

# ANADOLU SİGORTA

GENERAL CONDITIONS - PERSONEL ACCIDENT

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## **Subject and Scope of Insurance**

### **Article 1**

*Within the framework of the following terms and conditions, this policy provides assurance to the Insured against the results of accidents incurring during the term of the insurance.*

### **Article 2**

*For the purposes of this policy, "accident" shall come to mean any sudden and external event beyond the Insured's will causing the Insured to die or be physically injured.*

### **Article 3**

*The following events shall be considered as accidents:*

- a. Breathing gases that spread suddenly and unexpectedly,*
- b. Burns and nerves injured, sprained or broken because of sudden movement,*
- c. Poisoning arising out of snake or insect bites,*
- d. Death or physical injuries arising out of rabies caused by the said bites.*

### **Article 4**

*The following events shall not be considered as accidents:*

- a. All kinds of diseases and sicknesses, their outcome and pathological conditions,*
- b. Unless caused by an accident covered by the insurance, effects of temperature such as freezing, sun stroke and congestion,*
- c. Regardless of the person's mental and psychological status, suicide or attempted suicide,*
- d. Evident drunkenness, use of narcotic agents, drugs and harmful substances except when necessitated by an accident covered by the insurance,*
- e. Death or physical injury caused by medical intervention (operations) and all kinds of radiotherapy processes except when necessitated by an accident covered by the insurance.*

### **Article 5**

*The following events shall be excluded:*

- a. War and war-like campaigns, revolutions, rebellions, revolts or civil commotions arising out of the same,*
- b. Participation in strikes, lock-out labour movements, civic movements and fights,*

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- c. *Committing or attempting to commit crimes and murder,*
  - d. *Except when necessary to rescue any possessions or persons in danger, voluntary involvement of the Insured in dangerous actions,*
  - e. *Any event caused by biological and/or chemical pollution, contagion or poisoning as a result of the terror actions specified in Law on Fighting against Terror with number 3713 and sabotage in connection with them or intervening of competent authorities to prevent or minimize the effects of those actions.*
  - f. *Nuclear hazards,*  
*Unless caused by an accident covered by this insurance, drowning in water shall be excluded,*
  - g. *To participate in terror actions specified in Law on Fighting against Terror with number 3713 and sabotages in connection with them.*

## **Article 6**

*Unless otherwise stipulated in a separate contract, the following events and circumstances shall be excluded from the insurance:*

- a. *Riding motorcycles and motorcycles with outboard motors*
- b. *Open sea fishery, drives, hunting wild animals such as wild boars etc., and hunting in high mountains,*
- c. *Mountaineering by climbing mountains, glaciers and icebergs, all kinds of winter sports (such as skiing, ice skating, hockey and boxley etc.), jereed, show jumping, polo, rugby, fencing, weight lifting, wrestling, boxing, basketball, football and sailing and difficult and dangerous gymnastics movements and professional sporting movement,*
- d. *All kinds of sporting matches and speed and endurance races,*
- e. *Flying in air other than being a passenger on a plane,*
- f. *Earthquake, flood, volcano eruptions and landslide,*
- g. *Except the events mentioned in Article 5th (e) clause and to participate in terror actions and sabotage in connection with them as defined in (g) clause of the same Article, terror actions specified in Law on Fighting against Terror with number 3713 and sabotage in connection with them or intervening of competent authorities to prevent or minimize the effects of those actions.*

## **Civil Limits of the Insurance**

### **Article 7**

*The cover of this insurance shall also be applicable beyond the Turkish borders.*

### **Types of Cover**

### **Article 8**

*Cover issued and non issued to be specified in front of the policy, in addition to the death and permanent disability cover mentioned below, one or both of daily indemnity and indemnity for treatment expenses can be provided*

## **A. Death Cover**

In case the insured dies immediately or within a maximum of one year after the occurrence of an accident covered by this policy, the amount of insurance shall be paid to the beneficiaries specified in the policy, if any, or to the legal right holders.

## **B. Permanent Disability Cover**

In case the insured becomes disabled immediately or within a maximum of two years after the occurrence of an accident covered by this policy, the amount of insurance for permanent disability shall be paid in the following ratios to the Insured after the medical treatment is completed and the permanent disability is finally ascertained:

### **% of the Amount of Insurance Specified in the Table**

Complete loss of both eyes.....	100	
Complete loss of both arms or both hands.....	100	
Complete loss of both legs or both feet.....	100	
Complete loss of one leg or foot along with one arm or hand.....	100	
General paralysis.....	100	
Incurable mental illness.....	100	
	<b>Right %</b>	<b>Left %</b>
Complete loss of one arm or hand.....	60	50
Complete loss of activity in the shoulder.....	25	20
Complete loss of activity in the wrist.....	20	15
Complete loss of activity in the ankle.....	20	15
Complete loss of the thumb and forefinger.....	30	25
Complete loss of one finger other than the forefinger along with the thumb.....	25	20
Complete loss of one finger other than the thumb along with the forefinger.....	20	15
Loss of three fingers other than the thumb and forefinger.....	25	20
Complete loss of only the thumb.....	20	15
Complete loss of only the forefinger.....	15	10
Complete loss of only the middle finger.....	10	8
Complete loss of only the ring finger.....	8	7
Complete loss of only the little finger.....	7	6
Complete loss of one upper leg from the knee.....	50	
Complete loss of one lower leg from the knee.....	40	
Complete loss of one foot.....	40	

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Partial amputation of one leg - all fingers included .....	30
Complete loss of activity in the hip .....	30
Complete loss of activity in one knee .....	20
Complete loss of activity in one ankle .....	15
Complete loss of one great toe.....	8
Defective knitting of a broken leg .....	30
Defective knitting of a broken foot.....	20
Defective knitting of a broken kneecap.....	20
Shortening of one leg by 5 centimetres or more.....	15
Complete loss of one eye or loss of half of the visualability of both eyes .....	25
Complete deafness in both ears .....	40
Complete deafness in one ear .....	10
Defective knitting of a broken lower jaw.....	25
Inactivity of the spinal cord with evident deflexion .....	30
Broken rib(s) in the rib cage causing permanent deformation .....	10

*The percentages for any disabilities not listed above shall be determined by comparison with the listed percentages based on the level of importance even if they are less serious.*

*While ascertaining the percentages for permanent disabilities, the occupation and craft of the Insured shall not be taken into account.*

*The loss of an organ or part of an organ shall come to mean the complete and absolute disability to make use of the said organ or part.*

*The loss of an organ or an organ part that was completely out of use and dysfunctional before an accident shall in no way be compensated.*

*In case the disability percentage of an already partially disabled organ before an accident increases because of the said accident, the indemnity shall be calculated by taking the difference between the former percentage and the latter percentage in account.*

*The total indemnity to be calculated separately for disabilities in various organs or organ parts caused by the same accident shall in no way exceed the amount stipulated in the policy.*

*In case the Insured is left-handed, then the percentages listed in the above table for the right and left hands shall be applicable inversely.*

### **C. Daily Indemnity**

*In case the Insured becomes temporarily unable to work as a result of an accident, then the daily indemnity stipulated in the policy shall become payable.*

*In case the Insured is or later becomes partially able to work, then the daily indemnity shall be decreased by half from then on.*

*The above-mentioned indemnity shall be paid from the date on which the medical treatment has started to the date on which the Insured recovers and becomes able to work. However, the said period shall not exceed 200 days in any case.*

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## **D. Indemnity for Treatment Expenses**

*Provided that it is separately specified in the policy that the treatment expenses are covered by the insurance, then the Insurer shall be liable to cover the physician's fees as well as the medicine, radiography, baths, massages, hospitalisation costs and other treatment expenses (transportation excluded) incurring within a period of one year from the date of the accident, and not exceeding the amount of relevant indemnity stipulated in the policy.*

*Any prosthesis costs and treatment costs incurring because of damages suffered in natural or artificial teeth because of an accident shall be covered up to a maximum of 10% of the amount of insurance.*

*As far as treatment expenses are concerned, any payments made by the Insured's employer or out of the legally compulsory assurances shall be deducted from the indemnity to be paid by the Insurer.*

*In the event that the treatment expenses are assured by several Insurers, then the said expenses shall be divided among the Insurers in direct proportion with their coverage ratios.*

*Because of the treatment costs covered, the Insurer shall substitute the Insured up to the amount paid to third parties.*

## **Coming Together of Different Types of Covers**

### **Article 9**

*An Insured shall in no way become entitled to receive both the death and permanent disability indemnities as a result of an accident. However, in case an Insured who has already received a permanent disability indemnity dies within a maximum of one year after and because of the accident, then the difference between the already paid permanent disability indemnity and death indemnity shall be paid to the right holders.*

## **Circumstances Aggravating the Accident's Consequences**

### **Article 10**

*In case an accident's consequences aggravate because of any diseases and bodily dysfunction incurring either before or after the accident for reasons not related to the accident, or any insufficient, incorrect or poorly performed treatment processes, then the amount of indemnity to be paid shall be based not on the said consequences, but consequences to be got if the said accident was suffered by an otherwise fully healthy person who received a sufficient and scientific treatment.*

## **Declaration Liability of the Insured**

### **Article 11**

*This contract is concluded on the basis of the declaration made by the Insured.*

*The Insured shall be liable to provide correct answers to questions posed in the written proposal and complementary documentation, and to declare any information in his/her possession that could affect the establishment of the hazard constituting the subject of the insurance.*

*In cases when the Insured's declaration is untruthful or incomplete when the contract should be concluded with heavier provisions:*

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- a. *In case of a wilful deceit by the Insured, then the Insurance Policy shall become nil and void.*
  - b. *In case of an unintentional act of the Insured, then the Insurer shall be entitled to terminate the agreement or to keep it in force by charging an extra premium. In the event that the Insurer prefers to terminate the agreement, then the Insured shall be duly notified about the state of affairs within a maximum of one month.*

*Any termination notices sent by the Insurer to the Insured by registered mail or via a public notary shall be deemed to come into force at 12.00 noon on the 15th work day following the service of the said notice, and the premium applicable for any remaining days shall be returned. Any termination rights shall become invalid if not exerted in time. In case the Insurer becomes aware of any untruthful or incomplete declarations after the occurrence of the damage, then no indemnity shall be paid if it is found out that the Insured's act was intentional, or the indemnity shall be reduced by the difference between the accrued premium and the premium to be accrued if it is found out that the Insured's act was unintentional.*

## **Change of Hazard**

### **Article 12**

*The Insured shall be liable to immediately inform the Insurer in writing about any changes pertaining to matters stipulated in the special terms of the written proposal declaration or the policy incurring within the term of the insurance - such as changes in occupation or job, blindness and deafness, epilepsy, complete or partial paralysis, tuberculosis, mental and nervous diseases etc. in particular.*

*In case the changes aggravate the hazard and are reported to the Insurer within a maximum of eight days, then the Insurer shall:*

- a. *Either accept the insurance to go on unaltered by charging an extra premium, or*
- b. *Terminate the agreement within a maximum of eight days from being informed about the state of affairs.*

*In this case, the insurance shall be deemed to have terminated on the date on which the written termination notice is served and the premium for any remaining days shall be returned on a daily basis. In case the right to terminate the agreement is not exerted in time then the insurance shall continue to be in force.*

*Even if the Insured fails to inform the Insurer about the change, the right to terminate the agreement shall become inapplicable in case the Insurer does not terminate the agreement within a maximum of 8 days after being informed about the change or acts in such a way so as to indicate his/her consent to the continuation of the insurance such as collecting the insurance premium.*

*In case the parties fail to reach a mutual agreement about the payment of the extra premium, then the Insured shall be entitled to exert the right of termination. In this case, the agreement shall become nil and void on the date of termination and any premiums for the remaining days shall be returned on the basis of short term insurance.*

*In the event that the changes are of an extenuating nature and require for the premium to be reduced, then the premium difference from the date on which the notice of change is served shall be returned on the basis of short term insurance.*

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*In case the Insurer fails to fulfil its liability to serve a notice in compliance with the provisions stipulated hereunder, and the changes are of an aggravating nature, then the Insurer shall in no way be deemed to be liable upon the realisation of the hazard unless there exists a cause-effect relation between the aggravation of the danger and the realised hazard.*

## **Liabilities of the Insured Upon the Realisation of the Hazard**

### **Article 13**

#### **A. Notice of Realisation of the Hazard**

*In case the hazard is realised, then the Insured and the right holders shall be liable to inform the Insurer in writing about the state of affairs within a maximum of five days.*

*The Insured and the right holders shall also be liable to include the place, date and causes of the accident in the said notice, to cause the physician conducting treatment procedures to draw up a report indicating the current situation and probable consequences, and to send the said report to the Insurer.*

#### **B. Starting the Treatment and Taking the Necessary Measures**

*Following the accident, it would be compulsory to immediately refer to a physician who will start the treatment procedures and to take all kinds of measures to ensure that the related person recovers.*

*The Insurer shall be entitled to cause third parties to examine the said person and check his/her physical condition. The other parties shall be liable to allow the Insurer to conduct the said examination and checking procedures.*

*It would also be obligatory to follow any recommendations and directives given by the Insurer's physician about the treatment and recovery of the said person.*

*In case the liabilities stipulated in the foregone paragraphs (A) and (B),*

- a. Are not fulfilled intentionally, then any rights arising out of this policy shall be lost.*
- b. Are not fulfilled because of a default and thus cause the consequences of the accident to aggravate, then the Insurer shall in no way be deemed liable for the aggravated part.*

#### **C. Submission of Necessary Documentation**

*The Insured or the right holders shall be liable to submit any documents requested by the Insurer needed to ascertain the consequences of the accident and the amount to be paid.*

## **Status of the Contract Following the Realisation of the Hazard**

### **Article 14**

*The Insurer or the Insured shall be entitled to terminate the insurance agreement for any remaining days after an accident necessitating the payment of indemnity. The said right of indemnity could in no way be exerted after the payment of indemnity.*

*Any termination notices sent by the Insurer to the Insured by registered mail or via a public notary shall be deemed to come into force at 12.00 noon on the 15th work day following the service of the said notice, and the premium applicable for any remaining days shall be returned on a daily basis.*

*Any termination notices sent by the Insured shall be deemed to come into force on the date of termination and premiums for the remaining days shall not be returned.*

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## **Method of Ascertaining the Indemnity**

### **Article 15**

1. *The amount of indemnity to be paid in compliance with this policy shall be established by mutual agreement to be reached between the parties beforehand.*
2. *In cases when the parties fail to reach such an agreement, then the amount of indemnity shall be established by arbitrators-experts by considering the causes of death, permanent disability and inability to work as well as the level of disability and material aspects influential upon the establishment of the amount of indemnity such as daily indemnity or treatment expenses.*
  - a. *Each of the parties shall be entitled to appoint a separate arbitrator-expert. For the purpose of adopting resolutions on any matters they fail to agree upon, the said two arbitrators-experts shall appoint a third and impartial arbitrator-expert within a maximum of 7 days from the appointment of the said arbitrators-experts and before the start of the investigation procedures.*
  - b. *In the event that one of the parties fails to appoint an arbitrator-expert within a maximum of 15 days from the service of the related notice by the other party, or the arbitrators-experts of the parties fail to reach a mutual agreement about the election of the third arbitrator-expert within a maximum of 7 days, then the arbitrator-expert of the related party or the third arbitrator-expert shall be appointed by the authorised court in compliance with article 19 upon the request of the party filing the first application.*
  - c. *Even if the Insurer passes away after appointing an arbitrator-expert, the said arbitrator-expert shall remain authorised until the end of his/her term.*
  - d. *If the said arbitrators-experts pass away, withdraw or are refused, then the new arbitrators-experts shall be duly appointed by the party whose arbitrator-expert has passed away, withdrawn or was refused. If the third arbitrator-expert passes away, withdraws or is refused, then the new arbitrator-expert shall be appointed by the by the experts of the parties exerting their rights and authorities within the framework of paragraphs (a) and (b).*
  - e. *Upon reaching mutual agreement, the parties shall be entitled to appoint a single arbitrator-expert to conduct the ascertaining procedures.*
  - f. *The parties shall be liable to cover the expenses of their own arbitrators-experts. The expenses of the third or single arbitrator-expert shall be paid jointly paid by the parties in equal amounts.*
  - g. *The arbitrators-experts shall be completely free to conduct investigation procedures and not be bound by the provisions of Legal Procedure Courts Code or other legislation.*
  - h. *Objections could be filed with the authorised Court of First Instance against the decisions adopted by arbitrators-experts within a maximum of 15 days from the date of notification only within the framework of the reasons of objection to arbitrator decisions stipulated in the Legal Procedure Courts Code, or in case the said decision manifestly violates the rules of science and good will..*

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3. Any decisions adopted by the committee of arbitrators-experts or the single arbitrator-expert shall be final for the parties.
  4. Unless and until the amount of indemnity is established either by the mutual agreement of the parties or by the arbitrators-experts, no claims could be filed against the Insurer for the payment of the indemnity.

## **Payment of the Insurance Premium, Beginning of the Insurer's Liability and Defaults of the Insured**

### **Article 16**

*In case the parties reach a mutual agreement concerning the payment of the entire insurance premium by instalments, then the down payment shall have to be made (the first instalment shall have to be paid) as soon as the agreement is concluded and against the delivery of the policy at the latest. Unless otherwise agreed upon, the Insurer's liability shall not start in case the premium or the amount of down payment is not paid even if the policy is delivered, and the said state of affairs shall be duly noted on the front page of the policy. In case the parties reach a mutual agreement concerning the payment of the insurance premium or premium in instalments, then the Insured shall be in default if he/she fails to make the down payment by the end of the day on which the insurance policy is delivered at the latest. In the event that the Insured fails to pay the said premium debt within a maximum of 30 days from the date of default, then the insurance agreement shall be terminated without further notice. In cases when the parties reach a mutual agreement that the Insurer's liability shall start upon the delivery of the policy regardless of the payment or non-payment of the premium, then the Insurer's liability shall continue during the first fifteen days of the said one-month period.*

*If the parties agree to have the premium paid in instalments, the final due dates and amounts of instalments as well as the consequences of any payment defaults shall be noted on the policy or reported in writing to the Insured along with the policy. The Insured shall be deemed to be in default if he/she fails to pay any of the premium instalments, having their final due dates noted on the policy or reported in writing, by the end of the due date at the latest. In the event that the Insured fails to pay the premium within a maximum of fifteen days from the date of default, then the insurance cover shall be suspended. In case the premium is paid during the period of time when the cover is suspended, then the cover shall become effective once again provided that the hazard has not materialised meanwhile. However, if the said premium is not paid within a maximum of 15 days from the date on which the insurance cover is suspended, then the agreement shall be terminated without further notice.*

*Provided that it is duly noted on the front page of the policy, any portions of the premium instalments that have not yet become due not exceeding the amount of indemnity to be paid by the Insurer shall become immediately payable upon the materialisation of the risk.*

*In case the insurance agreement is terminated because of the provisions stipulated in this article, then the difference in premiums calculated on a daily basis for the period of time during which the Insurer's liability is effective shall be returned to the Insured.*

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## **Taxes, Charges, Fees and Overhead Costs**

### **Article 17**

*Any present or future taxes, charges and fees to be legally assumed by the Insured as regards to the insurance agreement, amount of insurance or premiums, and the overhead costs stipulated in the said agreement shall be on the Insured's account.*

### **Legal Address**

#### **Article 18**

*The legal address specified by the Insured in the insurance contract shall be noted in the policy. The Insured shall be liable to immediately inform the Insurer via registered mail. Otherwise, the Insured shall be deemed to be liable as regards to any damages suffered because of the failure of the Insured to receive any notices sent by the Insurer.*

### **Authorised Court**

#### **Article 19**

*In lawsuits to be filed by the Insured, the authorised court shall be the commercial court of the place where the headquarters of the Insurer or the head office of the agency drawing up the policy is situated. In lawsuits to be filed by the Insurer, the authorised court shall be the commercial court in the legal address of the Insured stipulated in the foregone article 18.*

### **Statute of Limitation**

#### **Article 20**

*All claims arising out of the insurance agreement shall be subject to the statute of limitation in 2 years.*