

POLICY/RENEWAL NO : 59889031 / 0
AGENCY NO : 4667 / 70
INSURED PARTY/C.NO : 120575650 / 120575650
ADDENDUM NO : 0
PANEL REG. N : T0865-ZU98

AGENCY NAME : ICD SİGORTA ARAC. HİZM. LTD.
ŞTİ.
AGENCY E-MAIL : icdsigorta@raysigorta.net
AGENCY PHONE : 242-2484684
AGENCY FAX : 242-2484683

INSURANCE COVER

START DATE : 15/05/2017
END DATE : 15/05/2018
DURATION : 365 Gün
PREVIOUS POLICY NO : 0

DETAILS OF THE INSURED PARTY

NAME SURNAME/TITLE : PORTAKAL TERCÜME VE MEDYA HİZMETLERİ OTO. A.Ş
T.R. IDENTITY NO. :
ADDRESS : KORDONBOYU MH KK 16671 BCK 741 HAMAM SOKAK
ÜSKÜDARLI İŞHANI APARTMANI BİNA NO 32 DR 3 MERKEZ ,
MERKEZ KÖYÜ ADA 542 PARSEL 45 DASK ADRES KODU
1057057703 KARTAL BELDESİ KARTAL İSTANBUL
TAX OFFICE / TAX NO : / 7320745254
PLEDGE :

RISK ADRESS

RISK ADDRESS : KORDONBOYU MH. HAMAM SOKAK ÜSKÜDARLI İŞHANI APT. BİNA NO:32 DR:3 ADRES KOD:1057057703 MERKEZ , MERKEZ
KARTAL İSTANBUL 542 ADA 45 PARSEL

SUBJECT OF THE INSURANCE

OCCUPATIONAL CATEGORY :
SCOPE OF THE COVERAGE : TRANSLATION OFFICE
TURÇEF FEDERATION REG. NO : TURÇEF/06-113-042/UDİÇED/019/0
PROFESSIONEL CERTIFICATE :
DURATION :

SUM INSURED

INSURANCE COVERAGES	SUM INSURED	NET PREMIUM (TL)
0	100,000.00	
0	10.00	

TOTAL NET PREMIUM	900.00
TRANSACTION TAX	45.00
GROSS PREMIUM	945.00

RAY SIGORTA ANONİM SİRKETİ hereby insures the Insured as per the representation thereof on the condition that the premiums under the policy are timely paid and in accordance with the Special Terms, the General Terms of Professional Indemnity. The Special Terms as per this policy enjoy priority over the General Terms.

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DETAIL OF INSTALMENTS

PAYMENTS	DATE	AMOUNT (TL)
ADVANCED PAYMENT	15/05/2017	945

INSURING CLAUSES

1. LEGAL LIABILITY

UNDERWRITERS AGREE, SUBJECT TO THE TERMS, LIMITATIONS, EXCLUSIONS AND CONDITIONS OF THIS POLICY, TO INDEMNIFY THE

ASSURED AGAINST ALL SUMS WHICH THE ASSURED SHALL BECOME LEGALLY LIABLE TO PAY AS DAMAGES AND CLAIMANT S COSTS AS A RESULT OF ANY CLAIM FIRST MADE AGAINST THE ASSURED DURING THE PERIOD OF INSURANCE BY REASON OF A NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION BY THE ASSURED OR BY ANY PERSON ACTING ON BEHALF OF THE ASSURED IN THE CONDUCT OF THE ASSURED'S BUSINESS.

2. COSTS AND EXPENSES

UNDERWRITERS FURTHER AGREE, SUBJECT TO THE TERMS, LIMITATIONS, EXCLUSIONS AND CONDITIONS OF THIS POLICY, TO INDEMNIFY THE ASSURED AGAINST NECESSARY AND REASONABLE LEGAL COSTS AND EXPENSES INCURRED WITH UNDERWRITERS' PRIOR WRITTEN CONSENT, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD, IN THE INVESTIGATION, DEFENCE OR SETTLEMENT OF ANY CLAIM WHICH FALLS TO BE DEALT WITH UNDER INSURING CLAUSE 1 OF THIS POLICY; COSTS AND EXPENSES DO NOT INCLUDE:

i) DAMAGES OR COSTS AWARDED AGAINST THE ASSURED

ii) REMUNERATION OF WHATSOEVER NATURE DUE TO THE ASSURED OR TO ANY DIRECTOR, PARTNER, MEMBER OR EMPLOYEE THEREOF.

DEFINITIONS

(THE FOLLOWING WORDS SHALL HAVE THE SAME MEANING THROUGHOUT THIS POLICY, WHETHER EXPRESSED IN THE SINGULAR OR THE PLURAL. WORDS IN THE MASCULINE GENDER SHALL INCLUDE THE FEMININE.)

?ASSURED? SHALL MEAN

i) THE PERSON OR ENTITY STATED IN THE SCHEDULE;

ii) THE DIRECTORS, PARTNERS AND MEMBERS OF SUCH ENTITY;

iii) IN THE EVENT OF THE DEATH, INCOMPETENCE OR BANKRUPTCY OF ANY NATURAL PERSON IN (i) OR (ii) ABOVE, THEIR ESTATE, HEIRS, LEGAL REPRESENTATIVES OR ASSIGNS FOR LEGAL LIABILITIES INCURRED BY THOSE WITHIN (i) OR (ii) ABOVE AND COSTS AND EXPENSES WHICH ARE INDEMNIFIABLE UNDER THIS POLICY.

?ASSURED'S BUSINESS? SHALL MEAN THE PROFESSIONAL ACTIVITIES STATED IN THE SCHEDULE.

?CLAIM? SHALL MEAN

i) ANY CLAIM FORM, WRIT OR SUMMONS OR OTHER APPLICATION OF ANY DESCRIPTION WHATSOEVER OR CROSS-CLAIM OR COUNTER CLAIM ISSUED AGAINST OR SERVED UPON THE ASSURED, OR

ii) ANY COMMUNICATION RECEIVED BY THE ASSURED

ALLEGING A NEGLIGENT ACT, A NEGLIGENT ERROR OR A NEGLIGENT OMISSION BY THE ASSURED OR BY ANY PERSON ACTING ON BEHALF OF THE ASSURED.

A) ALL CLAIMS CONSEQUENT UPON OR ATTRIBUTABLE TO ONE ORIGINATING SOURCE OR CAUSE SHALL BE DEEMED TO BE ONE CLAIM.

B) PARAGRAPH (A) ABOVE SHALL NOT APPLY TO THE PROVISIONS OF THE POLICY RELATING TO THE EXCESS/RETENTION, OR TO CONDITION 1 (CLAIMS NOTIFICATION).

?COMPUTER? SHALL MEAN ANY COMPUTER OR OTHER ELECTRONIC DATA PROCESSING DEVICE, EQUIPMENT OR SYSTEM, ANY HARDWARE, SOFTWARE, PROGRAMME, INSTRUCTION, DATA OR COMPONENT UTILISED OR INTENDED TO BE UTILISED THEREIN

OR THEREBY, OR ANY ACTUAL OR INTENDED FUNCTION OF OR PROCESS PERFORMED BY ANY OF THE FOREGOING.

?DIRECTOR? SHALL HAVE THE MEANING GIVEN BY SECTION 25 OF THE COMPANIES ACT 2006 (U.K).

?EMPLOYEE? SHALL MEAN ANY PERSON, OTHER THAN A DIRECTOR, PARTNER OR MEMBER OF THE ASSURED, WHO IS

i) UNDER A CONTRACT OF SERVICE OR APPRENTICESHIP WITH THE ASSURED, OR

ii) SUPPLIED TO OR HIRED OR BORROWED BY THE ASSURED, OR

iii) UNDER ANY WORK EXPERIENCE OR SIMILAR SCHEME WITH THE ASSURED

WHILST EMPLOYED OR ENGAGED BY AND UNDER THE CONTROL OF THE ASSURED IN CONNECTION WITH THE ASSURED'S BUSINESS.

?JURISDICTION? SHALL MEAN THOSE TERRITORIES STATED IN THE SCHEDULE.

?MEMBER? SHALL MEAN ANY PERSON HOLDING THAT POSITION WITHIN A LIMITED LIABILITY PARTNERSHIP.

?PARTNER? SHALL HAVE THE MEANING GIVEN BY THE PARTNERSHIP ACT 1890 (U.K).

PERIOD OF INSURANCE? SHALL MEAN THE PERIOD STATED IN THE SCHEDULE.

POLLUTION? SHALL MEAN ANY ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF ANY SOLID, LIQUID, GASEOUS, OR THERMAL IRRITANT OR CONTAMINANT INCLUDING, BUT NOT LIMITED TO, SMOKE, VAPOURS, SOOT, DUST, FIBRES, FUNGI, VIRUSES, BACTERIA, FUMES, ACIDS, ALKALIS, CHEMICALS AND WASTE (INCLUDING NUCLEAR WASTE/MATERIALS), OR ANY ACTUAL OR ALLEGED ADVICE GIVEN OR SERVICES PERFORMED IN ANY WAY ASSOCIATED OR CONNECTED WITH SUCH IRRITANT OR CONTAMINANT INCLUDING BUT NOT LIMITED TO TESTING, MONITORING, REMOVAL, TREATMENT, CONTAINMENT, CLEANING UP, NEUTRALISING OR DETOXIFICATION THEREOF.

PREMIUM? SHALL MEAN THE AMOUNT STATED IN THE SCHEDULE PLUS ALL APPLICABLE TAXES AT THE RATES FROM TIME TO TIME IN FORCE.

PROPOSAL? SHALL MEAN THE WRITTEN PROPOSAL BEARING THE DATE STATED IN THE SCHEDULE AND CONTAINING

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PARTICULARS AND STATEMENTS TOGETHER WITH ANY OTHER INFORMATION SUPPLIED TO UNDERWRITERS.
TERRORISM? SHALL MEAN THE USE OF FORCE OR VIOLENCE AND/OR THE THREAT THEREOF, BY ANY PERSON OR GROUP(S) OF PERSONS, WHETHER ACTING ALONE OR ON BEHALF OF OR IN CONNECTION WITH ANY ORGANISATION(S) OR GOVERNMENT(S), COMMITTED FOR POLITICAL, RELIGIOUS, IDEOLOGICAL OR SIMILAR PURPOSES INCLUDING THE INTENTION TO INFLUENCE ANY GOVERNMENT AND/OR TO PUT THE PUBLIC, OR ANY SECTION OF THE PUBLIC, IN FEAR.
UNLAWFUL ASSOCIATION? SHALL MEAN ANY ORGANISATION WHICH IS ENGAGED IN TERRORISM AND INCLUDES ANY ORGANISATION WHICH AT ANY RELEVANT TIME IS A PROSCRIBED ORGANISATION WITHIN THE MEANING OF THE TERRORISM ACT 2000 (UK) OR ANY AMENDMENT OR RE-ENACTMENT THEREOF.
WAR? SHALL MEAN WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR WARLIKE OPERATIONS (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, CIVIL COMMOTION ASSUMING THE PROPORTIONS OF OR AMOUNTING TO AN UPRISING, MILITARY OR USURPED POWER.
LIMIT OF INDEMNITY
UNDERWRITERS' TOTAL AGGREGATE LIABILITY UNDER THIS POLICY INCLUDING ANY ENDORSEMENTS HERETO (INCLUSIVE OF ALL COSTS AND EXPENSES) SHALL NOT EXCEED THE LIMIT OF INDEMNITY STATED IN THE SCHEDULE, IRRESPECTIVE OF THE NUMBER OF CLAIMS MADE AND THE NUMBER OF PARTIES AGAINST WHOM SUCH CLAIMS MAY BE MADE.
EXCESS
UNDERWRITERS SHALL ONLY BE LIABLE IN EXCESS OF THE RETENTION STATED IN THE SCHEDULE, WHICH RETENTION SHALL APPLY TO EACH AND EVERY CLAIM AND SHALL BE INCLUSIVE OF COSTS AND EXPENSES
EXCLUSIONS
(THE HEADING OF EACH EXCLUSION IS FOR EASE OF IDENTIFICATION ONLY)
UNDERWRITERS SHALL NOT BE LIABLE TO INDEMNIFY THE ASSURED AGAINST ANY CLAIM OR COSTS AND EXPENSES
A) CIRCUMSTANCES KNOWN AT INCEPTION
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM ANY CLAIM OR CIRCUMSTANCES EXISTING PRIOR TO OR AT THE INCEPTION OF THIS POLICY AND WHICH THE ASSURED KNEW OR OUGHT REASONABLY TO HAVE KNOWN MIGHT GIVE RISE TO A CLAIM OR TO THE INCURRING OF COSTS AND EXPENSES.
B) OTHER INSURANCE
IN RESPECT OF WHICH THE ASSURED IS ENTITLED TO INDEMNITY UNDER ANY OTHER INSURANCE.
C) DISHONEST AND MALICIOUS ACTS
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OMISSION OF THE ASSURED OR OF ANY EMPLOYEE OF THE ASSURED OR OF ANY PERSON ACTING ON BEHALF OF THE ASSURED.
D) FINES/PENALTIES
IN RESPECT OF ANY FINE OR PENALTY, PUNITIVE, EXEMPLARY, RESTITUTIONARY OR NON-COMPENSATORY DAMAGES.
E) BODILY INJURY/PROPERTY DAMAGE
FOR BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, SICKNESS, DISEASE OR DEATH SUSTAINED BY ANY PERSON OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF PROPERTY, INCLUDING LOSS OF USE THEREOF, UNLESS SUCH CLAIM DIRECTLY RESULTS FROM BREACH OF A PROFESSIONAL DUTY OWED BY THE ASSURED TO A THIRD PARTY.
F) EMPLOYERS LIABILITY
ANY BREACH OF ANY OBLIGATION OWED BY THE ASSURED AS AN EMPLOYER OR POTENTIAL EMPLOYER TO ANY EMPLOYEE OR PROSPECTIVE EMPLOYEE.
G) PROPERTY
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM THE OWNERSHIP, POSSESSION OR USE BY OR ON BEHALF OF THE ASSURED OF ANY LAND, BUILDINGS, AIRCRAFT, WATERCRAFT, VESSEL OR MECHANICALLY PROPELLED VEHICLE.
H) PRODUCTS
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM GOODS OR PRODUCTS SOLD, SUPPLIED, REPAIRED, ALTERED, MANUFACTURED, CONSTRUCTED, INSTALLED OR MAINTAINED BY THE ASSURED OR BY ANY PERSON, ACTING FOR OR ON BEHALF OF THE ASSURED.
I) CONTRACTUAL LIABILITY
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM ANY LIABILITY ASSUMED BY THE ASSURED UNDER ANY EXPRESS WARRANTY, AGREEMENT OR GUARANTEE UNLESS SUCH LIABILITY WOULD HAVE ATTACHED TO THE ASSURED NOTWITHSTANDING SUCH EXPRESS WARRANTY, AGREEMENT OR GUARANTEE.
J) TRADING LOSS
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM ANY TRADING LOSSES OR LIABILITIES OR DEBTS INCURRED BY ANY BUSINESS MANAGED BY OR CARRIED ON BY THE ASSURED.
K) CONSORTIA AND JOINT VENTURES
WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM THE OPERATION OR EXISTENCE OF ANY JOINT VENTURE OR CONSORTIA IN WHICH THE ASSURED HAS AN INTEREST UNLESS UNDERWRITERS' WRITTEN AGREEMENT TO THE ASSURED'S PARTICIPATION IN SUCH VENTURE OR CONSORTIA HAS BEEN FIRST OBTAINED AND AN ENDORSEMENT ADDED TO THIS POLICY.
L) FINANCIAL INTEREST
MADE AGAINST THE ASSURED BY
i) ANY OTHER PERSON FALLING WITHIN THE DEFINITION OF THE ASSURED, OR
ii) ANY PARENT OR SUBSIDIARY COMPANY OF THE ASSURED, OR
iii) ANY PERSON OR ENTITY HAVING A FINANCIAL, EXECUTIVE OR CONTROLLING INTEREST IN THE ASSURED, OR
iv) ANY COMPANY OR ENTITY IN WHICH THE ASSURED OR ANY DIRECTOR, PARTNER OR MEMBER OF THE ASSURED HAS A FINANCIAL, EXECUTIVE OR CONTROLLING INTEREST
UNLESS SUCH CLAIM IS FOR INDEMNITY OR CONTRIBUTION IN RESPECT OF A CLAIM MADE BY AN INDEPENDENT THIRD PARTY AGAINST SUCH COMPANY, PERSON OR ENTITY AND DIRECTLY RESULTS FROM BREACH OF A PROFESSIONAL DUTY OWED BY THE

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ASSURED TO THAT THIRD
PARTY.

M) INSOLVENCY/BANKRUPTCY OF ASSURED

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM THE INSOLVENCY OR BANKRUPTCY OF THE ASSURED.

N) INFRINGEMENT/LIBEL

ALLEGING LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, PATENT, REGISTERED DESIGN, TRADE MARK OR ANY OTHER
INTELLECTUAL PROPERTY RIGHTS OR PASSING OFF.

O) COMPUTER DATE RECOGNITION

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM ANY FAILURE OF ANY COMPUTER (BY WHOMSOEVER OWNED OR OPERATED)
TO RECOGNISE OR RESPOND, CORRECTLY AND EFFECTIVELY, TO ANY PARTICULAR DATE OR PERIOD OF TIME (CONTINUOUS OR
OTHERWISE).

P) COMPUTER VIRUSES AND UNAUTHORISED USE

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM, IN CONSEQUENCE OF OR IN ANY WAY INVOLVING COMPUTER VIRUSES OR THE
FAILURE TO PREVENT UNAUTHORISED USE OF OR ACCESS TO ANY COMPUTER.

Q) RETROACTIVE DATE

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM ANY ACT, ERROR, EVENT OR OMISSION OCCURRING OR ALLEGED TO HAVE
OCCURRED PRIOR TO THE RETROACTIVE DATE (IF ANY) STATED IN THE SCHEDULE.

R) LEGAL ACTION

IN A COURT OR BEFORE AN ARBITRATION TRIBUNAL OUTSIDE THE JURISDICTION, MADE UNDER LAWS OF COUNTRIES OUTSIDE
THE JURISDICTION OR WHERE ACTION IS BROUGHT IN A COURT WITHIN THE JURISDICTION TO ENFORCE A FOREIGN JUDGMENT
WHETHER BY WAY OF RECIPROCAL AGREEMENT OR OTHERWISE.

S) WAR AND TERRORISM

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM, IN CONSEQUENCE OF OR IN ANY WAY INVOLVING:

i) WAR

ii) TERRORISM

iii) ANY UNLAWFUL, WANTON OR MALICIOUS ACT COMMITTED BY A PERSON OR PERSONS ACTING ON BEHALF OF OR IN
CONNECTION WITH ANY UNLAWFUL ASSOCIATION

REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE TO THE CLAIM OR
LOSS.

ALSO EXCLUDED IS LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY,
RESULTING FROM OR IN CONNECTION WITH ANY ACTION TAKEN IN CONTROLLING, PREVENTING SUPPRESSING OR IN ANY WAY
RELATING TO (i) AND/OR (ii) AND/OR (iii) ABOVE.

IF UNDERWRITERS ALLEGE BY REASON OF THIS EXCLUSION THAT ANY LOSS, DAMAGE, COST OR EXPENSE IS NOT COVERED BY
THIS POLICY THE BURDEN OF PROVIDING THE CONTRARY SHALL BE UPON THE ASSURED.

IN THE EVENT THAT ANY PART OF THIS EXCLUSION IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL STILL
BE OF FULL FORCE AND EFFECT.

T) RADIOACTIVE CONTAMINATION OR EXPLOSIVE NUCLEAR ASSEMBLIES

BROUGHT ABOUT BY OR CONTRIBUTED TO BY OR CONSEQUENT UPON

i) LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY WHATSOEVER OR ANY LOSS OR EXPENSE WHATSOEVER RESULTING
OR ARISING THEREFROM OR ANY CONSEQUENTIAL LOSS

ii) ANY LEGAL LIABILITY OF WHATSOEVER NATURE

DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM

(i) IONISING RADIATIONS OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE
FROM THE COMBUSTION OF NUCLEAR FUEL

(ii) THE RADIOACTIVE TOXIC EXPLOSIVE OR OTHER HAZARDOUS PROPERTIES OF ANY EXPLOSIVE NUCLEAR ASSEMBLY OR
NUCLEAR COMPONENT THEREOF.

U) POLLUTION

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM, IN CONSEQUENCE OF OR IN ANY WAY INVOLVING ANY POLLUTION.

V) ASBESTOS

WHICH RESULTS, DIRECTLY OR INDIRECTLY, FROM, IN CONSEQUENCE OF OR IN ANY WAY INVOLVING ASBESTOS IN WHATEVER
FORM OR QUANTITY.

W) TOXIC MOULD

WHICH RESULTS DIRECTLY OR INDIRECTLY, FROM, IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY FUNGI IN WHATEVER
FORM OR QUANTITY.

"FUNGI" SHALL MEAN ANY FUNGUS OR MYCOTA OR ANY BY PRODUCT OR TYPE OF INFESTATION PRODUCED BY SUCH FUNGUS OR
MYCOTA INCLUDING, BUT NOT LIMITED TO, MOULD, MILDEW, MYCOTOXINS, SPORES OR ANY BIOGENIC AEROSOLS.

CONDITIONS

(THE HEADING OF EACH CONDITION IS FOR EASE OF IDENTIFICATION ONLY)

1. CLAIMS NOTIFICATION

[A] THE ASSURED, AS A CONDITION PRECEDENT TO THEIR RIGHT TO INDEMNITY UNDER THIS POLICY, SHALL GIVE TO
UNDERWRITERS IMMEDIATE NOTICE IN WRITING DURING THE PERIOD OF INSURANCE OF

(i) ANY CLAIM, OR

(ii) THE RECEIPT OF ANY NOTICE OF AN INTENTION TO MAKE A CLAIM, OR

(iii) ANY CIRCUMSTANCES OF WHICH THE ASSURED SHALL BECOME AWARE WHICH MIGHT REASONABLY BE EXPECTED TO GIVE
RISE TO A CLAIM, GIVING DETAILED REASONS FOR THE ANTICIPATION OF SUCH CLAIM, TOGETHER WITH FULL PARTICULARS AS
TO DATES AND PERSONS INVOLVED.

SUCH NOTICE HAVING BEEN GIVEN AS REQUIRED BY (ii) OR (iii) ABOVE, ANY SUBSEQUENT CLAIM MADE SHALL BE DEEMED TO

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HAVE BEEN MADE DURING THE PERIOD OF INSURANCE.

[B] THE ASSURED, AS A CONDITION PRECEDENT TO THEIR RIGHT TO INDEMNITY UNDER THIS POLICY, SHALL GIVE UNDERWRITERS SUCH INFORMATION AND CO-OPERATION AS UNDERWRITERS MAY REASONABLY REQUIRE INCLUDING ALL REASONABLE ASSISTANCE IN IDENTIFYING LOCATIONS AND SECURING THE CO-OPERATION OF ANY APPROPRIATE INDIVIDUAL TO SIGN A STATEMENT OF TRUTH OR ANY OTHER DOCUMENT NECESSARY TO COMPLY WITH THE CIVIL PROCEDURE RULES CURRENT AT THE MATERIAL TIME.

2. CLAIMS HANDLING

[A] THE ASSURED, AS A CONDITION PRECEDENT TO THEIR RIGHT TO INDEMNITY UNDER THIS POLICY, SHALL NOT ADMIT LIABILITY FOR OR SETTLE OR ATTEMPT TO SETTLE ANY CLAIM OR INCUR ANY COSTS AND EXPENSES IN CONNECTION WITH ANY CLAIM WITHOUT UNDERWRITERS' PRIOR WRITTEN CONSENT (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD).

[B] UNDERWRITERS SHALL BE ENTITLED, BUT NOT OBLIGED, AT ANY TIME TO TAKE OVER AND CONDUCT IN THE NAME OF THE ASSURED THE DEFENCE OR SETTLEMENT OF ANY CLAIM OR TO PROSECUTE IN THE NAME OF THE ASSURED FOR THEIR OWN BENEFIT ANY CLAIM FOR PAYMENT, INDEMNITY OR DAMAGES OR OTHERWISE AGAINST ANY THIRD PARTY.

[C] THE ASSURED SHALL NOT BE REQUIRED TO CONTEST ANY CLAIM UNLESS LEADING COUNSEL (TO BE MUTUALLY AGREED UPON BY THE ASSURED AND UNDERWRITERS OR, IN DEFAULT OF AGREEMENT, TO BE APPOINTED BY THE PRESIDENT FOR THE TIME BEING OF THE LAW SOCIETY) SHALL ADVISE THAT SUCH CLAIM SHOULD BE CONTESTED.

[D] UNDERWRITERS SHALL NOT SETTLE ANY CLAIM WITHOUT THE CONSENT OF THE ASSURED. IF HOWEVER THE ASSURED SHALL REFUSE TO CONSENT TO ANY SETTLEMENT RECOMMENDED BY UNDERWRITERS AND SHALL ELECT TO CONTEST A CLAIM, THEN UNDERWRITERS' LIABILITY FOR SUCH CLAIM (INCLUDING COSTS AND EXPENSES) SHALL NOT EXCEED THE AMOUNT FOR WHICH THE CLAIM COULD HAVE BEEN SETTLED INCLUSIVE OF COSTS AND EXPENSES INCURRED WITH THEIR CONSENT UP TO THE DATE OF SUCH REFUSAL, AND THEN ONLY UP TO THE LIMIT OF INDEMNITY STATED IN THE SCHEDULE.

[E] THE ASSURED, AS A CONDITION PRECEDENT TO THEIR RIGHT TO INDEMNITY UNDER THIS POLICY, SHALL NOT, EXCEPT INsofar AS MAY BE REQUIRED BY LAW, DISCLOSE TO ANYONE THE EXISTENCE OF THIS POLICY WITHOUT UNDERWRITERS' PRIOR WRITTEN CONSENT. FOR THE AVOIDANCE OF DOUBT, A REQUIREMENT TO DISCLOSE THE EXISTENCE OF THIS POLICY IS NOT A REQUIREMENT TO DISCLOSE ITS TERMS AND CONDITIONS.

3. EMPLOYEE INDEMNIFICATION

IF THE ASSURED SO REQUIRES, UNDERWRITERS WILL INDEMNIFY ANY EMPLOYEE OF THE ASSURED AGAINST HIS LIABILITY TO PAY ANY CLAIM MADE AGAINST THAT EMPLOYEE PERSONALLY, AND NECESSARY AND REASONABLE LEGAL COSTS AND EXPENSES INCURRED WITH UNDERWRITERS' PRIOR WRITTEN CONSENT, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD, IN THE INVESTIGATION, DEFENCE OR SETTLEMENT OF ANY SUCH CLAIM TO THE SAME EXTENT AS IF THE CLAIM WERE MADE AGAINST THE ASSURED AND SUBJECT TO THE TERMS, LIMITATIONS, EXCLUSIONS AND CONDITIONS OF THIS POLICY, PROVIDED ALWAYS THAT SUCH EMPLOYEE SHALL OBSERVE, FULFIL AND BE SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY AS IF HE WERE THE ASSURED, AND PROVIDED ALSO THAT THIS CONDITION SHALL NOT INCREASE THE LIMIT OF INDEMNITY UNDER THIS POLICY, AND PROVIDED ALSO THAT THE EMPLOYEE DOES NOT HAVE ANY DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PROCEEDS OF THE CLAIM AND HAS NOT MADE ANY PROFIT OR GAIN OUT OF THE TRANSACTION GIVING RISE TO THE CLAIM.

4. SUBROGATION

UNDERWRITERS SHALL BE SUBROGATED TO ALL THE ASSURED'S RIGHTS OF RECOVERY AGAINST ANY PERSON BEFORE OR AFTER ANY PAYMENT OR INDEMNITY UNDER THIS POLICY AND THE ASSURED, AS A CONDITION PRECEDENT TO THEIR RIGHT TO INDEMNITY UNDER THIS POLICY, SHALL TAKE ALL STEPS NECESSARY TO PRESERVE UNDERWRITERS' RIGHTS OF SUBROGATION AND SHALL GIVE ALL SUCH ASSISTANCE IN THE EXERCISE OF RIGHTS OF RECOVERY AS UNDERWRITERS MAY REQUIRE. UNDERWRITERS AGREE NOT TO EXERCISE ANY SUCH RIGHTS AGAINST ANY DIRECTOR, MEMBER OR EMPLOYEE OF THE ASSURED UNLESS THE CLAIM IS BROUGHT ABOUT OR CONTRIBUTED TO BY THE DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OMISSION OF THAT DIRECTOR, MEMBER OR EMPLOYEE.

5. FRAUDULENT CLAIMS

IF THE ASSURED SHALL MAKE ANY REQUEST FOR PAYMENT OR INDEMNITY KNOWING THE SAME TO BE FALSE OR FRAUDULENT AS REGARDS AMOUNT, OR OTHERWISE, THIS POLICY SHALL BE VOID AND ALL PAYMENT AND INDEMNITY HEREUNDER SHALL BE FORFEITED.

6. PREMIUM PAYMENT

IF THE PREMIUM HAS NOT BEEN PAID WITHIN 60 DAYS OF INCEPTION, UNDERWRITERS MAY CANCEL THIS POLICY BY GIVING 15 DAYS WRITTEN NOTICE TO THE ASSURED OR TO THE BROKER. IN THE EVENT OF CANCELLATION, PREMIUM IS DUE TO UNDERWRITERS ON A PRO RATA BASIS FOR THE PERIOD THAT UNDERWRITERS WERE ON RISK BUT THE FULL PREMIUM SHALL BE PAYABLE IN THE EVENT OF NOTIFICATION OF A CLAIM OR OF ANY CIRCUMSTANCES BEFORE THE EFFECTIVE DATE OF TERMINATION. IF THE PREMIUM IS PAID IN FULL TO UNDERWRITERS BEFORE THE NOTICE PERIOD EXPIRES, NOTICE OF CANCELLATION SHALL AUTOMATICALLY BE REVOKED. IF NOT, THE POLICY SHALL AUTOMATICALLY TERMINATE AT THE END OF THE NOTICE PERIOD.

7. THIRD PARTY RIGHTS

THE PARTIES TO THIS POLICY ARE UNDERWRITERS AND THE PERSON OR ENTITY NAMED AS THE ASSURED IN THE SCHEDULE. A PERSON WHO IS NOT A PARTY TO THIS CONTRACT HAS NO RIGHT UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 TO ENFORCE ANY TERM OF THIS CONTRACT BUT THIS DOES NOT AFFECT ANY RIGHT OR REMEDY OF A THIRD PARTY WHICH EXISTS OR IS AVAILABLE OTHER THAN BY VIRTUE OF THE ACT.

8. CANCELLATION

THIS POLICY MAY BE CANCELLED BY OR ON BEHALF OF UNDERWRITERS BY THIRTY DAYS NOTICE GIVEN IN WRITING TO THE ASSURED OR THE BROKER AND THE PREMIUM HEREON SHALL BE ADJUSTED ON THE BASIS OF UNDERWRITERS RECEIVING OR RETAINING PRO RATA PREMIUM.

9. PROPOSAL FORM

THE PROPOSAL IS THE BASIS OF THIS POLICY AND IS INCORPORATED HEREIN.

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10. LAW OF CONTRACT

IN CASE OF ANY DISPUTE ARISING OUT OF THIS REINSURANCE, THE SAME SHALL BE GOVERNED BY THE LAWS OF TURKEY AND SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF TURKEY.

11. ASSIGNMENT

NO ASSIGNMENT OF THIS POLICY, OR OF ANY INTEREST UNDER IT, SHALL BE EFFECTIVE UNLESS UNDERWRITERS' WRITTEN CONSENT HAS BEEN FIRST OBTAINED AND AN ENDORSEMENT ADDED TO THIS POLICY.

NOTICE

COMPLAINTS

BELOW ARE TWO COMPLAINTS NOTICES. IF YOU ARE INSURED WITH MARKEL SYNDICATE 3000 AT LLOYD'S PLEASE FOLLOW THE PROCEDURE SET OUT IN (1) BELOW. IF YOU ARE INSURED WITH MARKEL INTERNATIONAL INSURANCE COMPANY LTD, PLEASE FOLLOW THE PROCEDURE SET OUT IN (2)

MARKEL SYNDICATE 3000 AT LLOYD'S

IF AT ANY TIME YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THIS POLICY OR THE HANDLING OF A CLAIM, YOU SHOULD IN THE FIRST INSTANCE REFER TO YOUR INSURANCE BROKER OR INTERMEDIARY, IF ANY. IF YOUR PROBLEM CANNOT BE RESOLVED IN THIS WAY, PLEASE WRITE TO THE CLAIMS MANAGER, PROFESSIONAL LIABILITY DIVISION, MARKEL INTERNATIONAL LIMITED, THE MARKEL BUILDING, 49 LEADENHALL STREET, LONDON, EC3A 2EA. WE WILL THEN ADVISE YOU OF MARKEL'S INTERNAL COMPLAINTS HANDLING PROCEDURE.

IF YOU ARE STILL UNABLE TO RESOLVE THE SITUATION AND WISH TO MAKE A COMPLAINT YOU CAN DO SO AT ANY TIME BY REFERRING THE MATTER TO THE COMPLAINTS DEPARTMENT AT LLOYD'S. THEIR ADDRESS IS COMPLAINTS DEPARTMENT, LLOYD'S, ONE LIME STREET, LONDON, EC3M 7HA; TEL: 020 7327 5693; FAX: 020 7327 5225; E-MAIL: LLOYDS-REGULATORY-COMPLAINTS@LLOYDS.COM

COMPLAINTS THAT CANNOT BE RESOLVED BY OUR INTERNAL COMPLAINTS HANDLING PROCEDURE OR BY THE COMPLAINTS DEPARTMENT AT LLOYD'S MAY BE REFERRED TO THE FINANCIAL OMBUDSMAN SERVICE. FURTHER DETAILS WILL BE PROVIDED AT THE APPROPRIATE STAGE OF THE COMPLAINTS PROCESS.

THESE COMPLAINTS PROCEDURES DO NOT AFFECT YOUR RIGHT TO HAVE RECOURSE TO LEGAL ACTION OR TO ANY OTHER REMEDY AVAILABLE TO YOU.

MARKEL INTERNATIONAL INSURANCE COMPANY LTD

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** THIS POLICY HAS BEEN PREPARED AND EXECUTED IN TURKISH LANGUAGE. THE ENGLISH TEXT PROVIDED HEREIN IS FOR CONVENIENCE ONLY AND HAS NO BINDING EFFECT. IN THE EVENT OF ANY DISCREPANCY BETWEEN TURKISH TEXT AND THIS TRANSLATION IN TO ENGLISH, THE TURKISH TEXT SHALL PREVAIL

MÜŞTERİ NO : VERGİ NO :

In case the inception date of policy is after the issued date the policy will begin at 12.00 pm of inception date. As the inception date and the issued date of policy are the same the policy will begin in the time, when the policy has issued.

THIS INSURANCE PROPOSAL IS NEVER ACCEPTED AS INSURANCE POLICY. RESPONSIBILITY OF THE INSURER COMMENCES WHEN THE POLICY IS ISSUED AND THE FIRST INSTALLMENT IS PAID.

INSURED / INSURER



RAY SİGORTA A.Ş. ANTALYA BÖLGE
MÜDÜRLÜĞÜ

KONYAALTI CD ANTMARİN İŞ MERKEZİ NO
24 KAT 6 DAİRE NO 8 0 MERKEZ ANTALYA
TÜRKİYE

Copy Of Policy

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