

GENERAL AND SPECIAL TERMS OF THIRD PARTY MOTOR LIABILITY





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SECTION I

GENERAL INSURANCE CONDITIONS - COMPULSORY MOTOR THIRD PARTY LIABILITY INSURANCE

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

These General and Special Terms use the following definitions with their respective interpretations.

DEFINITIONS

<u>Company or Insurer</u>: means the foreign insurance company under the name "QIC Europe Limited" and distinctive title "QEL" based in Malta, Pendergardens Business Centre, Level 1, Office 11/12, St. Andrews Road, St. Julian's,

STJ1901, Maltalegally carries out its activity in Greece under the Freedom to Provide Services.

<u>Policyholder</u>: is the individual or legal person who contracted with the Company for the preparation of the insurance policy.

<u>Insured</u>: is the individual or legal person who derives his rights from the insurance policy and for whose benefit the insurance is concluded.

<u>Insurance Policy</u>: is the contract whereby the Company undertakes, against a premium, the obligation to pay compensation in case of occurrence of the insurance risk. Indicatively, it includes the Insurance Proposal, the Insurance Policy, the General and Special Terms and the Additional Acts issued based on the agreed amendments.

<u>Insurance Amount</u>: is the maximum limit of compensation paid by the Company in case of occurrence of the insurance risk.

<u>Premium</u>: is the amount that the policyholder pays to the Company for the insurance coverage provided.

<u>Capital</u>: is the current commercial value of the insured vehicle, which is calculated based on its type and age.

<u>Compensation or Indemnity:</u> is the obligation of the insurer arising from the occurrence of the insurance risk and consists of a monetary benefit or compensation for the damage as such.

<u>Deductible</u>: is the participation of the insured in the compensation according to what has been agreed.

<u>Insurance Period</u>: is the period within which the Company provides the insurance coverage. <u>Vehicle</u>: is the wheeled vehicle described in detail in the insurance policy that moves on the ground and not on rails, with the help of mechanical force or electricity regardless of the number of wheels. A car is also considered to be any trailer wheeled with the main vehicle or not, as well as a bicycle with an auxiliary engine.

<u>Accident – Claim</u>: is any external, violent, sudden and foreign to the intention of the insured, which will have proven to have occurred during the insurance period and causes material damage, bodily injury or loss of life.

<u>Information Centre</u>: is the service unit of the Auxiliary Fund for Motor Accident Liability Insurance, in accordance with the article 27b of Law 489/76.

ARTICLE 1 CONCLUSION OF INSURANCE POLICY

- This policy has been drawn up and is valid based on the insurance proposal submitted
 to the Company by the insured, fully and accurately completed and based on the written
 answers to any additional information requested. The premiums were calculated
 according on these facts.
- 2. The insurance proposal does not constitute an insurance policy and does not bind the Company in any way. If the Company accepts the risk, the validity of the insurance coverage and its commencement date will be proven only by 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 submitted insurance proposal, General and Special Terms and the Additional Acts issued based on the amendments to the Insurance Policy agreed by both parties.
- 4. A term that is not included in any of the aforementioned documents does not apply, while in any case the Special Terms prevail over the General Terms.

ARTICLE 2 VALIDITY - DURATION - EXPIRY AND RENEWAL OF POLICY

1. The insurance coverage begins only with the payment of the entire premium to the Company, prior to which is forbidden to deliver the policy to the insured or the policyholder, is valid for as long as it is specified on the policy and it is proved against the responsible parties for imposing the sanctions of paragraph 4 of article 5 of

Presidential Decree 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 case of inspection by bodies responsible for imposing penalties within the above period of five (5) calendar days, it is sufficient to provide proof of payment of the required amount of the vehicle.

- 2. The Company may oppose the termination of the policy against the injured third party after sixteen (16) days from the day following the date specified in the policy that its validity expires, without requiring any other action or notification of the policyholder and/or the insured.
- 3. The renewal of the policy is allowed only after the timely payment of the premium for the next period, no later than the current policy's expiration.

ARTICLE 3 OBJECT OF INSURANCE

- Motor Third Party Liability Insurance includes the satisfaction of legal claims of third
 parties against the insured from damages caused by negligence from the circulation of
 the vehicles, as described in the policy for the following cases:
 - (a) fatal injuries to persons,
 - (b) injuries to persons,
 - (c) material damages to property that were not transported by the insured vehicle.
- 2. The following are excluded from compulsory insurance:
 - (a) who caused the accident intentionally,
 - (b) who have taken up the vehicle by theft or violence,
 - (c) who have consented to be transported by a vehicle knowing that it was removed from its legitimate owner by unlawful means or is being used to commit a criminal act.
- 3. it is not considered a third party within the meaning of para. 1 of Article 2 and para. 2 of the article 6 of Presidential Decree 237/1986, the driver of the vehicle that caused the damage.
- 4. The insurance covers the Civil Liability of the owner, the holder and any driver or servant for driving, holding the legal driving license for the category of vehicle he drives or responsible for the insured vehicle, except for the above exceptions.

- 5. Risks mentioned in the table of coverage on the first page of the policy are not covered, provided that next to them and in the relevant column, there are no insurance amounts or indications and the corresponding premiums.
- 6. If the vehicle is to be exposed to special liability risks, the insurance cover must also include them by issuing a special insurance certificate. This obligation shall apply where the vehicle is about to take part in events involving special risks, such as races or speed competitions, precision or skill.

ARTICLE 4 GEOGRAPHICAL LIMITS

- Third-party liability insurance applies to the boundaries of the Greek Territory, to the countries of the European Union, the Single Economic Area as well as to the countries whose National International Insurance Bureaux undertake to implement Section III of the Consolidated Agreement (Crete Agreement 2002).
- 2. For countries other than the above, an international insurance certificate (green card) is required, valid in these countries in accordance with Section II of the above consolidated agreement, upon prior written request of the policyholder and/or the insured, by issuing a special additional act for the extension of the policy, with the payment of an additional premium.

ARTICLE 5 INSURER MAXIMUM LIABILITY LIMIT

- The maximum limit of the insurer's liability for each accident may not exceed by capital
 the amount indicated in the policy for each type of risk covered by it, regardless of the
 amount awarded and the number of injured parties. More damages from the same cause
 are considered as a single accident.
- 2. If the insurer is obliged to pay in court or out of court in addition to the insurance premium, he has the right of recourse against the insured.

ARTICLE 6 CONTACT US

1. Where provision is made for written communication of the Company with the policyholder or the insured or the beneficiary of compensation, such communication may be made either by letter, e-mail or fax or by sending a message to a mobile telephony device, to contact details that the latter have stated in writing or by lawfully recorded conversation that they wish to transact with the Company through them.

2. The policyholder and the insured, in case of change of address, are obliged to notify the Company, without delay, in writing of their new address. The Company may take any notification to the policyholder and the insured at their last stated address.

ARTICLE 7 INSURANCE CHARGES

- The policyholder and/or the insured, at the conclusion of the policy, are obliged to communicate to the insurer all details of the insured vehicle, as well as any element or circumstance which influences the acceptance of the risk and the calculation of premiums.
- 2. If for any reason, not attributable to the insurer or the policyholder or the insured, the insurer is not aware of the above information, is entitled to terminate the policy or request its modification within one (1) month after becoming aware of such information or facts.
- 3. The insurer's proposal to amend the contract is considered as termination if within one (1) month of its receipt it is not accepted, and this is stated in the proposal document.
- 4. In case of negligent breach of the obligation provided for in para. 1 of this article, the insurer has the rights of para. 2 of this article and, in addition, if the insurance case arises before it is amended in accordance with paragraph 2 of this article or before the termination takes effect, the indemnity shall be reduced by the amount of the premium rate determined to the premium which would have been set in the absence of the breach.
- 5. In case of fraudulent breach of the obligation provided for in para. 1 of this article, the insurer has the right to terminate the policy within one (1) month from becoming aware of the breach. If the insurance risk arises within the above period, the insurer is relieved of its obligation to pay the indemnity. The policyholder is obliged to compensate the insurer for any damage because of the above breach.
- 6. During the period of cover, the policyholder and/or the insured are obliged to declare to the Company, within (14) fourteen days from the date they became aware of any change in the details of the insured vehicle, as well as any element or incident that may result in a significant increase of the risk, to the extent that if the insurer had known about it, he would not have concluded the contract or would not have concluded it under the same terms. In such a case, the Company, as soon as it becomes aware of the increase in risk, is entitled to terminate the contract or request its modification. In the event of failure to notify, the above paragraphs of this Article shall apply.

ARTICLE 8 GENERAL OBLIGATIONS OF THE POLICYHOLDER AND/OR THE INSURED PERSON IN CASE OF DAMAGE

In case of damage, the policyholder and/or the insured person is obliged to:

- 1. Notify in writing, without undue delay and at the latest within eight (8) working days from the date of knowledge of the damaging event, the Company, or its nearest representative, regardless of his fault in the accident.
- Regardless of the Authorities' actions, which should be notified as soon as the
 policyholder or/and the insured become aware of the loss event, they also must take
 any action in their best interest to secure or limit the loss. Their actions must be based
 in good faith of a diligent person.
- 3. To facilitate and give all possible and reasonable assistance to the representatives or experts of the Company, to ascertain the accident and assess the damages.
- 4. To forward to the Company, within eight (8) working days at the latest, any 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 confessions of responsibility. Any admission of liability of the policyholder and/or the insured or any agreement that increases his liability without the written consent of the Company is invalid for the Company. If the insured, however, makes such acknowledgements, confessions or agreements, he is liable to the Company for any damage suffered by the Company due to the above actions and will not be entitled to compensation from the Company.
- 6. Not to take any form of action, which will mean acceptance or rejection or recognition or compromise or settlement of the covered risk, without the written consent of the Company. The Company is entitled to undertake and handle at its discretion, in the name of the insured, the recovery or settlement of a claim or to pursue in his name but for its own benefit, the restoration of any damage or the satisfaction of any claim for compensation, up to the limit of its liability and after notifying him accordingly. It has full discretion regarding the conduct of any litigation or the settlement of any claim.
- 7. If the insured denies or disputes his liability and intends to initiate legal action against in his opinion the person responsible and his insurance company, he must inform the

Company accordingly and hand over copies of his pleadings. The Company, regardless of the above intentions of the insured, is entitled to decide, at its free discretion, whether or not to settle the damage, determine fault or co-culpability, exercise or not legal remedies or remedies and so on. If there is a difference of opinion between the Company and the insured, the Company decides alone according to its interests regarding the practice to be done, in which case the insured is entitled to act individually according to his views, but he is not entitled to invoke them or damage to his interests to oppose the Company's decision or to obstruct its implementation.

- 8. The insured must provide any information or special assistance that the Company deems necessary and will request from him, and provides the special power of attorney to represent him, if he so wishes, before any authority or courts.
- 9. The culpable breach by the policyholder and/or the insured of the above obligations entitles the Company to claim from them the compensation defined by the Law.

ARTICLE 9 EXCEPTIONS

- 1. They are not covered by the Motor Third Party Liability insurance policy and are excluded from the insurance damage caused:
 - (a) by a driver who is deprived of the driving license prescribed by law for the category of motor vehicle he is driving,
 - b) by a driver who was under the influence of alcohol or toxic substances when the accident occurred in violation of the Greek Traffic Law (Law 2696/1999), provided that this violation is causally linked to the cause of the accident,
 - (c) by a vehicle that have a different use from the one stated in the policy and its license registration, provided that such use has a causal link with the cause of the accident.
- 2. In the above cases:
 - a) if the Company, pursuant to the provisions of Law 489/1976 or following a court decision, is obliged to pay compensation to third parties, it has the right of recourse against the driver, the insured, and the policyholder and
 - b) The above exemption clauses apply even if the policyholder has not signed the insurance policy, if he accepted them by receiving the policy, by paying the premiums or in any other way.

ARTICLE 10 PREMIUM DETERMINATION

- 1. The premiums are determined by the Company in combination based on the following elements that constitute their determinants and are as follows:
 - (a) for the vehicle based on its use, horsepower, type, registered office, area of registration and date of first registration,
 - b) for the driver based on age, profession, marital status, date of issue of driving license, damage history, penalties for traffic violations as in force each time and
 - c) the Company's invoices.
- 2. In case of modification of the minimum compulsory insurance limits by the state or the tariff by the Company, the premiums are adjusted during the duration of the policy.
- 3. The payment of money without the provision of documents does not give rise to an obligation to issue an insurance policy or any obligation other than reimbursement, nor does it constitute a certificate of insurance.
- 4. The policyholder 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. This contract agrees and implements a system for calculating premiums with discounts or charges, depending on the number of damages caused in each period (365 days).

The Company has created a scale of insurance categories which it may modify, and which includes a basic insurance category, a minimum category, and a maximum category. The premiums are adjusted after the end of each period of cover (365 days) in the same or another insurance company according to the following scale, depending on the absence of loss or according to the number of losses that occurred in a period of 365 days before the end of the period of cover, in compliance with the rules mentioned below.

CATEGORIES AND CORRESPONDING PREMIUMS

Bonus Malus Category	Percentage change (%)		
0	-4%		
1	0%		
2	4%		
3	8%		
4	12%		

5	16%
6	20%
7+	1000%

The Bonus Malus category of a newly insured vehicle depends on the number of liability damages of the last 5 years.

Bonus Malus calculation scale extends from 0 to 7.

In any case, the lowest and highest Bonus Malus categories will not be exceeded.

After the end of the annual (365 days) for any damage that occurred within it, the premiums are increased by the percentage increase set each time by the Company. In case of a damage and if an additional premium has been agreed and paid for Bonus Malus protection coverage, the premiums will not change.

ARTICLE 11 PAYMENT OF PREMIUMS

- 1. The insurance policy comes into force only after full and complete payment of the corresponding premiums.
- 2. The policyholder and/or the insured has the right to receive the policy and any document relating to the insurance only after full and complete payment of the premiums.
- 3. No proof of premium payment is valid and is not considered valid if it does not follow the terms and conditions of the Bank of Greece 86/05-04-2016 or any other relevant provision in force in the future.

ARTICLE 12 SUCCESSION TO THE INSURANCE RELATIONSHIP

- 1. In case of transfer of the vehicle due to death, the rights and obligations of the deceased from the insurance are automatically transferred to the heir, unless he notifies the insurer in writing of their non-acceptance within thirty (30) days from the knowledge of the inheritance and the reason for it.
- 2. If the ownership or possession of the 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 refund any unearned premiums. The termination of the contract applies to everyone, without requiring any action on the part of the Company.

3. If, after the transfer of the motor vehicle referred to in the preceding paragraph, a new policy is concluded for the same vehicle, the existing insurance relationship shall cease to be valid and the last insurer shall be solely liable to injured third parties.

ARTICLE 13 INSURANCE WITH SEVERAL INSURERS

If there are successive insurances, <u>only the last one applies</u>, and the last insurer is solely liable to pay compensation to the injured third party. Previous insurances are automatically cancelled without the need for notification or termination.

ARTICLE 14 CANCELLATION - TERMINATION OF THE INSURANCE CONTRACT

- 1. The parties to the policy may terminate it at any time by a written agreement.
- 2. The policyholder and/or the insured may terminate the insurance contract at any time by letter sent either by fax or electronically to the contact details indicated by the Company on its official website and in all its forms. The effects of the termination as to the contracting parties shall take effect immediately from the date of its receipt by the Company.
- 3. The Company may, by letter, terminate the policy only for breach of an essential term thereof by the policyholder or the insured and is responsible for proving the breach. With the statement of termination, which is addressed to the policyholder and/or the insured, it is notified that their non-compliance with the violated essential condition within thirty (30) days from the service of the termination, results in the termination of the policy
- 4. The letter referred to in the previous paragraph shall be sent to the address of residence or residence of the policyholder and/or the insured indicated on the policy. Residence is considered to be the last address that the policyholder and/or the insured declared in writing to the Company. The effects of the letter shall take effect irrespective of the refusal of the policyholder and/or the insured person to receive it or their failure to be found at their home or residence addresses or their failure to come to the post office to receive it.
- 5. In any case of early termination of the validity of the insurance contract in accordance with paragraphs 1, 2 and 3 of article 11A of Presidential Decree 237/1986 and this article, the Company shall inform the Information Centre accordingly. Especially in the case of paragraph 3 of this article and article 11A of Presidential Decree 237/1986, the notification cannot be made earlier than the 30th day from the dispatch of the relevant letter. The Company may oppose the termination of the policy against the third party injured only after sixteen (16) days have elapsed since the notification of the previous subparagraphs.

ARTICLE 15 AMENDMENT OF THE INSURANCE CONTRACT

With the written consent of the Company and with effect at least from the day following the insured's application, the current policy may be amended.

ARTICLE 16 ANNOUNCMENTS AND DECLARATIONS

All announcements and declarations of the insured are written and addressed exclusively to the offices of the Company's legal representative.

ARTICLE 17 CLAIM SETTLEMENT

The Company has the right to make any investigation into 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 every possible action to limit the damage and to provide the Company with any judicial or extrajudicial document, as well as any information regarding the occurrence of the risk, wherever it comes from, if requested.

ARTICLE 18 JURISDICTION OF COURTS

It is expressly agreed that the Courts of the city of Athens are competent to resolve disputes that may arise between the Company and the Insured from the policy, in accordance with these terms.

ARTICLE 19 LIMITATION

Any claim of the policyholder and/or the Insured arising from the policy is time-barred after four (4) years from the end of the year in which the claim arose. The claim of the third party injured is time-barred after five (5) years from the accident day, subject to the provisions of the applicable legislation on the suspension and interruption of the limitation period.

ARTICLE 20 ADJUSTMENT OF PREMIUMS

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

SECTION II SPECIAL TERMS-ADDITIONAL COVERAGES ADDITIONAL & OPTIONAL TERMS FOR MOTOR VEHICLE COVERAGES

The insurance described below is provided under the same insurance policy that covers Motor Third Party Liability. The General Terms and conditions of Civil Liability insurance for motor vehicle accidents (as above articles 1 to 20), Law 2496/1997 and Law 4364/2016, as well as the following special provisions, apply.

ARTICLE 21 OBLIGATIONS OF INSURANCE UNDERTAKINGS AND INSURED PERSONS

- 1. Insurance against own damage, fire, terrorist acts, natural phenomena, stop-strikes, glass breakage and theft (total and / or partial) of the vehicle, or material damages from an uninsured vehicle covers the real current value of the vehicle or its insured damaged or stolen parts and accessories at the time of the damage.
- 2. The insured must take appropriate preventive measures, exercise particular care to avoid or increase the occurrence of the insured risks and behave generally like a prudent car owner. In case of breach of the above obligation, the Company is entitled to offset against the compensation due any damage caused by the breach of its obligation.
- 3. Especially for the insurance referred to in the first paragraph hereof, the violation of the obligation to notify the Company of the accident within eight (8) working days, entails the release of the Company from its obligation to repair the damage.
- 4. In case of reimbursement of premiums paid and if the policy has been concluded through an intermediary person, the Company is entitled to pay to the intermediary any amount of premiums due to the policyholder, who hereby appoints the above intermediary proxy and procedural representative.
- 5. In case of damage or accident resulting in the cancellation of the insurance policy, any unearned premiums are not refunded.

ARTICLE 22 INSURANCE AMOUNT AND INDEMNITY

1. In the coverages as own damage, fire, terrorist acts, natural phenomena, strikes, glass breakage and theft (total or partial), the sum insured is the maximum limit of liability of the Company from one or more accidents during the cover period for any kind of

- insurance, including all kind of expenses. The Company's liability may not exceed the coverage sum insured even if more insured risks occurred from the same accident.
- 2. The Company is entitled, but not obliged, instead of paying financial compensation, to undertake the repair of the vehicle.
- 3. If the sum insured coverages covers part of the vehicle value, the insured receives a proportional part of the damage or losses.
- 4. At the end of one calendar year from the initial insurance, the insured value of the vehicle is automatically reduced and specifically for a vehicle up to 3 years old the value is reduced by 8% from the year of manufacture until the completion of the third year, while for vehicles over 3 years at a rate 10% per year.

ARTICLE 23 INDEMNITY CALCULATION

- The base for calculating the indemnity is the actual value of the insured vehicle or its damaged spare parts at the time of the occurrence of the insurance case, considering their wear and their age.
- 2. Duties, 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 if the beneficiary of the insurance policy, owner of the vehicle, is released from the obligation to pay them. In case of partial damage, provided that the insured value of the car has been calculated without duties, the Company is entitled to deduct from the value of the spare parts required for the repair, the amount corresponding to these duties.
- 3. The insured is obliged to put the vehicle at the disposal of the Company as soon as possible for an expert opinion. The insured is not entitled to compensate for the damage himself before an expert report is carried out.
- 4. In case of damage, the policy is reduced by the amount of the paid indemnity. If the indemnity is due to destruction of the vehicle, then the policy is automatically and completely void, without any refund of premiums.
- 5. In any case of compensation payment, the agreed exemption is deducted, whether it is a percentage, a certain amount, or a combination.
- 6. In the case of additional vehicle covers requiring indemnity, if the spare parts of the vehicle are replaced with original and new ones, an age percentage is calculated and deducted from the indemnity on the spare parts, as follow: upon completion of the third

year of registration of the insured vehicle, an additional up to 10% and up to 10% for each subsequent year up to the tenth, with a maximum exemption limit of 50% and concerns only the use of genuine new spare parts.

ARTICLE 24 LIMITATIONS AND EXCEPTIONS

They are not covered by the optional insurance policy and damages caused by the following cases are excluded from the insurance, unless expressly and specifically agreed in the insurance policy to the contrary by paying a special additional premium.

In particular, are excluded and are not covered damages:

- 1. Intentionally by the insured, the policyholder and the driver or other persons attached by them to drive the vehicle.
- 2. From participation of the vehicle in demonstrations and festive parades as well as in official or non-official (improvised) races or related test routes, rally races (including trials), races, sprints, test races and endurance tests.
- 3. Acts of terrorism, civil unrest, mutiny, raids, hostilities, military and military operations (whether before or after the declaration of war), civil war, riots, demonstrations, strikes, riots, coups d'état or revolution and requisition of any kind, as well as malicious acts of known or unknown perpetrators, third parties or not, civil unrest taking on the dimensions or equivalent of a popular uprising; military insurrection, revolution, military action with the intent to usurp state power, or any act of any person acting on behalf of or in connection with any organization with activity aimed at overthrowing by force the de jure or de facto government or with activity under the influence of terrorism or violence.
- 4. Directly or indirectly, either solely or through other causes, by ionizing radiation or by radioactive contamination of any kind by any nuclear or atomic fuel or any nuclear and atomic waste.
- 5. Directly or indirectly from a flood, hurricane, tornado, windstorm, volcanic eruption, earthquake, or other natural disturbance.
- 6. By a driver who does not have a driving license provided by law for the category of the vehicle he drives. This exception also applies when the license has been withdrawn by the authorities or its validity has expired and has not been renewed (Article 95 of the Traffic Code).
- 7. If the driver during the accident is under the influence of alcohol, drugs or toxic substances within the meaning and conditions of Article 42 of the Traffic Code,

- regardless of whether or not they said offence is causally linked to the cause of the accident.
- 8. At the time the vehicle is used for a use other than that specified in the policy and registration certificate.
- 9. If the vehicle has a different horsepower than that Indicated on the policy and on the registration certificate.
- 10. If the vehicle has not been checked by KTEO (Technical Inspection Center of Vehicles) αas the driver was obligated to do, or during the inspection it was not considered safe for circulation.
- 11. From the cargo carried or to the cargo carried by the vehicle, regardless of the driver's fault, either during loading or unloading or while driving, and regardless of whether this offence contributed to causing the damage.
- 12. When the vehicle carries cargo or passengers beyond the permitted maximum limit indicated on its registration certificate.
- 13. Directly or indirectly by explosion or flames of the vehicle or fire transmitted by it or by the leakage of liquids or LPG of any kind of the vehicle.
- 14. When the vehicle is pushed by a force other than its own or pushes another vehicle or object moving on wheels or tows another vehicle or moves without the driver.
- 15. Within private or publicly guarded parking areas, regardless of whether rent is paid or not, within privately owned or exclusive use of the insured or policyholder's premises, fenced or not, as well as within vehicle repair shops, car shows and piers.
- 16. During the time the vehicle is on a ferry, barge or other ship or railway or during its loading or unloading from them, as well as damages caused to third parties by the transit of the insured vehicle in any way.
- 17. During the operation of the vehicle as a tool of a special type of vehicle, tool or machine or truck.
- 18. Are not covered damages caused by the insured vehicle when it moves on pavement or pedestrian street, or courtyards or ground floor.
- 19. Are not covered damages caused by protruding additional decorations or other objects added either inside or outside the vehicle which may become dangerous for passengers or another road user.

- 20. 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.
- 21. Damages to an insured vehicle that has undergone fuel conversion for its movement and operation that has not been declared to the competent authorities of the Ministry of Transport, as well as to the Company.
- 22. Damage caused to the vehicle because of poor maintenance.
- 23. Damage caused to the tires if these are not relevant with other damages covered by this policy.
- 24. In case of insurance of motor vehicles, refrigerators or thermochambers, damages of refrigeration or heating machines and installations in general, for any reason, unless otherwise agreed.
- 25. Damage caused while is moving off roads intended for car traffic or on roads prohibited by the authorities.
- 26. Vehicles running on rails or cables, floating craft or aircraft or hovercraft or any other vehicle not designed to circulate on solid ground.
- 27. Damage caused directly or indirectly as a result of sabotage by persons acting at the behest or instigation of any political or terrorist organization.
- 28. Damage, loss, or liability in transit:
 - Explosive or flammable materials (e.g. nitroglycerin, dynamite or other similar explosives).
 - b) LPG (e.g. ethylene, propylene, etc.) or petrochemical products (e.g. oil, kerosene, etc.), natural gas, gasoline.
 - c) Toxic chemicals (solids, liquids or gases) or hazardous biological materials (e.g. pesticides, herbicides, PCBs, etc.) or other pollutants (water-air-soil contamination).
 - (d) Toxic waste.
 - e) Transported cargoes related to any transaction in any insured vehicle (including transported goods)
- 29. Vehicles of the armed forces

ARTICLE 25 SPECIFIC EXCLUSIONS OF ADDITIONAL COVERS

 Damage due to use, reduction of performance, reduction of commercial value and consequential damages from deprivation of use of the car are not covered by any insurance.

- 2. The optional risks insurance does not cover damages that the vehicle will suffer from the covered risks, when it is located outside the Greek Territory, unless specifically agreed otherwise.
- 3. In case of occurrence of the risk and payment of insurance compensation, the coverage of each risk automatically ceases once the entire indemnity is paid. In the case of partial payment, the insured value will be reduced by the amount of compensation paid until the end of the annual insurance period, unless the policyholder and/or the insured pays additional premiums for re-insurance.
- 4. If the Insurance Policy states has an exemption either in amount or percentage, in optional coverage and the vehicle is repaired in a cooperating workshop, it will not be applied, except for the coverage of own damages and special packages.

ARTICLE 26 FIRE RISK COVERAGE

- By special agreement and payment of an additional premium, material damages to the insured vehicle from fire, lightning strike, explosion, self ingnition, and fire transmitted to it from any cause are covered.
- 2. In addition to the limitations and exceptions of Articles 24 & 25 of these special conditions, damages caused by arson and intentional from third parties which are certified by a document of the Public Authority seized are excluded.
- 3. The above coverage is provided up to the amount indicated in the table of coverages of the policy which is explicitly agreed as a maximum coverage limit.
- 4. The above coverage is agreed with exclusion if it is stated on the policy, in which case the company is only liable for the excess damage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 27 COVERAGE OF FIRE RISK AND DAMAGE CAUSED BY TERRORIST ACTS

1. By special agreement and payment of an additional premium cover material damages caused by fire or other reasons caused directly or indirectly by terrorist acts, individual or not, by a person or persons acting on behalf of or in association with any terrorist organization. Necessary condition for the payment of indemnity is that there is an

assumption of responsibility for the harmful act by a terrorist organization and that the competent Police Service has been dealt with.

2. The above coverage is provided up to the amount indicated in the table of coverage of the policy which is explicitly agreed as a maximum coverage limit. Insurance against the risk of fire and damage from terrorist acts is agreed with exemption if this is stated in the insurance policy, in which case the company is only liable for the excess damage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 28 COVERAGE OF FIRE RISK AND DAMAGE CAUSED FROM POLITICAL RIOTS, STRIKES, RIOTS, CIVIL UNREST

- By special agreement and payment of an additional premium, material damage from fire
 or other reason caused directly or indirectly by stoppages, strikes, riots, civil unrest is
 covered.
- 2. The above coverage is provided up to the amount stated on the policy which is explicitly agreed as the maximum coverage limit.
- 3. The coverage against the risk of fire and damage from stoppages, strikes, riots, civil unrest, is agreed with an exclusion as stated in the policy, so the company is only liable for the excess damage.

The limitations and exclusions of article 24 & 25 of the Special Terms apply.

ARTICLE 29 AIRBAG DAMAGE

- 1. By special agreement and payment of an additional premium, damages to the airbags of the insured vehicle as well as components necessary for their operation are covered.
- 2. Indemnity is paid only for replacement and not for total destruction of the vehicle. The Company does not owe compensation when a third vehicle is responsible.
- 4. The above coverage is provided up to the amount indicated in the table of coverages on the policy which is expressly agreed as a maximum coverage limit.
- 5. The coverage is agreed with an exclusion if it is stated in the insurance policy, in which case the company is only liable for the excess damage.

ARTICLE 30 OWN DAMAGES RISK COVERAGE

- 1. By special agreement and payment of an additional premium, are covered damages to the insured, caused solely by collision, diversion, overturning and precipitation.
- 2. The 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 and the payment of an additional premium are required.
- 3. Unless otherwise agreed, own damages are not covered if they were caused at a time that the car has been removed from its legal owner.
- 4. It is expressly stated and agreed that own damages are not covered when the driver is under 23 years old or has a driving license less than 1 year from the date of issue or is over 76 years old. Exceptionally, coverage will be provided to drivers under the age of 23 only if they have a driving license up to 3 years, upon payment of an additional premium. In case the above coverage has not been agreed, the Company will compensate 50% of the damage after deduction of the excess and provided that the prescribed premium has been paid. The policyholder and/or the insured are not entitled to claim the entire damage.

It is specifically agreed that:

- a) Convertible vehicles exclude damage to the plastic or fabric hood from any cause.
- b) Damage caused to the car due to poor maintenance is not covered,
- c) The coverage of own damages during the transport of the vehicle for any reason does not apply unless it has been expressly and specifically agreed to cover this case with a special additional premium.
- 5. The above coverage is provided up to the amount indicated in the table of coverage of the policy which is explicitly agreed as a maximum coverage limit.
- 6. The coverage of the risk of own damages is agreed with an exclusion if it is stated in the policy, in which case the company is only liable for the excess damage.
- 7. In case of occurrence of a risk, the insured is obliged to submit any Public Document requested by the company for the payment of indemnity.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 31 MALICIOUS ACTIONS RISK COVERAGE

1. By special agreement and payment of an additional premium, material damage caused by malicious actions of third parties, including damage from fire, is covered.

The following are expressly excluded from the above coverage:

- (a)damage to the glass surfaces of the vehicle,
- (b)damage to non-standard vehicle parts and tires are not covered.
- 2. The above coverage is provided up to the amount indicated in the table of coverages of the policy which is expressly agreed as a maximum coverage limit.
- 3. The insurance against the risk of damage from malicious actions is agreed with exemption if it is stated in the policy, in which case the company is only liable for the excess damage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 32 TOTAL THEFT RISK COVERAGE

- 1. By special agreement and payment of an additional premium, the risk of total theft covers the real current commercial value of the insured vehicle on the day of theft.
- 2. The Company's obligation to pay indemnity exists provided that the theft was immediately reported to the police authorities and a relevant lawsuit was filed, and arises only after forty-five (45) days from the date of the relevant lawsuit was filed and only if a certificate is submitted by the competent authority that the complaint is pending, criminal prosecution has been filed against unknown persons and there is no evidence that the car has been found within this deadline.
- 3. The Company is liable for the payment of indemnity even if the car is found after the above deadline, unless the insured chooses to keep his car, returning to the Company the amount of his compensation. The plaintiff is not entitled to withdraw the lawsuit even after the indemnity, otherwise he is obliged to compensate for any damage to the Company that will arise from this cause.
- 4. Damage or loss of parts or components of the vehicle caused during the theft is not covered if the car is found before the expiry of the deadline as it refers at the second paragraph of this article.
- 5. The cover does not apply if the insured vehicle is travelling on roads or locations where it is prohibited from circulation by use or due to a restriction on its registration.

- 6. To pay the indemnity, it is necessary to submit the following supporting documents:
 - (a) a report of theft,
 - b) a copy of the incident book from the Police Authority where the theft was reported, stating that a complaint was made against unknown persons,
 - c) a certificate from the Police Authority after forty-five (45) days, that the stolen vehicle has not been found, as well as that the complaint is pending,
 - (d) registration certificate of the vehicle to be compensated or, if it has also been stolen, an official copy thereof, to be issued by the competent State authority,
 - e) a special power of attorney from a notary (irrevocable) appointing a person designated by the Company for the transfer of ownership of the vehicle, when and if it is found,
 - (f) the vehicle keys and/or card available to the insured,
 - (g) a certificate of payment of circulation taxes.

The Company may request any other document deemed necessary for the payment of the insurance compensation.

- 7. If the car has been found by the day of payment (after 45 days), the Company may refuse payment if there is no legal transfer of ownership and/or use of the vehicle to the Company.
- 8. If the car is found after the payment of the insurance premium, the policyholder or the insured owner of the vehicle has the obligation to notify the Company immediately after finding it.
- 9. 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.
- 10. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy which is explicitly agreed as a maximum coverage limit.
- 11. The above coverage is agreed with exclusion if it is stated in the insurance policy, in which case the company is only liable for the excess damage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 33 PARTIAL THEFT RISK COVERAGE

1. By 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 vehicle which are firmly attached to its body and are necessary for its movement and operation, by third parties to the insured or policyholder,
- (b) during the self-reported removal of the vehicle, if there is insurance against the risk of total theft in the insurance policy,
- c) the insured vehicle during or attempted partial theft with a maximum liability limit of € 400,
- d) the value of its other stolen factory components (radio, cd player, MP3, televisions, telephones, navigation systems). The total liability of the Company cannot exceed € 600.
- 2. Thefts of non-factory electronic parts of the vehicle, audio systems, add-ons telephones, D.V.D., Multimedia applications, amplifiers, navigators (G.P.S.) and televisions are excluded and not covered.
- 3. It is clarified that only theft or attempted theft as a result of burglary is covered and provided that there are obvious signs of tampering to the insured vehicle and the insured has immediately declared and reported the theft or attempted theft or burglary and has filed a lawsuit against the violators in the police or other competent authority. The Company's obligation arises if the above complaint has been made, and the lawsuit has been submitted. The cover on this paragraph is provided only if there is a cover for total theft.
- 4. Partial theft cover for convertible vehicles applies only if there is a break-in of the vehicle not carried out through the fabric hood.
- 5. The limit of indemnity for the above coverage may not exceed 60% of the insured capital stated in the insurance policy and which is expressly agreed as the maximum coverage limit.
- 6. The partial theft coverage is provided up to the amount stated in the insurance policy, which is explicitly agreed as the maximum coverage limit and is agreed with an exemption as stated in the insurance policy, in which case the company is only liable for the excess damage.

ARTICLE 34 GLASS BREAKING COVERAGE

1. By special agreement and payment of an additional premium, are covered damages caused only to the front and back windshields and the side windows of the insured

vehicle. Factory components mounted on the front windshield are included, with the exception of ECO Glass Breakage.

Damages caused by:

- (a) Damage or costs of displacement or reinstallation of frames,
- (b) glass damage or breakage during repairs to the vehicle or during export and refitting,
- (c) surface glass damages (e.g. lines from windshield wipers),
- (d) damage to windows incorporated into the covers of open convertible cars, unless only the glass surface can be replaced,
- (e) damage caused by objects in or on the insured vehicle,
- (f) excludes breakage caused directly or indirectly from any other cause which is indemnified by another optional cover,
- (g) damage caused by malicious actions of known or unknown persons.
- 2. The amount of indemnity will be paid, provided that the car has been checked and photographed by an expert of the Company before its repair and after its repaired and the original invoices have been submitted to the Company.
- 3. The indemnity is paid only if the glass is replaced, and it is not a total destruction of the vehicle. The company is not responsible when the responsibility for the accident lies with a third party.
- 4. The above coverage is provided up to the amount indicated in the table of the insurance policy which is expressly agreed as a maximum coverage limit.
- 5. The coverage of glass breakage is agreed with exclusion or without as stated in the insurance policy, so the company is only liable for the excess damage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 35 COVERAGE OF SUNROOFS - LAMPS AND MIRRORS

1. By special agreement and payment of an additional premium, this insurance covers glass breakage of the sunroof, mirrors as well as front and rear lamps.

Excuded losses caused by:

- (a) damage or cost of repositioning or replacing frames,
- (b) glass damage or breakage while repairing the vehicle or when extracting and repositioning crystals,
- (c) surface glass damage,

- (d) damage caused by malicious actions of known or unknown persons.
- 2. Indemnity will be paid, if the car has been checked and photographed by an expert of the Company before its repaired, and after its repair the original invoices must been submitted to the Company.
- 3. The above coverage is provided up to the amount indicated in the table of the insurance policy and is expressly agreed as the maximum limit of liability of the Company.
- 4. The above coverage is agreed with exemption if it is stated in the insurance policy, in which case the company is only liable for the excess damage.
- 5. Indemnity is paid only if there is a replacement, and it is not a total destruction of the vehicle. The Company is not responsible when the responsibility for a traffic accident lies with a third party.

ARTICLE 36 DAMAGES FOR NATURAL PHENOMENA RISK COVERAGE

- With a special agreement and payment of an additional premium, damages to the insured vehicle caused directly by natural phenomena such as flood, storm, whirlwind, , windstorm, volcanic eruption, tornado are covered. It is clarified that storm occurs when the wind is 8 Beaufort and higher, according to the bulletin of the National Meteorological Service.
- 2. The coverage is provided up to the amount indicated in the table of the insurance policy which is expressly agreed as the maximum coverage limit.
- 3. The above coverage is agreed with an exclusion if it is stated in the insurance policy, in that case the company is only liable for the excess damage.
- 4. Damages to the mechanical parts of the vehicle due to frost, are not covered.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 37 DAMAGES FOR HAILSTORM RISK COVERAGE

- With a special agreement and payment of an additional premium, damages caused directly by hail are covered. The time and the location of the phenomenon is must be certified by the National Meteorological Service.
- 2. The coverage is provided up to the amount indicated in the table of coverage of the insurance policy which is explicitly agreed as the maximum coverage limit.

- 3. The above coverage is agreed with exemption, if it is stated in the insurance policy, in which case the company is only liable for the excess damage.
- 4. It is expressly stated and agreed that mechanical and electrical damages or damages to the electronic systems of the vehicle caused by hail are not covered.

The limitations and exclusions of Articles 24 & 25 of these special conditions apply.

ARTICLE 38 BONUS MALUS PROTECTION

- 1. With a special agreement and payment of an additional premium, Bonus Malus category is protected (not affected) for the first damage by insured's liability that may occur within 365 consecutive days.
- 2. If an additional premium has not been paid for the provision of Bonus Malus protection, the category will be adjusted according to the table in accordance with Article 10 of the General Terms.

ARTICLE 39 THIRD-PARTY LIABILITY COVERAGE FROM THE OPERATION OF THE VEHICLE AS A TOOL

- 1. By special agreement and payment of an additional premium, this insurance includes damages caused to third parties, not occupants of the vehicle by the operation of the machine which is a part of the insured vehicle or is adapted to it as a tool. The company is liable up to the amount as stated in the Insurance policy. This amount is not related to the minimum limits for insurance against civil liability in respect of the use of the insured vehicle.
- 2. In addition to the limitations and exceptions of Articles 24 & 25 of the special conditions, damages caused by:
 - (a) Accident due to subsidence, flooding or water contamination,
 - (b) damage to pipes or cables, underground or overhead, and to underground, ground or above-ground piping, as well as damage caused to adjacent buildings by leakage of pipes or cables or by their interruption,
 - (c) damage to bridges, weighbridges, overpasses or underpasses, roads, or anything below them, due to vibration or due to the weight of the insured vehicle or its load,
 - (d) personal injuries and damage to property caused by the breakage of crane cables during the loading and unloading of goods or cargoes of any kind, where the strength capacity specified by the manufacturer is exceeded during the execution of a work,

- (e) personal injury and damage to property caused by the use of the machinery to carry out work exceeding its capacity specified by the manufacturer or by the negligence of the operator of the machinery or those employed in carrying out the work, covering bodily injury or damage to property caused by a manufacturing defect,
- (f) personal injuries to persons transported by the vehicle or to property of the insured or a third party transported by the vehicle.
- 3. Third parties are not considered to be employees or persons related to the policyholder and/or the insured person, as well as the occupants of the insured vehicle.

ARTICLE 40 MATERIAL DAMAGE COVERAGE FROM AN UNINSURED VEHICLE

- 1. By special agreement and payment of an additional premium with this special term and in accordance with the general terms of compulsory motor vehicle liability insurance, it is stated and agreed that the insurance contract is extended to cover only material damage caused to the insured vehicle bearing Greek plates, after a collision with another certified uninsured vehicle and up to the amount as stated in the insurance policy.
- 2. The amount of insurance indemnity owed by the Company may not exceed the maximum amount that the Auxiliary Fund is obliged to pay in accordance with applicable law.

Necessary conditions to apply the special term are:

- a) Only two vehicles are involved in the road accident,
- (b) there must be a claim only for material damages (accidents are not included in the specific term when personal injury and damage to property coexist),
- (c)proven by official public documents confirming beyond any doubt the responsibility of the certified uninsured vehicle,
- (d)the third party is confirmed by the competent police authorities and the Information Centre as an uninsured,
- e) the insured takes all necessary measures to safeguard his rights under the Law against the responsible third party for the idemnity for his damage.
- 3. Claims due to reduction of the purchase value of the insured vehicle, due to deprivation of its use or any other positive or consequential damages that the insured may claim alone from the third party or the Auxiliary Fund or from any insurance company, in accordance with applicable law, are not covered.

- 4. The Company, from the moment it compensates its insured, has the right to take legal action against the responsible for the accident third party or the Auxiliary Fund or any insurance Company if it is considered that the third vehicle that was initially alleged to be uninsured finally had coverage, as defined by the Law, for the sums of material damage paid to him.
- 5. The insured assigns all his rights as well as the power of attorney, so that the Company acts extrajudicially or judicially in its name or in his name for its compensation by the third party or the Auxiliary Fund or any insurance Company.
- 6. The above coverage is provided up to the amount indicated in the table of the insurance policy which is expressly agreed as a maximum coverage limit.

ARTICLE 41 THIRD PARTY LIABILITY DUE TO FIRE

- By special agreement and payment of an additional premium, material damage to third
 parties from fire transmission of the insured vehicle during the time it is stationary due
 to self-ignition or short circuit is covered.
- 2. The above coverage is provided up to the amount indicated in the coverage table of the contract, which is explicitly agreed as a maximum coverage.
- 3. Especially for the payment of compensation, a prerequisite is in any case that the incident is reported to the Fire Service, which will be called and dealt with at the time of the incident, otherwise the damage will not be covered.

The limitations and exclusions of Articles 24 & 25 of these special conditions apply.

ARTICLE 42 CIVIL LIABILITY DURING CARRIAGE OF THE VEHICLE

- Damages to third parties from the movement and operation of the insured vehicle during transport, loading, unloading of the insured vehicle in any means of transport (ship, train) are covered.
- 2. The above coverage is provided up to the amount indicated in the coverage table of the contract, which is explicitly agreed as a maximum coverage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 43 BABY ON BOARD COVERAGE

1. Damages caused to a child seat fitted (according to safety standards) to the insured vehicle are covered by a special agreement and payment of an additional premium.

- 2. It is expressly agreed that damages caused because of impact, collision and/or overturning of the insured vehicle are covered.
- 3. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy, which is explicitly agreed as a maximum coverage limit.
- 4. The compensation is paid if the seat is replaced, which is evidenced by the presentation of the purchase invoice.
- 5. The Company is not liable in case the event that a third party is responsible for the accident.

ARTICLE 44 VEHICLE'S TOTAL DESTRUCTION

- 1. By paying an additional premium, the Company undertakes the compensation for total destruction of the insured vehicle caused solely by collision, collision, diversion, overturning and collapse up to the amount indicated in the insurance table, which is the maximum amount Company's liability limit.
- 2. Total destruction of the vehicle is considered to be the material damage, exclusively from the above causes, if the cost of restoration exceeds 80% of its current commercial value on the day of the damage or it is technically impossible to be repaired. It is noted that the actual current value of the vehicle on the day of the damage is covered. From the idemnity, the residual value is deducted.
- 3. The insured is obliged to submit any other Public Document requested by the company for the payment of compensation.
- 4. It is expressly stated and agreed that total destruction is not covered if the driver is less than 23 years old or has a driving license under 1 year or is older than 76 years. Exceptionally, coverage will be provided to drivers under 23 years old provided they have a driving license for 3 years upon payment of an additional premium. In case the above coverage has not been agreed, the Company will compensate 50% of the damage after deduction of the excess and provided that the prescribed premium has been paid. The policyholder and/or the insured person are not entitled to claim the entire damage.
- 5. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy, which is explicitly agreed as a maximum coverage limit.

ARTICLE 45 MATERIAL DAMAGES TO AN INSURED VEHICLE CAUSED BY AN ACCIDENT WITH THE SOLE RESPONSIBILITY OF A THIRD PARTY

- A special agreement and payment of an additional premium covers the repair of material damage to the insured vehicle from a traffic accident involving a third party bearing Greek license plates and whose driver is solely responsible.
- 2. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy, which is explicitly agreed as a maximum coverage limit.
- 3. A prerequisite for the payment of indemnity is the unconditional acceptance, by signing a declaration, of exclusive fault of the third party. It is mandatory the accident care or the Traffic Police to be considered as well as the acceptance of the responsibility by third party insurance Company, otherwise the damage will not be covered. The declaration of responsibility does not bind the Company in any case if fault or co-fault of the insured vehicle is proven.
- 4. The insured, upon payment of the indemnity, is obliged to assign to the Company by legal form indicated to him, any right of the traffic incident against any third party responsible and liable to pay indemnity and up to the amount paid by the Company, as well as to grant his irrevocable power of attorney to the Company whenever requested, so that the Company can act legally in order to recover the amount paid to the insured by the responsible third party or the insurance company insuring the civil liability of the damaging third vehicle.
- 5. It is agreed after the payment of the above indemnity, if it is proved by a final decision that the liability of the accident lies in whole or in part the insured vehicle, and for this reason the Company recovers from the liable third party, no or reduced amount (not taking into account interest and court costs), the insured is obliged to return to the Company the difference of the capital received, in relation to the amount paid to him.
- 6. The reparation of insured vehicle material damages will be carried out exclusively in a cooperating or contracted workshop with the Company, which it will indicate to the insured.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 46 PROTECTION AGAINST UNSUITABLE FUEL

By special agreement and payment of an additional premium, the costs that will be incurred are covered:

- 1. From the supply of unsuitable fuel, solely due to the fault of the gas station owner or an employee.
- 2. From fueling adulterated fuel.

Costs covered:

- (a) drainage and cleaning of the fuel tank, provided that the work is carried out by a vehicle repair shop.
- (b) repair of mechanical failures that will arise as a direct result of an incident of inappropriate or adulterated fuel being fed to the insured vehicle,
- c) towing the vehicle from the point where the incident of fueling inappropriate or adulterated fuel occurred to the repair shop, where the cleaning / repair will take place, and which should be located within the boundaries of the prefecture where the incident occurred.
- 3. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy per incident and in total, which is expressly agreed as a maximum coverage limit for the entire duration of the annual policy.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 47 REPLACEMENT OF KEYS AFTER LOSS

- 1. By special agreement and payment of an additional premium, the cost of replacing the vehicle keys in case of loss or theft is covered.
- 2. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy, which is explicitly agreed as a maximum coverage limit.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 48 DOCUMENT LOSS INSURANCE

 By special agreement and payment of an additional premium, the cost of reissuing personal documents in case of theft from burglary of the insured vehicle is covered. Specifically, the police ID, passport, driver's license as well as the registration license of the insured vehicle are covered.

- 2. The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy, which is explicitly agreed as a maximum coverage limit.
- 3. A prerequisite for the payment of compensation is that the burglary and loss of documents must be immediately reported to the police authority.

ARTICLE 49 DESTRUCTION OF TRANSPORT DELIVERY BOXES

By special agreement and payment of an additional premium, the repair or replacement
of the Transport BOX is covered up to the amount indicated in the table of coverage of
the insurance policy per incident and in total, for the entire annual insurance period for
damage that will occur from involvement in a traffic accident of the insured motorcycle.

Conditions for coverage are:

- a) The Transport BOX must be firmly mounted on the motorcycle with a metal rack.
- b) To have an Incident Report from a Police Authority.
- c) The construction material of the Transport BOX must be metal or polyester.
- 2. The stickers on the Transport BOX, as well as its paint, are excluded from the above coverage.

The limitations and exceptions of Articles 24 & 25 of the Special Terms apply.

ARTICLE 50 PANORAMIC ROOF DAMAGE COVERAGE

1. By special agreement and payment of an additional premium, this insurance covers the breakage of a panoramic sunroof.

Exclusions:

- (a) Damages caused by displacement or reinstallation of frames,
- (b) damages during repairs to the vehicle or during the extraction and repositioning of the panoramic sunroof,
- c) surface damage of the panoramic sunroof (e.g. scratches)
- The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy and is expressly agreed as the maximum limit of liability of the Company.
- 3. The above coverage is agreed with exemption if it is stated in the insurance policy, in which case the company is only liable for the excess damage.

4. Indemnity is paid only if there is a replacement, and not vehicle's total destruction. The Company is not responsible when the responsibility for a traffic accident lies with a third party.

The limitations and exclusions of articles 24 & 25 of the Special Terms apply.

ARTICLE 51 CIVIL LIABILITY OF GUARDED AREAS

- 1. Damages to third parties from the movement and operation of the insured vehicle during the time it is in guarded areas (garages, exhibitions, etc.) are covered.
- The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy and is expressly agreed as the maximum limit of liability of the Company.

The limitations and exclusions of articles 24 & 25 of the Special Terms apply.

ARTICLE 52 CIVIL LIABILITY FOR FUEL LEAKAGE

- 1. Damages to third parties from the movement and operation of the insured vehicle due to fuel leakage, from the insured vehicle that serve for its movement only, are covered.
- The above coverage is provided up to the amount indicated in the table of coverage of the insurance policy and is expressly agreed as the maximum limit of liability of the Company.

The limitations and exclusions of article 24 & 25 of the Special Terms apply

ARTICLE 53 BAGGAGE DESTRUCTION DAMAGE COVERAGE

- 1. A special agreement and payment of an additional premium covers the loss or damage of only one (1) baggage per passenger at the time of loading and unloading in and from the luggage compartment of the insured vehicle, regardless of their content, as well as any damage to the transported luggage's due to: accident, fire, flood, theft, leakage inside the vehicle, collision/diversion, fall, storm, terrorist and malicious acts, stoppages or strikes, riots or civil unrest with a maximum amount of indemnity per baggage and per event as stated in the coverage table of the insurance policy.
- 2. For the payment of indemnity, the claimant /owner is required to deposit documentary evidence at the time the risk occurred as well as any other document requested by claims department.
- 3. Normal wear and tear of baggage, such as scratches, bumps, manufacturing defects and damage from overloaded baggage, are excluded.

4. The Company is not responsible in case the responsibility for the traffic accident lies with a third party.

The limitations and exclusions of article 24 & 25 of the Special Terms apply.

ARTICLE 54 CYBER - EXCEPTIONS

- 1. Your insurance policy does not cover any loss, theft, damage, failure, or loss of use of your vehicle or any legal liability arising from death, bodily injury or property damage to a third party, caused (intentionally, maliciously or in any other way) by:
 - a) the use or failure of any application, software or program connected to your vehicle, including driver assistance systems, safety systems, information systems or software updates, whether authorized or unauthorized,
 - b) the use or failure of any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, entertainment/information/information or for any other purpose),
 - c) any computer viruses, ransomware, codes, or software,
 - d) theft, loss of access to or damage to any telematics device or any electronic data (for example files, music or images) wherever stored,
 - (e) any threat, deception or fraud related to above paragraphs.

SECTION III

GENERAL TERMS AND CONDITIONS OF MOTOR VEHICLE DRIVER PERSONAL ACCIDENT INSURANCE

This insurance is provided under the same insurance policy that covers compulsory motor third party liability insurance and is valid as long as they are not cancelled or amended by the General Conditions (compulsory motor third party liability insurance).

DEFINITIONS

These terms use the following definitions with the respective interpretations:

<u>Company or Insurer</u>: means the foreign insurance company "QIC Europe Limited" and distinctive title "QEL" based in Malta, The Hedge Business Centre, Triq ir-Rampa ta' San Giljan

St. Julians, STJ1062 legally carries out its activity in Greece under the Freedom to Provide Services.

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

Insured: The driver of the vehicle is considered.

<u>Accident: An</u> accident, within the meaning of this policy, is considered to be the one that causes the occurrence of an event from the risks covered, if it comes from an external, accidental, visible, sudden and completely independent cause of the insured's will, always related to the insured vehicle he drives with the Company.

<u>Vehicle</u>: This vehicle is mentioned in the insurance policy.

Beneficiaries: The legal heirs of the insured in case of death.

<u>Premium</u>: The amount paid by the policyholder to the Company for the insurance.

<u>Indemnity</u>: The maximum amount that the Company will pay in the event of an accident, regardless of the type of benefit and which is indicated in the table of coverage of the insurance policy, as applicable for each insurance period.

ARTICLE 1 SUBJECT MATTER OF INSURANCE

The Company, in accordance with the terms of this insurance policy, covers the driver of the insured vehicle for bodily injuries as a result of a traffic accident that he will suffer within the Greek Territory at the time he embarks, travels, disembarks or simply is in the insured car, whether it is stationary or moving, for the amounts mentioned in the table of benefits of the policy and only for the following cases:

- (a) Death due to car accident
- (b) Total permanent disability due to car accident
- (c) Permanent partial disability due to an accident
- (d) Medical expenses arising from an accident
- (e) Daily allowance in the event of an accident

ARTICLE 2 DESCRIPTION OF BENEFITS

1. LOSS OF LIFE

In case the accident results in the death of the insured within one year from the date of the accident, the Company will pay to the beneficiaries the prescribed insurance amount in accordance with the insurance policy.

2. PERMANENT DISABILITY - PERMANENT PARTIAL DISABILITY

When the accident results in partial or total disability within one year from the date of the incident, the Company will pay to the beneficiaries the amount provided according to the policy.

The following three cases are permanent total disability:

- (a)Total loss of vision of both eyes or total loss of function of both arms or both hands or two legs or concomitant loss of one upper limb or one eye and one limb.
- (b) total permanent paralysis.
- c) the condition of incurable insanity (traumatic or post-traumatic brain disease) that makes the insured person incapable for life of any work or employment.

When the consequence of the accident is the permanent partial disability found within one year from the date of the incident, which renders the insured objectively partially incapable for life of any work or employment, the Company will pay, as the case may be, -as specified in the table below- a percentage of the amount provided for permanent total disability in the insurance policy.

The cases of Permanent Partial Disability are limited to the following:

TABLE OF DISABILITY RATES

Case of permanent - partial disability	Right	Left
Total loss of one of the upper limbs	70%	60%
Total loss of hand or forearm	60%	50%
Total loss of thumb	20%	18%
Total loss of index finger	14%	12%
Total loss of the middle or ring finger of the hand	10%	10%
Total loss of the little finger of the hand	10%	10%
One of the lower limbs: above the knee	60%	60%

From or below the knee	50%	50%
Of the foot	40%	40%
Big toe	5%	5%
Any other toe	3%	3%
Vision in one eye	50%	50%
Total deafness of one ear	10%	10%
Total deafness of both ears	40%	40%

If the insured person is left-handed, the prescribed percentages for the various disabilities of the right and left hands are reversed.

It goes without saying that an accident entitles you to a single compensation for death or permanent disability. If the insured dies within one year from the date of the accident and has already been paid compensation for permanent disability, the Company will pay the beneficiaries the difference between the compensation already paid to him and the amount provided for in the event of death.

The total and permanent loss of functional use of an organ or body member is considered as an anatomical loss of the organ or member, and in case of partial loss of functional use, the above percentages decrease depending on the functionality lost. In the case of anatomical or functional loss of more organs or body parts, the amount of compensation is calculated by adding the percentages corresponding to each injury up to a maximum of 100%.

Permanent impotence of any extreme phalanx of the fingers, with the exception of the thumb, is considered only its total removal.

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

In cases of total disability not specified in the table above, the amount of compensation is determined by calculating, in relation to the percentages of cases exposed, the extent to which the general ability of the insured person to perform any gainful work, regardless of his occupation, has decreased.

In case of anatomical loss or reduction of functional use of an organ or body part that was defective, the above percentages are reduced by the degree of disability that pre-existed.

If the insured suffers total and incurable paralysis or incurable insane damage due to an accident, the Company equates these cases with 100% permanent disability and pays the amount indicated in the insurance table.

3. MEDICAL EXPENSES ARISING FROM AN ACCIDENT

The Company pays to the insured during the period of validity of this policy the total recognized medical expenses of first accident treatment, which were incurred within one year from the date of the accident and a maximum of three hundred euros (€300,00) per year

4. DAILY HOSPITALIZATION ALLOWANCE

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

The legal heirs are entitled to compensation in case of death and in case of injury it is the injured driver himself.

ARTICLE 3 EXCEPTIONS – LIMITATIONS

The insurance is not valid and no compensation is due, nor is it paid:

- 1. If a driver does not hold a driving licence provided for by law for the category of vehicle he drives, whether or not this offence contributed to the occurrence of the insurance risk.
- If the vehicle carries cargo or passengers beyond the permissible maximum indicated on the registration certificate or in relevant decisions of the competent authorities, without the effect on the accident being investigated.
- 3. When the vehicle is used for a use other than that indicated on the registration certificate.
- 4. For accidents due to sudden illness, unconsciousness, imprudence or gross negligence due to any cause and in particular as a consequence of drunkenness, abuse of psychiatric drugs, use of drugs and hallucinogens.

- 5. For accidents that occurred during the participation of the car in demonstrations or festivities or in official or unofficial races as well as in the related test routes (trainings), races (including tests), rallies, races, test races and endurance tests.
- 6. For direct or indirect personal injury caused either solely or in combination with other causes of physical hazards, ionising radiation or radioactive contamination by nuclear and atomic fuel of any kind or nuclear and atomic waste.
- 7. accidents caused by terrorist acts, civil unrest, mutiny, raids, hostilities, military and military operations (whether before or after the declaration of war), civil war, riots, demonstrations, strikes, riots, coups d'état or revolution and requisition of any kind, as well as by malicious acts of known or unknown perpetrators, third parties or not; civil unrest taking on the dimensions of or amounting to popular insurrection, military insurrection, revolution, military action with the aim of usurping state power, or any act of any person acting on behalf of or in connection with any organization with activity aimed at overthrowing by force the de jure or de facto government or with activity under the influence of terrorism or violence.
- 8. for accidents resulting from earthquake, flood, volcanic eruption, landslides or other physical disturbance and causing a major disaster by mass human accidents or not;
- 9. for accidents resulting from criminal acts of the insured, suicide or attempted suicide or willful misconduct or gross negligence,
- 10. for accidents suffered by the insured and directly or indirectly due to explosion or fire of the vehicle.
- 11. For accidents that will occur at a time when the car is travelling off roads intended for car traffic or on roads prohibited by the authorities.
- 12. 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, without investigating the effect on the accident.
- 13. If the driver is less than 23 years old or has a driving license that has not completed one year from the date of issue or is over 70 years old.
- 14. For accidents caused intentionally by the insured.
- 15. Accidents due to a previous illness of the insured driver.

- 16. All kinds of diseases, diseases, occupational or non-occupational diseases, surgeries that do not have as their cause an accident covered by this insurance policy
- 17. Accidents due to the load carried by the car itself, or when the car is pushed or towed by any force other than its own, or when the car itself pushes or tows another vehicle, or when its driver is not in place.
- 18. Accidents outside the insured vehicle are not covered.
- 19. Accidents caused after car theft.

ARTICLE 4 ACCIDENT REPORT - OBLIGATIONS OF THE INSURED / BENEFICIARY

- 1. The insured or his legal heirs or any other person acting on their behalf are obliged to report to the Company any accident within eight (8) working days from the time it occurred or from the time they became aware of the accident.
- 2. The beneficiaries of the compensation authorize with this insurance policy the Company to obtain any information or history from the doctors and hospitals involved in the accident and to conduct any necessary investigation, thus removing any commitment from medical confidentiality.
- 3. The beneficiaries of compensation also undertake to provide the Company with any necessary document that in its judgment is necessary for the objective assessment of its obligation, both for the payment of compensation and for 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 retain the right to compensation.

ARTICLE 5 CRITERIA - PAYMENT OF COMPENSATION - LIABILITY OF THE COMPANY

- 1. The payment of the compensation is made immediately after the verification of the supporting documents submitted and must be those requested by the Company for the payment of compensation.
- 2. The insured amounts listed in this insurance policy constitute the maximum limits of liability of the Company within the same annual duration.
- 3. Once a damage has been settled, no subsequent claim is reviewed, even if the same accident gives rise to it.

- 4. The Company will pay compensation for the direct and exclusive consequences of the accident that are independent of physical or pathological conditions that existed before the insurance.
- 5. In the case of invalidities or physical defects which pre-existed the insurance, compensation for permanent incapacity shall be paid only for the direct consequences caused by the accident, as if a person had been physically affected, without taking into account the aggravation of injuries resulting from previous conditions, while any provisions of the special insurance conditions shall apply.
- 6. For the determination of the permanent total capacity of the insured in the event of an accident, the Company is not bound by the judgment of the competent health committee of another insurance institution (even the State), both for the existence of the disability and for its percentage. The existence of the disability and its percentage will be determined by a committee, which will be selected by the Company, and will have a specialty related to the subject to be examined.
- 7. When compensation is paid for expenses that have already been paid, the insured must additionally submit to the Company the originals of the relevant receipts of medical fees, analytical bills and other payment receipts.
- 8. The original documents submitted will remain in the Company's archive. However, if the Company pays the supporting costs only partially, it returns the above original documents if requested in writing after noting on them the date of payment and the amount paid.
- 9. In the event that the recipient or the insured for the same event is entitled to compensation from another insurance institution, the Company on the basis of this insurance policy pays only the difference between the amount to be paid by the insurance institution and the total amount of the insured capital expenditure, within the limits of the insured capital. In order to recover this difference, the recipient of compensation must submit a certificate to that effect from the insurance institution from which he was compensated. Where there are several beneficiaries, insured amounts shall be paid to them in equal shares in the event of death, or otherwise, depending on the disability of each beneficiary.

- 10. The insured amounts mentioned in the insurance policy constitute the maximum limits, depending on the liability of the Company within the same annual duration.
- 11. Once the damage has been settled, no subsequent claim for the same cause is reviewed.
- 12. The cover is automatically terminated after an accident that resulted in the death or permanent total disability of the insured. In this case, any corresponding premium for the remaining period is not refunded.

ARTICLE 6 SUPPORTING DOCUMENTS IN THE EVENT OF DEATH

If the insured dies from a traffic accident immediately or at the latest within one hundred and eighty (180) days from it and because of it, the Company will pay in one (1) year to the beneficiaries the amount specified in the table of benefits of the policy in case of death by accident. The Company pays the compensation only after all the following documents have been submitted:

- a) Copy of the criminal case file relating to the traffic accident or any other official relevant document.
- b) Death certificate of the insured by a doctor or a hospital.
- c) Birth certificates of the insured person and beneficiaries
- (d) Certificate of next of kin
- (e) Certificate of non-publication of a will or a copy of a published and declared will.
- (f) Certificate of non-renunciation and non-infringement of inheritance rights.
- g) Certificate of Inheritance (if deemed necessary and requested by the Company)

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

ARTICLE 7 CONCURRENT OF CLAIMS

If due to an accident there is a case of concurrent claims for compensation under benefits A and B of this article, the Company is obliged to pay only one and even the largest. If, after payment of compensation for any of the benefits A or B of this article, a claim for compensation arises from another benefit of the same article, greater by the amount, the Company is obliged to pay only the difference between the amount of compensation already paid and the amount of the subsequent claim.

ARTICLE 8 ARBITRAL EXPERTISE

In the event that a dispute arises about the degree of disability or the consequences of the bodily injury, its causes, extent and reparation, the parties agree to resolve such dispute by arbitration, to be held in Athens in accordance with the provisions of the Code of Civil Procedure.

Before the arbitration is terminated, any action by the insured or the beneficiaries against the Company for the payment of compensation is inadmissible.

ARTICLE 9 BURDEN OF PROOF OF ENTITLEMENT TO COMPENSATION

The proof of all the necessary elements for the establishment of the right to compensation is the responsibility of the insured himself or the beneficiaries under the terms hereof.

ARTICLE 10 FEES AND TAXES

All present and future taxes, fees or other deductions charged to the policy, premiums, receipts or indemnities dependent on it shall be borne by the policyholder, the beneficiary or other persons entitled to the policy, even if they may have been paid in advance by the Company.

ARTICLE 11 JURISDICTION - APPLICABLE LAW

For any dispute arising from this insurance policy, Greek law will apply and the competent authorities are exclusively the Courts of Athens.