

## **GENERAL CONDITIONS OF MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE FOR HIGHWAYS**

### **A.1. PURPOSE**

The purpose of these General Conditions is to regulate the procedures and principles regarding the rights and obligations of the persons concerned regarding the Compulsory Liability Insurance for Motor Vehicles, which is regulated for the legal liability imposed on motor vehicle operators in accordance with the Highway Traffic Law No. 2918 dated 13/10/1983.

(Amended: RG-2/2/2016-29612)(1) These General Conditions are a whole with their annexes. Insurance coverage limits are taken as basis for application as of the date of the accident.

### **A.2. DEFINITIONS**

In the application of these General Conditions;

- a) Insured: The person deemed to be the operator of the motor vehicle in question in accordance with the Highway Traffic Law No. 2918,
- b) Highway: Areas deemed to be highways in accordance with the Highway Traffic Law No. 2918 and other areas open to general traffic and places connected to the highway,
- c) Motor Vehicle: Motor vehicles subject to registration in the traffic registry or special registry organized by the relevant legislation in accordance with the relevant legislation,
- d) (Amended: RG-2/8/2016-29789) Operating Status: The operation of the mechanical parts of the motor vehicle, (Even if the mechanical parts do not work, the motor vehicle starting to move on its own is considered as operating status. The fact that the accident is non-contact does not prevent liability.)
- e) Damage: The direct decrease in the economic value of the property of third parties or loss of bodily integrity, permanent disability or death caused by a traffic accident caused by the operation of a motor vehicle. material losses whose content is determined by these General Conditions,
- f) Equivalent (Equivalent) Part: Parts that are produced for the purpose of replacing the main-original parts used in the erection of a motor vehicle, and whose compliance with the criteria determined by comparing them with the original part (mass, size, material and functionality etc.) according to the test and inspection methods determined within the framework of the relevant legislation (regulation, standard, technical regulation) must be documented through documents to be issued by authorized institutions within the framework of the procedures and principles determined by the Undersecretariat of Treasury, (In the event of the existence of a document within this scope, the parts subject to the document are assumed to be of equivalent quality until the contrary is proven by the claimant.)

g) Original Part:

i) Spare parts that are of the same quality as the parts used in the production or erection of a motor vehicle and are produced in accordance with the criteria and production standards set by the supplier in the production of the parts or spare parts used in the production or erection of the said motor vehicle,

ii) Spare parts produced in the same production line as the original parts of the vehicle, (The Treasury has proven that these parts are of the same quality as the parts used in the erection of the said vehicle and are produced in accordance with the criteria and production standards set by the vehicle manufacturer. If documented within the framework of the procedures and principles to be determined by the Undersecretariat, the parts subject to the document are assumed to be original spare parts until the contrary is proven by the claimant.)

iii) Codified, undamaged, non-equivalent parts that meet vehicle safety and environmental standards, removed from vehicles that have reached the end of their life within the framework of the relevant legislation or from damaged vehicles according to the principles to be determined by the Undersecretariat of Treasury,

h) (Added: RG-2/8/2016-29789) Liability Risk: The insured's liability for compensation arising from the operation of a motor vehicle, including force majeure events that cause an accident, and the faults of the victim, the rightful owner and other relevant third parties,

i) (Added: RG-2/8/2016-29789) Mediator: The person registered in the mediation registry and working in dispute resolution according to the Law on Mediation in Legal Disputes No. 6325 dated 7/6/2012,

### A.3. SCOPE OF INSURANCE

The insurer is obliged to cover the claims regarding compensations specified in these General Conditions within the scope of the legal liability of the insured under the Highway Traffic Law No. 2918 due to the fact that the insured has caused the death or injury of third parties or damage to something during the operation of the motor vehicle defined in the policy, within the compulsory insurance limits valid as of the date of the accident. The scope of the insurance is limited to the compensation claims that third parties may claim from the insured within the scope of the liability risk of the insured within the framework of the Highway Traffic Law.

The Losses caused by trailers or semi-trailers (including light trailers) being pulled attached to the vehicle or a towed vehicle are covered by the insurance of the tow truck. However, trailers used for carrying people are included in the coverage provided that an additional liability insurance, the special conditions of which will be specified in the policy, is provided for them.

In order to prevent or reduce the damage in an accident, the reasonable and necessary expenses to be incurred by the insured are covered by the insurer within the coverage limits.

This insurance ensures the insured's defense against unfair claims within the framework of Article B.2.4 of these general conditions.

#### A.4. GEOGRAPHICAL LIMITS OF INSURANCE

This insurance is valid within the borders of Turkiye.

#### A.5. COVERAGE TYPES COVERED

The coverage types covered by this general condition are listed below.

a) (Amended: RG-2/8/2016-29789) Material Losses Coverage: This is the decrease in the rightful owner's direct assets, including the loss of value in the damaged vehicle as defined in this general condition as of the date of the accident. The loss of value in vehicle accidents for which the insured is responsible is determined by insurance experts licensed in the relevant branch upon request. The determination of the loss of value is made according to the principles in the annex of this General Condition.

b) Health Expenses Coverage: This is the coverage covering all treatment expenses incurred to ensure the physical return of the third party to their former state due to a traffic accident, including the cost of prosthetic organs. The caregiver expenses incurred during the treatment period from the start of the treatment of the victim due to the accident until the victim receives a permanent disability report, other expenses related to the treatment and expenses related to the partial or complete loss of working capacity due to the traffic accident are within the scope of health expense coverage. Health expense coverage is the responsibility of the Social Security Institution and the responsibility of the insurance company and the Security Account due to the relevant coverage has ended in accordance with the provision of Article 98 of the Highway Traffic Law No. 2918.

c) Permanent Disability Coverage: This is the coverage to be determined in accordance with the principles included in the annex of this general condition in order to cover the financial losses that the third party will suffer in the future due to permanent disability. After the completion of the treatment of the victim due to the accident, the caregiver expenses that occur after the determination of the permanent disability rate with the disability health board report to be obtained from an authorized hospital are within the scope of permanent disability coverage, provided that they are limited to these coverage limits. The disabled person is taken into account in determining the amount of the compensation in question.

In determining the disability rate regarding the permanent disability compensation, the health board report to be prepared in accordance with the legislation regarding the disability criterion classification and health board reports to be given to the disabled is taken into account. In the event that a determination regarding the causal link is included in the documents regarding the traffic accident to be issued by the relevant health service providers in the compensation payment, the insurance company is responsible for proving the contrary of this determination. When the insurer applies to the objection procedure regarding the report in question in accordance with the relevant legislation, it is obliged to cover the documented expenses incurred by the victim upon objection within the scope of this coverage.

d) Loss of Support (Death) Coverage: This is the compensation to be determined in accordance with the principles in the annex of this general condition to cover the support losses of those who are deprived of the support of the deceased due to the death of a third party. The deceased person is taken into account in determining the amount of the said compensation.

#### A.6. CASES EXCLUDED FROM COVERAGE

The following cases are excluded from insurance coverage:

- a) Losses caused by vehicles that are not in operation,
- b) Compensation claims that correspond to the owner's own fault,
- c) Compensation claims by the relevant parties that are not within the scope of the insured's liability risk,
- d) Claims that the insured, their spouse, the insured's lineal and family members, those related to the insured through adoption, and the insured's siblings living together may put forward due to Losses to their property,
- e) Support compensation claims of the owner who is deprived of support that are not within the scope of the insured's liability risk, and support compensation claims of the owner who is deprived of support that correspond to the support person's fault, although within the scope of the insured's liability risk,
- f) Claims to be put forward against the insured due to Losses to the goods carried in the insured vehicle or the trailer/semi-trailer pulled by this vehicle, other than the luggage and similar items carried by the injured parties,
- g) Claims for moral compensation,
- h) Claims that the insured may make against persons for whose actions they are held responsible under the Highway Traffic Law,
- i) Claims to be made due to Losses to the insured's vehicle or to trailers and semi-trailers or vehicles towed by this vehicle,
- j) Losses caused by stolen or hijacked vehicles for which the insured is not responsible according to the Highway Traffic Law, claims to be made due to Losses incurred by persons who get on the vehicle knowing that it is stolen or hijacked, and claims of persons who steal or hijack,
- k) Losses resulting from the use of motorized bicycles,
- l) Losses caused by vehicles used in terrorist acts specified in the Anti-Terror Law No. 3713 dated 12/4/1991 and in sabotage resulting from these acts, and claims to be made due to

Losses incurred by persons who get on the vehicle knowing that it is used or will be used in terrorist acts, and claims to be made due to Losses incurred by persons who use the vehicle in acts of terrorism and related sabotage claims,

m) Claims arising from environmental Losses related to the cleaning, transportation and disposal costs of collected wastes due to pollution or risk of pollution of soil, groundwater, inland waters, sea and air due to motor vehicle accidents, and the reconstruction of the environment damaged due to Losses to biodiversity, living resources and natural life,

n) Claims for compensation due to reflection or indirect Losses arising from damaging events such as loss of income, loss of profit, business interruption and deprivation of rent,

o) Claims subject to general provisions by the relevant legislation,

p) Liabilities regulated in Articles 104 and 105 of Law No. 2918 (Situations included in the scope of these articles are subject to compulsory financial liability insurance taken out for this purpose.),

r) All expenses arising from criminal prosecution and administrative and judicial fines,

s) Claims outside the scope of the coverage defined by this General Condition and its annexes.

(Added: RG-2/2/2016-29612)(1) The insurer reserves the right to apply to the estate of the insured and the heirs who are the debtors of the estate for the compensation payments made to the relevant parties despite being within the scope of subparagraph (d) of the first paragraph of this article, to the extent of the fault of the insured and within the scope of the relevant legislation.

## A.7. BEGINNING AND END OF INSURANCE

Insurance starts at 12:00 noon Turkish time on the days written as starting and ending dates in the policy, unless otherwise agreed upon, and ends at 12:00 noon.

The procedures and principles for terminating the insurance contract before the end of the term are determined by the Undersecretariat of Treasury.

## B.1. LOSSES AND COMPENSATION

### B.1.1. Obligations of the Insured and/or the Policyholder in Case of Occurrence of Risk

The insured is obliged to fulfill the following in case of occurrence of risk:

a) According to this contract, to notify the insurer of an event that will require his/her liability within ten days from the moment he/she becomes aware of it, and to immediately notify the insurer of the request directed to him/her,

b) To take measures to the extent possible in order to prevent, reduce or increase the damage as if he/she were not insured, or to protect the insurer's recourse rights arising from the policy, and to comply with the instructions given by the insurer for this purpose,

c) After the occurrence of the risk, in accordance with the contract or upon the request of the insurer, to provide the insurer with all kinds of information and documents that are necessary and expected in determining the scope of the risk or compensation within a reasonable period of time, and also, according to the nature of the information and documents received, to allow the insurer to conduct an examination at the place where the risk occurred or at other relevant places, and to take the appropriate measures expected of him/her, and upon the request of the insurer, to determine the cause of the event and damage and the conditions and circumstances of the incident and damage. to provide information and documents that are useful for determining the conditions and the results, the compensation obligation and amount and the right of recourse, without delay,

d) In cases where a compensation claim is made through lawsuits or other means due to the damage or a criminal prosecution is initiated against him/her, to immediately inform the insurer of the situation and to immediately give to the insurer all the notifications, invitations and similar documents he/she has received regarding the compensation claim and criminal prosecution,

e) If there are other insurance contracts related to the subject of the insurance, to notify each of the insurers that the risk has occurred,

f) In traffic accidents with material damage, tow the motor vehicle to a safe place to prepare a report.

If the amount to be paid increases due to the violation of the specified obligations, the payment made to the injured parties for this reason shall be collected from the insured as recourse in proportion to his/her fault in the violation.

## B.2. PAYMENT OF COMPENSATION AND EXPENSES

The insurer has the right to directly contact and reach an agreement with third parties who claim Losses and losses.

However, without the written permission of the insurer, the insured is not authorized to accept the compensation claim partially or completely, nor can it pay any compensation to the injured parties.

(Amended paragraph: RG-2/8/2016-29789) 2.1. The insurer shall pay the compensation to the entitled person within eight business days from the date on which the entitled person forwards all the necessary documents included in the annex of these general conditions to one of the insurer's headquarters or branches in order for the accident or damage to be determined. In the event that the insurer rightfully objects to the documents forwarded to it or rightfully requests a new document from the entitled person or another institution, the said period shall begin after the newly requested document is forwarded to one of the insurer's

headquarters or branches. The insurer may request information and documents from the entitled person that exclusively affect the entitled person's right to compensation.

In case of damage, if the damaged part is not repairable or if it is not possible to replace it with an equivalent part or an original part obtained from vehicles within the scope of the end-of-life vehicle legislation, it is replaced with the original. In motor vehicles that are not more than 3 years old as of the model year according to the date of the accident, if the damaged part is not repairable, it is first replaced with the original, and if the original part is not available, it is replaced with an original part obtained from vehicles within the scope of the equivalent or end-of-life vehicle legislation. However, in motor vehicles that are not more than 3 years old as of the model year, if the damaged part is not original, it is replaced with an original part obtained from vehicles within the scope of the equivalent or end-of-life vehicle legislation. Even if there is an increase in the value of the vehicle as a result of the application of this paragraph, this difference cannot be deducted from the compensation amount.

(Amended paragraph: RG-2/8/2016-29789) If the replacement is possible with original parts obtained from vehicles within the scope of equivalent or end-of-life vehicles legislation, but the repair is provided with original parts without the knowledge and approval of the insurer, the liability of the insurer is limited to the cost of original parts obtained from vehicles within the scope of equivalent or end-of-life vehicles legislation, according to the insurer's repair practice for similar Losses as of the date of the accident. If the insurer does not notify the repair center or the rightful owner of its preference for approval within the scope of this paragraph within 2 business days from the damage notification, its approval is assumed. The burden of proof belongs to the insurer.

2.2. The right holder may request that the vehicle be repaired at any repair center of his/her choice that meets the criteria determined by the Undersecretariat of Treasury in accordance with this article. In this case, the insurer may make a payment according to the price determined according to the parts, supply, labor and other issues that would have been applied if the vehicle had been repaired at the repair center with which it had an agreement as of the date of the accident. The insurer shall inform the right holder about the application of the said price within 2 business days from the date of the damage notification. If the insurer fails to make the said notification within this period, it cannot claim the amount subject to the notification against the right holder.

2.3. If the repair costs exceed the value of the damaged vehicle on the date of the risk and if it is determined by the expert report that the vehicle is beyond repair, the vehicle is considered to have suffered a total loss. In this case, compensation shall not be paid until the scrap registration document stating that the vehicle was scrapped in accordance with the relevant legislation is presented to the insurer.

Whether or not the repair costs exceed the value of the damaged vehicle on the date of the risk, if it is determined by the expert report that the repair of the severely damaged vehicle is possible, compensation will not be paid without presenting the registration document stamped "withdrawn from traffic" stating that the vehicle has been withdrawn from traffic in accordance with the relevant legislation to the insurer.

If the rightful owner approves the vehicle being left to him in its damaged condition, the amount between the market value of the vehicle on the date of the risk and its damaged condition may be paid to him as compensation within the limits of compulsory traffic insurance. In this case, the procedure is carried out within the framework of the procedure in this article depending on the relevance. The insurer who wants to pay the compensation by leaving the vehicle in its damaged condition to the rightful owner with the approval of the rightful owner is deemed to have guaranteed the salvage cost that he has determined and notified to the rightful owner for a limited period of 1 month from the notification.

In partial repairs, if the parts are supplied or compensated by the insurance company, the damaged parts become the property of the insurer upon request.

In the event of partial damage, cash payment can be made instead of repair by the agreement of the parties.

If the specified scrap or towing document cannot be obtained by the rightful owner and cannot be presented to the insurance company due to records in the vehicle registry that prevent the transaction, the compensation payment can also be made by depositing the relevant amount to the payment location determined by the court, with the expenses to be deducted from the compensation amount by the insurer. In this case, the scrap or towing document is not required and the payment information is notified to the relevant parties by the insurance company.

2.4. In case of a lawsuit, the insurer will be involved in the lawsuit at every stage in order to follow up and manage it upon the notification of the insured. The insured must provide the necessary power of attorney to the lawyer to be indicated by the insurer. The insurer is obliged to pay the litigation expenses ruled in favor of the other party and the attorney fees of the other party ruled by the court. However, if the compensation ruled exceeds the insurance amount, the insurer will pay these expenses within the ratio of the insurance amount to the compensation.

In case of criminal prosecution against the insured or the persons whose actions he is held responsible, the insurer will also participate in the defense with the permission of the defendant. In this case, the insurer shall only pay the expenses of the lawyer it has chosen.

2.5. If the examinations have not been completed within three months of the damage notification; the insurer shall pay at least fifty percent of the amount of damage to be determined expeditiously, as an advance payment, to be deducted from the compensation, upon the agreement of the parties or, in the event of disagreement, according to the expert findings to be made by the court.

### B.3. SUCCESSION OF THE INSURER

The insurer shall legally replace the rightful owner in the amount of the compensation it has paid.

### B.4. RESERVATION OF THE RIGHTS OF THE DAMAGED PERSONS AND THE INSURER'S RIGHT TO RECOURSE THE INSURED



Situations arising from the insurance contract or the provisions of law related to the insurance contract and resulting in the removal of the compensation obligation or the reduction of its amount cannot be claimed against the injured party.

(Amended: RG-2/2/2016-29612)(1) The insurer who made the payment may have recourse against the insured who caused the accident to the extent that it can ensure the removal or reduction of the compensation in accordance with the insurance contract and the provisions of law related to this contract.

The insured is subject to recourse mainly for the following reasons:

a) If the incident requiring compensation occurred as a result of a deliberate act or gross negligence of the insured or the persons whose actions he/she is responsible for,

b) (Amended: RG-2/2/2016-29612) (1) If the incident requiring compensation occurred as a result of the vehicle being driven by persons who do not have the required driving license according to the relevant legislation provisions or who have an expired driving license or whose driving license has been temporarily/permanently confiscated, or as a result of gross negligence in violation of traffic rules,

c) Losses occurring during the use of the vehicle by persons who have consumed drugs or alcohol above the level specified in the relevant legislation or by persons who are stated not to be able to consume alcohol in the same legislation,

d) If the incident requiring compensation occurred as a result of carrying passengers in vehicles that are not licensed to carry passengers or carrying passengers or loads exceeding the load limit determined by the authorized authorities or in vehicles that are not licensed to carry explosives, flammable and dangerous substances, the flashing, ignition and flammability of these substances. and if it occurred due to explosion,

e) If the amount of loss and damage increases due to the insured's failure to fulfill the obligations specified in Article B.1 of these general conditions in the event of the risk occurring,

f) If the incident requiring compensation is the result of the theft or hijacking of the vehicle, it is determined that the insured himself or the persons whose actions he is responsible for are at fault in the theft or hijacking,

g) In traffic accidents that cause bodily harm, if the insured or the persons whose actions he is responsible for leave the scene of the accident, except for mandatory situations such as going to a health institution for treatment or assistance, moving away for life safety, or if they act contrary to the obligation to prepare the necessary documents related to the circumstances of the accident such as an accident report, alcohol report, etc.,

The insurer cannot delay the compensation process based on recourse reasons and cannot request information and documents based on these reasons from the rightful owner.

### C.1. PAYMENT OF INSURANCE FEE

Insurance fee; premium consists of the contribution to the Assurance Account and the current and future taxes, duties and charges related to the insurance contract, its price or premium.

The entire insurance fee is paid in advance upon delivery of the policy as soon as the contract is made. However, the parties may agree to pay the insurance premium in installments, provided that at least one-fourth of the premium is paid in advance upon delivery of the policy. In this case, the insurer is deemed to have waived its right to terminate the contract due to non-payment of premium.

### C.2. DECLARATION OBLIGATION AT THE TIME OF EXECUTING THE CONTRACT

The policyholder/insured is obliged to inform the insurer of all important matters that he/she knows or should know at the time of making the contract. Matters not notified to the insurer, incompletely or incorrectly reported are considered important if they require the contract to be made under different conditions. Matters asked in writing by the insurer are considered important until proven otherwise.

If the insurer has given the policyholder/insured a list of questions to answer, no liability can be imposed on the policyholder/insured regarding matters other than the questions included in the list provided; unless the policyholder/insured has concealed an important matter in bad faith.

If it is determined that the declaration obligation has been violated due to the negligence of the policyholder/insured after the risk has occurred, and if this violation is of a nature that may affect the amount of compensation or the occurrence of the risk, the amount affecting the amount of compensation as a result of the violation according to the degree of negligence shall be recouped to the policyholder/insured according to its relevance. If the negligence is at the level of intent and there is a connection between the violation of the declaration obligation and the risk that occurred, the entire compensation paid to the rightful owner shall be recouped to the policyholder/insured according to its relevance; if there is no connection, the insurer shall collect the insurance compensation paid by recourse, taking into account the ratio between the premium paid and the premium that should have been paid.

### C.3. THE INSURED PERSON'S/INSURED PERSON'S NOTIFICATION OBLIGATION DURING THE INSURANCE PERIOD AND ITS CONSEQUENCES

The insured/insured cannot engage in any behavior or transactions that would aggravate the risk or the current situation and increase the compensation amount without the permission of the insurer after the contract is made.

If the insured/insured or someone else with his/her permission engages in transactions that increase the probability of the risk occurring or aggravate the current situation, or if one of the issues that were explicitly accepted as aggravation of the risk during the contract is made, he/she shall immediately notify the insurer of the situation; if these transactions were

made without his/her knowledge, he/she shall notify the insurer of the situation within ten days at the latest from the date he/she learns about this. The insurer shall notify the insured/insured of the payment of the premium difference within 8 days from the moment he/she learns about the situation. The insured/insured shall pay the requested premium difference to the insurer within eight days following the notification date of the notice.

If the negligence of the insured/insured is determined after the risk has occurred and it is determined that the declaration obligation regarding the changes has been violated, if the violation in question is of a nature that may affect the amount of compensation or the occurrence of the risk, the amount affecting the amount of compensation as a result of the violation shall be recoured to the insured/insured according to its relevance, depending on the degree of negligence. In case of intent on the part of the insured/insured, if there is a connection between the change that occurred and the risk that occurred, then the entire compensation paid to the rightful owner shall be recoured to the insured/insured according to its relevance. If there is no connection, the insurer shall recourse the insurance compensation paid to the insured/insured according to its relevance, taking into account the ratio between the premium paid and the premium that should have been paid. In the event that the insured/policyholder fails to pay the premium difference notified by the insurer on time and the risk occurs after eight days following the notification of the difference premium by the insurer, the insurer may recourse the insurance compensation paid to the insured/policyholder, depending on the relevance, by taking into account the ratio between the premium paid and the premium that should have been paid.

The insured/policy holder shall notify the insurer of any incidents that will necessitate his/her responsibility, such as being involved in an accident or filing a lawsuit regarding matters included in the insurance coverage within the scope of these general conditions, within ten days. If failure to notify or late notification has caused an increase in the compensation to be paid, the increased portion shall be recoured to the insured/policy holder, depending on the relevance.

#### C.4. CHANGE OF THE INSURED

The insurance contract shall follow the insured who is a party to the contract.

In any case where the insured changes, the current contract shall automatically terminate as of the date of change and the relevant premium shall be refunded to the relevant person on a daily basis. However, the current contract shall be valid for a period of fifteen days from the date of change of the insured, without the need for any further action and without paying any premium, until a contract is made for a new operator.

#### C.5. NOTIFICATIONS AND NOTIFICATIONS

Notifications to be made to the insurer shall be made to the insurance company's headquarters or the relevant representative office specified in the contract or the agency acting as an intermediary in the insurance contract by notary or registered mail.

Notifications by the insurer shall be made to the insured's address shown in the policy or to the last notified address if this address has changed.

Notifications made by hand with a letter or telegram against the parties' signature shall also be deemed registered mail.

Notifications and notifications may also be made through electronic communication methods specified in the insurance contract.

#### C.6. CONFIDENTIALITY OF SECRETS

The insurer and those acting on behalf of the insurer shall be liable for any Losses arising from failure to keep secrets that the insured may learn as a result of the conclusion of this contract. By becoming a party to this policy, the insured is deemed to have consented to the sharing of information that does not identify the insured regarding the insured vehicle within the framework of Articles 31/A and 31/B of the Insurance Law No. 5684 dated 3/6/2007.

#### C.7. APPLICATION TO A MEDIATOR AND AUTHORIZED COURT (Amended with its Title: RG-2/8/2016-29789)

The injured party must submit a written application to the relevant insurer before filing a lawsuit within the limits stipulated in the compulsory financial liability insurance.

If the insurer does not respond to the application in writing within 15 days at the latest from the date of application or if there is a dispute that the response given does not meet the request, the rightful owner may file a lawsuit in the courts of the place where the head office or branch of the insurer or the agency that made the insurance contract is located, the court of the place where the accident occurred or the court of the residence of the injured party, or may also apply to the Insurance Arbitration Commission for the resolution of the dispute.

If the insurer cannot reach an agreement on the compensation amount within 15 days at the latest from the application date, it may apply to a mediator for the amount it could not reach an agreement on. It shall pay the amount it reached an agreement on to the beneficiary within the framework of Article B.2 of these General Conditions. The beneficiary may also apply to a mediator.

A lawsuit filed against the insurer does not prevent application to a mediator.

If the beneficiary is represented by an attorney in the mediation procedure, the insurer shall pay the attorney's fee within the relevant legislation.

#### C.8. STATUTE OF LIMITATION

Claims for compensation for Losses arising from motor vehicle accidents shall become time-barred within two years starting from the date on which the injured party learns of the damage and the person liable for compensation, and in any case within ten years starting from the day of the accident.

If the lawsuit arises from an act requiring punishment and the penal code has stipulated a longer period of limitation for this act, this period shall also apply to compensation claims.

If the statute of limitations is interrupted against the person liable for compensation, it shall also be interrupted against the insurer. The statute of limitations interrupted for the insurer shall also be deemed to have been interrupted for the compensation liable.

In motor vehicle accidents, the rights of the compensation liable against each other shall expire within two years, starting from the day they fully fulfill their obligations and learn of the person to whom recourse is to be made.

General provisions shall apply to other matters.

#### C.9. SPECIAL CONDITIONS

Special conditions may be imposed, provided that they do not conflict with these general conditions.

#### C.10. Legislation Repealed

The General Conditions of Highways Motor Vehicles Compulsory Liability Insurance published in the Official Newspaper dated 12/8/2003 and numbered 25197 have been repealed.

#### C.11. CONTRACTS TO WHICH THE GENERAL CONDITIONS WILL APPLY (Annex: RG-2/2/2016-29612)(1)

These General Conditions shall apply to contracts concluded after the effective date.

#### C.12. ENFORCEMENT (Amended Title: RG-2/2/2016-29612) (1)

These General Conditions shall enter into force on 1/6/2015.

#### C.13. ENFORCEMENT (Added: RG-2/2/2016-29612) (1)

The Minister to whom the Undersecretariat of Treasury is affiliated shall execute these General Conditions.