

GENERAL CONDITIONS OF FIRE-RELATED PROFIT LOSS INSURANCE

A- Scope of Insurance

A.1- Subject of Insurance

With this insurance; in movable and immovable assets used in the execution of a commercial activity, as a result of Losses and losses arising from the occurrence of risks covered under a fire insurance contract, profit losses resulting from the partial or complete cessation or interruption of commercial activity are covered by the insurer up to the insurance amount specified in the policy.

In order for the insurer to make a payment under the scope of profit loss insurance, it is required that the buildings, machinery, equipment, fixed assets and goods used by the insured while carrying out the commercial activity are damaged as a result of the occurrence of risks covered by a valid fire insurance contract and the Losses incurred are compensated or accepted as a responsibility by the relevant insurer.

In the application of this insurance, commercial activity is defined as any activity carried out for the purpose of making a profit; and loss of profit is understood as the gross profit loss resulting from the decrease in turnover as a result of the cessation or disruption of commercial activity, provided that it remains within the compensation period, and the increase in the operating cost to prevent this decrease.

A.2- Scope of Coverage

With this insurance, the situations for which loss of profit coverage will be provided are freely decided by the policyholder and the insurer among the situations covered in the relevant fire insurance contract.

A.3- Compensation Period

The insurer is responsible for the loss of profit that will occur within the period from the moment the damage occurs until the cessation or disruption of commercial activity is completely eliminated, provided that the conditions in the second paragraph of Article A.1 are met, and provided that the maximum compensation period specified in the policy is not exceeded. The maximum compensation period is written in the policy.

A.4- Cases Excluded from Coverage

The following cases are excluded from the coverage of this insurance.

4.1. Loss of profit arising from situations not covered in accordance with the provisions of the relevant fire insurance contract and the general conditions of fire insurance.

4.2 Profit losses arising from risks other than those specified in the loss of profit policy as agreed upon between the policyholder and the insurer.

4.3. Profit losses occurring after the bankruptcy of the insured or the termination of the business's activities.

A.5- Liability of the Insurer

The liability of the insurer is limited to the insurance amount specified in the insurance policy. The insurance amount is the gross profit calculated according to the principles specified in these general conditions, unless otherwise agreed between the parties.

A.6- Insufficient Insurance

When determining the insurance amount (gross profit) and turnover, the estimated turnover of the workplace for the compensation period is taken as basis. The insurance amount calculated based on the turnover may be revised on a three-month basis. Unless otherwise agreed, if the insurance amount is less than the amount obtained by applying the gross profit rate to the annual turnover or to the standard turnover if the compensation period is more than 12 months, the compensation is reduced according to the ratio between them.

The insured or the policyholder may change the insurance contract in such a way that the entire loss not exceeding the insurance amount will be paid by the insurer, regardless of the rate specified above. If the insured or the policyholder notifies the insurer of such change by notary public protest before the risk occurs, the provisions of the contract will automatically be changed as of the day following the notification date, in such a way that the insurer will be liable for the entire loss not exceeding the insurance amount. The insured pays the premium difference requested by the insurer in accordance with the provisions regarding the payment of the principal premium.

A.7- Excess Insurance

If the insurance amount or the amount the insurer decides to pay due to the loss exceeds the amount obtained by applying the gross profit rate to the annual turnover or, if the compensation period is more than 12 months, to the standard turnover, the part of the insurance exceeding this amount is invalid.

The insurer, who is informed during the insurance period, notifies the insured of this situation, reduces the insurance amount and the portion of the premium pertaining to this excess amount and returns the excess to the insured.

A.8- Deductibles

The policyholder and the insurer may agree that a certain amount, a certain percentage and/or a certain period of the loss of profit, provided that it is not less than 72 hours, will not be compensated.

The Deductibles determined in this manner are written in the policy.

A.9- Start and End of Insurance

Insurance begins at 12:00 noon Turkish time on the days written as start and end dates in the policy, unless otherwise agreed upon, and ends at 12:00 noon.

B- Damage and Compensation

B.1- Obligations of the Policyholder and/or the Insured in Case of Realization of Risk

The policyholder and/or the insured are obliged to fulfill the following in case of realization of risk:

- 1.1- Inform the insurer of the situation as soon as they learn that the risk has occurred and in any case within five business days from this date at the latest,
- 1.2- Take the necessary measures as if they were not insured in order to eliminate or minimize the disruption or stoppage in the business during the period from the occurrence of the risk until the damage is estimated and assessed, and comply with the instructions given by the insurer for this purpose,
- 1.3- Until the damage is determined and assessed, they should not make any changes that will make it difficult to determine the damage or increase the amount of damage, except in cases of necessity, at the place where the damage and losses occurred,
- 1.4- Keep the accounting books and records, receipts and invoices, balance sheets and to obtain other documents, necessary information and explanations, all kinds of evidence and other information and documents necessary for the exercise of the right of recourse at its own expense,
- 1.5- To allow the insurer or its authorized representative or representatives to examine the insured values and related documents for the purpose of determining the compensation obligation, the amount of compensation and recourse rights,
- 1.6- To inform the insurer of insurance contracts that provide direct Losses causing loss of profit and other insurance contracts related to the subject of insurance, if any,
- 1.7- To submit a detailed compensation request to the insurer in writing at the end of the compensation period determined in accordance with Article A.3 of these general conditions, or at the end of each period if payment is agreed upon by periods, within 30 days at the latest.

B.2- Measures to Reduce Loss of Profit

The policyholder and/or the insured are obliged to take measures to prevent, reduce and mitigate the damage in the event of the occurrence of the risk provided for by this contract and the measures requested by the insurer in this direction. Expenses related to the measures taken shall be paid by the insurer even if these measures prove futile. If these measures are not taken, in the event of the fault of the policyholder and/or the insured, the amount the insurer is obliged to pay shall be reduced according to the severity of the fault. If there is underinsurance, the insurer shall pay these expenses by reducing them according to the rate specified in Article A.6.

B.3- Activity in an Alternative Workplace

If the insured conducts his/her activity in a workplace other than the one defined in the contract during the compensation period or if this activity is carried out by others on behalf of the insured, the income obtained shall be taken into account in calculating the turnover provided by the insured during the compensation period.

B.4- Rights and Obligations of the Insurer in Case of Realization of Risk

When the risk occurs, the insurer or the persons authorized by it may enter the places where the damage occurred in reasonable and appropriate ways in order to reduce the loss of profit. By acting in this way, the insurer shall not assume any liability for compensation and shall not be deemed to have waived any of its rights arising from the provisions of the policy.

The insurer must complete the necessary examinations within 30 days at the latest from the date the documents regarding the amount of damage are given to it, determine the amount of damage and compensation and notify the policyholder and/or the insured.

B.5- Determination of Damage

The amount of the loss of profit provided by this contract and the increase in the operating cost to prevent or reduce the loss of profit shall be determined by an agreement to be made between the parties.

If the parties cannot agree on the amount of damage, they may decide to go to arbitrators-experts to determine the amount of damage; this matter shall be determined in a report. In this case, the amount of damage shall be determined in accordance with the following principles and if compensation is requested from the insurer, the decision of the arbitrator-expert regarding the amount of damage shall constitute the basis for determining the compensation. If the sole arbitrator-expert is selected, within three months from the date of appointment, otherwise, within six months from the date of selection of the third arbitrator expert and in any case, if the report is not served within six months from the date of expiration of the compensation period regarding the event causing the loss of profit, the parties may prove the amount of damage with all kinds of evidence.

If the parties cannot agree on the selection of a sole arbitrator-expert for the resolution of the dispute, each party shall select its own arbitrator-expert and notify the other party of this in accordance with the principles set forth in Article C.5. The party arbitrator-experts shall select a third arbitrator-expert within seven days of the date of the first meeting and before proceeding with the examination and shall record this situation in a report. The third arbitrator-expert shall only be authorized to decide on the issues on which the party arbitrator-experts cannot agree, within the boundaries of the dispute. The decisions of the arbitrators-experts are compiled in a single report and notified to the parties at the same time.

If either party does not select the arbitrator-expert within 15 days of the notification made by the other party, or if the party arbitrator-experts cannot agree on the selection of the third arbitrator-expert within seven days, the party arbitrator-expert or the third arbitrator-expert shall be selected by the court authorized to hear commercial cases at the location of the damage upon the request of one of the parties and from among the experts.

Objections may be made to the arbitrators-experts on the grounds that their expertise is not sufficient and within seven days from the date the identity of the arbitrator-expert is learned. The right to object that is not exercised in due time shall be void. If the arbitrator-expert dies, resigns or is rejected, a new one shall be selected in his place according to the same procedure and the duty shall continue from where it was left off.

The death of the policyholder and/or the insured does not terminate the duty of the arbitrator-expert he/she has selected.

The arbitrators-experts may request that the evidence they deem necessary for determining the amount of damage and the records and documents to be used in this determination be provided to them, and they may conduct an examination at the site of the damage.

The decisions of the arbitrators-experts or the third arbitrator-expert regarding the amount of damage are final and binding on the parties. The arbitrator-expert decisions may only be appealed to the court authorized to hear commercial cases at the place where the risk occurred, on the grounds that the amount of damage determined is significantly different from the actual situation and within seven days from the date of notification of these decisions.

The parties shall pay the fees and expenses of the arbitrators-experts they have selected themselves. The fees and expenses of the sole arbitrator-expert or the third arbitrator-expert shall be paid by the parties in half.

The determination of the amount of damage shall not affect the assertion of the existing provisions and conditions in this contract and legislation.

B.6- Calculation of Compensation

Unless a separate calculation method is specified and defined in the contract due to the nature of the insured's commercial activity, the insurance compensation; It is calculated by deducting the operating expenses that should have been paid from the gross profit within the compensation period but were not paid or saved due to the damage from the gross profit loss resulting from the decrease in turnover and the increase in work costs.

Gross Profit Loss Due to Decrease in Turnover: It is the amount obtained by applying the gross profit rate to the amount of turnover that has decreased during the compensation period and due to the damage (the difference between the standard turnover and the turnover obtained).

Gross Profit Loss Due to Increase in Operating Cost: It is the necessary and acceptable cost increase in order to prevent the decrease in turnover. However, this increase must have been made within the compensation period and must not exceed the amount that would have been obtained by applying the gross profit rate to the amount of turnover that was prevented from decreasing.

Value Added Tax is excluded in all calculations included in the policy.

Definitions

The matters specified below are essentially determined in the insurance contract. If these matters are not determined separately in the insurance contract, the definitions written below are deemed valid.

Gross Profit: The positive difference between the total of turnover and closing stocks, if any, and the total of opening stocks, if any, and the total of operating expenses clearly stated by the parties in the insurance contract.

Turnover: The total of the income obtained from sales and/or services provided by the business related to its commercial activity specified in the contract.

Annual Turnover: The turnover for 12 months back from the date of damage

Standard Turnover: The turnover during the period corresponding to the compensation period within the 12 months immediately preceding the date of damage. This period is increased if the compensation period exceeds 12 months.

Gross Profit Rate: The ratio of gross profit obtained in the activity year prior to the date of damage to the turnover.

While calculating the gross profit rate, annual turnover and standard turnover, adjustments can be made to evaluate changes in the development course of the business and changes in other conditions affecting the business activity before or after the damage or factors that may affect the business activity even if the damage has not occurred. The figure to be found in this way should be as close as possible to the figure that could have been obtained if the damage had not occurred within the relevant period following the damage.

B. 7- Decrease or Reduction of the Right to Compensation

If the policyholder and/or the insured fail to fulfill their obligations after the occurrence of the risk and an increase in the amount of damage occurs as a result, this increase shall be deducted from the compensation to be paid by the insurer.

If the policyholder and/or the insured intentionally causes the occurrence of the risk or intentionally takes actions (including not carrying out their activities) that increase the amount of damage, their rights arising from the policy shall be void.

The proof of the situations stated in this article belongs to the insurer.

B.8- Results of Damage and Compensation

8.1- Compensation arising from loss of profit shall be paid within 30 days at the latest from the end of the period for which the insurer is responsible in accordance with the principles specified in Article A.3. However, the parties may agree that the compensation shall be paid in parts as of certain periods during the period when the activity is stopped or interrupted.

8.2- The insurer shall legally act as the rightful owner for the amount of compensation paid, and the policyholder and/or the insured shall be obliged to provide the insurer with information and documents that may be useful in the lawsuits that the insurer may file without delay.

8.3- If the risk occurs and complete damage occurs, the insurance coverage shall terminate. In the event of partial damage, the insurance amount shall be reduced by the amount of compensation paid as of the date the risk occurs.

The same procedure shall apply in cases where the insurance amount is classified in items or divided into groups.

In cases where the insurance amount decreases, the insurance amount may be increased by collecting premiums on a daily basis if the policyholder requests it and as of this date.

8.4- In case of partial Losses, the parties have the right to terminate the insurance contract. The parties can only exercise their right to terminate before the compensation is paid.

The premium for the period until the date of termination is effective is calculated on a daily basis and any excess is refunded.

C- Miscellaneous Provisions

C.1- Payment of Insurance Premium, Commencement of the Insurer's Liability and Default of the Policyholder

If the entire insurance premium is agreed to be paid in installments, the first installment is paid upon delivery of the policy and the other installments are paid on the dates specified in the policy. Unless otherwise agreed, if the entire insurance premium or the first installment is not paid, the insurer's liability does not start even if the policy is delivered and this condition is written in the policy.

In case of default in the premium payment debt, the provisions of the Code of Obligations are applied.

In case of realization of the risk, all installments become due and this condition is written in the policy.

In cases where the insurance contract is deemed to be terminated in accordance with this article, the premium corresponding to the period during which the insurer's liability continues is calculated on a daily basis and the excess is returned to the policyholder.

C.2- The Insured's Obligation to Make a Declaration at the Time the Contract is Made

The insurer prepares the contract based on the insured's declaration in the offer letter or, if there is no offer letter, in the policy and its annexes.

If the insured's declaration is untrue or incomplete, and in cases where the insurer does not make the contract or makes it under more severe conditions; the insurer may withdraw from the contract within 30 days from the date it learns the situation or may keep the contract in force and request the premium difference within the same period.

If the insured does not notify that he/she accepts the requested premium difference within eight days, the contract is terminated. However, withdrawal from the contract due to non-acceptance of the premium difference must occur within one month from the date the insurer learns of the untrue and incomplete declaration.

The premium for the period until the date of withdrawal or termination becomes effective is calculated on a daily basis and any excess is refunded.

If it is understood that the insured has intentionally made an untrue or incomplete declaration, the insurer may withdraw from the contract and become entitled to premium even if the risk has occurred.

In cases where the policyholder has no intent, if the risk occurs before the insurer learns about the situation or within the period that will elapse for the withdrawal or termination to take effect, the insurer pays the compensation according to the ratio between the premium accrued and the premium that should have been accrued.

The right to withdraw or request the premium difference that is not used in due time is void.

C.3- The Policyholder and/or the Insured's Obligation to Notify During the Insurance Period and Its Consequences

If the policyholder and/or the insured makes a change in the location, manner of use or quality of the values used in conducting their commercial activities after the conclusion of the contract, or in matters related to business activities, according to the proposal, or if there is no proposal, in the policy and its annexes, they are obliged to notify the insurer of this situation within eight days.

If the change is one of the situations that requires the insurer not to conclude the contract or to make it under more severe conditions, the insurer terminates the contract within eight days from the date the situation is learned, or keeps the contract in force by requesting the premium difference.

If the policyholder does not notify that he/she accepts the requested premium difference within eight days following the receipt of the request, the contract is terminated.

The premium for the period until the date of termination is effective is calculated on a daily basis and any excess is refunded.

The right to request the termination or premium difference that is not used in due time is waived.

If the insurer learns that the places where the values used by the insured in the commercial activity specified in the offer letter, or in the policy and its annexes if there is no offer letter, or the matters related to the business activities are changed, and acts in a manner indicating that he/she agrees to the insurance contract continuing in force, the right to request the termination and premium is waived.

If the change is of a nature that mitigates the risk and requires a lower premium application, the insurer refunds the premium difference to be calculated on a daily basis for the period from the date of this change until the termination of the contract to the policyholder.

In cases where the insurer does not conclude the contract according to these changes or makes it under more severe conditions;

- a) Before the insurer learns the situation,
- b) Within the period in which the insurer can give notice of termination,
- c) In the event that the risk occurs within the period for the termination notice to become effective, the insurer pays the compensation according to the ratio between the premium accrued and the premium that should have been accrued.

C. 4- Change of Beneficiary

If the beneficiary changes during the contract period, the contract continues to be effective and the rights and obligations of the insured arising from the contract are transferred to the new beneficiary. In the event of a change, the policyholder and the new beneficiary who learns about the existence of the insurance are obliged to notify the insurer of the situation within 15 days.

The insurer may terminate the change, and the new beneficiary may terminate the contract within eight days from the date on which he learns about the existence of the insurance.

The right to terminate that is not used in due time is waived.

The premium for the period until the date on which the termination becomes effective is calculated on a daily basis and the excess is returned to the new beneficiary.

The policyholder and the new beneficiary who does not exercise the right to terminate are jointly responsible for the premium debts that must be paid at the time of the change of beneficiary.

In the event of the death of the policyholder and/or the insured, all rights and obligations arising from the contract pass to the new beneficiary or beneficiaries.

C.5- Notifications and Notices

Notifications of the policyholder and/or the insured shall be made to the insurance company's headquarters or the agency acting as an intermediary in the insurance contract by notary or by registered mail. Notifications of the insurer shall be made in the same manner to the addresses of the policyholder and the insured as shown in the policy or to the last notified addresses if these addresses have changed.

Notifications made to the parties by hand in return for signature by letter or telegram shall also be deemed as registered mail.

The termination notice made by the insurer shall be effective at 12:00 noon 15 days after the date of delivery to the post or notary, and the termination notice made by the policyholder and/or the new right holder shall be effective at 12:00 noon the day following the date of delivery to the post or notary.

Notifications made electronically using a secure electronic signature and proven to have reached the insurer, the insured and the policyholder shall also be deemed valid.

C.6- Keeping Commercial and Professional Secrets

The insurer and those acting on behalf of the insurer are liable for Losses arising from the disclosure of commercial or professional secrets that they may learn about the policyholder and the insured.

C.7- Competent Court

In cases to be filed against the insurer due to disputes arising from the insurance contract, the competent court is the courts responsible for hearing commercial cases at the place where the headquarters of the insurance company or the residence of the agent mediating the insurance contract is located or where the risk occurred, and in cases to be filed by the insurer, the courts responsible for hearing commercial cases at the place where the defendant resides.

C.8- Statute of Limitations

All claims arising from the insurance contract become time-barred in two years.

C.9- Special Conditions

Special conditions may be included in the contract provided that they do not conflict with these general conditions and are not against the insured.