

Motor Vehicles

Third Party Compulsory Traffic Insurances

General Conditions

Article 1- AIM

The aim of General Conditions is to regulate the procedures and principles in the amended Chapter 333 amended law on Motor Vehicles (Third Party Insurance) or in any superseding law, regarding the rights and liabilities of persons related to Motor Vehicles Third Party Traffic Insurance regulating the legal responsibility which is imposed on the vehicle operator where the motor vehicle is used on the road.

Article 2- SCOPE OF INSURANCE

It shall cover any liabilities regarding death or bodily injury of a person, the payment of emergency medical treatment costs and the damage of property resulting from the active use of motor vehicle, defined in the policy issued by an insurance company and/or agency for the period specified in the policy under the rules of Chapter 333 amended law on Motor Vehicles (Third Party Insurance).

Article 3 – THIRD PARTY LIABILITY

3. (1) Compulsory Third Party Motor Vehicle Insurance

Within the limits of liability set forth in the rules of Chapter 333 amended law on Motor Vehicles (Third Party Insurance), the insurance company indemnifies the following as a result of an accident caused by the use of the insured motor vehicle on the road:

- 3.(1) (a) Any liability incurred in connection with the death or bodily injury of a person,
- 3.(1) (b) Any liability regarding the payment of emergency medical treatment costs of a person,
- 3.(1)(c) Any liability regarding the damage caused on a property.

3.(2) Compensation to Legal Representatives

In the event of death of the entitled indemnitee, personal legal representatives of this person shall be compensated by the insurance company in accordance with the conditions and limitations applied before the demise of the policyholder.

3.(3) Application of Liability Limits

In the case that multiple persons are required to be indemnified following the accident, the liability of the insurance company cannot exceed the total liability limits set forth in Chapter 333 Motor Vehicles (Third Party Insurance) Law.

3.(4) Representation and Defence

The Insurance Company holds the option to,

3.(4)(a) have a representative in any official investigation or determinative research in regards to a death that may be the subject of compensation.

3.(4)(b) prepare a legal defence in a court of law, in case of a claim regarding any act or crime that may be the subject of compensation.

3.(5) Expenses

The Insurance Company shall be liable to pay all the expenses incurred by its written approval.

3.(6) After Accident Protection and Towing Costs

If the motor vehicle insured under this policy becomes inoperable due to the damage, the Company shall be liable to cover reasonable costs for the protection of the motor vehicle and towing to the nearest mechanic depending on the liability conditions.

Article 4- CONDITIONS REMAINING OUT OF THE LIABILITY (INDEMNITY)

The following conditions shall not be covered by the policy:

4.(1) Liability regarding the death or bodily injury of a person caused by work or incurred in a work environment where the employer(s) either individually or as a group, are insured by the policy,

4.(2) Liability regarding the death or bodily injury of a person who were being transported in a motor vehicle or getting in or out of a motor vehicle when the incident which is subject to the compensation claim occurred. This excludes the vehicles which carry passengers for a fee or on the basis of a work contract.

4.(3) Liability regarding any goods during the operation of either loading or unloading or being carried by a motor vehicle,

4.(4) The liability regarding any goods which belongs to the insured, a family member of the insured or being stored by a family member for safe keeping or being under their supervision and oversight,

4.(5) Liability regarding the damages to any bridge, weighing scale, road bearing arches, road or to anything below its surface due to the vibration caused by, or the weight of motor vehicle or the weight of the load it carries,

4.(6) Liabilities regarding any property damage to the excess of the figure set forth in Chapter 333 Motor Vehicles (Third Party Insurance)law for the accidents caused by a single incident or a pileup,

4.(7) Liabilities regarding the death or bodily injury of the persons which the sum exceeds the figure specified per incident in the Chapter 333 Motor Vehicles (Third Party Insurance) Law for each accident regarding passenger carrying minibuses and buses, that is caused by a single event or a pileup,

4.(8) Liabilities regarding the death or bodily injury of the persons which the sum exceeds the figure specified per incident in the Chapter 333 Motor Vehicles (Third Party Insurance) Law for each accident regarding the vehicles other than passenger carrying minibuses and buses, that is caused by a single event or a pileup,

4.(9) Liability regarding any kind of damage directly caused by or indirectly incurred as a result of nuclear waste emission from the radiation ionization, or radioactive contamination emitted by any nuclear fuel or the combustion of it. (For the exclusion purposes, combustion refers to all kinds of nuclear fusion),

4.(10) Any accident, damage, loss or liability (other than the necessary to meet legal requirements) directly caused or indirectly incurred or arisen from or consequential to any of the following:

4.(10)(a) War, invasion, acts of foreign enemies or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military and usurped power,

4.(10)(b) Strike, lockout, protest, civil disturbance,

4.(10)(c) Halting, confiscation, impoundment or attempt at any of these acts, menace,

4.(10)(d) Floods, typhoons, hurricanes, hoses, storms, volcanic eruptions, earthquakes or other natural disasters or events arising directly or indirectly from these incidents. If any claim is made regarding these cases, the claimant shall be liable to prove the accident, damage, loss or liability is independent of the aforementioned events or their consequences thereof, that there is no relation between them nor they are caused or contributed by such events or a clarification cannot be provided in relation to of these events;

Article 5 - DAMAGE AND COMPENSATION

5.(1) Liabilities of Policyholder in Case of Realization of the Risks

The policyholder is liable to fulfil the following in case of the realization of the risks:

5.(1)(a) To notify the insurer about the realization of the risk within seven working days from the moment of notice,

5.(1)(b) To provide necessary rescue and protection measures as if the person is not insured, and to be compliant to the instructions supplied by the insurer for this purpose,

5.(1)(c) At the request of the insurer, to provide the insurer necessary information in good time and the documents on the cause of the event and the damage and the specific conditions which led to the event, to receive data of use in determination of consequence, compensation liability, the specific amount of compensation and claim of recourse.

5.(1)(d) To allow investigations and examinations to be conducted by the insurer or authorized representatives regarding the matters covered by the insurance and related documents for the determination of the indemnification liability and amount and the claim of recourse,

5.(1)(e) To notify or communicate with the company at the earliest time in case of a delivery of any letters, claims, summons, calls or information regarding any on-going litigation investigations related to any such event,

5.(1)(f) To notify the insurer in case of the existence of other insurance contracts related to the insurance subject,

5.(2) The Rights and Liabilities of the Insurance Company in case of the Realization of the Risks

5.(2)(a) The insurer shall have the right to enter into contracts directly with the third parties who claim for a damage and loss. However, unless there is a written consent by the insurer, the policyholder shall not be authorized to accept the claims either partially or totally or to provide any compensation for the injured on behalf of the insurance company.

5.(2)(b) Insurance Company shall be liable to pay;

5.(2)(b)(i) From the date the right holder delivers the assessment statement or insurance expert report and any other necessary documents to the headquarters of the insurance company or to the agency where the insurance is issued for the requested compensation and expenses,

5.(2)(b)(ii) The expenses regarding first aid, medical examination, observation or outpatient care in a hospital, private clinic or treatment provided by any other institution or any other expense as part of the treatment provided, from the date on which the right holder delivers the necessary documentation to the headquarters of the insurance company or to the agency where the insurance is issued.

5.(3) In the case of a damage, the damaged part may be replaced with a new one if it is impossible to repair or replace it with an equivalent part. In this case, even though there might be an increase in the value of the motor vehicle, this difference in value cannot be deducted from the compensation amount.

5.(4) In the event of a filed claim, the follow-up and the supervision of the case shall belong to the insurance company within the confines of the limitations put forth in the insurance policy, during this process, the policyholder is required to grant the power of attorney to the lawyer appointed by the insurer. The insurer shall be liable to pay the costs of the proceedings and the assigned attorney fees. If the compensation amount for the damages exceed the liability limits set forth in the policy, the insurance company shall only be liable for the limits set forth in the policy.

5.(5) In case the criminal proceedings commence against the insured and for those held responsible for their actions, the insurance company shall also participate in defence with the permission of the defendant. In this case, the insurance company shall only be responsible for the fees of their own lawyer appointed for the process.

5.(6) All expenses arising from the criminal prosecution and possible fines and penalties shall be out of the insurance coverage.

5.(7) Subrogation of the Insurer

The insurer shall become subrogated to the right of policy holder in amount of the compensation it has paid.

5.(8) Right of Recourse for Certain Conditions

5.(8)(a) If the insurance company becomes obliged to pay some amount to the third party, even though it's not liable to pay according to the conditions of this policy or the relevant laws, the driver of the motor vehicle shall pay this amount to the company.

5.(8)(b) Claims related to the loss or damage caused by a motor vehicle operated by a person who has lost the safe driving skills under the influence of alcohol or has taken drugs or pleasure-inducing substances shall recourse to the driver of the motor vehicle after being paid to the third party by the insurer.

Article 6- ARBITRATION COMISSION

In the event of any dispute between any natural or legal persons who are policyholders or beneficiaries of the insurance contract and the party which undertakes the risk regarding the matters of a policy and/or a contract, they shall be entitled to apply to the Insurance Arbitration Commission pursuant to Article 67 of the amended Insurance Services (Regulation and Supervision) Law 60/2010.

Article 7- MISCELLANEOUS PROVISIONS

7.(1) Payment of the Insurance Fee and Commencement of Insurer's Liability

The liability of the insurer shall commence after the total insurance premium is paid in advance.

7.(2) Policyholder's Duty to Disclose Information while Entering into a Contract

7.(2)(a) The insurance company draws up this contract based on policyholder's declaration in the proposal, if not available, in the policy and its annexes.

7.(2)(b) The compliance or fulfilment of the conditions of this policy with regards to realizability of any claim by the policyholder or any person demanding compensation and the accuracy of the declaration and answers in the proposal shall be representative of the conditions under which the company pays for any liability under this policy.

7.(3)When the policyholder's declaration is inaccurate or incomplete, cases requiring the insurance company to make the contract with more strict conditions:

7. (3)(a) The insurance company shall provide a warning to the policyholder for the payment of the premium difference within seven working days from the date of acquiring knowledge of the situation. If the policyholder does not pay or notifies the insurance company of the inability to pay the requested premium difference within the seven working days following the date of notification, the contract shall be terminated in accordance with the conditions set forth in Chapter 333 amended law on Motor Vehicles (Third Party Insurance).

7. (3)(b) In the event of the termination of the contract, the premium, which extends until

the date of termination, is calculated in days and the excess amount is given back to the insured. If the premium difference is not claimed in good time, the right to terminate shall be forfeited.

7. (3)(c) If the declaration contrary to the facts is uncovered after the occurrence of the event causing the damage, the insurance company shall be entitled to collect the total amount of the indemnity which has been paid or will be paid due to the damage if there is proof of intent. If there is no proof of intent regarding the damage, the amount to ratio between the premium received and the premium which should have been received may be recovered from the policyholder.

7.(4) Insured's Duty to Notify during the Insurance Period and its Consequences

7.(4)(a) In case that a change occurs towards aggravation of the risks stated in the proposal, if not available, in the policy and its annexes after the contract is concluded, policyholder shall be liable to notify the insurance company within seven business days of the date of the occurrence.

7(4)(b) If this change requires the insurer not to make a contract or to make it under more strict conditions;

7(4)(b)(i) The insurer shall keep the contract in force by means of requesting the premium difference. If the policyholder does not pay or notifies the insurance company of the inability to pay the requested premium difference within the seven working days following the date of notification, the contract shall be terminated in accordance with the conditions set forth in Chapter 333 amended law on Motor Vehicles (Third Party Insurance).

7(4)(b)(ii) The premium, which extends until the date of termination, is calculated in days and the excess amount is given back to the insured.

7.(5) Multiple Insurance

If there is another insurance covering the same obligation at the time of the claim under this policy, the claims and related costs and expenses are paid equally by the insurance companies.

7.(6) Change of ownership of insured vehicle

7.(6)(a) The insurance contract is attached to the policyholder who is party to the contract. The policyholder informs the insurer that the new vehicle information that he / she owns is in the name of the property of the motor vehicle. In case of any change in the policy class or if the risks specified in the policy and its annexes change in an increasing manner, the insured is obliged to pay the advance premium in advance. If the rate of change is reduced, the premium is refunded.

7.(6)(b) Within the contract period; if the property of the insured vehicle changes (except for death), the insurance contract is terminated.

7.(6)(c) The premium, which extends until the date of termination, is calculated in days and the excess amount is given back to the insured.

Article 8- ORDANANCE AND NOTICES

8.(1) The notification of the policyholder is made in writing or by registered mail bearing the signature of the head of the insurance company.

8.(2) Notifications of the insurer are made to the same address as the policy holder's address on the policy or, if the address has changed, the last reported address.

8.(3) Declarations made by the letter given to the parties in exchange for the signature are also in the registered letter.

Article 9- COMMERCIAL AND OCCUPATIONAL CONFIDENTIALITY

Those acting on behalf of the insurer and the insurer are liable for damages arising from the non-obligation of the trade secrets held by the policyholder as a result of this contract. According to the law 60/2010, the insurer may not make a complaint about the insurance company in regards to information shared by the Insurance Information Center.

Article 10- COMPETENT COURT

The competent court is the Court of the Turkish Republic of Northern Cyprus.

Article 11- TIME LAPSE

All claims arising out of the insurance contract expire on the basis of the relevant laws in force at the time the policy was issued.

Article 12 – SPECIAL REQUIREMENTS

Special conditions may be set in the contract, provided that it does not contravene these general conditions and if applicable clauses.

Article 13 – GEOGRAPHICAL BORDER

This insurance is valid in the territory of the Turkish Republic of Northern Cyprus.

Article 14- START AND FINISH OF INSURANCE

The insurance will be valid on the date and time of the policy and will expire at 12.00 am on the expiration date. Pre-arranged insurance policies take effect at 12:00 pm on the start date.