

GENERAL CONDITIONS OF COMPULSORY LIABILITY INSURANCE FOR MARINE VEHICLES

A. SCOPE OF INSURANCE

A.1. Subject of Insurance

With this insurance, the insurer covers the compensation liability of the operator (operator) or the ship owner up to the insurance amount stated in the policy for physical and material Losses that may be suffered by the passengers or third parties as a result of an accident, collision or collision with fixed or floating objects that may occur during the period when the marine vehicle carrying passengers for commercial purposes specified in the policy is used in accordance with its purpose of allocation, including stops.

This insurance also ensures the defense of the insured against unfair claims.

A.2. Definitions

Under these General Conditions:

Owner: The ship owner who uses his ship on the water for the purpose of gaining profit,

Operator: The real or legal person registered in the policy and licensed to carry passengers,

Departure Point: The place where the passenger boards the sea vehicle,

Accident: An incident resulting in death, injury or material damage involving one or more sea vehicles,

Insurance: Compulsory financial liability insurance for sea vehicles,

Insurer: The insurance company that covers the liability of the insured up to the insurance amount stated in the policy with this insurance and whose policies are accepted as valid in the relevant legislation,

Insured: The operator or the owner who is obliged to have insurance in accordance with the relevant legislation,

Destination Point: The place shown on the passenger ticket and where the passenger is intended to be carried,

Passenger: Persons carried on the sea vehicle with the approval of the carrier based on the contract of passenger carriage by sea,

Damaged: The passenger who suffers damage requiring a claim for compensation as a result of the incident or the person on the sea vehicle refers to third parties who are not traveling but suffer damage due to the accident or those who are deprived of the support of the deceased,

A.3. Types of Coverage Covered

The coverages that cover the insured's liability arising from Article A.1 are shown below.

A.3.1. Death Coverage

If the accident causes the death of the injured, it covers the compensation for the loss of support of those who are deprived of the support of the deceased.

A.3.2. Disability Coverage

If the accident causes the injured to be temporarily or permanently disabled, it covers the disability compensation determined as a result of the termination of medical treatment and the final determination of the disability.

A.3.3. Treatment Expenses Coverage

It covers the first aid, examination, control or outpatient or inpatient treatment expenses of those injured due to an accident in hospital or other places due to this injury and other expenses required for treatment.

A.3.4. Material Damage Coverage

It covers the compensation claims of passengers regarding the Losses to their luggage and vehicles in the cargo compartment of the sea vessel and all kinds of luggage carried in or on them, as well as material Losses to third parties other than the passengers.

Third party liability coverage also covers pollution and debris removal expenses.

A.4. Responsibilities and Circumstances Reducing Liability

The insured is obliged to take measures to ensure that passengers travel healthily, comfortably and safely. Passengers must comply with the procedures and principles established for the regulation of transportation services.

If the injured party is at fault in the occurrence of the accident, a deduction can be made from the compensation to be paid in proportion to this fault.

A.5. Cases Not Covered

The following cases and Losses arising from these cases are not covered by insurance.

- a) Claims for compensation to be made by the insured or the policyholder,
- b) Claims of seamen, other persons for whose actions the insured is held responsible and persons without passenger tickets (traveling illegally),

c) War, all kinds of war events, invasion, foreign enemy actions, collision, civil war (whether war is declared or not), revolution, rebellion, uprising and the disciplinary and military actions required by these,

d) Claims for compensation for Losses caused by the actions of Authorized Public Authorities regarding sea vehicles and/or sea traffic,

e) Nuclear, biological and chemical risks and the military and disciplinary measures required by these,

f) Participation in strikes, locked-out workers' movements, public movements, fights,

g) Losses resulting from terrorist acts specified in the Law No. 3713 on Combating Terrorism and sabotage arising from these acts and interventions made by authorized bodies to prevent and reduce their effects, in acts of terrorism and related sabotage Claims of those present, claims for Losses incurred by persons who boarded the vehicle knowing that it was or will be used in terrorist acts,

h) Except for the case of rescuing persons and goods in danger, actions of the passenger that knowingly expose him/herself to serious danger,

i) Claims for compensation arising from a natural event that is unavoidable and impossible to prevent,

j) Claims for compensation arising entirely from an act or negligence committed by a third party with the intention of causing it,

k) Claims for compensation for Losses arising from piracy and kidnapping,

l) Claims for compensation to be directed due to indirect Losses.

m) Passenger suicide.

n) Losses that may occur to such persons due to the presence of persons who must be accompanied due to their physical or mental condition on the sea vessel without being accompanied or due to the fault of their companions.

A.6. Geographical Limit of Insurance

This insurance is valid for passenger transportation between the ports or piers of the Republic of Turkiye and between the ports of the Republic of Turkiye and the ports of foreign countries, including sea vessels that are in a state of repair or not.

A.7. Start and End of Insurance

The insurance starts at 12:00 noon Turkish time and ends at 12:00 noon on the days written as start and end dates in the policy, unless otherwise agreed.

B. LOSSES AND COMPENSATION

B.1. Right of Application of the Injured and Application Period

Injured persons may directly file a claim against the insurer within the coverage limits stipulated in the policy.

The insurer has the right to contact and reach an agreement with the injured persons, provided that it is limited to the coverage limits stipulated in the policy. However, without the written permission of the insurer, the insured is not authorized to accept the compensation claim in part or in full, and cannot make any compensation payments to the injured persons.

The event giving rise to compensation shall be reported to the insurer by the insured without delay and within ten days at the latest, if the event occurred abroad, without delay and within twenty days at the latest.

B.2. Obligations of the Insured in Case of Occurrence of Risk

In case of occurrence of risk, the insured shall be obliged to fulfill the following:

a) According to these General Conditions, an event that will require his/her liability shall be reported to the insurer by B.1. to notify the insurer within the period specified in article 10,

b) To take the necessary rescue and protection measures as if not insured and to comply with the instructions given by the insurer for this purpose,

c) To provide, upon the request of the insurer, the information and documents that are useful for determining the cause of the incident and damage, the circumstances and conditions under which it occurred and its results, the compensation obligation and amount and the exercise of the right of recourse, without delay,

d) 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 give the insurer all the notifications, invitations and similar documents it has received regarding the damage claim and criminal prosecution,

e) To inform the insurer of any other insurance contracts related to the subject of the insurance.

B.3. Documents Regarding the Accident

In order to pay the compensation, the insurer may request the following documents from the injured party regarding the accident.

a) Accident report or expert report prepared by authorized public authorities,

b) If the application is made due to death, death report and certificate of inheritance, documents showing the profession, income status and support relationship of the deceased,

c) If the incident has been referred to court, the court decision,

d) If the application is made due to injury, documents showing treatment expenses in addition to the documents in subparagraph a; if the application is made due to temporary or permanent disability, a report to be obtained from a fully equipped hospital.

B.4. Payment of Compensation and Expenses

Insurance compensation becomes due after the risk occurs and after the documents specified in article B.3 regarding the risk are submitted to the insurer in full, after the insurer completes its investigations regarding its performance and in any case, forty-five days after the notification to be made in accordance with article B.1. If the compensation is not paid within this period without justified cause, the insurer is in default and legal default interest is applied to the unpaid compensation amount. Default interest is not considered as payment made within the coverage limit.

In case of a lawsuit filed regarding this insurance, the insurer shall notify the insured whether it will undertake the follow-up and management of the lawsuit within five days from the notification to the insurer in accordance with the period specified in Article B.1. If the insurer has not made a notification, it shall pay the compensation finalized against the insured. If the insurer undertakes the follow-up and management of the lawsuit, it shall pay the litigation expenses and attorney fees awarded by the court. However, if the awarded compensation exceeds the insurance amount, the insurer shall pay these expenses within the ratio of the insurance amount to the compensation.

In case of criminal prosecution against the insured or persons whose actions it is held responsible, the insurer shall also participate in the defense with the permission of the defendant. In this case, the insurer shall only pay the expenses of the attorney it has chosen.

All expenses and possible fines arising from criminal prosecution are excluded from insurance coverage.

B.5. Multiplicity of Injured Persons

If the compensation receivables of the injured persons exceed the coverage amount specified in the insurance contract, the compensation amount to be paid to each injured person shall be subject to reduction according to the ratio of the coverage amount to the total compensation receivables. In accidents where more than one person is injured, a bona fide insurer who pays more than what is due to them to one or more of the injured persons, without knowing that there are other compensation claims, shall be relieved of its obligations towards other right holders within the scope of the payment it has made.

B.6. Subrogation of the Insurer

The insurer shall legally replace the insured person in the amount of the compensation it has paid.

B.7. Reservation of the Rights of the Injured Persons and the Insurer's Right to Recourse to the Insured

Even if the insurer is completely or partially relieved of its performance obligation towards the insured, the insurer's performance obligation in terms of the injured person shall continue up to the amount of compulsory insurance.

The insurer who made the payment may have recourse against the insured to the extent that it can ensure the removal or reduction of the compensation in accordance with the insurance contract and the provisions of the legislation related to this contract.

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

The event requiring compensation;

a) If it occurred as a result of an act or negligence committed intentionally or recklessly by the insured or the persons for whose actions he is responsible and with the knowledge of the possibility of such damage occurring,

b) If the accident arose from the insured not fulfilling his obligations under the relevant legislation,

c) If it occurred because the sea vessel did not comply with the technical conditions required by the legislation, or because it set out on a voyage without qualified seamen,

d) If it occurred because the necessary first aid materials and medicines were not kept on the sea vessel or because it was not possible to use them immediately,

e) If it occurred as a result of the sea vessel not being driven by persons with the necessary qualifications in accordance with the relevant legislation,

f) If it occurred because the captain had taken narcotics or recreational substances or had lost the ability to drive the sea vessel safely due to alcohol consumption;

g) If it has arisen from carrying passengers or cargo in excess of the capacity limit determined by the competent authorities or from other prohibited situations related to the operation of the sea vehicle,

h) If it has occurred as a result of theft or usurpation of the sea vehicle due to the fault of the insured or the persons whose actions he is responsible for, and

i) If there has been an increase in the amount of the damage, limited to the increased amount of damage, due to the insured's failure to fulfill the obligations specified in Article B.2 in the event of the occurrence of the risk,

recourse shall be taken to the insured.

C. MISCELLANEOUS PROVISIONS

C.1. Payment of Insurance Premium and Commencement of Liability

If it has been agreed that the entire insurance premium will be paid in installments, the first installment must be paid as soon as the contract is made and upon delivery of the policy. If the fee is not paid despite the delivery of the policy, the insurer's liability does not begin. This condition shall be written on the front of the policy.

C.2. The Insured's Obligation to Declare at the Time of Contracting

The insurer has accepted this insurance based on the insured's written declaration in the offer letter, or in the policy and its annexes if there is no offer letter, to inform the insurer of the real situation of the risk. The insured is obliged to inform the insurer of all matters that would require the insurer not to make the contract or to make it under more severe conditions if the insurer knew the real situation at the time of making the contract.

If the policyholder's declaration is untrue or incomplete, and in cases where the insurer will have to conclude the contract under more severe conditions, the insurer may withdraw from the contract or request a premium difference within fifteen days from the moment it learns of the situation. If the requested premium difference is not accepted within ten days, the contract is withdrawn. The fact that the important matter was not learned due to the policyholder's fault or was not considered important by the policyholder does not change the situation. However, if the real situation of an undeclared or incorrectly reported matter or fact is known by the insurer, the insurer cannot withdraw from the contract by claiming that the declaration obligation has been violated. The burden of proof lies with the policyholder.

The insurer cannot withdraw from the contract if it has expressly or implicitly waived the exercise of the right of withdrawal or if it has caused the violation that led to the withdrawal or if it has made the contract despite some of its questions being left unanswered.

If the policyholder has intentionally remained silent when asked during the contract or has knowingly made incomplete or untrue statements, the insurer who does not fully know the truth may withdraw from the contract. In case of withdrawal, the insurer is entitled to premiums for the period during which the risk was carried. If the declaration obligation is violated due to the negligence of the policyholder after the risk occurs, and if this violation is of a nature that may affect the amount of the compensation or price 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 intent, if there is a connection between the violation of the declaration obligation and the risk that occurred, the insurer's obligation to pay compensation or price is eliminated; if there is no connection, the insurer pays the insurance compensation or price by taking into account the ratio between the premium paid and the premium that should be paid.

C.3. Declaration Obligation of the Policyholder During the Insurance Period

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

If the policyholder or someone else with his permission engages in transactions that increase the probability of the risk occurring or aggravate the current situation, or if one of the issues that were explicitly accepted as aggravation of the risk at the time the contract was made, immediately; If these transactions were made without his/her knowledge, he/she shall notify the insurer of the situation within ten days at the latest from the date he/she learned about this matter.

If the insurer learns about the possibility of the occurrence of the risk or the aggravation of the current situation or the existence of events that can be considered as aggravation of the risk in the contract, he/she 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 be 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 negligence of the policyholder is determined after the occurrence of the risk and the declaration obligation regarding the changes is determined to have been violated, if the violation in question is of a nature that may affect the amount of compensation or the amount or the occurrence of the risk, a reduction shall be made from the compensation or the amount according to the degree of negligence. In the event of intent 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, no insurance compensation or amount shall be paid. If there is no connection, the insurer pays the insurance compensation or price 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 violated the declaration obligation before the risk occurs and terminates the contract, he/she is entitled to the premium for the insurance period in which the change occurred, even if he/she terminates the contract.

If it is understood that the changes that occur during the insurance period are of a nature that mitigates the risk and that this requires a lower premium, the premium difference calculated on a daily basis for the period from the date of the change until the termination of the contract is returned to the policyholder.

In case the insurance is terminated for any reason, the insurer shall notify the Ministry of Transport, Maritime Affairs and Communication.

C.4. Change of the Insured, Termination of Activity

If the operator or the equipment changes during the contract period, the new operator or equipment must immediately conclude a new insurance contract. However, the existing insurance contract is also valid for the new operator or equipment without the need for any transaction and without paying the premium, from the date of the change of the operator or equipment until the new insurance contract is concluded and in any case for a maximum of ten days.

C.5. Notifications and Notices

Notifications of the insured and the policyholder are made to the insurance company's headquarters or to the agency that concludes or mediates the conclusion of the insurance contract. The insurer's notifications are also made to the insured's address if they are to be made against the insured, and to the policyholder's address if they are to be made against the policyholder, by notary or by registered mail.

Notifications made to the parties by hand against signature by letter or telegram 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 considered valid.

C.6. Confidentiality of Commercial and Professional Secrets

The insurer and those acting on behalf of the insurer are liable for any Losses arising from the failure to keep confidential the commercial and professional secrets they may learn about the insured and the policyholder due to the conclusion of this contract.

C.7. Statute of Limitations

Any compensation lawsuit arising from an insurance contract shall become time-barred two years from the date the claim becomes due and in any case ten years from the date of the event causing the damage.

If the lawsuit arises from an act requiring punishment and a longer period of limitation is foreseen for this act in the penal codes, this period shall also apply to compensation claims.

C.8. Competent Court

In cases to be filed against the insurer due to disputes arising from an insurance contract, the competent court shall be the court at the place where the headquarters of the insurance company or the residence of the agent mediating the insurance contract is located or at the place where the event causing the damage occurred; and in cases to be filed against the policyholder, the insured or the injured party, the competent court at the place of residence or habitual residence of the defendant in Turkiye.

C.9. turkForce

These general conditions shall enter into force on 13/08/2014.