

## **GENERAL CONDITIONS GENERAL CONDITIONS OF MOTOR VEHICLES OPTIONAL LIABILITY INSURANCE**

### Scope of Insurance Coverage

Article 1-The insurer covers the legal liability arising from the use of the vehicle shown in this policy and arising from the use of the vehicle according to the Highway Traffic Law and General Provisions, and the part exceeding the limits of the Compulsory Liability Insurance, provided that it is within the scope of this policy coverage, up to the limits stated in the policy. This insurance also ensures the defense of the insured against unjust claims. Article 2-The insurance is valid within the borders of Turkiye.

Case that can be included in the scope of coverage with an additional contract and cases not included in the coverage

Article 3-Claims for moral Losses can be included in the scope of coverage with an additional contract. Since these claims are outside of the Highway Motor Vehicles Compulsory Liability Insurance (Traffic Insurance), this coverage is valid within the limits of this insurance, regardless of the existence of the said compulsory insurance.

The following cases are excluded from the insurance coverage:

- a) Losses that the insured may suffer,
- b) Claims made due to Losses that the person who drives and manages the vehicle may suffer while driving and managing the vehicle,
- c) Claims made due to Losses that the operator or the spouse, lineal relatives and descendants (those related to him/her through adoption) and siblings living together may suffer,
- d) Claims made due to Losses to the vehicle in the relationship between the vehicle owner and operator,
- e) Claims made due to Losses and losses to the vehicle shown in the policy and the goods carried with this vehicle (passenger baggage and similar items are covered) or towed items,
- f) Claims made due to Losses caused by a stolen or hijacked vehicle for which the operator is not responsible according to the Highway Traffic Law and Losses suffered by passengers who get on the vehicle knowing that it is stolen and/or hijacked,
- g) Participation in speed races and the activities carried on the race route Claims made due to Losses and losses that may occur during training,
- h) All kinds of claims regarding Losses caused by the vehicle after it is left to undertakings operating for the purpose of surveillance, repair, maintenance, purchase and sale, modification of the vehicle or for a similar purpose,

i) Claims made due to Losses and losses caused by transporting explosive and flammable materials (excluding spare fuel).

j) Losses caused by vehicles used in terrorist acts specified in the Anti-Terror Law No. 3713 and sabotage resulting from these acts, for which the operator is not responsible according to the Highway Traffic Law No. 2918, and claims made by persons who get on the vehicle knowing that it is or will be used in terrorist acts, and claims made by persons using the vehicle in acts of terror and related sabotage.

#### Circumstances that Resulte in the Reduction or Removal of Compensation

Article 4- Circumstances that result in the removal of the compensation obligation or the reduction of its amount arising from the insurance contract or the provisions of law related to the insurance contract cannot be claimed against the injured party. The insurer who made the payment may recourse to the insured to the extent that it can ensure the removal or reduction of compensation in accordance with the insurance contract and the provisions of law related to this contract.

Recourse to the insured is mainly possible for the following reasons:

a) Claims regarding Losses and losses caused by an intentional act or gross negligence of the insured,

b) Claims regarding Losses and losses caused by the vehicle being driven by persons who do not have a valid driver's license according to the Highway Traffic Law or being driven without a valid traffic license,

c) Claims regarding Losses and losses caused by the vehicle being driven and managed by persons who have lost their ability to drive safely under the influence of alcoholic beverages or who have taken drugs or recreational substances,

d) Claims regarding Losses and losses arising from carrying passengers in areas of vehicles not intended for passenger transportation or carrying passengers or loads in excess of the capacity determined by the authorized authorities.

In addition to these, if the insured fails to fulfill the obligations specified in Article 10 in the event of damage and as a result of this, an increase in the amount of Losses and losses occurs, the insurer shall pay compensation to the injured party and shall recourse to the insured party for this increase.

#### Beginning and End of Insurance:

Article 5-The insurance shall start at 12:00 noon Turkish time on the days specified as the start and end dates in the policy, unless otherwise agreed upon, and shall end at 12:00 noon.

#### Declaration Obligation of the Policyholder

Article 6-The insurer has accepted this insurance based on the policyholder's declaration in the offer letter, or in the policy and its annexes if there is no offer letter, to notify the real condition of the vehicle.

If the policyholder's declaration is untrue or incomplete, and in cases that require the insurer not to make the contract or to make it under more severe conditions:

a) If the policyholder has intent, the insurer may withdraw from the contract within one month from the date on which it learns of the situation, and if the risk has occurred, it shall pay compensation to the injured parties and recourse to the policyholder for the amount of compensation it has paid. In case of withdrawal, the insurer shall be entitled to premium.

b) If the policyholder does not have intent, the insurer shall terminate the contract within one month from the date on which it learns of the situation or shall keep the contract in force by collecting the premium difference.

If the policyholder notifies within 15 days that he/she does not accept the requested premium difference, the contract shall be terminated.

The termination notice made by the insurer by registered mail or through a notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured.

The premium for the period until the date on which the termination becomes effective shall be calculated on a daily basis and any excess shall be returned.

c) The right to withdraw, terminate or request the premium difference shall expire if not exercised within the time limit.

d) If the policyholder does not have intent, the risk:

1- Before the insurer learns of the situation,

2- Within the period in which the insurer can give notice of termination,

3- If it occurs within the period in which this notice becomes effective, the insurer shall have recourse to the policyholder for the amount of the compensation paid to the injured party other than the ratio between the premium accrued and the premium that should have been accrued.

Obligation to Notify During the Insurance Period and Its Consequences

A- Change in the Method of Use:

Article 7-If the method of use of the vehicle declared in the offer, or in the policy and its annexes if there is no offer, is changed without the consent of the insurer after the contract is made, the policyholder is obliged to notify the insurer of this change:

a) If it was made by him or by someone else with his express or implied consent, immediately,

b) If it was made by another person without his express or implied consent, as soon as he learns about the situation, and in either case, within 8 days at the latest.

The insurer, if the change requires not to conclude the contract or to do so under more severe conditions, within 8 days from the date it learns of the change:

1- Terminates the contract or,

2- Keeps the contract in force by requesting the premium difference. If the policyholder does not pay the requested premium difference within 8 days, the contract is terminated.

The termination notice made by the insurer by registered mail or through a notary shall become effective at 12:00 on the 5th business day following the notification date of the insured.

The premium for the period until the date the termination becomes effective is calculated on a daily basis and any excess shall be returned.

The right to request the termination or premium difference that is not used in due time shall be waived.

If the insurer, who learns that the vehicle's usage style declared in the offer letter or in the policy and its annexes has changed, takes an action indicating that he/she agrees to the continuation of the insurance contract, such as collecting the insurance premium, the right to terminate or request the premium difference is waived.

If the insured has not intentionally notified the changes in the vehicle's usage style that aggravate the risk within the notice period, the insurer shall recourse to the insured for the amount of compensation he/she has paid or will be obliged to pay for the Losses that occurred after the notice period. If the failure to comply with the notification obligation is not intentional, the insurer shall recourse to the insured for the amount of the compensation paid, other than the ratio between the premium that has been accrued and the premium that should have been accrued.

If it is understood that the change is of a nature that mitigates the risk and requires a lower premium application, the premium difference to be found on a daily basis for the period from the date of this change until the termination of the contract shall be returned to the insured.

B- Change of Operator:

Article 8- If the operator of the vehicle changes, unless the insurer's prior consent is obtained, the insurance contract is terminated without any need for notice and the premium for the period until the date of termination is effective is calculated on a daily basis and any excess is returned to the policyholder.

#### Payment of Insurance Premium, Commencement of the Insurer's Liability and Default of the Policyholder

Article 9- If it is agreed that the entire insurance premium will be paid in installments, the down payment (first installment) must be paid as soon as the contract is made and at the latest upon delivery of the policy. Unless otherwise agreed, the insurer's liability does not begin even if the policy is delivered if the premium or down payment is not paid and this matter is written on the front of the policy. If the policyholder fails to pay the insurance premium or, if it is agreed that the premium will be paid in installments, the down payment, by the end of the day the insurance policy is delivered, he/she falls into default and if he/she fails to pay the premium debt even within 30 days following the date of default, the insurance contract is terminated without any notice. In cases where it is agreed that the insurer's liability will begin with the delivery of the policy despite the premium not being paid, the insurer's liability continues for the first 15 days of this one-month period.

If it is agreed that the premium will be paid in installments, the exact payment time, amount and consequences of not paying the installments on time are written on the policy or notified to the policyholder in writing together with the policy. If the policyholder fails to pay any of the premium installments whose exact due dates are specified on the policy or notified to him/her in writing by the end of the due date, he/she falls into default. If the policyholder fails to pay the premium debt within 15 days following the date of default, the insurance coverage is terminated. Provided that the risk does not occur, the coverage continues from where it stopped if the premium debt is paid during the period when the coverage is suspended. If the premium debt is not paid within 15 days from the date when the insurance coverage is suspended, the insurance contract is terminated without any notice.

Provided that it is written on the front of the policy, the portion of the premium installments not yet due upon the occurrence of the risk that does not exceed the compensation amount that the insurer is obliged to pay becomes due.

In cases where the insurance contract is deemed to be terminated in accordance with this article, the premium corresponding to the period during which the insurer's liability continues is calculated on a daily basis and the excess is returned to the policyholder.

#### Obligations of the Policyholder in Case of Damage

Article 10-The policyholder is obliged to fulfill the following matters in case of damage.

- a) To notify the insurer of any incident that will necessitate the policyholder's liability under this contract within five days from the moment of learning about it,
- b) To take the necessary rescue and protection measures as if they were not insured and to comply with the instructions given by the insurer for this purpose,

c) To provide the necessary information and documents that are useful for determining the cause of the incident, the circumstances and conditions under which it occurred and its consequences, and that can be provided by the policyholder without delay upon the request of the insurer - in short, the day, time and place of the incident and the name and address of the person driving the vehicle at the time of the incident - and to obtain and preserve information and documents that can be provided by the policyholder, which are useful for exercising the right of recourse,

d) To provide assistance to the insurer in the investigation and collection of evidence to determine the cause of the damage, the circumstances and conditions under which it occurred and to determine liability,

e) If the policyholder is faced with a claim for compensation through a lawsuit or otherwise or if criminal proceedings are initiated against him/her due to the damage, to immediately inform the insurer of the situation and to ensure that the damage is paid. to immediately deliver to the insurer all notifications such as notices and invitations received regarding the claim for Losses and criminal proceedings.

f) To provide the necessary power of attorney to the lawyer to be nominated by the insurer for the follow-up and management of the case up to the limits recorded in the insurance policy in the event of a lawsuit,

g) To allow the authorized representatives of the insurer to conduct research and examination on documents related to Losses and losses in order to determine the compensation obligation and amount and recourse rights,

h) To notify the insurer of any other insurance contracts related to the subject of insurance.

#### Detection of Damage and Loss

Article 11- The insurer has the right to directly contact and reach an agreement with the third party who claims Losses and losses, provided that the consent of the policyholder is obtained.

Unless the insurer gives written consent, the insured cannot accept the liability, damage and loss claim partially or completely, and cannot pay any compensation to the injured parties.

The lawsuit expenses exceeding the Highway Traffic Law Financial Liability Insurance limits belong to the insurer. However, if the compensation awarded exceeds the insurance amount, the insurer pays these expenses within the ratio of the insurance amount to the compensation.

In case of damage, if the damaged part cannot be repaired or cannot be replaced with an equivalent part, it is replaced with a new one. In this case, even if the value of the vehicle increases, this difference is not deducted from the compensation amount.

In the event of criminal proceedings against the insured or the people using the vehicle, the insurer may also participate in the defense with the consent of the defendant. In this case, the insurer only pays the expenses of the lawyer it chooses.

All other expenses arising from the criminal proceedings and possible fines are excluded from the insurance coverage.

#### Results of Losses and Compensation

Article 12- The insurer legally replaces the policyholder for the amount of compensation paid. The policyholder is obliged to provide documents and information that are useful to the case and can be obtained by the insurer.

In partial Losses, the parties have the right to terminate the insurance contract. The parties can only use the right to terminate before the compensation is paid.

If the insurer exercises the right to terminate, this termination shall become effective 15 days after the date on which the notice is delivered to the mail or notary, at 12:00 noon, and the premium for the period until the date on which the termination becomes effective shall be calculated on a daily basis and any excess shall be refunded.

If the policyholder exercises the right to terminate, this termination shall become effective 12:00 noon the day following the date on which the notice is delivered to the mail or notary, and the premium for the unused insurance period shall not be refunded.

#### MISCELLANEOUS PROVISIONS

##### Taxes, Duties and Charges

Article 13-Taxes, duties and charges imposed or to be imposed on the insured in accordance with the Laws regarding the insurance contract, amount or premium shall be collected from the insured.

##### Notifications and Notices

Article 14- Notifications and notices of the insured shall be made to the insurance company's headquarters or the agency acting as an intermediary in the insurance contract, through a notary public or by registered mail.

The insurance company's notifications and notices shall be sent to the address of the policyholder as shown on the policy, or if this address has changed, to the last address notified to the insurance company's headquarters or the agency acting as an intermediary in the insurance contract, in the same manner.

Notifications and notices sent by hand in return for signature to the parties by letter or telegram shall also be deemed registered mail.

##### Confidentiality of Commercial and Professional Secrets

Article 15- The insurer shall be liable for Losses arising from failure to keep confidential commercial and professional secrets that it learns of the policyholder.

#### Competent Court

Article 16- In disputes between the insurer and the insured, the competent court shall be the court of the place where the insured's residence or the insurer's headquarters or the agency signing the policy is located.

Lawsuits regarding legal liability due to motor vehicle accidents may be filed in one of the courts of the place where the insurer's headquarters or branch office or the agency that concluded the insurance contract is located, or in the court of the place where the accident occurred.

#### Statute of Limitations

Article 17- Claims for compensation for Losses arising from motor vehicle accidents shall become time-barred within two years 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 from the date of the accident.

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

If the statute of limitations is terminated against the person liable for compensation, it shall also become time-barred against the insurer. The statute of limitations terminated in respect of the insurer shall also be deemed to have terminated in respect of the person liable for compensation.

In motor vehicle accidents, the rights of those liable for compensation against each other shall become time-barred within two years from the day on which they fully fulfill their obligations and learn of the person to whom recourse is to be made. General provisions shall apply in other matters.

#### Special Conditions

Article 18- Special conditions may be included that do not conflict with these General Conditions and the clauses, if any, related to them.

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