STATE SUPPORTED SHEEP AND GOATS INSURANCE GENERAL CONDITIONS – 2024

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, coverage is provided for sheep&goats registered in the registration systems determined by the Ministry of Agriculture and Forestry 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, Sheep & Goats Insurance Tariffs and Instructions are considered.

A.2. Scope of Coverage

A.2.1. Extensive Scope

(1) With regard to the sheep and goats covered by this insurance, deaths, compulsory slaughtering losses arising directly from;

a) Any kind of animal diseases and pregnancy, birth or surgical intervention,

b) Foot-and-mouth disease, blue, tongue, sheep and goat plague, sheep and goat pox, cervidae epizootic haemorrhagic disease (EHD), rift valley fever diseases among the diseases which are required to be reported as per the Law Nr. 5996 on Veterinary Services, Plant Health, Food and Feeding Stuff.

c) Any kind of accidents, wild animal attack, snake and insect bites,

ç) Poisonous meadow grasses and poisoning caused by fodder,

d) Any kind of natural disaster and sunstroke,

e) Fire and explosion

are covered.

(2) The risks below may optionally be covered with an additional premium according to the results of evaluation or risk inspection.

a) Losses incurring directly on the insured animals in the insured place stipulated in the policy or meadow or during transportation between (asked by farmer and accepted by insurer) in case of theft or attempted theft by;

- Entrance through breaking, piercing, demolishing, overturning and by force,
- Climbing or crossing by making use of related equipment/devices or physical agility,
- Opening locks by using a previously lost, stolen or unfairly acquired original key or a key fabricated for this purpose or any other equipment/devices or passwords,
- Secretly entering the insured place and then hiding there,
- Murdering or injuring other persons and by using force, violence and threats.

b) Material damages incurred directly by the insured as a result of the terrorist acts specified in the Anti-Terrorism Law No. 3713 and the sabotage arising from these acts, the interventions made by the authorized bodies in order to prevent them and reduce their effects, as a result the deaths and compulsory slaughter that occur.

c) Material damages incurred directly by the insured as a result of deaths, obligatory slaughter arising from the incidents occurring during the strikes, lockouts, riots or civil commotions and from the interventions performed by the authorized bodies in order to prevent such incidents and mitigate impacts thereof.

A.2.2. Narrow Scope

(1) For the Insured sheep and goats in the enterprise, the material damage directly incurred to the insured as a result of death and compulsory slaughter due to;

- a) Any kind of accidents, wild animal attack, snake and insect bites,
- b) Poisonous meadow grasses and poisoning caused by fodder,
- c) Any kind of natural disaster and sunstroke,
- ç) Fire and explosion

are covered.

(2) The following risks are subject to the request of the insured; and is added to the policy, provided that additional premium is received according to the results of the assessment or risk analysis.

- a) At the insured place specified in the policy;
 - Entrance through breaking, piercing, demolishing, overturning and by force,
 - Climbing or crossing by making use of related equipment/devices or physical agility,
 - Opening locks by using a previously lost, stolen or unfairly acquired original key or a key fabricated for this purpose or any other equipment/devices or passwords,
 - Secretly entering the insured place and then hiding there,
 - Killing or injuring other persons and by using force, violence and threats.

Direct damages to the insured animals due to theft or attempted theft, and direct damages to the insured animals due to theft or attempted theft during or while the insured animals are transported between the facility at the address specified in the policy and the pasture/pastures notified by the insured and accepted by the Agricultural Insurance Pool.

- b) Material damages incurred directly by the insured as a result of the terrorist acts specified in the Anti-Terrorism Law No. 3713 and the sabotage arising from these acts, the interventions made by the authorized bodies in order to prevent them and reduce their effects, as a result the deaths and compulsory slaughter that occur.
- c) Material damages incurred directly by the insured as a result of deaths, obligatory slaughter arising from the incidents occurring during the strikes, lockouts, riots or civil commotions and from the interventions performed by the authorized bodies in order to prevent such incidents and mitigate impacts thereof.

A.3. Exclusions

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

a) Contagious diseases that are mandatory to be notified in accordance with the Veterinary Services, Plant Health, Food and Feed Law No. 5996, excluding sheep and goat brucellosis, rabies, scrapie, anthrax and the diseases specified in Article A.2.1.1.b.

b) Relocation and losses without evidence,

c) Damage and loss as a result of wild animal attacks due to necessary precautions failure of insured,

ç) Death, killing or obligatory slaughtering arising from race, game or trial of resistance,

d) Death, killing and obligatory slaughtering as a result of diseases that might arise from failure to get vaccinated (if it deemed necessary) mentioned in vaccination schedule stated in A.5.1, failure to comply with the quarantine measures and failure to take the required measures,

e) Death, killing and obligatory slaughtering arising from failure to fight internal (endo) and external (ecto) parasites(if it deemed necessary) in sheep and goats,

f) Death, killing and obligatory slaughtering as a result of all diseases related to the damage occurred prior to the commencement date of the policy and genetic anomalies,

g) Animals not identified in line with A.5.3.,

ğ) Death, killing or obligatory slaughtering due to the decisions to be taken by the owner regarding the situation of animals exposed to the order following the infection of the insured animal with a contagion disease which is not approved by the Agricultural Insurance Pool loss adjusters,

h) In case it is not included in the policy as additional coverage; all losses caused by strikes, lockouts, riots, civil commotions and uprising and willful misconducts and the military and disciplinary actions necessitated by them,

1) In case it is not included in the policy as additional coverage; 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,

i) All losses attributable to war, state of war, invasions, foreign enmities, skirmishes (regardless of whether state is declared war or not), civil war, revolution, uprising, insurrection, revolt and the military and disciplinary actions necessitated by them,

j) 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).

k) Death, killing and obligatory slaughtering arising from the actions taken by the public authority over any insured animals,

1) Indirect losses which depends on the occurrence of the insured risk,

m) Obligatory slaughtering due to infertility,

n) Slaughtering as a result of decrease in milk and other yields without being bound to any pathological disease,

o) Death, obligatory slaughtering as a result of transportation of the animals or road stress after the transportation.

ö) Losses due to "theft and theft attempt" that occurred during the transportation of the animals made without notification to the Agricultural Insurance Pool,

p) Losses due to theft of the insured animals which have been transported to the pasture or the pastures without notification to the Agricultural Insurance Pool.

r) Death, culling and compulsory slaughtering occurred within 21-day waiting period as of the starting date of the policy due to foot and mouth disease, bluetongue disease, peste des petits ruminants (PPR), rift valley fever, epizootic hemorrhagic disease of deer (EHD).

s) Deaths, cullings and obligatory slaughters determined to occur within the first 45-day waiting period of the disease incubation period from the policy start date due to Coeunurus cerebralis, oestrus ovis disease

ş) Theft, if it is not included in to the scope as additional cover.

t) Losses due to death, obligatory slaughter, abort resulting from any and all kinds of animal diseases within the scope of the narrow-scoped tariff.

u) Lossed due to any kind of abortion

A.4. Coinsurance

(1) It may be decided that the insured to participate to the occurred loss with a certain co-insurance percentage.

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

A.5. Acceptance of Insurance Application

(1) Agricultural Insurance Pool confirms the preliminary information form by Agriculture and Forestry Ministry's Registration System and according to the evaluation or risk inspection result, policy shall be accepted and be issued.

(2) A risk assessment to be carried out by a loss adjuster of the Agricultural Insurance Pool and the declaration of the insured are taken as basis for giving theft cover and determining the risk category of the company related to the theft risk.

(3) After the risk assessment, risks found unwarrantable by Agricultural Insurance Pool shall not be assured.

(4) In case there is discrepancy between the declaration of insurant/insured and the information in Agriculture and Forestry Ministry's Registration System, the policy can be issued upon update of the information in the registration system.

A.5.1. Conditions for Acceptance to Insurance

(1) The conditions for acceptance to this insurance are as follows;

a) Physical conditions of the places where animals kept are (barn, fold, meadow-penthouse, storage, silo etc.) appropriate for livestock farms.

b) Making the following vaccinations and similar vaccinations and applications considered appropriate by the veterinary surgeon according to the established program.

c) Mandatory vacancies according to program and regulations of Ministry of Agriculture and Forestry

- ç) Enteretocemmia
- d) Pastorella
- e) Endo (internal) and ecto (external) parasite fight

(2) Acceptance of imported animals starts after nationalization process.

A.5.2. Animals to be Insured and Their Ages

(1) Within the provision of the insurance period will not to be less than 1 year; breeding sheep and goats, ram and male goats can be insured from 30^{th} day up to 5 years (including age 5).

A.5.3 Identification

(1) Insurance may not be provided for such animals without standard, double-sided ear tag containing logo of the Ministry of Agriculture and Forestry, country code, provincial traffic code and farm code fitted by the Ministry of Agriculture and Forestry Provincial/Regional Directorates and/or not identified by microchip and similar elements.

A.6. Commencement and Expiry of the Insurance Coverage

(1) Insurance coverage 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.

A.7. Excess and Under Insurance

(1) In calculation of the indemnity excess and under insurance provisions are not applied.

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;

a) Claim notification by informing the following information to insurer/agency, Agricultural Insurance Pool or the addresses stated in the policy within 24 hours after became aware of the risk occurrence as specified in the policy;

- Name, surname and address,
- Turkish Citizenship Number or insurance policy number,
- Day and time of risk occurrence,
- Reason of loss,
- Information about damaged animal,
- Full address of the area where the risk occurred.

b) In case the field conditions give hand, the insurant/insured is obliged to slaughter the animals that are in question of obligatory slaughter in slaughterhouse and send the slaughterhouse official report as an annex to the loss report.

(2) The loss adjustment is done by the loss adjusters appointed by Agricultural Insurance Pool. Agricultural Insurance Pool may change the method making claim notifications, provided that it notifies the insured.

(3) 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 compensation payment.

(4) In order to be able to pay indemnity for theft damage, the insured is obliged to dispose the application, expression and etiquette fact-finding reports from the related police station or the Police Department and submit them to the Agricultural Insurance Pool. If the result of the theft is not drawn up by the relevant law enforcement officers or if the required documents are not delivered to the Agricultural Insurance Pool, the loss is assessed as exclusion. The insured is obliged to provide the necessary documents from the relevant police station or the Police Department regarding presence of the animals and perpetrators.

B.1.1 Necessary Documents to be attached to the Loss Report

(1) In the attachment of the loss report, necessary documents are as follows:

- The document to be obtained from Ministry of Agriculture and Forestry Provincial/Regional Directorates showing that the death or compulsory slaughtering of an insured animal, deletion of the registration from national database records. Producer receipt or invoice for the sold part of the animal in the event of compulsory slaughter.
- Photos of the animals captured at the loss time,
- Slaughterhouse report in case slaughtering in slaughter house,
- Annihilation report in case of death, or full or partial annihilation, of the animal after slaughtering,
- In case of loss due to the sickness related with the vacancies mentioned above, documents of the related vacancies
- The laboratory report of the diagnosis of the sickness, research regarding the reason of death or any other conditions required to be sent to laboratory by Agricultural Insurance Pool Loss adjusters.
- In places declared as a disaster area affecting general life; by the insured or in case of death of the insured, by the persons who declare that they are his/her heirs, for animals declared to be dead and signed by the loss adjuster and the insured or the persons who declare that they are the heirs of the insured in case of death of the insured, It will not be required to provide a document that the deceased animal has been deregistered from the national database records.

B.2. Protection Measures and Recovery

(1) The insurant/insured shall be obliged to take the necessary precautions in order to prevent, mitigate or to reduce the loss in case of risk occurrence. Within this scope insurant/insured is obliged;

- a) To take necessary precautions together with the veterinary surgeon ,in case the insured animal is sick or to suffer an accident,
- b) To give permission to Agricultural Insurance Pool or the loss adjuster to investigate/research the insured animals and related documents for determining the indemnity.
- c) 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.

(2) In case of an infectious disease is seen, the insured is obliged;

- a) To separate the sick and healthy animals,
- b) To inform sickness to Agricultural Insurance Pool and Ministry of Agriculture and Forestry province/district offices,
- c) To take the necessary precautions determined by the Veterinary Services, Crop Health, Food and Fodder Law, Law Nr. 5996
- d) Not to use or to let to be used, the insured animals apart from the aim mentioned in the policy and to well look after these animals
- e) To take the precautions that Agricultural Insurance Pool has advised after controls.

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

(1) Agricultural Insurance Pool has the right to control the medical condition, qualification, rearing/feeding conditions of the insured animals by employees of Agricultural Insurance Pool or loss adjusters in a reasonable time if necessary.

(2) In addition; Agricultural Insurance Pool may terminate the contract within 8 days from the date of determination in case the following faults of insurant/insured are determined:

- a) Lack of maintenance and clearness of shelter,
- b) Failure to get vaccination mentioned in vaccination schedule stated in A.5.1,
- c) Failure of hygiene and bio-security measures,
- ç) Bad treatment and torture of animals,
- d) Failure of maintain and feed,
- e) Excessive run of animals,
- f) Use of animals beyond the purposes stated in the policy,

g) Failure to take measures required by The Law No. 5996 Veterinary Services, Crop Health, Food and Fodder Law.

ğ) If there is a difference in the Ministry's registration system or a change is detected in the information regarding the breed, kind, sex, date of birth and ear tag number of the animal

B.4. Loss Adjustment

(1) The reason, quality and amount of the loss is determined according to the determination of Agricultural Insurance Pool or loss adjusters, thereby agreement between parties.

B.5. Indemnity Calculation

(1) In calculation of indemnity, unit prices stated on the policy is taken as basis without prejudice excess insurance and under insurance applications.

(2) Co-insurance is calculated over the remaining loss amount and deducted from the indemnity.

(3) In case it is possible to utilize the meat, leather and similar parts of the animals, the sum for those parts is deducted from the indemnity as salvage.

(4) The amount of indemnity due and payable is paid upon the deduction of fault rate, if any, as indicated in the Agricultural Insurance Pool Loss Adjusters report or as assessed with reference to the content of report.

(5) The calculation of the indemnity is done by taking the co-insurance into the consideration if any, with the manner that has been specified in the Tariffs and Instructions.

B.6. Indemnity Payment

(1) After completion of the loss file, finalized indemnity amount is paid to the insured no later than 30 days.

(2) 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.

(3) 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.7. Reduction of Indemnity 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 determined that the insured animal intentionally left for death instead of obligatory slaughter, no indemnity will be paid.

B.8. Results of Loss and Indemnity

(1) 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.

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 the Policyholder /Insured while Issuance of the Contract

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

(2) Agricultural Insurance Pool shall control the insured animals in any time or 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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 Agriculture and Forestry Ministry's 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) 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.

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

(3) 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.

(4) 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.

(5) 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.

(6) Insurant/insured must re-get the ear tags of the animals which fell their ear tag containing logo of the Ministry of Agriculture and Forestry, country code, provincial traffic code and farm code for any reason in the insurance period as per the Regulation on the Identification, Registration and Monitoring of Sheep and Goat Like Animals and also immediately notify the Agricultural Insurance Pool Center in writing. Otherwise, any losses to the animals without ear tags are not paid.

C.4. Multiple Insurances

(1) The insurant/ insured may not enter into further insurance contracts with other insurers for the insured animals 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 Agriculture and Forestry Ministry's 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.

(2) In case of the change is not notified to Agricultural Insurance Pool before the loss date and the addendum is not issued on the policy, Agricultural Insurance Pool keeps its rights not to pay the indemnity or not pay the full amount.

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 <u>www.sigortatahkim.org</u>.

(2) For actions that may be brought against pertinent parties in connection with disputes arising from the insurance contract, competent counts 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 in 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 reed 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 01/01/2024

(*) 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.