

GENERAL CONDITIONS OF HAZARDOUS MATERIALS AND HAZARDOUS WASTE COMPULSORY LIABILITY INSURANCE

Official Newspaper Date: 21.07.2010

Official Newspaper No: 27648

Effective Date: 30.07.2010

Last Amendment: RG,
16/4/2016-29686

A. SCOPE OF INSURANCE

A.1. Subject of Insurance

This insurance contract provides coverage within the limits specified in the policy against compensation claims made to physicians, dentists and specialists according to the legislation on medical specialization who work in private or public health institutions and organizations (Amended expression: RG-26/7/2014-29072) during the ten-year period prior to the contract date or during the contract period due to Losses caused by their professional activities while performing their professional activities within the scope of the policy, litigation expenses related to this claim and interest to be awarded, and reasonable expenses related to compensation claims made against the insured, within the limits specified in the policy. However, the beginning of the ten-year period cannot exceed July 30, 2009, and there is no insurance protection for notifications made during the insured periods due to events occurring during periods when more than one month was left uninsured.

In the event that the insured person terminates their professional activities, in addition to the coverage in the first paragraph, claims that may arise up to two years after the end date of the contract due to their professional activities during the last insurance contract period are also covered.

(Added: RG-16/4/2016-29686) This insurance covers the expenses related to the lawyer who undertakes the defense of the insured person within the scope of Article B.3.4 titled Assistance to the Insured of the General Conditions.

(Added: RG-26/7/2014-29072) This insurance contract covers all professional activities of the insured person within the framework of Articles 9, 10 and 11 of the Tariff and Instruction of Compulsory Financial Liability Insurance Regarding Medical Malpractice. The fact that the place of professional activity is not specified or is specified incompletely in the policy does not affect the scope of the policy.

(Added: RG-26/7/2014-29072) In the application of these General Conditions, public health institutions and organizations cover the health institutions within the administrations, institutions and organizations within the scope of the tables annexed to the Public Financial Management and Control Law No. 5018. A single policy covering all public health institutions and organizations is issued. If the insured person working within these institutions carries out his/her profession within the said institutions due to transfer, temporary assignment or other reasons, no additional contract is issued or premium is requested.

(Added: RG-26/7/2014-29072) This policy covers the activities of the insured working in a public health institution and organization in the places and branches (Added: RG-26/7/2014-29072) to which they are assigned within the framework of the relevant legislation, even if it is outside their own place of duty and branch, without issuing an additional contract or collecting premiums.

(Added: RG-26/7/2014-29072) In addition, in the event that family physicians are assigned to provide emergency health services in accordance with the relevant legislation, the insured's current policy covers the said professional activities without issuing an additional contract or collecting premiums.

A.2. Geographical Limit of Insurance

This insurance is valid for the professional activities performed by the insured within the borders of the Republic of Turkiye.

A.3. Cases Excluded from Coverage

(Amended:OG-26/7/2014-29072) The following cases are excluded from the coverage:

- a) Claims for compensation arising from the insured's activities outside the professional activities covered by the policy and the limits of which are determined by legal rules or ethical rules.
- b) Claims for compensation arising from the insured's activities outside the area of responsibility of the institutions covered by the policy, except for the fulfillment of a humanitarian duty.
- c) All kinds of penalties and penal terms, including administrative and judicial fines.
- d) Claims for compensation arising from all kinds of experiments, except those performed as part of medical professional activities within the framework determined by the relevant legislation.

A.4. Beginning and End of Insurance

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

B. LOSSES AND COMPENSATION

B.1. Occurrence of Risk

The risk is deemed to have occurred when the insured learns that a claim for compensation has been made against him/her in relation to the subject of the insurance contract or when the injured party directly applies to the insurer.

B.2. Obligations of the Policyholder Regarding Risk

The policyholder is obliged to fulfill the following:

- a) Notify the insurer immediately that the risk has occurred as soon as he/she becomes aware of it,
- b) Notify the insurer of the events that will necessitate the insured's liability within ten days,
- c) Take all necessary measures to prevent, reduce and prevent the increase of the damage as if there was no insurance contract, to the extent of his/her means, and to comply with reasonable instructions regarding insurance, other than professional activities, to be given by the insurer for this purpose,
- d) Upon the request of the insurer, determine the cause of the event and damage, the circumstances and conditions under which it occurred and its consequences; to provide information and documents that can be obtained within a reasonable time, regarding the compensation obligation and amount and the right of recourse,
- e) In cases where a compensation claim is made through lawsuits or other means due to the damage or a criminal prosecution is initiated against it, to immediately inform the insurer of the situation and to provide the insurer with all the notifications, invitations and similar documents it has received regarding the compensation claim and criminal prosecution without delay,
- f) To inform the insurer of any other insurance contracts related to the subject of the insurance.

B.3. Rights, Obligations and Liabilities of the Insurer Regarding Risk

B.3.1. Payment of Expenses

The insurer shall compensate the reasonable expenses incurred by the insured in order to prevent, reduce, prevent the increase of the damage and protect the recourse rights, separately from the insurance compensation, even if these have been in vain.

The insurer must pay the necessary amount as an advance payment upon the request of the policyholder in order to cover the expenses.

B.3.2. Advance Payment Regarding Compensation

The insurer must provide an advance payment for the expenses related to the compensation claim upon the request of the insured.

B.3.3. Payment of Compensation

In the event of the occurrence of the risk, except for special cases, the documents to be requested must be clearly and understandably stated in the annex of the policy.

The insurance compensation shall become due and payable after the insurer completes its investigations regarding the performance of the risk after the documents related to the risk are submitted to the insurer and in any case, forty-five days after the notification of the realization of the risk is made. If the investigation is delayed due to a fault that cannot be attributed to the insurer, the period shall not run.

If the investigations are not completed within three months from the notification of the realization of the risk or from the direct application of the injured party to the insurer; the insurer shall pay at least fifty percent of the amount of damage to be determined promptly according to the results of the preliminary appraisal to be conducted by the court upon the agreement of the parties or in case of disagreement, as an advance payment to be deducted from the compensation.

When the debt becomes due and payable, the insurer shall go into default without the need for a notice.

Contract provisions that provide for the insurer to be relieved of the obligation to pay default interest are invalid.

B.3.4. Assistance to the Insured

(Amended: RG-16/4/2016-29686) In the event of a lawsuit (including administrative lawsuits), the insurer shall be involved in the lawsuit at every stage in order to follow up and manage it upon notification by the insured. The insured shall be obliged to provide the necessary power of attorney to the attorney to be nominated by the insurer. The insurer shall be obliged to pay the litigation expenses and attorney fees according to the outcome of the lawsuit within the framework of general provisions. However, if the compensation awarded exceeds the insurance amount, the insurer shall pay these expenses within the ratio of the insurance amount to the compensation.

In the event that criminal prosecution is initiated against the insured, the insurer shall also participate in the defense with the permission of the defendant. In such a case, the insurer shall only pay the expenses of the attorney it has chosen.

The settlement agreement made by the insured without the approval of the insurer shall be invalid against the insurer if approval is not given within fifteen days from the notification; the insurer cannot refrain from approving the settlement for unjustified reasons. The insurer is obliged to pay the expenses made in accordance with the procedure related to the amicable settlement.

B.3.5. The Insurer's Right to Obtain Information from the Injured

The insurer may request information from the injured party in order to determine the event that caused the damage and the amount of the damage. The injured party must provide the insurer with all relevant documents that are likely to be provided and whose request may be justified. In the event that the injured party fails to comply with this obligation, the insurer's liability is limited to the amount it would have had to pay if the obligation had been fulfilled, provided that the situation is notified to the injured party in writing.

B.3.6. Performance Obligation in Relation to the Injured Party

Even if the insurer is completely or partially relieved of its performance obligation towards the insured, the performance obligation in terms of the injured party continues up to the amount of compulsory insurance.

The termination of the insurance relationship shall only become effective against the injured party one month after the insurer notifies the competent authorities that the contract has ended or will end.

The insurer's liability ends to the extent that the damage is covered by social security institutions.

B.4. Subrogation

The insurer legally replaces the insured for the amount of the compensation it has paid.

B.5. Right to Direct Action

The injured party may directly request compensation for the part of the damage suffered up to the amount of the insurance from the insurer, provided that it remains within the statute of limitations applicable to the insurance contract.

(Added: RG-26/7/2014-29072) B.6. Right of Recourse of the Insurer to the Insured

Recourse is primarily made to the policyholder for the following reasons:

- a) Any incident or behavior intentionally caused by the insured during the performance of professional activity,
- b) Incidents that occur as a result of the insured or the persons they employ being under the influence of alcohol, drugs or narcotic substances while performing the professional activity covered by the policy,
- c) In cases where an addendum must be made upon the request of the insured, and if the insured does not make such a request, the part of the compensation paid that corresponds to the missing premium rate is recoured to the insured.

C. MISCELLANEOUS PROVISIONS

C.1. Payment of Insurance Premium and Commencement of Insurer's Liability

The insurer's liability begins with the payment of the premium. Unless otherwise agreed, in the event of non-payment of the premium, the insurer's liability does not begin even if the policy has been delivered and this condition is written into the policy.

(Amended:OG-26/7/2014-29072) C.2. Declaration Obligation of the Insured and Policyholder at the Time of Making the Contract

The policyholder 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 or verbally by the insurer are considered important until proven otherwise.

If the insurer has given the policyholder a list of questions to answer, no liability can be imposed on the policyholder regarding matters other than those included in the list provided; unless the policyholder has concealed an important matter in bad faith. If an important matter for the insurer is not reported or is reported incorrectly, the insurer may request a premium difference within fifteen days. The fact that the important matter was not learned due to the policyholder's fault or was not deemed important by the policyholder does not change the situation.

(Amended: RG-26/7/2014-29072) C.3. Declaration Obligation During the Continuation of the Contract

The policyholder cannot, after the conclusion of the contract, engage in behaviors and transactions that will aggravate the risk or the current situation and increase the amount of compensation without the permission of the insurer.

If the policyholder or someone else with his/her permission performs actions that increase the probability of the risk occurring or aggravates the current situation, or if one of the events that were explicitly accepted as an aggravation of the risk during the conclusion of the contract occurs, he/she shall immediately notify the insurer; if these actions were performed without his/her knowledge, within ten days at the latest from the date he/she learned about this situation.

If the insurer learns about the probability of the risk occurring or the aggravation of the current situation or the existence of events that can be accepted as an aggravation of the risk in the contract during the term of the contract, he/she may request a premium difference.

C.4. Status of the Policyholder and the Insured

In cases where legal consequences are attached to the knowledge and behavior of the policyholder, the knowledge and behavior of the insured and the beneficiary shall also be taken into consideration, provided that he/she is aware of the insurance.

C.5. Notifications and Notices

Notifications of the policyholder and the policyholder shall be made to the insurance company's headquarters or the agency that concludes or mediates the conclusion of the insurance contract.

The insurer's notifications, if they are to be made against the insured, are made to the insured's last notified address, and if they are to be made against the policyholder, to the policyholder's last notified address, by notary or registered mail.

Notifications made to the parties by hand in return for signature or by telegram are also considered registered mail.

Notifications made electronically using a secure electronic signature and that can be proven to have reached the insurer, the insured and the policyholder are also considered valid.

C.6. Termination of the Insurance Contract

The insurance contract is terminated in the event of termination of the professional activity defined in the policy, bankruptcy of the insurer, termination of the contract and withdrawal from the contract.

Subject to special provisions arising from the legislation, the premium for the unworked days in the event of termination of the contract is returned to the policyholder.

(Amended: RG-26/7/2014-29072) C.7. Special Reasons for Termination

In cases such as the insurer's bankruptcy, declaration of composition, cancellation of the license for the relevant insurance branch or removal of the authority to conclude contracts; the policyholder may terminate the insurance contract within one month from the date on which he/she learns these facts, provided that a new policy is made in a manner that will not lead to a lack of coverage.

The policyholder may request a guarantee from the insurer who becomes insolvent or whose legal proceedings have failed to yield results that the commitment will be fulfilled. If no guarantee is provided within one week from this request, the policyholder may terminate the contract provided that a new policy is made in a manner that will not lead to a lack of coverage.

C.8. Confidentiality of Commercial and Professional Secrets

The insurer and those acting on behalf of the insurer are liable for Losses arising from the failure to keep secrets that he/she will learn about the insured and the policyholder confidential due to the conclusion of this contract.

C.9. Statute of Limitations

All claims arising from insurance contracts shall become time-barred two years from the date on which the claim becomes due, and claims regarding insurance compensation shall become time-barred ten years from the date on which the risk occurs.

C.10. Special Conditions

The parties may agree on special conditions, provided that they are not to the detriment of the policyholder and the insured.

(1) This amendment shall enter into force on 30/7/2011.

(2) This amendment shall enter into force on 1/1/2016.

GENERAL CONDITIONS OF COMPULSORY LIABILITY INSURANCE FOR CYLINDER GAS

Date of Entry into Force: December 20, 1991

Scope of Insurance

Article 1- This insurance covers the liabilities of companies that bottle Liquid Petroleum Gas (LPG) against physical and material Losses that may occur (whether or not they are at fault) as a result of explosions, gas leaks, or fires in the places where the cylinders they fill or have filled and delivered to the consumer through their authorized dealers or directly are kept for use, within the framework of the following conditions.

LPG Distribution Companies that store, fill cylinders, transport, and sell Liquid Petroleum Gas (LPG) through their dealers or directly to the consumer shall have this insurance in addition to the Dangerous Goods Liability Insurance that they are required to have.

In a workplace with "Dangerous Goods Liability Insurance", Losses caused by an explosion, gas leakage or fire caused by an LPG cylinder kept for use are compensated by the insurer within the limits of the Cylinder Gas Liability Insurance.

However, if the accident caused by the cylinder gas kept for use also causes damage to flammable, combustible or explosive materials in the workplace, Cylinder Gas Liability Insurance is given priority in compensation payments; if the limits of this insurance are insufficient, the Dangerous Goods Liability Insurance starts operating within its limits. If the cause of the accident causing damage is flammable, caustic, flammable or explosive materials, the Dangerous Goods Liability Insurance starts operating first.

This insurance ensures that the policyholder is protected against unfair claims. In addition, in the event of a lawsuit filed regarding this insurance, the follow-up and management of the lawsuit belongs to the insurer together with the policyholder up to the limits recorded in the insurance policy, and the policyholder must give the necessary power of attorney to the lawyer to be nominated by the insurer. The insurer is obliged to pay the litigation costs and attorney fees. However, if the compensation awarded exceeds the insurance amount, the insurer pays these costs within the ratio of the insurance amount to the compensation.

The reasonable and necessary expenses incurred by the policyholder in order to prevent or reduce the damage in an accident are covered by the insurer.

When the damage occurs, the compensation of the third parties who suffer the damage is paid regardless of whether the policyholder is at fault. The situation does not change whether the damage occurs due to a service error during the installation of the LPG cylinder, a user's usage error, a manufacturing error of the cylinder, a filling error, a hose, clamp, regulator, device, or faucet error,

Geographical Limit of Insurance

Article 2- The insurance is valid within the borders of Turkiye.

Cases Excluded from Insurance

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

- a) Damage and loss claims of persons who intentionally caused the incident,
- b) Claims regarding moral compensation;
- c) Losses and loss suffered by the policyholder himself,
- d) All damage and loss claims arising from war or war-like operations, revolutions, rebellions, insurrections and internal turmoil resulting from these,
- e) All losses and Losses caused by ionizing radiations or radioactivity contaminations originating from any nuclear fuel or nuclear wastes resulting from the burning of nuclear fuel or reasons attributed to them and military and disciplinary measures brought about by these, whether or not within the scope of the employer's business (The term burning in this clause shall include any self-sustaining nuclear fission event).
- f) 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.

Cases that Result in the Removal or Reduction of Compensation

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

Recourse can be made to the policyholder mainly for the following reasons:

- a) If the event requiring compensation occurred as a result of an intentional act of the policyholder or the persons for whose actions he/she is responsible,

b) If the event requiring compensation occurred as a result of the theft or usurpation of the aforementioned items, if it is determined that the policyholder himself/herself or the persons for whose actions he/she is responsible were at fault in the theft or usurpation,

If the policyholder does not fulfill the obligations specified in Article 9 in the event of the event and as a result of this, the amount of loss and damage increases, the insurer may recourse to the policyholder for this increase, in addition to paying compensation to the injured party.

Start and End of Insurance

Article 5- Insurance starts at 12:00 noon Turkish time on the days written as start and end dates in the policy, unless otherwise agreed upon, and ends at 12:00 noon.

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

Article 6- 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, if the premium or down payment is not paid, the insurer's liability will not start even if the policy is delivered and this issue will be 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 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 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 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 that are 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 shall be calculated on a daily basis and the excess shall be returned to the policyholder.

The Policyholder's Declaration Obligation During the Contract

Article 7- The insurer has accepted this insurance based on the policyholder's written declaration in the offer letter or, if there is no offer letter, in the policy and its annexes.

If the policyholder's declaration is untrue or incomplete, and in cases where the insurer will have to conclude the contract with more severe conditions, the insurer shall notify the policyholder within eight days from the moment the situation is learned of, that the premium difference shall be paid. If the policyholder does not pay the requested premium difference within eight days following the notification date of the notice or declares that he/she will not pay it, the contract shall be terminated.

If the premium difference is not requested on time, the right to terminate shall be waived.

The premium for the period until the date the termination becomes effective shall be calculated on a short-term basis and the excess shall be returned.

If the false declaration was learned after the event that caused the damage occurred, the policyholder may take recourse against the compensation paid or to be paid for this damage,

- a) If the false declaration was made intentionally, for the entirety of the compensation,
- b) If there was no intention, for the amount of the compensation to be paid other than the ratio between the premium received and the premium that should have been received.

Obligation to Notify During the Insurance Period

Article 8- If the matters declared in the offer letter, or in the policy and its annexes if there is no offer letter, are changed by the policyholder after the contract is made in a way that requires the insurer to conclude the contract with more severe conditions, the policyholder is obliged to notify the insurer as soon as he/she learns about this change, within eight days at the latest. The insurer shall notify the policyholder about the payment of the premium difference within eight days from the moment he/she learns about the situation. If the policyholder does not pay the requested premium difference or notifies that he/she will not pay it within eight days following the notification date of the notice, the contract shall be terminated.

In case of termination of the contract, the premium for the period until the date on which the termination takes effect shall be calculated according to the short-term principle and any excess shall be refunded.

If the premium difference is not requested within the period, the right to terminate shall be void.

For compensations paid or to be paid due to events that occurred before the notification obligation regarding the changes in question was fulfilled, the provisions of subparagraphs (a) and (b) of Article 7 regarding the insurer's right of recourse shall apply, depending on whether the failure to notify the change was intentional or not.

If it is understood that changes occurring during the insurance period require a lower premium, the premium difference to be found for the period from the date of this change until the termination of the contract shall be returned to the policyholder on a daily basis.

Obligations of the Policyholder in Case of Realization of Risk

Article 9- The policyholder is obliged to fulfill the following in the event of any event that may fall within the scope of insurance coverage:

- a) In the event of occurrence of the events stipulated in the insurance scope according to this contract, to notify the insurer within 5 days from the moment of learning about it,
- b) Upon the request of the insurer, to provide information and documents that are possible to obtain and useful for determining the cause of the event and damage, the circumstances and conditions under which it occurred and its consequences, the compensation obligation and amount, and the exercise of recourse rights, without delay,
- c) In cases where a compensation claim is made through lawsuits or other means due to the damage or a criminal prosecution is initiated against the insurer, to immediately inform the insurer of the situation and to immediately provide the insurer with all the notices, invitations and similar documents received regarding the damage claim and criminal prosecution,
- d) In the event of a lawsuit being filed, to provide the necessary information to the lawyer to be nominated by the insurer for the monitoring and management of the case. to give the power of attorney,
- e) To notify the insurer if there are any other insurance contracts related to the insurance subject.

Subrogation of the Insurer

Article 10- The insurer legally replaces the policyholder for the amount of compensation it pays.

Payment of Compensation and Expenses

Article 11- The insurer has the right to directly contact and reach an agreement with the person or persons requesting compensation.

Without the explicit approval of the insurer, the policyholder is not authorized to accept the compensation request in whole or in part, and cannot pay any compensation to the injured party. Although the litigation expenses belong to the insurer, all other expenses arising from criminal prosecution and possible fines are excluded from the insurance coverage.

Right to Sue

Article 12- The injured party may request compensation for the damage within the scope of the insurance directly from the insurer within the specified limits.

Taxes, Duties and Charges

Article 13- Taxes, duties and charges currently in place or that may be imposed in the future on the insurance contract, amount or premium shall be paid by the policyholder.

Notifications and Reports

Article 14- 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 these addresses have changed, to the last address reported to the insurance company's headquarters or the agency acting as an intermediary in the insurance contract. If these addresses have changed, the policyholder must notify the insurance company. Otherwise, the notifications and reports shall be made to the insurance company's headquarters or the last address reported to the agency acting as an intermediary in the insurance contract. In this way, all legal consequences arising from the failure to deliver the notification made by the insurer to the policyholder belong directly to the policyholder.

Notifications and notifications made by hand to the parties in return for signature via letter or telegram are also considered registered mail.

Confidentiality of Commercial and Professional Secrets

Article 15- The insurer and those acting on behalf of the insurer are responsible for the Losses arising from the failure to keep confidential the commercial and professional secrets that they learn about the policyholder.

Court of Competence

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

Statute of Limitations

Article 17 - All rights and interests arising from the insurance contract and causing disputes shall lapse in two years.

Special Conditions

Article 18- Special conditions may be included in the insurance contract, provided that they do not conflict with the general conditions and are not against the policyholder.

Entry into Force

Article 19- The General Conditions of Compulsory Liability Insurance for Bottled Gas shall enter into force upon publication in the Official Newspaper.

Last Edit Date: April 12, 2005