

## Your travel insurance

All insurance policies contain restrictions and exclusions that You should know about. Please make sure that the cover meets Your needs.

This policy is valid only for Turkish citizens and the ones with permanent residency of Turkish Republic.

### Main characteristics of the travel insurance

This travel insurance provides cover for specified events that occur in connection with Your trip for example: loss of baggage, cancellation of Your trip, illness or injury, and medical assistance.

The details of your insurance cover are mentioned on the **Travel Policy Certificate**. Please make sure to read them carefully to understand the coverage that you will be availing.

### Premium

**The cost of this insurance cover is shown on Your** Travel Insurance Certificate.

### Law

This insurance will be governed by the law of the Republic of Turkey.

Please click for Personal Accident Insurance General Conditions :

<http://www.tsb.org.tr/ferdi-kaza-sigortasi-genel-sartlari.aspx?pageID=482>

Please click for Travel Health Insurance General Conditions:

<http://www.tsb.org.tr/seyahat-saglik-sigortasi.aspx?pageID=516>

### What to do if You have a complaint or need assistance:

#### Please Contact:

GULF SİGORTA A.Ş.  
Saray Mah. Dr. Adnan Büyükdeniz Cad.  
No:4/2 Kat:4-5 Akkom Ofis Park  
Cessas Plaza Ümraniye P.K: 34768  
İstanbul, Türkiye

#### Contact Numbers:

Gulf Sigorta A.Ş Customer Services: +90 216 681 75 20

Yada email: [thyseyahat@gulfsigorta.com.tr](mailto:thyseyahat@gulfsigorta.com.tr)

## What to do if You have a claim

Please refer to the Travel Insurance Claims Procedure that is mentioned on [www.thy.com](http://www.thy.com) web site

### **Gulf Sigorta A.Ş. (Claims Department)**

Saray Mah. Dr. Adnan Büyükdeniz Cad.  
No:4/2 Kat:4-5 Akkom Ofis Park  
Cessas Plaza Ümraniye P.K: 34768  
İstanbul, Türkiye

Central Registration System Number : 0871052362300018

### **Contact Numbers:**

Gulf Sigorta A.Ş Claims Department: +90 216 681 75 20

We are a member to arbitration system as per insurance legislation; detailed information is available on [www.sigortatahkim.org](http://www.sigortatahkim.org)

You can communicate your requests, recommendations or complaints regarding your policy through our customer call center (+90 216 681 75 20) or our e-mail addresses. You can also forward your complaints to the Turkish Republic, Prime Ministry Undersecretariat of Treasury, General Directorate of Insurance ([www.sigortacilik.gov.tr](http://www.sigortacilik.gov.tr)) or Insurance Association of Turkey ([www.tsb.org.tr](http://www.tsb.org.tr)).

Gulf Sigorta A.Ş. is a member of Insurance Association of Turkey.

## TRAVEL INSURANCE POLICY SPECIAL TERMS & CONDITIONS

" Gulf Sigorta A.Ş. will provide the insurance described in this policy, that is only valid; at home in domestic and international policies which are purchased with an international and/or domestic flight ticket on website ([www.thy.com](http://www.thy.com)),and/or through a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>) ; to the Named Insured(s) (You or Your) named in the Application in return for the premium and compliance with all applicable with general and special terms of this policy. "

### Part A: Definitions

**Abroad** shall be defined to mean the geographical zone outside the borders of the Republic of Turkey and which starts and ends with custom stations of the Republic of Turkey.

**Accident** is any external, shocking, apparently observable, sudden, unforeseen, uncontrolled and unexpected physical event incurred by the Insured during the Period of Insurance.

**Acquired Insufficient Immune System Syndrome** is any interpretation, diagnosis and definition present in the records of World Health Organization relating to AIDS (Acquired Immune Deficiency Syndrome), HIV (Human Immune Deficiency Virus), encephalopathy (dementia), HIV Exhaustion Syndrome and ARC (AIDS Relevant Condition).

**Gulf Sigorta Assistance Services:** Shall be defined to mean Europ Assistance Yardım Ve Destek Hizmetleri Tic. A.Ş.

**Age** shall be defined to mean the age calculated at the Insured's date of birth present in his/her official documents such as ID card or passport regardless of his/her actual date of birth.

**Baggage** shall be defined to mean a piece of baggage which was checked in and in the custody of a Common Carrier and belonging to passengers.

**Beneficiaries** shall be defined to mean person(s) to be present in insured's determination of heirship.

**Cash** shall be defined to mean money in the form of coins or banknotes issued by a government.

**Certificate of Flight** is the standard certificate of flight issued by airline operating agency or the state authority having judicial power on civil aviation registered in its country.

**Common Carrier** shall be defined to mean any land, sea or air conveyance operated under a valid license for the transportation of passengers for hire.

**Contracted Departure Date** shall be defined to mean the departure date stated on travel insurance policy.

**Contracted Return Date** shall be defined to mean the return date stated on travel insurance policy.

**Covered Medical Expenses** means the expenses of following necessary services and drugs up to the limits specified in the policy and pursuant to general and special terms of the insurance policy in case of an accidental injury or Sickness of the insured which is firstly diagnosed and has become symptomatic during travel; They include:

- a) the services of a Physician;
- b) hospital confinement and use of operating room;
- c) anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- d) ambulance service; and
- e) drugs, medicines, and therapeutic services and supplies.
- f) dental treatment resulting from injuries sustained to sound natural teeth subject to a maximum
- g) \$100 expense per tooth and limited to the maximum shown in the Schedule of Benefits.

**Coverage Limits** are the upper limits covered by the benefit specified in general and special terms of this insurance policy.

**Day** shall be defined to mean a period of 24 consecutive hours.

**Deductible** means the amount of expenses or the number of Days to be paid or supported by the Insured Person before the Policy benefits become payable.

**Emergency Evacuation** means transportation of the patient to the nearest hospital as urgent medical and surgical care are required due to an illness or bodily injury which is firstly diagnosed and has become symptomatic during the term of policy and occurred at once, or transportation of the patient to another place within the Geographical Borders of the Insurance after treatment at the nearest local hospital.

**Emergency Dental Care** means any natural dental treatment covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation has been documented by dentist's report.

**Equipment Failure** means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

**Geographical Border of the Insurance**

This insurance policy shall only be effective :

-At home in domestic policies which are purchased together with a domestic flight ticket on website ([www.thy.com](http://www.thy.com)) of Turk Hava Yolları A. O.

-Within the borders of the country (excluding Afghanistan, Cuba, Democratic Republic of Congo, Iran, Syria, Sudan, North Korea or the Crimea region) to which the insured goes by any plane of Türk Hava Yolları A. O., in policies which are purchased together with an international flight ticket on website ([www.thy.com](http://www.thy.com)) of Turk Hava Yolları A. O.

And/Or

-At home in domestic policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>)

-At home in international policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>)

-At home in Europe policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>)

**Home** shall be defined to mean the geographical zone included within the borders of the Republic of Turkey and its customs stations.

**Hospital** shall be defined to mean as follows:

- a) An institution holding a valid license
- b) An institution which operates primarily for the care and treatment of sick or injured persons
- c) An institution which has a staff of one or more Physicians available at all times,
- d) An institution which provides 24-hour nursing service and has at least one registered professional nurse on duty at all times,
- e) An institution which has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis,
- f) An institution which is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment center.

**Immediate Family Member** means, being domiciled in Turkey, official spouse, full mother, father, brother, sister and children of the insured.

**Inclement Weather** shall be defined to mean bad weather conditions approved by relevant institution and causing delays in scheduled departure and arrival dates of ticketed Common Carrier.

**Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means occurring during the Insured Period.

**Insurance Policy** shall be defined to mean the document that has been arranged by the Insurer according to insurance contract, in accordance with Article 1266 of Turkish Commercial Code.

**Insured** shall be defined to mean any person domiciled in Turkey and for whom an insurance policy is arranged by the insurance application of himself/herself or policy holder,

-Being at least 2 months old in policies which are purchased together with a domestic and/or an international flight ticket on website ([www.thy.com](http://www.thy.com)) Turk Hava Yolları A. O.

-Being at least 6 months old and maximum 75 years old in domestic travel policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>)

-Being at least 6 months old and maximum 75 years old in worldwide travel (excluding Afghanistan, Cuba, Democratic Republic of Congo, Iran, Syria, Sudan, North Korea or the Crimea region) policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>)

-Being at least 6 months old and maximum 80 years old in Europe Continent travel policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>)

**Insurer** shall be defined to mean the Insurance Company, Gulf Sigorta A.Ş. that has been registered and authorized in the country in which this insurance policy has been contracted.

**Land / Sea Arrangements** means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered trips on the Application and arranged by a tour operator, travel agent, cruise line or other organization.

**Medical Requirement** means, in our opinion the Physician's recommendation is:

- d. consistent with the symptoms, diagnosis and treatment of Your condition;
- e. appropriate with regard to standards of good medical practice; and
- f. not primarily for the convenience of You.

**Medical Transportation** means any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**Period of Insurance** is the period between the moment at which the insurance premium has been received, following issuance and presentation of the insurance policy to the insured or policy holder, and expiry date of the policy defined in the insurance policy.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license. The attending physician may not be

- (a) You;
- (b) Your spouse; or
- (c) a person who is related to You or Your spouse, in any of the following ways: child, parent, or sibling.

**Policyholder** shall be defined to mean the person who is an applicant of this insurance policy and accepted by the Insurer, acting in favor of both itself and the insured, within the benefit coverage of this insurance policy.

**Pre-existing Condition** means a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the Effective Date of Coverage, or a condition for which hospitalization or all surgery was required preceding the Effective Date of Coverage.

**Prevented from taking the Trip** is the situation of cancellation of travel that constitutes an evidence for the situation requiring the cancellation of the Trip with respect to any vital illness, injury or death of the insured or his/her any Immediate Family Member and also demonstrated by Physician's report.

**Professional Sportive Activity** means a sport, which would remunerate a player for an income as a means of their livelihood.

**Purse Snatching** shall be defined to mean any act of committed by a third party on the Insured and/or any act performed deliberately by a third party to rob the Insured Party with or without threat of force.

**Reasonable and Customary Expenses** means the following expenses:

- a. Costs of treatment, drugs and services required for Your treatment.
- b. Those costs shall not exceed similar normal fees and costs of treatment, drugs and services in the place the costs are incurred.

**Residency City** : The city where You are permanently residing at the date of issue of the policy, or where You are temporarily residing for a period of more than three months and to where You will be evacuated if medically necessary.

**Serious Injury or Sickness** means injury or sickness certified as being dangerous to life by a legally qualified medical practitioner.

**Sickness** means an illness or disease which first manifests itself and is contracted while this policy is in effect requiring treatment by a Physician.

**Spouse** shall be defined to mean Your official wife or husband residing in Your residency address.

**Strike and Lockout:** Walking out by workers by the way of collective walk out with the aim of stopping activity or hindering significantly with regard to the nature of the work by mutual agreement or upon decision of any organization having the same purpose shall be defined to mean strike.

**Total Limit** Our maximum liability relating to claims within the scope of policy coverage, should not exceed the Total Limit stated in the policy. If total claim indemnity which was paid at any time and/or not paid exceeds the Total Limit, fringe benefits attributed to unpaid claims shall be deducted as necessary required for the prevention of the Total Limit excess.

**Trip** means Land/Sea Arrangements which include any flight connections joining or departing the Land/Sea Arrangements. A Trip does not include the period of time between connected flights and land/sea programs.

**Unable to continue the Trip** is the suggestion of discontinuance of travel given by a Physician on account of Your Medical Requirement based on the seriousness of the situation, due to any vital illness or death of the insured or his/her any Immediate Family Member . You are required to be under direct care and intervention of a Physician.

**War** shall be defined to mean war and similar attacks, whether declared or undeclared, including the use of military force by any sovereign state in order to achieve economic, geographic, nationalist, politic, racial, religious or any other similar purposes.

**We, Us, Our** shall be defined to mean GULF SİGORTA A.Ş.

**You / Your / Yourself** shall be defined to mean the Insured Person whose name is stated in Policy Table.

## **Part B. General Exclusions:**

### **Situations Excluded from the Coverage:**

This policy is issued in accordance of the exclusions stated in Article 4,5,6 of Personal Accident Insurance General Conditions and Article 9 of Travel Health Insurance General Conditions.

### **Postponement of Effective Date of Travel Personal Accident Insurance:**

No insurance provided by this policy is effective if You or Your dependent(s) is (are) hospital confined or disabled, meaning unable to perform the usual and customary duties of a person of like age and sex.

The coverage will take effect seven (7) days after such hospital confinement or disability terminates subject to the Pre-existing Condition exclusion.

## Part C: Uniform Provisions

**Validity of the Contract:** This insurance policy shall be valid as the origin of the travel is within the borders of the Republic of Turkey.

**Entirety of the Contract:** This insurance policy and its annexes constitutes the entire insurance contract.

Any amendment of this insurance policy shall not be valid without our written consent, and unless this approval is stated on the policy. Any agency, the insured or any third person shall not be entitled to amend this insurance policy or waive of any provision thereof.

**Effective Date:** This is the date stated in the Application as the Trip departure date except Section Trip Cancellation where cover shall commence on the date the Insurance Certificate has been countersigned and the total premium has been paid.

**Renewal Conditions:** The Insurance Policy shall not be renewed in case of the expiry of Insurance Policy.

**Contesting This Policy:** We rely on statements made by You in the Application. If information is falsely given or a fraudulent claim is made in any way, then the Policy shall be null and void and no claims will be payable.

**Inception of the Insurance Policy:** On domestic travels, insurance policy coverage shall start on the date of Contracted Departure Date and/or as the insured leaves his/her Residency City border by a Common Carrier. On foreign travels, insurance policy shall expire upon entrance to customs stations of the Republic of Turkey and/or on the date of Contracted Return Date specified in the policy.

### **Expiry of the Insurance Policy:**

On travel policies purchased via website ([www.thy.com](http://www.thy.com)) of Turk Hava Yolları A. O. with one way domestic flight ticket insurance policy coverage shall expire on the date of Contracted Return Date specified in the policies and/or after 15 days later than travel starting date and/or as the insured enters to his/her Residency City border.

On travel policies purchased via website ([www.thy.com](http://www.thy.com)) of Turk Hava Yolları A. O. with one way international flight ticket insurance policy coverage shall expire on the date of Contracted Return Date specified in the policies and/or after 15 days later than travel starting date and/or upon entrance to customs stations of the Republic of Turkey.

On travel policies purchased via website ([www.thy.com](http://www.thy.com)) of Turk Hava Yolları A. O. with domestic round trip flight ticket insurance policy coverage shall expire on the date of Contracted Return Date specified in the policies and/or after 92 days later than travel starting date and/or as the insured enters to his/her Residency City border.

On travel policies purchased via website ([www.thy.com](http://www.thy.com)) of Turk Hava Yolları A. O. with international round trip flight ticket insurance policy coverage shall expire on the date of Contracted Return Date specified in the policies and/or after 92 days later than travel starting date and/or upon entrance to customs stations of the Republic of Turkey.

And/Or

On domestic, Europe and international travel policies which are purchased via a link from Turkish Airlines website to (<http://thy.travelguardworldwide.com>) insurance policy coverage shall expire on the date of Contracted Return Date specified in the policies and/or after 92 days later than travel starting date and/or as the insured enters to his/her Residency City border.

However in the event of the expiry of Insurance Policy Coverage as mentioned above and/or it shall expire upon the earliest of the following:

1. If the Insured does not pay the premium stated on the policy fully, insurance coverage and liability of the Insurer shall not start,
2. Upon cancellation request of the Insured within the conditions stated on the item Cancellation of Insurance Policy,
3. Upon the end of the Insured's Trip,
4. Upon the entrance to his/her Residency City border
5. On the expiry date of insurance period as stated on the policy.

### **Cancellation of Insurance Policy :**

Travel insurance policies purchased with Türk Hava Yolları A.O flight ticket will be cancelled and premium will be refunded as per written cancellation request of the Insured within 24 hours period after the policy issuance date and earlier than the inception date of the policy.

**Territory:** Unless the scope of this policy is limited by our party, it shall be effective within the borders of the Geographical Border of the Insurance (Excluding Afghanistan, Cuba, Democratic Republic of Congo, Iran, Syria, Sudan, North Korea or the Crimea region)

**Concealment or Fraud:** The entire policy will be void if, whether before or after a loss, You have, related to this insurance, If You behave as follows with respect to the insurance, this insurance policy shall fall void before or after occurrence of loss.

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or made false statements.

In unintentional cases, if You misrepresent, then the Insurer shall be entitled to choose to keep insurance policy effective by collecting premium difference of the risk in proportion to its weight, or to terminate the policy. If the Insurer prefers to terminate, it shall notify the insured within one month about the grounds of termination. The insurance shall draw to close after 15 days at 12:00 a.m. following the posting of termination notice and the

amount of premium relating to non-operating insurance period shall be reimbursed. The Right of termination which is not used in due time shall be forfeited. If misrepresentation and defective statement is learned after the occurrence of loss, events caused by intentional action of the policy holder shall not be covered; in unintentional cases, a deduction shall be made from the coverage in proportion of effectuated premium to the premium to be effectuated.

**Pecuniary Indemnity / Claims:** Your written request for pecuniary indemnity shall be submitted to our party within 5 days after the occurrence of loss. If Your goods covered by this insurance policy incur damages or losses, then You have to do the following:

- e. To claim to the Insurer within the shortest possible time,
- f. To take immediate measures so as to preserve, safeguard and/or regain the goods covered by Insurance Policy,
- g. Immediately to give notice to the carrier of luggage office which is or may be responsible for the said loss or damage,
- h. In case of burglary or robbery, to give information to the police office or other relevant authorities within 24 hours and to prepare necessary documents.

After any physical loss covered by the insurance policy has occurred, indemnity claim should be submitted to the Insurer in a reasonable manner and within the shortest possible time.

**Proof of Loss:** In the event of any loss indemnity covered by this insurance policy for any periodic payment, written evidence of loss should be submitted to our party within 90 days after the period which we are responsible for, expires. Claim for loss indemnity should be made within 90 days following the date of such occurrence. Not providing such evidence in due time, shall not make the indemnity invalid or reduce the amount of indemnity, if submission of such evidence is impossible in the said period. However, this evidence should be submitted to our party within the shortest possible time.

**Time of Payment of Claim:** Indemnity shall be paid at least within 15 days following the submission of all demonstrative information and documentation relating to the amount of loss and damage to the Insurer. Only Trip Cancellation Indemnity shall be paid, upon

submission of claim documents to Us, in five working days after the inception date of the policy.

**Payment of Claims:** Death claims will be paid to Your estate, unless We receive a written request from You designating a named beneficiary. All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge our liability to the extent of the claim.

**Medical Examination:** The Insurer is authorized to make the insured medically examined or make post-mortem examination in the event of death before the payment of indemnity whenever necessary at its own expense.

**Valuation of Lost Goods:** We will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**Subrogation:** In case a payment obligation arise relating to any claim in accordance with this policy, whether payment is made or not, whether real loss of the Insured is compensated completely or not, the Insurer shall have subrogation for every kind of right of the Insured. The Insurer shall be authorized to follow-up and implement these rights on behalf of the Insured and the Insured shall provide every kind of support and cooperation including arrangement of every kind of legal documents and certificates to the Insurer executing these. The Insured shall not do anything possible to damage these rights. The amount that is remaining after reducing expenses of the Insurer from every kind of amount obtained as more of total payments of the Insurer shall be delivered to the Insured. If the claim is not made as result of fraudulency, forgery, willful crime committing or bad-intentioned act or negligence of the employee or does not lead to this result, the Insurer accepts not to use its these rights against any employee. The Insurer may disclaim rights in this Subrogation article in written with at its own discretion.

**Misstatement of Age:** If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

**Limitations:** If an insured person is subject to an Accident or Injury within the scope of coverage-benefits under the same Policy given by us are payable- maximum payable amount under all these integrated Policies shall not exceed the amount payable under the Policy paying the highest benefit. If benefits are determined as daily or weekly, "the highest benefit" used here shall mean the highest Daily or weekly Benefit.

**Compliance With Policy Provisions:** Any person except You or who are appointed as proxy by You can not have any demand in this application form and shall not have right of action against us under this policy.

**Reasonable Care and Assistance:** The insured is obliged to take all reasonable precautions to abstain from any loss or damage or decrease it as much as possible and try to recover the loss.

In addition to that, the Insured person has to help Us relating to our reasonable demands as to being effective or protection of rights of subrogation that we can be authorized or as to realization or inspection of a demand.

**International Trade Controls and Economic Sanctions:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.

This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.

This policy offers coverage only to individuals ordinarily resident in the Republic of Turkey and is null and void as to nonresidents of Republic of Turkey.

## **Part D. Coverage**

This policy has been arranged within General Terms of Personal Accident Insurances and Travel Health Insurance .

## **MEDICAL ACCIDENT & SICKNESS EXPENSES**

Your medical treatment expenses that You make for treatment of a serious injury or sudden illness occurred during Your travel shall be paid up to maximum amounts stated in Coverage Limits in direction of exemption stated for each event unless it does not arise from a pre-existing situation. Medical expenses shall be paid for necessary medical treatment or surgical intervention and services including hospital, medicines, treatment and ambulance service within limits stated in Coverage Limits.

### **Exclusions:**

- 1.** Services, medicines, treatment or hospital cares that are not approved to be necessary medically or not advised by a doctor
- 2.** Routine physical examinations or similar examinations and laboratory diagnosis or x-ray examinations,
- 3.** Cosmetic or plastic surgery interventions provided that they are not as result of an accident,
- 4.** Diagnosis and treatment of acne,
- 5.** Surgery interventions necessary for wry noses and healing it,
- 6.** Deviated septum, including sub mucous resection and/or other surgical correction

7. Wellchild care including exams and immunizations,
8. Expenses which are not exclusively medical in nature,
9. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing
10. Treatment provided in a government hospital or services for which no charge is normally made,
11. Mental, nervous, or emotional disorders or rest cures
12. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices.

### **Sportive Activities**

You may not be covered when You take part in certain sports or activities if there is a high risk You will be injured or if it is the main purpose of Your trip. You are covered up to Medical Accident Expenses Coverage Limit for the following non Professional Sportive Activities automatically, providing they are not the main purpose of Your trip:

Golf; Cycling; Wind Surfing; Roller Skating; Soccer; Basketball; Volley Ball; Beach Volley Ball; Running; Sea Canoeing; Swimming; Squash; Surfing, Table Tennis; Gymnastics; Skiing; Tennis.

### **Exclusions:**

- 1-Any sport other then listed above is not covered.
- 2-70 years old and older insured's are not covered during all Sportive Activities.

### **EMERGENCY MEDICAL EVACUATION**

If injury by accident or illness that is not pre-existing and which is acute require Your transportation from the place where You stay, Reasonable and Customary Expenses up to maximum limits shown in Coverage Limits shall be paid by us. Directive should be given by a doctor or hospital approving that injury or illness require urgent medical transportation for Medical Transportation in case of Emergency State/Discharge.

For patient transportation benefit to be used in case of Emergency State/Discharge of an insured person Abroad, it is obligatory that transportation of the insured to home be mandatory medically, approval be taken from Gulf Sigorta Assistance Services and arrangements to be made by Gulf Sigorta Assistance Services. In case transportation is made without taking approval from Gulf, transportation fees shall not be paid by the Insurer.

For patient transportation benefit to be used in case of Emergency State/Discharge of an insured person at Home, it is obligatory that transportation of the insured to his/her permanent residence be mandatory medically, approval be taken from Gulf Sigorta A.Ş. Claims Department and arrangements to come under cognizance of Gulf Sigorta A.Ş.. In case transportation is made without taking approval from Gulf Sigorta A.Ş. Claims Department, transportation fees shall not be paid by the Insurer.

## **REPATRIATION OF REMAINS**

In case the insured dies, Reasonable and Customary Expenses relating within Coverage Limits relating to return of the corpse to its own residence shall be paid by Us. Insurance benefit to be paid can not exceed maximum amount shown in Coverage Limits.

- a) Embalming,
- b) Cremation,
- c) Coffin,
- d) Transportation etc. other burial expenses are included in expenses within the scope of benefit provided not to be limited to these.

## **TRIP CANCELLATION**

If the contracted travel is cancelled before its starting date in case You, Your official mate, Your mother-father, brothers and sisters and children residing in Turkey have a situation obstructing travel, get injured or die provided that this situation lasts until travel period and certified with an official report by a doctor, part of paid tour price that You can not take back shall be paid by Us up to maximum limits stated in Coverage Limits.

### **Cancellation:**

Provided that reservation and advance payment is made before the said illness, injury or death occur, we shall pay to You back advance payments that You make to hotel and/or transporter firm and You do not use and which are impossible to return.

Travel tour cancellation terms of "Travel Agency" shall be considered while making payment within Coverage Limits and amount out of or above the rate that is necessary to be paid by Travel agency shall be paid within maximum Coverage Limit written on the policy.

### **Dangers within the scope of Coverage:**

- a) If the insured received an urgent last call from a court as a witness,
- b) Any damage, preventing residency, caused by theft, fire, explosion, natural disaster at the insured's residence or at the workplace where insured has partnership or insured is obliged to take all reasonable precautions to decrease the loss as much as possible at the insured's residence or at the workplace,
- c) If Your Traveling Companion who purchased and insured with the same insurance plan for the same trip, is obliged to cancel his/her trip due to covered reasons.

### **Exclusions:**

1. Economic Distress and Bankruptcy of the insured or his/her relatives,
2. Travel shall not be deemed to be cancelled in cases valid passport can not be taken, Visa can not be taken or Consulate rejects and any insurance benefit shall not be payable.

## **TRIP DELAY (FLIGHT DELAY)**

If Your travel is delayed for 2 hours or more than the scheduled departure hour due to dangers within the scope of coverage written below, You shall be paid 20 Euro for the flight in European Continent, 40 Euro for the flights outside of European Continent, 25TL for T.R.N.C and Turkey for each delayed hour to cover your

receipted expenses. Delays for maximum 10 hours due to dangers within the scope of coverage are subject to Coverage Limits shown on insurance policy.

### **Dangers within the scope of Coverage:**

- a) Delay of transporter due to Inclement Weather conditions.
- b) Delay that occur due to strike or other acts of personnel of scheduled transporter that You will use during Your travel.
- c) Delay arising from a breakdown in equipments of transporter.

### **Exclusions:**

- 1-Delays arising from any danger within the scope of Insurance coverage that is known by Public and You before taking insurance policy.
- 2-Delays due to Overbooking of the Commun Carrier

## **MISSED DEPARTURE**

We will pay up to the overall limit shown on the Coverage Limits, if You cannot reach the original departure point of Your booked journey on the outward or return journey because Public Transport services fail or the personal vehicle in which You are traveling is involved in an accident.

If the Airline is providing an alternative flight according to the Airline ticketing rules with or without a penalty, the flight will be analysed and the actual loss of the insured will be covered up to the Policy Coverage Limits.

### **Exclusions:**

1. Any delay caused by a strike earlier decraled & known by the Public on the Public Tranportations,

## **LOSS OF BAGGAGE/ PERSONAL BELONGINGS (Valid for Common Carriers only)**

Loss of Your Baggage and personal belongings in Baggage that are proved by evidences as subject to following matters between Your departure date and return date from travel or end date of insurance policy (whichever is prior) shall be paid by Us up to Coverage Limits. Baggage and personal belongings should be Your own property and be near You during the travel.

It is valid for Baggage that is controlled and taken delivery by airline.

- a) Amount to be paid relating to any belongings shall not exceed coverage amount.
- b) Relating to belongings that are not older than one year, the Company may make payment or restore or repair them at its own discretion.
- c) Relating to belongings that are older than one year, the Company may make payment after reducing wear and tear and depreciation share or restore or repair them at its own discretion.
- d) Lost Baggage benefit has been prepared assuming two Baggage per person, therefore half of Coverage Limit shall be paid per Baggage not considering total Baggage number near the insured person.
- e) Amount to be paid for any belongings shall not exceed USD 150 per belongings.

Maximum limit for each belongings shown in Coverage Limits is USD 150; fur, belongings produced from fur, video and camera but not limited to these.

“Documented Loss or Damage”, expression means official documents taken from the party that is responsible for the loss or minutes of domestic police or competent authorities.

### **Extension of Insurance**

If You delivered Your belongings to the Airline and delivery is delayed, Baggage/personal belongings insurance shall be extended until the Transporter delivers belongings to You.

### **BAGGAGE DELAY (Valid for Common Carriers only)**

A Baggage Delay which is 12 hours or longer for the Baggage that is controlled and taken delivery by airline, is proved by evidences as subject to following matters on your arrival date from travel or end date of insurance policy (whichever is prior) shall be paid by US up to coverage Limits in order to cover your necessary / urgent emergency receipted purchase of replacement items with in the first 10 days from arrival date.

Maximum limit for each belongings shown in Coverage Limits is USD 150

### **Limitations**

Baggage and personal belongings indemnities are the part exceeding the amount to be paid by the Airline or the party responsible for the loss or for which these are responsible. Loss exceeding this amount shall be paid to You as indemnity.

**Exclusions:** Following goods are out of scope:

1. Mobile phone, animal, motorized vehicles (including accessories), motorcycle, sea boats, snow skies, household goods, antiques, computers (including software and accessories), contact lenses, artificial tooth or prosthesis, money, bill, ticket or documents, every kind of glasses.
2. Any fragile or perishable items, personal electronic devices, music devices, medicines, items having a special value such as jewellery/money, travel checks, credit cards, negotiable papers, securities or other valuables, business documents, passports and other identification documents etc.), hazardous materials ( Stated on the Common Carrier Baggage Regulations).

3. Any loss caused or related with the items excluded by Airline regulations,
4. If Your belongings are delayed or held by any customs, any government, public or local authority or other officials legally taking or putting in compulsory quarantine your belongings.
5. Damages occur as result of actions made by You to repair, clean or change any goods and losses and damages occur as result of tear, wear, breakdown, moths and insects.
6. Loss and damage of hired goods; loss and damage that occur due to siege, rebellion, revolution, civil war, abuse or while making defense, struggling against or trying to prevent any event by official authorities; and loss and damage as result of detention, quarantine by official state authorities due to reasons such as illegal trade, transportation or intervention by customs authority.
7. Damage of delay of goods that are insured by another insurance policy or price of which are paid by Transporter or hotel.
8. Loss or Delay of Baggage that is in the custody of a Common Carrier.
9. Loss Delay of Your Baggage that is sent before or loss of giftware and goods that are posted or sent separately.
10. Loss or Delay of belongings or samples relating to work.
11. Loss or Delay of information recorded in band, card, disc or other environments.
12. Baggage loss or delay due to intermediate transfer
13. Any expense caused on handing over process the after the arrival of the delayed baggage to the travel start point.

## **PURSE SNATCHING**

We will only reimburse You , up to the Coverage Limits, for the Loss of cash that was owned by You and was in Your care, custody and control, arising out of Purse Snatching

Such Loss must be reported within 24 (twenty four) hours after its discovery to the police having jurisdiction at the place of the Loss. Any claim must be accompanied by official written documentation from the local police.

### **Exclusions:**

The Company will not be liable to reimburse any sum insured for:

1. Loss as a result of detention or confiscation by any lawfully constituted authority;
2. Loss not reported to the police within 24 (twenty four) hours after the discovery of such Loss;
3. Loss recoverable under another insurance or from another source.
4. Loss in respect of shortage due to error, omission, exchange transaction or depreciation in value;
5. Mysterious disappearance.
6. Loss of travellers cheque, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
7. Loss of credit cards or replacement of credit cards, Identity Cards (IC), passport and driving licenses or travel documents .

## Part E: BENEFITS

### **BANKRUPTCY OF TRAVEL AGENCY\_(Valid for domestic policies only)**

Within the limits of scope of insurance, expenses of carrying back shall be covered in case the tour is completed, its cost is paid or participants are carried back by Ministry of Tourism or TURSAB (Union of Turkey Travel Agencies) with permission of the Insurer, bankruptcy of travel agency or in case its works are stopped by Ministry of Tourism or TURSAB and in cases where it is clear that tour will not be realized or completed and this is revealed and/or stated to the Insurer by Ministry of Tourism or TURSAB, expenses of carrying back shall be covered.

Insurance coverage starts when tour contract is signed and tour fee is paid completely or partly (for example sale of tour package) and ends when participants complete the tour and turn back to their original places.

In case of bankruptcy of travel agency just before starting of the tour or in case actions of travel agency are stopped by Ministry of Tourism or TURSAB, upon explanation of that by Ministry of Tourism or TURSAB and/or notification of the Insurer, the Insurer shall make payment to participants who paid Insurer tour package fee completely or partly in return for documents possible to be accepted legally such as reservation form, invoice or receipt within limits of insurance coverage.

### **24 HOURS CONSULTANCY SERVICES**

Gulf Sigorta Assistance Services will provide the following Services as described below.

**Medical Assistance:** As soon as Gulf Sigorta Assistance Services is notified of a medical emergency resulting from Your accident or Sickness, Gulf Sigorta Assistance Services will contact the medical facility or location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, Your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken.

Gulf Sigorta Assistance Services will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local physician and arranging hospital confinement of You where, in its discretion, Gulf Sigorta Assistance Services deems such confinement appropriate.

**Medical Evacuation:** When, in the opinion of Gulf Sigorta Assistance Services medical panel, it is judged medically appropriate to move You to another location for treatment or return You to Your residence or country of citizenship, Gulf Sigorta Assistance Services will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of Your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All

decisions as to the means of transportation and final destination will be made by Gulf Sigorta Assistance Services.

**Death Repatriation:** Gulf Sigorta Assistance Services agrees to make the necessary arrangements for the return of Your remains to Your country of citizenship in the event You die while this service agreement is in effect as to You.

**Legal Assistance:** If You are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to You, Gulf Sigorta Assistance Services will, if required, provide You with the name of an attorney who can represent You in any necessary legal matters.

**Lost Luggage or Lost Passport:** If You, outside Your country of citizenship, notify Gulf Sigorta Assistance Services that Your luggage or passport has been lost, Gulf Sigorta Assistance Services will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

**General Assistance:** Gulf Sigorta Assistance Services will serve as a central point for translation and communication for You during emergencies. Gulf Sigorta Assistance Services agrees to provide to You advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, Gulf Sigorta Assistance Services will provide insurance coordination, verifying coverage of You, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when You return to Your permanent place of residence.

**Pre-Departure Services:** Prior to Your departure, Gulf Sigorta Assistance Services will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State Department and private service warnings about travel to certain locations. Gulf Sigorta Assistance Services will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.).

**Emergency Travel Agency:** Gulf Sigorta Assistance Services agrees to provide You with 24 hour travel agency service for airline and hotel reservations. Gulf Sigorta Assistance Services will also arrange payment for Your airline tickets and other travel services, using Your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by Gulf Sigorta Assistance Services for You.

Emergency Cash Transfers and Advances - Gulf Sigorta Assistance Services will arrange for cash payments to You through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. Gulf Sigorta Assistance Services provides this service to supplement the facilities of Your credit cards. Credit card transactions performed by Gulf Sigorta Assistance Services are subject to confirmed credit.

### **Disclaimer of Liability**

In all cases the medical professional or any attorney suggested by Gulf Sigorta Assistance Services shall act in a medical or legal capacity on behalf of You only. Gulf Sigorta Assistance Services assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to Gulf Sigorta Assistance Services by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

You are responsible for the cost of services arranged by Gulf Sigorta Assistance Services on behalf of You or a covered family member. Gulf Sigorta Assistance Services will access this policy and/or other insurance policy benefits to which You may be entitled, and/or Your credit cards or other forms of financial guarantees provided by You, in order to facilitate payment for such services.

**Professional Liability  
Specified Professions**

**SCHEDULE**

**POLICY NUMBER:**

<b>ITEMS</b>									
<b>Policyholder</b>									
<b>Policyholder's Main Address</b>									
<b>Professional Services</b>									
<b>Policy Period</b>	<table border="1"> <tr> <td><b>From:</b></td> <td></td> <td><b>To:</b></td> <td></td> </tr> <tr> <td colspan="4">12:01 A.M. at the Policyholder's Main Address</td> </tr> </table>	<b>From:</b>		<b>To:</b>		12:01 A.M. at the Policyholder's Main Address			
<b>From:</b>		<b>To:</b>							
12:01 A.M. at the Policyholder's Main Address									
<b>Limit of Liability (Aggregate)</b>									
<b>Sublimit of Liability: Lost Documents Extension</b>									
<b>Retentions (Each and Every Claim)</b>									
<b>Retroactive Date</b>									
<b>Premium</b>									
<b>Date Proposal Signed</b>									
<b>Insurer &amp; Address</b>									
<b>Claims Notice</b>									

Signed by \_\_\_\_\_ for and on behalf of the **Insurer**.

.....Authorized Signatory

## Notice

This is a claims made insurance policy. This policy will only apply to **Claims** first made against the **Insured** by a **Third Party** and reported to the **Insurer** during the **Policy Period**. Further, please note that the amounts incurred for legal defence shall be applied against the **Retention** amount.

In consideration of the payment of the **Premium** and subject to all of the provisions of this policy, the **Insurer** agrees as follows.

### *COVERS*

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All cover under this policy is afforded solely with respect to **Claims** first made against an **Insured** during the **Policy Period** and reported to the **Insurer** as required by this policy.

*Professional Liability* The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Breach of Duty** of the **Insured**.

*Defence* The **Insurer** has the right to defend any **Claim** which this policy may respond to under its Covers or Extensions. The **Insurer** shall pay **Defence Costs** incurred in defending any covered **Claim**.

The **Insurer** is under no obligation to pay **Loss**, unless the **Wrongful Act**: (i) first takes place on or after the **Retroactive Date**; and (ii) is committed solely in the performance of or failure to perform **Professional Services**.

## DEFINITIONS

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<b>“Bodily Injury”</b>	means physical injury, sickness, disease or death, nervous shock, emotional distress, mental anguish or mental injury.
<b>“Breach of Duty”</b>	means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform <b>Professional Services</b> .
<b>“Claim”</b>	means any: (i) written demand or (ii) civil or administrative proceeding, that seeks <b>Damages</b> from <b>Wrongful Acts</b> .
<b>“Damages”</b>	means any amount that an <b>Insured</b> shall be legally liable to pay to a <b>Third Party</b> in respect of judgments rendered against an <b>Insured</b> , or for settlements negotiated by the <b>Insurer</b> with the consent of either the <b>Insured</b> or the <b>Policyholder</b> .
<b>“Defence Costs”</b>	means reasonable fees, costs and expenses incurred by or on behalf of the <b>Insured</b> in the investigation, defence, adjustment, settlement or appeal of any <b>Claim</b> . <b>“Defence Costs”</b> shall not mean any internal or overhead expenses of any <b>Insured</b> or the cost of any <b>Insured’s</b> time.
<b>“Documents”</b>	means all documents of any nature whatsoever including computer records and electronic or digitized data; but does not include any currency, negotiable instruments or records thereof.
<b>“Employee”</b>	any natural person who is or has been expressly engaged as an employee under a contract of employment with the <b>Policyholder</b> . <b>“Employee”</b> shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.
<b>“Insured”</b>	means: <ul style="list-style-type: none"> <li>(7) the <b>Policyholder</b>;</li> <li>(8) any natural person, who is or has been a principal, partner or director of the <b>Policyholder</b>;</li> <li>(9) any <b>Employee</b>;</li> <li>(10) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the <b>Policyholder</b>; and</li> <li>(11) any estates or legal representatives of any <b>Insured</b> described in (2) and (3) of this definition;</li> </ul> <p>but only when providing <b>Professional Services</b> in the foregoing capacities.</p>

- “Insurer”** means the entity specified as such in the Schedule.
- “Limit of Liability”** means the amount specified as such in the Schedule.
- “Loss”** means **Damages** and **Defence Costs**. **“Loss”** shall not mean and this policy shall not cover any (1) taxes; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for for a court or agreement to provide injunctive or other non-monetary relief; (5) compensation, benefits or overhead of, or charges or expenses by any **Insured**; or (6) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a **Claim** is brought.

### *DEFINITIONS (CONTINUED)*

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- “Policy Period”** means the period of time specified in the Schedule unless the policy is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.
- “Policyholder”** means the entity or natural person specified as such in the Schedule.
- “Pollutants”** means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. “Waste” includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
- “Premium”** means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.
- “Professional Services”** means the professional services of the **Policyholder** as specified in the Schedule.
- “Property Damage”** means damage to or loss of or destruction of tangible property or loss of use thereof.
- “Retention”** means the amount specified as such in the Schedule.
- “Retroactive Date”** means the date specified as such in the Schedule.
- “Subsidiary”** means companies in which the **Policyholder**, either directly or indirectly through one or more of its **Subsidiaries**;
- (iv) controls the composition of the board of directors;
  - (v) controls 50% or more of the voting power; or
  - (vi) holds 50% or more of the issued share capital.
- For any **Subsidiary** or any **Insured** thereof, cover under this policy shall only apply to **Wrongful Acts** committed while such entity is a **Subsidiary** of the **Policyholder**.

**“Third Party”**

means any entity or natural person; provided, however, **Third Party** does not mean: (i) any **Insured**; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the **Policyholder** or any **Subsidiary**.

**“Trade Secret”**

means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

**“Travel Agent Services” means any arrangement of**

- 1. transportation;**
- 2. accommodations; or**
- 3. tours;**

for travelers by the Insured.

**“Wrongful Act” means any Breach of Duty.**

**EXCLUSIONS**

This policy shall not cover **Loss** in connection with any **Claim stated below in addition to the Professional Liability Policy General Conditions Article 4:**

- |  |  |
|--|--|
| <i>Antitrust</i>   | arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;   |
| <i>Bodily Injury/<br/>Property Damage<br/>Absolute</i>       | arising out of, based upon or attributable to any actual or alleged <b>Bodily Injury, Property Damage</b> ;  |
| <i>Contractual Liability/<br/>Performance<br/>Guarantees</i> | arising out of, based upon or attributable to any: <ul style="list-style-type: none"> <li>(iv) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided;</li> <li>(v) guarantee or warranty; or</li> <li>(vi) delay in performing, failing to perform or failing to complete any <b>Professional Services</b>, unless such delay or failure arises from a <b>Breach of Duty</b> by an <b>Insured</b>;</li> </ul> |
| <i>Costs Assessment</i>                                      | arising out of, based upon or attributable to any failure by any <b>Insured</b> or other party acting for the <b>Insured</b> to make an accurate pre-assessment of the cost of performing <b>Professional Services</b> ;   |
| <i>Defamation</i>  | arising out of, based upon or attributable to any actual or alleged libel or slander;  |
| <i>Employment/Discrimination</i>                             | arising out of, based upon or attributable to any: (i)   |

actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;

*Failure to Maintain Insurance--of Others* This policy shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to any actual or alleged failure to effect, arrange or maintain insurance by any **Insured** for any **Third Party**.

*Insolvency* arising out of, based upon or attributable to the insolvency, administration or receivership of the **Insured**;

*Infrastructure* arising out of, based upon or attributable to:

- (iv) mechanical failure;
- (v) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite systems failure;

*Intellectual Property*

*Right* arising out of, based upon or attributable to any actual or alleged unintentional infringement of any intellectual property right of any **Third Party**;

*Joint Ventures* arising out of, based upon or attributable to work carried out by the **Insured** for and in the name of any association or joint venture of which an **Insured** forms part;

*Misdeeds* arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an **Insured** admits, to be a criminal, dishonest or fraudulent act; and in such event, the **Insurer** shall be reimbursed for all **Loss** paid in connection with such **Claim**; .

*Patent/Trade Secret* arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or **Trade Secrets**;

**EXCLUSIONS (CONTINUED)**

*Prior Claims/Circumstance* (i) made prior to or pending at the inception of this policy; or (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any **Insured** to give rise

to a **Claim**;

<i>Pollution</i>	arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of <b>pollutants</b> , or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise <b>Pollutants</b> , or (b) respond to or assess the effects of <b>Pollutants</b> ;
<i>Trade Debts</i>	arising out of, based upon or attributable to any: (i) trading debt incurred by an <b>Insured</b> or (ii) guarantee given by an <b>Insured</b> for a debt;
<i>U.S.A./Canada</i>	made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions; or
<i>War/Terrorism</i>	arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

## CLAIMS

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<i>Notification of Claims</i>	The <b>Insured</b> shall, as a condition precedent to the obligations of the <b>Insurer</b> under this policy, give written notice to the <b>Insurer</b> of any <b>Claim</b> first made against the <b>Insured</b> within 5 days after the <b>Insured</b> first learned this <b>Claim</b> during the <b>Policy Period</b> . All notifications must be by registered mail or facsimile, and addressed as required in the Claims Notice Item on the Schedule.
<i>Related Claims</i>	If notice of a <b>Claim</b> against an <b>Insured</b> is given to the <b>Insurer</b> pursuant to the terms and conditions of this policy, then: (i) any subsequent <b>Claim</b> alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed <b>Claim</b> ; and (ii) any subsequent <b>Claim</b> alleging any <b>Wrongful Act</b> which is the same as or related to any <b>Wrongful Act</b> alleged in that previously noticed <b>Claim</b> , shall be considered made against the <b>Insured</b> and reported to the <b>Insurer</b> at the time notice was first given. Any <b>Claim</b> or <b>Claims</b> arising out of, based upon or attributable to (i) the same cause, or (ii) a single <b>Wrongful Act</b> , or (iii) a series of continuous, repeated or related <b>Wrongful Acts</b> , shall be considered a single <b>Claim</b> for the purposes of this policy.
<i>Circumstances</i>	During the <b>Policy Period</b> , an <b>Insured</b> may become aware of circumstances which may reasonably be expected to give

rise to a **Claim**. In such event, an **Insured** may report the circumstances in writing to the **Insurer**. If in doing so, the **Insured** provides: (i) the reasons for anticipating the **Claim**, and (ii) full particulars as to dates, acts and persons involved; then any **Claim** which is subsequently made against an **Insured** and reported in writing to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged or described in the previously notified circumstances, shall be considered first made against the **Insured** and reported to the **Insurer** at the time the facts or circumstances were first reported, if accepted by the **Insurer**.

### CLAIMS (CONTINUED)

<i>Defence/Settlement</i>	The <b>Insurer</b> does not assume any duty to defend, and the <b>Insured</b> shall defend and contest any <b>Claim</b> made against them unless the <b>Insurer</b> with Insured's consent elects in writing to take over and conduct the defence and settlement of any <b>Claim</b> . If the <b>Insurer</b> does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the <b>Insurer</b> . The <b>Insurer</b> has the right at any time after notification of a <b>Claim</b> to make a payment to the <b>Insured</b> of the unpaid balance of the <b>Limit of Liability</b> , and upon making such payment, all obligations of the <b>Insurer</b> to the <b>Insured</b> under this policy, including, if any, those relating to defence, shall cease.
<i>Insurer's Consent</i>	As a condition precedent to cover under this policy, no <b>Insured</b> shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any <b>Defence Costs</b> without the prior written consent of the <b>Insurer</b> . Only those settlements, judgments and <b>Defence Costs</b> consented to by the <b>Insurer</b> , and judgments resulting from <b>Claims</b> defended in accordance with this policy, shall be recoverable as <b>Loss</b> under this policy. The <b>Insurer's</b> consent shall not be unreasonably withheld, provided that the <b>Insurer</b> shall be entitled to exercise all of its rights under the policy.
<i>Insured's Consent</i>	The <b>Insurer</b> may make any settlement of any <b>Claim</b> it deems expedient with respect to any <b>Insured</b> , subject to such <b>Insured's</b> written consent. If any <b>Insured</b> withholds consent to such settlement, the <b>Insurer's</b> liability for all <b>Loss</b> on account of such <b>Claim</b> shall not exceed the amount for which the <b>Insurer</b> could have settled such <b>Claim</b> , plus <b>Defence Costs</b> incurred as of the date such settlement was proposed in writing by the <b>Insurer</b> , less coinsurance (if any) and the applicable <b>Retention</b> .
<i>Cooperation</i>	The <b>Insured</b> will at their own cost: (i) render all reasonable

assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy; (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

*Allocation*

In the event that any **Claim** involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

**PURCHASE AND ADMINISTRATION**

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*Policy Purchase*

In granting cover to the **Insured**, the **Insurer** has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. If the **Insurer** becomes entitled to avoid this policy from inception or from the time of any variation in cover, the **Insurer** may at its discretion maintain this policy in full force but exclude the consequences of and any **Claim** relating to any matter which ought to have been disclosed before inception or any variation in cover.

*Administration*

The **Policyholder** has acted and shall act on behalf of each and every **Insured** with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of **Insureds**; (3) notices; (4) **Premiums**; (5) endorsements; (6) dispute resolution; and (7) payments to any **Insured**.

**LIMIT AND RETENTION**

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*Limit of Liability*

The total amount payable by the **Insurer** under this policy shall not exceed the Limit of Liability. **Sublimits of Liability, Extensions and Defence Costs are part of that amount and shall reduce the Limit of Liability available to pay judgments or settlements. The Limit of Liability for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the Limit of Liability for the Policy Period. The inclusion of more than one Insured under this policy does not operate to increase the total amount payable by the Insurer under this policy. The Lost Documents Extension Sublimit of**

**Liability shall be part of and not in addition to the Limit of Liability.**

*Retention*

The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Retention** is to be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**. **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Insureds** forthwith.

*Other Insurance/  
Indemnification*

Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. If such other insurance is provided by the **Insurer** or any member company or affiliate of Gulf, then the maximum amount payable by GULF under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon an insurer a duty to defend a **Claim, Defence Costs** arising out of such **Claim** shall not be covered under this policy.

**GENERAL PROVISIONS**

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**Assignment**

**This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.**

*Cancellation*

**By Policyholder:**

This policy may be cancelled by the **Policyholder** at any time only by mailing written prior notice to **Insurer** or by surrender of this policy to **Insurer** or its authorized agent. In such case, if no **Claim** has been made and no circumstance has been notified prior to such cancellation; **Insurer** shall retain the pro-rata proportion (unexpired portion of **Premium** less handling charges) of the **Premium**. Otherwise, **Premium** shall not be returnable and shall be deemed fully earned at cancellation.

**By Insurer:**

This policy may be cancelled by the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all **Insureds** at the

date and hour specified in such notice. In such case, the **Insurer** shall be entitled to a *pro-rata* proportion of the **Premium**. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. In case of non-payment of premium, if the **Insured** did not pay the premium within 15 days following the **Insurer's** written demand, the **Insurer** may notify the **Insured** in writing that the policy be cancelled after 21 additional days, unless payment is made within such period.

*Dispute Resolution*

Any lawsuit against the **Insurer** due to disputes or differences concerning the construction or interpretation of the provisions of this policy will be filed in a court that has a jurisdiction over the dispute and located in the headquarters of the **Insurer** or the residence of the agency acting as the intermediary. Any lawsuit against the **Insured** or the **Policyholder** due to disputes or differences concerning the construction or interpretation of the provisions of this policy shall be filed before the court that has a jurisdiction over the dispute and located in the residence of the defendant.

*Insolvency*

Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

*Plurals, Headings and Titles*

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in **bold** typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

GENERAL PROVISIONS (CONTINUED)

*Scope and Governing Law*

Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any **Claim** made against any **Insured** in the Republic of Turkey. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of the Republic of Turkey and in accordance with the English text as it appears in this policy.

*Subrogation*

If any payment is to be made under this policy in respect of a **Claim**, the **Insurer** shall be subrogated to all rights of recovery of the **Insured**. The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide the **Insurer** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The **Insured** shall do

nothing to prejudice these rights. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured** less the cost to the **Insurer** of such recovery. The **Insurer** agrees not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the **Insurer** may, in writing, waive any of its rights set forth in this Subrogation Clause.

*Validity*

This policy is not binding upon the **Insurer** unless it is countersigned on the Schedule by an authorised representative of the **Insurer** or its general agent.

*Applicability of*

*General Conditions* General Conditions for Professional Liability in force as of the Starting Date this Policy shall apply exclusively to the Professional Liability Cover portion of this Policy and, for the purposes of the exclusions only, Article 4 of such General Conditions shall apply. It is the intention of the Parties that no new or revised General Conditions shall apply during the term of this Policy and any extension. Kütahya Çizelgesi, known as TÜRSAB Turizm Tüketicileri Talepleri Değerlendirme Çizelgesi, shall be applicable in respect of any claim covered under this policy.