

GENERAL CONDITIONS OF INSURANCE AGAINST GLASS BREAKAGE

Date of Entry into Force: January 1, 1976

Scope of Insurance Coverage

Article 1

The insurer covers the glass and mirrors shown in this policy against any loss or damage they may suffer as a result of breakage under the following conditions.

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

Article 2

The following cases are excluded from insurance coverage unless there is a contract to the contrary:

- a) Unless covered by another insurance, losses and Losses resulting from fire, lightning, explosion and fire extinguishing and rescue operations,
- b) Losses and Losses resulting from construction and renovations in buildings and areas where insured glass and mirrors are located,
- c) Losses and Losses resulting from the damage to the decorations and writings on the glass and mirrors due to their breakage,
- d) All losses and Losses caused by strikes, lockouts, riots and civil unrest and the military and disciplinary actions required by these.
- e) Except for the Losses specified in subparagraph (j) of Article 3, the Losses resulting from the terrorist acts specified in Law No. 3713 on Combating Terrorism and the sabotage resulting from these acts and the interventions made by the authorized bodies in order to prevent and reduce their effects.

Cases Excluded from Coverage

Article 3

The following cases are excluded from the insurance coverage:

- a) Demolition and collapse of the buildings and locations where the insured glass and mirrors are located.
- b) Loss and Losses that may occur during the placement, mounting or removal of the insured glass and mirrors, repairs made to their bases and frames, changing their place and transportation.
- c) Loss and Losses that may be caused intentionally by the insured or his/her family members and employees residing with him/her.
- d) Scratches and spatters on the surfaces of insured glass and mirrors,
- e) Loss and damage to insured glass and mirrors resulting from defects and faults in their bases and frames without any external effect,
- f) Loss and damage to insured glass and mirrors resulting from earthquakes, floods, floods, volcanic eruptions,

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

h) All losses and Losses caused by ionizing radiations or radioactivity contaminations resulting from any nuclear fuel or nuclear wastes resulting from the combustion of nuclear fuel or the reasons attributed to them and the military and disciplinary measures required by these; (The term burning in this clause shall also include any self-sustaining nuclear fission event).

i) All losses and Losses resulting from actions taken by public authorities on insured glass and mirrors.

j) All Losses resulting from biological and/or chemical contamination, contamination or poisoning resulting from terrorist acts specified in the Law No. 3713 on Combating Terrorism and sabotage resulting from these acts or from interventions made by authorized bodies to prevent these acts and reduce their effects.

Beginning and End of Insurance

Article 4

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

Insurer's Declaration Obligation

Article 5

The insurer has accepted this insurance based on the policyholder's written statement in the offer letter, or in the policy and its annexes if there is no offer letter, to notify the real status of the risk.

If the policyholder's statement 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 he learned of the situation and shall not pay the compensation if the risk has occurred. 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 of learning 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 shall become effective at 12:00 noon 15 days after the date of delivery to the post or notary, and the termination notice made by the policyholder shall become effective at 12:00 noon the day following the date of delivery to the post or notary.

The premium for the period until the date of termination shall be calculated on a daily basis in case of termination by the insurer, and on a short-term basis in case of termination by the policyholder, and any excess shall be returned.

c) The right to withdraw, terminate or request the premium difference that is not used in due time shall be waived.

d) If the policyholder does not have 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- Within the period in which this notice becomes effective, if it occurs, the insurer will make a reduction 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

A- Change of Location and Condition

Article 6

If the location or condition of the insured glass and mirrors declared in the policy and its annexes, if there is no offer in the offer form, 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) Immediately if it was made by him or by someone else with his express or implied consent,

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

The insurer shall;

1- Terminate the contract or

2- Keep 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 shall be terminated.

The termination notice made by the insurer shall become effective at 12:00 noon 8 days after the date of delivery to the post or notary, and the termination notice made by the policyholder shall become effective at 12:00 noon the day following the date of delivery to the post or notary.

The premium for the period until the date of termination shall be calculated on a daily basis in case of termination by the insurer, and on a short-term basis in case of termination by the policyholder, and the 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 learns that the location or condition of the insured glass and mirrors declared in the offer letter or in the policy and its annexes in the absence of an offer letter has changed, and if the insurer takes an action 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 policyholder has not intentionally notified the changes in the location and condition of the insured glass and mirrors that aggravate the risk within the notice period, the right to compensation for Losses occurring after the notice period is void. If the failure to comply with the notice obligation is not intentional, a reduction is made from the compensation according to the ratio 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.

The provisions of this article are also applied to the insured in the same way.

B- Change of Ownership

Article 7

If there is a change in the ownership of the insured property, the insurance continues and the rights and obligations of the insured arising from the policy are transferred to the new beneficiaries. In this case, the policyholder or the new beneficiaries who learn about the existence of the insurance and any situation are obliged to notify the insurer within fifteen days. If this obligation is not fulfilled, the insurer is relieved of liability.

The change of insurer may terminate the insurance within 8 days from the date on which the new beneficiaries also learn about the existence of the insurance. The right of termination not used in due time is void.

In case of termination of the policy by the insurer, the termination notice shall become effective 8 days after the date on which it is delivered to the mail or notary at 12:00 noon, and in case of termination by the new beneficiaries, the termination notice shall become effective at 12:00 noon on the day following the date on which it is delivered to the mail or notary at 12:00 noon.

The premium for the period until the date of termination is effective is calculated on a daily basis in case of termination of the contract by the insurer, and on a short-term basis in case of termination by new beneficiaries, and any excess is returned to the new beneficiaries.

At the time of change of the owner of the insured property, the policyholder is responsible for the existing premium debts together with the new beneficiaries who do not exercise their right to termination.

In case of the death of the policyholder, all rights and debts arising from this insurance are transferred to the new beneficiaries as is.

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

Article 8

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 liability of the insurer does not start 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, if the premium debt is paid during the period when the coverage is suspended, the coverage continues from where it was 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 Insured in Case of Damage Article 9

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

- a) Notify the insurer of the occurrence of the damage within 5 days at the latest from the date of learning about it,
- b) Take the necessary rescue and protection measures as if he/she were not insured and comply with the instructions given by the insurer to the best of his/her ability for this purpose,
- c) Ensure that no changes are made to the location and condition of the damaged glass and mirrors except in cases of necessity,
- d) Provide the necessary information and documents (original or a certified copy or photocopy) that are useful for determining the cause of the damage, the amount of loss and

damage and the evidence, and that can be provided by the insured, upon the request of the insurer without delay and obtain and preserve the necessary information and documents that can be provided by the insured for the exercise of the right of recourse,

e) Prepare a declaration of compensation stating the estimated amount of loss and damage within a reasonable and justified period. to the insurer.

f) To allow the authorized representatives of the insurer to conduct research and examinations on the insured glass and mirrors and related documents in order to determine the compensation obligation and amount and recourse rights.

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

Reduction or Decrease of the Right to Compensation

Article 10

If the insured does not fulfill his/her obligations in the event of damage and as a result of this, the amount of loss and damage increases, the increased amount will be deducted from the compensation to be paid by the insurer.

If the insured intentionally causes the risk to accrue or acts to intentionally increase the amount of loss and damage, his/her rights arising from this policy will be void.

Determination of Loss and Damage

Article 11

The amount of loss and damage to the insured glass and mirrors under this policy shall be determined by agreement between the parties.

If the parties cannot agree, the amount of loss and damage shall be determined by experts, who will be selected from among experts and called arbitrators, subject to the following provisions:

a) If the two parties cannot agree on the selection of a single arbitrator-expert, each party shall appoint its own arbitrator-expert and notify the other party of this matter by a notary. The party arbitrators-experts shall select a third impartial arbitrator-expert within seven days of their appointment and before proceeding with the examination and shall record this in a report. The third arbitrator-expert shall only be authorized to decide on the issues on which the party arbitrators-experts disagree, provided that it remains within the scope of the cases on which they disagree and that it is exclusive to this. The third arbitrator-expert may give its decision in an independent report or in a report together with the other arbitrators-experts. The arbitrator-expert reports shall be notified to the parties at the same time.

b) If either party does not appoint an arbitrator-expert within 15 days of the notification made by the other party, or if the party arbitrator-experts cannot agree on the selection of the third arbitrator-expert within 7 days, the party arbitrator-expert or the third arbitrator-expert shall be selected from among impartial and expert persons by the presiding judge of the court authorized to hear commercial cases at the location of the damage upon the request of one of the parties.

c) Both parties have the right to request that the third arbitrator-expert be selected from outside the location where the insurer or the insured resides or where the damage occurred, whether this person is selected by the party arbitrator-experts or by the presiding judge of the authorized court, and this request must be fulfilled.

d) If the arbitrator-expert dies, resigns or is rejected, a new arbitrator-expert shall be selected in place of the departed arbitrator-expert according to the same procedure and the determination process shall continue from where it left off.

The death of the insured does not terminate the duty of the appointed arbitrator-expert. If an objection to the arbitrator-expert due to lack of expertise is not made within 7 days from the date of learning about these persons, the right to object is void.

e) Arbitrator-experts are completely free in their examinations. They are not bound by the provisions of the Code of Civil Procedure and other legislation.

f) In determining the amount of loss and damage, arbitrator-experts may request evidence they deem necessary and records and documents that will be useful for determining the insured property and its value at the time of the damage, and may conduct examinations at the site of the damage.

g) The decisions of the arbitrator-expert or arbitrator-experts, or the third arbitrator-expert regarding the amount of loss and damage are final and binding on the parties. No compensation may be claimed or sued from the insurer without relying on the decision of an arbitrator-expert.

h) Unless the parties agree on the amount of compensation, the claim becomes due only with the decision of the arbitrator-expert and the statute of limitations does not start to run before the date of notification of the final report to the parties. Unless a period of 2 years has passed between the appointment of the arbitrator-experts and the notice period in Article 1292 of the TCC.

i) The parties shall pay the fees and expenses of their own arbitrator-experts. The fees and expenses of the third arbitrator-expert shall be paid by the parties in half.

j) The determination of the amount of loss and damage shall not affect the provisions and conditions existing in this policy and the legislation and the assertion thereof regarding the risks covered, the insured amount, the insured value, the insurance value, the insurance under the excess and interest value, the beginning of the liability, the reasons for excluding rights and reducing rights.

Calculation of Compensation Article 12

In the case of insured glass and mirrors, the insurer compensates for the damage at the time of damage, not to exceed the insurance amount.

If the insurer wishes, it may replace the broken glass and mirrors as is. In this case, the broken glass and mirrors become the property of the insurer. If the insurance amount is less than the insurance value, compensation is paid according to the ratio between the insurance amount and the insurance value.

Consequences of Damage and Compensation

Article 13

The insurer legally replaces the insured for the amount of compensation it has paid. The insured and the policyholder are obliged to provide documents and information useful to the case and obtainable that the insurer can replace.

If the risk provided occurs and full damage occurs, the insurance coverage ends.

In the event of partial damage, the insurance amount is reduced by the amount of compensation paid as of the date of damage.

If the insurance amount is shown separately in the policy for various units (units or groups) and one or more of these units (units or groups) suffers a total loss, the insurance coverage corresponding to these units (units or groups) ends on the date of the damage. In the event of partial damage, the insurance amount determined for each unit (unit or group) is reduced by the amount of compensation paid as of the date of the damage.

In cases where the insurance amount is reduced, the insurance amount can be increased to the previous amount by collecting a premium based on the day from the date of the damage.

In cases of partial damage, the parties have the right to terminate the insurance contract. The parties can only exercise their right to terminate before the compensation is paid.

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

If the policyholder exercises his/her right of termination, this termination becomes effective at 12:00 noon on the day following the date on which the notice is sent to the post or to the notary, and the premium for the unused insurance period will not be refunded.

Leaving

Article 14

Unless there is a contract to the contrary, damaged glass and mirrors cannot be left to the insurer.

MISCELLANEOUS PROVISIONS

Taxes, Duties, Charges and Administrative Expenses

Article 15

The current and future taxes, duties and charges related to the insurance contract, amount or premium, and the administrative expenses shown in the insurance contract belong to the policyholder.

Notifications and Notices

Article 16

The policyholder's or the insured's notices and notifications are made to the insurance company's headquarters or the agency mediating the insurance contract, through a notary public or by registered mail.

The insurance company's notices and notifications are also made to the policyholder's or the insured's address shown in the policy, and if these addresses have changed, they are notified to the insurance company's headquarters or the agency mediating the insurance contract and sent to the last address in the same manner.

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

Confidentiality of Commercial and Professional Secrets:

Article 17

The insurer is responsible for the Losses arising from the failure to keep confidential the commercial and professional secrets it learns about the insured.

Court of Authority

Article 18

In cases to be filed against the insurance company due to disputes arising from this policy, the competent court is the court of the place where the headquarters of the insurance company or the residence of the agent mediating the insurance contract is located or where the damage occurred, and in cases to be filed by the insurance company, the court of the place where the defendant's residence is located.

Statute of Limitations

Article 19

All claims arising from insurance contracts become time-barred in two years.

Special Conditions

Article 20

Special conditions may be included that do not conflict with these general conditions and the clauses, if any, related to them.

Last Edit Date: July 1, 2006