

GENERAL CONDITIONS OF EMPLOYER LIABILITY INSURANCE

Scope of Insurance Coverage

Article 1-This policy covers compensation claims to be made by employees who are bound to the employer with a contract of service and subject to the Social Security Law or their beneficiaries due to legal liability that may arise from work accidents that may occur at the workplace, and compensation amounts to be paid at the end of recourse lawsuits filed by the same Institution against the employer due to work accidents, up to the amounts stated in the policy.

The insurer is also obliged to pay the court expenses and attorney fees awarded in the event of a lawsuit being filed regarding this insurance. However, if the compensation awarded exceeds the insurance amount, the insurer shall only participate in the lawsuit expenses, including attorney fees, in proportion to the insurance amount.

Cases Excluded from Coverage Unless There is a Contract to the Contrary

Article 2- If there is no contract to the contrary, the following cases are excluded from the insurance coverage:

A- 1) During the collective transportation of workers to and from the place where work is done by a vehicle provided by the employer,

2) Work accidents that occur during the time when workers are sent to another place by the employer for duty and do not do their actual work,

B- Work accidents that occur outside the borders of the Republic of Turkiye.

C- Claims for compensation resulting from occupational diseases

D- Claims for moral compensation

Case Excluded from Coverage

Article 3- The following cases are excluded from the insurance coverage:

a) Claims for Losses and losses resulting from intentional or intentionally caused events,

b) Claims based on the performance of a contract or a special agreement and exceeding the legal liability of the insured,

c) All losses and Losses resulting from war, all kinds of war events, invasion, foreign enemy actions, clashes (whether war is declared or not), civil war, revolution, rebellion, insurrection and the disciplinary and military actions required by these,

d) Provided that they are outside the scope of the employer's business, ionizing radiations or radioactivity contaminations resulting from any nuclear fuel or nuclear wastes resulting from the combustion of nuclear fuel or reasons attributed to these, and whether within the scope of the employer's business all losses and Losses caused by military and disciplinary measures brought about by these, whether or not, the term burning in this clause shall include any self-sustaining nuclear fission event.

e) Losses resulting from terrorist acts specified in the Law No. 3713 on Combating Terrorism and sabotage resulting from these acts and interventions made by authorized bodies to prevent and reduce their effects.

Beginning and End of Insurance

Article 4- Insurance shall start at 12:00 noon Turkish time on the days written as start and end dates in the policy, unless otherwise agreed, and shall end at 12:00 noon.

The Insurer's Declaration Obligation

Article 5- The insurer has accepted this insurance based on the insured's written statement in the offer letter, or in the policy and its annexes, to state the true status of the risk if there is no offer letter. If the insured's statement is untrue or incomplete, and in cases that require the insurer not to conclude the contract or to conclude it under more severe conditions:

a) If the insured has intent, the insurer may withdraw from the contract within one month from the date of learning the situation and shall not pay compensation to the insured if the risk has occurred. In the event of withdrawal, the insurer shall be entitled to premium.

b) If the insured has no intent, the insurer shall terminate the contract within one month from the date of learning the situation or shall keep the contract in force by collecting the premium difference. If the insured 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 via registered mail or 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 of 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 be void if not exercised in due time.

d) If the policyholder has no intent, the risk:

1- Before the insurer learns of the situation or,

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

3- If this notice becomes effective, the insurer shall make a deduction from the compensation in proportion to the premium accrued and the premium that should have been accrued.

Obligation to Notify During the Insurance Period and Its Consequences

Article 6- If the subject and nature of the risk declared in the offer, or if there is no offer, in the policy and its annexes, 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 someone else 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 is obliged to notify the insurer within 8 days from the date he learns about the change, if this change requires him not to conclude the contract or to do so under more onerous conditions:

1- Terminates the contract or,

2- Keeps the contract in force by requesting the premium difference. If the policyholder notifies within 8 days that he does not accept the requested premium difference, the contract is terminated. The termination notice made by the insurer via registered mail or 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 of termination becomes effective shall be calculated on a daily basis and any excess shall be returned. If not used in due time, the right to request the termination or premium difference shall be waived. If the insurer, who learns that the subject and nature of the risk declared in the offer letter or in the policy and its annexes in the absence of an offer letter, has changed, and acts in a manner indicating that he/she agrees to the continuation of the insurance contract as is, such as collecting the insurance premium, the right to request the termination or premium difference shall be waived.

If the insured has not intentionally notified the changes aggravating the risk within the notice period, the right to compensation for the Losses occurring after the notice period shall be waived; if the failure to comply with the notification obligation is not intentional, a reduction shall be made from the compensation according to the proportion between the premium received and the premium that should have been received. 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 is returned to the policyholder.

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

Article 7- 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 will not start even if the policy is delivered if the premium or down payment is not paid and this issue is written on the front of the policy. If the policyholder does not pay the insurance premium or the down payment if it is agreed that the premium will be paid in installments by the end of

the day the insurance policy is delivered, he/she will be in default and if he/she does not pay the premium debt even within 30 days following the date of default, the insurance contract will be terminated without any need for any notice. In cases where it is agreed that the insurer's liability will start with the delivery of the policy despite the premium not being paid, the insurer's liability will continue for the first 15 days of this one-month period.

If it is decided 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 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 will cease. Provided that the risk does not occur, if the premium debt is paid during the period when the coverage is suspended, the coverage will continue from where it stopped. If the premium debt is not paid within 15 days from the date when the insurance coverage is suspended, the insurance contract will be terminated without any need for 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 will become 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 8-The policyholder is obliged to fulfill the following matters in the event of any work accident that may be covered by the policy.

- a) To notify the insurer in writing of any incident that may be the responsibility of the policyholder under this contract within five days from the moment of becoming aware of it,
- b) To take the necessary rescue and protection measures as if he were not insured and to comply with the instructions given by the insurer to this end to the best of his ability,
- c) Upon the request of the insurer, to provide without delay the necessary information and documents (original and a certified copy or photocopy) that are useful for determining the cause of the work accident and the circumstances under which it occurred and its consequences, in short, to provide and preserve the necessary information and documents that can be provided for the insured, which are useful for the day, time and place of the incident and for the exercise of the right of recourse,
- d) To assist the insurer in the investigation and collection of evidence to determine the cause of the work accident and the circumstances and conditions under which it occurred and to determine liability,
- e) If the insured is faced with a compensation claim through a lawsuit or otherwise or if criminal proceedings are initiated against him/her due to the work accident, to immediately

inform the insurer of the situation and to immediately deliver to the insurer all notifications such as notices and invitations he/she has received regarding the compensation claim and criminal proceedings.

f) In the event of a lawsuit, to provide the necessary power of attorney to the lawyer to be nominated by the insurer for the follow-up and management of the lawsuit,

g) To allow the authorized representatives of the insurer to conduct research and examination on documents related to the Losses resulting from the work accident 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 the insurance.

i) To provide documents and information that are useful and obtainable for the lawsuit that the insurer can replace.

Determination of the Amount of Compensation

Article 9- The insurer has the right to directly contact the person or persons requesting compensation and reach an agreement. Unless the insurer gives explicit consent, the insured cannot accept the compensation request partially or completely, and cannot pay any compensation to the injured parties. In the event of a lawsuit, the follow-up and management of the lawsuit shall be the responsibility of the insurer. The litigation expenses shall be the responsibility of the insurer, as stated in Article 1 above. However, all other expenses and possible fines arising from criminal proceedings shall remain outside the insurance coverage.

Results of Damage and Compensation

Article 10- The insurer shall legally replace the insured for the amount of compensation it has paid. In the event of partial damage, the parties have the right to terminate the insurance contract. The parties may only exercise their right to terminate before the compensation is paid. The termination notice made by the insurer via registered mail or notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured, and the premium for the period until the date of termination shall be calculated on a daily basis and any excess shall be refunded. If the policyholder exercises the right to terminate and the termination shall become effective at 12:00 noon on the day following the date on which the notice was mailed or delivered to the notary, and the premium for the unworked insurance period shall not be refunded.

MISCELLANEOUS PROVISIONS

Taxes, Duties and Charges

Article 11- Taxes, duties and charges currently in place or that may be imposed in the future regarding the insurance contract, amount or premium shall be collected from the policyholder.

Notifications and Reports

Article 12- The policyholder's notifications and reports shall be made to the insurance company's headquarters or the agency acting as an intermediary in the insurance contract, via a notary public or by registered mail. The insurance company's notifications and reports shall be made to the policyholder's address shown on the policy, or if this address has changed, to the last address reported to the insurance company's headquarters or the agency acting as an intermediary in the insurance contract, in the same manner. Notifications and reports made by hand delivered to the parties in return for signature shall also be deemed as registered mail.

Confidentiality of Trade and Professional Secrets

Article 13- The insurer shall be liable for any Losses arising from failure to keep confidential trade and professional secrets it learns of the policyholder.

Court of Authority

Article 14- In disputes between the insurer and the policyholder, the court of authority 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.

Statute of Limitations

Article 15- All claims arising from insurance contracts become time-barred in ten years.

Special Conditions

Article 16- Special conditions that do not conflict with these General Conditions and the clauses related to them, if any, may be included.

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