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| **RISK DETAILS** | | | | | |
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| **UNIQUE MARKET REFERENCE** | **:** | | CN-RHB-025-25 |  |  | |
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| **TYPE** | | **:** | General Liability and Product Liability Reinsurance | | |

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| **INSURED**  **ADDITINONAL**  **INSURED**  **ADDRESS** | **:**  **:**  **:** | Başbuğ Motorlu Araçlar Yedek Parça Ticaret A.Ş.  THE GOODYEAR TIRE&RUBBER COMPANY ,  200 Innovation Way,Akron,Ohio, 44316 USA  INTERNATIONAL MANAGEMENT GROUP (UK) LIMITED  566 CHISWICK HIGH ROAD. BLDG.6, LONDON W4 5HR. UK  in respect of sold products of insured ( Başbuğ Motorlu Araçlar Yedek Parça Ticaret A.Ş.) only.  Atatürk Mah. Orhan Veli Cad. No:19 Kıraç Mevkii, Esenyurt/İstanbul |

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| **REINSURED** | **:** | AXA Sigorta A.Ş. |

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| **ADDRESS** (of Reinsured) | **:** | Kılıçali Paşa Mh., Meclis-i Mebusan Cd. No:15, 34425 Beyoğlu/İstanbul |

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| **PERIOD** | **:** | From 14.02.2025 to 13.02.2026 Both Days Inclusive Local standard time at Reinsured location |

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| **TRIGGER**  **RETROACTIVE DATE**  **INSURED’S ACTIVITY** | **:**  **:**  **:** | Claims Made  14.02.2022 Only sales after this day will be covered with AXA XL GTC 16 Wording  Brake products, auto batteries, engine oil&other engine additives, auto accessories, filters, hand tools and car maintenance equiments sales to Goodyear in Turkey, Europe and Middle East |

**ESTIMATED**

**TURNOVER** **:** USD 3,700,000 ( only sales to Goodyear )

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| **LIMIT OF INDEMNITY** | **:** | USD 10,000,000 any one occurrence and in the annual aggregate |

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| **DEDUCTIBLE** | **:** | USD 100,000 each and every claim |  |
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| **TERRITORIAL LIMITS** | **:** | Worldwide excluding USA/CANADA |
| **CHOICE OF LAW & JURISDICTION (between insurance company and reinsurer)** | **:** | Any dispute concerning the interpretation of this policy shall be subject to the law of Turkey and to the exclusive jurisdiction of any competent court within Turkey. |

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| **REINSURANCE**  **CONDITIONS**  **BASIC EXCLUSIONS** | **:**  **:** | AXA XL GTC 16 Claims made version Wording  Premium Payment Warranty LSW 3001  Claim Control Clause NMA 2738  Sanction Clause as attached  Axa XL Pandemic Exclusion as attached  Endorsement Advertising Injury  - Product Guarantee, Warrantee and Inefficacy  - Product Recall  - Employer’s Liability / Workers Compensation and/or Occupational  Disease  - Professional Indemnity, Error&Omission  - Auto Liability, Aviation Liability, Marine Liability  - War, Sabotage, Terrorism,  - Asbestos, Silicosis  - Radioactive Contamination, Nuclear Risk  - Pure Financial Losses  - Fines, Penalties, Punitive and Exemplary Damages  - Property under Care, Custody and Control  - Principal’s Existing & Surrounding Property  - Property Being Worked Upon / Contract Works and Materials  Extended Product Liability  Russia/Ukraine/Belarus Exclusion  Communicable Disease Exclusion  **\*\*Please see the wording for full exclusion list** |
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| **PREMIUM** | **:** | USD 50.000,00 |
| **PAYMENT TERMS** | **:** | 120 days from inception as per LSW3001 |

**INFORMATION**

**Turnover:** USD 3,700,000

**Product Split by Countries;**



* Bahrein added in 2023
* Egypt added in 2024
* Libya added in 2024

**Product Details**

1. Brake components consisting of brake pads, brake shoes, calipers, rotors, drums, hydraulics, hubs, ABS and master cylinders for motorbikes, passenger cars, SUVs, tractors and trucks as well as construction, industrial and marine equipment.

1. Auto Batteries; Batteries with voltage up to 120 volts for motorbikes, passenger cars, SUVs, tractors and trucks as well as construction, industrial and marine equipment;

1. Engine oil, diesel exhaust fluids, transmission fluids, gear oil, brake fluid, hydraulic oil, shock absorber oil, grease, radiator coolant additive, and anti-freeze for motorbikes and passenger cars, including light trucks and SUV's as well as construction equipment, industrial applications and marine equipment;

1. Car and motorcycle accessories consisting of seat covers, cushions and pillows, slip proof mats to hold objects on the dashboard, blankets, dustbins, car mats, car covers, car organizers, steering wheel covers, snow chains, snow socks, AC and 12V/24V power socket converters, chargers and adaptors, battery cables, battery booster packs, battery chargers, jump starters, tire inflators, foot pumps, head lamps, work and flash lights, lanterns, mechanics and driving gloves, bulbs, wind shield shades, tire gauges, wheel covers, roadside assistance kits (which specifically include the following items which cannot be sold separately: booster cables, tow ropes, warning triangles, safety vests, gloves, emergency hammers, long nose pliers, wrenches, bits, tapes, cable ties, flash lights and bags), cosmetic covers and decorations for vehicle components (i.e., pedals, stripes, gear shifts, petrol caps and wheel covers); odour sprays, air fresheners.

1. Windshield wiper blades with standard, flat or hybrid technology and replacement blades to be sold in the replacement equipment market;

1. Car wash accessories consisting of cleaning kits, cleaning wipes and cloths, waxing and polishing machines, brushes, sponges and flexi blade, waxing cloths, and car vacuum cleaners;

1. Car wash liquids consisting of tire foam and gel, car wax, windscreen liquids, glass cleaning liquids, leather cleaning liquids, dashboard cleaning liquids, polishing waxes, spray paint, and anti-rust; air-conditioning cleaner spray, multi-use cleaner spray, upholstery cleaner spray, engine cleaner spray, rim cleaner spray, anti-rain spray, anti-fog spray, ~~injector cleaner~~, wheel repair kit, silicon spray, ~~liquid gasket~~, car cleaning squeegee, ice scraper & rim cleaner brush

1. Oil filters, air filters, cabin filter, hydraulic transmission filters, coolant filters and fuel filters for automobiles; motorbikes, passenger cars, SUVs, tractors and trucks as well as construction, industrial and marine equipment.

1. Hand tools consisting of ratchet sets, wrench sets, plier sets, multibit ratchet screwdriver kits, precision screwdriver sets, car tool kits for glove boxes, multi­tools, tool bags, tool belts, mechanic tool sets and tool boxes;

1. Car maintenance accessories consisting of hydraulic floor jacks, jacks stands, engine shop cranes, car ramps, mechanic's creeper, creeper seats, workshop roller cabinets & boxes, battery testers, multimeters, cable pullers, winches, chain blocks, wheel shocks, engine stands, car dollies, mobile wheel stands, dynamometric wrenches, tow bars, tire racks, trolley tool boxes, impact wrenches, oil transfer pump, tire changing device, tire balance device and vehicle lift; Air Compressor, Air Flowmeters, Oil Drain Pans, Workbenches
2. Engine additives consisting of radiator coolant additives, diesel fuel antifreeze additive, anti-friction engine treatment, smoke treatments, fuel and gas treatments, engine, power steering, radiator and transmission stop leaks, head gasket repair, and cleaner additives.

**TAXES PAYABLE**

**BY THE**

**REINSURED AND**

**ADMINISTERED BY**

**REINSURERS:** None

**RECORDING,**

**TRANSMITTING**

**& STORING**

**INFORMATION:** Where the broker maintains risk and claim data/information/ documents the broker may hold data/information/documents electronically

**REINSURER**

**CONTRACT**

**DOCUMENTATION:** This document details the contract terms entered into by the insurer(s) and constitutes the contract document

Any further documentation changing this contract, which has been appropriately agreed by insurer(s) hereon, shall form the evidence of such change(s) and will be deemed to form an integral part of the original contract

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| **ORDER HEREON** | **:** | 100% of 100% |

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| **BASIS OF WRITTEN LINES** | **:** | 100% of Whole Order |

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| **BASIS OF SIGNED LINES** | **:** | 100% of Whole Order |

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| **SIGNING PROVISIONS** | **:** |  |

**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 120 days of inception of this contract (or,in respect of instalment premiums, when due)

If the premium due under this contract has not been so paid to (Re)Insurers by the 120 days from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

**LSW 3001**

**30/9/08**

**CLAIMS CONTROL CLAUSE**

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

a) The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.

b) The Reinsured shall furnish the Reinsurer(s) with all information known to the

Reinsured in respect of claims or possible claims notified in accordance with a) above and shall thereafter keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

c) The Reinsurer(s) shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim notified to the Reinsurer(s) as aforesaid.

d) The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurer(s) in the investigation, adjustment and settlement of such claim

**NMA 2738 (1/1/97)**

**SANCTION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Turkey or the United States of America (provided that this does not violate any regulation or specific national law applicable to the undersigned (re)insurer).

**NO COVERAGE IS PROVIDED FOR**

**COVID-19, SARS-COV-2 VIRUS, PANDEMIC AND EPIDEMIC**

Claims arising from loss directly or indirectly related to:

Covid-19, the SARS-COV-2 virus or any mutation or variation thereof;

any other disease which the World Health Organisation or any governmental authority declares as a public health emergency of international concern or designates as a pandemic or epidemic;

any fear or threat of the actual or alleged risks referred to in a) and/or b) above;

any action that has been or is being taken to control, prevent, suppress or in any way relates to the actual or alleged risks as referred to in a) to c) above.

This exclusion also applies to any claims arising from loss directly or indirectly related to b) to d) above but which occurred up to six months before the World Health Organisation or any governmental authority first declared a public health emergency of international concern or a pandemic or epidemic.

**UKRAINE, RUSSIA AND/OR BELARUS EXCLUSION**

**Exclusion as relates the risks, exposures, activities in Ukraine, Russia and/or Belarus**

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

The Policy is amended to include the following additional exclusion:

Exclusion as relates the risks, exposures, activities in Ukraine, Russia and/or Belarus.

Notwithstanding anything to the contrary in this Policy, or any appendix or endorsement added to this Policy, this insurance does not apply to any liability, loss, damage, cost or expense of whatsoever nature based upon, arising out of or allegedly arising out of, caused by or contributed to, by or resulting from, or related to:

1. any operations, risks, activities, events or other matters (other than as more particularly excluded in (ii) and (iii) below) of any Insured within the “Specified Area”; and/or
2. any services rendered by any Insured within the “Specified Area”; and/or
3. any products manufactured, distributed or sold by any Insured within the “Specified Area”; and/or
4. the Ukraine – Russia conflict which commenced on February 24, 2022.

For purposes of this endorsement “Specified Area” means:

(a) The Republic of Belarus; or

(b) Ukraine including territorial waters; or

(c) The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control (meaning where recognized by the United Nations);

Where there is any conflict between the terms of this endorsement and the terms of the Policy, the terms of this endorsement will apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

**ALL OTHER TERMS, DEFINITIONS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.**

**CYBER and DATA TOTAL EXCLUSION ENDORSEMENT**

**(for attachment to International Liability forms)**

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence

thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

7 Cyber Incident means:

7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**LMA5468**

**4 November 2020**

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| **SIGNED LINE** |  | AXA XL 100% of 100% |

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| **BROKER REMUNERATION AND DEDUCTIONS** |  |

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| **FEE PAYABLE**  **BY CLIENT** | **:** | No |

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| **TOTAL**  **BROKERAGE** | **:** | 23,00% |

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| **OTHER**  **DEDUCTIONS**  **FROM**  **PREMIUM** | **:** | Nil |