

**STATE SUPPORTED GREENHOUSE INSURANCE  
GENERAL CONDITIONS - 2023**

**A. SCOPE OF INSURANCE**

**A.1. Subject of Insurance**

(1) With this insurance, by the decision of the President pursuant to Article 12 of the Agricultural Insurance Law no 5363, Agricultural Insurance Pool hereby provides coverage up to total sum insured for such greenhouse and the crops inside registered to the Greenhouse Registration System and approved to be insured as the result of risk inspection, which is directly caused by the risks mentioned in Article A.2 according to the principles and conditions mentioned below.

(2) The covered risks are stated on the policy.

(3) For the purposes of applying this general condition, Greenhouse Insurance Tariffs and Instructions are considered.

**A.2. Scope of Coverage and Definition of Covers**

**A.2.1. Scope of Coverage**

(1) By this insurance hail, earthquake, vehicle impact, storm, whirlwind, fire, landslide, flood, snow and hail weight risks are covered as a result of risk analysis and assessment.

(2) Regarding the high tunnels, only losses occurred on crop or/and plastic cover due to hail, storm, whirlwind, fire, landslide, earthquake and flood, vehicle impact risks are covered.

(3) Regarding the low tunnels, only the crop inside is insured against the risks of hail, loss of hail quality, storm, tornado, fire, landslide, earthquake, vehicle impact, wild boar, flood and inundation, and the risk of frost causing re-sowing and planting, which can be covered optionally for tomato, pepper, aubergine, melon, watermelon crops.

(4) In case of occurrence of one of the risks covered in the policy, the costs for dismantlement, removal, cleaning and transportation of the wreckage due to the direct damage to the cover material and/or construction assets of the greenhouse, and the coverage for debris removal cost, and the tariffs and instructions shall be covered as specified under the subparagraph 10 of the article "2. Calculation of the Indemnity".

**A.2.2. Definition of Covers**

a) **Earthquake Coverage;** covers any losses which occur due to the effect of fire, explosion, landslide or land subsidence to be directly caused by earthquake and volcanic eruption,

b) **Hail Coverage;** Tears, punctures or breaks in the greenhouse cover material caused by the direct impact of hailstones, and damages in the product, construction, technical equipment, and after heavy hail precipitation, which occur on the insured elements due to both the weight of the hail accumulated on the roof and its slip and/or fall,

c) **Storm Coverage;** covers any losses which occur as a result of exclusively storm with or without rain, snow and hail (winds blowing at a speed more than 62 km/hour at 10 meter height) or things carried away or thrown by wind, (\*)

ç) **Landslide Coverage;** covers any losses which occur as a result of displacement of the masses formed from rocks, debris cover or soil by being broken away from their places under the effect of gravity,

d) **Whirlwind Coverage;** covers any losses which occur as a result of very intense effects of vortex shaped wind grown by a sudden change of pressure in a narrow range,

e) **Snow Weight;** covers any losses which occur due to weight or slipping and/or fall of accumulated /snow on the roof after heavy snow are covered,

f) **Flood Coverage;** covers any losses which occur due to the accumulation of the runoff at the bottom of the land, that occur due to overflow of valley, lake, river, stream beds and canals with large body of water with the effect of sudden water flows due to heavy rainfall or snow melting; and accumulation of the water due to the amount of precipitation above the infiltration capacity of the soil.

g) **Vehicle Impact Coverage;** covers any losses which occur due to crashing effect of land, air and sea vehicles on the insured object,

ğ) **Fire Coverage;** covers any losses which occur due to the effect of fire, lighting, explosion or smoke, vapor and fever caused by fire and lightning.

h) **Debris Removal Coverage;** in case of occurrence of one of the risks covered in the policy, the costs for dismantlement, removal, cleaning and transportation of the wreckage due to the direct damage of 75% or higher to the cover material and/or construction (carcass) assets of the greenhouse.

(2) These definitions are general descriptions of the covers. Agricultural Insurance Pool loss adjusters' reports are taken as basis for determining the effect of the loss occurred on the insured element.

(3) Losses which occur due to the risks covered by this insurance are limited with the insurance period set out in the policy. Effects of loss in the subsequent years are not covered.

(\*). Regarding the loss adjustment of storm risk, signs related to storm are considered.

### **A.3. Sum Insured**

(1) Sum insured is consists of the followings:

a) Foreseen value of the crop inside the greenhouse at the end of production period; or if the crop is harvested multiple times during the insurance period, the total value of such crops at the end of production period in accordance with the cultivation plan of the crops,

b) Market value of the greenhouse calculated by including cover material and workmanship fee,

c) Market value of the greenhouse calculated by including construction (carcass) fee, other construction materials and workmanship fees.

ç) Market value of devices and equipment which are considered integral parts of greenhouse to be calculated by including heating, ventilation, fertilization, disinfection and irrigation installation

### **A.4. Exclusions**

(1) Losses attributable to or arising from the following events are excluded from the insurance coverage:

a) Improper planning of greenhouse or improper implementation of plan and project,

b) Losses arising from use of faulty material and faulty workmanship in the construction of greenhouse,

c) All losses caused by war, all war events, invasion, foreign enemy actions, combat whether war is declared or not, civil war, revolution, riot, rebellion and military and disciplinary operations required by them,

ç) Losses and damages attributable to radiation or radioactivity contamination arising from a nuclear fuel or from nuclear wastes as a result of the combustion of nuclear fuel or any reasons attributable to them or to any military or disciplinary actions required for them (the term “combustion” as used in this subparagraph also covers any self-sustaining nuclear fission).

d) Losses attributable to terrorism acts defined in Anti-Terrorism Law no 3713, including losses attributable to biological and/ or chemical contamination, pollution or intoxication, and sabotages attributable to these actions or actions and responses by competent authorities to prevent such events and to mitigate their effects,

e) Death and killing arising from the actions taken by the public authority over any insured aquaculture product,

f) All losses caused by strikes, lockouts, civil commotions and uprising and willful misconducts and the military and disciplinary actions necessitated by them,

g) Intentional act and gross fault of the insurant/insured or a person which's actions are under the responsibility of the insurant/insured,

ğ) Losses on greenhouses that has wooden frame of construction (carcass),

h) Indirect damages following the occurrence of covered risk,

i) Damages on the insured elements and decreases in yield and quality of crops due to frost and cold weather,

i) Damages on crops as a result of failure to take the measures to protect the crops from external weather conditions and decreases in yield and quality of crops, after one damage event within 24 hours,

j) Damages as a result of internal flooding,

k) Damages and decrease in yield/quality of crops arising from disease and pests,

l) Damages caused by cracked and patched glass, tears, holes, unsuitable patches in the plastic cover, which were present before the start of the insurance.

m) Quality loss in products,

n) Losses arising from high tide because of the storm and earthquake,

o) Losses that caused by irrigation, heating, ventilation and power supply inside and outside the greenhouse

ö) Indirect losses caused by business interruption

p) The deformation of the plastic cover which is formed during the connection of the plastic cover on the construction (carcass), and / or re-drowning the removed cover.

r) Knocks that cause the soft plastic sheet to flex in a concave shape due to hail.

#### **A.5. Deductible and Coinsurance**

(1) It may agree not to compensate the part of the occurred loss, corresponding to a certain percentage or amount of the sum insured.

(2) In addition to the deductible set out in the first paragraph, it may agree upon participation of the insurant in the loss by a certain co-insurance percentage.

(3) Established deductible and co-insurance percentage is indicated on the Tariff and Instructions and in the policy.

#### **A.6. Acceptance of Insurance Application**

(1) Agricultural Insurance Pool confirms the preliminary information form which is filled up by insurant/insured by Greenhouse Registration System and policy shall be accepted, be issued.

(2) In case there is discrepancy between insurant/insured's statement and information in the Greenhouse Registration System, as a result of evaluation or risk inspection; policy can be issued upon update of registries.

(3) Risks that require evaluation or risk inspection, and as a result of this inspection, risks found unwarrantable by Agricultural Insurance Pool shall not be assured.

(4) In respect of the greenhouse growing with pot, the growing pots may be included in coverage based on the risk assessment, regardless of the pot size.

#### **A.6.1 Risk Analysis-Assessment Principles and Risk Categories**

(1) While controlling the plastic cover of the roof plastic during the risk examination phase, in cases where it cannot be detected from inside the greenhouse, the roof plastic cover should be checked over the gutter.

(2) If there is no crops inside the greenhouse during the risk assessment and it is declared that the plantation date is 120 days after the risk assessment, the greenhouse could not be covered.

(3) Following factors are considered while determining risk categories for storm coverage:

- a) Age of the greenhouse,
- b) Number of broken and patchy glass panels in the greenhouse,
- c) Torn and pierced points in plastic cover material,
- ç) Type and condition of fasteners used in connections of glass and plastic cover material with the carcass has to perform their function properly,
- d) Construction (carcass) material,
- e) Availability of windbreak,
- f) Availability of enclosure concrete (ground wall) all around the greenhouse,
- g) Availability of the clips drowned horizontally in plastic greenhouse with crib roof
- ğ) Connection conditions of the cover to the surrounding concrete (foundation wall),
- h) Connection unit of the construction (carcass),
- ı) Condition of the foundation structure of the greenhouse,
- i) Use of nails in the greenhouse cover.

(4) Following factors are considered while determining risk categories for whirlwind coverage:

- a) Construction material,
- b) Connection unit of the construction (carcass),
- c) Torn, pierced and disruption points in plastic cover material,

(5) Following factors are considered while determining risk categories for flood coverage:

- a) Height of enclosure wall from external ground level,
- b) External drainage condition,
- c) Internal drainage condition,
- ç) Slope of greenhouse floor for flowing out the surface waters,
- d) Height of root area of the crops planted from greenhouse floor,
- e) Height difference between greenhouse floor and the closest river and sea level,
- f) Closeness of greenhouse to the closest river and sea,
- g) Availability of enclosure concrete (ground wall) in greenhouse,
- ğ) Connection conditions of the cover to the surrounding concrete (foundation wall).

(6) Following factors are considered while determining risk categories for snow and hail weight coverage:

- a) Altitude of the field,
- b) Material of the water sprout,
- c) Poles under the waterspout,
- ç) Scissors situation in the greenhouse,
- d) Construction (carcass) connection units.

(7) Following factors are considered while determining risk categories for landslide coverage:

- a) Retaining wall in the greenhouses – in sloppy land,
- b) Structure of greenhouse floor,
- c) Effect of slope, water and similar conditions,
- ç) Foundation status of the greenhouse.

#### **A.7. Inception and Expiry of Insurance Contract**

(1) Insurance coverage (for cover, frame and technical equipment) shall become effective at such hour when the policy is executed and shall expire at the same hour on such dates that are stated on the policy as the commencement date and expiry date unless otherwise is agreed.

(2) The insurance coverage for all the crops cultivated in greenhouse starts with planting of seedling and sapling for each crop period and comes to an end upon completion of crop. In terms of each component covered prior to the expiry date of policy, the insurance cover;

- a) full damage/harvest to the crop,
- b) full damage to the frame, cover material and technical equipment,
- ç) termination of contract

### **B. LOSS and INDEMNITY**

#### **B.1. Obligations of Insurant/Insured in Case of Risk Occurrence**

(1) In case of risk occurrence the insurant / insured is obliged to complete the following points in the policy; claim notification by informing the following information to the agency, Agricultural Insurance Pool or the addresses stated in the policy within 24 hours after became aware of the risk occurrence;

- Name, surname and address,
- Turkish Citizenship Number or insurance policy number,
- Day and time of risk occurrence,
- Reason of loss,
- Province, county, village, hood and location of the damaged greenhouse.

(2) Agency is obliged to forward the claim notification to Agricultural Insurance Pool without any delay. All material losses that might arise in case of failure to comply with this obligation shall be re-coursed and indemnified by the obligor concerned through Insurance Company.

(3) On the other hand, the Insured is obliged:

- a) to give, all information and documents, which is necessary for determining the reason of risk occurrence in detail and useful for determining loss amount and evidences, to Agricultural Insurance Pool or the loss adjuster upon the request of Agricultural Insurance Pool without any delay,
- b) to give permission to Agricultural Insurance Pool or the loss adjuster to investigate/research the insured aquaculture products and related documents for determining the indemnity.

(4) For the purpose to be able to make the payment in fire loss, insured is obliged to provide prosecution final decision and to present it to Agricultural Insurance Pool. In case of fires, affecting large areas such as national, regional, provincial or district-wide, the provision and delivery of the prosecutor's decision is not required in order to make the insurance indemnity payment.

## **B.2. Protection Measures and Recovery**

(1) Insurant/insured;

a) is obliged to take the necessary precautions in order to prevent, reduce or mitigate the loss in case of risk occurrence.

b) is obliged to follow the instructions given by Agricultural Insurance Pool for the purpose of taking such cares to allow crops to grow in between the period of occurrence of the risk and determination of the loss;

c) is obliged not to make any change on the damaged insured crop for making determination of loss difficult or increase loss amount until the loss is determined by the Agricultural Insurance Pool or loss adjuster.

## **B.3. Rights of Agricultural Insurance Pool in Case of Risk Occurrence**

(1) In case of risk occurrence, Agricultural Insurance Pool or loss adjuster may enter the damaged areas, in order to protect the insured products and reduce loss in a reasonable and appropriate manner. Agricultural Insurance Pool does not assume any compensation responsibility by doing so and is not deemed as waived from any of its rights arising from contract provisions.

## **B.4. Loss Adjustment**

(1) It is essential to make the loss adjustment; valid, correct and in time. Loss examination and adjustment is done by Agricultural Insurance Pool loss adjusters in relation with applicable law.

(2) Reason, quality and amount of the occurred loss is determined by agreement between the parties depending on the determinations of Agricultural Insurance Pool or loss adjusters for the insured greenhouse and the crop grown in the greenhouse.

(3) In case parties cannot agree on the loss amount, insured makes a written demand to Agricultural Insurance Pool in 7 days from the date of submission of the Loss Assessment form, for a second loss adjustment. Agricultural Insurance Pool appoints the Agricultural Insurance Pool adjuster to make a new loss assessment within 5 days from the date of receipt of the request.

## **B.5. Sowing/Planting Expense of Incurred Losses in Early Period**

(1) It is essential that the loss assessment is done accurately, without errors and on time. In accordance with the relevant legislation, loss assessment and inspections are made by the loss adjusters of the Agricultural Insurance Pool.

(2) The reason, nature and amount of the damages that occur within the scope of the guarantee in the insured greenhouse and the product grown in the greenhouse are determined by the Agricultural Insurance Pool or the Agricultural Insurance Pool adjuster.

(3) Following cases are excluded from re- sowing /re-planting:

- a) determining that crops to be harvested above the quantity stated in the policy.
- b) determining unsuitability of re-sowing /re-planting conditions.

### **B.6. Indemnity Calculation**

- (1) In calculation of indemnity with regard to A.3, the sum insured declared by the insurant and confirmed after evaluation or risk inspection is taken as basis.
- (2) In the calculation of indemnity of crop cultivated in greenhouse, unit price indicated in the policy and crop yield determined in loss adjustment is taken as basis. However, crop yield can not be higher than the value mentioned in the policy. If excessive premium is received, it will be returned.
- (3) Loss ratio is determined according to a ratio of each component's sum insured. (Damage rates are determined separately in the cover element according to the soft plastic, hard plastic, glass cover type; in the technical equipment element, according to the air conditioning systems, irrigation and drainage systems, fertilization systems, energy systems, plant transport and cultivation systems and other technical equipment systems.) Loss not exceeding deductible is not paid.
- (4) In calculation of indemnity (in every loss event), the portion of the loss amount that exceeds the deductible indicated in the policy is taken as basis.
- (5) Calculation of indemnity is done according to the tariff and instructions. After reducing the deductible calculated over the sum insured, co-insurance is calculated over the remaining loss amount and deducted from the indemnity. Salvage value is deducted from the indemnity amount if any.
- (6) Any payment with respect to any partial loss may, in no case, exceed the indemnity payable in case of total loss.

### **B.7. Indemnity Payment**

- (1) After completion of the loss file, finalized indemnity amount is paid to the insured no later than 30 days.
- (2) On the payment date, overdue premiums that are due and payable in connection with all policies of the insured/ insurant may be set off against the indemnity in line with the declaration of the related insurer.
- (3) Indemnity payments shall be made to the name of the insurant/ insured via the bank. In case the paid indemnity is transferred back to the account of the Agricultural Insurance Pool because the insured fails to collect it during such time necessitated by the banking transactions, the insured may not claim interest or additional loss indemnity based on the late payment.
- (4) Losses that the insurant may suffer as a result of misinformation or incomplete information shall be indemnified by the insurer and all sales channels.

### **B.8. Reduction of Indemnity Sum or Forfeiture of Indemnity Right**

- (1) In case of any increase in loss amount due to default off insurant/insured after risk occurrence, excess loss is deducted from indemnity payable.
- (2) In case insurant/insured intentionally causes occurrence of certain risks or acts intentionally to increase loss amount, their rights arising from the contract are lost.

(3) In case it is found out that the insured greenhouse and the crops in it has suffered damage prior to the initiation date of insurance/coverage, the claim of indemnity for such damage is refused.

## **B.9. Results of Loss and Indemnity**

(1) In case the risk has caused total loss for a component of the insured greenhouse, the indemnity of insurance for such component on which total loss occurred expires. However, it can be re-included in the coverage within the framework of the issues specified in the 7th Clause of the 2nd Article of the Greenhouse Insurance Tariff Instructions.

(2) In partial losses, insurance period continues until policy expiry date or harvest of all crops.

(3) Agricultural Insurance Pool legally substitutes the insured in proportion of indemnity amount and legal rights of the insured arising from the damage against the third person revert to Agricultural Insurance Pool in proportion of the compensated indemnity. Insured is obliged to provide such documents and information which is useful and available for any actions to be substituted to the Agricultural Insurance Pool.

(4) In cases of partial loss, the parties may terminate the insurance contract. However, the insurer may exercise its right of termination after payment of partial compensation. The premium for the period until the termination becomes effective is calculated over the issues specified in the Tariff instructions and the excess is given back.

## **B.10. Cover Repair Costs**

(1) As a result of minor and minor tears and/or punctures occurring in the insured soft plastic cover depending on the coverages in the policy; If the Agricultural Insurance Pool loss adjuster decides that the cover can be repaired with greenhouse tape, the costs to be incurred for the repair of the cover are paid according to the principles specified in the tariffs and instructions.

## **C. MISCELLANEOUS PROVISIONS**

### **C.1 Payment of Insurance Premium, Commencement of the Responsibility of Agricultural Insurance Pool and the Insurant's Default**

(1) Insurance contract executed in line with this general conditions shall be executed through the intermediary of the insurer licensed by the Agricultural Insurance Pool.

(2) The entire premium liability of the insurant/ insured, or where the premium is payable in instalments, the advance sum shall be paid as soon as the contract is executed, or at the latest, against the policy delivery. Unless otherwise is agreed, unless the premium or the advance sum is paid, even if the policy is delivered, the responsibility of the Agricultural Insurance Pool shall not commence and this shall be stated in the policy.

(3) In case of a default in premium payments, general provisions shall be applied.

### **C.2. Declaration Obligation of Insurant/Insured while Issuance of the Contract**

(1) Agricultural Insurance Pool shall execute this insurance based on the statements by the insurant / insured on the preliminary information form and annexes thereto as well as the insured's Greenhouse Registration System data.



(2) Agricultural Insurance Pool shall increase the premium rate by making risk inspection if necessary. (Even if the policy has been issued)

(3) In case the insurant/ insured's declarations are proven to be incomplete or incorrect, in circumstances which will require to cancel the execution of the contract or to execute it at more aggravated terms and conditions, Agricultural Insurance Pool may back down from the contract within 15 days following the date it becomes aware of the situation, or may charge an additional premium during the said term while it keeps the contract in place. Where the insurant fails to pay the premium difference asked by the Pool within 10 days, the contract shall be automatically terminated without any further notice.

(4) The premium for the time period until the effective date of the back-down/ termination (excluding for such coverages whose risk have actually ended) shall be calculated on the short-term basis and the excess premium shall be refunded.

(5) If the insurant/ insured is understood to have made incorrect or incomplete declarations with willful misconduct and this has had an effect on the risk realization or the indemnity amount, Agricultural Insurance Pool may terminate the contract without any obligation to pay indemnity even if the risk is realized.

(6) Where, following the realization of the risk, the declaration obligation is violated due to the negligence by the insurant/ insured and this violation is likely to affect the indemnity amount or cost or the realization of the risk, a deduction shall be made from the indemnity based on the severity of the violation. If the policy holder's negligence is actually a willful misconduct and there is a link between the violation of the declaration obligation and the realized risk, the obligation of Agricultural Insurance Pool to pay indemnity or cost shall be cancelled; if there is no link, Agricultural Insurance Pool shall pay the insurance indemnity or cost by taking into account the difference between the paid premium and the premium that should have been actually paid.

(7) The right to demand back-down or premium difference shall become null and void if it is not exercised on a timely basis.

### **C.3 Notification Obligation of the Insured during insurance period and its results**

(1) In case of a change in the data or details on the policy or Greenhouse Registration System after the execution of the insurance contract, the insurant / insured shall be obliged to inform this change to Agricultural Insurance Pool immediately, or where there are reasonable reasons, at the latest within ten days.

(2) Notice of claim can not be made after 15 days from the expiry date of the policy.

(3) If the changes are likely to cause Agricultural Insurance Pool to back down from the contract or to enter into at more aggravated terms and conditions,

a) The Pool may terminate the contract within one month following the date on which he becomes aware of the change, or may keep the contract in force and place by demanding premium difference.

b) Where the insurant / the insured fails to pay the premium difference asked by the Pool within 10 days, the contract shall be automatically terminated without any further notice.

c) The premium for the time period until the effective date of the termination shall be calculated, based on the risk characteristics, on the short-term basis and the excess premium shall be refunded. The right to demand back-down or premium difference shall become null and void if it is not exercised on a timely basis.

(4) Where the change is likely to mitigate the risk and to charge less premium, Agricultural Insurance Pool shall refund the premium difference to be calculated on the basis of number of days between the date of change and the termination of the contract to the insurant.

(5) In case of changes that would require Agricultural Insurance Pool not to execute the contract or to execute it at more aggravated terms and conditions, if the risk takes place:

- a) before the time when Agricultural Insurance Pool becomes aware of this fact;
- b) during such time period when Agricultural Insurance Pool may give a termination notice;
- c) during such time period that would elapse for the termination to be effective,

even if there is a negligence or willful misconduct by the insurant in connection with the delivery of change notice and there is no link between the risk realization or indemnity amount and the change that should be declared, the indemnity shall be paid based on the rate between the accrued premium and the premium that should have been accrued. If, in circumstances where the insurant / Insured fails to notify the change on purpose, there is a link between the incomplete declaration and the risk realization or indemnity amount, Agricultural Insurance Pool may back-down from the contract without paying any indemnity. If, in circumstances where the change is not notified on purpose, there is a link between such change and the risk, the insurer may exercise its right to back-down without any payment. In circumstances where there is no willful misconduct, deduction shall be made from the indemnity based on the severity of the negligence by the policy holder/ insured.

(6) The time period for the insurant to back down from the contract without any just cause shall be 7 days from the policy issue date.

(7) In case that the insured elements are completely eliminated due to any risk out of the coverage, the contract will be terminated and; premium difference calculated according to short-term principle is refunded to insurant/insured.

#### **C.4. Multiple Insurances**

(1) The insurant/ insured may not enter into further insurance contracts with other insurers for the insured aquaculture products against the same risks.

#### **C.5. Change of Beneficiary**

(1) Where during the contract term the beneficiary changes for any reason and this change is certified (through Greenhouse Registration System), the insurance shall remain valid and applicable and the rights and obligations of the insurant / insurer arising from the contract shall pass to the new holder with effect from the change date.

#### **C.6. Notifications**

(1) Provisions of the Notification Law shall be applicable to all notices to be exchanged between the parties subject to and in line with these general terms and conditions.

### **C.7. Confidentiality of Secrets**

(1) For the purpose of the application of this contract, the responsibilities of the relevant parties under Article 31/A of the Insurance Law no 5684 (titled “Confidentiality Obligation”) remain reserved.

### **C.8. Competent Court and Arbitration**

(1) Parties may apply to Insurance Arbitration Committee for disputes arising from the insurance contract. Decisions for up to such amount stated in the twelfth paragraph of Article 30 of the Insurance Law no 5684 shall be final and conclusive for both parties. Detailed information about applications to the Insurance Arbitration Committee may be checked at [www.sigortatahkim.org](http://www.sigortatahkim.org).

(2) For actions that may be brought against pertinent parties in connection with disputes arising from the insurance contract, competent courts shall be courts of commerce in the proper city of the province where the head office of Agricultural Insurance Pool or the insurer/ agency is situated or where the risk is realized, whereas for actions to be brought by Agricultural Insurance Pool or the insurer/ agency, competent courts are courts of commerce in the town where the Defendant is based.

### **C.9 Time Bar**

(1) All claims arising from the insurance contract shall be subject to a two-year time bar from the date the damage is due.

### **C.10 Amendments to be presented**

(1) Any change to general conditions and Tariff & Instructions and or that does not require a premium increase shall be incorporated into the policy without any need for the execution of a rider in line with insurance principles in case it works in favor of the insured.

### **C.11 Effectiveness**

(1) These general conditions shall become effective on **01/01/2023**

(\*) TARSIM is not liable for the proper and complete translation of the text. In case of any translation mistake; general and technical conditions written in the original policy language is in force.