

GENERAL CONDITIONS OF THIRD PARTY LIABILITY INSURANCE

Date of Entry into Force: April 6, 1959

Subject and Scope of Insurance:

Article 1

This policy covers the insured against the consequences of claims for Losses and losses to be made by third parties due to the title, activity and legal relations indicated in the policy, in accordance with the provisions of the legislation of the Republic of Turkiye on legal liability and up to the amounts determined in this policy, as a result of an incident that may occur during the validity period of the insurance, a) Death, injury or impairment of health of third parties, b) Loss and damage (material damage and losses) to the properties of third parties.

This policy protects the insured against legitimate claims as well as against unwarranted and excessive claims.

Article 2

If the insured is a legal person, the insurance also covers the financial liability arising from the damage and loss that the insured's organs may inflict on third parties due to the performance of their duties.

Article 3

A) The insurance does not cover the claims related to the following Losses and losses:

- 1) Claims for Losses and losses caused intentionally or knowingly.
- 2) Claims that exceed the legal liability of the insured based on the performance of a contract or a special agreement.
- 3) Claims made by persons connected to the insured through a service or proxy and by the family members of the insured. The persons considered as family members for the purposes of this article are as follows:

The insured's spouse, relatives and descendants (including the children adopted by the insured and those who adopted the insured); The insured's siblings, sons-in-law, daughters-in-law and other relatives supported by him/her if they live with him/her, the insured's spouse's descendants and siblings. If the insured is a company, the non-limited liability partners of this company and the claims made by the family members of these in accordance with the above paragraph are also excluded from the insurance coverage.

- 4) Claims made against the conductors, detenteurs or owners of motorized transport vehicles, trailers, motorized bicycles and all kinds of air transport vehicles.

5) Claims arising from participation in automobile, motorcycle, bicycle, bobsleigh, motorboat, horse, boxing and wrestling, races and competitions, including training.

6) Claims related to Losses and losses arising from war, revolution, rebellion, uprising, uprising, riot, strike and their removal and seizure.

7) Claims arising from Losses and losses resulting from decay or gradual moisture absorption.

8) a- Claims arising from Losses and losses to the goods belonging to third parties and in the hands or custody of the insured, his/her family members or employees due to reasons of importation, rental or deposit or for storage, transportation, repair or processing or for any other purpose.

b- Claims arising from Losses and losses incurred due to the defective and faulty nature of the work or delivery in the things manufactured, delivered or processed by the insured or employees or persons acting on behalf of the insured or in technical devices or facilities that have a functional connection with these things.

c- Claims arising from Losses and losses incurred by the same persons in the buildings and lands where they work.

9) 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 in order to prevent and reduce their effects.

B) Cases that can be Covered with an Additional Contract

1) If the insured is provided as a real estate owner or an entrepreneur or business owner, the financial liability arising from Losses and losses incurred by elevators or mount-charges in the real estates specified in the policy or used in the execution of the enterprise to third parties.

2) Financial liability to be applied to hoteliers in accordance with articles 478, 479 and 480 of the Code of Obligations regarding the goods and animals brought by passengers and the vehicles entrusted to them. This provision also applies to the vehicles entrusted to garage owners.

3) Financial liability arising from damage and loss caused by earthquake, flood, flood, avalanche, landslide, volcanic eruption, explosion, fire, smoke, fog, steam and water.

Insured Person's Declaration Obligation:

Article 4

(A) At the time of the contract: The insurer has accepted this insurance based on the declaration of the policyholder included in the special conditions in order to inform the real situation of the risk.

Therefore, if the description of the risk in the special conditions has incorrectly answered or incompletely answered or left unanswered the issues that should have been included by the policyholder (and if received, included in the proposal):

a) In case of intent or gross negligence of the policyholder, the insurer is exempted from liability.

b) In cases where there is no intent or gross negligence of the policyholder, the insurer chooses to keep the insurance policy in force by receiving the premium difference commensurate with the severity of the risk or to terminate it. If the option of termination is chosen, it notifies the insured of the situation within one month from the date of discovery; The insurance shall terminate at 12:00 noon 15 days after the date on which the termination notice is served to the insured and the premium for the unused insurance period shall be refunded.

(B) After the contract: The insured shall be obliged to notify the insurer of any changes that may occur after the contract in the matters mentioned in paragraph (A) within 8 days if they were made by him; if the changes occurred beyond his will, as soon as he becomes aware of the situation.

If the changes are of a nature that aggravates the risk, the insurer may, if he wishes:

a) Accept the continuation of the insurance by receiving an additional premium that will cover the aggravation of the risk, or,

b) Terminate the contract within 8 days from the date on which he becomes aware of the situation. In this case, the insurance will end at 12:00 noon 15 days after the notification of the termination notice.

If the changes are of a nature that mitigates the risk and necessitate a reduction in the premium, the premium difference will be returned to the insured as of the occurrence of this new situation.

Termination rights not used in due time will be void. If an agreement cannot be reached on the payment of additional premiums, the insured may also use the termination right. In this case, the contract will be void with the termination notice and the premium for the part of the insurance period that will not be used will be refunded.

If the situation of not notifying the false statement or changes that aggravate the risk is learned after the occurrence of the damage, compensation will not be paid in the presence of intent or gross negligence; in other cases, a reduction will be made from the compensation in proportion to the premium that was accrued and the premium that should have been accrued.

Article 5

If the insured is provided as the exclusive owner of a thing or enterprise specified in the policy, and if this thing or enterprise changes its owner, the rights and obligations arising from the insurance contract shall pass to the new owner; unless the new owner notifies the insurer in writing that he/she does not accept the transfer of the insurance to him/her within 15 days from the date of the transfer to the insurance.

The insurer has the right to terminate the contract within 15 days from the date of the change of ownership. The liability of the insurer shall end at 12:00 noon 1 month after the date on which the termination notice is mailed, and the premium for the days not worked shall be returned to the new owner.

If the insured has entered into insurance with various titles and the subject of the insurance is lost for one or more of these titles in the future, the premium is adjusted according to the ongoing risks.

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

Situation of the Parties in Case of Damage:

Article 7

According to this contract, in the event of an event that may entail the insured's financial liability, the insured is obliged to notify the insurer in writing within five days from the date of discovery.

This notification must contain detailed and accurate information about where, on what date and time, for what reasons and under what circumstances the accident occurred, and the persons killed and injured in the accident, the damaged goods and their owners, and the extent of the time.

Article 8

If the insured is faced with a claim for compensation through a lawsuit or otherwise due to the damage, or if criminal proceedings are initiated against him/her, it is mandatory to submit the invitation, notice, warning, judicial notification, petition, letter and other documents regarding the damage and loss claim to the insurer immediately and without waiting for the request. The insurer is required to send the information and documents that it requests from the insured in writing, indicating the reason for the delay, to the insurer within 8 days at the latest.

The insured is obliged to provide assistance to the insurer to the best of its ability in the investigation of the damage and loss claim and the defense of its rights. Unless expressly permitted by the insurer, the insured cannot accept the damage and loss claim in whole or in part, nor can it pay any compensation related to it.

Article 9

The insurer has the right to directly contact the third party claiming Losses and losses and reach an agreement.

In the event of a lawsuit, the insurer pursues the lawsuit on behalf of the insured. The insured is obliged to grant all necessary authority to the lawyer to be nominated by the insurer. The expenses of the lawsuit are paid by the insurer. However, the total compensation to be given to the injured party with these expenses cannot exceed the maximum amount determined in the insurance policy.

In the event of criminal prosecution against the insured or the persons for whose acts he is responsible, if the insurer has explicitly undertaken the defense, he shall pay the attorney's fee (excluding all other expenses and possible fines).

Article 10

If the insured fails to comply with the obligations imposed on him in the event of damage, the insurer shall be exempted from the obligation to compensate; unless the insured proves that the non-compliance with these obligations was not due to his/her own fault.

Article 11

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

If the insurer terminates the policy, the insurance ends at 12:00 noon 15 days after the date on which the notice of this matter reaches the insured and the premiums of the unworked days are returned to the insured.

If the insured terminates the policy, the policy is terminated with the notice of termination, but the insurer's right to the premiums for the unworked days of the current insurance period remains reserved.

In cases where the premiums for more than one insurance period have been paid in advance, the insurer returns the premiums corresponding to the unworked periods.

MISCELLANEOUS PROVISIONS

Notifications to the Insurer:

Article 12

In order for all notifications to be made by the insured to the insurer under this policy to be valid, they must be made to the insurance company's headquarters or the agency that signed the policy.

Legal Residence:

Article 13

The legal residence declared by the policyholder in the insurance contract is included in the contract. If the insured changes his/her residence, he/she is obliged to notify the insurer immediately by registered letter. Otherwise, the insured is responsible for all consequences arising from the fact that the notification made by the insurer does not reach the insured.

Competent Court:

Article 14

The competent court is the court where the legal residence of the insured or the headquarters of the insurer or the agency that issued the policy is located.

Expiration Date:

Article 15

All contracts arising from the insurance contract expire in two years.

CONDITIONS OF PRODUCT LIABILITY INSURANCE

A. SCOPE OF INSURANCE

A.1. Subject of Insurance

With this insurance contract, the insurer provides coverage against the insured for compensation claims arising from the defect of the products defined in the contract and reasonable expenses related to the claim within the terms and limits agreed upon in the contract.

The insurer;

- a) Provides coverage against Losses arising from an incident occurring during the contract period and for which compensation is requested during or after the contract period in accordance with the liability provisions, or
- b) Provides coverage against claims that may be made against the insured only during the contract period due to an incident occurring before the contract is made or while the contract is in force.

The parties may conclude a contract that includes either (a) or (b) or both.

A.2. Geographical Limit of Insurance

This insurance is valid within the geographical limits determined by the parties.

A.3. Cases Excluded from Coverage

The following cases are excluded from the coverage:

- a) Losses arising from products subject to production activities contrary to law, morality, and customs,
- b) Any damage intentionally caused by the insured,
- c) Events occurring as a result of the insured or their employees being under the influence of alcohol, drugs or narcotic substances while performing the production activity specified in the policy,

A.4. Cases Excluded from Coverage, Compensation Claims and Payments Unless There is a Contract to the Contrary.

A.4.1. Cases Excluded from Coverage and Compensation Claims Unless There is a Contract to the Contrary

a) Compensation lawsuits and arbitration filed in a court other than the courts of the Republic of Türkiye

b) Compensation claims made due to liabilities arising directly or indirectly from all kinds of environmental pollution;

c) Claims for compensation arising directly or indirectly from the following situations, regardless of their nature:

aa) Ionizing radiation or pollution resulting from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,

bb) Dangerous properties of any radioactive, toxic, explosive or explosive nuclear compound or a nuclear part thereof.

cc) All claims arising from the existence, production, handling, processing, sale, distribution, storage, release or use of diethylstilbestrol (DES), dioxin, urea formaldehyde, asbestos, asbestos products or products containing asbestos, or any disease (including cancer) arising from asbestos.

d) All claims exceeding the legal liability of the insured based on the performance of a contract or a special agreement;

e) Claims for moral compensation.

f) Claims for compensation arising from the liability of the insured to his/her partner, consultant, employee or mother, father, sibling, spouse and children.

g) All expenses and payments related to recall, collection and destruction of defective products.

h) Losses that may occur to the insured products. (Amended by the Undersecretariat of Treasury letter dated 14.03.2016.)

A.4.2. Payments Excluded from the Coverage Unless There is a Contract to the Contrary.

a) All penalties and penal terms, including administrative and judicial fines;

b) In the event that criminal proceedings are initiated against the insured, all other expenses arising from such proceedings;

c) Expenses exceeding the insurance amount related to the claim

A.5. Commencement and End of Insurance

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

B. LOSSES AND COMPENSATION

B.1. Occurrence of Risk

If the contract is made as specified in subparagraph (a) of A. 1., as a result of Losses to others due to products that the insured has put on the market during the contract period, both during the contract period and within two years from the end of the contract,

If the contract is made as specified in subparagraph (b) of A. 1., depending on an event that occurred before the contract was made or while the contract was in force, provided that it was not less than one year;

a) Payment is made by the insured with the knowledge and written consent of the insurer, or,

b) In cases where the court decides that the damage occurred and that this damage is due to the liability of the insured,

the risk is realized.

All Losses that occur due to the same reason and/or the same defect, that occur due to the supply of the same products and/or that show the same defect during the period that the coverage is valid will be considered as a single damage and the first damage that occurs within the policy term will be considered as having occurred on time. (Amended by the Undersecretariat of Treasury letter dated 14.03.2016.)

B.2. Obligations of the Policyholder and the Insured Regarding the Risk

The insured and the policyholder are obliged to fulfill the following:

a) Notify the insurer of the events that will require the insured's liability within ten days,

b) Notify the insurer immediately that the risk has occurred as soon as it is learned,

c) Take all necessary measures to prevent, reduce and prevent the increase of the damage to the extent possible as if there was no insurance contract and comply with reasonable instructions regarding insurance outside of professional activities 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, which will be useful for the exercise of 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 the Risk

B.3.1. Payment of Expenses

The insurer shall compensate the reasonable expenses incurred by the insured for preventing, reducing and preventing the increase of the damage and protecting the rights of recourse, separately from the insurance compensation, even if these have been in vain.

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

B.3.2. Advance Payment Regarding Compensation

Upon the request of the insured, the insurer must provide advance payment for expenses related to the compensation claim.

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 becomes due and payable after the completion of the insurer's investigations regarding the performance of the risk following the occurrence of the risk and after the submission of the documents related to the risk to the insurer, and in any case, forty-five days after the notification of the occurrence of the risk. If the investigation is delayed due to a fault that cannot be attributed to the insurer, the period does not run.

If the investigations are not completed within three months from the notification of the occurrence 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 rapidly according to the results of the preliminary appraisal to be conducted by the court upon agreement of the parties or in case of disagreement, as an advance payment to be deducted from the compensation.

When the debt becomes due, the insurer shall be in default without the need for a warning.

Contract provisions that foresee the insurer being relieved of the obligation to pay default interest are invalid.

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

B.3.4. Assistance to the Insured

The insurer shall notify the insured within five days of the insured's proper notification or a direct request from the injured party, whether it will undertake to carry out the necessary legal procedures, make decisions and also assist in the defense, in relation to the demands of the injured party and on behalf of the insured, but with all the responsibility and expenses being borne by the insured. The insured shall carry out the procedures that must be carried out until the end of this period. The insurer shall take into consideration the rights and interests of the insured in its transactions.

If the insurer has not made a notification, it shall pay the compensation finalized against the insured. However, if the insured's settlement agreement without the insurer's approval is not given within fifteen days of the notification, it shall be invalid against the insurer; the insurer shall not refrain from approving the settlement for unjustified reasons.

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 shall be obliged to 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 shall be limited to the amount it would have had to pay if the obligation had been fulfilled, provided that the situation was notified to the injured party in writing.

B.4. Subrogation

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

B.5. Right to Direct Action

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

C. MISCELLANEOUS PROVISIONS

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

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

C.2. Obligation of the Insured and the Policyholder to Declare at the Time the Contract is Made

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

If the insurer has provided the policyholder with a list of questions, no liability can be imposed on the policyholder for issues other than the questions in the list; unless the policyholder has concealed an important issue in bad faith.

If an issue that is important for the insurer is not reported or is reported incorrectly, the insurer may withdraw from the contract within fifteen days or request a premium difference. If the requested premium difference is not accepted within ten days, the contract is deemed to have been withdrawn. The fact that the important issue was not learned due to the fault of the policyholder or that the policyholder did not consider it important does not change the situation. However, if the real situation of an issue or fact that was not reported or reported incorrectly is known by the insurer, the insurer cannot withdraw from the contract by claiming that the disclosure obligation has been violated. The burden of proof belongs to the policyholder.

If the insurer has explicitly or implicitly waived the exercise of the right of withdrawal, or if he caused the breach that led to the withdrawal, or if he made the contract despite some of his questions being left unanswered, he cannot withdraw from the contract.

In case of withdrawal, if the policyholder is intentional, the insurer is entitled to premiums for the period during which he carried the risk.

If the declaration obligation is violated by the negligence of the policyholder after the occurrence of the risk, if this violation is of a nature that may affect the amount of the compensation or the occurrence of the risk, a reduction is made from the compensation according to the degree of negligence. If the policyholder's fault is at the level of intention, if there is a connection between the violation of the declaration obligation and the risk that occurred, the insurer's obligation to pay compensation is eliminated; if there is no connection, the insurer pays the insurance compensation by taking into account the ratio between the premium paid and the premium that should have been paid.

C.3. Obligation to Declare During the Continuation of the Contract

After the conclusion of the contract, the insured cannot engage in any behavior or transactions that would increase the amount of compensation by aggravating the risk or the current situation without the permission of the insurer.

If the insured or someone else with their permission engages in transactions that increase the probability of the risk occurring or aggravates the current situation, or if one of the events that were explicitly accepted as aggravation of the risk at the time the contract was made occurs, they must immediately notify the insurer; if these transactions were made without their knowledge, they must notify the insurer within ten days at the latest from the date they learned about this.

If the insurer learns of the possibility of the risk occurring or the current situation aggravating or of the existence of events that can be accepted as aggravation of the risk in the contract during the term of the contract, they may terminate the contract or request a premium difference within one month from this date. If the difference is not accepted within ten days, the contract is deemed to have been terminated. Unless the increase in the risk is caused by a matter related to the insurer's interest or an event for which the insurer is responsible or the fulfillment of a humanitarian duty.

If the insurer learns that the policyholder has intentionally breached the declaration obligation before the risk occurs, even if it terminates the contract in accordance with the first paragraph, it is entitled to the premium for the insurance period in which the change occurred.

If the policyholder's negligence is determined after the risk occurs and it is determined that the declaration obligation regarding the changes has been violated, if the violation in question is of a nature that could affect the amount of compensation or the occurrence of the risk, a reduction is made from the compensation according to the degree of negligence. In case of intention by the policyholder, if there is a connection between the change that occurred and the risk that occurred, the insurer may terminate the contract; in this case, the insurance compensation is not paid. If there is no connection, the insurer pays the insurance compensation by taking into account the ratio between the premium paid and the premium that should have been paid.

If the insurer learns that the policyholder has intentionally breached the declaration obligation before the risk occurs, even if it terminates the contract, it is entitled to the premium for the insurance period in which the change occurred.

If the risk occurs in connection with the change made within the notification period granted to the insurer for the termination or the period granted for the termination to take effect, the insurance compensation is calculated by taking into account the ratio between the premium paid and the premium to be paid.

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 policyholder are also taken into account, provided that he/she is aware of the insurance.

C.5. Notifications and Notices

Notifications of the policyholder and the policyholder are made to the headquarters of the insurance company or to the agency that concludes or mediates the conclusion of the insurance contract.

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

Notifications made by hand delivered to the parties by letter or telegram against signature are also considered registered mail.

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

C.6. Termination of the Insurance Contract

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

Subject to special provisions arising from the legislation, in the event of the termination of the contract, the premium for the days not processed is returned to the policyholder.

C.7. Special Reasons for Termination

The policyholder may withdraw from the contract by paying half of the agreed premium before the insurer's liability begins.

In cases such as the insurer declaring a composition, the license for the relevant insurance branch being canceled or the authority to conclude contracts being revoked; the policyholder may terminate the insurance contract within one month from the date on which he learns of these facts.

The policyholder may request a guarantee from the insurer that its commitment will be fulfilled if it becomes insolvent or if the legal proceedings against it are unsuccessful. If the guarantee is not provided within one week from this request, the policyholder may terminate the contract.

C.8. Keeping Commercial and Professional Secrets

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

C.9. Statute of Limitations

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

C.10. Clauses and Special Conditions

The clauses that are annexes to these general conditions may contain special regulations according to the general conditions. The parties may agree on special conditions that are not to the detriment of the policyholder and the insured.

