

**Travel Health Insurance General Terms And Conditions**

**Effective Date: 1 Mart 2006**

**Scope Of Insurance**

**Article 1-** Travel health insurance is a special kind of insurance that covers those that travel domesti-cally, abroad or to our country

from abroad by any means of transportation against health risks that they may encounter.

\* The insurer shall provide the coverages to the insured as indicated in the policy as a result of an accident that may occur or disease that is not related with a pre-existing condition during the validity period of the policy provided that they do not occur outside the planned travelling period.

**Duration Of The Insurance**

**Article 2-** For the travels abroad, the duration of the insurance shall commence as from the moment of departure from the borders of our country as indicated on the passport and shall terminate at the moment of arrival at the borders of our country as indicated on the passport. As for the travels to our country from abroad, the duration of insurance shall commence as from the moment of arrival at the borders of our country as indicated on the passport, and shall terminate as from the moment of departure from the borders of our country as indicated on the passport.

\* For domestic travels, the commencement and termination dates of insurance shall be written on the insurance policy.

**Assistant Person / Company**

**Article 3-** The services related with the benefits covered by the travel health insurance policies shall be provided by the insurance companies. The provision of services related with the securities covered by the travel health insurance policy may be transferred to the assistant persons/ companies by the insurer through the service procurement contracts when necessary.

**Cancellation Of Policy**

**Article 4-** In case the person that purchases the travel health insurance, fails to travel, s/he may cancel the policy and be reimbursed the insurance premium already paid provided that s/he informs 24 hours in advance of the policy commencement date and the policy is returned to the insurance company.

**Minimum Benefits Covered**

**Article 5-** The policies purchased by the insured from the insurance company have to contain the following benefits as a minimum, and the insurance companies shall indicate the limits related with such benefits in the policy.

**Medical Treatment Benefit For Sudden Disorders And Diseases**

\* If the insured suffers from any sudden sickness or injury under this policy, the company shall indemnify for the hospital, operation and treatment expenses as well as the expenses of drugs prescribed by the concerned physician within the limits of the policy.

**Transportation Or Transfer Of The Insured To The Nearest Healthcare Center Where The Treatment Can Be Served**

\* If the insured suffers from any sudden sickness or injury under this policy, the company shall ensure transportation of the insured to the nearest healthcare center and/or establishment by the means of transportation that is best suitable for the medical condition of the insured.

\* If there is not necessary equipment and medical staff for treatment of the patient in the existing healthcare center and/or establishment, the company shall be obliged to ensure transportation of the insured to another healthcare center and/or establishment that is suitable for the medical condition of the insured.

### **Transportation Of The Insured To Domicile Address After Discharge From Hospital**

\* If the insured is discharged following the completion of the treatment that requires operation by staying in a medical center as a result of sickness or injury of the insured under this policy, and if it is decided by the physician who applies the treatment on the insured that the insured cannot continue with the travel and cannot use the actual means of transportation used by the insured for returning to the domicile address, the company shall bear the essential expenses for transportation of the insured to the domicile address by the means of transportation that is indicated by the physician who applies the treatment on the insured and that is the most suitable one according to the medical condition of the insured within the framework of conditions of the policy.

### **Transportation Of The Deceased Insured**

\* If the insured dies as a result of sickness or injury under this policy, the company shall ensure transportation of the mortal remains to the desired address and indemnify for the expenses that are incurred.

### **Additional Benefits Provided**

**Article 6-** Insurance companies may provide additional benefits besides the minimum benefits under the special terms and conditions.

### **Method Of Premium Payment And Consequences Of Failure To Pay**

**Article 7-** The entire amount of the insurance premium shall be paid against delivery of the policy as soon as the contract is concluded. Unless otherwise agreed, the liability of the insurer shall not commence even if the policy is delivered should the premium is not paid.

### **General Condition**

**Article 8-** In the event of any claim, the liability of insurer for compensation and the right of insured to claim compensation shall be conditioned to whether they comply with the terms and conditions of the policy. For his/her claims under this Policy, the Insured shall;

- a) Take all reasonable precautions to minimize the loss;
- b) Notify the situation to the Company and/or Assistant Person/Company as soon as possible. If the Company cannot be reached in order to obtain the approval, the insured may go to the nearest healthcare center and/or establishment. In this case, the insured shall inform the services received and his/her condition to the company. The insured shall be obliged to submit the original documents and receipts indicating the incident to the Company.
- c) Furnish all required information and documents (hospital report, prescriptions, medical examination reports, receipts, invoices etc.) to the company for the services to be fully rendered.

### **General Exceptions**

**Article 9-** Incidents that may arise from the conditions listed below directly or indirectly shall not be covered by this insurance policy:

- a) The fraudulent acts of the insured who makes a claim under this policy;
- b) The damages that arise as a consequence of natural disasters like floods, high waters, earthquakes, volcanic eruptions, landslides, storms and falling meteors;
- c) Wars and war-like operations, revolutions, rebellions, riots and the consequential internal
- d) disorders;

- d) The terror acts and sabotage laid down in the Anti- Terrorism Law No. 3713 and the interventions by the competent authorities in order to prevent and mitigate them;
- e) The nuclear risks or use of nuclear, biological and chemical weapons or any kind of attack and sabotage that may cause exposure of nuclear, biological and chemical substances;
- f) The operations of armed forces or security forces or organizations;
- g) That the insured enters into the acts that may expose him/her to a severe danger intentionally except for the case of rescuing the people and properties in danger;
- h) The intentional acts of the insured;
- i) The alcohol, medicine, poisonous substances, drugs apart from the medical prescriptions or the diseases or pathological conditions that may arise as a result of consumption of medical products voluntarily;
- j) Any medical condition that is determined to have existed before the commencement date of the policy by a competent doctor or the acute crisis that arises depending upon this condition during the validity period of the policy;
- k) Congenital diseases (diseases that arise during pregnancy or that arise from genetic factors);
- l) Suicide or attempts to commit suicide;
- m) Mental illnesses, psychological disorders and epidemics;
- n) Dealing with the following sports activities: any kind of race, rally or similar attempts no matter of sort, hunting activities other than fishing with fishing line, scuba and free deep diving, sailing on international waters by the sea vessels not designed for general passenger transport, riding, mountaineering, shooting practices, boxing, and wrestling sports no matter of sort, martial arts, parachuting, hot air ballooning, free fall, paragliding and any kind of sports or entertainments that are known to be dangerous;
- o) Participating in the races or tournaments organized by the sports federations or similar organizations;
- p) Skiing as long as it is not agreed clearly to provide a benefit in relation to this activity;
- q) Using any aircraft or helicopter that is not authorized to transport passengers, under the capacity of a passenger or crew and riding motorcycles;
- s) Drowning in water provided that this does not occur as a result of an accident that is covered by the insurance policy. However, it is possible to secure the incidents listed in paragraphs b, j, m, n, o, p and r of this article under special conditions.

### Multiple Insurance

**Article 10-** If the insured enters into another insurance contract that matches with the same period against the same risks with another insurance company, s/he shall be obliged to inform it to the insurers immediately.

\* In the event of multiple insurance, the treatment costs shall be paid according to the priority order of policy issue dates.

### Notifications And Notices

**Article 11-** The insured shall make the notifications hereunder to the headquarters of the insurance company or the agent of the insurance contract through a notary public or with a registered and prepaid letter.

\* And the insurer shall make the notifications to the address of the insured indicated on the policy or to the address that is last notified if the former address changes in the same way.

\* The notifications that are made to the respective parties with the letters or telegraphs that are delivered personally shall have the force of registered and prepaid letters.

### Confidentiality

**Article 12-** Insurer and those that act on behalf of the insurer shall be liable for the losses that may arise from failure to keep the secrets confidential learnt in relation to the insured for concluding this contract.

**Competent Court**

**Article 13-** The cases brought against the insurer owing to the disputes arising from this insurance contract hereby shall be under the jurisdiction of the competent court seated at the place where the headquarters of the insurance company or the residence of the agent of the insurance contract is located while the cases brought by the insurer shall be under the jurisdiction of the court that is in charge of the commercial cases at the place where the residence of the respondent is located.

**Lapse Of Time**

**Article 14-** All claims arising from the insurance contract hereby shall be void at the expiry of time limit of two years.

**Special Terms And Conditions**

**Article 15-** The insurance companies may insert special terms and conditions to these general terms and conditions provided that they are not against the insured and do not restrict the scope of benefit.

**Effectiveness**

**Article 16-** These General Terms and Conditions shall take effect as from 01.03.2006.