

GENERAL CONDITIONS OF THIRD PARTY LIABILITY INSURANCE IN ELEVATOR ACCIDENTS

Date of Entry into Force: October 1, 1984 Scope of Insurance Coverage:

Article 1

This insurance covers the compensation amounts claimed by third parties as a result of accidents that may occur in relation to elevators or elevators specified in this policy, which are subject to permanent maintenance by contract and whose brand, type, usage style, carrying capacity and location address are shown in this policy, up to the amounts stated in the policy.

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

Cases Excluded from Coverage:

Article 2

The following cases are excluded from insurance coverage:

- a) Claims for Losses and losses arising from intentionally caused or knowingly caused events,
- b) Claims based on the performance of a contract or a special agreement and exceeding the legal liability of the insured,
- c) Claims made by persons connected to the insured through a service or proxy and 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 children adopted by the insured and those who adopted the insured), siblings, sons-in-law, daughters-in-law and relatives supported by the insured if they live with him/her, the spouse and descendants of the insured and siblings.

If the insured is a company, the claims made by the non-limited liable partners of this company and their family members in accordance with the above paragraph are also excluded from the insurance coverage:

- d) Losses and Losses arising solely from exceeding the carrying capacity,
- e) Material losses and Losses caused by fire, lightning, explosion, flood, earthquake or any external cause,
- f) All losses and Losses arising from war, all kinds of war events, invasion, foreign enemy actions, clashes (whether war is declared or not), civil war, revolution, rebellion, insurrection and the disciplinary and military actions required by these,
- g) 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 combustion in this paragraph shall mean any self-sustaining nuclear fission "fission" event),
- h) Losses and Losses caused by strikes and lockouts.

i) Losses caused by terrorist acts specified in the Anti-Terror Law No. 3713 and sabotage resulting from these acts and interventions made by authorized bodies to prevent and reduce their effects.

Beginning and End of Insurance:

Article 4

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

Insured's Declaration Obligation:

Article 5

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

If the insured'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 insured has intent, the insurer may withdraw from the contract within one month from the date it learns about the situation and does not pay the indemnity to the insured if the risk has occurred. In the event of withdrawal, the insurer is entitled to premium.

b) If the insured does not have intent, the insurer terminates the contract within one month from the date it learns about the situation or keeps the contract in force by receiving the premium difference.

If the policyholder notifies that they do not accept the requested premium difference within 15 days, the contract is terminated. The termination notice made by the insurer via registered mail or notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured.

The premium for the period until the date of termination is effective shall be calculated on a daily basis and any excess shall be returned.

c) The right to withdraw, terminate or request the premium difference shall be void if not exercised in due time.

d) If the policyholder 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- If it occurs within the period in which this notice becomes effective, the insurer shall make a deduction from the compensation in proportion to the premium accrued and the premium that should have been accrued.

Obligation to Notify During the Insurance Period and Its Consequences:

Article 6

If the matters declared in the offer letter of the risk, or in the absence of an offer letter, in the policy and its annexes, are changed without the consent of the insurer after the contract is made, the policyholder is obliged to notify the insurer of this change:

- a) If it was made by him or by someone else with his express or implied consent, immediately,
- b) If it was made by someone else without his express or implied consent, as soon as he learns about the situation, and in either case, within 8 days at the latest.

The insurer shall, from the date he learns about the change, within 8 days if this change requires him not to conclude the contract or to do so under more onerous conditions:

- 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 via registered mail or notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured.

The premium for the period until the date of termination becomes effective shall be calculated on a daily basis and any excess shall be returned. If not used in due time, the right to request the termination or premium difference shall be waived. If the insurer learns that the method of use of the risk declared in the proposal or in the policy and its annexes in the absence of a proposal has changed, and acts in a manner indicating that it agrees to the continuation of the insurance contract as is, such as collecting the insurance premium, the right to request the termination or premium difference shall be waived.

If the insured has not intentionally notified the changes aggravating the risk within the notice period, the right to compensation for losses occurring after the notice period shall be waived; if the failure to comply with the notification obligation is not intentional, a reduction shall be made from the compensation according to the proportion between the premium received and the premium that should have been received. If it is understood that the change is of a nature that mitigates the risk and requires a lower premium application, the premium difference to be found on a daily basis for the period from the date of this change until the termination of the contract shall be returned to the policyholder.

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

Article 7

If it is agreed that the entire insurance premium will be paid in installments, the down payment (first installment) must be paid as soon as the contract is made and at the latest upon delivery of the policy. Unless otherwise agreed, the insurer's liability does not begin 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 8

The insured is obliged to fulfill the following matters in case of any accident that may be covered by the policy.

- a) To notify the insurer in writing of any incident that may cause the liability of the policyholder under this contract within 5 days from the moment of becoming aware of it,
- b) To take the necessary rescue and protection measures as if he were not insured and to comply with the instructions given by the insurer to this end to the best of his ability,
- c) To provide the necessary information and documents (original and a certified copy or photocopy) that are useful for determining the cause of the accident and the circumstances under which it occurred and its consequences and that can be provided for the insured, upon the request of the insurer without delay, in short, to provide and preserve the necessary information and documents that can be provided for the insured in order to determine the day, time and place of the accident and to exercise the right of recourse,
- d) To provide assistance to the insurer in the investigation and collection of evidence to determine the cause of the accident and the circumstances under which it occurred and to determine the liability,
- e) In the event that the policyholder is faced with a claim for compensation through a lawsuit or otherwise due to the accident, or is otherwise made against him, If criminal proceedings are initiated, immediately inform the insurer of the situation and immediately deliver to the insurer all notifications such as notices and invitations it has received regarding the claim for compensation and criminal proceedings.
- f) In case a lawsuit is filed, to provide the necessary power of attorney to the lawyer to be nominated by the insurer for the follow-up and management of the lawsuit,

g) To allow the authorized representatives of the insurer to conduct research and examination on documents related to the Losses resulting from the accident in order to determine the compensation obligation and amount and recourse rights,

h) To inform the insurer of any other insurance contracts related to the subject of insurance,

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

Determination of the Amount of Compensation:

Article 9

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

Without the explicit consent of the insurer, the policyholder cannot accept the compensation claim partially or completely, nor can he/she pay any compensation to the injured parties.

In case of a lawsuit, the follow-up and management of the lawsuit belongs to the insurer.

The litigation expenses belong to the insurer as stated in Article 1 above. However, all other expenses and possible fines arising from criminal proceedings are excluded from the insurance coverage.

Consequences of Damage and Compensation

Article 10

The insurer legally replaces the policyholder in the amount of compensation it has paid.

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

The termination notice made by the insurer via registered mail or notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured, and the premium for the period until the date on which the termination becomes effective shall be calculated on a daily basis and any excess shall be refunded.

If the policyholder exercises the right of termination, this termination shall become effective at 12:00 noon on the day following the date on which the notice is mailed or notarized, and the premium for the unused insurance period shall not be refunded.

MISCELLANEOUS PROVISIONS

Taxes, Duties and Charges

Article 11

Taxes, duties and charges imposed or to be imposed on the policyholder in accordance with the Laws regarding the insurance contract, amount or premium shall be collected from the policyholder.

Notifications and Notices

Article 12

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

The insurance company's notices and notifications shall also be made to the policyholder's address shown on the policy, or if this address has changed, to the last address notified to the insurance company's headquarters or the agency mediating the insurance contract, in the same manner.

Notifications and communications made by hand or telegraph against signature to the parties are also considered registered mail.

Confidentiality of Trade and Professional Secrets

Article 13

The insurer is liable for Losses arising from failure to keep confidential trade and professional secrets that it learns of the policyholder.

Court of Authority

Article 14

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

Statute of Limitations

Article 15

All claims arising from the insurance contract become time-barred in ten years.

Special Conditions

Article 16

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