GENERAL CONDITIONS OF COMPULSORY SEAT PERSONAL ACCIDENT INSURANCE FOR HIGHWAYS PASSENGERS TRANSPORTATION

A. SCOPE OF INSURANCE

A.1- Insured, Policyholder and Beneficiary

The person whose life insurance contract is made is called the "insured", the person who insures the interests of the insured with the insurer by paying premium is called the "insurer" and the person who is not a party to the insurance contract but in whose favor the insurance contract is made and who has the right to demand the insurance compensation from the insurer in the event of the risk occurring is called the "beneficiary".

The insured and the policyholder may be the same person, and in insurances made with a survival condition, the beneficiary may also be the same person.

A person's life may be insured by a third party for various amounts, either by that person or by one or more insurers of his choice, even without his knowledge and permission, however, the third party having a material or moral interest in the continuation of that person's life is a condition for the validity of the insurance.

A.2- Subject of Insurance

With this insurance, the insurer may insure the possibility of a person dying within a certain period or under the conditions and circumstances specified in the contract, or the possibility of that person living longer than a certain period specified in the contract, or both possibilities together.

However, it is invalid to insure the death of minors, disabled people or those who are not able-bodied by setting a condition, and it is valid to insure their lives. If death occurs in either case, the mathematical reserve of the insured on the date of death shall be paid.

In cases where mathematical reserve must be paid according to these general conditions, a profit share, if any, shall also be paid.

A.3- Cases Excluded from Insurance Coverage

The following cases are excluded from insurance coverage:

3.1- The insured may travel only as a passenger on an aircraft or any airship licensed for passenger transportation on commercial air lines without informing the insurer. If the death of the person whose life is insured occurs during air travel other than as a passenger, the company is only obliged to pay the mathematical reserve; No death compensation is paid.

3.2- If the insured dies as a result of suicide or attempted suicide, the insurer pays the mathematical reserve of the insurance at that moment, regardless of the mental faculties of the insured at the time of suicide. Unless the period is shortened by a contract to the

contrary, if the insured has continued continuously for at least three years, the insurer is obliged to pay the entire insurance coverage.

3.3- If the person benefiting from the insurance kills the person whose life was insured or has been an accomplice in the killing of the person, he/she is deprived of the insurance amount and this amount belongs to the heirs of the deceased.

3.4- Unless otherwise agreed by contract, insurance is not valid in the event of war. However, if the insured dies during the war and due to war actions, the mathematical reserves on the date of death are paid to the rightful owners together with the technical interest for the period until the payment date.

3.5- If the insured dies as a result of AIDS, the use of nuclear, biological and chemical weapons or any attack and sabotage that will cause the release of nuclear, biological and chemical substances, or nuclear risks other than those for therapeutic purposes, unless otherwise agreed, the insurer is only obliged to pay the mathematical reserve.

A.4- Increasing the Sum of Insurance

The sum of insurance may be increased during the insurance period upon the request of the policyholder and the acceptance of the insurer.

Except for cases that automatically increase the sum of insurance due to special insurance conditions, when the policyholder requests an increase in coverage, he/she must notify the insurer in writing and provide a new health report to the insurer if the insurer deems necessary.

The provisions of C.2 apply to the declarations to be made in the event of an increase in the sum of insurance.

A.5- Start and End of Insurance

Insurance starts at 12:00 noon Turkish time on the days written as start and end dates in the policy, unless otherwise agreed upon, and ends at 12:00 noon and in any case with the occurrence of the risk.

A.6- Geographical Limit of Insurance

This insurance is valid all over the world.

B. OBLIGATIONS OF RIGHT HOLDERS IN CASE OF RISK OCCURRENCE

Right holders must notify the insurer within five days from the date they learn that the risk has occurred.

Right holders shall obtain the following written documents at their own expense and submit them to the insurer in order to claim their rights arising from the policy.

a) Insurance policy, (in case of loss, a signed declaration from the insured or right holder is sufficient),

b) A certified and documented population record copy to be issued by the civil registry office,

c) If necessary, a medical report explaining the cause of death or a burial permit,

d) In the event of absence, a court order of absence,

e) A certificate of inheritance in cases where no beneficiary has been determined,

In cases of death risks, the insurer may also request a health report and a hospital status report to finalize the compensation if necessary. The insurer must provide a receipt to the beneficiary or the policyholder in return for the documents received regarding the payment of compensation upon request.

After all documents are submitted to the insurance company, the insurer pays the finalized compensation to be paid according to the contract provisions to the beneficiaries within ten days. In cases where the policy cannot be found, the company records shall be taken as basis.

In contracts made only on the condition of survival, it is sufficient to provide only the insurance policy and the certified copy of the identity document for payments to be made due to the expiration of the period specified in the contract.

C. MISCELLANEOUS PROVISIONS

C.1- Payment of Insurance Premium and Commencement of the Insurer's Liability

If it is agreed that the insurance premium will be paid in full or in installments, the first installment shall be paid in cash upon delivery of the policy and the remaining installments shall be paid on the dates specified in the policy.

If the offer regarding the conclusion of the insurance contract is not rejected within 30 days from the date the insurance company receives it, the insurance contract shall be concluded.

The money received in return for a receipt during the submission of the offer shall be offset against the premium debt of the policyholder if the offer is accepted by the company.

If the person whose life is insured dies before the first premium is paid, the insurance shall be void.

In life insurances with a term longer than one year, if the insurance fee or any installment if it is connected to installments is not paid on time, the insurer shall notify the policyholder by registered letter to the last address of residence notified to him or her or by a notary public that the fee or installment shall be paid within one month, otherwise the insurance shall be terminated. If the said fee or installment is not paid at the end of this period, the contract shall be terminated.

In life insurances with a term of one year or less, if the policyholder fails to pay the premium or any installment if it is connected to installments on time, the insurance coverage shall be suspended for a period of fifteen days from the end of this period. If the premium is not paid by the end of this period, the insurance contract is terminated without any notice.

The insurance premium is paid against receipt on the term previously determined by the parties. Documents showing that the premiums to be received from PTT and other persons have been paid, provided that they are specified in the policy, are equivalent to the insurance company receipt.

Unless the period is shortened by a contract to the contrary, if the policyholder renounces the insurance or does not comply with his/her commitment before three years have passed, he/she cannot claim the premium or amount he/she paid from the insurer.

If the premiums for the first three years are paid and the subsequent premiums are not paid, the policy is not terminated; However, the insurer shall apply the provisions of Article C.5 ex officio.

C.2- Declaration Obligation During the Conclusion of the Contract

2.1- The insurer has made this contract based on the declaration of both the policyholder and the persons whose lives are insured, if he/she is aware of it, and also the representative if insurance is made through a representative.

2.2- Both the policyholder, the insured and the representative are obliged to notify all the situations that are known to them at the time of the conclusion of the insurance contract and that would require the insurer not to conclude the contract or to conclude it under more severe conditions. In the event of a breach of this obligation, the insurer may withdraw from the contract within one month from the date of learning about the situation or may demand the premium difference within eight days by keeping the contract in force. However, withdrawal is not permissible if the insurer knows about the issues that were not reported, incompletely or incorrectly reported or if the failure to report or incorrectly reported is not based on fault. In this case, if a higher premium is required due to the risk being higher than accepted, the insurer may demand the premium difference within eight days from the date of learning about the situation.

If the policyholder does not notify within eight days that he/she accepts the requested premium difference, the contract is withdrawn. However, withdrawal from the contract due to the non-acceptance of the premium difference is possible within one month from the date of the insurer learning about the false or incomplete declaration.

In the case of intentional breach of the declaration obligation, the insurer may withdraw from the contract and be entitled to premium even if the risk has occurred.

In cases where there is no intent, if the risk occurs before the insurer learns about the situation or within the period in which the insurer can withdraw or for the withdrawal to

become effective, the insurer pays the compensation according to the ratio between the premium accrued for that compensation and the premium that should have been accrued.

2.3- The right to withdraw or request the premium difference is extinguished if it is not used in due time.

2.4- If the contract has been in force for two years without interruption or objection since it was concluded, the insurer cannot withdraw from the contract anymore, but may request the premium difference within eight days from the date on which it learns the situation. However, if the insured does not accept the requested premium difference, the ratio between the premium received for the risk and the premium that should have been collected is multiplied and the resulting amount is paid as compensation.

2.5- If the incomplete and incorrect declaration has caused an excess premium to be collected, the excess amount collected is returned to the policyholder on a daily basis.

C.3- Declaration Obligation During the Insurance Period

After the contract is made, any changes made in matters that may affect the risk without the permission of the insurer must be notified to the insurer within eight days.

After the situation is learned by the insurer,

3.1- If the change is one of the situations that require the insurer not to make the contract or to make it under more severe conditions,

The insurer terminates the contract within eight days or keeps the contract in force by receiving the premium difference.

If the policyholder does not notify that he/she accepts the requested premium difference within eight days, the contract is terminated. However, the termination of the contract due to the non-acceptance of the premium difference is possible within eight days from the date the insurer learns about the change.

The right to terminate or request the premium difference that is not used in due time is void. If the insurer who learns about the change in any way shows that he/she agrees to the continuation of the insurance provision, the right to terminate is void.

3.2- If the change is of a nature that mitigates the risk and requires a lower premium, the insurer shall return to the policyholder the premium difference calculated on a daily basis for the period from the date of the change until the end of the term.

3.3- In cases where the insurer does not conclude the contract according to these changes or makes it under more severe conditions:

a) Before the insurer learns of the situation,
b) Within the period in which the insurer can give notice of termination,

c) If the risk occurs within the period in which the notice of termination becomes effective, the insurer shall pay the compensation according to the ratio between the premium accrued for that compensation and the premium that should have been accrued.

C. 4- Reinstatement or Reinstatement of Insurance

A contract that has been terminated or reduced due to non-payment of premium shall be re-established or re-established within six months following the due date of the first unpaid premium, and the accumulated premiums shall be paid by the policyholder in one lump sum, together with the legal default interest calculated from the due date of each premium.

If this six-month period has elapsed, the insurer may, if it wishes, request a new examination from the insured, the expense of which will be borne by the policyholder. If the examination is deemed appropriate for the continuation of the insurance and the accumulated premiums are paid in accordance with the principles set forth above, the insurer shall re-enact the contract.

The insured must be alive at the time the insurance is re-enacted. If the statements made during the re-enactment of the insurance are untrue, the provisions of Article C.2 shall apply.

C.5- Free Insurance (Reduction)

If the policyholder, unless the period has been shortened by a contract to the contrary, withdraws from the insurance after paying at least three years of premiums or does not comply with his commitment and does not exercise his right to purchase (submit) the insurance, the insurance shall be converted into an insurance exempt from premium payment. In this case, the insurance amount shall be reduced as indicated in the policy and tariff technical principles.

C.6- Purchase (Negotiation)

Unless otherwise shortened by a contract, the insurer must purchase an insurance policy for which at least three years of premiums have been paid, upon the request of the policyholder and in return for the return of the insurance policy, as specified in the policy.

C.7- Lending (Loan)

Unless otherwise shortened by a contract, the insurer must lend money on the insurance policy for which at least three years of premiums have been paid, upon the request of the policyholder and in return for the return of the policy.

The contract remains in force as long as the interests of the debt are paid on the terms agreed upon by the parties. If the interests are not paid on the terms, the insurer sends a notice letter to the policyholder, inviting him to pay the debt with accrued interest and expenses within three months. If the debt is not paid within this period, the insurer shall automatically surrender and collect the receivable with accrued interest and expenses. The remaining amount shall be returned to the policyholder.

C.8- Transfer of Rights or Obligations - Change of Beneficiary

8.1- Transfer of rights or obligations arising from this contract is possible.

8.2- The policyholder may appoint the person benefiting from the insurance at the beginning of the insurance or later, and may also change the person at any time. However, if the policyholder waives the right to change and delivers the policy to the beneficiary, he/she cannot change that person anymore.

C.9- Loss of the Policy

In case of loss of the policy, the records and documents in the company and approved by the policyholder shall be deemed as the basis, the lost copy shall be deemed invalid and a second sample policy shall be provided in return for a loss form to be signed by the policyholder. Expenses incurred in this regard shall be borne by the policyholder.

C.10- Notifications and Notices

Notifications of the insured and the policyholder shall be made to the insurance company's headquarters by notary or registered mail.

Notifications of the insurer shall be made to the address of the policyholder and the insured in the same manner. If these addresses have changed, the policyholder must notify the insurance company. Otherwise, the legal consequences arising from the failure to deliver the notification to the policyholder by the insurer will directly belong to the policyholder.

Notifications made to the parties by hand, in return for signature, via letter or telegram are also considered registered mail.

C.11- Keeping Secrets of the Insured Safe

The insurer and those acting on behalf of the insurer are responsible for the Losses arising from the failure to keep secrets of the insured, the policyholder and the beneficiary that they will learn due to the conclusion of this contract.

C.12- Competent Court

In cases to be filed against the insurance company due to disputes arising from this contract, the competent court is the courts responsible for hearing commercial cases in the place where the insurance company's headquarters or the insured's residence is located, and in cases to be filed by the insurance company, the courts responsible for hearing commercial cases in the place where the defendant's residence is located.

C.13- Statute of Limitations

All claims arising from insurance contracts become time-barred in two years.

C.14- Special Conditions

Special conditions may be included in insurance contracts, provided that they do not conflict with the general conditions and are not to the detriment of the insured.

Last Edit Date: May 11, 2002

GENERAL CONDITIONS OF HEALTH INSURANCE

Article 1- This insurance covers the expenses required for the treatment of the insured in the event that they become ill and/or are injured as a result of any accident during the insurance period, and daily compensations, if any, up to the amounts stated in the policy, within the framework of these general conditions and special conditions, if any.

Case Excluded from Coverage

Article 2- Due to the following cases, the insured becoming ill and/or being injured as a result of any accident during the insurance period are excluded from coverage.

a) War or war-like operations, revolutions, rebellions, uprisings and internal turmoil resulting from these,

b) Committing a crime or attempting to commit a crime,

c) Except for the case of saving persons and property in danger, the insured's actions that knowingly expose him/herself to serious danger,

d) Use of drugs such as marijuana and heroin,

e) Nuclear risks or the use of nuclear, biological and chemical weapons or any kind of attack and sabotage that will cause the release of nuclear, biological and chemical substances,

f) All Losses that may occur due to biological and/or chemical pollution, contamination or poisoning resulting from terrorist acts specified in the Law No. 3713 on Combating Terrorism and sabotage resulting from these acts or as a result of interventions made by authorized bodies to prevent these acts and reduce their effects.

g) Illness or injury that may occur due to the insured's attempted suicide,

h) Other non-covered situations to be regulated in the special terms of the policy.

Cases Excluded from Coverage if There is No Contract to the contrary

Article 3 – Unless there is a contract to the contrary, the following situations are excluded from the insurance coverage for the insured becoming ill and/or being injured as a result of any accident during the insurance period:

a) Earthquake, flood, volcanic eruption and landslide.

b) Terrorist acts and sabotage specified in the Anti-Terror Law No. 3713, excluding the Losses specified in subparagraph (f) of Article 2, and interventions made by authorized bodies to prevent and reduce their effects.

Geographical Limits of Insurance

Article 4- The geographical limits of the insurance will be specified in the policy.

Beginning and End of Insurance

Article 5- Insurance starts at 12:00 noon Turkish time on the days written as the start and end dates in the policy, unless otherwise agreed upon, and ends at 12:00 noon.

Insured's Declaration Obligation When Making a Contract

Article 6- The insurer has accepted this insurance based on the insured's written declaration in the offer form, or in the absence of an offer form, in the policy and its annexes. The insured/insured is obliged to answer the questions asked in the offer form and the complementary documents correctly and to declare the matters known to him/her that constitute the subject of the risk and will affect the assessment of the risk. If the declaration of the insured/insured is untrue or incomplete, and in cases that require the insurer not to make the contract or to make it under more severe conditions;

a) If the policyholder/insured has intent, the insurer may withdraw from the contract within one month from the date of learning the situation and shall not pay compensation to the insured if the risk has occurred.

In case of withdrawal, the insurer shall be entitled to premium.

b) If the policyholder/insured does not have intent, the insurer shall terminate the contract within one month from the date of learning the situation or shall keep the contract in force by collecting the premium difference. If the policyholder/insured notifies within 8 days that they do not accept the requested premium difference, the contract shall be terminated. The termination notice made by the insurer by registered mail or through a notary shall become effective at 12:00 on the fifth business day following the date of notification by the policyholder/insured. The premium for the period until the date of termination is effective shall be calculated on a daily basis and any excess shall be returned.

c) The right to withdraw, terminate or request the premium difference shall expire if not exercised within the due date.

d) If the policyholder/insured does not have intent, the risk:

1- Before the insurer learns the situation or,

2- Within the period in which the insurer can give notice of termination or,

3- If this notice becomes effective, the insurer shall make a deduction from the compensation in the ratio between the premium accrued and the premium that should have been accrued.

Notification Obligation During the Insurance Period

Article 7- If the matters declared in the offer letter, or in the policy and its annexes if there is no offer letter, change after the contract is made, the policyholder shall be obliged to notify the insurer of the situation within 8 days at the latest. If this change requires not to conclude the contract or to conclude it under more severe conditions, the insurer shall;

1- terminate the contract or,

2- keep the contract in force by requesting the premium difference.

If the policyholder notifies within 8 days that he/she does not accept the requested premium difference, the contract shall be terminated.

The termination notice made by the insurer via registered mail or notary shall become effective at 12:00 on the fifth business day following the date of notification to the policyholder.

The period until the date of termination shall be calculated on a daily basis and any excess shall be returned.

The right to request termination or premium difference not used in due time shall be waived.

If the insurer, who learns of the change, does not terminate the contract within eight days or acts in a manner indicating that he/she agrees to the continuation of the insurance contract, such as collecting the insurance premium, the right to request termination or premium difference shall be waived.

Payment of Premium and Commencement of the Insurer's Liability

Article 8*- If it is agreed that the premium shall be paid in full or in installments, the first installment shall be paid at the latest upon delivery of the policy and the remaining installments shall be paid on the dates specified in the policy.

If it is agreed that the premium shall be paid in full or in installments, the insurer's liability shall not commence until the first installment is paid.

If the first installment or the premium that must be paid in full is not paid on time, the insurer may withdraw from the contract within three months as long as the payment is not made. This period starts from the maturity date. If the premium receivable is not claimed through lawsuit or follow-up within three months from the due date, the contract is withdrawn.

If any of the following premiums are not paid on time, the insurer gives the policyholder a ten-day period to fulfill the debt through a notary or registered letter, otherwise, the contract

will be deemed to be terminated at the end of the period. If the debt is not paid at the end of this period, the insurance contract is terminated. The insurer's other rights arising from the Turkish Code of Obligations due to the default of the policyholder are reserved.

If the policyholder is notified twice within an insurance period, the insurer may terminate the contract to take effect at the end of the insurance period. The provisions regarding discounts in life insurance are reserved.

The time and amount of premium payment and the consequences of non-payment of premium are written on the front of the policy.

The binding of the insurance fee to bills of exchange does not change the nature of the debt and does not prejudice the rights and privileges granted by the Commercial Code. (*: Amended by the Sector Announcement dated 15.06.2016 and numbered 2016/12.)

Obligations of the Insured in Case of Realization of Risk

Article 9-

A) Notification of the realization of the risk:

- The policyholder/insured is obliged to notify the insurer in writing within eight days from the date on which they learn of the realization of the risk or are able to notify in any case.

- The policyholder/insured is obliged to report the location, date and causes of the accident or illness in the notification in question and also to obtain a report from the treating physician showing the status of the accident or illness and its possible consequences and send it to the insurer.

B) Starting treatment and taking the necessary precautions:

It is essential to start treatment immediately following the accident or illness and to take the necessary precautions for the recovery of the injured or patient.

The insurer always has the right to have the victim or patient examined and their health status checked, and it is mandatory to allow these examinations and checks to be carried out.

It is also essential to comply with the recommendations made by the insurer's physician regarding the recovery of the victim or patient that will directly affect the results of the accident or illness.

The obligations specified in paragraphs (A) and (B) above;

a) If not fulfilled intentionally, the rights arising from the policy are lost.

b) If not fulfilled as a result of fault and the results of the accident or illness become severe for this reason, the insurer is not responsible for the aggravated part.

C) Delivery of necessary documents

The policyholder or the insured is obliged to submit the originals of the documents showing the examination, treatment, medicine and hospital expenses that must be paid as a result of an accident or illness, or copies that do not invite doubt about the originals, as an attachment to the company notification and treatment forms to be filled out by the treating physician or hospital.

Determination of Expenses

Article 10- This insurance covers the expenses incurred by the policyholder, if any, with daily compensation due to the occurrence of the risks covered, up to the limits stated in the policy.

The insurer will not meet the requests regarding the expenses incurred in the following cases.

a) Expenses that should not be made due to the nature of the work and requests exceeding a reasonable amount based on a special agreement,

b) Expense requests contrary to the special conditions of the insurance,

If the parties cannot agree on the amount of the expense, the amount of the expense will be determined by the professional organizations of physicians, if any, or by persons named as arbitrators and experts to be selected from among experts, subject to the following provisions. a) If the two parties cannot agree on the selection of a sole arbitrator-expert in accordance with paragraph (b), each party shall appoint its own arbitrator-expert and notify the other party of this matter by a notary public. The parties shall select a third impartial arbitrator-expert within seven days of the appointment of the arbitrator-experts and before proceeding with the examination, and shall record this in a report. The third arbitrator-expert shall only be authorized to decide on the issues on which the party arbitrator-experts cannot agree, provided that it remains within the limits and within this scope. The third arbitrator-expert may give his/her decision in a separate report or may give it in a report together with the other arbitrator-experts. The arbitrator-expert reports shall be notified to the parties at the same time.

c) If either party does not appoint an arbitrator-expert within 15 days of the notification made by the other party, or if the party arbitrator-experts cannot agree on the selection of the third arbitrator-expert within seven days, the party arbitrator-expert or the third arbitrator-expert shall be selected from among impartial and expert persons by the presiding judge of the court authorized to hear commercial cases at the place of treatment upon the request of one of the parties.

d) Both parties have the right to request that the third arbitrator-expert be selected from outside the place where the insurer or the insured resides or where the treatment is performed, whether this person is selected by the party arbitrator-experts or by the presiding judge of the authorized court, and this request must be fulfilled.

e) If the arbitrator-expert dies, resigns or is rejected, a new arbitrator-expert shall be selected in place of the departed arbitrator-expert according to the same procedure and the determination process shall continue from where it left off. The death of the insured does not terminate the duty of the appointed arbitrator-expert. If the objection to the arbitrator-experts due to lack of expertise is not made within seven days from the date of learning about these persons, the right to object is void.

f) The arbitrator-experts may request the evidence, records and documents they deem necessary for the determination of the amount of expenses and may conduct an examination at the treatment site.

g) The decisions of the arbitrator-expert or arbitrator-experts, or the third arbitrator-expert regarding the amount of expenses are final and binding on the parties. No compensation can be claimed from the insurer and no lawsuit can be filed against the insurer without relying on the decision of an arbitrator-expert.

An objection can be made to the arbitrator-expert and its decisions only if it is understood that the decisions are clearly significantly different from the real situation and the annulment of these can be requested from the court authorized to hear commercial cases at the treatment site within one week from the date of notification of the report.

h) Unless the parties agree on the amount of compensation, the receivable becomes due only with the arbitrator-expert decision and the statute of limitations does not start to run before the date of notification of the final report to the parties. Unless two years have passed between the appointment of the arbitrators-experts and the notice period in Article 1292 of the Turkish Commercial Code.

i) The parties shall pay the fees and expenses of their own arbitrators-experts. The fees and expenses of the third arbitrator-expert shall be paid by the parties in half.

i) The determination of the amount of expense shall not affect the provisions and conditions existing in this policy and legislation regarding the risks covered, the sum insured, the beginning of the liability for the insurance value, the reasons for extinguishing rights and reducing rights, and the assertion of these.

Consequences of Compensation and the Insurer's Right of Subrogation

Article 11- The insurer shall succeed to all rights of the insured, including those within the scope of social security law, for the amount of compensation it has paid. The insurer may exercise its right of recourse against the liable parties for the amount it has paid.

The policyholder and the insured are obliged to provide documents and information that are useful and possible to obtain in the lawsuit or pursuit that the insurer may file. (Amended by the Sector Announcement on the Amendment of Health Insurance General Conditions No. 2015/22.)

Joint Insurance

Article 12- If treatment expenses are provided by more than one insurer, these expenses are shared among the insurers in proportion to their coverage.

Keeping Secrets Confidentiality

Article 13- Persons who will be or are included in the insurance coverage are deemed to have consented to the sharing of their health information, insurance records and other information within the framework of Articles 31/A and 31/B of the Insurance Law No. 5684, by signing the relevant documents, in order to conduct a risk assessment and finalize compensation applications. The situation is stated in the information form and in the policy or participation certificate.

In order to conduct a risk assessment and finalize compensation applications within the scope of the first paragraph of this article, the requested information and documents must be compatible with the need and have a direct connection.

The Company; health information, insurance records and other information cannot be given to any real or legal person without the consent of the insured, except for the authorities authorized by the relevant legislation.

All real and legal persons who are aware of the secrets about the insured are responsible for keeping these secrets confidential. (Amended by Sector Announcement No. 2015/22.)

Notifications and Reports

Article 14- The policyholder's notifications and reports are made to the insurance company's headquarters or the agency mediating the insurance contract, through a notary public or in writing.

The insurance company's notifications and reports are also made to the policyholder's address shown on the policy, or if these addresses have changed, to the last address notified to the insurance company's headquarters or the agency mediating the insurance contract in the same manner.

Competent Court

Article 15- In cases to be filed against the insurance company due to disputes arising from this policy, the competent court is the court of the place where the insurance company headquarters or the agency acting as an intermediary in the insurance contract is located or where the damage occurred, and in cases to be filed by the insurance company, the court of the place where the defendant is located is authorized to hear commercial cases.

Statute of Limitations

Article 16- All claims arising from the insurance contract are subject to a two-year statute of limitations.

Special Conditions

Article 17- Special conditions that do not conflict with these general conditions and the clauses related to them, if any, may be included in the policies.

Obligation to Provide Information Form, Policy and Participation Certificate

Article 18* – A. General Issues

It is mandatory to provide information forms and policies or participation certificates to the insured.

Information forms and policies or participation certificates are provided against signature and a signed copy is kept in the company.

However; In cases where the insurer and the insured do not come face to face physically or in cases where the nature of the work requires it, an information form and policy or participation certificate may be provided electronically or through similar means that the insured can access.

If the written consent of the insured regarding the sharing of information cannot be obtained through the information form and policy or participation certificate given in return for signature, it shall be obtained through a proposal or a consent letter indicating permission or another similar method.

The burden of proof that the information form and policy or participation certificate have been given and that the approval for the sharing of information has been received belongs to the insurer.

A copy of the information form and policy or participation certificate shall be placed on the personal page of the insured, which can be accessed by the insurer on the insurer's website.

B. Group Insurances

Insurance may be made with a single contract in favor of persons included in a group consisting of at least ten persons, whose members can be determined by the policyholder according to certain criteria. During the continuation of the contract, everyone included in the group shall benefit from the insurance until the end of the group insurance contract. If the group falls below ten persons after the contract is made, the validity of the contract shall not be affected.

The information form is given before the insured is included in the group contract; the participation certificate is given within fifteen days of the insured being included in the group contract.

In order for the information form and participation certificate to be given, the insurer requests the contact information of the insured from the policyholder. The policyholder provides all kinds of convenience to ensure that the insurer duly fulfills its obligation to provide information and participation certificate.

However; if the obligation mentioned in this article cannot be fulfilled properly due to the fact that the contact information of the insured is not provided to the insurer by the policyholder, the insurer cannot be held responsible.

In case the contact information of the insured is not shared with the insurer; the insurer delivers the information form and participation certificates of the insured to the policyholder in accordance with the procedure specified in this article in order to ensure that they are given to the insured. A copy of the information form and participation certificate is placed on the personal page of the insured that can be accessed by the insurer on the internet page. The insurer informs the policyholder about the method of accessing the personal page of the insured.

C. Family Insurance

In contracts involving family members, a separate information form and policy or participation certificate is not required for dependents (spouse, children under the age of 18 and other dependents), unless otherwise requested. (*: Amended by Sector Announcement No. 2016/12 dated 15.06.2016.)