

## GENERAL CONDITIONS OF PERSONAL ACCIDENT INSURANCE

Article 1- This policy covers the insured against the consequences of accidents that he/she may experience during the insurance period, within the scope of the following conditions.

Article 2- The term Accident in this policy refers to the death of the insured or physical disability due to a sudden and external event.

Article 3- The following situations are also considered accidents:

g) Participating in terrorist acts and related sabotage specified in the Anti-Terror Law No. 3713

Drowning in water is excluded from the insurance unless it occurs as a result of an accident within the scope of the insurance.

Article 6- Unless otherwise agreed, the following cases are also excluded from the insurance:

- a) Using and riding motorcycles and bicycles with outboard motors,
- b) Deep sea fishing and hunting for wild boars and other wild animals, and hunting in high mountains,
- c) Mountaineering by climbing mountains and cliffs, all sports performed on snow or ice (such as skiing, skating, hockey and boxing); javelin game, obstacle riding, polo, rugby, fencing, weightlifting, wrestling, boxing, basketball, football and sailing sports and heavy and dangerous gymnastic movements and professional sports movements,
- d) All kinds of sports competitions and speed and endurance races,
- e) Flying in the air as a passenger other than as a passenger,
- f) Earthquake, flood, volcanic eruption and landslide.
- g) Except for the Losses specified in subparagraph (e) of Article 5 and participation in acts of terror and sabotage specified in subparagraph (g) of the same article, interventions made by authorized bodies as a result of acts of terror and sabotage specified in Law No. 3713 on Combating Terrorism or in order to prevent and reduce the effects of such acts.

Terminal Borders of Insurance

Article 7- This insurance coverage is also valid outside the borders of Turkiye.

Types of Coverage

Article 8- Provided that the coverage provided and not provided is stated on the front of the policy, in addition to the death and permanent disability coverage specified below, one or both of the daily compensation and treatment expense coverages may be provided.

A) Death Coverage:

If an accident covered by this policy causes the insured to die immediately or within one year from the date of the accident, the insurance amount shall be paid to the beneficiaries specified in the policy, or if not, to the legal beneficiaries.

B) Permanent Disability Coverage:

If an accident covered by this policy causes the insured to become permanently disabled immediately or within two years from the date of the accident, the permanent disability insurance amount shall be paid to the insured within the proportions specified below following the termination of medical treatment and the definitive determination of permanent disability.

- a) Inhalation of gases that spread suddenly and unexpectedly.
- b) Burns and injuries, sprains and ruptures of muscles and nerves as a result of a sudden movement.
- c) Poisonings resulting from snake or insect bites.
- d) Death or physical disability resulting from rabies resulting from a bite.

Article 4- The following cases are not considered accidents:

- a) Any kind of illness and its consequences and a morbid condition,
- b) If it does not occur as a result of an accident covered by the insurance, the effects of cold, frostbite, sunstroke and congestion,
- c) Suicide or attempted suicide, regardless of any mental or spiritual condition,
- d) Obvious drunkenness, use of narcotics, taking medicines and harmful substances in cases not covered by an accident covered by the insurance,
- e) Death or physical defects caused by surgery, intervention (surgery) and any kind of radiation application not covered by an accident covered by the insurance.

Article 5- The following cases are excluded from the insurance:

- a) War or war-like operations, revolutions, rebellions, uprisings or internal turmoil arising from these,
- b) Participation in strikes, locked-out workers' movements, civil commotions and fights,
- c) Committing or attempting to commit crimes and murders,
- d) Except for the case of saving persons and property in danger, the insured's actions that knowingly expose him/herself to serious danger,
- e) 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 in order to prevent these acts and reduce their effects.

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

Insurance Amount

(%)

Total loss of both eyes

100

Total loss of both arms or both hands

100

Total loss of both legs or both feet

100

Total loss of one leg or one foot with one arm or one hand

100

General paralysis

100

Incurable mental illness

100

Right% Left%

Complete loss of arm or hand

60 50

Complete loss of shoulder movement

25 20

Complete loss of elbow movement

20 15

Complete loss of wrist movement

20 15

Complete loss of thumb and index finger

30 25

Complete loss of a finger other than the index finger and thumb

25 20

Complete loss of a finger other than the thumb and index finger

20 15

Complete loss of three fingers other than the thumb and index finger

25 20

Complete loss of thumb only

20 15

Complete loss of index finger only

15 10

Complete loss of middle finger only

10 8

Complete loss of ring finger only

8 7

Complete loss of little finger only

7 6

Complete loss of one leg above the knee

50

Complete loss of one leg below the knee	40
Complete loss of one foot	40
Partial amputation of a foot including all toes	30
Complete loss of movement of a hip	30
Complete loss of movement of a knee	20
Complete loss of movement of an ankle	15
Complete loss of a big toe	8
Broken leg not healed properly	30
Broken foot not healed properly	20
Broken kneecap not healed properly	20
Shortening of a leg by 5 centimeters or more	15
Complete loss of one eye or half of the vision in both eyes	25
Complete deafness of both ears	40
Complete deafness of one ear	10
Broken lower jaw not healed properly	25
Obvious loss of movement of the mandible with concomitant immobility	30
Fracture of a rib causing permanent deformity in the rib cage	10

The proportion of disabilities not mentioned in the table above, even if they are less serious, is determined according to their degree of importance and by analogy with the proportions written in the table.

In determining the permanent disability proportions, the profession and art of the insured is not taken into account.

The term loss of a limb or part of a limb refers to the absolute and absolute inability to perform and use that limb or part of a limb.

The loss of a limb or part of a limb that was essentially unable to perform and use any function before an accident is not compensated.

If the disability proportion of a limb or part of a limb that was partially disabled before this accident increases due to the accident, the compensation is calculated according to the difference between the proportion before the accident and the proportion after.

The total of the compensation to be calculated separately for disabilities in various limbs or parts of limbs due to the same accident cannot exceed the amount shown in the policy.

If the insured is left-handed, the proportions determined for the right and left hands in the table above are applied negatively.

#### C) Daily Compensation

If the insured becomes temporarily unable to work as a result of the accident, the daily compensation stated in the policy is paid to him.

If the insured is partially able to work or becomes partially able to work later, the daily compensation is reduced by half as of that date.

This compensation is paid from the day the medical treatment starts until the day the insured recovers and becomes able to work. However, this period cannot exceed 200 days.

#### D) Treatment Expenses Coverage

Provided that treatment expenses are also included in the insurance coverage and are separately specified in the policy, the insurer pays the doctor's fee, medicine, radiography, bath, massage, hospital and other treatment expenses (excluding transportation fees) within one year from the date of the accident, up to the amount determined for this coverage in the policy.

Prosthetic costs for Losses to natural or artificial fixed teeth caused by accidents are compensated up to a maximum of 10% of the total amount of treatment costs.

For treatment costs, payments made by the institution where the insured works or by legally compulsory insurances are deducted from the compensation to be paid by the insurer.

If treatment costs are covered by multiple insurers, these costs are shared among the insurers in proportion to their coverage.

The insurer replaces the insured to the extent of the amount paid to third parties responsible for the treatment costs it paid.

#### Joint Types of Coverage

Article 9- An accident does not simultaneously entitle to death and permanent disability compensation. However, if the insured who has received permanent disability compensation dies as a result of this accident within one year from the date of the accident, the difference between the permanent disability compensation paid to the insured and the death compensation will be paid to the rightful owners.

Daily compensation and treatment expenses are not deducted from the death or permanent disability compensation.

#### Circumstances Aggravating the Consequence of the Accident

Article 10- If the consequences of an accident become serious due to a disease that existed before the accident or occurred later and in any case not related to the accident, a disorder of the physical structure or the treatment being inadequate, incorrect or poorly performed due to the fault of the insured, the amount of compensation to be paid is not calculated according to the result that has occurred, but is determined according to the result that could have been given to a completely healthy person in the same accident, provided that the medical treatment had been performed completely and technically.

#### Insured Person's Declaration Obligation

Article 11- This Agreement has been concluded based on the declaration of the insured.

The policyholder is obliged to answer the questions asked in the proposal and its complementary documents correctly and to declare the matters known to him/her that may affect the assessment of the risk constituting the subject of the insurance. If the policyholder has made false or incomplete statements in cases requiring the insurance to be provided with more severe conditions:

a) If the policyholder's intent is realized, the Insurance Policy is void.

b) In cases where the policyholder's intent is not present, the insurer chooses to keep the insurance policy in force by collecting the premium difference commensurate with the severity of the risk or to terminate it. If the policyholder chooses the termination option, the insurer shall notify the insured within one month from the date of notification. The insurance shall terminate at 12:00 noon 15 days after the date the termination notice is mailed and the premium for the unused insurance period shall be refunded. The right of termination not exercised within the period shall be void. If the cases of false or incomplete declaration are learned after the damage has occurred, compensation shall not be paid in cases where the policyholder has intention, and in cases where there is no intention, a deduction shall be made from the compensation in proportion to the premium accrued and the premium that should have been accrued.

#### Changes in Risk

Article 12- The policyholder is obliged to immediately notify the insurer in writing of all changes that will occur during the insurance period in the matters declared in the proposal or included in the special conditions of the policy - especially changes in profession and occupation, blindness and deafness, epilepsy, partial or complete paralysis, tuberculosis, mental and nervous diseases.

If the changes are of a nature that aggravates the risk and are notified to the insurer within eight days at the latest, the insurer shall:

- a) either accepts the continuation of the insurance by receiving an additional premium,
- b) or terminates the contract within 8 days from the date of becoming aware of the situation.

In this case, the insurance is terminated with written notice of termination and the premium for the days that will not be processed is returned on a daily basis. If the right of termination is not used within the period, the insurance continues to be valid.

Even if the policyholder does not notify the insurer of the change in the situation, if the insurer does not terminate the contract within 8 days after learning about the change or if he/she acts in a way that shows that he/she agrees to the continuation of the insurance, such as collecting the insurance premium, the right of termination is void.

If an agreement cannot be reached on the payment of the additional premium, the insured can also exercise the right of termination. In this case, the contract is terminated with notice of termination and the premium for the days that will not be processed is returned on a short-term insurance basis.

If the changes are of a nature that mitigates the risk and necessitates a reduction in the premium, the premium difference shall be refunded according to the short-term insurance principle as of the date of notification of the change.

If the notification obligation in question in this article is not fulfilled and the change is of a nature that aggravates the risk, the insurer shall not be liable in the event of the risk occurring. Unless there is a causal link between the aggravation of the danger and the risk occurring.

#### Obligations of the Policyholder in Case of Realization of the Risk Article 13-

##### A) Notification of the Realization of the Risk

The policyholder or the beneficiaries are obliged to notify the insurer in writing of the situation within five days from the date they learn that the risk has occurred.

The policyholder or the beneficiaries are obliged to report the location, date and causes of the accident in the said notification and also to obtain a clear report from the treating doctor about the situation caused by the accident and its possible consequences and send it to the insurer.

##### B) Starting Treatment and Taking Necessary Measures

Following the accident, it is liable to call a doctor immediately and start the necessary treatment and take all necessary measures for the recovery of the accident victim.

The insurer always has the right to have the accident victim examined and his/her health checked, and it is mandatory to allow these examinations and checks to be carried out.

It is also a condition to comply with the recommendations and directives to be given by the insurer's physician regarding the treatment and recovery of the accident victim.

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

- a) If intentionally not fulfilled, the rights arising from the policy will be lost.
- b) If it is not fulfilled due to fault and the consequences of the accident are aggravated for this reason, the insurer shall not be liable for the aggravated part.

#### C) Deposit of Necessary Documents

The policyholder or the beneficiaries are obliged to deposit the necessary documents requested by the insurer regarding the accident consequences and the determination of the amount to be paid.

#### Status of the Contract Following the Occurrence of the Risk

Article 14- The insurer or the policyholder has the right to terminate the insurance contract for the days that it has not processed following an accident requiring compensation payment. The right to terminate cannot be exercised after the day the compensation is paid.

If the insurer terminates the contract, the insurance shall terminate at 12:00 noon fifteen days after the date of the termination notice and the premiums for the unworked days shall be returned to the policyholder on a daily basis.

If the policyholder terminates the contract, the insurance shall cease to be valid upon the termination notice and the premiums for the unworked days shall not be returned.

#### Method of Determination of Compensation

##### Article 15 -

1) The amount of compensation to be paid pursuant to this policy shall be determined by agreement between the parties at the outset.

2) If the parties cannot agree, the amount of compensation shall be determined by an expert arbitrator, taking into consideration the reasons for death, permanent disability and temporary deprivation of work, as well as the degree of disability and material elements affecting the determination of the amount of compensation such as daily compensation or treatment expenses.

a) Each party shall appoint and request its own arbitrator expert, and before these two arbitrators begin the determination process, they shall select a third arbitrator expert within seven days of their appointment, to reach final decisions on the issues they disagree on and whose authority shall be exclusive to this.



b) If one of the parties does not appoint an arbitrator expert within 15 days of the notification made by the other party, or if the arbitrator experts of the parties cannot agree on the selection of the third arbitrator expert within seven days, the arbitrator expert of the second party or the third arbitrator expert shall be appointed by the competent court upon the request of the party that first applied, in accordance with Article 19.

c) Even if the insured arbitrator dies after appointing the expert, the arbitrator remains authorized until the conclusion of his/her expert duty.

d) In the event of the death, resignation or rejection of one of the arbitrator experts, the authority to appoint a new one belongs to the party whose expert has died, resigned or been rejected. In the event of the death, resignation or rejection of the third arbitrator expert, the authority to appoint a new one belongs primarily to the party arbitrator experts. These authorities are used in accordance with the provisions of subparagraphs (a) and (b).

e) If the parties agree, they may have the sole arbitrator expert perform the determination procedure.

f) Each party pays the fees and expenses of its own arbitrator expert, and the fees and expenses of the third arbitrator expert or the sole arbitrator expert are shared equally between the parties.

g) The arbitration expert panel or sole arbitrator expert is not bound by the provisions of the Code of Civil Procedure in conducting its investigation and is absolutely free.

h) The arbitration expert decisions can only be appealed to the competent Court of First Instance within 15 days from the date of notification of the decision based on the grounds of objection pertaining to arbitration decisions in the Code of Civil Procedure or if the decision is clearly contrary to the rules of science or good faith.

3) The decision of the arbitration expert panel or sole arbitrator expert is final and conclusive for the parties.

4) Unless the amount of compensation is agreed upon by the parties or determined by the arbitration experts, no request can be made from the insurer for the payment of compensation.

#### Payment of Insurance Premium, Commencement of Insurer's Liability and Default of Policyholder

Article 16-If it is agreed that the entire insurance premium will be paid in installments, the down payment (first installment) must be paid as soon as the contract is made and at the latest upon delivery of the policy. Unless otherwise agreed, if the premium or down payment is not paid, the insurer's liability will not start even if the policy is delivered and this matter will be written on the front of the policy. If the policyholder does not pay the insurance premium or the down payment if it is agreed that the premium will be paid in installments, by the end of the day the insurance policy is delivered, he/she will be in default and if he/she does not pay the premium debt even within 30 days following the date of default, the insurance

contract will be terminated without any notice. In cases where it is agreed that the insurer's liability will start with the delivery of the policy despite the premium not being paid, the insurer's liability will continue for the first 15 days of this one-month period.

If it is decided that the premium will be paid in installments, the exact payment time, amount and consequences of not paying the installments on time are written on the policy or notified to the policyholder in writing together with the policy. If the policyholder fails to pay any of the premium installments whose exact due dates are specified on the policy or notified to him/her in writing by the end of the due date, he/she falls into default. If the policyholder fails to pay the premium debt within 15 days following the date of default, the insurance coverage will cease. Provided that the risk does not occur, if the premium debt is paid during the period when the coverage is suspended, the coverage will continue from where it stopped. If the premium debt is not paid within 15 days from the date when the insurance coverage is suspended, the insurance contract will be terminated without any need for notice.

Provided that it is written on the front of the policy, the portion of the premium installments that are not yet due, not exceeding the compensation amount that the insurer is obliged to pay, becomes due upon the occurrence of the risk.

In cases where the insurance contract is deemed to be terminated in accordance with this article, the premium corresponding to the period during which the insurer's liability continues is calculated on a daily basis and the excess is returned to the policyholder.

#### Administrative Expenses and Taxes, Duties and Charges

Article 17- Taxes, duties and charges currently in place or to be imposed in the future regarding insurance premiums, insurance amount and policy, as well as the administrative expenses indicated in the policy, belong to the policyholder.

#### Residence

Article 18- The residence address declared by the policyholder in the insurance contract shall be included in the policy. If the policyholder changes his/her residence, he/she is obliged to notify the insurer immediately by registered mail. Otherwise, the policyholder shall be responsible for all consequences arising from the fact that the notification made by the insurer has not reached the policyholder.

#### Competent Court

Article 19 - The competent court is the local court where the headquarters of the insurer or the agency issuing the policy is located if the case is filed by the policyholder, or the residence of the policyholder mentioned in Article 18 if the case is filed by the insurer.

#### Expiration Date

Article 20- All claims arising from the insurance contract shall expire in two years.

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