

Green Card Bureau Compendium

TR – Turkey

Review date: 22/12/2020

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General information

Please provide the official full name of your Bureau.

TURKISH MOTOR INSURERS' BUREAU

What is the legal status (form) of your Bureau (non-profit organisation, association of legal entities, limited liability company, etc.)?

The Turkish Motor Insurers' Bureau (TMIB) is a non-profit legal entity based in Istanbul which is established under the Insurers Association of Turkey.

How is the ownership/membership of your Bureau structured (e.g. owned/controlled by all members equally, part of state government, etc.)?

The Turkish Motor Insurers' Bureau is controlled by the state.

Question N° 1

1.1. What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and what was the date of its entry into force?

Law of Motorway Traffic: 11.05.1953 entered into force in the same year.

1.2. What is the date of the present Law and of its entry into force?

The date of the present Law is 13.10.1983 and code number is 2918. The date of its entry into force is 18.10.1983. Some articles of the mentioned law have been modified in several dates and the last modification was made on 26.10.2018.

Question N° 2

2. Which are the classes of motor vehicles for which insurance is compulsory?

All motor vehicles moving on public road and carrying persons, animals or goods.

Question N° 3

3. Is the Law applicable to foreign visitors?

Yes.

Question N° 4

4. Does the Law apply in respect of liability for both personal injury and damage to property?

Yes. Moral claims are not covered by this Law.

Question N° 5

5. What is the minimum limit of cover required for personal injury damage? State the minimum value of sum insured, date with effect from and please indicate whether the limit is per accident or per victim.

| Vehicle Type | Coverage | | | | | |
|---|-----------------------|--------------|-------------------------|--------------|--------------------|--------------|
| | A. Treatment Expenses | | B. Disability and Death | | C. Material Damage | |
| | Per Person | Per Accident | Per Person | Per Accident | Per Person | Per Accident |
| Motor vehicles used in people transportation | 430.000 | 2.150.000 | 430.000 | 2.150.000 | 43.000 | 86.000 |
| Motor vehicles used in goods transportation, trailers and engineering vehicle | | 4.300.000 | | 4.300.000 | | |
| Agricultural Machine and vehicles for special purpose | | 2.150.000 | | 2.150.000 | | |
| Motorcycles and freight motorcycles | | 1.290.000 | | 1.290.000 | | |

Above chart is effective until 31/12/2021.

Question N° 6

6.1. Does the Law require cover in respect of passengers carried in the vehicle?

Yes.

6.2. Is there any category of passenger excluded from this cover?

The compulsory third party liability insurance does not cover any damages to the operator (keeper).

Question N° 7

7. Under what conditions is an insurer permitted by Law to reject a third party claim? Please specify.

An insurer can reject a Third Party claim in the following situations:

- a) Damages caused by motor vehicles which are not being used in traffic.
- b) Claims that caused by TP's own fault.
- c) Claims of compensation for those who are not covered by the liability risk of the insured
- d) Demands for damaged belongings owned by wife/husband, mother, father, children, adopted children or brothers/sisters (living within the same house) of keeper/owner.
- e) Claims for loss of support compensation, which are not covered by the insured's liability risk, claims for support compensation, which fall within the scope of the responsibility of the insured person, but which is the defect of the support person.
- f) Demands for damaged belongings owned by wife/husband, mother, father, children, adopted children or brothers/sisters (living within the same house) of keeper/owner.
- g) Moral indemnity demands
- h) Damages caused by the stolen vehicles and which the insured is not responsible under the Highway Traffic Law, the claims of the persons who steal the vehicle and of the people who have been struck by knowing that the vehicle has been stolen.
- i) Damages caused by the employees under the liability of an employer, if such demands are recoverable from his employees.
- j) Demands for damages which occurred on a vehicle which is in possession of keeper/owner, or trailer, semi-trailer or any other vehicle which is towed by this vehicle.
- k) Demands for damages caused by a vehicle which is left in a place for aim of maintenance, repairing, sales, taking car, revision, etc.

- l) Damages caused by motor vehicles participating in a car race or in a show which is organised under the permission of the legal authorities.
- m) Damages during usage of cycle fitted with an auxiliary engine.
- n) Those concerned whose claims are not within the scope of the liability risk of the insured.
- o) Claims arising out of vehicles used in terrorist acts mentioned in the Anti-Terrorism Law No: 3713 dated 12.04.1991 and sabotage caused by those acts where the insured is not liable for damages according to the Road Traffic Law dated 2918 and claims of damages of people who entered the vehicle knowing that the vehicle was used or would be used in terrorist acts and claims of people who used the vehicle for terrorist and related sabotage acts.
- p) Claims related to motor vehicle accidents leading to pollution of soil, underground water, inland water, sea and air or expenses of cleaning, transport and disposal of collected waste due to pollution danger, environmental damages and reconstruction of the damaged environment due to damage to biodiversity, living resources and natural life.
- q) Claims related to reflexion or indirect damages caused by the damaging event such as loss of income, loss of profit, loss of work, business interruption and rent deprivation.
- r) Claims which are the subject of general provisions according to the relevant legislation.
- s) All expenses arising from criminal prosecution and administrative and judicial fines

Question N° 8

8. Is there a direct right of action by a third party against an insurer?

No, TP must submit a written application to the relevant insurer before proceeding with direct right of action.

Question N° 9

9. Does a claimant resident in a foreign country have a direct right of action against the local Bureau or the insurer representing the Bureau?

No, TP must submit a written application to the relevant insurer before proceeding with direct right of action.

Question N° 10

10.1. Does the Law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

The Insurance Company which issued the Compulsory Third Party Liability is obliged to pay indemnity up to the limits in 8 days; beginning from the date of application was submitted with the necessary documents.

If yes, what is the nature of the damages to which the time-limit applies?

The Insurer is also obliged to pay indemnity and expenses claimed by the Third Party within 8 days beginning from the delivering necessary documents with relevant official accident report or survey report to insurer.

10.2. What is the specific time-limit?

The specific time-limit is 8 working days.

10.3. Which are the other provisions of the Law in this respect? (e.g. sanctions)

If the insurer fails to fulfil his financial obligations against the Third Party, in the time which is given by law, then a default interest will be applied for the period of default. In addition, a fine will be imposed.

10.4. Are there any similar stipulations for provisional payments?

The insurance Law contains no requirement for Provisional payments.

Question N° 11

11.1. Is there a limitation period for legal proceedings against the insured or the insurer?

Yes.

If yes, please specify.

For claims arising from motor vehicle accidents, the time-barred period is 2 years beginning from the time when the Third Party discovers the damage and the person who is responsible for this damage. Otherwise, the limitation period is 10 years from the date of accident.

If the accident resulted with a criminal action then the time limitation period, which is stated in the criminal code, should be applied.

11.2. Are there any provisions in the Law which allow for the suspension or extension of that limitation period?

There is no time-limit for the insurer and the insured when a claim is brought to Court against the insured and/or Insurer whilst applying for execution, making partial payment to the claimant, acknowledgement of the debt.

If yes, please specify.

N/A.

Question N° 12

12.1. Is your Bureau a VAT liable entity?

Yes.

12.2. If yes, please indicate the VAT number:

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8790031356

In this case is the service of claims handling by the Bureau VAT exempted?

No.

12.3. Is an MTPL insurer in your market a VAT liable entity?

No.

If yes, is the service of claims handling by an MTPL insurer VAT exempted?

N/A.

12.4. Is a specialised claims handling office a VAT liable entity?

Yes.

If yes, is the service of claims handling by this entity VAT exempted?

No.

Question N° 13

[Note: Questions addressed to non-EEA Bureaux only. For EEA Bureaux, see Section 2 & 3]

13.1. Is there a Guarantee Fund in your Country?

The Guarantee Fund is regulated by the Turkish Law.

If yes, what are the conditions and limits of intervention of the Guarantee Fund?

The Guarantee Fund covers losses of bodily injuries up to the limits:

- a) If the motor vehicle, which caused the damage, is not insured for Compulsory Third Party Liability
- b) If the damage is caused by a stolen vehicle
- c) If the damage is caused by a vehicle with an unknown registration plate
- d) If the insurer, who issued Compulsory Third Party Liability Policy, becomes bankrupt (in this case the Guarantee Fund covers both material and bodily damages of the third parties up to the limits).

13.2. Are these conditions and limits applicable to non-residents whether they are the cause of, or victims of, accidents?

The Guarantee Fund is applicable for all non-residents within the conditions mentioned in Article 12.2.

Question N° 14 – For countries concerned by Section III of the Internal Regulations

14.1. Are there natural or legal persons (public or private) exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.2 of the Internal Regulations)

N/A.

If yes, please list the persons exempt from compulsory MTPL insurance:

N/A.

In this case please also indicate the authorities or bodies responsible for compensation:

N/A.

14.2. Are there certain types of vehicles or certain vehicles bearing a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.3. of the Internal Regulations)

N/A.

If yes, please list those vehicles:

N/A.

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| Question N° 15 |
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15.1. Any other special features?

No.