Travel Health Insurance General Conditions

Effective date: 1 March 2006
English translation of the Turkish source

Article 1 | Scope of Insurance

Travel health insurance is a form of private insurance that protects persons travelling domestically, abroad or from abroad into the country, by any mode of transport, against health risks they may encounter during their trip.

The insurer provides the insured with the benefits specified in the policy in the event of an accident or an illness unrelated to a pre-existing condition, provided the event occurs during the trip, within both the policy validity period and the planned travel period.

Article 2 | Period of Insurance

For outbound travel, cover begins when departure from the country is established by passport records and ends when re-entry into the country is established by passport records. For inbound travel, cover begins when entry into the country is established by passport records and ends when departure from the country is established by passport records.

For domestic travel, the start and end of the period of insurance are specified in the policy.

Article 3 | Assistance Provider

Insurance companies provide the services associated with the benefits under travel health insurance. Where necessary, the insurer may delegate the provision of these services to an individual or company providing assistance under a service procurement agreement.

Article 4 | Policy Cancellation

If the purchaser of travel health insurance is unable to travel, they may cancel the policy and obtain a refund of the premium paid, provided they give notice at least 24 hours before the policy start date and return the policy to the insurer.

Article 5 | Minimum Required Benefits

Policies issued by insurers must include at least the following benefits. The insurer must specify the limits for these benefits in the policy.

Medical treatment for sudden medical conditions and illnesses

If the insured suddenly falls ill or is injured in circumstances covered by the policy, the insurer pays hospital, surgical and treatment expenses, as well as the cost of medication prescribed by the attending physician, up to the policy limits.

Transport or transfer to the nearest healthcare facility able to provide treatment

If the insured suddenly falls ill or is injured in circumstances covered by the policy, the insurer arranges transport to the nearest healthcare institution or facility by the means most appropriate to the insured's medical condition.

If the facility lacks the equipment or medical team needed to treat the insured, the insurer must arrange a transfer to another healthcare institution or facility suited to the insured's medical condition.

Transport to the insured's residence after discharge

If the insured is discharged after completing inpatient treatment involving surgery at a medical centre for an illness or injury covered by the policy, and the treating physician determines that the insured cannot continue the trip and cannot use the original means of transport to return home, the insurer pays the necessary cost of transport to the insured's residence in accordance with the policy terms. The means of transport must be determined by the treating physician and be the most appropriate for the insured's medical condition.

Transport of the deceased insured

If the insured dies as a result of a sudden illness or injury covered by the policy, the insurer arranges transport of the remains to the requested address and pays the resulting expenses.

Article 6 | Additional Benefits

Insurers may provide benefits beyond the minimum required benefits in their Special Conditions.

Article 7 | Premium Payment and Consequences of Non-Payment

The full premium is payable upon conclusion of the insurance contract, against delivery of the policy. Unless otherwise agreed, the insurer's liability does not commence until the premium has been paid, even if the policy has already been delivered.

Article 8 | General Conditions

For any claim, the insurer's obligation to pay and the insured's right to claim are subject to their compliance with the policy terms.

For any claim under this policy, the insured shall take the following steps.

a) Take all reasonable measures to minimise the loss.

b) Notify the insurer and/or the assistance provider as soon as possible. If the insurer cannot be reached to obtain approval, the insured may go to the nearest emergency healthcare institution or facility. In that event, the insured shall provide the insurer with information about their condition and the services received. The insured must submit the original documents and receipts evidencing the incident.

c) Provide all information and documents necessary for the insurer to deliver the service in full, including hospital reports, prescriptions, medical test reports, receipts and invoices.

Article 9 | General Exclusions

This insurance excludes cases arising directly or indirectly from the following circumstances.

a) Fraudulent acts by the insured making a claim under this policy.

b) Losses resulting from natural disasters such as flooding, inundation, earthquakes, volcanic eruptions, landslides, storms and meteorite impacts.

c) War or warlike operations, revolution, rebellion, uprising and resulting civil disturbances.

d) Acts of terrorism and sabotage specified in Anti-Terror Law No. 3713, and interventions by competent authorities to prevent such acts or mitigate their effects.

e) Nuclear risks, the use of nuclear, biological or chemical weapons, and any attack or sabotage causing the release of nuclear, biological or chemical substances.

f) Operations by armed forces, security forces or their organisations.

g) Acts by which the insured knowingly exposes themselves to serious danger, except when rescuing persons or property in danger.

h) Deliberate acts by the insured.

i) Illnesses or pathological conditions arising from the voluntary consumption of alcohol, medicines, toxic substances, narcotics or medicinal products outside a medical prescription.

j) A medical condition that a qualified physician determines during the policy validity period to have existed before the policy start date, or an acute episode arising from that condition.

k) Congenital diseases, including diseases that develop during pregnancy or result from genetic factors.

l) Suicide or attempted suicide.

m) Mental illnesses, psychological disorders and epidemic diseases.

n) Participation in any of the following activities: races, rallies or similar trials of any kind, hunting or fishing other than angling, deep scuba diving or deep freediving, navigation in international waters in vessels not designed for

public passenger transport, horse riding, mountaineering, shooting practice, boxing, wrestling of any kind, martial arts, parachuting, hot-air ballooning, free fall, paragliding and any other sport or recreational activity generally known to be dangerous.

o) Participation in races or tournaments organised by sports federations or similar organisations.

p) Skiing, unless cover for skiing has been expressly agreed.

r) Use, as a passenger or crew member, of an aircraft not authorised to carry passengers or of a helicopter, and use of a motorcycle.

s) Drowning, unless it results from an accident covered by the insurance.

The circumstances listed in paragraphs b, j, m, n, o, p and s of this article may be covered under the Special Conditions.

Article 10 | Multiple Insurance

If the insured enters into another insurance contract with another insurer covering the same risks for the same period, the insured must immediately notify the insurers.

Where more than one insurer is involved, the insurers pay treatment expenses in the order in which their policies were issued.

Article 11 | Notices

The insured shall send notices to the insurer's head office or to the agent that arranged the insurance contract, through a notary or by registered letter.

The insurer shall give notice in the same manner to the insured at the address stated in the policy or, if that address has changed, at the last address notified to the insurer.

Notices delivered by hand against signature or sent by telegram have the same effect as notices sent by registered letter.

Article 12 | Confidentiality

The insurer and those acting on its behalf are liable for losses arising from any failure to keep confidential information about the insured that they learn as a result of entering into this contract.

Article 13 | Competent Court

For disputes arising out of this insurance contract, any action against the insurer shall be brought before the court with jurisdiction over commercial matters in the place where the insurer's head office or the agent that arranged the contract is domiciled. Any action brought by the insurer shall be brought before the court with jurisdiction over commercial matters in the place where the defendant is domiciled.

Article 14 | Limitation Period

All claims arising out of the insurance contract are time-barred after two years.

Article 15 | Special Conditions

Insurers may apply Special Conditions to these General Conditions, provided they do not disadvantage the insured or narrow the scope of cover.

Article 16 | Entry into Force

These General Conditions enter into force on 1 March 2006.