

INFORMATION FORM FOR HIGHWAY MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE

This form, issued in at least two copies, has been drawn up under and on the basis of the Regulation on Information in Insurance Contracts, which was published in the Official Gazette dated 14.2.2020, with a view to the provision of the other parties, who intend to be a party to the insurance contract and a beneficiary of the insurance, with information for general purposes.

ATTENTION!... THIS FORM, WHICH HAS BEEN DRAWN UP ON THE BASIS OF THE SAMPLE STIPULATED FOR ALL PROPERTY INSURANCES BY THE PRIME MINISTRY UNDERSECRETARIAT OF TREASURY OF THE REPUBLIC OF TURKEY, INCLUDES GENERAL INFORMATION, AND MAY CONTAIN PROVISIONS THAT ARE NOT RELEVANT OR CORRESPOND TO THE SPECIFIC PRODUCT OF INTEREST. IN ANY SUCH CASE, THE SPECIAL AND GENERAL CONDITIONS REGARDING THE SPECIFIC PRODUCT OF INTEREST ARE PREDICATED UPON. THEREFORE, READ THE SPECIAL AND GENERAL CONDITIONS REGARDING THE SPECIFIC PRODUCT OF INTEREST CAREFULLY. ATTENTION!...THE COVERAGE ITEMS PROVIDED BY THE PRODUCT OWNED BY ALLIANZ SIGORTA A.Ş. IN RESPECT OF THE COMPULSORY ROAD TRANSPORTATION LIABILITY INSURANCE POLICIES ARE AS PROVIDED BELOW. THE COVERAGE ITEMS SPECIFIED WITHIN THE POLICY AND THE SPECIAL AND GENERAL CONDITIONS REGARDING THE DETAILS THEREOF SHOULD BE READ. ATTENTION!...THIS FORM, ALONE, SHALL NOT CONSTITUTE ANY OFFER OR CONTRACT IN ANY MANNER WHATSOEVER EVEN IF IT HAS BEEN SIGNED AND EXECUTED BY THE PARTIES UNLESS IT IS SEPARATELY MADE SUBJECT TO A PROPOSAL AND/OR CONCLUDED THROUGH AN INSURANCE CONTRACT.

A.DETAILS OF THE INSURER

Details of the insurer offering the coverage;	
Trade Name :	Allianz Sigorta A.Ş.
Mersis No :	0-800-0132-7000012
Address :	Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/ İstanbul 34750
Phone / Fax :	(0216) 556 66 66 / (0216) 556 67 77
Email :	info@allianz.com.tr
Details of the insurance agent that has mediated the contract;	
Trade Name :	HSBC BANK A.Ş.
Address :	TÜRKİYE, İstanbul 34394, Şişli, Esentepe MAH. Büyükdere Caddesi NO:128
Phone / Fax :	2123764000 / 2122674794

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B. WARNINGS (The regulations in the special and general conditions regarding the relevant product are prioritized and reserved.)

1. You can obtain further details about the insurance product subject to this information form from the General Conditions and Special Conditions of Motor Vehicle Compulsory Liability Insurance, which will be provided by the insurer upon your request. Please read carefully.
2. The insurance premium must be paid in full at the time of delivery of the policy. Should the premium not be paid, the liability of the insurer shall not incept unless agreed otherwise.
3. In order to avoid any future dispute, please remember to receive a documentary proof of payment (in advance) for your premium payments.
4. In the event of the termination of the contract, the premium corresponding to the period of liability of the insurer shall be calculated on the basis of the number of days and the surplus shall be returned to the insured or the amount of premium that may not be paid until such date shall be calculated and paid to the insured.
5. Avoid giving incomplete or incorrect information to the insurer during the establishment of the contract, throughout the insurance period and in the event of the occurrence of a risk. Otherwise, the indemnity payment period may be extended, the amount of indemnity paid may be reduced or you may forfeit your entitlement to receive indemnity.
6. In the event the coverage amounts are increased by the Ministry, to which the Undersecretariat of Treasury is affiliated, throughout the contract term, the coverage amounts provided herein shall apply any further action and any additional premium.
7. Insurance contract follows the insured who is a party to the contract. In every case that the insured changes, the current contract automatically terminates as of the date of change and the premiums are refunded on a daily basis. However, the current contract is valid for fifteen days from the date the insured changes, without the need for any transaction and without paying premiums, until the contract is drawn up for the new vehicle operator.
8. The indemnities under the compulsory liability insurance are subject to the principles and procedures stipulated within the Highway Traffic Code No. 2918 and the general terms of compulsory liability insurance issued thereunder.

C. GENERAL INFORMATION (THE REGULATIONS IN THE SPECIAL AND GENERAL CONDITIONS REGARDING THE RELEVANT PRODUCT ARE PRIORITIZED AND RESERVED)

The main coverage, the supplemental coverage items and the other services, which shall be applicable in the event of the selection of a product that is subject to this information form, are identified and described as follows.

1. Main Coverage Items:
 - a. Death
 - b. Permanent Disability

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c. Property damage

d. The 'Act No. 6111 on the Restructuring of Certain Receivables and the Amendment of the Social Security and General Health Insurance Act and Certain Other Acts and Legislative Decrees' was brought into force on 25.02.2011, whereupon the treatment coverage under the Compulsory Liability Insurance Policy has been abolished and ceased to be offered.

2. According to the Law on the Protection of Consumers and related legislation; The insurant, who does not purchase the insurance for commercial or professional purposes (as a consumer), can use the right of withdrawal within 14 days in distant contracts for financial services without giving any justification and paying penal clauses after the contract is established. Without prejudice to the provisions in favor of the consumer in other legislation, the consumer does not have the right to withdraw from the contract for travel, luggage insurance policies or similar short-term insurance policies whose validity period is less than one month. It is sufficient if the notification that the right of withdrawal will be used is directed to the insurer in writing or with a permanent data storage within 14 days from the date the contract is established / the consumer obtains all the terms of the contract.

If the consumer has made the withdrawal notification within the legal period, it is obliged to pay the following amounts to the insurer in accordance with Article 11 of the Regulation on Distance Contracts Regarding Financial Services:

i. Taxes and perks accrued in accordance with the policy purchased by the consumer

ii. All kinds of bonus points, promotions, gift vouchers and similar gifts offered free of charge to the use of the consumer within the framework of this Contract and which will be given with the policy subject to this Contract, free of charge to the use of the Consumer within the framework of this Agreement, If used within the withdrawal period in accordance with the article, it must be paid back to the insurer/ provider by the Consumer, taking into account the real market value. Special legislation provisions regarding the cancellation of mandatory policies are reserved.

3. You can access the Privacy Statement and Terms of Use applicable to this Agreement at <http://www.allianzsigorta.com.tr>

D. RISK OCCURRENCE

1. PLEASE READ THE RELEVANT GENERAL AND SPECIAL TERMS (CLAUSES) CAREFULLY AS DIFFERENCES MAY APPLY FOR EACH COVERAGE IN RESPECT OF THE OCCURRENCE EACH INDIVIDUAL RISK.

2. In the event of the occurrence of the risk; apply, along with the required information and documents, immediately and without undue delay to the insurer, whose address and phone number are specified on the front page.

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3. During such notification, act in accordance with the instructions given by the insurer.
4. In the event of the occurrence of the risk, the indemnity payment liability shall be assumed and borne by the insurer.

E. CLAIMS and INDEMNITY (PARTICULAR ATTENTION SHOULD BE PAID TO THE FOLLOWING MATTERS ON RESPECT OF EACH OF THE COVERAGE BELOW THAT ARE INCLUDED TO THE INSURANCE PRODUCT SUBJECT TO THE INFORMATION FORM. PLEASE SEE THE GENERAL AND SPECIAL CONDITIONS FOR THE DETAILS.)

In the event of the occurrence of the risk, the insurant shall be obliged to:

1. notify the insurer of any event, in respect of which it is to be held liable under this contract, within not later than five days as of its becoming aware of the same,
2. take the necessary recovery and protection actions as if it is not insured, and act in accordance with the instructions to be placed by the insurer to that end,
3. upon the request of the insurer, provide, without undue delay, any available information and documents, which could be useful for the determination of the cause of the event and the loss and the circumstances, under which the event has occurred, and for the determination of the liability of indemnification and the amount of indemnity payable as well as the exercise of the right of recourse,
4. in the cases, where any claim for indemnity is filed with the insured on account of the loss by way of legal action or otherwise or any criminal proceedings are initiated against the insured, immediately notify the insurer of such claim or proceedings, and deliver any notice, summons and any and all other similar documents, which it may have received in respect of any such claim for indemnity for loss or damage and criminal proceedings, to the insurer,
5. in the event of the existence of any other insurance contract related to the subject matter of the insurance, notify the insurer of such other insurance contracts.

F. INDEMNITY PAYMENT (PARTICULAR ATTENTION SHOULD BE PAID TO THE FOLLOWING MATTERS ON RESPECT OF EACH OF THE COVERAGE BELOW THAT ARE INCLUDED TO THE INSURANCE PRODUCT SUBJECT TO THE INFORMATION FORM. PLEASE SEE THE GENERAL AND SPECIAL CONDITIONS FOR THE DETAILS.)

The insurer shall be entitled to directly contact and enter into agreement with any third party, who files a loss claim. However, the policy owner shall not be entitled to accept the claim partially or wholly without the written consent of the insurer, and also may not effectuate any indemnity payment to the aggrieved.

1. As of the date, on which the beneficiary of the indemnity and costs claimed delivers the investigation report or the surveyor's report related to the accident and the loss or the damage as well as the required documents to the head office or an affiliate of the insurer;

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2. In the event of a loss or damage, the part damaged shall be replaced with a new part unless it cannot be repaired or replaced with an equivalent part. Even in the event appreciation takes place in the vehicle in that case, the amount of such difference that arises out of such appreciation may not be deducted from the indemnity amount.

3. The aggrieved party should, prior to filing a legal action within the limits provided within the compulsory liability insurance, apply to the relevant insurance entity in writing. In the event the relevant insurer does not address and reply the application within not later than 15 days following the date of application or in the event a dispute arises on the grounds that the reply served does not meet the claim filed; the aggrieved party may file a legal action or resort to arbitration under the Act No. 5684.

4. In the event of the filing of a legal action; such legal action shall be followed up and handled by the insurer up to the limits specified within the insurance policy, and the policy owner shall be obliged to issue a power of attorney to the attorney-at-law designated by the insurer as necessary. The insurer shall be obliged to pay the litigation expenses and attorney's fees. However; should the amount of the damages adjudged exceed the sum insured, then the insurer shall cover such expenses only to the extent of the covered damages. In the event of the initiation of criminal proceedings against the insured or any party, for whose actions the insured is held liable; the insurer shall participate in the defense upon the consent of the defendant. In that case, the insurer shall only pay the expenses associated to such attorney-at-law that is appointed thereby. Any and all costs and expenses arising out of the criminal proceedings and the prospective pecuniary fines shall be excluded from the coverage.

5. The following cases and events shall be excluded from the coverage.

- Any claim for indemnity that is attributable to the respective fault of the beneficiary.

- Any claim for indemnity filed by any relevant party, which does not fall into the scope of the liability risk of the insured,

- Any case, event or claim that is excluded from the coverage as identified by the general terms of the compulsory liability insurance issued under the Act No. 2918 and the annexes thereto.

6. You or a third party in the insurance relationship in which you are the Insured/Insured/Beneficiary/Beneficiary if you cause any action to provide unfair advantage to individuals, The cases of receiving or not receiving may occur, as well as in the Official Gazette dated April 30, 2011 and numbered 27920. Detection, Notification, Registration of False Insurance Practices published and Procedures and Fighting Against These Practices The process will be established within the framework of the provisions of the Regulation on the Principles.

G. INSURER'S RIGHT TO MAKE RECOURSE TO THE OPERATOR

The insurer, who effectuates payment, may make recourse to the policy owner in such extent and proportion that it may, according to the insurance contract and the legal provisions applicable for the insurance contract, ensure

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the abrogation of the obligation of indemnity or the reduction of the amount of indemnity. The insurer may make recourse to the policy owner mainly on account of the following reasons and in the following events:

- a) In the cases where the event, which requires the payment of indemnity, has occurred as a consequence of a deliberate action or gross negligence of the operator or any party, for whose actions the operator is liable,
- b) In the event the operator is or may, if it acted with due diligence, be aware that a special insurance, which is required to be arranged under the Highway Traffic Act in respect of a race organized without authorization having been obtained from the competent authorities,
- c) In the cases where the event, which requires the payment of indemnity, has occurred as a consequence of the control of the vehicle by a person, who does not hold the driver's license that is required under the applicable provisions of the Highway Traffic Act,
- d) In the cases where the event, which requires the payment of indemnity, has occurred whilst the vehicle was being controlled and directed by the operator or any party, for whose actions the operator is liable, or by the person, to whom the vehicle may have been delivered without consideration as a favor, under the influence of narcotic drugs or pleasure-inducing substances, or such event has occurred on account of the fact that the aforementioned persons have lost their ability to drive the vehicle safe due to their having consumed alcoholic beverages,
- e) In the cases where the event, which requires the payment of indemnity, has occurred as a consequence of the transportation of passengers on any vehicle, which is not licensed and authorized for passenger transportation, or on any vehicle, on which a larger number of passengers or a greater weight of load than the relevant allowable load limit as determined and set forth by the competent authorities, or as a consequence of the flashing, combustion or explosion of any explosive, inflammable and hazardous substances, which are transported on any vehicle, which is not licensed and authorized for the transportation of such substances,
- f) In the event of the increase in the size and amount of the relevant loss and damage due to the failure of the policy owner to fulfill the obligations thereof as provided within Article B.1 of these general terms,
- g) In the cases where the event, which requires the payment of indemnity, is a consequence of the vehicle's being stolen or usurped and that the operator or any party, for whose actions the operator is liable, is established to be at fault or negligent in respect of the vehicle's being stolen or usurped,

We hereby represent that we grant consent to be contacted by Allianz and the agents of Allianz directly or through any means of communication for the purposes of general information and the for the communication of campaigns and other special advantages, and also grant consent for the information contained in this form and/ or the insurance contract as well as any modification thereto, and that, should we intend to revoke the consent granted, we shall file such request with Allianz Sigorta A.S. in writing separately.

H. FORCE MAJEURE

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The situations that do not exist at the time of the acceptance of the agreement and prevent compliance with the obligations of the parties in the event that events occur outside the control of the parties are considered as force majeure: Laws and regulations that prevent, delay or make impossible the fulfillment of obligations by Turkish or relevant foreign official authorities, war situations, strikes, lockouts, public movements, earthquake, fire, flood, lightning, etc. that directly affect the parties. Other natural disasters and terrorist events and other force majeure within the laws. Due to force majeure, the obligations of the parties are postponed until the end of the force majeure, in this case, the terms of the contract are fulfilled by the parties as soon as possible after the end of the force majeure. However, if the force majeure continues for more than 15 days, the contract may be terminated unilaterally by the parties without any compensation liability.

I. COMPLAINTS AND INQUIRIES

Any complaints and inquiries related to the insurance may be communicated, using the address and phone numbers provided below. The insurer shall be obliged to respond to any such complaint or inquiry within 15 business days following its receipt of the same.

The terms and conditions regarding the scope, validity period, execution and termination of the service to be provided by the insurer with this contract are regulated within the scope of the general terms and special conditions, the policy that will be sent to the e-mail address of the consumer after the purchase, which is the subject of this contract.

The insurer will keep this contract for 3 years from the date it is concluded between the parties, and the consumer agrees, declares and undertakes that he / she will provide a copy of the Provider Agreement if requested by calling 0850 399 99 99 during this period.

In the event that the Consumer's personal information is incorrect and / or incomplete, the consumer must immediately call the insurer at 0850 399 99 99 or inform the Insurer immediately in writing. otherwise, the accuracy of the information provided by the consumer will be taken as basis and the Insurer will not have any responsibility.

The parties have accepted that the Arbitration Committee for Consumer Problems or the Consumer Court in the place where the consumer purchases the service or where his residence is located, within the monetary limits determined by the ministry in December every year, is authorized in the resolution of disputes related to this agreement. The consumer also reserves the right to apply to the Insurance Arbitration Commission (the Provider is a member of the Insurance Arbitration Commission) and the Consumer Courts.

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The consumer declares and undertakes that he/ she has read this agreement and accepted all the information and conditions it contains.

ADDRESS :Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/İstanbul 34750
Phone: 0850 399 99 99 Fax: 0 (216) 556 67 77 E-Mail: info@allianz.com.tr

TRADE SANCTIONS CLAUSE:

Any reinsurer or insurer shall be considered not to have provided any coverage or to be obliged to pay any indemnity or provided any benefit to the extent that the provision of such coverage or the payment of such indemnity or the provision of such benefit under the present agreement renders such insurer or reinsurer subject to or exposes it to any sanction prohibition or restriction imposed and applied under the resolutions of the United Nations or any trade or economic sanction, law or regulation of the European Union, the United Kingdom or the United States of America.

CLARIFICATION TEXT ABOUT THE PROCESSING OF PERSONAL DATA IN MOTOR THIRD PARTY LIABILITY INSURANCE

This clarification text is prepared by Allianz Sigorta A.Ş. as the data controller within the scope of the Law on Protection of Personal Data No.6698 ("Law"). Your personal data and special categories of personal data will be processed within the scope of insurance offers and insurance contracts by our company Allianz Sigorta A.Ş. ("Allianz") as the data controller, in accordance with the law and the rules of honesty, as explained below.

Purpose and Legal Reason for Processing Personal Data:

1. Your Personal Data; (identity, communication, insured vehicle's information, bank account information, customer transaction information, financial records, occupation information, audio-visual records, legal transaction records) and,

Your Special Categories of Personal Data; (Health information in connection with insurances for disabled vehicles, criminal conviction at the compensation stage if needed under the policy, membership information in group insurances where the insured is an organisation, foundation or syndicate) may be processed in line with the following purposes and conditions.

a) Special categories of personal data processed regarding health data within the scope of insurance contract for disabled vehicles, based on the condition of "explicit consent" within the scope of the second paragraph of Article 6 of the Law;

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b) Criminal conviction information at the compensation stage if needed and membership information in group insurances where the insurant is an organisation, foundation or syndicate, limited to the cases stipulated in laws in accordance with the third paragraph of Article 6 of the Law;

c) Personal data processed for the purpose of risk assessment in order to issue an insurance policy, determining policy premiums and guarantees, exercising the rights arising from the policy and fulfilling the obligations, performing policy cancellation and renewal procedures, creating an insurance offer, on the condition that it is necessary to process personal data of the parties of the contract, provided that it is directly related to the conclusion and execution of the insurance contract in accordance with subparagraph (c) of the second paragraph of Article 5 of the Law;

d) Personal data processed for the purpose of reporting to authorities in order to fulfill obligations arising from laws and related legislation, fulfillment of information / document storage obligations, identity verification, execution and follow-up of legal affairs and transactions, informing and notices about the insurance contract, recording the communication based on the condition that data processing is mandatory in order to fulfill the legal obligation of the data controller in accordance with subparagraph (ç) of paragraph 2 of Article 5 of the Law;

e) Personal data processed in order to use the recourse rights of the insurer to the indemnifier, to collect the premiums of the insurance policy, to make premium refunds, to make compensation assessment, to meet the expenses of the insured, to make payments to the contracted and authorized institutions and persons and to pay the compensation. In accordance with subparagraph (e) of paragraph 2 of Article 5 of the Law; based on the condition that data processing is mandatory for the establishment, use or protection of a right;

f) Planning and execution of audit activities, data analysis studies and information sharing with companies and suppliers from which the insurer provides support services to the insured and right holders in accordance with the Support Services Regulation, subparagraph (f) of paragraph 2 of Article 5 of the Law in accordance with; based on the condition that data processing is mandatory for the legitimate interests of the data controller, provided that the fundamental rights and freedoms of the data subject are not harmed;

can be processed.

2.Collection Method of Personal Data:

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In line with the abovementioned reasons, your personal data and special categories of personal data will be obtained from Insurance Information and Monitoring Center (SBGM), insurance companies, intermediaries, contracted and authorized institutions and persons, automobile services, price comparison platforms and service providers and / or institutions and organizations determined by the relevant legislation databases permitted by the legislation, application and information forms, digital channels, website, call center verbally, in writing or electronically, fully or partially automatically or non-automated as part of any data recording system and will be processed and updated.

3. Transfer of Personal Data:

Your personal data is provided to banks / financing companies in order of disbursement insurance premium and indemnity,

Your personal data and special categories of personal data will be transferred to supervisory and regulatory authorities within the framework of reporting and examination requests, relevant public institutions, judicial authorities in order to carry out judicial follow-up procedures, natural and legal persons with whom we have a proxy relationship, alternative dispute resolution authorities, authorized attorneys, Insurance and Private Pension Regulation and Supervision Agency Insurance Information and Monitoring Center (SBGM), contracted and authorized institutions and organizations and persons or organizations permitted by the provisions of the legislation; insurance companies in order to carry out recourse transactions; to authorized agents / brokers, automotive services, salvage companies, experts, intelligence companies, actuaries for actuarial evaluation, experts for the purpose of following up on policy issuance, renewal and compensation payment procedures; policy and contract parties; Group companies, affiliates, agents in order to provide insurance products and services; to carry out insurance activities and to provide support service providers and suppliers with the assistance, consultancy and additional services undertaken in the policy, to the extent permitted and required by the legislation.

You can send your requests within the scope of Article 11 of the Law "regulating the rights of the person concerned", according to the Communiqué on Application Procedures and Principles to the Data Controller, at Allianz Tower Küçükbakkalköy Mahallesi Kayışdağı Caddesi No: 1 34750 Ataşehir Istanbul, www.allianz.com.tr/tr_TR You can send it to Allianz in writing via / us-ulasin.html or allianzsigorta@hs02.kep.tr or by calling 0850 399 99 99.

I have examined, read and fully understood the abovementioned text on the Processing of Personal Data in Motor Third Party Liability Insurances.

PROTECTION OF PERSONAL DATA APPROVAL TEXT FOR SPECIAL EQUIPMENT VEHICLES:

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(If any) Do you approve the processing the health data concerning your disability within the scope of the insurance contract for specially equipped vehicles for the purposes of informing and processing mentioned in the Clarification Text on Personal Data Processing in Motor Third Party Liability Insurances?

I Confirm

I Don't Confirm

CLARIFICATION TEXT FOR PROCESSING PERSONAL DATA FOR SENDING COMMERCIAL ELECTRONIC MESSAGES WITH PURPOSE of PROMOTION AND MARKETING

In case you give an "explicit consent" within the framework of the 1st paragraph of the 5th Article of the Personal Data Protection Law No.6698 and also within the framework of the Law numbered 6563 on the Regulation of Electronic Commerce and the relevant legislation; your personal data will be processed in order to provide insurance products and services, from the contracting parties or insurance intermediaries, service provider companies and / or institutions and organizations determined by the relevant legislation, databases, forms permitted by the legislation, verbal, written or electronic media, fully or partially automatic or any of your personal data obtained by non-automated means as part of a data recording system; by data controller Allianz Sigorta A.Ş. and group companies, affiliates and agents, service providers; over SMS, MMS, telephone, fax, automatic call machines, electronic mail and similar communication channels can be processed in order to send commercial electronic messages with promotional and marketing content.

According to the Communiqué on Application Procedures and Principles to the Data Controller, you can send your requests within the scope of Article 11 of the Law numbered 6698, "regulating the rights of the person concerned", to Allianz Tower Küçükbakkalköy Mahallesi Kayışdağı Caddesi No: 1 34750 Ataşehir İstanbul, You can send it to Allianz in writing via /tr_TR/bize-ulasin.html or allianzsigorta@hs02.kep.tr or by calling 0850 399 99 99.

COMMERCIAL ELECTRONIC MESSAGE APPROVAL TEXT

In line with the information contained in the Clarification Text for Processing Personal Data for the Delivery of Commercial Electronic Messages with Promotion and Marketing Content; Do you consent to sending commercial electronic messages by Allianz Sigorta A.Ş., group companies, affiliates and agencies for marketing and promotional purposes?

At any time, you have the right to refuse all or partially messages on the basis of products and channels, such as data, audio, video, etc.

I Confirm

I Don't Confirm

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While a copy of the document is delivered to the customer, the customer must write **"I have read, understood and received"** in the description field below with his/her own handwriting.

Description
Field

I hereby declare that this insurance document is 12 pages and that I accept the relevant document provisions without signing each page separately and that I have received a copy of the document by hand.

Customer
Signature

Policy Delivery Method

 By
Hand By E-
Mail