

Your travel insurance

All insurance policies contain restrictions and exclusions that You should know about. Please make sure that the cover meets Your needs.

Main characteristics of the travel insurance

This travel insurance provides cover for specified events that occur in connection with Your trip for example: loss of baggage, cancellation of Your trip, illness or injury, and medical assistance.

The details of your insurance cover are mentioned on the *Travel Policy Certificate*. Please make sure to read them carefully to understand the coverage that you will be availing.

Once premium is paid this *Policy* can not be cancelled

Premium

The cost of this insurance cover is shown on Your Travel Insurance Certificate.

Law

This insurance will be governed by the law of the *Country of Issuance* as stated in the *Travel Insurance Certificate*.

What to do if You have a complaint or need assistance:

Please Contact:

Travel Guard Assist

PO BOX 60108
London
SW20 8US
UK

Travel Guard is a trading name of Travel Guard EMEA Limited, a company registered in England with company number 1728011, and registered address: Unit 21, Cecil Pashley Way, Shoreham Airport, Shoreham by Sea, West Sussex BN43 5FF

What to do if You have a claim

Please refer to the Travel Guard Claims Procedure that is mentioned on www.flypgs.com

CHARTIS Sigorta (Claims Department)

Dikilitaş Mah.Emirhan Caddesi No:109
Atakule A Blok
Dikilitas, Besiktas,
Istanbul, Turkey

Contact Numbers:

Travel Guard Assist: + 44 1273400610
CHARTIS Sigorta: + 90 212 310 4 999

TRAVEL GUARD TRAVEL INSURANCE POLICY SPECIAL TERMS & CONDITIONS

“ CHARTIS Sigorta A.Ş. will provide the insurance described in this policy, that is only valid; at home in domestic policies which are purchased beside a domestic airplane ticket via website (www.flypgs.com) of Pegasus Hava Taşımacılığı A.Ş. or from any agency of Pegasus Hava Taşımacılığı A.Ş. and/or optionally; and abroad policies which are purchased beside an international airplane ticket from any agency of Pegasus Hava Taşımacılığı A.Ş. and/or optionally; to the Named Insured(s) (You or Your) named in the Application in return for the premium and compliance with all applicable with general and special terms of this policy. ”

Part A: Definitions

Abroad shall be defined to mean the geographical zone outside the borders of the Republic of Turkey and which starts and ends with custom stations of the Republic of Turkey.

Accident is any external, shocking, apparently observable, sudden, unforeseen, uncontrolled and unexpected physical event incurred by the Insured during the Period of Insurance.

Acquired Insufficient Immune System Syndrome is any interpretation, diagnosis and definition present in the records of World Health Organization relating to AIDS (Acquired Immune Deficiency Syndrome), HIV (Human Immune Deficiency Virus), encephalopathy (dementia), HIV Exhaustion Syndrome and ARC (AIDS Relevant Condition).

Travel Guard Assist shall be defined to mean Travel Guard Assistance Services Inc..

Age shall be defined to mean the age calculated at the Insured's date of birth present in his/her official documents such as ID card or passport regardless of his/her actual date of birth.

Baggage shall be defined to mean a piece of baggage which was checked in and in the custody of a Common Carrier and belonging to passengers.

Beneficiaries shall be defined to mean person(s) to be present in insured's determination of heirship.

Certificate of Flight is the standard certificate of flight issued by airline operating agency or the state authority having judicial power on civil aviation registered in its country.

Common Carrier shall be defined to mean any land, sea or air conveyance operated under a valid license for the transportation of passengers for hire.

Contracted Departure Date shall be defined to mean the departure date stated on travel insurance policy.

Contracted Return Date shall be defined to mean the return date stated on travel insurance policy.

Covered Medical Expenses means the expenses of following necessary services and drugs up to the limits specified in the policy and pursuant to general and special terms of the insurance policy in case of an accidental injury or Sickness of the insured which is firstly diagnosed and has become symptomatic during travel; They include:

- a) the services of a Physician;
- b) hospital confinement and use of operating room;

- c) anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- d) ambulance service; and
- e) drugs, medicines, and therapeutic services and supplies.
- f) dental treatment resulting from injuries sustained to sound natural teeth subject to a maximum \$100 expense per tooth and limited to the maximum shown in the Schedule of Benefits.

Coverage Limits are the upper limits covered by the benefit specified in general and special terms of this insurance policy.

Day shall be defined to mean a period of 24 consecutive hours.

Deductible means the amount of expenses or the number of days to be paid or supported by the Insured Person before the Policy benefits become payable.

Emergency Evacuation means transportation of the patient to the nearest hospital as urgent medical and surgical care are required due to an illness or bodily injury which is firstly diagnosed and has become symptomatic during the term of policy and occurred at once, or transportation of the patient to another place within the Geographical Borders of the Insurance after treatment at the nearest local hospital.

Emergency Dental Care means any natural dental treatment covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation has been documented by dentist's report.

Equipment Failure means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

Geographical Border of the Insurance This insurance policy shall only be effective

- At home in domestic policies which are purchased together with a domestic airplane ticket via website (www.flypgs.com) of Pegasus Hava Taşımacılığı A.Ş. or from any agency of Pegasus Hava Taşımacılığı A.Ş. and/or optionally,
- Within the borders of the country to which the insured goes by any plane of Pegasus Hava Taşımacılığı A.Ş., in policies which are purchased together with an international airplane ticket via website (www.flypgs.com) of Pegasus Hava Taşımacılığı A.Ş. or from any agency of Pegasus Hava Taşımacılığı A.Ş. and/or it shall be effective all over the world (excluding Afghanistan, Cuba, Democratic Republic of Congo) in policies purchased optionally.

Home shall be defined to mean the geographical zone included within the borders of the Republic of Turkey and its customs stations.

Hospital shall be defined to mean as follows:

- a) An institution holding a valid license
- b) An institution which operates primarily for the care and treatment of sick or injured persons
- c) An institution which has a staff of one or more Physicians available at all times,
- d) An institution which provides 24-hour nursing service and has at least one registered professional nurse on duty at all times,
- e) An institution which has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis,
- f) An institution which is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment center.

Immediate Family Member means, being domiciled in Turkey, official spouse, full mother, father, brother, sister and children of the insured.

Incident Weather shall be defined to mean bad weather conditions approved by relevant institution and causing delays in scheduled departure and arrival dates of ticketed Common Carrier.

Injury means bodily injury caused solely and directly by violent, accidental, external and visible means occurring during the Insured Period.

Insurance Policy shall be defined to mean the document that has been arranged by the Insurer according to insurance contract, in accordance with Article 1266 of Turkish Commercial Code.

Insured shall be defined to mean any person domiciled in Turkey and for whom an insurance policy is arranged by the insurance application of himself/herself or policy holder,

- Being at least 2 months old in policies which are purchased together with a domestic and/or an international airplane ticket via website (www.flypgs.com) of Pegasus Hava Taşımacılığı A.Ş. or from any agency of Pegasus Hava Taşımacılığı A.Ş.
- Being at least 6 months old in policies which are purchased optionally.

Insurer shall be defined to mean the Insurance Company, CHARTIS Sigorta A.Ş. that has been registered and authorized in the country in which this insurance policy has been contracted.

Land / Sea Arrangements means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered trips on the Application and arranged by a tour operator, travel agent, cruise line or other organization.

Medical Requirement means, in our opinion the Physician's recommendation is:

- a. consistent with the symptoms, diagnosis and treatment of Your condition;
- b. appropriate with regard to standards of good medical practice; and
- c. not primarily for the convenience of You.

Medical Transportation means any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Period of Insurance is the period between the moment at which the insurance premium has been received, following issuance and presentation of the insurance policy to the insured or policy holder, and expiry date of the policy defined in the insurance policy.

Physician means a licensed practitioner of the healing arts acting within the scope of their license.

The attending physician may not be

- (a) You;
- (b) Your spouse; or
- (c) a person who is related to You or Your spouse, in any of the following ways: child, parent, or sibling.

Policyholder shall be defined to mean the person who is an applicant of this insurance policy and accepted by the Insurer, acting in favor of both itself and the insured, within the benefit coverage of this insurance policy.

Pre-existing Condition means a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the Effective Date of Coverage, or a condition for which hospitalization or surgery was required within a five year period preceding the Effective Date of Coverage.

Prevented from taking the Trip is the situation of cancellation of travel that constitutes an evidence for the situation requiring the cancellation of the Trip with respect to any vital illness, injury or death of the insured or his/her any Immediate Family Member and also demonstrated by Physician's report.

Reasonable and Customary Expenses means the following expenses: Costs of treatment, drugs and services required for Your treatment. Those costs shall not exceed similar normal fees and costs of treatment, drugs and services in the place the costs are incurred.

Residency City : The city where You are permanently residing at the date of issue of the policy, or where You are temporarily residing for a period of more than three months and to where You will be evacuated if medically necessary.

Serious Injury or Sickness means injury or sickness certified as being dangerous to life by a legally qualified medical practitioner.

Sickness means an illness or disease which first manifests itself and is contracted while this policy is in effect requiring treatment by a Physician.

Spouse shall be defined to mean Your official wife or husband residing in Your residency address.

Strike and Lockout: Walking out by workers by the way of collective walk out with the aim of stopping activity or hindering significantly with regard to the nature of the work by mutual agreement or upon decision of any organization having the same purpose shall be defined to mean strike.

Total Limit Our maximum liability relating to claims within the scope of policy coverage, should not exceed the Total Limit stated in the policy. If total claim indemnity which was paid at any time and/or not paid exceeds the Total Limit, fringe benefits attributed to unpaid claims shall be deducted as necessary required for the prevention of the Total Limit excess.

Trip means Land/Sea Arrangements which include any flight connections joining or departing the Land/Sea Arrangements. A Trip does not include the period of time between connected flights and land/sea programs.

Unable to continue the Trip is the suggestion of discontinuance of travel given by a Physician on account of Your Medical Requirement based on the seriousness of the situation, due to any vital illness or death of the insured or his/her any Immediate Family Member. You are required to be under direct care and intervention of a Physician.

War shall be defined to mean war and similar attacks, whether declared or undeclared, including the use of military force by any sovereign state in order to achieve economic, geographic, nationalist, politic, racial, religious or any other similar purposes.

We, Us, Our shall be defined to mean CHARTIS SİGORTA A.Ş.

You / Your / Yourself shall be defined to mean the Insured Person whose name is stated in Policy Table.

Part B. General Exclusions:

Situations Excluded from the Coverage:

This Insurance Policy does not cover the losses or expenses caused by following reasons:

1. Any loss to be caused by suicide, attempted suicide, venereal diseases, AIDS and HIV infections and recrudescence of pre-existing and chronic diseases,
2. Any loss incurred during Military Service or service in attached units of armed forces,

PI Specified Professions (DR 1—16-June-04)

3. Participating in professional, semi-professional or interscholastic team sports or any bodily contact sport,
4. Any loss incurred under the influence of narcotics, alcohol or similar drugs,
5. Participation in a felony, riot, crime, misdemeanor or civil commotion,
6. Participation in contests of speed using an motorized vehicle or bicycle,
7. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft;
8. participation in skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, pot-holing or while riding on a motorcycle;
9. War or any act of war, whether declared or not;
10. Congenital abnormalities (Antenatal)
11. Hernia and all types of complications connected with hernia,
12. Pregnancy or claims growing out of situations connected with pregnancy.
13. Contagious diseases declared by The World Health Organization (WHO)

Postponement of Effective Date of Travel Personal Accident Insurance:

No insurance provided by this policy is effective if You or Your dependent(s) is (are) hospital confined or disabled, meaning unable to perform the usual and customary duties of a person of like age and sex.

The coverage will take effect seven (7) days after such hospital confinement or disability terminates subject to the Pre-existing Condition exclusion.

Part C: Uniform Provisions

Validity of the Contract: This insurance policy shall be valid as the origin of the travel is within the borders of the Republic of Turkey.

Entirety of the Contract: This insurance policy and its annexes constitutes the entire insurance contract.

Any amendment of this insurance policy shall not be valid without our written consent, and unless this approval is stated on the policy. Any agency, the insured or any third person shall not be entitled to amend this insurance policy or waive of any provision thereof.

Effective Date: This is the date stated in the Application as the Trip departure date except Section Trip Cancellation where cover shall commence on the date the Insurance Certificate has been countersigned and the total premium has been paid.

Renewal Conditions: The Insurance Policy shall not be renewed in case of the expiry of Insurance Policy.

Contesting This Policy: We rely on statements made by You in the Application. If information is falsely given or a fraudulent claim is made in any way, then the Policy shall be null and void and no claims will be payable.

Expiry of the Insurance Policy: Insurance policy coverage shall expire after 48 hours later travel in policies purchased beside Pegasus Hava Taşımacılığı A.Ş one-way ticket, and it shall expire upon entrance to customs stations of the Republic of Turkey and/or on the date of Contracted Return Date specified in the policies purchased beside Pegasus Hava Taşımacılığı A.Ş round-trip ticket and in optionally purchased policies.

However in the event of the expiry of Insurance Policy Coverage as mentioned above and/or it shall expire upon the earliest of the following:

- 1) If the Insured does not pay the premium stated on the policy fully, insurance coverage and liability of the Insurer shall not start,
- 2) Upon cancellation request of the Insured,
- 3) Upon the end of the Insured's Trip,
- 4) On the expiry date of insurance period as stated on the policy.

Territory: Unless the scope of this policy is limited by our party, it shall be effective within the borders of the Geographical Border of the Insurance (Excluding Afghanistan, Cuba, Democratic Republic of Congo)

Concealment or Fraud: The entire policy will be void if, whether before or after a loss, You have, related to this insurance, If You behave as follows with respect to the insurance, this insurance policy shall fall void before or after occurrence of loss.

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or made false statements.

In unintentional cases, if You misrepresent, then the Insurer shall be entitled to choose to keep insurance policy effective by collecting premium difference of the risk in proportion to its weight, or to terminate the policy. If the Insurer prefers to terminate, it shall notify the insured within one month about the grounds of termination. The insurance shall draw to close after 15 days at 12:00 a.m. following the posting of termination notice and the amount of premium relating to non-operating insurance period shall be reimbursed. The Right of termination which is not used in due time shall be forfeited. If misrepresentation and defective statement is learned after the occurrence of loss, events caused by intentional action of the policy holder shall not be covered; in unintentional cases, a deduction shall be made from the coverage in proportion of effectuated premium to the premium to be effectuated.

Pecuniary Indemnity / Claims: Your written request for pecuniary indemnity shall be submitted to our party within 5 days after the occurrence of loss. If Your goods covered by this insurance policy incur damages or losses, then You have to do the following:

- a. To claim to the Insurer within the shortest possible time,
- b. To take immediate measures so as to preserve, safeguard and/or regain the goods covered by Insurance Policy,
- c. Immediately to give notice to the carrier of luggage office which is or may be responsible for the said loss or damage,
- d. In case of burglary or robbery, to give information to the police office or other relevant authorities within 24 hours and to prepare necessary documents.

After any physical loss covered by the insurance policy has occurred, indemnity claim should be submitted to the Insurer in a reasonable manner and within the shortest possible time.

Proof of Loss: In the event of any loss indemnity covered by this insurance policy for any periodic payment, written evidence of loss should be submitted to our party within 90 days after the period which we are responsible for, expires. Claim for loss indemnity should be made within 90 days following the date of such occurrence. Not providing such evidence in due time, shall not make the indemnity invalid or reduce the amount of indemnity, if submission of such evidence is impossible in the said period. However, this evidence should be submitted to our party within the shortest possible time.

Time of Payment of Claim: Indemnity shall be paid at least within 15 days following the submission of all demonstrative information and documentation relating to the amount of loss and damage to the Insurer. Only Trip Cancellation Indemnity shall be paid, upon submission of claim documents to Us, in five working days after the inception date of the policy.

Payment of Claims: Death claims will be paid to Your estate, unless We receive a written request from You designating a named beneficiary. All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge our liability to the extent of the claim.

Medical Examination: The Insurer is authorized to make the insured medically examined or make post-mortem examination in the event of death before the payment of indemnity whenever necessary at its own expense.

Valuation of Lost Goods: We will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

Subrogation: In case a payment obligation arise relating to any claim in accordance with this policy, whether payment is made or not, whether real loss of the Insured is compensated completely or not, the Insurer shall have subrogation for every kind of right of the Insured. The Insurer shall be authorized to follow-up and implement these rights on behalf of the Insured and the Insured shall provide every kind of support and cooperation including arrangement of every kind of legal documents and certificates to the Insurer executing these. The Insured shall not do anything possible to damage these rights. The amount that is remaining after reducing expenses of the Insurer from every kind of amount obtained as more of total payments of the Insurer shall be delivered to the Insured. If the claim is not made as result of fraudulency, forgery, willful crime committing or bad-intentioned act or negligence of the employee or does not lead to this result, the Insurer accepts not to use its these rights against any employee. The Insurer may disclaim rights in this Subrogation article in written with at its own discretion.

Misstatement of Age: If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

Limitations: If an insured person is subject to an Accident or Injury within the scope of coverage-benefits under the same Policy given by us are payable- maximum payable amount under all these integrated Policies shall not exceed the amount payable under the Policy paying the highest benefit. If benefits are determined as daily or weekly, "the highest benefit" used here shall mean the highest Daily or weekly Benefit.

Compliance With Policy Provisions: Any person except You or who are appointed as proxy by You can not have any demand in this application form and shall not have right of action against us under this policy.

Reasonable Care and Assistance: The insured is obliged to take all reasonable precautions to abstain from any loss or damage or decrease it as much as possible and try to recover the loss.

In addition to that, the Insured person has to help Us relating to our reasonable demands as to being effective or protection of rights of subrogation that we can be authorized or as to realization or inspection of a demand.

Part D. Coverage

This policy has been arranged within General Terms of Personal Accident Insurances and Travel Health Insurance .

ACCIDENTAL DEATH AND ACCIDENTAL PERMANENT DISABILITY

Limitation : Maximum amount to be paid as result of death of the insured younger than 16 by accident is limited by \$5.000 without considering the price written on the policy.

If the corpse can not be found within one year following striking bottom, going down, falling or breaking of the vehicle in which the passenger was present and declaration of presumed death is taken from court, Benefit of Accident by Death can be paid following taken this document.

EMERGENCY DENTAL EXPENSES (Only in Domestic Travel Policies)

The company shall pay actual medical treatment expenses within Coverage Limits relating to treatment of any damage possible to occur in Your one or more than one natural and good health tooth in a way to require Emergency Dental Care as result of an accident. Emergency Dental Expenses benefit shall be paid up to maximum amount shown in Coverage Limits on insurance policy as maximum \$100 per tooth in return for tooth filling, surgical intervention, service or medicine. Emergency Dental Expenses benefit is limited by damages in natural and good health teeth.

EMERGENCY DENTAL EXPENSES (Only in Foreign Travel Policies)

The company shall pay actual medical treatment expenses within Coverage Limits when a sudden and severe pain occurs without any prior warning in Your one or more than one natural and good health tooth in a way to require Emergency Dental Care. Emergency Dental Expenses benefit shall be paid up to maximum amount shown in Coverage Limits on insurance policy as maximum \$100 per tooth in return for tooth filling, surgical intervention, service or medicine. Emergency Dental Expenses benefit is limited by damages in natural and good health teeth.

MEDICAL ACCIDENT EXPENSES (Only in Domestic Travel Policies)

Your medical treatment expenses that You make for treatment of a serious injury arising as result of an accident occurred during Your travel up to maximum amounts stated in Coverage Limits in direction of exemption stated for each event shall be paid. Medical expenses shall be paid for necessary medical treatment or surgical intervention and services including hospital, treatment and ambulance service within limits stated in Coverage Limits. First treatment should be made within 24 hours following the injury.

MEDICAL ACCIDENT & SICKNESS EXPENSES (Only in Foreign Travel Policies)

Your medical treatment expenses that You make for treatment of a serious injury or sudden illness occurred during Your travel shall be paid up to maximum amounts stated in Coverage Limits in direction of exemption stated for each event unless it does not arise from a pre-existing situation. Medical expenses shall be paid for necessary medical treatment or surgical intervention and services including hospital, treatment and ambulance service within limits stated in Coverage Limits. First treatment should be made within 24 hours following the injury or starting of illness.

Exclusions:

1. Services, medicines, treatment or hospital cares that are not approved to be necessary medically or not advised by a doctor
2. Routine physical examinations or similar examinations and laboratory diagnosis or x-ray examinations,
3. Cosmetic or plastic surgery interventions provided that they are not as result of an accident,

4. Expenses incurred in connection with to weak, strained, or flat feet, corns, calluses, or toenails,
5. Diagnosis and treatment of acne,
6. Surgery interventions necessary for wry noses and healing it,
7. Deviated septum, including sub mucous resection and/or other surgical correction
8. Wellchild care including exams and immunizations,
9. Expenses which are not exclusively medical in nature,
10. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing
11. Treatment provided in a government hospital or services for which no charge is normally made,
12. Mental, nervous, or emotional disorders or rest cures
13. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices.

EMERGENCY MEDICAL EVACUATION

If injury by accident or illness that is not pre-existing and which is acute require Your transportation from the place where You stay, Reasonable and Customary Expenses up to maximum limits shown in Coverage Limits shall be paid by us. Direction should be given by a doctor or hospital approving that injury or illness require urgent medical transportation for Medical Transportation in case of Emergency State/Discharge.

For patient transportation benefit to be used in case of Emergency State/Discharge of an insured person Abroad, it is obligatory that transportation of the insured to home be mandatory medically, approval be taken from Travel Guard Assist and arrangements to be made by Travel Guard Assist. In case transportation is made without taking approval from Travel Guard Assist, transportation fees shall not be paid by the Insurer.

For patient transportation benefit to be used in case of Emergency State/Discharge of an insured person at Home, it is obligatory that transportation of the insured to his/her permanent residence be mandatory medically, approval be taken from CHARTIS Turkey Claims Department and arrangements to come under cognizance of CHARTIS. In case transportation is made without taking approval from CHARTIS Turkey Claims Department, transportation fees shall not be paid by the Insurer.

REPATRIATION OF REMAINS

In case the insured dies, Reasonable and Customary Expenses relating within Coverage Limits relating to return of the corpse to its own residence shall be paid by Us. Insurance benefit to be paid can not exceed maximum amount shown in Coverage Limits.

- a) Embalming,
- b) Cremation,
- c) Coffin,
- d) Transportation etc. other burial expenses are included in expenses within the scope of benefit provided not to be limited to these.

TRIP CANCELLATION

If the contracted travel is cancelled before its starting date in case You, Your official mate, Your mother-father, brothers and sisters and children residing in Turkey have a situation obstructing travel, get injured or die provided that this situation lasts until travel period and certified with an official report by a doctor, part of paid tour price that You can not take back shall be paid by Us up to maximum limits stated in Coverage Limits.

Cancellation:

Provided that reservation and advance payment is made before the said illness, injury or death occur, we shall pay to You back advance payments that You make to hotel and/or transporter firm and You do not use and which are impossible to return.

Travel tour cancellation terms of "Travel Agency" shall be considered while making payment within Coverage Limits and amount out of or above the rate that is necessary to be paid by Travel agency shall be paid within maximum Coverage Limit written on the policy.

Exclusions:

1. Economic Distress and Bankruptcy of the insured or his/her relatives,
2. Travel shall not be deemed to be cancelled in cases valid passport can not be taken, Visa can not be taken or Consulate rejects and any insurance benefit shall not be payable.

TRIP INTERRUPTION

If the contracted travel is interrupted after the travel started in case You, Your official mate, Your mother-father, brothers and sisters and children residing in Turkey get injured or die within travel period provided that this situation is certified with an official report by a doctor, (It is the advise of the doctor for cutting the travel short due to Medical Requirement based on gravity of the situation in case the insured person or intimate family members whit whom the insured person go on the travel get ill or die and it is obligatory to be proved that this person should be under direct care, medical expenses of a doctor or the rest of the insured person is necessary by a doctor report. Relating to acute illness, injury or death of You, Your official mate, Your mother-father, brothers and sisters and children residing in Turkey, it is the situation that gravity of the situation or conditions relating to this situation require a normal person to cut the travel short) deposit paid by You shall be paid by Us up to maximum limits stated in Coverage Limits.

Amounts that You paid to hotel and/or transporter company to turn back to Your home or access to land/sea transportations and You do not use and which are impossible to be returned shall be paid to You except the amount that You will take back as result of return of unused ticket. Benefit is limited to one-way "economic" class ticket fee of scheduled transporter and maximum amount to be paid is limited to policy Coverage Limit.

Companionship of Underage Children

If You travel only with a person who is 15 years old or younger and You can not continue to travel by leaving the child alone as result of Your getting ill, injured or Your death, round-trip economic class airplane ticket of one person to be determined by Your family to take the child by a scheduled airplane getting off the ground from Turkey to a place inside Geographical Border of the Insurance shall be paid by Us.

These expenses should be approved by Travel Guard Assist in Foreign travels and Chartis Turkey Claims Department in Domestic travels.

TRIP DELAY

If Your travel is delayed for 12 hours or more than this following scheduled departure hour due to dangers within the scope of coverage written below, You shall be paid insurance benefit equal to policy Coverage Limits. Delays for maximum 10 days due to dangers within the scope of coverage are subject to Coverage Limits shown on insurance policy.

Dangers within the scope of Coverage:

- a) Delay of transporter due to Inclement Weather conditions.
- b) Delay that occur due to strike or other acts of personnel of scheduled transporter that You will use during Your travel.
- c) Delay arising from a breakdown in equipments of transporter.

Exclusions:

1. Delays arising from any danger within the scope of Insurance coverage that is known by Public and You before taking insurance policy.
2. Delays due to Overbooking of the Common Carrier

MISSED DEPARTURE

We will pay up to the overall limit shown on the Coverage Limits, if You cannot reach the original departure point of Your booked journey on the outward or return journey because Public Transport services fail or the personal vehicle in which You are traveling is involved in an accident.

If the Airline is providing an alternative flight according to the Airline ticketing rules with or without a penalty, the flight will be analysed and the actual loss of the insured will be covered up to the Policy Coverage Limits.

Exclusions:

1. Any delay caused by a strike earlier declared & known by the Public on the Public Transportations,

LOSS OF BAGGAGE/ PERSONAL BELONGINGS (Valid for Common Carriers only)

Loss of Your Baggage and personal belongings in Baggage that are proved by evidences as subject to following matters between Your departure date and return date from travel or end date of insurance policy (whichever is prior) shall be paid by Us up to Coverage Limits. Baggage and personal belongings should be Your own property and be near You during the travel.

It is valid for Baggage that is controlled and taken delivery by airline.

- a) Amount to be paid relating to any belongings shall not exceed coverage amount.
- b) Relating to belongings that are not older than one year, the Company may make payment or restore or repair them at its own discretion.
- c) Relating to belongings that are older than one year, the Company may make payment after reducing wear and tear and depreciation share or restore or repair them at its own discretion.
- d) Lost Baggage benefit has been prepared assuming two Baggage per person, therefore half of Coverage Limit shall be paid per Baggage not considering total Baggage number near the insured person.
- e) Amount to be paid for any belongings shall not exceed USD 150 per belongings.

Maximum limit for each belongings shown in Coverage Limits is USD 150 including jewellery, clock; belongings containing silver, gold or platinum completely or partly; fur, belongings produced from fur, video and camera but not limited to these.

'Documented Loss or Damage', expression means official documents taken from the party that is responsible for the loss or minutes of domestic police or competent authorities.

Extension of Insurance

If You delivered Your belongings to the Airline and delivery is delayed, Baggage/personal belongings insurance shall be extended until the Transporter delivers belongings to You.

BAGGAGE DELAY (Valid for Common Carriers only)

A Baggage Delay which is 12 hours or longer for the Baggage that is controlled and taken delivery by airline, is proved by evidences as subject to following matters on your arrival date from travel or end date of insurance policy (whichever is prior) shall be paid by US up to coverage Limits in order to cover your necessary / urgent emergency receipted purchase of replacement items within the first 10 days from arrival date.

Maximum limit for each belongings shown in Coverage Limits is USD 150

Limitations

Baggage and personal belongings indemnities are the part exceeding the amount to be paid by the Airline or the party responsible for the loss or for which these are responsible. Loss exceeding this amount shall be paid to You as indemnity.

Exclusions:

1. Following goods are out of scope: Mobile phone, animal, motorized vehicles (including accessories), motorcycle, sea boats, snow skis, household goods, antiques, computers (including software and accessories), contact lenses, artificial tooth or prosthesis, money, bill, ticket or documents, every kind of glasses.
2. Any fragile or perishable items, personal electronic devices, music devices, medicines, items having a special value such as jewellery/money, negotiable papers, securities or other valuables, business documents, passports and other identification documents etc.), hazardous materials (Stated on the Common Carrier Baggage Regulations).
3. Any loss caused or related with the excluded items
4. If Your belongings are delayed or held by any customs,any government, public or local authority or other officials legally taking or putting in compulsory quarantine your belongings.
5. Damages occur as result of actions made by You to repair, clean or change any goods and losses and damages occur as result of tear, wear, breakdown, moths and insects.
6. Loss and damage of hired goods; loss and damage that occur due to siege, rebellion, revolution, civil war, abuse or while making defense, struggling against or trying to prevent any event by official authorities; and loss and damage as result of detention, quarantine by official state authorities due to reasons such as illegal trade, transportation or intervention by customs authority.
7. Damage of delay of goods that are insured by another insurance policy or price of which are paid by Transporter or hotel.
8. Loss or Delay of Baggage that is in the custody of a Common Carrier.
9. Loss Delay of Your Baggage that is sent before or loss of giftware and goods that are posted or sent separately.
10. Loss or Delay of belongings or samples relating to work.
11. Loss or Delay of information recorded in band, card, disc or other environments.
12. Baggage loss or delay due to intermediate transfer
13. Any expense caused on handing over process the after the arrival of the delayed baggage to the travel start point.

ATM ASSAULT AND ROBBERY

We will reimburse the money you withdrew from any ATM within the borders of the Geographical Border of the Insurance using your payment card against a robbery event that occurs within 15 minutes of the withdrawal of the money upto maximum limits stated in Coverage Limits.

EARLY RETURN

Cost of Economy Air Fare and transportation Expenses upto maximum limits stated in Coverage Limits will be paid insured to return to city of residence in case Your Immediate Family Member is continuously hospitalized for 3 consecutive days earlier than policy inception date

LEGAL FEES (Cash Advance)

Official fees that occur as result of Your detention or being arrested wrongly by any government or external force shall be paid to You within Coverage Limits. In case the insured person can not establish his/her innocence, obligation to return advance price to the Insurer arises. In these cases, paid advance costs shall be returned to the Insurer in cash and in the same amount at the latest within 7 working days following confirmation of the crime. In case it is not returned, the Insurer shall be able to use all of his/her legal rights.

BAIL BOUND (Cash Advance)

In case the insured person is under arrest due to any reason during policy coverage, Travel Guard Assist shall ensure payment of cash surety to You via credit card, bank number or other channels provided that Travel Guard Assist is informed immediately. In case the insured person can not establish his/her innocence, obligation to return advance price to the Insurer arises. In these cases, paid advance costs shall be returned to the Insurer in cash and in the same amount at the latest within 7 working days following confirmation of the crime. In case it is not returned, the Insurer shall be able to use all of his/her legal rights.

HOTEL CONVALESCENCE

If the insured person is subject to home care more than 7 days following a hospital treatment as result of an event within the scope of insurance during the travel, the company shall pay hotel room fee paid by the insured person for the period stayed in hotel for convalescent period after discharge from hospital within the scope of Coverage Limits. However this should be approved by Travel Guard Assist before. Payment shall be made following certificating by Doctor report within daily sum and total amount shown in Coverage Limits.

If these services are rendered to the Insured person by a third party for free or they are already included in travel cost, indemnity shall not be paid in any case.

Part E: BENEFITS

BANKRUPTCY OF TRAVEL AGENCY (Valid for domestic policies only.)

Within the limits of scope of insurance, expenses of carrying back shall be covered in case the tour is completed, its cost is paid or participants are carried back by Ministry of Tourism or TURSAB (Union of Turkey Travel Agencies) with permission of the Insurer, bankruptcy of travel agency or in case its works are stopped by Ministry of Tourism or TURSAB and in cases where it is clear that tour will not be realized or completed and this is revealed and/or stated to the Insurer by Ministry of Tourism or TURSAB, expenses of carrying back shall be covered.

Insurance coverage starts when tour contract is signed and tour fee is paid completely or partly (for example sale of tour package) and ends when participants complete the tour and turn back to their original places.

In case of bankruptcy of travel agency just before starting of the tour or in case actions of travel agency are stopped by Ministry of Tourism or TURSAB, upon explanation of that by Ministry of Tourism or TURSAB and/or notification of the Insurer, the Insurer shall make payment to participants who paid Insurer tour package fee completely or partly in return for documents possible to be accepted legally such as reservation form, invoice or receipt within limits of insurance coverage.

Part F. COVERAGE AREA:

Danger H-3

24-HOUR PROTECTION

(Only Insured Travel)

Dangers defined in Danger H-3 are only applied to the Insured person within the class where Dangers are applied as stated in Policy Plans.

DANGER DEFINITIONS

Injuries happened to this kind of Insured Person during Insured Travel is covered only for this Insured Person for whom Danger H-3 of this type of insurance is applied.

This type of Insurance coverage starts when tour contract is signed and tour fee is paid completely or partly (for example sale of tour package) and ends when participants complete the tour and turn back to their original places.

This kind of insurance is valid if the Insured Person participates as traveler (but not as a pilot, operator or crew) or if he/she gets injured in a civil airplane that has a valid and continuing Certificate of Flyable and flied by a person who has an evaluation certificate that is continuing and valid and authorizes him/her to fly the airplane. In case an agreement is not made by Us in our writing before, if this Insured Person travels in a civil airplane except defined here, provided Danger H-3 does not apply.

Exclusions:

In addition to the ones listed in General Exceptions on this Policy; Danger H-3 Policy does not include any loss, mortal or non-mortal situations of Policy Holder arising from travel in the airplane or flight (including getting on and getting off) or occurred during use of an airplane for Special Aviation Activities unless otherwise is specified by this Policy.

24 HOURS CONSULTANCY SERVICES

Travel Guard Assist will provide the following Services as described below.

Medical Assistance: As soon as Travel Guard Assist is notified of a medical emergency resulting from Your accident or Sickness, Travel Guard Assist will contact the medical facility or location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, Your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken. Travel Guard Assist will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local physician and arranging hospital confinement of You where, in its discretion, Travel Guard Assist deems such confinement appropriate.

Medical Evacuation: When, in the opinion of Travel Guard Assist's medical panel, it is judged medically appropriate to move You to another location for treatment or return You to Your residence or country of citizenship, Travel Guard Assist will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of Your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of transportation and final destination will be made by Travel Guard Assist.

Death Repatriation: Travel Guard Assist agrees to make the necessary arrangements for the return of Your remains to Your country of citizenship in the event You die while this service agreement is in effect as to You.

Legal Assistance: If You are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to You, Travel Guard Assist will, if required, provide You with the name of an attorney who can represent You in any necessary legal matters.

Lost Luggage or Lost Passport: If You, outside Your country of citizenship, notify Travel Guard Assist that Your luggage or passport has been lost, Travel Guard Assist will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

General Assistance: Travel Guard Assist will serve as a central point for translation and communication for You during emergencies. Travel Guard Assist agrees to provide to You advice on

contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, Travel Guard Assist will provide insurance coordination, verifying coverage of You, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when You return to Your permanent place of residence.

Pre-Departure Services: Prior to Your departure, Travel Guard Assist will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State Department and private service warnings about travel to certain locations. Travel Guard Assist will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.).

Emergency Travel Agency: Travel Guard Assist agrees to provide You with 24 hour travel agency service for airline and hotel reservations. Travel Guard Assist will also arrange payment for Your airline tickets and other travel services, using Your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by Travel Guard Assist for You.

Emergency Cash Transfers and Advances – Travel Guard Assist will arrange for cash payments to You through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. Travel Guard Assist provides this service to supplement the facilities of Your credit cards. Credit card transactions performed by Travel Guard Assist are subject to confirmed credit.

Disclaimer of Liability

In all cases the medical professional or any attorney suggested by Travel Guard Assist shall act in a medical or legal capacity on behalf of You only. Travel Guard Assist assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to Travel Guard Assist by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

You are responsible for the cost of services arranged by Travel Guard Assist on behalf of You or a covered family member. Travel Guard Assist will access this policy and/or other insurance policy benefits to which You may be entitled, and/or Your credit cards or other forms of financial guarantees provided by You, in order to facilitate payment for such services.

***24 Hours Emergency Aid & Travel Reference Line
Travel Guard Assistance Services Inc.***

Out of Turkey : +44 1273400610

With in Turkey : +90 212 310 4 999

Professional Liability Specified Professions

Professional Liability
Specified Professions

SCHEDULE

**POLICY
NUMBER:**

ITEMS									
Policyholder									
Policyholder's Main Address									
Professional Services									
Policy Period	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border: 1px solid black; padding: 2px;">From:</td> <td style="width: 30%;"></td> <td style="width: 30%; border: 1px solid black; padding: 2px;">To:</td> <td style="width: 10%;"></td> </tr> <tr> <td colspan="4" style="padding: 2px;">12:01 A.M. at the Policyholder's Main Address</td> </tr> </table>	From:		To:		12:01 A.M. at the Policyholder's Main Address			
From:		To:							
12:01 A.M. at the Policyholder's Main Address									
Limit of Liability (Aggregate)									
Sublimit of Liability: Lost Documents Extension									
Retentions (Each and Every Claim)									
Retroactive Date									
Premium									
Date Proposal Signed									
Insurer & Address									
Claims Notice									

Issued at > this > day of > 200

Signed by _____ for and on behalf of the **Insurer**.

.....Authorized Signatory

Notice

This is a claims made insurance policy. This policy will only apply to **Claims** first made against the **Insured** by a **Third Party** and reported to the **Insurer** during the **Policy Period**. Further, please note that the amounts incurred for legal defence shall be applied against the **Retention** amount.

Professional Liability Specified Professions

In consideration of the payment of the **Premium** and subject to all of the provisions of this policy, the **Insurer** agrees as follows.

COVERS

All cover under this policy is afforded solely with respect to **Claims** first made against an **Insured** during the **Policy Period** and reported to the **Insurer** as required by this policy.

Professional Liability The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Breach of Duty** of the **Insured**.

Defence The **Insurer** has the right to defend any **Claim** which this policy may respond to under its Covers or Extensions. The **Insurer** shall pay **Defence Costs** incurred in defending any covered **Claim**.

The **Insurer** is under no obligation to pay **Loss**, unless the **Wrongful Act**: (i) first takes place on or after the **Retroactive Date**; and (ii) is committed solely in the performance of or failure to perform **Professional Services**.

DEFINITIONS

- “Bodily Injury”** means physical injury, sickness, disease or death, nervous shock, emotional distress, mental anguish or mental injury.
- “Breach of Duty”** means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform **Professional Services**.
- “Claim”** means any: (i) written demand or (ii) civil or administrative proceeding, that seeks **Damages** from **Wrongful Acts**.
- “Damages”** means any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments rendered against an **Insured**, or for settlements negotiated by the **Insurer** with the consent of either the **Insured** or the **Policyholder**.
- “Defence Costs”** means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in the investigation, defence, adjustment, settlement or appeal of any **Claim**. **“Defence Costs”** shall not mean any internal or overhead expenses of any **Insured** or the cost of any **Insured’s** time.
- “Documents”** means all documents of any nature whatsoever including computer records and electronic or digitized data; but does not include any currency, negotiable instruments or records thereof.
- “Employee”** any natural person who is or has been expressly engaged as an employee under a contract of employment with the **Policyholder**. **“Employee”** shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.
- “Insured”** means:
- (1) the **Policyholder**;
 - (2) any natural person, who is or has been a principal, partner or director of the **Policyholder**;
 - (3) any **Employee**;
 - (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the **Policyholder**; and
 - (5) any estates or legal representatives of any **Insured** described in (2) and (3) of this definition;
- but only when providing **Professional Services** in the foregoing capacities.
- “Insurer”** means the entity specified as such in the Schedule.
- “Limit of Liability”** means the amount specified as such in the Schedule.
- “Loss”** means **Damages** and **Defence Costs**. **“Loss”** shall not mean and this policy shall not cover any (1) taxes; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for for a court or agreement to provide injunctive or other non-monetary relief; (5) compensation, benefits or overhead of, or charges or expenses by any **Insured**; or (6) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a **Claim** is brought.

DEFINITIONS (CONTINUED)

"Policy Period"	means the period of time specified in the Schedule unless the policy is cancelled in which event the Policy Period will end on the effective date of the cancellation.
"Policyholder"	means the entity or natural person specified as such in the Schedule.
"Pollutants"	means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
"Premium"	means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.
"Professional Services"	means the professional services of the Policyholder as specified in the Schedule.
"Property Damage"	means damage to or loss of or destruction of tangible property or loss of use thereof.
"Retention"	means the amount specified as such in the Schedule.
"Retroactive Date"	means the date specified as such in the Schedule.
"Subsidiary"	means companies in which the Policyholder , either directly or indirectly through one or more of its Subsidiaries ; (i) controls the composition of the board of directors; (ii) controls 50% or more of the voting power; or (iii) holds 50% or more of the issued share capital. For any Subsidiary or any Insured thereof, cover under this policy shall only apply to Wrongful Acts committed while such entity is a Subsidiary of the Policyholder .
"Third Party"	means any entity or natural person; provided, however, Third Party does not mean: (i) any Insured ; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the Policyholder or any Subsidiary .
"Trade Secret"	means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
"Travel Agent Services"	means any arrangement of 1. transportation; 2. accommodations; or 3. tours; for travelers by the Insured.
"Wrongful Act"	means any Breach of Duty .

EXCLUSIONS

This policy shall not cover **Loss** in connection with any **Claim** stated below in addition to the **Professional Liability Policy General Conditions Article 4**:

- Antitrust* arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;
- Bodily Injury/
Property Damage Absolute* arising out of, based upon or attributable to any actual or alleged **Bodily Injury, Property Damage**;
- Contractual Liability/
Performance Guarantees* arising out of, based upon or attributable to any:
(i) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided;
(ii) guarantee or warranty; or
(iii) delay in performing, failing to perform or failing to complete any **Professional Services**, unless such delay or failure arises from a **Breach of Duty** by an **Insured**;
- Costs Assessment* arising out of, based upon or attributable to any failure by any **Insured** or other party acting for the **Insured** to make an accurate pre-assessment of the cost of performing **Professional Services**;
- Defamation* arising out of, based upon or attributable to any actual or alleged libel or slander;
- Employment/Discrimination* arising out of, based upon or attributable to any: (i) actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;
- Failure to Maintain
Insurance--of Others* This policy shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to any actual or alleged failure to effect, arrange or maintain insurance by any **Insured** for any **Third Party**.
- Insolvency* arising out of, based upon or attributable to the insolvency, administration or receivership of the **Insured**;
- Infrastructure* arising out of, based upon or attributable to:
(i) mechanical failure;
(ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
(iii) telecommunications or satellite systems failure;
- Intellectual Property
Right* arising out of, based upon or attributable to any actual or alleged unintentional infringement of any intellectual property right of any **Third Party**;
- Joint Ventures* arising out of, based upon or attributable to work carried out by the **Insured** for and in the name of any association or joint venture of which an **Insured** forms part;
- Misdeeds* arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an **Insured** admits, to be a criminal, dishonest or fraudulent act; and in such event, the **Insurer** shall be reimbursed for all **Loss** paid in connection with such **Claim**; .
- Patent/Trade Secret* arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or **Trade Secrets**;

EXCLUSIONS (CONTINUED)

<i>Prior Claims/Circumstance</i>	(i) made prior to or pending at the inception of this policy; or (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any Insured to give rise to a Claim ;
<i>Pollution</i>	arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of pollutants , or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants , or (b) respond to or assess the effects of Pollutants ;
<i>Trade Debts</i>	arising out of, based upon or attributable to any: (i) trading debt incurred by an Insured or (ii) guarantee given by an Insured for a debt;
<i>U.S.A./Canada</i>	made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions; or
<i>War/Terrorism</i>	arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

CLAIMS

<i>Notification of Claims</i>	The Insured shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim first made against the Insured within 5 days after the Insured first learned this Claim during the Policy Period . All notifications must be by registered mail or facsimile, and addressed as required in the Claims Notice Item on the Schedule.
<i>Related Claims</i>	If notice of a Claim against an Insured is given to the Insurer pursuant to the terms and conditions of this policy, then: (i) any subsequent Claim alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed Claim ; and (ii) any subsequent Claim alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in that previously noticed Claim , shall be considered made against the Insured and reported to the Insurer at the time notice was first given. Any Claim or Claims arising out of, based upon or attributable to (i) the same cause, or (ii) a single Wrongful Act , or (iii) a series of continuous, repeated or related Wrongful Acts , shall be considered a single Claim for the purposes of this policy.
<i>Circumstances</i>	During the Policy Period , an Insured may become aware of circumstances which may reasonably be expected to give rise to a Claim . In such event, an Insured may report the circumstances in writing to the Insurer . If in doing so, the Insured provides: (i) the reasons for anticipating the Claim , and (ii) full particulars as to dates, acts and persons involved; then any Claim which is subsequently made against an Insured and reported in writing to the Insurer alleging, arising out of, based upon or attributable to such circumstances, or alleging any Wrongful Act which is the same as or related to any Wrongful Act

alleged or described in the previously notified circumstances, shall be considered first made against the **Insured** and reported to the **Insurer** at the time the facts or circumstances were first reported, if accepted by the **Insurer**.

CLAIMS (CONTINUED)

<i>Defence/Settlement</i>	The Insurer does not assume any duty to defend, and the Insured shall defend and contest any Claim made against them unless the Insurer with Insured's consent elects in writing to take over and conduct the defence and settlement of any Claim . If the Insurer does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer . The Insurer has the right at any time after notification of a Claim to make a payment to the Insured of the unpaid balance of the Limit of Liability , and upon making such payment, all obligations of the Insurer to the Insured under this policy, including, if any, those relating to defence, shall cease.
<i>Insurer's Consent</i>	As a condition precedent to cover under this policy, no Insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any Defence Costs without the prior written consent of the Insurer . Only those settlements, judgments and Defence Costs consented to by the Insurer , and judgments resulting from Claims defended in accordance with this policy, shall be recoverable as Loss under this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to exercise all of its rights under the policy.
<i>Insured's Consent</i>	The Insurer may make any settlement of any Claim it deems expedient with respect to any Insured , subject to such Insured's written consent. If any Insured withholds consent to such settlement, the Insurer's liability for all Loss on account of such Claim shall not exceed the amount for which the Insurer could have settled such Claim , plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer , less coinsurance (if any) and the applicable Retention .
<i>Cooperation</i>	The Insured will at their own cost: (i) render all reasonable assistance to the Insurer and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this policy; (iii) give such information and assistance to the Insurer as the Insurer may reasonably require to enable it to investigate any Loss or determine the Insurer's liability under this policy.
<i>Allocation</i>	In the event that any Claim involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

PURCHASE AND ADMINISTRATION

Policy Purchase

In granting cover to the **Insured**, the **Insurer** has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. If the **Insurer** becomes entitled to avoid this policy from inception or from the time of any variation in cover, the **Insurer** may at its discretion maintain this policy in full force but exclude the consequences of and any **Claim** relating to any matter which ought to have been disclosed before inception or any variation in cover.

Administration

The **Policyholder** has acted and shall act on behalf of each and every **Insured** with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of **Insureds**; (3) notices; (4) **Premiums**; (5) endorsements; (6) dispute resolution; and (7) payments to any **Insured**.

LIMIT AND RETENTION

Limit of Liability

The total amount payable by the Insurer under this policy shall not exceed the Limit of Liability. Sublimits of Liability, Extensions and Defence Costs are part of that amount and shall reduce the Limit of Liability available to pay judgments or settlements. The Limit of Liability for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the Limit of Liability for the Policy Period. The inclusion of more than one Insured under this policy does not operate to increase the total amount payable by the Insurer under this policy. The Lost Documents Extension Sublimit of Liability shall be part of and not in addition to the Limit of Liability.

Retention

The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Retention** is to be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**. **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Insureds** forthwith.

Other Insurance/ Indemnification

Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. If such other insurance is provided by the **Insurer** or any member company or affiliate of CHARTIS, Inc. ("CHARTIS"), then the maximum amount payable by CHARTIS under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon an insurer a duty to defend a **Claim**, **Defence Costs** arising out of such **Claim** shall not be covered under this policy.

GENERAL PROVISIONS

Assignment	This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.
Cancellation	
<i>By Policyholder.</i>	This policy may be cancelled by the Policyholder at any time only by mailing written prior notice to Insurer or by surrender of this policy to Insurer or its authorized agent. In such case, if no Claim has been made and no circumstance has been notified prior to such cancellation; Insurer shall retain the pro-rata proportion (unexpired portion of Premium less handling charges) of the Premium . Otherwise, Premium shall not be returnable and shall be deemed fully earned at cancellation.
<i>By Insurer.</i>	This policy may be cancelled by the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice. In such case, the Insurer shall be entitled to a <i>pro-rata</i> proportion of the Premium . Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. In case of non-payment of premium, if the Insured did not pay the premium within 15 days following the Insurer's written demand, the Insurer may notify the Insured in writing that the policy be cancelled after 21 additional days, unless payment is made within such period.
Dispute Resolution	Any lawsuit against the Insurer due to disputes or differences concerning the construction or interpretation of the provisions of this policy will be filed in a court that has a jurisdiction over the dispute and located in the headquarters of the Insurer or the residence of the agency acting as the intermediary. Any lawsuit against the Insured or the Policyholder due to disputes or differences concerning the construction or interpretation of the provisions of this policy shall be filed before the court that has a jurisdiction over the dispute and located in the residence of the defendant.
Insolvency	Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.
Plurals, Headings and Titles	The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in bold typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

GENERAL PROVISIONS (CONTINUED)

- Scope and Governing Law* Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any **Claim** made against any **Insured** in the Republic of Turkey. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of the Republic of Turkey and in accordance with the English text as it appears in this policy.
- Subrogation* If any payment is to be made under this policy in respect of a **Claim**, the **Insurer** shall be subrogated to all rights of recovery of the **Insured**. The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide the **Insurer** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The **Insured** shall do nothing to prejudice these rights. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured** less the cost to the **Insurer** of such recovery. The **Insurer** agrees not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the **Insurer** may, in writing, waive any of its rights set forth in this Subrogation Clause.
- Validity* This policy is not binding upon the **Insurer** unless it is countersigned on the Schedule by an authorised representative of the **Insurer** or its general agent.
- Applicability of*
General Conditions General Conditions for Professional Liability in force as of the Starting Date this Policy shall apply exclusively to the Professional Liability Cover portion of this Policy and, for the purposes of the exclusions only, Article 4 of such General Conditions shall apply. It is the intention of the Parties that no new or revised General Conditions shall apply during the term of this Policy and any extension. Kütahya Çizelgesi, known as TÜRSAB Turizm Tüketicileri Talepleri Değerlendirme Çizelgesi, shall be applicable in respect of any claim covered under this policy.