FIRE INSURANCE GENERAL CONDITIONS

A - SCOPE OF INSURANCE

A.1 - Scope of Insurance

This insurance provides cover, up to the sum insured, for material damage directly caused to the insured property by fire, lightning, explosion, or smoke, steam and heat resulting from fire or explosion.

A.2 - Property Included in the Sum Insured

2.1 - Immovable property:

2.1.1 - Unless otherwise agreed, the sum insured includes outbuildings such as garden houses/auxiliary buildings, garages and water tanks; all fixed installations within or on the buildings; lifts and escalators, lightning conductors, television aerials, satellite equipment and other items forming part of the building; and foundations and retaining walls.

2.1.2 - Garden and perimeter walls, quays, terraces, jetties, fountains, statues outside the building, solar energy systems, cisterns, swimming pools and pool rooms/motor rooms are included in the sum insured only if specified in the policy.

2.1.3 - The value of the land is not taken into account when determining the sum insured.

2.2 - Movable property:

2.2.1 - Property at the insured premises is covered as follows:

(a) Where the insured property is divided into items or groups according to its nature, everything falling within any such item or group is covered.

(b) Where a single sum insured is specified for all insured property, everything falling within the description to which that sum relates is covered, whether or not separately specified in the policy, including subsequent additions by replacement or new purchase.

2.2.2 - Unless otherwise agreed, cover applies only to property belonging to the policyholder and to family members or other persons living with the policyholder, and to the policyholder's employees.

A.3 - Events and Losses That May Be Included by Additional Agreement

3.1 - All loss arising from the following events is excluded, including damage directly caused to the insured property by fire or explosion, or by smoke, steam and heat resulting from fire or explosion. Such events may, however, be included by additional agreement in accordance with these General Conditions and the attached clauses:

3.1.1 - Strikes, lockouts, riots and civil commotion.

3.1.2 - Terrorism.

3.1.3 - Earthquake and volcanic eruption.

3.1.4 - Malicious acts.

3.2 - Loss arising from the following events is excluded, but may be included by additional agreement in accordance with these General Conditions and the attached clauses. Nevertheless, material damage directly caused to the insured property by fire or explosion resulting from these events, or by the smoke, steam and heat resulting from such fire or explosion, is covered even without an additional agreement.

3.2.1 - Weight of snow.

3.2.2 - Flood and inundation.

3.2.3 - Landslide.

3.2.4 - Storm.

3.2.5 - Escape of water.

3.2.6 - Smoke.

3.2.7 - Impact by vehicles:

(a) Land vehicles.

(b) Watercraft.

(c) Aircraft.

3.3 - The following are excluded, but may be included by additional agreement provided that their sums insured are separately specified in the policy:

3.3.1 - Paintings, pictures, books, engravings, writings, sculptures, ornaments, collections, carpets and similar items of artistic or antique value.

3.3.2 - Models, moulds, plans and sketches, patents, documents, business books and similar items.

3.3.3 - Cash, shares and bonds, securities, gold and silver of every kind and jewellery and ornaments made from them, other precious metals and articles made from them, precious stones, pearls and similar items.

3.3.4 - Watercraft, aircraft and motor land vehicles, together with their loads, except while in motion.

3.3.5 - Property held in custody or on loan for use.

3.3.6 - Debris removal expenses.

3.3.7 - Loss of rent and loss of use.

3.3.8 - Fire and explosion liability. This may be included by additional agreement in accordance with these General Conditions and the attached clause.

3.3.9 - All loss arising from environmental pollution of any kind occurring directly or indirectly as a result of the occurrence of risks insured under the insurance contract.

A.4 - Exclusions

The following are excluded from insurance cover:

4.1 - All loss caused by war, warlike events of any kind, invasion, acts of foreign enemies, hostilities, whether war is declared or not, civil war, revolution, rebellion, insurrection, and the policing and military measures necessitated by them.

4.2 - All loss caused by ionising radiation or radioactive contamination arising from any nuclear fuel, nuclear waste resulting from the combustion of nuclear fuel, or causes attributable to them, and by the military and policing measures necessitated by them. For this paragraph, combustion includes any self-sustaining process of nuclear fission.

4.3 - All loss arising from measures taken by public authorities in respect of the insured property.

4.4 - Damage to the insured property caused, without an ensuing fire, by its own inherent defects, fermentation, scorching, or deterioration or scorching occurring within it.

4.5 - Damage arising, without an ensuing fire, from exposing the insured property to fire or heat for processing or another useful purpose; from its falling or being thrown into a stove or similar place containing fire; from scorching or burning without ignition, such as scorch damage to clothing, laundry or other property; or from contact with heating, lighting or ironing appliances, lamps, candles, cigarettes or similar items.

4.6 - Damage to electrically powered motors, electrical or electronic appliances, equipment, installations and cables, while connected to an electrical supply, caused by that current through short circuit, earthing, voltage fluctuations and consequent heating, induced current or similar causes, without an ensuing fire.

4.7 - All damage to insured equipment and motors arising from the inward collapse, rupture or other deformation or deterioration of vessels due to low pressure, or from centrifugal forces and mechanical events.

A.5 - Underinsurance

Where the sum insured specified in the policy is less than the value of the insured interest at the time of damage, and only part of that interest is damaged, the insurer is liable, unless otherwise agreed, only for the proportion of the loss that the sum insured bears to the value at risk.

The policyholder may amend the insurance contract so that the insurer pays the entire loss up to the sum insured without applying the above proportion. Where the policyholder gives written notice of this amendment before the insured event occurs and the insurer provides written approval, the contract is automatically amended, from the day following the date of notification, so that the insurer is liable for the entire loss up to the sum insured. The policyholder shall pay the additional premium specified in the tariff in accordance with the provisions governing payment of the original premium.

A.6 - Overinsurance

If the sum insured exceeds the value of the insured interest, the portion of insurance exceeding that value is invalid. If the insurer becomes aware of this during the insurance period, it shall notify the policyholder, reduce the sum insured and the premium attributable to the excess, and refund the excess premium to the policyholder.

A.7 - Deductibles

It may be agreed that the insurer will not indemnify losses up to a specified amount or a specified percentage of the sum insured, or a specified percentage of the loss. Deductible amounts or percentages so agreed shall be stated in the policy.

A.8 - Commencement and Expiry of Insurance

Unless otherwise agreed, the insurance commences at 12 noon, Turkish Republic of Northern Cyprus time, on the date stated in the policy as the commencement date and, on the date stated as the expiry date, at 12 noon [source sentence incomplete].

B - LOSS AND INDEMNITY

B.1 - Obligations of the Policyholder/Insured Following an Insured Event

When an insured event occurs, the insured or policyholder shall:

1.1 - Notify the insurer no later than two (2) working days after becoming aware of the event, excluding any period spent as an inpatient in a medical institution as a result of injury arising from the event.

1.2 - Take the necessary salvage and protective measures as if uninsured and, for that purpose, comply as far as possible with the insurer's instructions.

1.3 - Permit the insurer or its authorised persons, for reasonable purposes and in an appropriate manner, to enter the damaged buildings and premises, take possession of them, take control of them, place them in safekeeping and undertake measures to reduce the loss.

1.4 - Make no alteration to the affected premises or property except where necessary.

1.5 - At the insurer's request, promptly provide the necessary information and documents reasonably obtainable by the policyholder to establish in detail the causes of the event, determine the amount and evidence of loss, and assist the exercise of rights of recovery.

1.6 - Within a reasonable and appropriate period, provide the insurer with written notification stating the estimated amount of loss.

1.7 - Permit the insurer or its authorised representatives to investigate and inspect the insured premises or property and related documents in order to establish liability, the amount of indemnity and rights of recovery.

1.8 - Notify the insurer of any other insurance contracts covering the insured premises or property.

B.2 - Protective Measures and Salvage

When a risk covered by the policy occurs, the insured or policyholder shall take measures to prevent, reduce and mitigate the loss. The insurer shall pay the expenses of such measures even if they prove unsuccessful. Where there is underinsurance, the insurer shall pay these expenses in the proportion that the sum insured bears to the value at risk.

The insurer shall also cover loss arising from damage to or disappearance of insured property during firefighting, containment, or demolition and evacuation required for firefighting, containment or salvage.

B.3 - Rights and Obligations of the Insurer Following an Insured Event

When an insured event occurs, the insurer or its authorised persons may enter damaged buildings and premises in a reasonable and appropriate manner to safeguard the insured buildings and property and reduce the loss. It may require the insured buildings or property to be delivered into its possession. By doing so, the insurer assumes no obligation and does not waive any right to rely on any term or condition of this policy.

Insured property, whether damaged or not, may not be abandoned to the insurer in whole or in part without its consent. The insurer's entry into insured buildings or premises, or its taking possession, control or custody of insured buildings or property under this article, does not constitute evidence that it has accepted the policyholder's request to abandon the damaged property.

Within one month after receiving the documents concerning the amount of loss, the insurer shall complete its necessary investigations, determine the amounts of loss and indemnity, and notify the insured.

B.4 - Assessment of Loss

The amount of damage to property insured under this contract shall be determined by agreement between the parties.

If the parties cannot agree on the amount of loss, they have the right to obtain an alternative loss assessment. The fees and/or expenses of any loss adjuster and/or expert appointed during the assessment shall be paid by the appointing party. The parties are also free to apply to the Insurance Arbitration Commission and/or the competent court.

Loss adjusters and/or experts may request any evidence they consider necessary to establish the amount of loss, and records and documents useful for establishing the value of the insured property at the time of the event, and may inspect the loss location.

Determination of the amount of loss does not affect the terms and conditions of this contract or applicable legislation, or the right to rely on them.

B.5 - Calculation of Indemnity

5.1 - Indemnity shall be calculated on the indemnifiable value (current market value) of the insured property at the time of the event. However, the policyholder and insurer may agree that the policy is issued on a replacement cost (new value) basis. In that case, this basis shall be expressly stated in the policy.

5.1.1 - Under policies issued on a current market value basis, deductions shall be made for depreciation, wear and tear, use and other reductions in value affecting the covered property. Any distinct improvement in efficiency or quality of new replacements shall also be deducted from the indemnity payable.

5.1.2 - Under policies issued on a new value basis, meaning the cost of replacement with new property including transport, installation, customs duties, taxes, levies and fees, indemnity for covered property shall be calculated as follows:

(a) Provided that the maximum depreciation, wear and tear or usage percentage, or age, stated in the policy is not exceeded, the replacement cost shall be based on the cost of rebuilding or purchasing the insured property at the place and date of the event. The insurer's rights to deductions for underinsurance, salvage and distinct technological differences are reserved.

(b) If the maximum depreciation, wear and tear or usage percentage, or age, stated in the policy is exceeded, indemnity shall be calculated on a current market value basis.

5.2 - Agreed Value

If, when the contract is concluded or during the insurance period, the value of the insured building, fixed installations, machinery, fixtures and fittings or household contents is determined by a loss adjuster and/or expert selected unanimously by the policyholder and insurer, and is accepted by the parties, neither party may dispute that value when calculating indemnity following an insured event. A valuation schedule established for an agreed value contract is valid for an insurance period of no more than one year.

The expenses and fees of the loss adjuster and/or expert shall be borne by the party requesting an agreed value contract. Commercial stock may not be insured on an agreed value basis.

B.6 - Payment of Indemnity

6.1 - The insurer's liability is limited to the single sum insured where one sum applies to all insured property, or to the respective sums insured for the items or groups where the property is divided into items or groups according to its nature.

6.2 - If the insured property is covered by more than one insurance, the insurer shall pay its share after the amount of indemnity has been determined under the law and this policy. The special characteristics and obligations of the respective insurance contracts shall be taken into account reciprocally.

6.3 - If, at the time of the event, the insured property is covered under both a fire policy and a cargo/transit policy, the fire insurer's liability shall attach after the cargo/transit insurer's liability.

B.7 - Reduction or Forfeiture of the Right to Indemnity

7.1 - If the policyholder/insured fails to fulfil the obligations applicable following an insured event and the amount of loss increases as a result, that increase shall be deducted from the indemnity payable by the insurer.

7.2 - If the policyholder/insured intentionally causes the insured event or intentionally acts to increase the amount of loss, all rights arising under this policy shall be forfeited.

B.8 - Consequences of Loss and Indemnity

8.1 - The insurer shall pay the finalised amount of indemnity within no more than 30 days to the insured or, where the insured and policyholder named in the policy differ, to the policyholder with the insured's consent.

8.2 - Where the insured property suffers loss or damage as a result of a third party's fault and/or negligence and/or wrongful act, the insurer shall make good the insured's loss. The insurer shall then be subrogated to the insured's rights to the extent of the indemnity paid.

8.3 - In respect of recovery of loss or damage paid to the insured under this article, the insurer shall first pursue, within policy limits, the insurance company providing cover where the third party has an insurance policy for the relevant risk. If the third party has no insurance policy, recovery shall be pursued against the third party at fault.

8.4 - If the loss or damage paid to the insured under this article is not reimbursed by the insurance company at fault and/or the third party, the insurer is free to bring proceedings against the third party at fault through the insured.

8.5 - In proceedings that may be brought against third parties under applicable legislation in connection with the insurer's recovery claims, the insured shall, with all expenses borne by the insurer, authorise the insurer's lawyer, sign litigation documents requested by the insurer or its lawyer, provide reasonably obtainable information and documents useful for the proceedings, attend court and/or give evidence. The insured is free to appoint any lawyer of their choice, at their own expense, to act together with the insurer's lawyer in bringing the proceedings.

8.6 - If the insured acts culpably in relation to this article and prevents the insurer from recovering from third parties the loss or damage it has paid, the insured declares and undertakes to indemnify the insurer by repaying the indemnity paid for the relevant risk, together with statutory interest.

8.7 - Cover shall terminate if the occurrence of an insured risk results in a total loss. In the event of a partial loss, the sum insured shall be reduced by the amount of indemnity paid, effective from the date of the event. The same method applies where the sum insured is divided into items or groups according to the nature of the property. Where the sum insured has been reduced, it may be increased from the date requested by the policyholder, subject to the insurer's agreement and payment of a premium calculated on a daily basis.

C - MISCELLANEOUS PROVISIONS

C.1 - Payment of Premium and Commencement of the Insurer's Liability

The full premium, or the deposit (first instalment) if payment by instalments is agreed, shall be paid immediately upon conclusion of the contract and no later than delivery of the policy. Unless otherwise agreed, the insurer's liability shall not commence until the premium or deposit is paid, even if the policy has been delivered; this shall be stated on the face of the policy.

Where payment by instalments is agreed, the exact due dates, amounts and consequences of non-payment on the due date shall be stated in the policy or notified in writing to the policyholder/insured together with the policy.

If the policyholder fails to pay any premium instalment by the end of its due date, as specified in the policy or notified in writing, the policyholder shall be in default. If the outstanding premium is not paid within 15 days following the date of default, the insurance contract shall be deemed terminated without any notice being required.

Provided that this is stated on the face of the policy, upon occurrence of an insured event, premium instalments not yet due shall become immediately payable to the extent that they do not exceed the indemnity the insurer is obliged to pay.

Where the contract is deemed terminated under this article, the premium corresponding to the period during which the insurer remained liable shall be calculated on a daily basis and any excess refunded to the policyholder.

C.2 - Policyholder's Duty of Disclosure at Inception

2.1 - The insurer has entered into this contract on the basis of the policyholder's declarations in the proposal form or, where there is no proposal form, in the policy and its attachments.

2.2 - If the policyholder's declarations are inaccurate or incomplete in circumstances that would have caused the insurer not to enter into the contract, or to enter into it on more onerous terms:

The insurer may withdraw from the contract within one month after becoming aware of the circumstances, or keep the contract in force and request an additional premium in writing within the same period. If the policyholder gives written notice within eight days that the additional premium is not accepted, the contract shall be terminated.

The premium for the period up to the effective date of withdrawal or termination shall be calculated on a daily basis and any excess refunded.

2.3 - If the risk occurs before the insurer becomes aware of the circumstances, during the period within which the insurer may withdraw or terminate, or during the period before withdrawal or termination takes effect, the insurer shall pay indemnity in the proportion that the premium charged bears to the premium that should have been charged.

2.4 - Any right to withdraw or request an additional premium not exercised within the prescribed period shall lapse.

C.3 - Policyholder's Duty of Notification During the Insurance Period and Its Consequences

3.1 - If, after conclusion of the contract, the insured/policyholder changes the location or condition of the insured property stated in the proposal form or, where there is no proposal form, in the policy and its attachments, without the insurer's consent, the policyholder shall notify the insurer in writing within eight days.

3.2 - After the insurer becomes aware of the circumstances:

3.2.1 - If the change is such that the insurer would not have entered into the contract or would have entered into it on more onerous terms:

3.2.1.1 - Within eight days, the insurer shall terminate the contract or keep it in force by requesting an additional premium. If the policyholder gives written notice within eight days that the additional premium is not accepted, the contract shall be terminated.

The premium for the period up to the effective date of termination shall be calculated on a daily basis and any excess refunded. Any right to terminate or request an additional premium not exercised within the prescribed period shall lapse.

3.2.1.2 - If, after becoming aware that the location or condition of the insured property stated in the proposal form or, where there is no proposal form, in the policy and its attachments has changed, the insurer acts in a manner indicating acceptance of continuation of the contract on the same terms, such as collecting the premium, the right to terminate shall lapse.

3.2.2 - If the change reduces the risk and calls for a lower premium:

The insurer shall refund to the policyholder the premium difference calculated on a daily basis for the period from the date of the change until expiry of the contract.

3.2.3 - If the changes are such that the insurer would not have entered into the contract or would have entered into it on more onerous terms, and the risk occurs:

3.2.3.1 - Before the insurer becomes aware of the circumstances;

3.2.3.2 - During the period within which the insurer may give notice of termination; or

3.2.3.3 - During the period before the termination notice takes effect;

the insurer shall pay indemnity in the proportion that the premium charged bears to the premium that should have been charged.

C.4 - Multiple Insurance

If the policyholder enters into another insurance contract with another insurer covering the insured property against the same risks for an overlapping period, the policyholder shall immediately notify in writing the other insurers with whom contracts have been concluded.

The insurer may terminate the contract within eight (8) days after becoming aware of the circumstances. Any right to terminate not exercised within that period shall lapse.

C.5 - Change in the Holder of the Insured Interest

5.1 - If the holder of the insured interest changes during the contract period in accordance with applicable legislation, the insurance contract/policy shall terminate automatically at the time of that change. The premium for the period up to the effective date of termination shall be calculated on a daily basis and any excess refunded to the insured/policyholder.

5.2 - Upon the death of the insured/policyholder, the insurance contract/policy shall remain in force, and all rights, debts and other obligations arising under it shall pass to the heirs and/or successors. The new right holder shall notify the insurer within fifteen (15) days after learning of the insurance. The insurer may terminate the contract within eight (8) days after learning of the change, and the new right holder within eight (8) days after learning of the insurance. The premium for the period up to the effective date of termination shall be calculated on a daily basis and any excess refunded. Any right to terminate not exercised within the prescribed period shall lapse.

C.6 - Insured Location and Changes to It

Insurance cover applies to the location or locations specified in the insurance contract. If the location of the insured property changes, article C.3 shall apply.

C.7 - Service of Notices and Notifications

Notices from the policyholder/insured shall be delivered to the insurance company's head office by hand against signed acknowledgement and/or by registered letter.

Notices from the insurer shall be delivered by hand against signed acknowledgement and/or by registered letter to the policyholder's/insured's address stated in the policy or, if that address has changed, to the last notified address, and/or to the email address recorded in the policy.

A termination notice issued by the insurer shall take effect at 12 noon three days after the registered letter is posted, the written notice is delivered by hand against signed acknowledgement, or the email is sent. A termination notice issued by the policyholder/insured shall take effect at 12 noon on the day following posting of the registered letter or delivery by hand against signed acknowledgement.

C.8 - Confidentiality

The insurer and persons acting on its behalf shall be liable for loss arising from failure to keep confidential any secrets of the insured or policyholder learned through conclusion of this contract.

C.9 - Competent Court

In disputes arising from this insurance contract, proceedings against the insurer shall fall within the jurisdiction of the courts competent to hear such proceedings at the location of the insurance company's registered head office address. Proceedings brought by the insurer shall fall within the jurisdiction of the competent courts at the defendant's place of residence.

Before applying to the courts, the insurer, the insured/policyholder, and persons and/or institutions benefiting from any insurance contract have the right to apply to the Insurance Arbitration Commission pursuant to article 67 of the Insurance Services (Regulation and Supervision) Law No. 60/2010.

C.10 - Limitation Period

All claims arising from the insurance contract shall be subject to the limitation periods prescribed by the relevant laws in force on the date the policy is issued.

C.11 - Special Conditions

Special conditions appropriate to the nature of the business may be included in insurance contracts. Such conditions shall be clearly stated in the insurance contract under the heading of special conditions in a manner that does not give rise to misunderstanding.

STRIKES, LOCKOUTS, RIOTS AND CIVIL COMMOTION CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to all direct damage to insured property arising from events occurring during strikes, lockouts, labour disputes, riots or civil commotion, whether or not they cause fire, and from interventions by competent authorities to prevent such events or reduce their effects.

Exclusions

Indirect losses, such as reduced production, soiling, rusting, decay or loss of quality of insured property, are excluded even if they occur during the events covered by this clause. This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

MALICIOUS ACTS CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to all direct damage to insured property caused by malicious acts of any person other than the insured or the insured's ascendants and descendants, unrelated to the events specified in the Strikes, Lockouts, Riots and Civil Commotion Clause, and by interventions of competent authorities to prevent such acts or reduce their effects. This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

TERRORISM CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to damage to insured property arising from acts declared to be terrorism by the State of the Turkish Republic of Northern Cyprus and/or acts determined to be terrorism under legislation in force in the Turkish Republic of Northern Cyprus, sabotage arising from such acts, and interventions by competent authorities to prevent them or reduce their effects.

All loss arising from biological and/or chemical contamination, infection or poisoning that renders insured property partly or wholly unusable is excluded, even where it occurs as a direct or indirect consequence of the events covered by this clause.

EARTHQUAKE AND VOLCANIC ERUPTION CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to all loss caused directly or indirectly by earthquake, seaquake (tsunami) and volcanic eruption, including loss resulting from fire, explosion, landslide or ground subsidence, and to foundations and retaining walls.

Exclusions

Notwithstanding the Fire Insurance General Conditions, loss arising from disappearance of insured property during fire or explosion caused by earthquake or volcanic eruption is excluded.

Deductible

For damage other than fire caused by earthquake or volcanic eruption, insurers shall be liable only for the part of the loss occurring within a continuous period of 72 hours that exceeds TRY ... .

Conditions

1 - The policyholder shall notify the insurer after the end of the 72-hour period and, in any event, no later than five days after becoming aware of the event.

2 - This earthquake cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

STORM CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused solely by storm, meaning wind exceeding 17.1 metres per second (Beaufort force 7) at a height of 10 metres, whether accompanied by rain, snow or hail or not, or by impact from objects carried or thrown by the wind during a storm.

Exclusions

All direct damage to the insured property caused by the rising of seas, rivers, streams or canals for any reason, including storm, is excluded. This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

WEIGHT OF SNOW CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to:

1 - Direct damage to the insured building and its contents caused by the weight, sliding and/or falling of snow or ice accumulated on the roof following heavy snowfall.

2 - Damage to insured property inside the building caused by wetting from snow, hail or rain as a consequence of roof damage caused by the weight of snow.

Exclusions

1 - Damage caused by snow, hail, rain or melting snow seeping into the building without damage to the roof caused by the weight of snow.

2 - Damage to property in the open.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

FLOOD OR INUNDATION CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused by:

1 - Overflowing of rivers, watercourses, streams and canals near the insured property.

2 - Rising of the sea other than as a result of tides or seaquake (tsunami).

3 - Flood or inundation resulting from precipitation.

4 - Backflow of foul water from sewers and septic tanks as a result of precipitation.

5 - Groundwater, for any reason whatsoever.

Exclusions

1 - Damage resulting from bursting water pipes inside or outside the building, or bursting or overflowing water tanks.

2 - Damage resulting from bursting central heating installations, escape of water, or overflowing rainwater channels and gutters.

3 - Damage caused by landslide, even where resulting from flood or inundation.

4 - Damage caused by backflow of foul water from sewers and septic tanks within the insured location, unless caused by precipitation.

5 - All damage caused by rising of the sea resulting from tides or seaquake (tsunami).

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

LANDSLIDE CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused by landslide or ground subsidence on the land on which the insured building stands or in its vicinity, including damage from landslide and ground subsidence caused by flood or inundation.

Excluded Unless Otherwise Agreed

Damage arising from landslide or ground subsidence caused by excavation in the vicinity of the insured building.

Exclusions

1 - Damage arising from landslide and ground subsidence caused by earthquake or volcanic eruption.

2 - Damage arising from normal settlement of the building independently of the landslide risk.

3 - Landslide affecting the insured property established by official authorities before commencement of the insurance.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

ESCAPE OF WATER CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to:

1 - Damage directly caused by bursting, overflowing, leaking, blockage, breakage or freezing of water tanks and cisterns, water pipes, central heating boilers, radiators and pipes, and fresh-water or wastewater installations within the insured building.

2 - Damage directly caused by rainwater or water from melting snow or ice seeping through the roof or eaves, or entering the building as a result of blocked or overflowing gutters or rainwater channels.

3 - Damage directly caused by overflowing water from taps inadvertently left running.

4 - Damage caused by freezing to installations and connected appliances, and the costs of opening up and making good walls to repair installations that have caused covered damage.

5 - Damage directly caused by backflow of foul water from sewers and septic tanks, provided that it is not caused by precipitation.

6 - Damage caused by failure of the municipal water supply network.

The above water installations shall be checked regularly, necessary repairs carried out in good time, and necessary precautions against freezing taken at the beginning of winter. If the building is left unoccupied for a prolonged period, the main stopcock supplying the water installations shall be closed and the installations drained.

Exclusions

1 - Damage such as deterioration, wear and ageing to installations and connected appliances, except where caused by freezing.

2 - Damage caused by water entering through chimney openings, openings left in the roof, or windows and doors left open.

3 - Costs of removing snow or ice.

4 - Damage caused by rainwater or snowmelt seeping and/or entering through the building's external walls, terrace, windows, doors or their frames/openings due to inadequate or failed waterproofing; and damage arising from gradual dampness, condensation caused by temperature differences, mould and similar causes.

5 - Damage caused by groundwater entering the insured location for any reason.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

LAND VEHICLES CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused by impact by motorised or non-motorised land vehicles.

Exclusions

Damage caused by aircraft [as stated in the source] operated by the insured, the insured's ascendants or descendants, or persons employed by the insured or for whose acts and conduct the insured is responsible.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

AIRCRAFT CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused by impact or crashing of aeroplanes and other aircraft, or by parts or objects falling from them.

Exclusions

Damage caused by watercraft [as stated in the source] operated by the insured, the insured's ascendants or descendants, or persons employed by the insured or for whose acts and conduct the insured is responsible.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

WATERCRAFT CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused by impact by motorised or non-motorised watercraft.

Exclusions

Damage caused by vehicles operated by the insured, the insured's ascendants or descendants, or persons employed by the insured or for whose acts and conduct the insured is responsible.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

SMOKE CLAUSE

(Clause to be attached to the fire policy when granted with fire insurance.) Subject to the provisions of the Fire Insurance General Conditions, cover is extended to direct damage to insured property caused by smoke arising solely from sudden, unusual or defective operation of heating and cooking appliances connected to a chimney by a pipe or duct.

Exclusions

1 - Damage caused by unusual emissions of smoke from stoves and fireplaces.

2 - Smoke damage to the exterior of buildings and to property in the open.

This cover is granted on the basis of the policyholder's written and signed answers to questions relating to this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

FIRE AND EXPLOSION LIABILITY

(Clause to be attached to the fire policy when granted with fire insurance.) The additional covers in this clause may be granted together or separately. Subject to the provisions of the Fire Insurance General Conditions:

1.1 - Tenant's Liability to the Owner

This insurance covers, up to the amount specified in the policy, loss arising from damage caused by the tenant to the rented premises or from causing loss of rent or loss of use.

For liability of the tenant to the owner arising from damage to the rented premises, indemnity shall be based on the building's construction value at prices prevailing at the place and date of loss, less depreciation accrued since construction. If the building is not to be rebuilt, indemnity shall not exceed its purchase and sale value on the working day immediately preceding the loss, less the value of the land. For liability arising from loss of rent or loss of use, indemnity shall be based on the rent attributable to the period determined for repair or rebuilding of the portions rented at the date of loss, subject to a maximum of one year.

1.2 - Owner's Liability to the Tenant

The owner's liability to the tenant covers legal liability arising from the rented building. Indemnity shall be based on the value of the tenant's belongings and stock as determined under the Fire Insurance General Conditions and shall in all cases be limited to the amount of cover stated in the policy.

1.3 - Owner's or Tenant's Liability to Neighbours

The owner's or tenant's liability to neighbours covers damage to neighbouring buildings and property caused by the spread of fire or explosion damage. For liability arising from such damage to neighbours, the value used to calculate the damage and the indemnity payable to make it good shall be the value of the building and contents determined under the Fire Insurance General Conditions. In all cases, indemnity shall not exceed the amount of cover stated in the policy.

TRANSLATION NOTES

These notes identify issues in the supplied Turkish text. They are editorial notes and do not form part of the translated insurance conditions.

1 - Article A.8 ends mid-sentence after the second reference to 12 noon. The incomplete sentence is marked in the translation; the missing final wording has not been supplied.

2 - The exclusion under the Land Vehicles Clause refers to aircraft in the Turkish source. That reference has been retained and marked, rather than changed to land vehicles.

3 - The exclusion under the Aircraft Clause refers to watercraft in the Turkish source. That reference has been retained and marked, rather than changed to aircraft.

4 - The exclusion under the Watercraft Clause uses the general word for vehicles. That wording has been retained.

5 - The earthquake deductible amount is left blank in the Turkish source as "... TL". The translation retains the blank amount as "TRY ...".

6 - The supplied text contains different notification periods in B.1.1 and the Earthquake and Volcanic Eruption Clause. Both periods have been retained as written.