



TERMS AND CONDITIONS OF SERVICE

The company **ODYKY Auto Assistance** (called “The Company” from now on for the purposes of this document) will provide the following services under the following conditions to the vehicle specified on the attached Table, for a fee:

1. Services provided on behalf of The Company

- A. **Immediate Roadside Assistance/ Technical Support services** for the specified vehicle excluding vehicles over 3.5 tonnes gross weight and/or length from the front bumper to the rear wheel over 5.5 meters.
- B. **Accident Care Service** to the specified vehicle even if it exceeds 3.5 tonnes gross weight and/or length from the front bumper to the rear wheel over 5.5 meters.

2. Terms and Conditions of Services offered:

A. **Immediate Roadside Assistance/ Technical Support** for the specified vehicle of the Policyholder, (excluding trucks above 3.5 tonnes gross weight), ie: immediate provision of roadside assistance / technical support including the following:

- Towing to car repair shop of the Policyholder’s choice.
- Repair of the specific vehicle on the road should that be feasible.
- Change of tire/s of the specified vehicle.
- Unlocking of the specified vehicle.
- Jump start of the specified vehicle (battery).

B. **Accident Care Service** for the Policyholder’s specified vehicle including vehicles exceeding 3.5 tonnes gross weight ie: immediate attendance at the scene of the accident and completion of the claim form ensuring the following:

- Photographs of the scene of the accident,
- Photographs of the damages of the involved vehicles,
- Photographs of the registration documents, the insurance certificates of the involved vehicles as well as the driving licenses of the drivers of the involved vehicles (provided they consent to it),
- Recording the witnesses’ data (name, surname, ID number, address, telephone, etc) details of the accident and notification of trauma.

3. The Company will provide these services within reasonable time depending on the distance from the office the event has occurred, the traffic, the weather or other conditions. Should the weather conditions are adverse due to bad weather, flooding, snowfall, frost etc, the Company maintains the right to suspend its services.

4. Should the fault is repairable with the means held by the mobile mechanics of the Company, then it will be repaired and the specific vehicle will be set on the spot. Should the fault cannot be repaired on the spot the Company will transport the specified vehicle with a tow truck to the repair shop of the Policyholder’s choice.

5. The services mentioned above are provided to the Policyholder twenty four hours a day throughout the whole year, including Sundays and Bank holidays throughout the whole land under the Greek – Cypriot dominance. In case of repairs of the specified vehicle on the spot that require placement of spare parts or components or fuel the Company will charge the Policyholder who is required to pay immediately.

6. The maximum number of Services claims during one year that the Policyholder can claim are three (3) for each vehicle, excluding calls relating to accidents and to their transportation after an accident.

7. For service provision the Policyholder is required to call the Company and provide the registration number of the specified vehicle, the exact location where it has become immobile and any other details he will be asked for in order to facilitate the services provided to him.

8. Should the Policyholder abandon his specified vehicle, the Company bears no responsibility for the loss of any of the Policyholder’s personal items from the vehicle or for any other damage or loss occurring on the vehicle.

9. Should the Policyholder is not up to date with his payments of the subscription fee, the company retains the right to decline to provide any services to the specified vehicle.

10. Should the specified vehicle become immobile and the Policyholder does not call the Company for assistance, but call any other similar company, the Company is not required to pay the Policyholder or any other third person for services provided.

11. Should the specified vehicle be damaged during towing and/or the services provided as a result by the Company’s actions, the Company will compensate the Policyholder for any damage caused to the specified vehicle.

12. Should the damage of the specified vehicle cannot be repaired on the spot it is up to the Company to decide which mean will be used for its transportation. Should the specified vehicle require a special mean (lift, special towing truck) that the Company doesn’t have, the Company will then source the mean on behalf of the Policyholder for a fee payable by the Policyholder.

13. In case of adverse conditions (floods, snowing, frost, fog, landslide, earthquakes, cut off or damaged roads and other similar conditions) the Company will attempt to provide services where objectively possible.

14. During the transportation of the specified vehicle, the Company’s driver can assist other Policyholders with their vehicles that have sustained faults should they be on his way.

15. Should the specified vehicle be loaded during the time that needs to be towed, the Company will decide whether to tow it with its loading or not. In the event that the Company will decide that the specified vehicle will be towed without its loading, the Company will assist the Policyholder in finding a suitable vehicle to reload and transport the load at his own expense.

16. Should the vehicle has undergone structural modifications, that make its transportation difficult or increase the risk of damage, such as low bumpers, addition of a lifting machine (lift), conversion to a refrigerator, addition of a crane, high canopy etc, it is up to the Company to decide whether it will be towed provided that the total load does not exceed 3.500Kg and the Policyholder will pay for any damage caused during its loading and unloading and its transportation.
17. Should the specified vehicle become immobilized within the Policyholder's district of residence (as stated by the Policyholder to the Company) the Company will transport it to a car repair shop within this district. Should the Policyholder want o transport it outside that district, this will be done at his own expense. Should the specified vehicle become immobilized in a district different to the one of the Policyholder's residence (as stated by the policy holder to the Company) the Company will transfer it to a car/motorcycle repair shop within the district it has become immobilized or to the Policyholder's district of residence (as stated by the Policyholder to the Company).
18. The services will be provided on a first come first served basis depending on the time the call was received.
19. The Company does not undertake the storage of the transported vehicles, with the exception of the time they are being serviced.
20. The Company is not obliged to move third party vehicles, in order for the Policyholder's vehicle to be freed to facilitate transportation.
21. The Company is not obliged to place anti skid chains on the tires of the Policyholder's vehicles.
22. The present agreement falls under the condition president that the vehicle is in good mechanical condition and is fully functional.
23. The terms of this agreement are legally binding and breaking any of those gives the right to the blameless/innocent part to terminate the agreement and /or demand compensation for any damages it will incur.

EXEMPTIONS:

No services will be provided by the company if:

1. The Insurance Contract is not valid and the Policyholder does not have a certificate of insurance or a valid cover note.
2. The specified vehicle requires further transportation from repair shop to repair shop or from the Policyholder's residence to the repair shop should the Policyholder had chosen for the specified vehicle to be transported to his residence instead of the repair shop.
3. The damage of the specified vehicle occurred during car racing or rally dexterity or car shows. Antique vehicles that participate in Vintage Car Rallies are exempt.
4. The driver is under the influence of alcohol or other substances and is not fit to drive the specified vehicle provided that the vehicle is in good working order.
5. The Company does not have the keys of the specified vehicle that has become immobilized making its transportation unfeasible. The keys of the vehicle should be with the vehicle. The Company is not obliged to collect the keys from a different point.
6. The specified vehicle has been damaged prior to the contract becoming valid or the renewal and has not been repaired or the specified vehicle was immobilized before the contract becoming valid.
7. The Policyholder is not able to determine the exact point the specified vehicle became immobilized.
8. The specified vehicle is of new technology and its unlocking requires a specialized locksmith. In case the vehicle cannot be unlocked or the lock is jammed or the vehicle has an electronic lock, the Policyholder should call a locksmith of his choice, or be helped to find a locksmith and bear the relevant costs.
9. The gearbox is jammed and the neutral cannot be put in. In this case, the Policyholder must call an engineer to release the gearbox or the hand brake, and then they can be transported.
10. The vehicle has faults at: flash, horn, long distance lights, headlights, mirror. Cases which raise the issue of safe driving are excluded.
11. The specified vehicle is at a police station or elsewhere due to a traffic or other offense and not due to an accident or damage.
12. The Policyholder is covered by a Motor Trade type insurance policy. In this case only Immediate Services for Road Traffic Accidents are offered.
13. The specified vehicle is immobilized due to a tire failure and cannot be changed for any reason (eg tight screws, lack of spare wheel (spare), deflated spare wheel (spare) etc). In such a case the Company will transport the specified vehicle at the nearest tire repair shop. If the Policyholder wishes to transport the specified vehicle to a workshop of his preference which is further away from the nearest, then he will be charged for transportation. Cars that do not have a spare wheel (spare) since manufactured, are excluded.
14. The specified vehicle is located in saline, river, sea, mud, sand, snow, or ice, fields, ravines, cliffs, bumps, or inaccessible roads, in inaccessible and dangerous places. The Company is obliged to visit the place where the Policyholder has been immobilized, and this exception will apply if it is found that towing is not possible.
15. The specified vehicle is located in enclosed or narrow spaces, underground or multi-storey car parks that do not allow approaching of the tow truck as well as when it is not possible to approach due to other obstacles.

On behalf of
ODYKY Auto Assistance

