



## **MOTOR INSURANCE POLICY**

LeasePlan Insurance will provide cover to the Policyholder and/or the Insured in respect of their legal liability for injury or damage caused during the term of the Insurance Contract, in accordance with the Insurance Terms and Conditions and Insurance Schedule which outlines the insurance cover and the liability limits which the Policyholder and/or Insured have chosen and the Company has agreed to underwrite along with all necessary information and additional documentation which the Company provides.

The following documents are attached to the Insurance Terms and Conditions:

1. Statement of Objection-Template A
2. Statement of Objection-Template B
3. Statement of Receipt of Insurance Schedule and Documents

## **DEFINITIONS**

**Company :** means Euro Insurances DAC trading as LeasePlan Insurance having its registered address at Central Park, Ground Floor, Leopardstown, Dublin 18, Ireland with company registration number 222618. LeasePlan Insurance is an insurance company incorporated in the Republic of Ireland and is duly authorised and regulated by the Central Bank of Ireland to carry on non-life insurance business.

**Claims Representative in Greece:** means Advance Hellas having its registered address at 64, Lyssikratous street, 17674, Kallithea, Athens with VAT number 800371255.

**Insurance Amount:** means the amount of insurance indemnity which the Company will pay arising from the occurrence of an insured risk.

**Insurance Contract:** means the present contract, including the Insurance Terms and Conditions outlining, the obligations of the Company, Policyholder and Insured relating to the insured risks covered.

**Insurance Schedule:** means the part of the Insurance Contract which contains the personalised details thereof, i.e. Policyholder, Insured, Vehicle, number of the Insurance Contract, Insurance Premium, Insurance Amount, Insurance Period, Insured Risks.

**Insurance Period:** means the period during which the Company provides insurance coverage for the Insured Vehicle.

**Insurance Premium:** means the amount of money which the Policyholder or Insured pays to the Company for the provided insurance coverage.

**Insured:** means the individual or legal entity whose liability is covered by the Insurance Contract and is deemed to include the owner, holder, driver or agent of the driver and any person who is responsible for the Insured Vehicle.

**Europe:** means the countries who participate in the Agreement between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States namely: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including the Faro Islands), Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein), United Kingdom (including the Channel Islands, Gibraltar and the Isle of Man).

**Policyholder:** means the party which concludes the Insurance Contract with the Company.

**Insured Vehicle:** means a mechanically self-propelled motor vehicle which is insured under the Insurance Terms and Conditions of the Insurance Contract, details of which has been accepted by the Company.

**Insurance Proposal:** means the relevant and material information provided to the Company in support of an application for cover under the Insurance Contract.

## **INSURANCE TERMS AND CONDITIONS**

### **Applicable law**

Greek law. The present Insurance Contract is mainly governed by the provisions of Law 4364/2016, Law 489/76 as codified and applicable and Law 2496/97 on a supplementary basis.

### **Right of objection and withdrawal**

The Policyholder has right of objection regarding the content of every provision of the Insurance Contract which they consider as deviating from their Insurance Proposal. Such right is exercised by filling in and sending to the seat of the Insurance Company the attached Statement of Objection (Template A), exclusively by registered post within one (1) month from the receipt of the Insurance Policy. Such receipt is deemed to have taken place when the Insurance Premium has been paid. In case of failure of delivery of (a) the information required by law (article 150 of Law 4364/2016) at the submission of the Insurance Proposal and (b) the Insurance Terms and Conditions at the delivery of the Insurance Policy, the Policy Holder has the right of objection to the Insurance Contract. Such right is exercised as described above by using the Statement of Objection (Template B), within fourteen (14) days from the delivery of the Insurance Policy.

If the insurance contract lasts longer than one (1) year, the Insured has the right to withdraw from the Insurance Contract within fourteen (14) days from the delivery of the Insurance Policy. The right can be exercised through a written instruction sent to the seat of the Company by registered post only.

If the Policy Holder exercises any of the above rights, the Insurance Contract becomes null and void ab initio, immediately and automatically as from the date the above mentioned statement is delivered at the post office and it is considered never to have been issued.

It is hereby pointed out that objection or withdrawal rights cannot be exercised if up until the above mentioned instruction is delivered at the post office or shortly afterwards and up until the time it arrives at the seat of the Company, an insurance risk covered by the Insurance Contract has occurred.

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

### **Questions and/or Complaints Handling**

The Policyholder and/or the Insured should address any question or complaint they may have regarding the Insurance Contract to the Claims Representative of the Insurance Company in Greece "Advance Hellas" tel + 30 210 957 6762 , fax +30 210 957 8397.

In this case, they must quote the number of their Insurance Contract in order to facilitate a prompt reply.

If they are not satisfied with the way their complaints are dealt with, they are kindly requested to write to the Legal, Risk and Compliance Department at the following address:

LeasePlan Insurance,  
Ground Floor,  
LeasePlan House  
Central Park,  
Leopardstown,  
Dublin 18,  
Ireland

## **A) INSURED RISKS**

### **Motor Third Party Liability**

1. Motor Third Party Liability insurance covers the legal claims brought by third parties against the Policyholder and/or Insured, as a result of legal liability arising from the circulation of the Insured Vehicle as described in the Insurance Policy and legal liability arising from the towing of another vehicle by the Insured Vehicle up to the Maximum Liability Limit resulting in:

- death of persons;
- injury of persons;
- material damage caused to property not belonging to the Policyholder and/or the Insured;
- material damage caused to property not carried in or /on the Vehicle;
- death or personal injury suffered by the Insured Vehicle's passengers;

In addition, Motor Third Party Liability insurance also indemnifies the Policyholder and/or the Insured in relation to claims made by third parties against the Policyholder and/or the Insured arising from the circulation of the Insured Vehicle following the Insured Vehicle being stolen or obtained with the use of violent means.

This Motor Third Party Liability insurance does not provide cover for any legal liability of any individual who takes possession of the Insured Vehicle by theft or violence nor for any individual who intentionally causes injury and/or damage arising from the circulation of the Insured Vehicle.

Motor Third Party Liability covers for personal injury, as described above, including indemnity for moral damage.

2. The following are not considered to be third parties:

- a) the driver of the Insured Vehicle that caused the injury or damage;
- b) any person whose liability is covered by the Insurance Contract;
- c) the person who has concluded the Insurance Contract with the Company;
- d) the legal representatives of an insured legal entity or of a company that has not acquired legal status yet.

3. All drivers whose liability is covered under this Insurance Contract must be holders of a legal driving licence.

## **B) GENERAL EXEMPTIONS**

With regard to Motor Third Party Liability cover, indemnity under the Insurance Contract will not be provided in respect of:

- a) Injury or damage caused by a driver who is not a holder of a driving licence that is suitable for the type of Insured Vehicle being driven by the driver.
- b) Injury or damage caused during the time when the driver of the Insured Vehicle was under the influence of alcohol and/or toxic substances and/or pharmaceutical substances that may adversely affect a person's driving ability under their instructions of use in violation of the Road Traffic Code, as applicable, provided that such violation caused the accident
- c) Injury or damage caused during the time when the Vehicle was being used for a different purpose than the one stated in the Insurance Proposal and the traffic licence, provided that such usage caused the accident.

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

## **C) GENERAL INSURANCE TERMS AND CONDITIONS**

### **01. Insurance Contract**

The Insurance Contract was drawn up and is in force according to the information provided in the Insurance Proposal and other communications that the Policyholder has submitted to the Company. The Insurance Premium has been calculated accordingly.

The existence of insurance coverage is proven by the possession of the insurance policy which is delivered by the Company to the insured or the policyholder within five (5) days from the collection of the premium as well as by the insurance certificate issued by the Company, containing the basic details of the insurance. Before the delivery of the insurance policy, the insurance coverage is proven by the receipt of payment of the required amount for insurance of the vehicle.

The obligations of the Company, the Policyholder and the Insured are defined by:

- the Insurance Proposal
- the Insurance Schedule,
- the Insurance Terms and Conditions, and
- any Additional Endorsements that may be issued on the basis of the amendments made to the Insurance Contract as agreed upon by both parties.

Any term that is not included in any of the above sections of the Insurance Contract shall not apply.

The Policyholder and the Insured are aware of and accept the Insurance terms and conditions which they have received.

## **02. Geographical Limits**

The Motor Third Party Liability insurance shall be valid within the geographical territory of Europe (as defined) or such other territory as agreed in writing by the Company during the Insurance Period.

## **03. Maximum Liability Limit**

The Company's maximum monetary limit arising out of use of the Insured Vehicle in Greece are the Insurance Amounts as set out in the Insurance Schedule.

The Company will provide indemnity up to the minimum limits of liability required by law arising out of use of the Insured Vehicle in countries outside of Greece that are otherwise within the Geographical Limits.

If the Company is required to pay legal or extrajudicial costs in excess of the Insurance Amounts, the Company shall have the right of recourse against the Insured.

## **04. Duration of Insurance Contract**

The Insurance Contract shall be valid throughout the period of time that is stated in the Insurance Schedule provided that the Insurance Premiums are paid in due time for the corresponding Insurance Period. The Insurance Contract is renewed at the end of each Insurance Period, provided that the premium of the next Insurance Period has been timely paid at the latest until the expiry of the existing Insurance Policy. For every renewal, a new Insurance Policy and/or certificate is issued.

## **05. Termination of the Insurance Contract**

- a) The Insurance Contract may be terminated at any time by means of a written agreement to that effect between the contracting parties.
- b) The Policyholder or the Insured can terminate the Insurance Contract, at any time, by written notice served to the Company. The termination becomes effective directly from the date of delivery to the Company.
- c) The Company may terminate the Insurance Contract by written notice only due to breach of substantial term thereof by the Policyholder or Insured, being obliged to prove it. By such notice, which is serviced to the Policyholder and the Insured by registered post or on receipt, the Company notifies them that the non compliance with the violated substantial term within thirty (30) days will result in the termination of the Insurance Contract.
- d) The termination of the Insurance Contract in all the above cases becomes effective against third parties only after the lapse of sixteen (16) days after the notification by the Company to the Information Center.

## **06. Insurance Duties**

1. When the Insurance Contract is drawn up, the Policyholder or/and Insured are under an obligation to make known to the Company all the details of the Insured Vehicle, as well as

any other information that might affect the acceptance of the insurance and the calculation of Insurance Premiums.

2. If for any reason that is not the responsibility of the Company, the Policyholder or the Insured, the aforementioned details have not been made known to the Company, the Company has the right to terminate the contract or to request its amendment within a period of one (1) month after becoming aware of these details or information.
3. A proposal made by the Company to amend the contract shall be regarded as a notice of termination if within a period of one (1) month from the date the amendment proposal is received, it is still not accepted.
4. If the obligation provided for in paragraph 1 of this article is violated as a result of negligence, the Company shall have the rights stated in paragraph 2 of this article; in addition, if this happens before the Insurance Contract is amended in accordance with paragraph 2 of this article, or before the notice of termination becomes effective, the insurance indemnity shall be reduced by the rate of the Insurance Premium that has been defined towards the Insurance Premium that would have been defined, if no such violation existed.
5. If the obligation provided for in paragraph 1 hereof is violated as a result of fraud, the Company has the right to terminate the contract within one (1) month from the time it receives information in respect of the insurance. If the insurance incident occurs within the aforementioned deadline, the Company is exempted from its obligation to pay the insurance indemnity. The Policyholder or/and the Insured is obligated to provide compensation for any damage suffered by the Company
6. If the Company seeks to terminate the Insurance Contract as provided for in paragraph 2 and in paragraph 4 of this article, the results of such termination shall take effect fifteen (15) days after the date a notice of termination is received by the Policy Holder or one (1) month after the date the Policyholder receives a proposal for amendment as provided for in article 3 hereof. In the event of paragraph 5 hereof, the notice of termination shall take effect immediately.
7. During the Insurance Period, the Policyholder or/and the Insured are obligated to declare to the Company within 14 days from the date they become aware of any change made in the details of the Insured Vehicle, and/or the driver/s, as well as any other piece of information or circumstances that might entail considerable increase of the risk to the point that if the Company was aware of that risk, it would not have entered into a contract at all or it would not have entered into a contract with the same terms and conditions. In such a case, as soon as the Company becomes aware of the increased risk, it has the right to terminate the contract or to request that it is amended, as described in paragraphs 2, 3, 4, 5 and 6 hereinabove.

In addition, the Policyholder or/and the Insured are obligated to immediately notify the Company in writing of any change in their address.

## **07. General Obligations of the Policyholder and the Insured in the event of Damage**

In the event of damage, the Policyholder or/and the Insured are obligated:

- a. To notify the Company or the Company's nominated Claims Representative in writing, within 8 days from the date they become aware of any incident which might become the subject of a claim under this Insurance Contract
- b. To notify the authorities as soon as they become aware of the any incident which might become the subject of a claim under this Insurance Contract and, regardless of the actions taken by the authorities, to take every reasonable action in order to limit the extent of the injury or damage.
- c. To facilitate and provide every possible and reasonable help to the Company's representatives, the Company's nominated Claims Representative and experts and the police authorities in order to investigate the incident.
- d. To forward to the Company or the Company's nominated Claims Representative within eight (8) days any judicial or other correspondence in respect of any incident which might become the subject of a claim under this Insurance Contract
- e. Not to make any admissions of liability for any incident which might become the subject of a claim under this Insurance Contract
- f. Not to take any action that would mean acceptance or rebuttal or recognition or compromise or adjustment of the covered Insured Risk without prior written consent from the Company.

The Company or the Company's nominated Claims Representative is entitled, in any way it considers appropriate, to rebut or settle a claim in the name of the Policyholder or/and the Insured, to pursue in their name and for its own benefit, the restitution of any damage or the satisfaction of any other compensation claim up to its Maximum Limit of Liability, after notifying the Policyholder to this effect. The Company shall also have full discretionary power in the initiation of any judicial proceedings or the settlement of any claim. The Policyholder or/and the Insured are obligated to provide any information or special help that the Company may deem necessary and request of them. The Policyholder and/or the Insured must also provide a special Power of Attorney to the Company or the Company's nominated Claims Representative to represent them before any authority or court of law if the Company or the Company's nominated Claims Representative wishes to do so.

If the Policyholder and/or the Insured do not comply with the above obligations, they may be obligated by court decision to pay to the Company up to two thousand (2.000) Euros.

## **08. Premium Readjustment**

The Company reserves the right to readjust the Insurance Premium and the Terms and Conditions. If the Policyholder or / and the Insured do not accept the readjustment, they can declare their non-acceptance to the Company and the Insurance Contract shall be terminated according to article 5 hereinabove for the forthcoming period.

However, the payment of the Insurance Premiums by the Policyholder or/and the Insured after the aforementioned readjustment has taken place is an explicit statement of acceptance in respect of the new Insurance Premium and the terms of the Insurance Contract.



## **09. Rights and Obligations of the Insured**

1. The Policyholder or/and the Insured have the right to receive the Insurance Schedule together with the insurance certificate, as well as any other relevant documentation.
2. No receipt for the payment of Insurance Premiums shall be valid unless they bear the signature or the stamped signature of those persons who legally represent the Company, in accordance with its Articles of Association or the decisions adopted by its Board of Directors.
3. As regards Motor Third Party Liability, if Insurance Premiums are not paid and the Company is obligated to pay insurance indemnity to third parties in application of the provisions of Law 489/76 or as a result of a court decision, the Company shall have the right of recourse against the driver, the Insured or/and the Policyholder.
4. The Policyholder or/and the Insured are obligated to notify the Company of any change of Insured Vehicle, or alterations to the Insured Vehicle, as well as change in details of the insured drivers.

## **10. Insurance with more than one insurer.**

If the Insured Vehicle has been insured against the same risk by one or more insurance companies the Policyholder or/and the Insured are obligated to notify the Company of these insurances in writing without delay.

If such notification is not received, the indemnity under this Insurance Contract shall be limited to the amount that is not covered by the other insurance companies.

If such notification is not received, the Company reserves the right to terminate the Insurance Contract and deduct the Insurance Premiums owed thus far.

Any damage that may happen during the Insurance Period shall be distributed to all the insurance companies depending on the percentage of participation in the insured risk. If the Policyholder or/and the Insured fraudulently omits the above notification, the Company shall be exempt from all responsibilities in accordance with article 15 of Law 2496/97.

If there are successive insurances, only the last one is valid and the last insurance company is solely liable for the payment of insurance indemnity to any third party. The previous insurance contracts are automatically invalid, without a termination or notification being necessary.

## **11. Succession in the insurance relationship**

If ownership of the Insured Vehicle is transferred as a result of death, the rights and the obligations of the first owner shall be transferred to the new owner unless he informs the Company that he does not accept the insurance within a period of one (1) month after the death of the first owner.

If the ownership or possession of the Insured Vehicle changes as a result of succession, the Insurance Contract terminates automatically after the lapse of thirty (30) days starting from the day of the succession. In such a case the Company should return the amount of any unearned Insurance Premium. The termination of the Insurance Contract is valid against all third parties.

## **12 Amending the Insurance Contract**

Upon the written consent of the Company, it is possible to amend the Insurance Contract currently in effect as from the date that follows the date of Proposal made by the Policyholder or/and the Insured.

## **13 Announcements and statements**

All announcements and statements made by the Policyholder and/or the Insured shall be in writing and shall be addressed to the Company's central offices in Ireland or to the Claims Representative's central offices in Athens.

## **14 Claims Settlement**

The Company has the right to conduct an investigation in respect of the causes of the insurance incident and the circumstances in which it took place.

## **15 Time prescription**

Any claim or demand arising from the Insurance Contract shall be prescribed four years after the end of the year in which the claim was generated, unless there is legal deferment or interruption of the time prescription, under the reservation of article 10 par.2 of Law 489/76.

## **16. Competent Courts**

It is explicitly hereby agreed that the Athens Courts shall have jurisdiction to settle any disputes that may arise between the Company and the Policyholder and/or Insured in the context set out in the Insurance Contract.

## **17. Currency**

All payments under this Insurance Contract shall be paid in Euro, unless determined otherwise by the Company.

The present Insurance Terms and Conditions are valid as of January 1st, 2018.



**BY REGISTERED POST – TEMPLATE A**

To:

LeasePlan Insurance.  
Ground Floor,  
LeasePlan House,  
Central Park,  
Leopardstown,  
Dublin 18,  
Ireland

**Statement of Objection**  
(article 2, paragraph 5 of Law 2496/1997)

I hereby state my objection as regards the content of the insurance contract that your Company delivered to me, because the content thereof does not correspond with the insurance proposal that I submitted to you as regards the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Consequently, the insurance contract that was entered into between us is void from the very beginning as if never concluded, while the insurance policy that you delivered to me has no validity whatsoever.

Date  
(Day-Month-Year)

Stated by  
(Full Name – Signature)



**BY REGISTERED POST – TEMPLATE B**

To:

LeasePlan Insurance  
Ground Floor,  
LeasePlan House,  
Central Park,  
Leopardstown,  
Dublin 18,  
Ireland

**Statement of Objection**

(article 2, paragraph 6 of Law 2496/1997)

I hereby state my objection against the insurance contract that was entered into between us by virtue of the insurance policy with reference number ..... which you delivered to me because:

- I have not received any document with the information that is provided for in article 150 of Law 4364/2016.
- The insurance policy I have received was delivered to me without the general insurance terms and conditions.

Consequently, the insurance contract that was entered into between us is void from the very beginning as if never concluded, while the insurance policy that you delivered to me has no validity whatsoever.

Date  
(Day-Month-Year)

Stated by  
(Full Name – Signature)



**Statement of Receipt of  
Insurance Policy and Documents**

I, the undersigned .....

Contracting Party in the Motor Third Party Liability and supplementary insurance covers Insurance Policy mentioned below issued by "LeasePlan Insurance"

hereby state that:

1. I have received the Vehicle Insurance Contract with contract number ..... and the accompanying Insurance Terms and Conditions.
  
2. I have been informed about my Rights of Objection against the insurance contract, by relevant reference in the insurance contract which also shows the personalised details of the contract.
  
3. I have received a document which includes Statement of Objection Templates against the insurance contract; these templates cover both cases of my Right of Objection that are stated in the insurance policy as above.

Location

Date (Day – Month – Year)

Stated By (Full Name – Signature)