

Welcome to CAN Premier Home Insurance

Your Policy Guide

How to Apply for a Home Insurance Quotation

Complete the online form in six steps. Have the property details, proposed sums insured and contact information ready.

cansigorta.com/en/home-insurance-offer

01 Property

Enter the address, construction year, property type, construction type and total floor area.

02 Building & contents

Enter rebuilding and contents values, room and floor counts, occupation and security details.

03 Risks

Select the covers requested for the quotation.

04 Personal details

Enter name, nationality, ID or passport number, email, telephone and ownership status.

05 Photos

Photos are optional. The form recommends at least five property photographs.

06 Declaration & submission

Check the information, enter the full-name signature, choose contact preferences and select “Submit Quote Request”.

After submission

CAN reviews the request and responds with a quotation. Submission alone does not activate insurance; cover depends on accepted terms and policy commencement.

Understanding Underinsurance

Why the sum insured matters when a claim is settled

Underinsurance arises when the sum insured is lower than the actual value at risk at the time of damage. For a partial loss, the policy's proportional rule can reduce the payment by the same proportion. A small claim can therefore be reduced even when it is below the sum insured.

The proportional rule

Claim payment = Loss × Sum insured ÷ Actual value at risk

Example: an insured building

Actual rebuilding value at the date of loss	**GBP 200,000**
Buildings sum insured	**GBP 100,000**
Proportion insured	**50%**
Covered partial damage	**GBP 20,000**
Payment after the underinsurance reduction	**GBP 10,000**

The building is insured for half its rebuilding value, so half the covered partial loss is payable. The remaining GBP 10,000 stays with the insured. This example assumes no other adjustment, limit or applicable deductible.

Choosing the correct value

Buildings: use the full rebuilding cost at the insured location, including declared structures, fixed installations and accepted associated costs. Land value and the property's sale price are not the rebuilding value.

Contents and equipment: use the valuation basis required by each section. Equipment may need to be insured at new replacement value even where a total-loss payment is based on its pre-loss market value. Check separate sums for pools, valuables and other declared groups.

Zero excess does not remove underinsurance

An excess and an underinsurance reduction are different. A claim with no excess can still be reduced for underinsurance. Any waiver must be agreed before the loss and recorded by endorsement; the policy's approval and premium requirements apply.

Welcome to CAN Premier Home

Your Policy Guide | October 2026

A home in North Cyprus may be a permanent residence, a holiday home, a let property or accommodation used by paying guests. The Policy Schedule confirms the insured address, accepted use, selected cover, sums insured, limits and endorsements. Benefits apply only where the corresponding cover is insured.

Cover and declared property

Buildings, household contents, valuable items, swimming pools, landscape and garden property, renewable energy systems, machinery breakdown, electronic equipment, glass, liability and additional perils are addressed in the Special Conditions. Optional cover is not automatic. Pools have a separate sum insured. External property and items of special value must meet the applicable declaration and inclusion requirements.

Sums insured and settlement

Buildings sums insured should reflect rebuilding cost rather than purchase price or land value. Contents and equipment values must follow their applicable valuation provisions. Underinsurance can proportionately reduce payment. Replacement cost, depreciation and total-loss settlement differ by section: electrical and electronic equipment total losses are settled on pre-loss market value, not automatically on the cost of new equipment.

Excesses

All insured claims other than earthquake and volcanic eruption: no excess, co-insurance or insured contribution. Earthquake and volcanic eruption: 2% of the sum insured for each building and 5% for each separately insured contents group, applied separately. Each 72-hour period is one occurrence. The detailed deductible clause appears in the Special Conditions.

Holiday homes and rental use

Declare extended absence, long-term letting and short-term or holiday letting. The escape-of-water clause requires the main water valve to be closed and the system drained during extended unoccupancy. Guest accidental damage and guest theft depend on the declared use and relevant extension. Retain inventories, photographs, booking records and incident evidence. Confirmed short-term rental income cover is GBP 1,500 per month for up to two months, with an aggregate limit of GBP 3,000, subject to the clause and its exclusions.

Following damage

Protect people and take reasonable steps to prevent further damage. Notify CAN promptly, photograph the scene and retain reports, invoices, estimates and damaged property where practicable. Obtain prior approval through the 24-hour helpline for the cleaning and emergency intervention extensions that require it. The detailed policy conditions govern notification and evidence.

Policy Excesses

Zero excess outside earthquake and volcanic eruption

No excess, co-insurance or policyholder contribution applies to insured losses covered by the policy, except for earthquake and volcanic eruption.

Fire, lightning and explosion	**ZERO EXCESS**
Escape of water and water leaks	**ZERO EXCESS**
Flood and inundation	**ZERO EXCESS**
Storm and hail	**ZERO EXCESS**
Theft and attempted theft	**ZERO EXCESS**
Glass breakage	**ZERO EXCESS**
Electronic devices and electrical household appliances	**ZERO EXCESS**
Machinery breakdown	**ZERO EXCESS**
Accidental damage	**ZERO EXCESS**
Landslip and subsidence	**ZERO EXCESS**
Impact by land vehicles, aircraft and watercraft	**ZERO EXCESS**
Smoke damage	**ZERO EXCESS**
Malicious acts	**ZERO EXCESS**
Strike, lockout, riot and civil commotion	**ZERO EXCESS**
Terrorism	**ZERO EXCESS**
Loss of rent and liability cover	**ZERO EXCESS**

Earthquake and volcanic eruption

Buildings: 2% of each building’s own sum insured.

Contents: 5% of the sum insured for each separately insured contents group.

Each 72-hour period is treated as one event for excess purposes.

Only covers shown as insured in the policy schedule apply. The relevant limits, exclusions, special conditions and general conditions remain applicable. A zero excess does not remove any reduction that may apply because of underinsurance.

Digital Home Damage Assessment

When damage occurs, a live video call allows the initial assessment to begin without waiting for a site visit. CAN uses this method to provide immediate practical solutions for approximately 80% of home damage cases, excluding major losses.

1. Report the incident. Provide contact details, the damaged property address, incident date and a short description. The policy number and photographs are optional.

2. Connect by video. Choose a WhatsApp video call or a scheduled Zoom meeting. The operations centre arranges the connection; the assessor guides views of the affected area, both overall and in detail.

3. Agree the next steps. The assessment records the initial damage, identifies action to prevent further loss and clarifies the photographs, documents or technical reports required. Major or complex losses are referred for on-site inspection and further assessment.

A charged camera phone and internet connection are needed. An authorised person can attend if the policyholder is away. Only safely accessible areas are examined. Cover and compensation remain subject to the claim findings and policy terms.

cansigorta.com/en/digital-home-damage-assessment

Emergency and claims contacts

24-hour emergency line: +90 533 869 8222. Claims department: 0392 444 0777.

Keeping cover current

Report changes to ownership, occupancy, use, security, property values, extensions and external structures. Notify structural works and changes that materially increase the risk before work begins. Continued or extended cover may require written approval, additional premium and an endorsement. Check the Schedule and retain declarations, valuations, photographs and purchase evidence.

Digital Assessment Before Policy Issue

During the insurance application stage, a video assessment helps identify the property and cover requirements by showing its interior and exterior.

1. Request an appointment. Select a day and available time in the online calendar, enter contact details and any optional property information, then review and confirm the request.

2. Receive confirmation. CAN contacts the applicant to confirm the appointment. The meeting link and connection details are sent to the contact details provided.

3. Prepare the property. Arrange access to the interior and exterior, a charged phone and a reliable internet connection. Keep title deed or tenancy agreement details available, if held.

4. Walk through by video. A representative guides the call and asks to see the property. The information supports assessment of the cover required before policy preparation.

Appointments are arranged in daylight so external conditions can be viewed. Assessment supports the application; insurance begins only in accordance with the accepted policy terms.

cansigorta.com/en/digital-assessment

Special Conditions and Extensions

The following is the complete special-clause wording supplied for this edition, with the agreed zero-excess amendments. Read it with the issued Policy Schedule, endorsements and applicable General Conditions. Customer identity, premium and example schedule sums insured are excluded from this guide. Stated limits within the clauses are retained.

Applicable General Conditions

Fire Insurance; Machinery Breakdown Insurance; Electronic Equipment Insurance; Glass Breakage Insurance; Theft Insurance; Personal Accident Insurance; Third-Party Liability Insurance. The Fire Insurance General Conditions are reproduced after the Special Conditions. Other incorporated General Conditions remain those attached to or incorporated into the issued policy.

Definition Of Buildings

The cost of the insurance policy covers the house of the insured, which was described within the General Conditions of Fire Insurance article A. 2., extensions such as gardener’s cottage outside the house, garage, water tank, coal cellar and all fixed wiring within and on the buildings, elevators, escalators, lightning rod, satellite that concludes the house format and groundings, supporting walls are within the coverage of the insurance. The Garden and Surrounding walls, docks, terraces, piers, fountains, external sculptures, cisterns and swimming pool and all kinds of gardening designs such as trees, grass and plants are included in the sum insured value of buildings if they are all separately specified in the policy. All kind of wells are not covered even if they specified separately on the policy. ANY MODIFICATIONS TO BE MADE AND/OR ADDED AND/OR INCLUDED IN THE INSURED BUILDING AFTER THE ISSUANCE OF THIS POLICY, AS WELL AS DAMAGES THAT OCCURRED BEFORE THE POLICY START DATE, SHALL BE OUTSIDE THE SCOPE OF INSURANCE COVERAGE.

Common Areas, Foundations, Outdoor Additions Clause

The maximum liability for the common areas and outdoor additions that are defined in the definition of buildings is limited by 10% of the sum insured value of FIRE - Buildings.

Replacement Cost Clause – Building

For partial losses occurring to the Residential Building up to 5% of the Building Sum Insured, the replacement cost shall be taken as the basis for the assessment of the loss, and no deduction shall be made for depreciation and wear and tear. However, in the event of a loss exceeding 5% of the Building Sum Insured, the amount of loss determined after deduction for depreciation and wear and tear shall not be reduced below 5% of the Building Sum Insured.

Definition Of Machinery, Plant And Equipment

As specified in Article A. 2.2 of the General Conditions of Fire Insurance, Machinery, Plant and Equipment shall mean all machinery and mechanical installations located within the building(s) at the risk address specified in the Policy, which are used in the Insured's commercial activities and recorded in the business records, including machinery primarily operating through mechanical components and incorporating electronic parts. Machinery that does not belong to the Insured but is present or kept at the business premises for any reason whatsoever—including repair, maintenance, servicing, use, or safekeeping on behalf of others—shall be covered only if specifically declared and stated separately in the Policy.

Machinery, Plant, Equipment And Materials – Fire Insurance Coverage Clause

This Clause shall be valid only provided that the relevant coverage has been purchased, its sum insured has been specified, and the coverage has been expressly stated in the Policy. If no sum insured is specified and/or the relevant coverage is not stated in the Policy, the Insurance Company shall be deemed not to provide coverage for losses occurring within the scope of this Clause. As specified in Article A. 2.2 of the Main Text of the Fire Insurance Policy, machinery and auxiliary installations located within the building(s) at the risk address, which are used in the Insured's commercial activities and recorded in the business records, and which primarily operate through mechanical components while incorporating electronic parts, shall be covered within the scope of the Fire Insurance Policy, subject to the terms and conditions of the Main Text of the Fire Insurance Policy. Machinery that does not belong to the Insured but is present or kept at the business premises for any reason whatsoever—including repair, maintenance, servicing, use, or safekeeping on behalf of others—shall be included in the insurance coverage only if specifically declared and stated separately in the Policy.

Definition Of Electronic Equipment

As specified in Article A. 2.2 of the General Conditions of Fire Insurance, Electronic Equipment shall mean equipment incorporating electronic components, located within the building(s) at the risk address specified in the Policy, which is used in the Insured's commercial activities and recorded in the business records. Electronic Equipment that does not belong to the Insured but is present or kept at the business premises for any reason whatsoever—including repair, maintenance, servicing, use, or safekeeping on behalf of others—shall be included in the insurance coverage only if specifically declared and stated separately in the Policy.

Renewable Energy Systems Clause

Solar panels, solar collectors, inverters, batteries, accumulators and other energy storage units serving the insured building are covered, together with their supporting structures, mounting equipment, charge controllers, connecting cables, protection and control panels, and other component parts necessary for the operation of the system. These systems and components are included within the buildings cover even when located outside the building, provided they are permanently installed within the boundaries of the insured premises specified in the policy. Installation on a roof, terrace, in the garden or on a separate supporting structure does not affect this inclusion.

Direct physical loss of or damage to these systems caused by an insured peril is covered, subject to the policy’s general and special conditions and the applicable limits. The total value of the systems and their associated components must be included in the buildings sum insured. Normal wear and tear, corrosion, lack of maintenance, gradual loss of capacity or efficiency, and loss or damage arising solely from mechanical or electrical breakdown are excluded unless expressly covered.

Household Contents Definition

Household contents and personal belongings located at the residence specified in the policy and used for residential purposes, belonging to the Insured, family members residing with the Insured, other persons living with the Insured and domestic employees. This definition also includes contents located in garages, gardeners' quarters and similar outbuildings outside the main residence. The following items are not considered Household Contents:

- Motor vehicles, caravans, boats and their accessories and spare parts, live animals, and goods, merchandise and fixtures of a commercial nature are not considered Household Contents.
- Furs, silk carpets, paintings, collections, sculptures, figurines, pictures, books, engravings, manuscripts, carpets and similar items having artistic or antique value are not considered Household Contents.
- Cash, shares, bonds and securities, gold, silver and other precious metals and articles made thereof, jewellery, precious stones, pearls and similar valuables are not considered Household Contents.

- Mobile phones, notebooks, laptops and similar portable electronic devices are not considered Household Contents.

Household Contents Replacement Cost Clause

In respect of loss or damage to Household Contents:

- For losses arising from Fire and the additional perils covered thereunder, depreciation and wear-and-tear deductions shall apply only to clothing and household textiles.
- For losses arising from Burglary, deductions shall be made from the amount of loss on account of depreciation and wear and tear. Except for the circumstances stated above, for all other losses to Household Contents, no deduction for depreciation and wear and tear shall be made. The amount of loss shall be determined based on the costs prevailing on the date of loss and on the basis of unused items of the same or similar quality, capacity, performance, function and technology.

Valuable Items Definition

Subject to a limit of 30% of the Total Contents Sum Insured (Household Contents + Valuable Items), the following items shall be considered Valuable Items:

- Furs, silk carpets, and paintings, collections, sculptures, figurines, pictures, books, engravings, manuscripts, carpets and similar items having artistic or antique value;
- Cash, shares, bonds and securities, gold, silver and other precious metals and articles made thereof, jewellery, precious stones, pearls and similar valuables;
- Mobile phones, notebooks, laptops and similar portable electronic devices.

Definition Of Swimming Pools

Provided that it is separately specified in the Policy Schedule with its own sum insured, a permanent swimming pool at the insured address includes its shell, floor, walls, waterproofing, fixed finishes, coping stones, fixed ladders and associated fixed installations. Circulation pumps, filtration and disinfection systems, fixed pipes, valves, electrical installations, underwater lighting and fixed pool heating systems specified in the Policy Schedule are also included within the Swimming Pool Sum Insured. Hot tubs and permanent spa pools are included only where expressly specified in the Policy Schedule and their values are included within the Swimming Pool Sum Insured. The Swimming Pool Sum Insured is separate from the Buildings Sum Insured. This definition does not in itself provide machinery breakdown or electronic equipment cover. Cover is limited to the insured perils stated in the policy and is subject to the applicable terms and conditions.

Landscape/Garden Design Definition

The following items located within the boundaries of the insured risk address are covered under this coverage: all types of landscaping, lawns, ornamental plants, trees, garden walls, fences, walkways, fixed outdoor lighting fixtures, and permanent outdoor structures such as gazebos, pergolas and garden pavilions. Portable garden furniture, portable barbecues, and loss or damage arising from plant diseases or lack of maintenance are excluded from coverage.

Earthquake Clause

Subject to the provisions of the General Conditions of Fire Insurance, cover is extended to include all damage caused directly or indirectly by earthquake, seaquake (tsunami) and volcanic eruption, including damage resulting from fire, explosion, landslide or ground subsidence, together with damage to foundations and retaining walls.

Exclusions

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

1. Upon expiry of the 72-hour period, the policyholder must notify the insurer of the occurrence and, in any event, no later than five days from the date on which the policyholder becomes aware of it. 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 disclosure obligations stipulated in the General Conditions of

Fire Insurance.

Flood And Inundation Clause

Subject to the provisions of the General Conditions of Fire Insurance, loss of or damage arising from the following causes is hereby included in the scope of cover:

1. Overflowing of rivers, streams, creeks and canals.
2. The rising or swelling of the sea, other than as a result of tidal movements or submarine earthquakes (tsunami).
3. Flood or inundation caused by rainfall.
4. Backflow of sewage from sewer systems and septic tanks as a result of rainfall.
5. Groundwater, regardless of the cause. The following are excluded from the scope of cover:

1. Loss or damage resulting from the bursting of water pipes located inside or outside the building, or from the bursting or overflowing of water tanks.
2. Loss or damage resulting from the bursting of heating installations, internal water damage, or the overflowing of rainwater drains and gutters.
3. Loss or damage caused by landslides, even where such landslides occur as a result of flood or inundation.
4. Loss or damage caused by sewage backing up from sewer systems and septic tanks located within the insured premises, unless such backflow is caused by rainfall.
5. Any loss or damage resulting from the rising or swelling of the sea due to tidal movements or submarine earthquakes (tsunami).
6. Any loss of or damage to goods/stock that are not stored on pallets complying with applicable standards and/or on shelving raised at least 12 cm above ground level.

Escape Of Water Clause

Subject to the provisions of the General Conditions of Fire Insurance, cover is extended to include: 1. Damage directly caused by the bursting, overflowing, leakage, blockage, breakage or freezing of water tanks, cisterns and water pipes; central heating boilers, radiators and pipes; and clean water or wastewater installations within the insured building.

2. Damage directly caused by rainwater or water resulting from melting snow or ice entering the building through leakage from the roof or eaves, or as a result of blocked or overflowing gutters or rainwater channels.
3. Damage directly caused by water overflowing from taps inadvertently left running.
4. Damage caused by freezing to plumbing installations and connected equipment, together with the costs of opening up and reinstating walls to repair the installation responsible for damage covered under this policy.
5. Damage directly caused by wastewater backing up from sewers or septic tanks, provided that the backup is not caused by rainfall.
6. Damage caused by a malfunction of the municipal water supply network. The water installations specified above shall be regularly inspected, necessary repairs shall be carried out promptly, and appropriate precautions against freezing shall be taken at the beginning of winter. If the building is left unoccupied for an extended period, the main water supply valve shall be closed and the system drained.

Trace and Access Costs

Cover includes reasonable and necessary costs incurred in locating the source of a water leak that has caused insured escape of water damage, including specialist leak detection, opening up walls, floors and ceilings to access the affected installation, and reinstating those parts following the work. This extension does not, in itself, cover the repair or replacement of the defective pipe, installation or equipment.

Water Tanks and Associated Installations

Cover is extended to include damage insured under the Escape of Water Clause arising from rooftop water tanks, water pressure pumps, solar water heating systems and their connecting pipes serving the insured building.

Drying and Dehumidification Costs

Cover includes reasonable and necessary drying and dehumidification costs following insured escape of water damage.

Post-Damage Cleaning Costs

Cover includes reasonable and necessary costs of cleaning and, where required, disinfecting areas affected by insured escape of water damage, provided that prior approval is obtained through the insurer’s 24-hour emergency assistance helpline before work begins.

Emergency Intervention and Temporary Repair Costs

Cover includes reasonable and necessary plumber’s charges, labour and materials for emergency intervention and temporary repairs to stop a water leak causing insured damage and prevent further damage, provided that prior approval is obtained through the insurer’s 24-hour emergency assistance helpline before work begins, up to the limit per incident stated in the Policy Schedule. This extension does not cover complete replacement of defective installations or equipment, or routine maintenance costs.

Water Damage from Aquariums and Air Conditioning Units

Cover is extended to include direct physical loss of or damage to the insured buildings and contents caused by the sudden and unexpected escape of water from aquariums within the insured home, or by the sudden and unexpected overflow or leakage of water from the condensate drainage systems of air conditioning units. This extension does not cover breakdown of or damage to the aquarium or air conditioning unit itself, loss of aquatic animals or plants, or damage arising from gradual dampness, condensation or mould.

Water Damage from Jacuzzis and Hot Tubs

Cover is extended to include direct physical loss of or damage to the insured buildings and contents caused by the sudden and unexpected escape of water from fixed jacuzzi baths or hot tubs and their associated pipes serving the insured home. This extension does not cover repair or replacement of the jacuzzi, hot tub or defective components themselves, or damage arising from gradual dampness, condensation or mould.

Exclusions

The following are excluded from cover:

1. Damage to plumbing installations and connected equipment arising from deterioration, wear and tear or ageing, 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 melted snow leaking or entering through the building’s external walls, terraces, windows, doors or frames, including gaps around them, due to inadequate or failed waterproofing; and damage arising from gradual dampness, condensation caused by temperature differences, mould or similar causes.
5. Damage caused by groundwater entering the insured premises, irrespective of the cause. This escape of water cover is granted on the basis of the policyholder’s written and signed answers to questions relating

to this clause, in addition to the disclosure obligations stipulated in the General Conditions of Fire Insurance.

Storm Clause

Subject to the provisions of the General Conditions of Fire Insurance, this Policy is extended to cover direct physical loss of or damage to the insured property caused solely by a storm, whether or not accompanied by rain, snow or hail, where the storm is defined as wind exceeding 7 Beaufort, with a wind speed of more than 17.1 metres per second at a height of 10 metres, or caused by objects carried or thrown by the wind during such storm. The following are excluded from the scope of cover: Any loss of or damage to the insured property directly caused, for any reason whatsoever, by the rising or overflowing of seas, rivers, streams or canals, including as a result of a storm. This Storm Coverage is granted on the basis of the Policyholder's written and signed answers to the questions relating to this Clause, in addition to the Policyholder's disclosure obligations as stipulated in the General Conditions of Fire Insurance.

Land Vehicles Impact Clause

Subject to the provisions of the General Conditions of Fire Insurance, direct loss of or damage to the insured property caused by the impact of motorized or non-motorized land vehicles is hereby included in the scope of cover.

Exclusions

: Loss or damage caused by vehicles used by:

- the Insured;
- the Insured's ascendants or descendants; or
- persons employed by the Insured or persons for whose acts and conduct the Insured is legally responsible, is excluded from the scope of cover. This Land Vehicles Impact Cover has been granted on the basis of the Policyholder's written and signed answers to the questions relating to this Clause, in addition to the Policyholder's duty of disclosure as stipulated under the General Conditions of Fire Insurance.

Aircraft Impact Clause

Subject to the provisions of the General Conditions of Fire Insurance, this Policy is extended to cover direct physical loss of or damage to the insured property caused by the collision of or impact by aircraft or other aerial vehicles, or by the fall of any part thereof or any object falling therefrom. The following are excluded from the scope of cover: Loss of or damage caused by vehicles used by the Insured, the Insured's ascendants or descendants, or by persons employed by the Insured or for whose acts and conduct the Insured is legally responsible, shall be excluded from coverage. This Aircraft Coverage is granted on the basis of the Policyholder's written and signed answers to the questions relating to this Clause, in addition to the Policyholder's disclosure obligations as stipulated in the General Conditions of Fire Insurance.

Watercraft Impact Cover

What Is Covered

Direct physical loss of or damage to the insured building caused by impact involving a motorised or non-motorised watercraft. This cover includes walls, gates, fences, jetties and other permanent structures forming part of the insured building.

What Is Not Covered

- Loss or damage caused by a watercraft being operated by the Policyholder, the Insured or any person permanently residing at the insured home;
- Loss or damage caused by a watercraft being operated by an employee of the Insured or by any person for whose actions the Insured is legally responsible;

- Loss or damage caused by waves, wash from watercraft, a rise in sea level, storm surge, coastal flooding or any other form of flooding;
- Loss or damage arising from any deliberate act;
- Loss of or damage to the watercraft involved or any property carried in or on it;
- Pre-existing damage or loss resulting from wear and tear, corrosion, rot or inadequate maintenance. Excess No deductible excess applies to this clause.

Smoke Damage Cover

What Is Covered

Direct physical loss of or damage to the insured buildings or household contents caused by the sudden and unexpected escape of smoke or soot from a heating or cooking appliance connected to a chimney, flue, pipe or vent within the home.

What Is Not Covered

- Staining, contamination or soot deposits arising gradually from the normal operation of heating or cooking appliances;
- Loss or damage caused by smoke from cigarettes, cigars, pipes, candles, incense or similar products;
- Loss or damage caused by smoke arising from the normal use of an open fire or fireplace;
- Loss or damage resulting from wear and tear, corrosion, inadequate maintenance or insufficient cleaning;
- Smoke damage to the exterior of the building or to property kept in the open;
- The cost of repairing or replacing the appliance, chimney, flue, pipe or vent from which the smoke escaped;
- Any loss or damage that existed before the incident. Excess No deductible excess applies to claims under this section.

Landslip And Subsidence Cover

What Is Covered

Direct physical loss of or damage to the insured buildings or household contents caused by landslip or subsidence occurring at the insured property or in its immediate vicinity. Loss or damage resulting from landslip or subsidence directly caused by flood is also covered under this section.

What Is Not Covered

- Landslip or subsidence caused by earthquake or volcanic eruption;
- Cracking, deformation or damage arising from the normal settlement, shrinkage, expansion or compaction of the building, its foundations, extensions or the ground;
- Loss or damage caused by inadequately compacted fill, defective design, faulty materials or poor workmanship;
- Loss or damage caused by excavation, groundworks, foundation works, demolition, construction or structural alterations at or near the insured property, unless specifically included in the Policy Schedule;
- Loss or damage caused by coastal or river erosion, natural ground erosion or the gradual movement of soil;
- Loss or damage arising from landslip or subsidence that existed, was visible, was known to the Policyholder or the Insured, or had been identified by a competent authority before the commencement of this insurance;
- Pre-existing cracks, structural defects or other damage. Garden walls, retaining walls, gates, fences, terraces, swimming pools and other external structures are covered only where they are specified in the Policy Schedule and included within the applicable sum insured.

Strike, Lockout, Riot And Civil Commotion Cover

What Is Covered

Direct physical loss of or damage to the insured buildings or household contents caused by:

- The actions of persons taking part in a strike, lockout, riot or civil commotion; or
- Measures taken by the lawful authorities to prevent, suppress or minimise the effects of such events.

What Is Not Covered

- Loss or damage caused by war, civil war, invasion, acts of foreign enemies, rebellion, insurrection, revolution or military coup;
- Loss or damage caused by terrorism or measures taken to prevent, suppress or respond to terrorism;
- Loss or damage caused by confiscation, seizure, nationalisation, evacuation or demolition ordered by a lawful authority;
- Loss or damage deliberately caused by the Policyholder, the Insured or any person permanently residing at the insured home;
- Loss of use, loss of income, loss of rent or any other consequential loss, unless specifically included in the Policy Schedule;
- Any loss or damage that existed before the incident.

Cover Limit

The Insurer’s liability under this section is limited to the sum insured or specific cover limit stated in the Policy Schedule.

Co-insurance and Excess

No co-insurance or insured participation applies to this cover. No deductible excess applies to claims under this section.

Malicious Acts And Terrorism Clause

Subject to the provisions of the General Conditions of Fire Insurance:

1. This Policy is extended to cover all loss of or damage to the insured property, other than loss or damage caused by fire or explosion, directly resulting from the malicious acts of any person other than the Insured or the Insured's ascendants or descendants, where such acts are unrelated to the events specified under the Strike, Lockout, Labour Disturbance, Riot and Civil Commotion Clause, including loss or damage directly caused by intervention by the competent authorities undertaken to prevent such acts or to mitigate their effects.
2. This Policy is extended to cover loss of or damage to the insured property resulting from acts of terrorism as defined under the Turkish Republic's Anti-Terrorism Law No. 3713, including sabotage arising from such acts and loss or damage resulting from intervention by the competent authorities undertaken to prevent such acts or to mitigate their effects. All loss or damage arising from biological and/or chemical contamination, pollution or poisoning that renders the insured property wholly or partially unusable shall be excluded from coverage, even if such loss or damage occurs as a direct or indirect consequence of any of the events covered under this Clause.

Loss Of Rent Clause

Subject to the provisions of the General Conditions of Fire Insurance, this Policy is extended to cover Loss of Rent arising directly from the total inability of the Insured to use the insured premises as a result of any of the risks covered under the Policy, excluding loss or damage caused by earthquake and volcanic eruption. Where the Insured is a tenant, Loss of Rent for the Tenant shall mean the portion of the rent prepaid by the Tenant attributable to the unexpired days during which the premises cannot be used as a result of any loss or damage falling within the scope of the coverage specified in the Policy. Where the Insured is the owner of the premises, Loss of Rent for the Owner shall mean the loss resulting from the inability to collect the expected rent as a result of any loss or damage falling within the scope of the coverage specified in the Policy. The monthly rent referred to in this Clause shall in no event exceed the prevailing market rent and customary rental value applicable to the insured premises.

Loss Of Confirmed Rental Income – Short-Term Letting

If insured physical damage makes the insured premises uninhabitable, the insurer will pay income lost from rental bookings confirmed before the date of damage during the reasonable repair period. Cover is limited to GBP 1,500 per month for a maximum of two months, with an aggregate limit of GBP 3,000 during the period of insurance. Payments or recoveries from guests, booking platforms or other sources will be deducted. Unconfirmed bookings, reduced demand and booking disputes are excluded. Loss arising from earthquake or volcanic eruption is excluded.

Inadequate Waterproofing Clause

Where Waterproofing Coverage is specifically stated in the Policy, this Policy is extended to cover reasonable costs of repainting, cleaning and/or repair arising from rainwater entering or penetrating the insured premises through the external walls, windows and/or beneath doors as a result of continuous rainfall. Such coverage shall be limited to one occurrence during the Policy Period and shall not exceed TL 5,000 in any event. The following shall be excluded from coverage:

1. Loss or damage occurring prior to the commencement of the Policy Period;
2. Loss or damage arising from condensation, dampness or mould caused by temperature differences;
3. Loss or damage to the exterior walls or roof of the building;
4. Costs of waterproofing or remedial waterproofing works;
5. Water penetrating through an unplastered adjoining side wall exposed as a result of the demolition of an adjacent building in a building constructed in a contiguous manner;
6. Water penetrating through an external wall which has been provided with rough and fine plaster but has not been painted;
7. Water accumulated on balconies without floor drains and subsequently penetrating into the insured premises, whether to the lower floor and/or through the bottom of doors. In the event of any loss or damage, if any identified deficiency or deterioration in waterproofing and/or deficiencies in joints or sealing is not remedied by the Insured, this Coverage shall not apply to any subsequent loss or damage arising from the recurrence of such waterproofing deficiencies, whether during the relevant Policy Period or during any subsequent Policy renewals.

Debris Removal Clause

This Policy is extended to cover the reasonable costs and expenses incurred for the removal of debris resulting from any loss or damage falling within the scope of the coverages specified in the Policy, up to the amount stated in the Policy.

Landlord'S Liability To The Tenant

This cover indemnifies the landlord for their legal liability to the tenant arising from the rented building as a result of any event covered under the insurance covers specified in the policy (excluding natural disasters). For the purpose of calculating the indemnity payable, the value taken as the basis shall be the value of the tenant's property and goods, as determined in accordance with the provisions of the General Conditions of Fire Insurance. Under no circumstances shall the indemnity payable exceed the sum insured specified in the policy for this cover.

Tenant'S Liability To The Landlord

This Insurance covers the Tenant's liability for loss or damage caused to the leased premises, as well as losses arising from the Tenant causing a loss of rent or loss of usufruct. In determining the indemnity payable under the Tenant's Liability to the Landlord Coverage in respect of loss or damage caused to the leased premises, the value to be taken as the basis for the calculation of the indemnity shall be the reconstruction cost of the building at the prevailing market rates applicable at the location and date of the loss or damage, after deduction of depreciation accrued from the date of construction. If the building is not to be reconstructed, the indemnity shall in no event exceed the amount calculated by deducting the value of the land from the market value of the building as at the last business day preceding the occurrence of the loss or damage. In respect of the Tenant's liability to the Landlord arising from loss of rent or loss of usufruct, the value to be taken as the basis for calculating the indemnity shall be the amount of rent corresponding to the period determined as necessary for the repair or reconstruction of the portions of the premises that were let at the date of the loss or damage, provided that such period shall not exceed one year. Under no circumstances shall the indemnity payable exceed the sum insured specified in the policy for this cover.

Liability To Neighbours Clause

The liability of the Owner or Tenant towards neighbouring properties shall cover loss or damage caused to neighbouring buildings and property as a result of the spread of fire or damage caused by explosion originating from the insured premises. For the purposes of determining the indemnity payable in respect of loss or damage caused to neighbouring properties as a result of the spread of fire or damage caused by explosion, the value to be taken as the basis for calculating the indemnity shall be the value of the building and its contents, determined in accordance with the provisions of the General Conditions of Fire Insurance. In buildings or residential premises occupied by the Insured in the capacity of Owner or Tenant, any legal liability of the Owner or Tenant towards neighbours for loss or damage caused to neighbouring buildings and/or property or belongings as a result of any event falling within the scope of Escape of Water and Smoke shall be covered under this Policy only provided that both Escape of Water and Smoke coverages have been specifically included in the Policy under the section entitled Additional Coverages. Under no circumstances shall the indemnity payable exceed the sum insured specified in the policy for this cover.

Machinery Breakdown Insurance

The generator, electric water heater, combi boiler, central heating boiler, booster pump system, central air-conditioning system, pumps and related equipment, pool equipment, and water and booster pump motors located at the insured residence at the address specified in the Policy are covered in accordance with the General Conditions of Machinery Breakdown Insurance, up to the limit specified in the Policy. The Sum Insured shall be determined on the basis of the new replacement value. If a damaged part is no longer available on the market and, as a result, the machinery becomes unusable, the amount of indemnity payable shall be limited to the cost of an equivalent replacement part.

Electronic And Electrical Household Appliances Cover

Scope of Cover

Subject to the Electronic Equipment Insurance General Conditions and the extensions set out in this Special Condition, cover is provided for direct physical damage caused by sudden and unforeseen events to electronic equipment and electrical household appliances located at the insured home specified in the Policy Schedule and included in the sum insured. Covered equipment includes televisions, desktop computers, audio and visual systems, refrigerators, freezers, washing machines, tumble dryers, dishwashers, ovens, electric hobs, microwave ovens, extractor hoods, air conditioning units and other electrical household appliances. Direct physical damage caused by sudden voltage increases or decreases, short circuits, electrical arcing, induction and sudden electrical effects occurring during a power interruption or upon restoration of the electricity supply is covered. The presence of an uninterruptible power supply (UPS), voltage stabiliser or surge protection device is not a condition of cover. Temporary failure to operate due to a power interruption, without physical damage to the equipment, is not covered.

Sum Insured

The sum insured must represent the cost of replacing the insured equipment with equivalent new equipment, including necessary carriage, installation, customs duties, taxes and other compulsory charges. This basis for setting the sum insured does not entitle the Insured to settlement on a new replacement basis following a total loss. The values of equipment insured under this section must also be included in the relevant Buildings or Contents fire sum insured. No duplicate payment shall be made for the same loss.

Partial Damage and Repairs

Where repair is technically feasible and economically reasonable, cover includes the necessary and reasonable cost of parts, labour, dismantling, carriage and reinstallation required to restore the equipment to its working condition immediately before the damage. No deduction for depreciation or wear and tear shall be made solely because a damaged part is replaced with a new part. Maintenance, increased capacity, model upgrades and improvements unrelated to the insured damage are not covered.

Total Loss and Equipment That Cannot Be Repaired

Where equipment cannot technically be repaired, or the reasonable repair cost equals or exceeds its market value immediately before the damage, settlement shall be made on a total loss basis. The same basis shall apply where a service report establishes that a necessary replacement part cannot be obtained and that no suitable alternative repair can restore the equipment to safe working order. For a total loss, settlement is limited to the equipment’s market value immediately before the damage, taking into account its age, condition, capacity and technical specifications. The Insurer is not obliged to supply new equipment or pay the cost of new equipment. Where salvage is retained by the Insured, its realisable value shall be deducted from the settlement. No salvage deduction shall apply where the salvage is transferred to the Insurer.

Maintenance and Use

Equipment must be used and maintained in accordance with the manufacturer’s instructions for domestic use. Any exclusion arising from inadequate maintenance or improper use shall apply only to the extent that such maintenance failure or improper use caused or increased the damage.

Exclusions

This section does not cover:

1. Damage arising from normal wear and tear, the end of the equipment’s service life, gradual deterioration, rust, corrosion or oxidation.
2. Reduced performance, adjustment, routine maintenance or cleaning costs where no physical damage has occurred.
3. Superficial scratches, stains or other cosmetic defects that do not affect the equipment’s operation.
4. Damage, defects or faults existing before the commencement of cover.
5. Loss, damage or expenses that a manufacturer, seller, importer or service provider is obliged to meet under a warranty or contract.

6. Loss of software, data or records; the cost of restoring or reinstalling them; and damage arising from cyber incidents.
7. Normal depletion of batteries and the routine replacement of consumables.
8. Mobile phones, tablets, laptops, cameras and other portable personal devices, unless expressly included in the Policy Schedule.
9. Equipment used for commercial, industrial or medical purposes, unless expressly included in the Policy Schedule.
10. Food spoilage, loss of use, loss of income or other indirect or consequential losses, unless expressly covered under a separate section.
11. Damage deliberately caused by the Insured or the Policyholder.

Underinsurance

Where the new replacement value of the insured equipment at the date of damage exceeds the sum insured stated

in the Policy Schedule, the Policy’s underinsurance provisions shall apply.

Limits of Cover

Settlement shall not exceed the applicable sum insured or any limit per item, per event or in aggregate during the period of insurance stated in the Policy Schedule. Damage affecting more than one item of equipment and arising from the same cause shall be treated as one event. Excess No excess, coinsurance or policyholder contribution shall apply under this section. The underinsurance provisions remain applicable.

Precedence of this Special Condition

Where this Special Condition conflicts with another provision of the Policy concerning the same matter, this Special Condition shall prevail in respect of cover under this section.

Glass Breakage Insurance

The exterior façade glass, window glass, interior and exterior door glass, interior partition and flooring glass, mirrors and glass shelves belonging to the insured residence at the address specified in the policy, together with handles, locks, mechanisms, frames and similar components that are required to be replaced along with such glass, are covered in accordance with the General Conditions of Glass Breakage Insurance, up to the Sum Insured specified in the policy. Unless otherwise stated in the policy, glass/ceramic cooktop surfaces and covers, glass washbasins and aquarium glass are excluded from coverage.

Theft And Attempted Theft Cover

What Is Covered

Direct physical loss of or damage to insured household contents at the insured address caused by theft or attempted theft involving entry to the home by breaking, damaging, removing or forcing a door, window or other point of entry; unauthorised entry by climbing or using tools, equipment or physical agility; entry using a genuine key, access card or security code that has been lost, stolen, copied or otherwise obtained unlawfully; a lock being opened using a false key, tool or other device; a person secretly entering the home and remaining concealed or locked inside; or property being taken through the use of violence, force or threats of violence. Direct physical damage to insured household contents caused during an attempted theft is also covered.

Replacement of Locks

Where keys to the insured home are obtained through theft or robbery, the reasonable cost of replacing the locks to secure the home is covered up to the limit stated in the Policy Schedule.

Theft Damage to the Building

Where buildings cover is included under the policy, the following are covered up to 5% of the Buildings Sum Insured: direct physical damage to the building caused by theft or attempted theft; theft of permanent fixtures, fittings or installations forming part of the building; and the reasonable cost of repairing or replacing doors, windows and locks damaged during theft or attempted theft.

What Is Not Covered

Theft occurring away from the insured address; mobile phones, tablets, laptop computers, cameras, portable electronic devices and similar items designed for use outside the home, unless separately specified in the Policy Schedule; cash, cheques, shares, bonds, securities, financial documents or other negotiable instruments; gold, silver or other precious metals, jewellery, gemstones, pearls, watches or similar valuables, unless individually specified in the Policy Schedule; furs, silk or handmade rugs, works of art, antiques, collections, paintings, sculptures, ornaments, engravings, manuscripts or similar items of special value, unless individually specified in the Policy Schedule; property kept on a balcony, terrace, in a garden, open parking area or any other open area, unless specifically included in the Policy Schedule; unexplained disappearance, shortage or loss where there is no evidence of forcible entry, threat or another verifiable act of theft; theft occurring because doors or windows were left open or unlocked; any deliberate or dishonest act by the Policyholder, the Insured or any person permanently residing at the insured home; theft, fraud, dishonesty or misappropriation committed by an employee, tenant, short-term rental guest or any person permitted to enter the home, unless specifically included in the Policy Schedule; shortages discovered during an inventory check or stocktaking that cannot be linked to an identifiable theft; and any loss or damage that occurred before the commencement of this insurance.

Short-Term Holiday Lettings

Where the home is used for short-term or holiday lettings, this use must be declared and shown in the Policy Schedule. Theft, fraud, dishonesty or misappropriation committed by short-term rental guests or any person admitted to the home by them is covered only where this extension is expressly shown in the Policy Schedule. ExcessNo excess applies to insured claims under this cover.

Hail Cover Clause

Subject to the provisions of the General Conditions of Fire Insurance, direct physical loss of or damage to the insured property specified in the Policy resulting directly from hail, whether occurring in conjunction with a windstorm or otherwise, shall be covered, subject to the Sum Insured for Hail Cover stated in the Policy, per occurrence and in the aggregate during the policy period. The following are excluded from the scope of cover:

1. Loss of or damage to property situated in the open, except for shutters, solar collectors and antennas.
2. Vegetation and plant life located in gardens and/or greenhouses, as well as greenhouses themselves.

Alternative Residence Clause

In addition to the Fire Insurance General Conditions; any damage caused to the building by the natural hazards listed on the policy (except earthquake), temporary housing for up to 6 months, and maximum 1,500 Stg is given by this policy to the insured, until the building is reconstructed or repaired.

Valuable Items Burglary Insurance

Subject to the provisions of the General Conditions of Theft Insurance, this Policy is extended to cover direct physical loss of or damage to the insured property at the risk address specified in the Policy, resulting from theft or attempted theft where entry into the insured premises is effected:

- by breaking, forcing, drilling, demolishing, overturning or otherwise violently overcoming doors, windows or other means of access;
- by climbing or gaining access through the use of tools, equipment or physical agility;

- by opening locks using an original key that has been lost, stolen or unlawfully obtained, by using a duplicate or fabricated key, or by using other tools or codes;
- by entering the insured premises secretly and remaining concealed or hiding therein; or
- through the use of killing, bodily injury, force, violence or threats. The following valuables are covered:

- Furs, silk carpets, and paintings, collections, sculptures, figurines, pictures, books, engravings, manuscripts, carpets and similar items having artistic or antique value;
- Gold, silver and other precious metals and articles made thereof, jewellery, precious stones, pearls and similar valuables, subject to a limit of 10% of the Total Contents Sum Insured (Household Contents + Valuable Items), provided that they are kept locked away in a safe;
- Jewellery intended for daily use, subject to a limit of 5% of the Total Contents Sum Insured (Household Contents + Valuable Items), without the requirement that such items be kept locked away in a safe;
- Mobile phones, notebooks, laptops and similar portable electronic devices;
- Cash, subject to a limit of TL 250. The following are excluded from the scope of cover:
- Shares, bonds and securities are excluded from coverage.
- Unless specifically included in the Policy by a special agreement to the contrary, Fidelity Guarantee is excluded from coverage.

Accidental Damage Cover

What Is Covered

Direct physical loss of or damage to the insured buildings or household contents caused by a sudden, unexpected and unintentional event occurring at the insured home during the period of insurance.

Buildings Cover

Where buildings cover is included under the policy, accidental damage cover applies to:

- The main structure of the insured home;
- Permanent fixtures and fittings;
- Fixed sanitary ware;
- Underground pipes, drains and cables for which the Insured is legally responsible;
- Walls, gates, fences, terraces, swimming pools and other external structures, where these are specified in the Policy Schedule and included within the Buildings Sum Insured.

Contents Cover

Where contents cover is included under the policy, accidental damage cover applies to:

- Furniture, furnishings and household goods;
- Televisions, audio equipment and domestic electrical appliances;
- Carpets, curtains and other household textiles;
- Mirrors, glass furniture and freestanding decorative items;
- Other household contents included within the Contents Sum Insured.

Short-Term Holiday Lettings

Where the home is used for short-term or holiday lettings and this use is declared and shown in the Policy Schedule, accidental damage to the insured buildings or household contents caused by a short-term rental guest is covered. The Policyholder must provide reasonable evidence of the incident, including photographs, booking records and details of the guest responsible, where available.

What Is Not Covered

- Wear and tear, depreciation, corrosion, rust, rot, damp, mould or gradual deterioration;

- Mechanical, electrical or electronic breakdown, failure or malfunction;
- Damage caused by defective design, faulty materials, poor workmanship, inadequate maintenance or previous repairs;
- Damage arising during construction, renovation, alteration, decoration, installation, maintenance or repair work;
- Scratching, denting, chipping, staining or other damage occurring gradually through normal use;
- Damage caused by domestic animals, insects, vermin or infestation;
- Damage caused by cleaning, washing, restoring, dismantling, assembling or modifying insured property;
- Loss or damage caused by confiscation, seizure or destruction by a lawful authority;
- Any deliberate, reckless, fraudulent or dishonest act by the Policyholder, the Insured, any person permanently residing at the home, a tenant or a guest;
- Theft, unexplained disappearance, inventory shortage or misappropriation;
- Damage to property kept on a balcony, terrace, in a garden or any other open area, unless specifically included in the Policy Schedule;
- Damage to mobile phones, tablets, laptop computers, cameras, jewellery, watches, money, documents or other valuables, unless specifically included in the Policy Schedule;
- Damage caused by an event covered or excluded elsewhere under the policy;
- Any loss or damage that existed before the commencement of this insurance;
- Loss of use, loss of rent, loss of income or any other indirect or consequential loss, unless separately covered under the policy.

Cover Limit

The Insurer’s liability under this section is limited to the applicable sum insured and any individual item or event limit stated in the Policy Schedule. Excess No excess applies to insured claims under this cover.

Deductibles

Earthquake Deductible

Earthquake and Volcanic Eruption Cover — Buildings

For each building, a deductible of 2% of its sum insured, including fixed installations and decorations, applies to damage caused by earthquake or volcanic eruption. The insurer is liable for the portion of the loss exceeding the deductible. Each 72-hour period is treated as one occurrence for the application of the deductible.

Earthquake and Volcanic Eruption Cover — Contents

For each separately insured contents group, including household effects, a deductible of 5% of its sum insured applies to damage caused by earthquake or volcanic eruption. The insurer is liable for the portion of the loss exceeding the deductible. Each 72-hour period is treated as one occurrence for the application of the deductible.

Escape of Water Excess

No excess applies to insured escape of water damage.

Storm Excess

No excess applies to insured storm damage.

Vehicle Impact Excess

No excess applies to insured damage caused by impact from land vehicles.

Landslide Excess

No excess applies to insured landslide damage.

Strike, Lockout, Riot and Civil Commotion Excess

No excess applies to insured damage caused by strikes, lockouts, riots or civil commotion.

Malicious Damage Excess

No excess applies to insured malicious damage.

Terrorism Excess

No excess applies to insured damage caused by terrorism.

Machinery Breakdown Cover – Deductible Clause

No excess, co-insurance or policyholder contribution applies to insured machinery breakdown claims.

Loss Adjuster Appointment Clause

Where an assessment is required to determine the nature, cause or amount of a loss, the loss adjuster will be appointed by the Insurer. The Insurer will pay the fees of any loss adjuster appointed by the Insurer. The Insured may appoint a separate loss assessor, expert or technical adviser. The Insured must notify the Insurer of the appointment in writing and will be responsible for all associated fees and expenses. A loss adjuster’s report does not, by itself, constitute an admission of liability or confirmation of the amount payable. Each claim will be assessed in accordance with the policy terms, supporting documents and applicable legislation.

Address And Contact Details Clause

The postal address, telephone number and email address provided by the Policyholder or the Insured and shown in the Policy Schedule will be treated as correct and current. Any change to these details must be notified to the Insurer or its authorised agent within a reasonable period, either in writing or through a recorded electronic communication method. Until a change is notified, communications sent to the latest postal address or electronic contact details recorded in the Policy Schedule, using a method permitted by applicable legislation, will be treated as validly delivered. The Policyholder and the Insured must check that the insured address, use of the property, contact details and other information shown in the policy are complete and accurate. Any error or omission must be reported without delay.

Underinsurance Clause

If, at the time of loss, the sum insured is lower than the actual rebuilding, replacement or reinstatement value of the insured buildings or contents, underinsurance will apply. For a partial loss, the amount payable will be reduced in the same proportion that the sum insured bears to the actual value at risk. The claim payment will be calculated as follows: Claim Payment = Amount of Loss × Sum Insured ÷ Actual Value at Risk The Insurer’s liability will not exceed the sum insured or the applicable cover limit shown in the Policy Schedule. Any waiver or amendment of the underinsurance condition will be valid only where it is agreed by the Insurer before the loss occurs, any required additional premium is paid and an endorsement is issued.

Overinsurance Clause

If the sum insured exceeds the actual value of the insured interest, the amount exceeding the actual value will not be taken into account when calculating a claim. This insurance cannot place the Insured in a better financial position than immediately before the loss. Where overinsurance is identified during the period of insurance, the sum insured and premium will be adjusted in accordance with applicable legislation and the policy terms. Any return premium will be calculated by reference to the unexpired period of insurance and the nature of the risk.

Subrogation And Recovery Following A Claim

Where loss or damage is caused by the fault or legal responsibility of a third party, the Insurer will, upon payment of the claim, be subrogated to the Insured's rights against that third party or the relevant insurer, up to the amount paid. The Policyholder and the Insured must:

- Provide reasonable assistance in identifying any person responsible for the loss;
- Provide documents and information that can reasonably be obtained;
- Refrain from any action that may extinguish or prejudice the Insurer's recovery rights;
- Provide reasonable assistance with any related legal proceedings. If the Insured releases a responsible third party from liability, waives any right of recovery or otherwise prejudices the Insurer's recovery rights without the Insurer's written agreement, the amount payable may be reduced only to the extent of the actual prejudice suffered by the Insurer. Where the Insured is required to attend court, give evidence or take another legal step, the request must be reasonable and any associated expenses must be agreed with the Insurer in advance.

Payment Of Premium And Commencement Of Cover

The insurance premium must be paid to the Insurer or its authorised agent using an accepted payment method. A receipt or electronic payment confirmation will be issued. Unless otherwise stated in the Policy Schedule, the Insurer's liability will commence when the full premium, or the first instalment where instalment payments have been agreed, has been paid. The amount and due date of each premium instalment will be shown in the Policy Schedule. Where a premium or instalment is not paid by its due date, the Insurer may exercise its rights to suspend cover, terminate the policy or recover the outstanding amount, subject to applicable legislation and any required notice. If a claim occurs, any outstanding premium instalments that have not yet fallen due may, to the extent permitted by law, become immediately payable or be deducted from the claim payment, provided that the deduction does not exceed the amount payable. Where payment is made by cheque, the premium will be treated as paid only when the cheque has cleared. If the cheque is dishonoured, the Insurer's rights will be exercised in accordance with applicable legislation and the policy terms.

Processing And Sharing Of Personal Data

Personal data relating to the Policyholder, the Insured and any other person included under the insurance may be processed for the purposes of:

- Preparing quotations and assessing risk;
- Issuing and administering the policy;
- Collecting premiums;
- Managing and settling claims;
- Preventing and investigating fraud; and
- Complying with legal and regulatory obligations. To the extent permitted by applicable legislation, personal data may be shared with the Insurance Information Centre, other insurers and reinsurers, loss adjusters, assistance and service providers, professional advisers and authorised public bodies. Personal data will be processed and shared on the basis of contractual necessity, legal obligation, the establishment, exercise or defence of legal rights and any other lawful basis recognised by applicable legislation. Where explicit consent is legally required for a particular processing activity, separate, informed and explicit consent will be obtained from the relevant person. Further information is provided in the Insurer's Privacy and Personal Data Notice.

Special Conditions

1. Items of Special Value

The following are not covered unless individually declared, specified in the Policy Schedule and included within the applicable sum insured:

- Paintings, pictures, books, engravings, manuscripts, sculptures, ornaments and collections of artistic or antique value;
- Silk or handmade rugs;
- Cash, shares, bonds, securities and other negotiable instruments;
- Gold, silver, jewellery, precious metals, gemstones, pearls, watches and similar valuables.

2. Garden Walls and External Structures

Garden and retaining walls are covered only where they:

- Are constructed from reinforced concrete or material of equivalent strength;
- Are built on a suitable foundation;
- Are specified in the Policy Schedule; and
- Are included within the Buildings Sum Insured. Pergolas, awnings, sunshades, satellite dishes, water tanks, swimming pools, garden structures and other external items are covered only where they have been declared and included within the applicable sum insured.

3. Defective Materials and Workmanship

The cost of correcting, repairing or replacing defective design, faulty materials, defective products or poor workmanship is not covered. However, where such a defect causes separate, sudden and insured physical damage, the resulting damage will be considered in accordance with the remaining terms and exclusions of the policy.

4. Pre-existing Loss or Damage

Loss, damage, defects or faults that existed before the commencement of the policy and were known, or could reasonably have been expected to be known, by the Policyholder or the Insured are not covered.

5. Alterations During the Period of Insurance

The Insurer must be notified before work begins where any of the following changes are made after the commencement of the policy:

- Structural alteration, extension or addition to the insured building;
- Change in the use or occupancy of the property;
- Short-term or holiday letting;
- Any other change that may materially increase the risk. Such changes are not automatically covered. Continued or extended cover is subject to the Insurer’s written approval, any required risk assessment, payment of any additional premium and the issue of an endorsement. Where an undisclosed change directly causes a loss or increases the amount of a loss, the claim may be assessed by reference to the effect of that change and in accordance with applicable legislation.

Fire Insurance General Conditions

Translation of the supplied Turkish General Conditions and attached additional-peril clauses. Article numbering is retained. These are the general and reference clause forms; they must be read with the selected covers, Policy Schedule and policy-specific Special Conditions earlier in this booklet. General provisions allowing an excess do not themselves introduce an excess where the issued policy states that none applies.

Translation notes

The supplied source ends Article A.8 mid-sentence; the intended closing verb is supplied in square brackets. The Land Vehicles Clause refers to “aircraft” in its exclusion, and the Aircraft Clause refers to “watercraft”; these references are translated as written and identified below. The earthquake reference clause contains an uncompleted “… TL” deductible, which is preserved rather than filled in. The policy-specific earthquake deductibles earlier in this booklet remain 2% of the buildings sum insured and 5% of the contents sum insured, with no co-insurance.

A. Scope of Insurance

A.1. Scope of Insurance

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

A.2. Scope of the Sum Insured

2.1. Immovable property

2.1.1. Unless otherwise agreed, the sum insured includes outbuildings such as a garden house or ancillary dwelling, garage and water tank; all fixed installations within or on the buildings; lifts and escalators; lightning conductors, television aerials, satellite installations and other items completing the building; and foundations and retaining walls.

2.1.2. Garden and boundary walls, quays, terraces, jetties, fountains, outdoor statues, solar energy systems, cisterns, swimming pools and pool rooms or plant rooms are included within the sum insured only if specified in the policy.

2.1.3. Land value is not taken into account when determining the sum insured.

2.2. Movable property

2.2.1. At the insured premises, cover includes:

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

(b) Where a single sum insured is specified for all insured property, everything falling within the description to which that sum relates, whether or not separately specified in the policy, even if subsequently added as a replacement or a new purchase.

2.2.2. Unless otherwise agreed, cover includes only property belonging to the policyholder and to family members, other persons living with the policyholder, and the policyholder’s employees.

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

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

3.1.1. Strike, lockout, riot 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 circumstances is excluded, but may be included by additional agreement under these General Conditions and the attached clauses. However, material damage directly caused to insured property by fire or explosion, or by smoke, steam or heat resulting from fire or explosion caused by these circumstances, is covered even without an additional agreement:

3.2.1. Weight of snow.

3.2.2. Flood and inundation.

3.2.3. Landslip.

3.2.4. Storm.

3.2.5. Escape of water.

3.2.6. Smoke.

3.2.7. Vehicle impact:

(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, all kinds of gold and silver, ornaments and jewellery made from them, other precious metals and articles made from them, precious stones, pearls and similar items.

3.3.4. Watercraft, aircraft and motor vehicles, together with their cargo, except while in motion.

3.3.5. Property held in custody or on loan.

3.3.6. Debris removal expenses.

3.3.7. Loss of rent and deprivation of use.

3.3.8. Fire and explosion liability. This may be included by additional agreement under these General Conditions and the attached clause.

3.3.9. All loss arising from any environmental pollution occurring directly or indirectly as a result of an insured event under the insurance contract.

A.4. Exclusions

The following are excluded:

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

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

4.3. All loss arising from any action taken by a public authority in respect of the insured property.

4.4. Damage to insured property arising, without fire, from its inherent defects, fermentation, scorching, internal deterioration or charring.

4.5. Damage arising, without fire, from exposing insured property to fire or heat for processing or another useful purpose; its falling or being thrown into a furnace or similar place containing fire; scorching or burning without flames, such as burns to clothing, linen or other articles; or contact with heating, lighting or ironing appliances, lamps, candles, cigarettes or similar items.

4.6. Damage arising, without fire, to electrically operated motors, electrical or electronic instruments, appliances, installations and cords while connected to the electricity supply, caused by that supply through short circuit, earthing, voltage fluctuations, resulting heating, induction currents or similar causes.

4.7. All damage arising from the inward collapse, rupture or other deformation or deterioration of containers due to low pressure, and all damage to insured machinery and motors caused by centrifugal forces or mechanical events.

A.5. Underinsurance

If the sum insured stated in the policy is lower than the value of the insured interest at the time of damage, then, in the event of partial damage, the insurer is liable, unless otherwise agreed, only for the proportion of the loss that the sum insured bears to the insurable value.

The policyholder may amend the insurance contract so that the insurer pays the whole loss up to the sum insured without applying that proportion. If, before the insured event, the policyholder notifies the insurer of this amendment in writing and the insurer gives written approval, the contract is automatically amended from the day following notification so that the insurer is liable for the whole loss not exceeding the sum insured. The policyholder pays 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 insurance is invalid to the extent of the excess. An insurer becoming aware of this during the period of insurance notifies the policyholder, reduces the sum insured and the corresponding part of the premium, and refunds 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 percentages or amounts determined in this way are stated in the policy.

A.8. Commencement and Expiry of Insurance

Unless otherwise agreed, insurance begins at 12 noon, Turkish Republic of Northern Cyprus time, on the commencement date stated in the policy and [ends] at 12 noon on the expiry date stated in the policy.

Translation note: the supplied Turkish sentence is incomplete after its second reference to 12 noon; the closing verb is supplied to complete the stated commencement-and-expiry provision.

B. Loss and Indemnity

B.1. Duties of the Policyholder / Insured Following an Insured Event

Following an insured event, the insured or policyholder must:

1.1. Notify the insurer no later than two (2) working days after learning of the event, excluding any period spent as an inpatient in a hospital because of injury or damage arising from that event.

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

1.3. Permit the insurer or its authorised persons, for reasonable purposes and in an appropriate manner, to enter damaged buildings and premises, take delivery or possession of them, safeguard them and take action 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, provide without delay the necessary information and documents that the policyholder can obtain and that assist in establishing in detail the causes of the event, the amount and evidence of the loss, and the exercise of recovery rights.

1.6. Provide the insurer, within a reasonable and appropriate period, with a written statement indicating the estimated amount of the loss.

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

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

B.2. Protective Measures and Salvage

When an insured event occurs, the insured or policyholder must take measures to prevent, reduce and mitigate the loss. The insurer pays the expenses of those measures even if they prove unsuccessful. Where there is underinsurance, the insurer pays those expenses in the proportion that the sum insured bears to the insurable value.

The insurer also covers 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 Duties of the Insurer Following an Insured Event

Following an insured event, the insurer or its authorised persons may enter damaged buildings and premises reasonably and appropriately in order to safeguard insured buildings and property and reduce the loss. They may require delivery of the insured buildings or property. By taking such action, the insurer assumes no liability and loses no right to rely on any policy term or condition.

Insured property, whether damaged or undamaged, may not be abandoned to the insurer in whole or in part without its consent. Entry, delivery, possession or safeguarding by the insurer under this Article does not establish acceptance of the policyholder’s wish to abandon damaged property.

Within one month after receiving the documents relating to the amount of loss, the insurer must complete its necessary investigations, determine the amount of loss and indemnity, and notify the insured.

B.4. Assessment of Loss

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

If the parties cannot agree on the amount of loss, they may obtain an alternative assessment. The party appointing a loss adjuster and/or expert pays the appointed person’s fees and/or expenses. The parties are also free to apply to the Insurance Arbitration Commission and/or the competent court.

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

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

B.5. Calculation of Indemnity

5.1. Indemnity is calculated by reference to the indemnifiable value, being the market value, of the insured property at the time of the event. The policyholder and insurer may, however, agree to issue the policy on a replacement-cost or new-value basis. Where they do so, this basis must be expressly stated in the policy.

5.1.1. For policies issued on a market-value basis, deductions are made for reductions in value caused by age, wear, deterioration, use or other causes. Any clear difference in efficiency or quality of new replacements is also deducted from the indemnity payable.

5.1.2. For policies issued on a new-value basis, meaning the replacement cost of new property including carriage, installation, customs duties, taxes, levies and fees, indemnity for covered property is calculated as follows:

(a) Provided that the maximum depreciation percentage or age specified in the policy has not been exceeded, settlement is based on the replacement cost calculated from the rebuilding or purchase cost of the insured property at the place and date of the event. The insurer retains its rights to deductions for underinsurance, salvage and clear differences in technology.

(b) If the maximum depreciation percentage or age specified in the policy has been exceeded, indemnity is calculated on a market-value basis.

5.2. Agreed value. If, when the insurance contract is made or during its term, the value of the insured building, fixed installations, machinery, fixtures or household contents is established by a loss adjuster and/or expert jointly selected by the policyholder and insurer, and accepted by both parties, neither party may challenge that value when indemnity is calculated following an insured event. A valuation schedule for an agreed-value contract is valid for a period of insurance not exceeding one year.

The party requesting an agreed-value contract pays the loss adjuster’s and/or expert’s fees and expenses. Commercial goods cannot be insured on an agreed-value basis.

B.6. Payment of Indemnity

6.1. If a single sum insured is specified for all insured property, the insurer’s liability is limited to that sum. If insured property is divided into items or groups according to its nature, liability is limited to the sums relating to those items or groups.

6.2. Where the insured property is covered by more than one insurance, the insurer pays its share after the amount of indemnity has been determined under the law and this policy. The specific characteristics and obligations of the respective insurance contracts are taken into account.

6.3. If, at the time of the event, insured property is covered under both fire and cargo/transit policies, the fire insurer’s liability begins after the cargo/transit insurer’s liability.

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

7.1. If the policyholder or insured fails to fulfil the duties applying after an insured event and the loss increases as a result, the increase is deducted from the indemnity payable by the insurer.

7.2. If the policyholder or insured intentionally causes the event or intentionally acts to increase the loss, all rights arising under this policy are forfeited.

B.8. Consequences of Loss and Indemnity

8.1. The insurer must pay the finalised amount of indemnity to the insured within no more than 30 days, or, where the insured and policyholder are different persons, to the policyholder with the insured’s consent.

8.2. Where insured property suffers loss or damage as a result of a third party’s fault and/or negligence and/or wrongful act, the insurer indemnifies the insured. The insurer is then subrogated to the insured’s rights up to the amount paid.

8.3. Within the policy limits, the insurer first directs a recovery claim concerning the indemnity paid under this Article to the insurer providing cover for the relevant third-party risk, if such insurance exists. If the third party has no insurance, the claim is directed to the third party at fault.

8.4. If the indemnity paid under this Article is not reimbursed by the responsible insurer and/or third party, the insurer may bring proceedings against the third party at fault through the insured.

8.5. In proceedings that the insurer may bring against third parties under applicable legislation to pursue recovery, the insured must, at the insurer’s expense, authorise the insurer’s lawyer; sign litigation documents requested by the insurer or its lawyer; provide information and documents that can be obtained and are useful to the proceedings; and attend court and/or give evidence. The insured may appoint another lawyer of the insured’s choice, at the insured’s own expense, to act alongside the insurer’s lawyer.

8.6. If the insured acts wrongfully under this Article and prevents the insurer from recovering from third parties, the insured declares and undertakes to indemnify the insurer by repaying the indemnity paid for the relevant event together with statutory interest.

8.7. Cover ends if an insured event results in a total loss. Following a partial loss, the sum insured is reduced by the indemnity paid with effect from the date of the event. The same method applies where sums insured are divided into items or groups. Where a sum insured has been reduced, it may be increased from the date requested by the policyholder and accepted by the insurer, against an additional premium calculated pro rata by days.

C. Miscellaneous Provisions

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

The whole premium, or the advance payment or first instalment where payment by instalments is agreed, must be paid as soon as the contract is made and no later than delivery of the policy. Unless otherwise agreed, the insurer’s liability does not begin if the premium or advance payment has not been paid, even if the policy has been delivered; this is stated on the face of the policy.

Where instalments are agreed, their exact due dates, amounts and the consequences of non-payment are stated in the policy or notified to the policyholder/insured in writing with the policy.

If the policyholder does not pay any premium instalment by the end of the due date stated in the policy or notified in writing, the policyholder is in default. If the premium debt is not paid within 15 days following the default date, the insurance contract is deemed terminated without notice.

Provided that this is stated on the face of the policy, instalments not yet due become immediately payable when an insured event occurs, to the extent that they do not exceed the indemnity payable by the insurer.

Where the insurance contract is deemed terminated under this Article, the premium corresponding to the period during which the insurer remained liable is calculated pro rata by days and the balance is refunded to the policyholder.

C.2. Policyholder’s Duty of Disclosure When the Contract Is Made

2.1. The insurer enters into this contract on the basis of the policyholder’s written declarations in the proposal form or, if there is no proposal form, in the policy and its attachments.

2.2. If the policyholder’s declaration is incorrect or incomplete in circumstances that would have required the insurer not to enter into the contract or to do so on more onerous terms:

The insurer may, within one month after learning of the circumstances, withdraw from the contract or keep it in force and request the additional premium in writing within that period. If the policyholder notifies the insurer in writing within eight days that the additional premium is not accepted, the contract is terminated.

The premium for the period up to the effective date of withdrawal or termination is calculated pro rata by days and the balance is refunded.

2.3. If the insured event occurs before the insurer learns of the circumstances, during the period in which it may withdraw or terminate, or during the period before withdrawal or termination takes effect, the insurer pays indemnity in the proportion that the premium charged bears to the premium that should have been charged.

2.4. A right to withdraw or request an additional premium that is not exercised within the prescribed period lapses.

C.3. Policyholder’s Duty to Notify Changes During the Period of Insurance and Its Consequences

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

3.2. After the insurer learns of the circumstances:

3.2.1. If the change would have required the insurer not to enter into the contract or to do so on more onerous terms:

3.2.1.1. The insurer terminates the contract within eight days or keeps it in force by requesting an additional premium. If the policyholder notifies the insurer in writing within eight days that the additional premium is not accepted, the contract is terminated.

The premium for the period up to the effective date of termination is calculated pro rata by days and the balance is refunded. A right to terminate or request an additional premium that is not exercised within the prescribed period lapses.

3.2.1.2. An insurer that learns of a change to the location or condition of the insured property stated in the proposal form or, if none, the policy and its attachments, and then acts in a manner showing acceptance of continuation on the same terms, such as collecting the premium, loses its right to terminate.

3.2.2. If the change reduces the risk and requires a lower premium, the insurer refunds the difference in premium, calculated pro rata by days from the date of the change until expiry of the contract.

3.2.3. If the circumstances would have required the insurer not to enter into the contract as changed, or to do so on more onerous terms, and the event occurs:

3.2.3.1. Before the insurer learns of the circumstances;

3.2.3.2. During the period in which the insurer may give notice of termination; or

3.2.3.3. During the period before notice of termination takes effect;

the insurer pays 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 must immediately notify the other insurers concerned in writing.

The insurer may terminate the contract within eight (8) days after learning of the circumstances. A right to terminate that is not exercised within that period lapses.

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 terminates automatically at the time of the change. The premium for the period up to the effective termination date is calculated pro rata by days and the balance is refunded to the insured/policyholder.

5.2. If the insured/policyholder dies, the insurance contract/policy remains in force and all rights, debts and other obligations arising under it pass to the heirs and/or successors. A new rights-holder learning of the insurance must notify the insurer within fifteen (15) days. The insurer may terminate within eight (8) days after learning of the change, and the new rights-holder may terminate within eight (8) days after learning of the insurance. The premium for the period up to the effective date of termination is calculated pro rata by days and the balance is refunded. A right to terminate that is not exercised within that period lapses.

C.6. Insured Location and Change of Location

Cover applies at the location or locations stated in the insurance contract. If the location of the insured property changes, Article C.3 applies.

C.7. Communications and Notices

Notices by the policyholder/insured are delivered to the insurer’s head office by hand against signed acknowledgment and/or by registered letter.

Notices by the insurer are delivered to the policyholder/insured at the address stated in the policy or, if it has changed, the most recently notified address, by hand against signed acknowledgment and/or registered letter and/or to the email address recorded in the policy.

A notice of termination given by the insurer takes effect at 12 noon three days after the registered letter is posted, the hand-delivered notice is received against signature, or the email is sent. A notice of termination given by the policyholder/insured takes effect at 12 noon on the day following posting of the registered letter or receipt of the hand-delivered notice against signature.

C.8. Confidentiality

The insurer and persons acting on its behalf are liable for loss resulting from failure to keep confidential information concerning the insured or policyholder learned in connection with making this contract.

C.9. Competent Court

For proceedings brought against the insurer arising from disputes under this insurance contract, the competent courts are those at the insurer’s registered head-office address. For proceedings brought by the insurer, the competent courts are those at the defendant’s place of residence.

Before applying to a court, the insurer, insured/policyholder, and any person and/or organisation benefiting from an insurance contract may apply to the Insurance Arbitration Commission pursuant to Article 67 of the Insurance Services (Regulation and Supervision) Law No. 60/2010.

C.10. Limitation

All claims arising from the insurance contract are subject to the limitation periods under 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. They must be clearly set out under the heading “Special Conditions” in a manner that causes no misunderstanding.

Attached Additional-Peril Clauses

The following source-form clauses are attached to a fire policy where the relevant extension is granted. Inclusion in this reference section does not, by itself, select a cover.

Strike, Lockout, Riot and Civil Commotion Clause

Clause to be attached to the fire policy when granted with fire insurance.

Subject to the Fire Insurance General Conditions, cover is extended to all damage directly caused to insured property by events occurring during strikes, lockouts, labour disputes, riots or civil commotion, whether or not they cause fire, and by intervention by the competent authorities to prevent such events or reduce their effects.

Exclusions

Indirect loss such as reduced production, contamination, rusting, decay or loss of quality of insured property is excluded, even if occurring during the events covered by this clause.

This extension is granted on the basis of the policyholder’s written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to all damage directly caused to insured property by malicious acts of a person other than the insured or the insured’s ascendants or descendants, unrelated to the events specified in the Strike, Lockout, Riot and Civil Commotion Clause, and by intervention by the competent authorities to prevent such acts or reduce their effects.

This extension is granted on the basis of the policyholder’s written and signed answers to questions concerning 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 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 the legal provisions in force in the Turkish Republic of Northern Cyprus; sabotage arising from those acts; and intervention by the competent authorities to prevent them or reduce their effects.

All loss arising from biological and/or chemical contamination, infection or poisoning that renders the insured property wholly or partly unusable is excluded, even if occurring directly or indirectly as a result 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 Fire Insurance General Conditions, cover is extended to all loss caused directly or indirectly by earthquake, seaquake (tsunami) or volcanic eruption, including loss resulting from fire, explosion, landslip or ground subsidence, together with 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 loss other than fire caused by earthquake or volcanic eruption, insurers are liable for the portion exceeding ... TL of the loss occurring during a continuous period of 72 hours.

Translation note: "... TL" is an uncompleted amount in the source clause; no amount has been inserted. The policy-specific earthquake deductible clause appears earlier in this booklet.

Notices

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

2. This earthquake extension is granted on the basis of the policyholder's written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to damage directly caused to insured property solely by storm, whether or not accompanied by rain, snow or hail, or by impact from objects carried or thrown by the wind during a storm. Storm means wind with a speed exceeding 17.1 metres per second, "7 Beaufort", at a height of 10 metres.

Exclusions

All damage directly caused to insured property by the rising of seas, rivers, streams or canals, for any reason including storm, is excluded.

This storm extension is granted on the basis of the policyholder's written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to:

1. Damage directly caused to the insured building and property within it by the weight, sliding and/or falling of snow or ice accumulated on the roof following heavy snowfall.

2. Damage to insured property within the building caused by wetting from snow, hail or rain following roof damage caused by the weight of snow.

Exclusions

1. Damage caused by snow, hail, rain or melting snow entering the building where the roof has not been damaged by the weight of snow.

2. Damage to property in the open.

This weight-of-snow extension is granted on the basis of the policyholder's written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to damage directly caused to insured property by:

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

2. A rise in sea level other than from tides or seaquake (tsunami).

3. Flood or inundation caused by rainfall.

4. Wastewater backing up from sewer systems or septic tanks because of rainfall.

5. Groundwater, regardless of the cause.

Exclusions

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

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

3. Damage caused by landslip, even if resulting from flood or inundation.

4. Damage caused by wastewater backing up from sewer systems or septic tanks at the insured premises, unless the backflow is caused by rainfall.

5. All damage caused by sea rise resulting from tides or seaquake (tsunami).

This flood or inundation extension is granted on the basis of the policyholder’s written and signed answers to questions concerning this clause, in addition to the duty of disclosure under the Fire Insurance General Conditions.

Landslip Clause

Clause to be attached to the fire policy when granted with fire insurance.

Subject to the Fire Insurance General Conditions, cover is extended to damage directly caused to insured property by landslip or ground subsidence at or near the site of the insured building, including loss arising from landslip or ground subsidence caused by flood or inundation.

Excluded Unless Otherwise Agreed

Loss arising from landslip or ground subsidence caused by excavations near the insured building.

Exclusions

1. Loss arising from landslip or ground subsidence caused by earthquake or volcanic eruption.

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

3. Landslip affecting the insured property identified by official authorities before commencement of the insurance.

This landslip extension is granted on the basis of the policyholder’s written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to:

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

2. Damage directly caused by rainwater or water from melting snow or ice entering the building through roof or eaves leakage, or 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 plumbing installations and connected equipment, and the cost of opening and reinstating walls to repair the installation causing insured damage.

5. Damage directly caused by wastewater backing up from sewers or septic tanks, unless the backflow is caused by rainfall.

6. Damage caused by a fault in the municipal water supply network.

These water installations must be regularly inspected, necessary repairs carried out promptly, and precautions taken against freezing at the beginning of winter. If the building is left empty for an extended period, the main tap connected to the water installation must be closed and the installation drained.

Exclusions

1. Damage from breakdown, wear, ageing or similar causes to installations and connected equipment, except damage caused by freezing.

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

3. Costs of removing snow or ice.

4. Damage caused by rainwater or snowmelt leaking or entering through external walls, terraces, windows, doors or frames and gaps around them because of inadequate or failed waterproofing; and damage arising from gradual dampness, condensation caused by temperature differences, mould or similar causes.

5. Damage caused by groundwater entering the insured premises, regardless of the cause.

This escape-of-water extension is granted on the basis of the policyholder’s written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to damage directly caused to insured property by impact from motorised or non-motorised land vehicles.

Exclusions

Damage caused by aircraft used by the insured, the insured’s ascendants or descendants, persons employed by the insured or persons for whose acts and conduct the insured is responsible is excluded.

Translation note: the Turkish source says “aircraft” in this Land Vehicles Clause exclusion. That reference is preserved as written; it has not been silently changed to land vehicles.

This land-vehicles extension is granted on the basis of the policyholder’s written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to damage directly caused to insured property by collision or falling of aircraft or other aerial vehicles, or by the falling of parts or objects from them.

Exclusions

Damage caused by watercraft used by the insured, the insured’s ascendants or descendants, persons employed by the insured or persons for whose acts and conduct the insured is responsible is excluded.

Translation note: the Turkish source says “watercraft” in this Aircraft Clause exclusion. That reference is preserved as written; it has not been silently changed to aircraft.

This aircraft extension is granted on the basis of the policyholder’s written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to damage directly caused to insured property by impact from motorised or non-motorised watercraft.

Exclusions

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

This watercraft extension is granted on the basis of the policyholder's written and signed answers to questions concerning 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 Fire Insurance General Conditions, cover is extended to damage directly caused to insured property by smoke arising solely from the sudden, abnormal or faulty operation of heating or cooking appliances connected to a chimney by a pipe or flue.

Exclusions

1. Damage caused by smoke escaping abnormally from open fires or fireplaces.

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

This smoke extension is granted on the basis of the policyholder's written and signed answers to questions concerning 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 under this clause may be granted together or separately, subject to the Fire Insurance General Conditions.

1.1. Tenant's Liability to the Owner

This insurance covers, up to the amount stated in the policy, the tenant's liability for damage to the rented premises or for causing loss of rent or deprivation of use.

For damage to the rented premises, the basis of indemnity under the tenant's liability to the owner is the building's construction value at the prices prevailing at the place and date of damage, less depreciation since construction. If the building will not be reconstructed, indemnity cannot exceed its sale value on the business day preceding the damage, less the land value.

For the tenant's liability to the owner arising from loss of rent or deprivation of use, indemnity is based on the rent corresponding to the period established as necessary to repair or reconstruct the parts let at the date of damage, subject to a maximum period 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 is based on the value of the tenant's belongings and goods determined under the Fire Insurance General Conditions, and cannot exceed the cover amount 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 arising from the spread of fire or explosion damage. Indemnity for damage to neighbours and its rectification is based on the value of the building and contents determined under the Fire Insurance General Conditions, and cannot exceed the cover amount stated in the policy.

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Home Insurance Your Policy Guide

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This booklet must be read with the Policy Schedule and endorsements.