of the insured vehicle's circulation of 10% and 10% extra for each subsequent year up to the tenth, with a maximum exclusion of 50% and it only concerns the use of genuine new spare parts.

#### Article 24

#### LIMITATIONS AND EXCLUSIONS

They are not covered by the optional cover policy and are excluded from the policy, damages caused by the following cases, unless expressly and specifically agreed with the policy contrary to the payment of a special premium.

#### **Specifically are excluded and are not covered damages:**

1. From the intention of the insured, the policyholder and the driver of the car, either from the persons attached by them who are driving the car.
2. Participation of the Insured Vehicle in demonstrations and festive parades as well as in official or unofficial (improvised) races or on related test runs.
3. From terrorist actions, from raids, hostilities, war operations (either prior or after the declared war), civil war, mobs, strikes, protests, riots, coups and all kinds of requisition, as well from malicious actions of known or unknown offenders of third parties or not.
4. Directly or indirectly, whether exclusively or combined through other causes of ionizing radiation or radioactive contamination from any nuclear fuel or any nuclear waste.
5. Directly or indirectly from flood, hurricane, raging fire, windstorm, volcanic eruption, earthquake or other physical disorder.
6. From a driver who lacks the driving license provided by the law for the category of the driven motor vehicle. This exclusion also applies when the driving license has been withdrawn by any public authority or has expired and has not been renewed (article 95 of the Traffic Code).
7. If during the accident the driver of the car is under the influence of alcohol, drugs or toxic substances within the meaning and conditions of article 42 of the Traffic Code irrespective of whether or not that violation is in a causal connection with the cause of the accident.
8. If the vehicle is used for any other use than the one mentioned in the policy and its license registration. This exclusion also includes the damage caused by two-wheelers or by passenger car for private use at the time they are used for any professional use.
9. If the vehicle has not been inspected by the MOT (Roadworthiness Test Centre) control, provided that the driver was obliged to do so, or during the inspection was not considered liable for circulation.
10. From the cargo carried or cargo carried by the vehicle, irrespective of the driver's fault, either during loading or unloading, or while driving, and regardless of whether the violation caused the damage to occur.
11. When the vehicle carries a cargo or passengers beyond the permitted maximum limit indicated in its license registration.
12. Directly or indirectly caused by an explosion or fire of the vehicle or fire transmitted by the vehicle or by the leakage of liquids or liquid gas of any kind of the vehicle.

13. When the vehicle is pushed by a force other than its own, or pushes another vehicle or object moving on wheels, or trailing another vehicle, or moving without the driver.
14. In private or public guarded parking spaces, regardless of whether the rent is paid or not, in proprietary or exclusive areas of the policyholder or the Insured of the policy, whether or not fenced, as well as in repair shops for vehicles, car exhibitions and piers.
15. When the vehicle is on a vehicle carrier, barge or other ship or rail or when it is loaded or unloaded from them, as well as material damages caused to third parties by any means of transit of the insured vehicle.
16. During the operation of the vehicle as a tool of a special type of vehicle, tool or machinery or truck.
17. Damages caused by the insured vehicle are not covered when it is moving on a pedestrian or pedestrian area or on courtyard space or in a pilot.
18. Are not covered damages caused by protruding additional decorative or other objects added either interior or exterior of the vehicle, which may be dangerous to the passengers or other road users.
19. From a vehicle which does not have the legal license registration or has no registration number plates due to a violation of the Traffic Code.
20. Damage to an insured vehicle that has converted engine power which has not been stated to the competent authorities of the Ministry of Transport and the Company.

**They are also excluded and not covered unless expressly agreed otherwise:**

- a) Damage to the insured car as a result of poor maintenance,
- b) Damages caused to the tires of the car if these are not relevant with other damages covered by this policy,
- c) On the policy of refrigerated or hot-cabinet cars, damage to refrigeration or heating equipment and installations in general, by any cause, unless otherwise agreed.
- d) Damage that will be caused when the car is moving away from roads intended for the car traffic or on roads prohibited by the authorities.  
and
- e) Damages caused directly or indirectly as a result of sabotage by persons acting under the direction or inspiration of any political or terrorist organization.

## **Article 25**

### **POLICY EXTENSION OF ADDITIONAL COVERAGE – GEOGRAPHICAL LIMITS**

1. Any wear and tear, loss of performance, loss of market value, and any consequential damage, caused by the loss of the car use are not covered from the policy.
2. Optional risk insurance **does not cover damages** occurred to the vehicle from the covered risks **when the vehicle is located abroad the Greek territory**, unless specifically agreed otherwise.

## **Article 26**

### **FIRE RISK COVERAGE**

1. Upon a special agreement and the payment of additional premium, damage to the insured vehicle caused by a fire due to a lightning strike as a result of a short-circuit and explosion, is covered.
2. **In addition to the above general exclusions, are not covered:**

- a) Material damages caused by an intentional arson or damage caused by deceit or gross negligence by the policyholder, as evidenced by the Public Authority document which has been seized,
- b) Material damages from spontaneous combustion,
- c) Material damages from fire caused by collision, impact, diversion, precipitation or overturning of the vehicle,
- d) Third Party Liability caused by a fire transmitted by the insured vehicle, and
- e) Damages to an insured vehicle that has converted engine power which has not been stated to the competent authorities of the Ministry of Transport and the Company.
- f) Damage to insured vehicle in which the fuel has been converted without being declared.

3. In the event of the occurrence of the present risk and the payment of indemnity, the fire risk shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for the new policy, and the sum insured is reduced to the expiry of the policy by the sum of the paid indemnity. It should be noted that it is necessary for the Fire Service Department to be at the location of the incident.

#### Article 27

##### **FIRE RISK COVERAGE AND DAMAGES CAUSED FROM TERRORIST ACTIONS, WORK STOPPAGES, STRIKES, MOBS, POLITICAL RIOTS**

1. By special agreement and payment of an additional premium, material damage from fire or other causes directly or indirectly caused by terrorist actions, whether individual or not, by a person or persons acting on behalf or in association with any terrorist organization shall be covered. Necessary condition for the payment of indemnity for the damaged action by a terrorist organization **is to take responsibility** for the harmful event from a **terrorist organization** and to have the appropriate Anti-Terrorism Service
2. Also, by special agreement and the payment of an additional premium, the material damage caused by fire or other causes, caused to the insured vehicle during work stoppages, strikes, protests, mobs and political riots shall be covered, provided that they were not aimed at overthrowing the legitimate government.
3. In the event of the occurrence of the present risk and the payment of indemnity, the fire risk shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for the new policy, and the sum insured is reduced to the expiry of the policy by the sum of the paid indemnity.
4. This policy is agreed to a deduction of € 400.00 and the Company is liable only for the damage beyond the sum of the deduction. The amount of the exclusion or the maximum cover limit may be part unilaterally by the Company with the only indication of the new limit or deduction in the policy and without the amendment of this article.

#### Article 28

##### **AIRBAGS DAMAGES**

1. Upon special agreement and payment of an additional premium, damage to the airbags of the insured vehicle shall be covered only by a collision by the fault of the insured or by accidental opening, or caused by a collision, deflection, overturning or precipitation of the insured vehicle. This coverage is provided in combination with the Crystal Breakage policy.

2. This coverage shall not apply in the case where the vehicle has not been repaired and in the case that another carrier is obliged to indemnify the damage.

3. Indemnity shall be paid only for replacement not for the total destruction of the vehicle. The Company bears no responsibility the traffic accident, when a third vehicle is responsible.

4. The present Policy is agreed with deduction of €500, 00 and the maximum liability limit is set at €1,500.00 at which the Company is liable only for the damage beyond the sum of the deduction.

The sum of deduction or the maximum liability limit may be partly change by the Company by only indication of the new limit or the deduction in the policy and without the amendment of this article.

5. In the event of the occurrence of the present risk and the payment of indemnity, the coverage for “Airbags Damages” shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for the new policy, and the sum insured is reduced to the expiry of the policy by the sum of the paid indemnity.

## **Article 29**

### **OWN DAMAGES RISK COVERAGE**

1. Upon special agreement and payment of an additional premium, own damages risk is covered, which covers damage to the insured car, caused only by collision, impact, deflection and overturning.

2. Insurance against the above risks does not cover damage to non-standard parts and equipment of the vehicle. For their coverage a special written agreement is required.

3. If not otherwise agreed or stated in the policy, same damages are not covered if caused at a time when the vehicle has been removed from its legal owner.

4. It is noted and agreed that own damages are not covered when the driver is under 23 years of age, or has a driving license without having completed a year since the date of issuance, or is over 70 years of age, is the owner or the policyholder of the policy and has not been declared to the insurer upon the conclusion of the policy and neither an additional premium is paid. Otherwise (if the driver who caused the accident is not the policyholder or the owner of the policy) the damage is covered only if a 50% premium on the annual premiums is paid to cover third party liability of the policy and to cover own damages at the time of conclusion of the policy.

When the owner, or the recipient of the insurance has not been declared during issuance of the policy and the corresponding premium has not been paid, damages will not be covered. If a 50% premium is paid on the annual premiums of the policyholder and own losses coverage, the recipient of the insurance will be entitled to 50% of the total loss after deduction of the exemption. It is expressly stated and agreed that no losses will be covered if the above conditions are not stated in a pre-condition. Otherwise the losses will not be covered.

5. In the event of this risk occurring and payment of insurance compensation, the policyholder pays additional premiums for his reinsurance, and the insured capital is reduced until the termination of the contract by the amount of compensation paid.

6. It is specifically agreed that in convertible vehicles the plastic or cloth hood are excluded from the damage from any cause. In particular, for the payment of indemnity for own damages, it is required in any case, the incident to be reported to the Police Authority, which will be called and intervene at the time of the incident, otherwise the damage will not be covered.

7. Damages to the vehicle because of bad maintenance are not covered.

8. Cover against Own damages is agreed with an exclusion of €300,00, €600,00, €1,000,00 and €1,500,00, in which case the Company is liable only for the excess sum of the deductible damage.

9. The amount of the exclusion may be part unilaterally by the Company with the only indication of the new limit or deduction in the policy and without the amendment of this article.

### Article 30

#### MALICIOUS ACTIONS RISK COVERAGE

1. By special agreement and payment of additional premium, the material damages caused by malicious acts of third parties are covered.

2. **Are strictly excluded from the above cover:**

a) Damages to the glass surfaces of the vehicle;

b) Plating or discoloration by any pigment in any part of the car.

c) Damages to non-standard parts is not covered.

3. In the event of this risk occurring and payment of insurance compensation, the policyholder pays additional premiums for his reinsurance, and the insured capital is reduced until the termination of the contract by the amount of compensation paid expiry of the policy by the sum of the paid indemnity.

4. The insurance against the risk of malicious damages is agreed with an exclusion of € 400.00 in which case the Company is liable only for the excess sum of the deductible damage. The amount of the exclusion or the maximum liability limit may be part unilaterally by the Company with the only indication of the new limit or deduction in the policy and without the amendment of this article.

### Article 31

#### TOTAL THEFT RISK COVERAGE

1. Upon agreement and payment of an additional premium, the risk of total theft of the vehicle is covered, covering the real current commercial value of the insured vehicle on the day of his theft.

2. The liability of the Company for the payment of damages exists provided that the theft was immediately reported to the police and a relevant lawsuit was filed, and was issued after ninety days (90) from the date of the relevant lawsuit and only upon presentation of a certificate by the

competent authority that the lawsuit is pending, prosecution has been brought against an unknown person and does not result from any evidence that the vehicle has been found within this time limit.

**3.** The Company is liable for the payment of the indemnity even if the vehicle is found after the above period has expired, unless the insured person chooses to keep the vehicle, returning to the Company the indemnity sum. The prosecutor is not entitled to withdraw the lawsuit even after the payment of the indemnity, otherwise he / she is obliged to indemnify any Company's loss resulting from this cause.

**4.** Damages or losses of parts or accessories of the vehicle caused during theft are not covered if the vehicle is found before the expiry of the period referred to in the second paragraph of this article.

**5.** Damages are not covered when the insured vehicle is moving on roads or in places where it is prohibited to use it or because of a restriction on its registration:

a) Solemn declaration of theft,

b) a copy of the event book from the Police Authority declaring the theft, stating the lawsuit against persons unknown.

c) a written confirmation by the Police Authority after (90) ninety days for the failure to find the stolen vehicle, and that the lawsuit is pending,

d) license registration of the vehicle to be indemnify or, in the event of being stolen, an official copy thereof, to be issued by the competent government agency,

e) a power of attorney (irrevocable) by a notary appointed by a person designated by the Company to transfer the ownership of the vehicle, whenever it is found,

f) the keys and / or the vehicle card which are available to the insured,

g) certificate of the annual circulation taxes payment, certificate of MOT (Roadworthiness Test Centre) control and a certificate that the vehicle has been declared in the owner's income statements of the previous years.

and

h) a confirmation from the tax authority department of the owner and insured are corrected. The Company may request any other document deemed necessary for the payment of the indemnity.

**6.** If the vehicle has been found by the day of payment of the indemnity (after 90 days), the Company may refuse indemnify unless no legal transfer of the ownership and / or use of the vehicle to the Company occurs.

**7.** If the vehicle is found after the payment of indemnity, the counterparty or the insured owner of the vehicle has the obligation to notify the Company immediately after it has been found.

**8.** When the Company becomes aware that the vehicle has been found, has the obligation to notify the insured within ten (10) days in writing at the address the insured has stated, and ask if he wishes to keep the vehicle and return the paid indemnity. In the event of non-response within ten (10) days, the insured is excluded from this right.

## **Article 32**

### **PARTIAL THEFT RISK COVERAGE**

**1.** Upon special agreement and payment of an additional premium, with this coverage the Company covers losses or damages caused:

a) Due to theft of parts or components of the car that are firmly attached to its body and are necessary for its movement and operation by third parties against the insured or the policyholder, up to the amount of the sum insured stated in the policy.

b) during the misappropriation of the vehicle, **as long as the policy consists the coverage of the risk against total theft**

c) which will be occurred to the vehicles body on attempt or during partial theft.

It is clarified that only the theft or attempted theft as a result of burglary is covered and provided that there are obvious signs of violation of the insured vehicle and the insured has declared and immediately denounced the theft or the attempted theft or burglary and has filed a lawsuit against the violators in the police or another competent authority.

The Company's liability arises when the above complaint has been made and the lawsuit has submitted. The cover of this paragraph is provided only if the total theft is covered.

Are excluded and not covered theft of sound systems, additional / non- factory telephones, D.V.D.'s, Multimedia applications, amplifiers, G.P.S. and televisions.

Also explicitly are excluded and not covered theft of wheel trims and tires of the insured vehicle.

**2.** Partial theft for convertible vehicles is valid only if the theft wasn't made through the vehicles fabric hood.

**3.** For partial theft insurance, the Company is excluded from the obligation to pay a percentage of 5% of the sum of each loss with a minimum sum of € 500.00 for accident and is indemnified up to 20% of the current commercial value of the vehicle.

**4.** Partial theft coverage is agreed with a deduction of € 300.00 in which case the Company is liable only for the excess amount of the deducted damage.

The sum of deduction may be partly change by the Company by only indication of the new amount of deduction in the policy and without the amendment of this article.

**5.** In the event of the occurrence of the present risk and the payment of an indemnity, such coverage shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for a new insurance, and the sum insured shall be reduced until the expiry of the policy by the amount of the paid indemnity.

### **Article 33**

#### **CRYSTAL BREAKING COVERAGE**

**1.** Upon a special agreement and payment of an additional premium are covered damages caused only to the front and back windshields and to the side windows of the insured vehicle excluding lamps, mirrors, sunroofs and glass ceilings.

**2.** **Excluded damages caused by:**

a) Damage or cost of repositioning or replacing frames,

b) damage or breakage of crystals during repairs of the vehicle or during their export and reposition,

c) surface damage to crystals (e.g. windshield wipers),

d) damages to windows which are integral with the roof of open vehicles, convertible types, unless only the glass surface can be replaced,

e) damage caused by objects inside or on the insured vehicle  
and

f) excludes breakage caused directly or indirectly from any other cause which is indemnified by another optional cover.

3. The amount of indemnity will be paid if the vehicle has been inspected and photographed by an expert of the Company before it is repaired, and after its repair the Company has filed the original invoices.
4. The above coverage is up to the sum of € 1.500,00 which is expressly agreed as the maximum coverage limit unless it is a specialized risk where the above coverage is provided up to the sum of € 5,000.00 which is expressly agreed as the maximum coverage limit.
5. In the event of the occurrence of the present risk and the payment of an indemnity, such coverage shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for a new insurance, and the sum insured shall be reduced until the expiry of the policy by the amount of the paid indemnity.
6. Indemnity shall be paid only if the crystals are replaced and it is not a total destruction of the vehicle. The company is not responsible when a third party carries the responsibility for a road accident.
7. Cover against crystal damages is agreed with a deduction of € 500.00, while for specialized risks a deduction of € 1.000,00 is agreed and the Company is liable only for the excess amount of the deducted damage, unless the repair is done by a workshop specifically authorized by the Company and the deduction is not applicable.
8. The sum of deduction or the maximum liability limit may be partly change by the Company by only indication of the new limit or the deduction in the policy and without the amendment of this article.
9. Upon special agreement and payment of an additional premium, the above coverage extends to the sunroofs of the insured vehicle under the above terms, agreements and exclusions.

#### Article 34

##### **SUNROOFS LAMPS AND MIRRORS COVERAGE**

1. Upon special agreement and payment of an additional premium, this policy covers the breakage of sunroofs, mirrors, as well as the front and back lamps (lights).
2. **Excluded damages caused by:**
  - a) Damage or cost of repositioning or replacing frames
  - b) damage or breakage of crystals when making repairs to the vehicle or when extracting and repositioning them,
  - c) surface damage to crystals.
3. The amount of indemnity will be paid if the vehicle has been inspected and photographed by an expert of the Company before it is repaired, and after its repair the Company has filed the original invoices.
4. The above coverage is up to the sum of € 1.500,00 expressly agreed as the maximum liability limit of the Company.
5. Cover against crystal damages is agreed with a deduction of € 500,00 and the Company is liable only for the excess amount of the deducted damage, unless the repair is done by a workshop specifically authorized by the Company and the deduction is not applicable.
6. In the event of the occurrence of the present risk and the payment of an indemnity, such coverage shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for a new insurance, and the sum insured shall be reduced until the expiry of the policy by the amount of the paid indemnity.



7. Indemnity shall be paid only if there is a replacement and not a total destruction of the vehicle. The Company is not responsible when a third party is responsible for a road accident.
8. The sum of deduction or the maximum liability limit may be partly change by the Company by only indication of the new limit or the deduction in the policy and without the amendment of this article.
9. This coverage is provided in combination with the Crystal Breaking Coverage.

### **Article 35**

#### **DAMAGES FROM NATURAL PHENOMENA RISK COVERAGE**

1. Upon special agreement and payment of an additional premium, covers the damage to the insured vehicle caused directly by natural hazard such as flood, thunderstorm, raging fire, storm, windstorm, volcanic eruption, tornado.
2. It is clarified that a thunderstorm-storm occurs when there are winds of 8 beauforts or higher according to the National Meteorological Services.
3. The above coverage is up to the sum of € 1.500,00, which is expressly agreed as a maximum liability limit.
4. Damage to the motor vehicle caused by frost is not covered, as well as mechanical, electrical, electronic damage to the vehicle caused directly or indirectly by natural hazard.
5. Flood damage to the vehicle when it is parked in an underground parking area as well as damage caused by ground precipitation or hail is not covered.
6. It is expressly noted and agreed that mechanical damage and damage to the electrical or electronic systems of the insured vehicle caused by frost are not covered.
7. For natural catastrophe risk coverage, the Company is excluded from the obligation to pay a percentage of 5% of the sum of each damage with a minimum liability limit the sum of €400, 00 for each damage.
8. In the event of the occurrence of the present risk and the payment of an indemnity, such coverage shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for a new insurance, and the sum insured shall be reduced until the expiry of the policy by the amount of the paid indemnity.
9. Coverage against damages from natural catastrophe is agreed with deduction of €400, 00 at which the Company is liable only for the damage beyond the sum of the deduction.

The sum of deduction may be partly change by the Company by only indication of the new limit in the policy and without the amendment of this article.

### **Article 36**

#### **DAMAGES FROM NATURAL PHENOMENA RISK COVERAGE PLUS**

1. Upon special agreement and payment of additional premium, are covered damages to the insured car that are directly caused by natural phenomena such as flood, storm, raging fire, gale windstorm, volcano eruption, wind turbine, tornado.
2. It is clarified that storm- gale occurs when there are winds of 8 Beaufort and above according to the National Meteorological Service
3. The above coverage is granted up to the amount of the vehicle's current value and with a maximum indemnity of 75% of this, with a deductible of € 300 for each damage. The amount of the deductible may be unilaterally altered by the Company with the only indication of the new amount of the deductible in the policy and without the amendment of this article.

4. No damage to the vehicle caused by frost is covered, as well as mechanical, electrical, electronic damage to the vehicle caused directly or indirectly by natural phenomena.
5. Flood damage to the vehicle is not covered when it is parked in an underground parking as well as damage caused by ground precipitation or hail.
6. It is expressly noted and agreed that mechanical damage and damage to the electrical or electronic systems of the insured vehicle caused by frost are not covered.
7. In the event of the occurrence of the present risk and the payment of an insurance indemnity, such cover ceases automatically until the end of the insurance period, unless the policyholder or / and the insured pays additional premiums for new insurance and the sum insured shall be reduced to the expiry of the contract by the amount of the paid indemnity.

### **Article 37**

#### **DAMAGES FROM HAILSTORM RISK COVERAGE**

1. Upon special agreement and payment of an additional premium the damage to the insured vehicle caused directly by hail, and if the phenomenon is confirmed timely and locally by the National Meteorological Services, is covered.
2. The above cover is provided up to the sum of € 1.500,00 which is expressly agreed as the maximum coverage limit.
3. Coverage against damages caused by hailstorm it is agreed with a deduction of €400, 00 for each damage.
4. The sum of deduction or the maximum liability limit may be partly change by the Company by only indication of the new limit or the deduction in the policy and without the amendment of this article.
5. It is expressly noted and agreed that mechanical damage and damage to the electrical or electronic systems of the insured vehicle caused by hail are not covered.
6. In the event of the occurrence of the present risk and the payment of an indemnity, such coverage shall cease automatically until the end of the cover period, unless the policyholder and / or the insured pays additional premiums for a new insurance, and the sum insured shall be reduced until the expiry of the policy by the amount of the paid indemnity.
7. Coverage against damage caused from hail is agreed with deduction of €400, 00 at which the Company is liable only for the damage beyond the sum of the deduction.

The sum of deduction may be partly change by the Company by only indication of the new limit in the policy and without the amendment of this article.

### **Article 38**

#### **BONUS MALUS PROTECTION**

1. Upon special agreement and payment of additional premium with this provision, the Bonus - Malus category is protected (not affected) exclusively by the first two damages that the insured may incur within 365 consecutive days, while in the case of a TAXI vehicle, the Bonus - Malus category is protected (not affected) only by the first damage occurred by the insured person within 365 days. For each subsequent damage it automatically entails, for the next renewal of the current policy, an increase of two points from the category he / she was in.
2. The damages are excluded from the damage witch is restored by the provision of the Glass Break Coverage and only for the Private Passengers Vehicles Class to be insured.

3. In the event that no premium is paid to provide Bonus Malus protection, the Bonus - Malus category shall be readjust according to the table in accordance with article 10 of the General Terms.

#### Article 39

##### **THIRD PARTY LIABILITY COVERAGE FROM THE OPERATION OF A VEHICLE AS A TOOL**

1. Upon special agreement and payment of an additional premium, this policy covers liability against third parties who are not passengers of the vehicle or its trailer, for damages caused by the operation of the vehicle or any machinery that is part of or adapted to it as a tool and up to the sum of € 10,000.00 for material damages and the sum of € 50,000.00 for bodily injuries, sums which are defined as the maximum liability limit of the Company for each damage.

2. **In addition to the general exclusions, are also excluded damages caused by:**

a) Accident due to precipitation, flood or water contamination,

b) damages to pipelines or cables, underground or overhead and to underground, ground or overhead pipelines, as well as damage caused to nearby buildings by piping or cable leakage or by shutdown,

c) damage to bridges, weighbridges, above ground or underground bridges or crossings, roads or anything below them due to vibration or the weight of the insured vehicle or its carried cargo,

d) bodily injuries and material damages caused by the breakage of crane lorry cables during the loading or unloading of cargo or loads of any kind where the performance of a work exceeds the manufacturer's endurance capacity,

e) bodily injuries and material damages caused by the use of the machine to perform a work exceeding the manufacturer's endurance capability or by negligence on the part of the machines operator or those involved in the execution of the project No personal injury or property damage caused by a manufacturing defect is covered.

and

f) bodily injuries to persons transferred by the vehicle, or to the things of the insured or third parties things carried by the vehicle.

Third parties are not considered to be workers or relatives or contractual partners with the policyholder and / or the insured as well as the passengers of the insured vehicle.

3. For this coverage, the Company is excluded from the obligation to pay a percentage of 5% of the sum of each damage with a minimum liability limit the sum of €500, 00 for each accident.

4. The sum of deduction or the maximum liability limit may be partly change by the Company by only indication of the new limit or the deduction in the policy and without the amendment of this article.

#### Article 40

##### **THIRD PARTY LIABILITY COVERAGE FOR PROMINENT CARGO**

1. This covers damages caused to third parties by the prominent cargo and up to the coverage limit provided by Law for bodily injuries and material damages.

2. Necessary conditions to apply the special term are:

a) the prominent cargo must not exceed the 30% of the vehicles body and

b) to have a special sign.

#### Article 41

##### **THIRD PARTY LIABILITY COVERAGE OF TRANSFERRED CARGO**

1. This covers damages caused to third parties by the transferred cargo and up to the coverage limit provided by Law for bodily injuries and material damages.

2. Necessary conditions to apply the special term are:
  - a) The Vehicle carries cargo transport license or to allow its use and
  - b) to be complied with the cargo transport rules.

#### **Article 42**

##### **MATERIAL DAMAGE COVERAGE CAUSED BY UNINSURED VEHICLE**

1. By special agreement and payment of an additional premium under this special condition and in accordance with the general terms and conditions of compulsory motor third party liability insurance, it is noted and agreed that the policy is extended to cover only material damages caused to the insured vehicle which bears Greek license plates, following a collision with another certified uninsured vehicle and up to the sum of € 15,000.00.
2. The amount of the indemnity owed by the Company is exactly equal to the amount that the Auxiliary Fund is required to in accordance with current legislation.
3. Necessary conditions to apply the special term are:
  - a) To be involved only two vehicles in the road accident,
  - b) to require a claim only for material damages (they do not fall under the special term accidents when they bodily injuries and the material damages coexist),
  - c) proved by official documents to confirm beyond any doubt the responsibility of the certified uninsured vehicle,
  - d) the third vehicle to be confirmed by the competent police authorities and the Information Center as uninsured,
  - e) the insured must take all necessary measures to secure his / her rights under the law against the third party responsible for the repair of the damage and
  - f) the insured has legally notified his / her claim to the Auxiliary Fund and the statutory deadline for payment of compensation has expired.
4. Claims are not covered due to a reduction in the purchase value of the insured vehicle, due to its deprivation to use or any other positive or consequential damages that the insured may claim on his / her own behalf from the third party or the Auxiliary Fund or any insurance company in accordance with current legislation.
5. The Company as soon as indemnifies the insured, is entitled to all the rights against the third party responsible for the accident or the Auxiliary Fund or any insurance company if it is considered that the third vehicle originally deemed uninsured had a coverage, as defined by the Law, for the sums of material damages paid.
6. The Insured grants every right as well as the power of attorney so that the Company can act extrajudicial or judicial in its name or in his / her name for indemnification by the third party or the Auxiliary Fund or any insurance company.
5. This coverage is agreed with deduction of €300, 00 at which the Company is liable only for the damage beyond the sum of the deduction. The sum of deduction may be partly change by the Company by only indication of the new sum in the policy and without the amendment of this article.

### Article 43

#### THIRD PARTY LIABILITY DUE FIRE.

Material damage to **third parties** caused by fire of the insured vehicle at the time of stationary (parking) due to self-ignition or short-circuiting up to the amount of €10,000.00 and up to 25% of the current value of the insured vehicle is covered.

The maximum liability limit may be partly change by the Company by only indication of the new limit in the policy and without the amendment of this article. Especially for the payment of indemnity it is necessary in any case the incident to be reported to the Fire Service Department, which will be called and will be dealt with at the time of the event, otherwise the damage will not be covered.

The restrictions and exclusions in Article 24 apply.

### Article 44

#### THIRD PARTY LIABILITY FOR PROTECTED PLACES

Damages to third parties are covered from movement and operation of the insured vehicle at the time the insured vehicle is in guarded areas (garages, exhibitions, etc.).

### Article 45

#### FUEL LEAKAGE THIRD PARTY LIABILITY

Damages to third parties are covered from movement and operation of the insured vehicle due to leakage of fuel from the insured vehicle which are used only for its movement.

### Article 46

#### THIRD PARTY LIABILITY DURING VEHICLES TRANSPORTATION

Damages to third parties are covered from movement and operation of the insured vehicle at the time of transport, loading, unloading of the insured vehicle, to any means of transportation (ship, train).

### Article 47

#### BABY ON BOARD COVERAGE

Covered by special agreement and payment of an additional premium, the damages caused to a Baby seat which is fitted (according to safety standards) in the insured vehicle.

- It is expressly agreed that the damage caused as a result of impact, collision and / or overturning of the insured vehicle are covered.
- The above coverage is up to the amount of **€ 150.00** which is expressly agreed as the maximum liability coverage.
- Indemnity is paid if there is a replacement of the seat, which is evidenced by the purchase invoice. The maximum indemnity limit is **€ 150.00**
- The Company bears no responsibility if a third party carries the responsibility for the traffic accident.
- In the event of the occurrence of the present risk and the payment of insurance indemnity, this cover ceases automatically until the end of the insurance period, unless the policyholder and / or the insured pays additional premiums in order to continue the insurance, and the sum insured is reduced until the expiry of the policy by the amount of the paid indemnity.

## Article 48

### **TOTAL DESTRUCTION VEHICLE INSURANCE**

- By paying additional premium the Company assumes the compensation for total destruction of the insured vehicle exclusively caused from crash , collision, deflection, inversion and precipitation up to the amount indicated on the insurance coverage table, which constitutes and the maximum amount of liability of the Company.
- As total destruction of the vehicle is considered to be caused material damage exclusively from the above causes, the cost of which exceeds 80% of its current market value at the date of the injury or is technically impossible to repair the insured vehicle. It should be mentioned that is covered the actual current value of the car on the day the damage occurs. The residual value is deducted from the amount of compensation.
- Necessary condition for the payment of compensation is that the occurrence is proved evidenced by a copy of the incident report of the Police Authority, 35 activating accident care, which should come to the place of the accident accident and any other Public Document requested by the company for compensation payment. In case of an accident, which will cause total damage to the insured vehicle from the above causes and will occur at the time the referred car insured is driven by a driver younger than 21, without the expected insurance premium provided has been paid at the time of insurance, the Company will pay only half (50%) of the relevant compensation. The General and Special Insurance Conditions and exceptions that apply accompany the insurance document and as defined by the Company.

## Article 49

### **CIVIL LIABILITY OF CARRIER AGAINST CARGO**

- By special agreement and an additional premium of payment, only material damages are covered for transport vehicles serviced and transported by special road assistance vehicles intended for this purpose and which will cause the transport vehicle to be hit, struck, and deflected, only during loading, shipping and unloading. No damage is caused if the vehicle is towed. The general and specific exceptions apply.
- It is also specifically and explicitly agreed that no damage caused by inadequate or inadequate means of transport or lack of concern for the proper loading and transportation of the serviced vehicle shall be covered.
- In the event of an insurance risk and the payment of insurance compensation, it is necessary to have an accident care incident.
- A prerequisite for the provision of insurance indemnity is that there is a record of road assistance requiring transportation prior to loading and transport.
- The above coverage is provided up to the amount of Euro 10,000.00 with a discharge of Euro 600.00 for each loss.

### SECTION III

#### GENERAL TERMS FOR PERSONAL ACCIDENT INSURANCE OF THE VEHICLES DRIVER

This insurance is provided with the same policy covering the compulsory motor third party liability and is valid if it is not canceled or modified by the General Conditions (compulsory motor third party liability insurance).

#### Article 1

##### OBJECT OF INSURANCE

The Company, under the terms of this policy, covers the driver of the insured vehicle for bodily injuries as a result of a road accident that will be occurred within the Greek territory at the time of boarding, traveling, disembarking or simply located within the insured vehicle, either is in motion, for the sums listed in the coverage table and only for the following cases: α) Death from an accident

β) Permanent total disability from accident.

γ) Permanent partial disability from accident.

#### Article 2

##### DEFINITIONS

In these General and Special Terms the following definitions are used with the respective interpretations:

**Company or Insurer:** a foreign limited insurance company under the corporate name «QIC Europe Limited» with distinctive title «QEL» based in Malta, The Hedge Business Centre, Triq ir-Rampa ta' San Giljan St. Julians, STJ1062, which operates legally in Greece with Free Provision Services.

**Policyholder:** The person who concludes the insurance contract with the Company.

**Insured:** the current driver of the Vehicle

**Accident:** Accident within the meaning of this policy is considered to be the cause of an event occurring from the covered risks due to an external, accidental, visible, sudden and completely independent of the will of the insured, always related to the driven vehicle which is insured to the Company

**Vehicle:** The vehicle referred to the policy.

**Beneficiaries:** The legal heirs of the insured in the event of his / her death.

**Premium:** The amount paid by the policyholder to the Company for the insurance.

**Sum Insured:** The maximum liability limit paid by the Company in the event of an accident, irrespective of the type of provision, and which is included in the coverage table, as applicable for each cover period.

#### Article 3

##### PROVISIONS DESCRIPTION

###### A. LOSS OF LIFE:

If the accident results the death of the insured within one year from the date of the accident, the Company will pay to the beneficiaries the prescribed sum insured according to the policy

###### B. PERMANENT DISABILITY- TOTAL PERMANENT DISABILITY:

a. When the accident and only that, results partial or total disability found within one year from the date of the incident, the Company will pay the sum insured specified in the policy.

Permanent total disability is considered limited in the following three cases:

1. The total loss of vision of two eyes, or the total loss of function of two arms or both hands or two tibias or the two legs or both losses of one upper limb or one eye and one limb.
2. Total continuous paralysis

3. The state of incurable insanity (traumatic or post-traumatic brain condition) which makes the insured unable for employment or work for lifetime.

b. Where, as a result of the accident, is the permanent partial disability found within one year from the date of the incident, which makes the insured objectively partially disable of any work or employment for lifetime, the Company will pay as appropriate - as specified in the table below - percentage of the amount of permanent total disability in the policy.

Οι περιπτώσεις Μόνιμης Μερικής Ανικανότητας είναι περιοριστικά οι ακόλουθες:

The cases of Permanent Partial Disability are limited the following:

**TABLE OF DISABILITY PERSENTAGE**

<b>CASE OF PERMANENT PARTIAL DISABILITY</b>	<b>RIGHT</b>	<b>LEFT</b>
Total loss of one of the upper limbs	70%	60%
Total loss of the arm or forearms	60%	50%
Total loss of thumb	18%	16%
Total loss of the index finger of the hand	14%	12%
Total loss of middle finger or ring finger of the hand	8%	8%
Total loss of the small finger of the hand	8%	8%
One of the lower limbs: above the knee	60%	60%
From the knee or below it	50%	50%
The leg	40%	40%
The big toe of the foot	5%	5%
Any other toe of the foot	3%	3%
Vision in one eye	50%	50%
Total deafness of one ear	10%	10%
Total deafness of both ears	40%	40%

In case the insured is left-handed, the percentages for the various right and left hand disabilities are reversed.

It is understood that an accident gives right for a single indemnity for death or permanent disability. If the insured dies within one year from the date of the accident and has already been indemnified for permanent disability, the Company will pay to the beneficiaries the difference between the already paid indemnity and the sum provided in the case death. The total and permanent loss of functional use of an organ or body member is considered as an anatomical loss of organ or member, and in the event of partial loss of functional use, the above percentages are reduced depending on the lost functionality.

In the case of anatomical or functional loss of several organs or members of the body, the sum of indemnity is calculated by adding the percentages corresponding to each damage up to a maximum liability limit of 100%.

Permanent disability of each phalanx end of the fingers, with the exception of the thumb, is considered to be only its total removal.

The indemnity sum for functional or anatomical loss of a phalanx of the thumb or big toe, is half the percentage determined for the total loss of these fingers, while for the same loss of another finger, the indemnity sum is one third of the corresponding percentage.

In the case of total disability which is not specified in the above table, the indemnity sum is determined by calculating, in relation to the rates of cases set out, the degree to which the general



ability of the insured to exercise any lucrative work, irrespective of his profession, has been reduced.

In case of anatomical loss or reduction of functional use of an organ or body member that was defective, the above percentages are reduced by the degree of the previously existing disability. If the insured suffers from total and incurable paralysis or incurable insanity due accident, the Company assimilates these cases with 100% permanent disability and pays the sum indicated in the coverage table.

#### **C. MEDICAL EXPENSES FROM ACCIDENT**

The Company pays the insured during the period of cover the total of the accredited medical expenses for the first accident, which occurred within one year from the date of the accident and up to an annual amount of three hundred euros (€ 300.00)

#### **D. DAILY HOSPITAL ALLOWANCE**

The Company pays a daily allowance of six euros (€6.00) for each day of hospitalization to a Nursing Institution (according to discharge) and a maximum payment of allowance of thirty (30) days per year.

Beneficiaries of death indemnity are the legitimate heirs, and in the event of injury, the injured driver himself.

#### **Article 4**

#### **EXCLUSIONS - LIMITATIONS**

##### **The policy is not valid and no indemnity is payable or paid if:**

1. if a driver is not in possession of a driving license provided for by law for the category of the vehicle that drives, whether or not such violation has contributed to the occurrence of the insurance risk,
2. if the vehicle transfers a cargo or passengers in excess of the permitted maximum limit indicated in the license registration or in relevant adjudications of the competent authorities without investigating the effect on the accident,
3. when the vehicle is used for a different use from that indicated in the license registration,
4. for accidents due to sudden sickness, loss of consciousness, disorder or serious negligence due to any cause, and in particular as a consequence of intoxication, abuse of psychoactive substances, drugs and hallucinogens,
5. for accidents that occurred during the car's participation in demonstrations or festive events or in official or informal competitions and on the relevant test runs (trainings),
6. for the direct or indirect bodily injuries caused by the transformation of the atomic nucleus (prosses) from the radiation caused by the artificial acceleration of atomic particles,
7. for accidents caused by raids, war, riots, uproars, demonstrations, strikes, coups or revolutions, terrorist actions, earthquake, flood, volcanic eruption, landslides, or other natural disorder and causing large-scale destruction by mass human accidents or not,
8. for accidents resulting from criminal offenses of the insured, suicide or attempt of suicide or deceit or gross negligence,
9. for accidents of the insured caused directly or indirectly by an explosion or fire of the vehicle,
10. for accidents that will occur when the vehicle is moving away from roads intended for traffic, or on roads prohibited from circulation by the authorities,
- 10a. if during the accident the driver of the vehicle is under the influence of alcohol, drugs or toxic substances within the meaning and conditions of article 42 of the Traffic Code, without investigating the effect on the accident,

10b. if the driver is under 23 years of age or has a driving license without having completed a year from the date of its issuance or is over 70 years of age,

10c. for accidents caused by the insured's intention,

10d. accidents caused directly or indirectly by a disability or a serious or chronic illness and the consequences or complications the insured suffered before the policy,

10c. any form of sickness, illness, occupational or non-occupational disease, operations that are not the cause of an accident covered by this policy

10d. accidents from the cargo carried by the vehicle or when the vehicle is pushed or towed by any force other than its own or when the vehicle itself pushes or tows another vehicle or when the driver is not in his / hers seat

10e. accidents occurred outside the insured vehicle are not covered,

10f. accidents caused after the theft of the vehicle.

## Article 5

### ACCIDENT ANNOUNCEMENT – OBLIGATIONS OF THE INSURED / BENEFICIARY

1. The Insured or the legal heirs or any other person acting by order and on their behalf is obliged to declare to the Company any accident within eight (8) working days from or at the time of becoming aware for the accident.

2. The beneficiaries of the indemnity hereby authorize the Company with this policy to obtain any information or background record from the doctors and hospitals involved in the accident and carry out any necessary investigation, thus removing any commitment from medical confidentiality.

3. Beneficiaries of indemnity also undertake the responsibility to supply the Company with any necessary document, which at its discretion is necessary for the objective assessment of its obligation, both for the payment of the indemnity and its amount.

4. Where the failure to comply with these obligations is due to very important causes, the beneficiary must prove them in order to maintain the indemnity right.

## Article 6

### CRITERIA – INDEMNITY PAYMENT – COMPANYS' LIABILITY

1. The payment of indemnity is made immediately after the examination of the supporting documents submitted and must be those which the Company has requested for the payment of the indemnity.

2. The sums insured in this policy constitute the maximum liability limit of the Company within the same annual duration.

3. After a damage has been settled, no subsequent claim shall be reviewed, even if it was the proximate cause of the accident.

4. The Company will indemnify for the direct and exclusive consequences of the accident that are independent of physical or pathological conditions that existed prior the policy.

5. In the case of disabilities or physical defects which existed prior the policy, indemnity for permanent disability shall be paid only for the direct consequences of the accident as if the person had been physically intact without taking into account the worsening of the damage resulting from the pre-existing situations, and any conditions possibly specified in the special terms of the policy applies.

6. For determining the permanent total disability of the insured in the event of an accident, the Company is not bound by the discretion of the competent health committee for both the

existence of the disability and the percentage. The existence of the disability and its percentage will be determined by a committee, chosen by the Company, and will have a specialty relevant to the subject to be examined.

7. When the indemnity is paid for expenses already paid, the insured must also submit to the Company the originals of the relevant receipts of medical fees, analytical accounts and other receipts.

8. The original documents submitted will remain in the Company's records. If the Company pays partly the supporting expenses, will return the above original documents if requested in writing, after the payment date and the amount paid have been noted.

9. If the policyholder or the insured for the same event are also entitled to indemnity from another insurance, the Company based on this policy pays only the difference between the sum to be paid by the insurer and the total sum of the expense of the insured, within the limits of the sum insured. For the purpose of recovering this difference, the beneficiary of the indemnity must provide a relevant certificate from the insurance from which was indemnify. In the event that are more than one beneficiaries, the sums insured are paid to them equally in the event of death, or otherwise, depending on the disability of each beneficiary.

10. The sums insured under the policy are the maximum liability limits, depending on the case of liability of the Company within the same annual cover period.

11. After the settlement of the claim no subsequent claim for the same cause shall be reviewed.

12. The coverage is automatically terminated after an accident which result the death or permanent total disability of the insured. In this case no reimbursable premium for the rest of the cover period is returned.

#### **Article 7**

##### **NECESSARY DOCUMENTS IN THE EVENT OF DEATH**

If the Insured loses his / her life from a traffic accident immediately or no later than one hundred and eighty (180) days of its occurrence, the Company will pay to the beneficiaries in one (1) year the sum specified in the Provisions Table for the case of death from an accident.

The Company pays the indemnity only after submitting all the following supporting documents: a) Copy of the criminal case relating to the traffic accident or any other relevant official document. b) Death certificate of the insured and a death certificate given by a doctor or a hospital.

c) Birth certificates of the insured and the beneficiaries.

d) Certificate of next kin.

e) Certificate of non-publication of a will or a copy of a will that has been published and declared as the main one.

f) Certificate of non-denial and non-infringement of inheritance right.

g) Certificate of inheritance (if necessary and requested by the Company).

The Company has the right to ask the claimant to provide any additional document deemed useful.

#### **Article 8**

##### **SERIES OF CLAIMS**

In case of an accident, if there is a collusion of compensation claims under the provisions of A and B of this article, the Company has the obligation to pay only one and the one that is the highest. If, after the payment of the indemnity for any of the provisions A or B of this Article, a claim for indemnity and another provision of the same Article has been made, the Company has the

obligation to pay only the difference between the sum of indemnity already paid and of the amount of the subsequent claim.

#### **Article 9**

##### **ARBITRAL EXPERTISE**

1. In the event of disagreement for the degree of disability or the consequences of the bodily injury, its causes, extent and rehabilitation, the parties agree to resolve such disagreement by arbitration, to be held in Athens in accordance with the provisions of the Civil Procedure Code.
2. Before the arbitration is terminated, any claim by the insured or the beneficiaries against the Company for the payment of the indemnity is unacceptable.

#### **Article 10**

##### **PROOF FOR THE RIGHT TO INDEMNIFY**

Proof of all the necessary documents for the establishment of the right to indemnify shall be borne by the insured or the beneficiaries according to the terms hereof.

#### **Article 11**

##### **DUTIES AND TAXES**

All present and future duties, taxes, or other bookings that are chargeable to the policy, premiums, receipts or indemnities that depend on are borne by the contracting party, the beneficiary or other persons entitled to the policy, even if they are have been paid in advanced by the Company.

#### **Article 12**

##### **JURISDICTION - APPLICABLE LAW**

For any disagreement arising from this policy Greek law will be applied and only the courts of Athens are designated as competent.

Direct Settlement Agreement for Damages due Traffic Accident  
«DIRECT PAYMENT SYSTEM- D.P.S»

---

---

## Amicable Settlement Conditions

Amicable Settlement (Direct Payment System) is an agreement between insurance companies for indemnity and loss management method, which is applied under certain conditions. The main advantage is the speed of indemnity, as the insured, who is not in fault, is indemnified by his own insurance company. The Amicable Settlement system has been implemented since mid-2000.

Initially, it concerned only indemnity from material damages. Since 1<sup>st</sup> September 2005, it also covers accidents involving minor bodily injuries.

The Amicable Settlement Agreement applies the Direct Payment System (DPS) in the event of a motor vehicle accident, provided that both insurance companies involved are participating in the amicable settlement system. In accordance with this system the insurance company of the driver who is not in fault may indemnify him for the account of the insurance company to cover the liability of the driver in fault.

### Article 1

#### Implementation conditions

The Agreement shall apply provided that the following conditions are fulfilled cumulatively:

- a. Accident collision between two or more vehicles insured for their third party liability by the contracting insurance companies. The Agreement shall apply even if the liability of two of the vehicles involved is covered by the same insurance company.
- b. An accident involving a collision between more than two vehicles shall be settled in accordance with this Agreement, where it is possible to settle per two vehicles.
- c. Completion and signing the Amicable Statement from the two drivers involved.
- d. The amount of material damages to a vehicle is indemnified equal to or less than the agreed sum insured, as determined in accordance with Article 5 hereof.
- e. The amount of bodily injuries of the driver and / or passengers who are indemnified in total and by person equal to or less than the agreed sum insured, defined in accordance with Article 5 hereof.
- f. Accident caused by cargo or leakage of liquids or liquefied gases of any nature used for the operation of an engaged vehicle or from a component detached from an engaged vehicle, even if there is no collision between the two vehicles involved, falls within the scope of this Agreement.
- g. In the event that damage to an object other than the vehicles is caused by the collision of the vehicles involved, especially in streetlight poles, road signs, dumpsters, fence walls the settlement of the damage to the vehicles involved is in accordance with the Agreement. Any claim for the damage to the object is made by the insurer who covers the liability of the driver in fault, apart from the Agreement.
- h. The Agreement also applies in the case of the existence of own damages coverage for the vehicles involved.

### Article 2

#### Completion of Amicable Settlement Form

1. The Amicable Statement form in order to implement the Agreement must have completed the following paragraphs:

- Par. 1: Date of the accident
- Par. 2: Place
- Par. 3: Injured
- Par. 4: Material damage to other vehicles
- Par. 6: Insured
- Par. 7: Vehicle
- Par. 8: Insurance Company
- Par. 9: Driver
- Par. 12: Accident conditions
- Par. 13: Accident drawing
- Par. 15: Drivers signatures

2. Failure to complete a paragraph of the Amicable Statement from the aforementioned may be replenished by agreement of the contracting insurance companies.

3. In the event that one of the parties involved in the accident fails to deliver the Amicable Statement to the insurance company, this does not prevent the Agreement from being applied if a second prototype exists.

4. In the event of bodily injury, the parties involved in the accident also complete the Accident Statement on the back cover of each original sheet of the Amicable Statement.

### Article 3

#### Lack of Amicable Statement Form

1. The Agreement can be applied even if the Amicable Statement form is not completed.

2. In this case the determination of the fault is made on the basis of the accident statement of the insured.

3. In the case of settlement without a Friendly Statement form, the direct insurer contacts the insurer of the party in fault.

The liable insurer is obliged to respond within seven (7) working days, including the day that the contact form is electronically send.

Negative reply due to a failure to report an accident by the liable driver is acceptable only after the lapse of the sixth day of the seven-day period.

In the event that the time limit is exceeded without a reply, the direct insurer shall settle the damage in accordance with his assessment.

In the event of a negative reply by the liable insurer, the Agreement is not applicable.

### Article 4

#### Agreement Implementation Limits

The agreed limits for indemnity for material damage and bodily injury are the amounts determined by the Management Committee. From April 1<sup>st</sup> 2010 those amounts count to € 6,500 for material damages indemnity and from 1<sup>st</sup> September 2011 for the indemnity for bodily injuries to € 30,000 for each accident as total and up to a maximum liability limit of €12,000 per injured person. In the event of an accident involving more than two vehicles, the applicable limit of material damage is applied per settlement between the two vehicles.

## Article 5

### Covered Bodily Injuries

1. Indemnities for bodily injuries up to € 500 per injured, does not require medical expert's report and are covered: Doctor's fees, hospitalization expenses, diagnostic examinations, pharmaceutical care and the expenses of the injured person transport by the existence of prototypes proving the above.
2. Indemnities for bodily injuries exceeding € 500 and up to € 12,000 per injured a medical expert's report is required and: In addition to the above, loss of income or /and financial indemnity for non-pecuniary damage are also covered.

For Indemnity, original public hospital documents, medical advice, or a certificate from a social security institution that certifies the bodily injury are required.

## Article 6

### Covered Material Damages

Irrespective of any other damages, the covered material damages, which must not exceed the agreed limit of the Agreement, includes:

- a. Repair expenses or indemnity due total vehicle destruction, including taxes
- b. The cost of helmets, clothing and bicycle suitcase replacement as well as the vehicles covering.
- c. vehicles transportation expenses

## Article 7

### Direct Insurer –The insurer of the party in fault

1. In the event of damage settlement, as applicable to this Agreement, a contracted insurance company (direct insurer) shall indemnifies directly the insured on behalf of another contracting insurance company covering third party liability of the liable driver (insurer of the party in fault).
2. In the event that for any reason the direct insurer does not ultimately indemnifies his policyholder, including the case where the indemnity cannot be paid due the expiration of 24 months from the day of the occurrence of the accident, upon request the direct insurer shall deliver without any further delay to the insurer of the party in fault all the documents required for the settlement of the damage.

More relevant information on the Direct Payment System (Amicable Settlement) as well as the full text of the agreement can be found in H.A.I.C.'s website (E.A.E.E.)

<http://www1.eaee.gr/filikos-diakanonismos>



**Bank of Greece content, Brief reference of Act 87 / 5.4.2016 (Government Gazette B' 1109/19.4.2016) relating to Damage Settlement Procedure and the Indemnity of Motor Third Party Liability Insurance from the use of vehicles**

This Act of Bank of Greece applies since 19<sup>th</sup> April 2016 (Article 10 of the Act) and is applied by all insurance companies operating in Greece in third party liability insurance sector for land motor vehicles (Article 1 of the Act). In implementation of Article 7 par. 2 of the above Act, which provides a mandatory brief reference of the content of this Act in the policy, the following are listed:

**Regulations concerning Damage Settlement Procedure**

1. The Insurance Company is obliged, in accordance of Article 6 par. 6 of the Presidential decree 237/1986, to present to the party who suffered the damage, within three months from the date of receipt of the application for indemnity, either a) a written justified offer of indemnity in the event that liability is not contested and the damage has been assessed, or b) a written justified reply (denial) on the points contained in the indemnity application where the liability is disputed or has not yet been clearly established or if the damage has not been fully assessed (Article 3 of the Act, Article 6 par. 6 and 9 of the Presidential decree 237/1986).

2. The insurance company is obliged to deliver to the insured person together with the insurance policy a Road Accident Declaration Form and an Application for Indemnity form (Article 7 of the Act). With the Indemnity Application, example of which is given in the Annex of the Act, the party who suffered the damage is required to declare to the insurance company, amongst others, the location of his vehicle in order to carry out an expert's report on the vehicles damages. The Application for Indemnity is submitted in any convenient way (forwarded by letter, fax, email, mobile phone message) or are presented at the Company and at the offices and natural or legal persons designated by the company and posted on its website, which provide a relevant receipt for delivery. Minimum content of the Proof of Delivery – Receipt of the documents is the serial number of the issued receipt, the representation of the trade mark and the name of the Insurance Company, the name and address of the insured or the party who suffered the damage, his signature, the description of the type of the document that has been delivered and received, the date of delivery and receipt of the document, the name, status and signature of the receiving employee. With the Proof of Delivery – Reception are inclosed: a) The Hellenic Post Office document signed by the employee of the insurance company for the reception of the registered letter, b) the proof of fax transmission to the number that the Insurance Company has posted on its website c) the proof of transmission to the e-mail posted by the Insurance Company to its website d) a mobile phone message to the number that the insurance company has posted on its website and e) legal officer's performance report (Article 4 and Acts Annex).

3. If the insurance company deems necessary, it will carry out an expert's inspection on material damages within 15 days if the accident occurred in Greece and within 25 days, in general, if it happened abroad. These deadlines shall start on the date submitted to the insurance company the Application of Indemnity of the person who suffered the damage, and provided that the vehicle has been found at the place where the party who suffered the damage informed that the vehicle is located (Article 5 of the Act).

4. The Insurance Company offer of indemnity must include at least the exact amount of indemnity to the parties who suffered the damage, as well as the place, time and method of payment of the amount of the indemnity or the total restoration of the damage (Article 6 par. 1 of the Act).

5. The payment period indicated in the offer of indemnity may not exceed ten days from the offer unless specifically agreed by the parties. In case of agreement of the total restoration of the damage, this period of time may not exceed 20 days of the agreement unless otherwise specifically agreed by the parties (Article 6 par. 2 of the Act, Article 6 par. 8 of the Presidential Degree 237/1986).

6. Subject to the provisions of the Law 2472/1997 for Protection of Personal Data, insureds and parties who suffered the damage are entitled to receive copies of all the documents kept by the insurance company about the incurred damage, the outcome of which has a legitimate interest, as well as proof of their delivery and receipt. Copies of the documents bear the stamp of the insurance company (Article 8 of the Act).

7. The violation of the provisions of this Act provides for the sanctions imposed in the article 256 par. 3 of Law 4364/2016 (Article 9 of the Act).

### **INFORMATION FORM OF ARTICLES 150 and 151 of Law 4364/2016**

In accordance to the Law 4364/2016 and Law 2496/1997 this form must be delivered to you at the time of submitting your application - insurance proposal. Based on your application - proposal, the Company will issue the insurance policy after you have paid the relevant premiums and will be delivered to you as soon as possible. According to the relevant European Union directive, which was incorporated into the Greek insurance legislation by the Law 4364/2016, each insurance company is required to notify to the policyholder prior the conclusion of the insurance a document containing the following information:

#### **COMPANYS INFORMATION**

The Company «QIC EUROPE LIMITED» with the distinctive title of «QEL» is a foreign insurance company based in Malta (addressed at The Hedge Business Centre, Triq ir-Rampa ta' San Giljan. St Julians, STJ1062, Malta, website: [www.qiceuropeltd.com](http://www.qiceuropeltd.com), email: [QEL-info@qiceuropeltd.com](mailto:QEL-info@qiceuropeltd.com)) and operates in Greece casualty insurance under the Freedom to Provide Services in accordance with the provisions of the Law 4364/2016. Special Representative in Greece is the Societe Anonyme company under the name «Q REPRESENTATIVE INSURANCE AND REINSURANCE COMPANY S.A » with the distinctive title of «QREP S.A.», with T.R.N. 800647669 tax office F.A.E. Piraeus, based in 171, Syngrou Avenue, Nea Smyrni 171 21 Athens - Greece with contact telephone +30216 200 8080 website: <http://www.qrepsa.com>, email: [info@qrepsa.com](mailto:info@qrepsa.com). The Company is supervised by the Malta Supervisory Authority

#### **INFORMATION CONCERNING THE INSURANCE POLICY APPLICABLE LAW - JURISDICTION OF COURTS**

In the case of conclusion of an insurance policy for compulsory insurance, this policy is governed by the Greek law (Article 145 par. 2 Law 4364/2016).

In all other cases of third party liability of casualty insurance the parties are free to decide the applicable law to the insurance policy. The Company proposes the Greek law as applicable.

Any dispute that may arise from the insurance policy the courts of Athens are exclusively competent. Especially for all disputes which may arise from an insurance policy of the Marine Department the exclusive jurisdiction has the Courts of Piraeus.

## **GREEK LANGUAGE**

The language in which the terms of the insurance policy are used, in which the applicable legislation is required to provide prior information to the client and to which the Company will communicate with the client during the insurance policy, is in any case the Greek.

## **BEGINNING AND DURATION OF COVERAGE ENTRY INTO FORCE**

The validity of the coverages starts from the issuance of the policy, provided that the gross premium set in the policy is paid in full. The duration of the insurance is defined in the insurance policy.

## **DECLARATION OF OBJECTION**

In accordance with Article 2 par. 5 of Law 2496/1997 the policyholder or the insured has the right within a period of one (1) month from the date of receipt of the insurance policy to declare his / her objection to the content of the insurance policy delivered to him / her, because its content deviates from the application of the insurance submitted.

In accordance with Article 2 par. 6 of Law 2496/1997 the policyholder or the insured has the right within a period of fourteen (14) days from the date of receipt of the insurance policy to declare his / her objection as the insurance policy was delivered without the general and special terms as well as the Information Form of Article 150 and 151 of Law 4364/2016.

The forms with which the above rights are exercised are delivered together with the general and special terms and the insurance policy.

## **EARLY TERMINATION OF THE INSURANCE POLICY**

The insurance policy is terminated by a complaint, in accordance with the provisions of the Articles 3, 4, 5 par. 1, 6, 8 par. 2 and 12 of Law 2496/1997 or as agreed in accordance with the terms of the insurance policy.

Especially for the Motor Department the insurance policy is terminated with the following ways:

A) The contracting parties in the insurance policy can terminate the said policy at any time by a written agreement.

B) The policyholder or the insured may terminate the policy at any time by letter sent to the headquarters of the Company under the name «Q REPRESENTATIVE INSURANCE AND REINSURANCE COMPANY S.A.» and with the distinctive title of «QREP S.A.» in 171 Syngrou Avenue, Nea Smyrni 17121, Athens-Greece, either by fax at the number +30 216 200 8089, or by email at: info@qrepsa.com. The results of the complaint with respect to the contracting parties comes directly from the date on which the complaint was received by the insurance company.

C) The insurance company may, terminate the policy by letter only if the policyholder or the insured breaches an essential condition of the insurance company and is charged with proof of the breach. By declaring the complaint addressed to the policyholder or / and the insured, it is disclosed that failure to comply with the breached substantive term within thirty (30) days of service of the complaint results the termination of the insurance policy.

D) In the case of the article 8 par. 2 of the Presidential Degree 237/1986.

## **GENERAL EXCLUSIONS OF COVERAGE**

From the coverages provided in this insurance policy the cases referred to in the relevant articles under the name «GENERAL EXCLUSIONS» of the general and special terms of insurance policies are excluded.

## **SPECIAL EXCLUSIONS OF COVERAGE**

In the additional coverages provided with the insurance policy the exceptions and conditions which apply to these additional coverages apply.

## **COMPLAINTS MANAGEMENT**

The Company has a system for the management of complaints according to the provisions of the relevant act of the Executive Committee of the Bank of Greece. As "Complaint" means a statement of dissatisfaction addressed to the insurance company by a person related to the insurance policy or the insurance services provided. The written complaint is submitted by email to: [complaints@qrepsa.com](mailto:complaints@qrepsa.com), with fax at +30 216 200 8059 or by Post addressed to 171, Syngrou Avenue, Nea Smyrni 17121 Athens-Greece. The Company has appointed Mrs. Fotini Tamia who coordinates the correct and timely complaint handling process that is submitted within fifty (50) calendar days. The policyholder or the insured have the right to appeal to the Greek Justice.

Q REPRESENTATIVE INSURANCE AND REINSURANCE COMPANY S.A. –  
distractive title «QREP S.A.» 171, Syngrou Avenue, Nea Smyrni 171 21,  
Athens-Greece

**T:** +30216 200 80 80 - **F:** +30 216 200 80 89  
[info@qrepsa.com](mailto:info@qrepsa.com) [www.qrepsa.com](http://www.qrepsa.com)

**T.R.N.: 800647669 – Tax Office: F.A.E. PIRAEUS**