

General Conditions of Comprehensive Insurance

A - Scope of Insurance

A.1. Subject of Insurance

With this insurance, the insurer guarantees the material damages directly incurred as a result of the following risks arising from the following risks: motor and non-motor vehicles, trailers and caravans, motor vehicles, rubber-wheeled tractors, other agricultural machinery, which are specified in the policy and are allowed to use on the road.

- a) The vehicle collides with all motorized, non-motorized vehicles,
- b) Accidents such as collision, rolling, falling, etc. by a sudden and external impact of a fixing or a moving object collision towards to vehicle or collision towards to kind of object by vehicle which driven by insurer or driver while either in motion or stopping,
- (c) Any act of misbehavior or mischief by third parties and damages caused by persons who do not have the capacity to act;
- d) Vehicle combustion,
- e) Stealing or attempting to steal the vehicle or vehicle parts

A.2. Geographical Limit of Insurance

This insurance is valid within the borders of the TRNC (Turkish Republic of Northern Cyprus).

A.3. Scope of Insurance

The vehicle specified in the policy, all kind standard equipment such as sound, communication and video devices mounted on the vehicle at the factory and if they are specified in the policy the additional accessories that added later are included in the scope of insurance.

A.4. Losses That May Be Included in the Coverage within the Additional Contract

The following conditions can only be secured by an additional contract:

- 4.1. Damages that occur outside the borders of the Turkish Republic of Northern Cyprus,
- 4.2. The losses to occur by strikes, lockouts, riots and public movements and / or damages resulting from interventions by authorized bodies to prevent them and reduce impacts,
- 4.3. With the exception of damages referred to in article A.5, clause A.5, the losses to occur by Terror acts and / or sabotage arising from such acts or damages resulting from interventions by competent bodies to prevent and reduce their impact.
- 4.4. Damage caused by earthquake, landslide, storm, hail, lightning and volcano eruption,
- 4.5. Damages caused by flood, typhoon, hurricane, hose, storm and tsunami,
- 4.6. Non-fire damage caused by contact of cigarette-like substances in the vehicle,
- 4.7. Damages to the vehicle towed to unauthorized persons and to the vehicles towed or towed without compliance with the rules,
- 4.8. In the event of full or partial loss of the vehicle covered by the insurance coverage, the compensation is paid in full and, damages arising from the loss of use and income, limited to the limit specified in this policy within the period from the time of the partial damage to the repair of the damage,
- 4.9. Damage to be incurred due to the transport of explosive, combustible and caustic substances allowed to be carried legally according to the rules,
- 4.10. Damages incurred by the vehicle as a result of participation in the claims and races,
- 4.11. Theft and damages resulting from theft and theft of the vehicle by taking over the vehicle key,
- 4.12. Damages incurred by changing the vehicle's locking mechanism due to lost and stolen keys,
- 4.13. Damage caused by rodents and other animals,
- 4.14. Any failure, breakage and damage to the tires caused by mechanical, electrical and electronic equipment of the vehicle, except for aging and pitting, unless they arise from an incident covered by the insurance and resulting from such an event.

For the risks not mentioned above in the insurance policy and not included in the damages other than the collateral in these General Conditions, collateral can be provided with additional contract.

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A.5. Losses Out of Collateral

- 5.1.** War, all kinds of war events, invasion, foreign enemy movements, collision (whether declared war or not), civil war, revolution, rebellion, insurrection and the damage caused by them and the military actions required,
- 5.2.** Ionizing radiation or radio-activity contamination from nuclear fuel or nuclear waste as a result of any nuclear fuel or nuclear fuel firing, all damages caused by the military and abstinence measures required by them (the statement of combustion in this paragraph shall include any self-sustaining nuclear decomposition event),
- 5.3.** Losses incurred due to the savings to be made in the vehicle except for the withdrawal by the public authority,
- 5.4.** Damages arising from the use of the vehicle shown in the policy by persons not having the necessary driving license in accordance with the provisions of the relevant legislation,
- 5.5.** Damages that occur when the vehicle is used by persons who have alcoholic beverages above the level specified in the drug or related legislation, or by alcoholic beverages by persons who are stated to be unable to drink alcohol in the same legislation,
- 5.6.** Damages caused by the hijacking or theft of the insured vehicle by the persons responsible for the vehicle, the persons responsible for the insured or the persons with whom he / she is responsible for the vehicle or the persons responsible for the actions of the insured,
- 5.7.** Except damages covered by the guarantee due to the transported or towed of the vehicle due to damage or failure, damage to be carried out during transportation of land, sea, river and air in addition to the ships and trains carrying out a licensed voyage,
- 5.8.** Damage caused by exceeding the carriage limit and exceeding the load limit of the vehicle, especially during the carriage of more than the transport limit specified in the vehicle's license,
- 5.9.** All damages due to biological and / or chemical contamination, contamination or poisoning that occur as a result of acts of terrorism and sabotage resulting from these acts or as a result of interventions by authorized bodies to prevent and mitigate these actions.
- 5.10.** With the exception of compulsory cases (such as going to a health care facility for treatment or assistance, distancing due to safety, etc.), because of violations in clauses 5.4 and 5.5 of this Article, rush off from the accident site to prevent identification of the driver.
- 5.11.** Consequential loss.
- 5.12.** Damages caused by sunburn, aging, decay, rusting and neglect.

A.6. Exemptions

It may be decided that the insurance contract / policy will not be compensated by the Insurer for an amount determined up to a certain amount or damage to the insurance value. The exemptions determined in this way are written to the insurance contract / policy at least 14 (fourteen) point size.

A.7. Specific Definitions for Insurance Coverage

The insurance policy can be arranged to cover the losses that may occur in certain circumstances, such as when the vehicle in question is used on certain days, at certain distances or by certain persons, and so on. In accordance with this article, the determinations regarding the insurance coverage shall be written to the insurance contract / policy.

A.8. Beginning and End of Insurance

The insurance shall be effective on the date and time specified before the start date and ends at 12:00 pm on the date of expiry of the Turkish Republic of Northern Cyprus. Pre-arranged insurance policies will be valid at 12.00 on the start date.

B. Damage and Compensation

B.1. Obligations of Insured and / or Insured Persons in Risk of Realization

Insured and / or insurers are obliged to fulfill the following matters if the risk is realized.

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- 1.1. In the event of the occurrence of the risk immediately to the Police Department of the TRNC, in case of overseas, to notify the competent authority of the incident,
- 1.2. To notify the insurer no later than 5 (five) working days after the date of discovery of the risk,
- 1.3. To take necessary rescue and protection measures as if they are not insured and to comply with the instructions given by the insurer for this purpose,
- 1.4. In case of theft of the vehicle, immediately inform the competent authorities as soon as the situation is found out,
- 1.5. Not to make any change in the place or things where the risk occurred,
- 1.6. To provide the insurer with the information and documents necessary for the insured and insured person, who are useful for determining the reasons for the realization of the risk, identifying the amount of the loss, determining the evidence, and using the recourse right,
- 1.7. Allowing the insurer or its authorized representatives to carry out investigations and investigations on the insurance coverage and related documents in order to determine the obligation and the amount of compensation and the right of recourse,
- 1.8. In the case of witnesses or witnesses that are the result of the unfair or defective act of third parties, inform the nearest competent authority of their identity and address.

B.2. Protection Measures and Recovery

In the framework of this contract, insured and / or insurers are obliged to take measures in order to prevent, reduce or increase the loss in cases where the risks are realized or if the probability of realization is high, or to protect the recourse rights of the insurer against third parties. The reasonable costs incurred by the measures taken shall be paid by the insurer, even if these measures were useless.. Any damage or additional damage incurred if the vehicle is driven in such a way that the damage is aggravated is outside the scope of the assurance given by this policy.

B.3. Obligations of the Insurer in the Event of Realization of the Risk

3.1. Notification

Insurer damage on notice to the owner of the rights, except as provided in the policy document to request documents, the insurance company the required documents in a policy delivered as of the date at the latest 5 (five) working days in writing or by other means of communication (email, fax, text messages, etc.) .

3.2. Loss Assessment

With this agreement, the loss suffered by the insured is determined by the agreement to be made between the insurer and the insurer or by means of the insurance expert to be assigned. The parties are entitled to carry out alternative damage assessment.

3.3. Insurance Fee, Calculation and Payment of Compensation

3.3.1. Amount of Insurance

The insurance company has secured the fair value of the vehicle as of the date of the damage. In the calculation of insurance compensation, the fair values of the insured interests at the realization of the risk are taken into consideration.

3.3.1.1. Missing Insurance

If the insurance cost specified in this insurance contract / policy is lower than the fair value of the insured interest, the insurer is responsible for the damage (prorata) if the insurance company incurs a loss to the insurance value.

3.3.1.2. Excessive Insurance

If the insurance cost specified in this insurance contract / policy exceeds the fair value of the insured interest, the portion of the insurance exceeding this value is invalid. The insurer shall deduct the surplus of the premium and return the surplus to the policyholder.

3.3.2. Calculation and Payment of Compensation

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3.3.2.1. The amount of damage determined by the provision of Article 3.2 of these General Conditions may be paid by the insurance company to the insured and / or the insurer as compensation, and the repair way may also be selected. At the compensation for the damage, the insurer is obliged to bring the damaged parts to the previous condition without any damage. If the parts are replaced by partial damage, the old parts will be the property of the insurance company if requested.

3.3.2.2. If the repair costs exceed the value of the damaged vehicle at the time the risk occurred and at the same time it is determined that the vehicle has become unacceptable by the surveyor's report, the vehicle is deemed to have been fully damaged.

If the vehicle is fully damaged, the vehicle is paid the fair value at the time of the damage (in any case it cannot be more than the value specified in the policy). In the event that the beneficiaries of the insurance contract agree to leave the vehicle to the owner of the vehicle in a damaged condition, the amount between the current value of the vehicle and its damage is paid to the insured as compensation. In this case, in accordance with the procedure takes action described in the paragraphs above. The insurer, who wants to pay the compensation by leaving the vehicle to the insured with the approval of the insured, shall determine the cost of salvage and inform the insured.

In the event that the insured fails to transfer and / or restrained the transfer the ownership of the motor vehicle to the insurer and / or the customs duties are not paid, the insurer pays the charge of the damaged vehicle to the insured, provided that the cost of the damaged vehicle (salvage) falls below the market value (not more than the value specified in the policy in any case). The tax and / or charges that may be incurred by the vehicle within the period between the damage date and the payment date shall be paid by the insured or deducted from the damage compensation to be paid.

3.3.2.3. In case of partial damage, the repair cost is paid to the under of these General Terms.

3.3.2.4. If the vehicle is stolen, the fair value of the vehicle will be paid on the day of theft.

3.3.3. Decrease and Abatement of Compensation;

3.3.3.1. If the insured / insured person does not fulfill his / her obligations under this insurance contract / policy in case of an unidentified reason, he / she loses his / her right to claim compensation in the insurance contract / policy board.

3.3.3.2 If there is an increase in the amount of loss due to negligence or defect after the realization of the risk of the insured person / insurer, the compensation to be paid by the insurer shall be discounted by the weight of the defect of the insured person / insurer and as much as the growing part of the damage.

3.3.3.3. If the insured / insured person intentionally causes the realization of the risk or deliberately acts to increase the amount of the loss, the insured loses all rights arising from this policy.

3.3.4. Payment of Compensation;

3.3.4.1. Upon receipt of the documents requested by the insurer upon notification of damage, it is obliged to complete the necessary inspections under general and special conditions no later than 30 (thirty) days and pay the compensation if there is no restraint to pay.

3.3.4.2. If the investigations carried out by the relevant authorities do not give results within 30 (thirty) days for the presence of the stolen vehicle, the insured shall inform the insurer of the condition that it has applied to the relevant authorities. Following the submission of the annotation to the vehicle records showing the stealing status and the documents indicating that there are no restrictions on the transfer of the vehicle according to the relevant legislation, the insurer shall pay the compensation within 15 (fifteen) days according to the terms of this insurance contract / policy. If an investigation has been opened on the persons concerned pursuant to Article B.3.3.3.3., the insurer may wait for the compensation payment until the completion of this investigation.

If the presence of the stolen vehicle has occurred before the payment of the insurance indemnity,

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the insured agrees not to claim any loss in the circumstances under this insurance contract / policy.

If the vehicle paid by the insurer is found after the payment, the insured / insured person is obliged to inform the insurer immediately of the situation. In this case, the insured shall return the compensation according to the insurer's choice or transfer the ownership of the vehicle to the insurer or any third party to be shown by the insurer. The insured shall return the amount to which the insured has been compensated if the vehicle is not prevented from transferring and / or handed over to the insurer and / or if the customs duties are not paid.

If a damage has occurred in the vehicle due to theft, the insurer pays the damage.

B.4. Damage and Compensation Results

- 4.1.** The insurance cover is terminated if complete damage occurs due to the realization of the risk. Upon termination of the coverage, the insurer shall be entitled to the entire premium.
- 4.2.** In case of partial damage, the insurer may terminate the insurance contract / policy unilaterally. The insurer may use the right of cancellation prior to the payment of compensation under this insurance contract / policy. However, the insurance company's obligation to pay the damages before the cancellation date continues.
- 4.3.** In case of loss and / or damage caused by the defect and / or negligence of the insured third parties or in case of damage to the subject of the insurance contract, the insurer shall eliminate the damage of the insured under the General Conditions of Insurance Policy. In such a case, the insurer shall be the successor to the insured until the amount of compensation paid.

The insurer shall direct the recourse claim to the insured in accordance with the rules of insurance, primarily to the insurance company offering guarantees to third parties (if any) and/or the defective third party, within the limits of the insurance.

The insurer is free to file a lawsuit against the defective third party if the insured is not compensated by the defective third party and / or insurance company (if any) for the insured under this article.

Insured, the claims of the insurer and the third party in the lawsuit against the third party in the current legislation, authorizing the insurer's attorney to cover all the costs incurred by the insurer, signing documents related to the case requested by the insurer or his lawyer, or giving documents and information useful and obtainable to follow-up, and / or martyrdom in court. The insured is free to charge any lawyer of his choice, in order to cover all costs incurred by the insurer's lawyer.

If the insured person acts in a defective manner under the rules and prevents the insurer from recourse to damage by third parties, declares and undertakes to indemnify the insurer by returning all the loss together with the compensation amount paid to the insured for the related risk.

C. Miscellaneous Provisions

C.1. Payment of Insurance Premium, Commencement of Insurance Liability and Default of Insured Person

If it is decided to pay the entire premium or of premium in installments, the down payment (first installment) shall be paid as soon as the contract is made and at the latest at the time of delivery of the policy. If the premium or down payment is not paid, the insurer's liability does not start even if the insurance contract / policy has been delivered. If the insured / insured person is to pay the premiums or the premium in installments, if there is no contrary contract, the insured does not pay the down payment (the first installment) or the installments following the settlement at the end of the 15 (fifteen) days of grace period, the policy shall be deemed to be spontaneous termination without the need for any warning or notice.

In cases where the payment of the insurance premium in installments is decided and there is no contrary contract, when the risk is realized, the portion of the premiums related to the indemnity

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payable will be paid until the amount paid.

In case the insurance contract / policy is terminated in accordance with this article, the surplus shall be returned to the insured by calculating the premium on the basis of the premium day corresponding to the period of the liability of the insurer.

C.2. The Obligation of the Insured or Insurant for the Declaration During the Contract

The insured person shall be obliged to inform the insurer of all important matters that he / she needs to know or know during the contract. Any deficiency or misrepresentation that is not communicated to the insurer is deemed important if the contract is required to be made under different conditions. Matters written or verbally asked by the insurer shall be deemed as important until proven otherwise.

If the insurer has provided a list of questions to answer the insured, the insured shall not be held liable for any matters other than those questions in the list; unless the insured keeps an important point in bad faith.

If an important matter for the insurer is not reported or reported incorrectly, the insurer may withdraw from the contract within 15 (fifteen) days from the date of learning of this or ask for a premium difference. In case the required premium difference is not accepted by the insured and / or the insured person within 10 (ten) days, it shall be deemed to have been discharged from the contract. The fact that the important issue has not been learned as a result of the defect of the insured or is not considered important by the insured does not change the situation. However, if the actual situation of a matter or phenomenon that is not reported or reported wrongly is known by the insurer, the insurer cannot rescind the contract by claiming that its obligation to declare a violation. The burden of proof belongs to the insured.

If, after the realization of the risk, the breach of the declaration obligation is violated by the insured, if this breach is capable of affecting the amount of compensation or the amount of the cost or the realization of the risk, a reduction is made to the compensation according to the degree of negligence. In case of negligence of the insured and caste level, if there is a connection between the violation of the obligation of declaration and the risk that occurred, the insurer's liability to pay compensation is eliminated, if there is no connection, the insurer pays the insurance compensation or the price considering the ratio between the premium paid and the premium to be paid.

The insurer cannot rescind the contract if it has explicitly or tacitly discontinued use of the right of withdrawal, or has caused the violation itself, or some of the questions have been left unanswered. In case of withdrawal, if the insured is limited, the insurer shall be entitled to the premiums for the period in which it carries the risk.

C. 3. Obligation and Results of Insured and / or Insurers within the Insurance Period

The insured shall not effect impressive actions and transactions by increasing the amount of compensation by aggravating the risk or current situation without the consent of the insurer after the contract is made.

The policyholder or his / her permission, if someone else carries out transactions that increase the probability of the occurrence of the risk or aggravate the current situation or, when the contract is made, one of the issues which has been clearly considered as a risk aggravation; if such transactions are made without the knowledge, they inform the insurer of the situation within 10 (ten) days at the latest.

If the insurer finds out that there is a possibility of the occurrence of the risk or the aggravation of the current situation or the existence of events that may be considered as a serious risk in the contract; may terminate the contract within one month from this date or ask for a premium difference. If the difference is not accepted within 10 (ten) days, the contract shall be deemed terminated. However, this paragraph shall not apply if an increase in the risk has been caused by an issue related to the interests of the insurer or the occurrence of an event or a humanitarian duty in which the insurer is responsible.

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If, after the realization of the risk, the policyholder's negligence is determined and if it is determined that there is a violation of the obligation of declaration related to the changes, it is deducted from the compensation according to the degree of negligence if the infringement is capable of affecting the amount of compensation or the realization of the risk. The insurer may terminate the contract if there is a link between the change in the insured and the risk occurring: In this case, the cost of insurance compensation is not paid. If there is no connection, the insurer pays the insurance compensation taking into account the ratio between the premium paid and the premium to be paid.

When the insurer learns that the insured has intentionally violated the obligation of disclosure prior to the realization of the risk, the insurer shall be entitled to a premium for the insurance period in which the change occurs, even if the contract is terminated.

In the event of the occurrence of the risk in connection with the change in the period of the notice given to the insurer or the change made within the period given for the termination, the insurance compensation or the cost is calculated by taking into consideration the ratio between the premium paid and the premium to be paid.

C.4. Multiple Insurance

If there is a second insurance contract / policy against the same risks and the same period on the insured interests; the insurer shall not be liable to pay or contribute more than its share of such claim and the associated costs and expenses.

C. 5. Change of Beneficiary

In the event that the beneficiary changes in accordance with the relevant legislation within the term of the contract, the insurance contract / policy shall be terminated spontaneously at the time of the change of the beneficiary and the premium of the period until the date of termination shall be calculated according to the day and the surplus shall be returned to the insured / insured person.

In the event of death of the insured / insured person, the provision of the insurance contract / policy shall continue and all rights and / or liabilities arising from this insurance contract / policy shall be transferred to his / her heirs.

In this case, the new beneficiary who has learned the existence of the insurance is obliged to inform the insurer within 15 (fifteen) days. The insurer may terminate the contract within 8 (eight) days from the date of the change, when the new beneficiary learns the existence of the insurance. The premium of the period until the date when the denunciation becomes valid is calculated on the basis of the day and the surplus is given back. The right of termination not used during the period falls.

C.6. Notifications and Notices

The notifications of the insured / insured person shall be made to the insurer's headquarter or the agency of the insurance agent or the agency providing the insurance contract / policy with the registered letter and / or signature. The notifications of the insurer are also made in the same way to the address of the insured / insurer as shown in the insurance contract / policy or if the address has been changed.

The addresses written on this insurance contract / policy declared by the insured / insured person are considered correct and complete. In the event that the insured / insurer does not provide the correct and exact address, or if the defective or incomplete address on the insurance contract / policy is corrected and / or does not notify the insurer in writing of the change of the address specified in the insurance contract / policy; the notices sent to the address written on this insurance contract / policy shall be considered as a valid notification to the insured / insurer and the results shall be binding by the insured.

Notification and notices can also be made with electronic communication methods.

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C. 7- Confidentiality of Secrets

Those acting on behalf of the insurer and the insurer shall be liable for damages arising out of the confidentiality of the secrets to be learned by the insured person and the insured as a result of this contract.

With the insured been a party of this policy, it shall be deemed to have agreed that the information that does not define the insured for the vehicle subject to the insurance shall be shared within the framework of the Insurance Services (Regulation and Control) Act 60/2010 and the by-laws issued under this law.

C.8. Authorized Court and Arbitration

In cases to be filed against the insurer due to disputes arising out of this insurance contract, the competent court is the accident court where the insurance company headquarters or the risk occurs.

The insurer and the insured / insured person or persons and/or institutions benefiting from any insurance contract have the right to apply to the Insurance Arbitration Commission pursuant to Article 67 of the Insurance Services (Regulation and Control) Law No. 60/2010 before applying to the court.

C.9. Assessor Evaluation

The insurer, the insured person, or the insured may appoint an assessor for damages resulting from this contract. Appraisal fee is paid by the surveyor.

C.10. Statute of Limitations

All claims arising from the insurance contract shall expire under the applicable laws in force at the time the policy is issued.

C.11. Special Conditions

The contract / policies made under these general conditions may not be against the insured and special conditions may be put on condition that these conditions are not contrary.

C.12. Essential Component

The elements, guarantees and conditions stated in these General Conditions are the essential elements of this insurance contract / policy and if it is not followed, the defective party is liable to compensate the other party.

C.13. Enforcement

These General Conditions enter in force from 01 June 2018.