

## HSBC PREMIUM PERSONAL ACCIDENT INFORMATION FORM

This Form, drawn up in minimum two copies, is prepared with the purpose of providing general information about the insurance contract to be executed to other person(s) desiring to become a party to and benefit from such Insurance Contract, pursuant to the Directive on Providing Information for Insurance Agreements as promulgated in Turkish Official Journal on 20.02.2021.

**ATTENTION!... THIS FORM, PREPARED ON THE BASIS OF THE TEMPLATE FORM PROVIDED BY TURKISH MINISTRY OF TREASURY AND FINANCE FOR ALL TYPES OF PROPERTY INSURANCES, INCLUDES GENERAL INFORMATION AND MAY CONTAIN PROVISIONS NOT QUITE CORRESPONDING TO THE PRODUCT OF INTEREST. IN SUCH CASE, THE GENERAL AND SPECIAL CONDITIONS OF THE RELEVANT PRODUCT SHALL BE APPLICABLE. THEREFORE, PLEASE READ CAREFULLY THE GENERAL AND SPECIAL CONDITIONS OF YOUR PRODUCT OF INTEREST.**

### A. INFORMATION REGARDING THE INSURER

Details of the insurer offering the coverage;	
Trade Name :	Allianz Sigorta A.Ş.
Address :	Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/İstanbul 34750
Phone / Fax :	(0216) 556 66 66 / (0216) 556 67 77

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

### B. WARNINGS (Provisions set out in all Special and General Conditions regarding the relevant insurance product shall be reserved and shall prevail.)

1. Please **request** from your Insurer and/or Agency and **carefully read** the General and Special Conditions (Clauses) and/or or the Policy Booklet (if any) to get more information about your package Policy.
2. The **entire premium amount**, or the **first installment amount** for installment payments, must be paid **immediately upon delivery of the Insurance Policy**. Unless agreed as otherwise, **liability of the insurer shall not commence** in case the premium is not paid.
3. Please do not forget to **get a payment receipt** in return for your premium payments(for prepayments or installments) and **keep it to prevent any potential future disputes**.
4. It is essential that the whole insurance premium or the first installment of the premium in case of payment in installments, should be paid when the policy is delivered. If the whole premium payment or the downpayment is not made, the liability of the Insurer shall not commence even if the policy has been delivered. If the premium, which must be paid in full or the first installment of which must be paid, is not paid on time, the Insurer may withdraw from the agreement within three months unless payment is completed. If the premium receivable has not been requested via litigation or proceedings within three months of the due date, this results in withdrawal from the contract. If any of the following premiums is not paid on time, the Insurer warns the Policyholder and grants a ten-day period for the fulfillment of the liability, otherwise the contract is deemed to have been

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terminated at the end of this period. If the liability is not fulfilled at the end of such period, the insurance contract becomes terminated. Insurer's other rights arising out of Turkish Code of Obligations due to default of the Policyholder are reserved.

5. In case of termination, the premium amount corresponding to the unused portion of the period where the Insurer's liability still continues shall be **calculated over days** and reimbursed to the Insurant or outstanding premium amounts until such date, if any, shall be calculated and paid to the Insurer.

6. Please **refrain from providing misleading, wrong or insufficient information** to the Insurer during the establishment of insurance agreement, during insurance period or in case when the risk is realized. Otherwise, compensation payment period may be prolonged and/or you may encounter with short- or non-payment.

7. In case Policyholder/Insurant/Beneficiary causes an action within the insurance relationship which would serve the purpose of providing unfair advantage to themselves or to third parties, risk of incomplete or no damage claim payments may arise and additionally, proceedings shall be performed in accordance with the provisions of Directive on Finding, Reporting, Recording of and Principles and Procedures of Preventing Incorrect Insurance Practices effective as of promulgation in Turkish Official Journal No.27920 on April 30, 2011.

8. Insurer shall reserve the right to increase premium amounts during Policy renewal phase based on current inflation rates and official price list parameters.

### C. GENERAL INFORMATION

1. **Package Policy** indicates provision of different coverages subject to multiple Insurance Contracts under one single Policy. Each Contract shall be assessed according to their own terms and conditions even though these provide similar or related coverages. On the other hand, a **Rider** is different from a Package Policy where it contains only one Insurance Contract and the Rider has no legal validity independent of this bound Contract. The insurance provided under a Rider shall be subject to the terms and conditions of the master Insurance Contract.

2. **TYPES OF COVERAGES INCLUDED IN THE RELEVANT PACKAGE POLICY, POLICY EXCLUSIONS AND ANY ADDITIONAL SERVICES ARE EXPLAINED IN DETAIL IN THE GENERAL CONDITIONS, SPECIAL CONDITIONS (CLAUSES) OR THE POLICY BOOKLET (IF ANY), WHICH FORM AN INTEGRAL PART HEREOF. PLEASE READ THESE DOCUMENTS CAREFULLY AND CONTACT YOUR AGENCY FOR CLARIFICATION OF ANY DOUBTS AND QUESTIONS.**

3. **PLEASE REFER TO GENERAL CONDITIONS, SPECIAL CONDITIONS (CLAUSES) OR THE POLICY BOOKLET (IF ANY) for RIDERS regarding the risks/losses or assets which may be included in the Insurance scope of the relevant PACKAGE POLICY through charge of ADDITIONAL PREMIUM or by execution of an ADDITIONAL CONTRACT.**

4. In addition to the Insurance General Provisions , Parties shall have the right to stipulate **special provisions**, provided that these shall not be immoral and against Policyholder.

### D. RISK REALIZATION (PROVISIONS SET OUT IN GENERAL AND SPECIAL CONDITIONS REGARDING EACH COVERAGE INCLUDED IN THE PACKAGE POLICY SHALL PRECEDE THE EXPLANATIONS PROVIDED HEREIN.)

1. Please ask your Insurer for the list regarding the information and documents required for compensation claims following Policy arrangement.

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2. Please contact your Insurer through the address and phone numbers indicated on the front page with all required information and documents **within 5 business days (unless stated as otherwise in your Insurance Contract or other relevant legal regulation)** in case of risk realization.
3. Please act in line with the instructions provided by your Insurer during loss reporting.
4. Compensation payment obligation belongs to Insurer in case of risk realization.

### **E. COMPENSATION (PROVISIONS SET OUT IN GENERAL AND SPECIAL CONDITIONS REGARDING EACH COVERAGE INCLUDED IN THE PACKAGE POLICY SHALL PRECEDE THE EXPLANATIONS PROVIDED HEREIN.)**

1. During agreement arrangements, beware that the insurance amount should be equal to the insurance value. **Insurance amount** is the maximum amount **indicated in the Policy and committed to be paid by the Insurer** in case of risk realization. **Insurance value**, on the other hand, is the **actual value** of the insured asset.
2. In cases requiring a compensation payment, insurance value shall be determined at the time of risk realization. In such case, insurance amount is the market value of the insured asset at the time of risk realization.
3. In case the value indicated in the Policy exceeds the actual (fair) value, this indicates an **excess (over-) insurance**. In such case, maximum liability of the Insurer shall be limited to the fair value, although you had paid excess premium amounts. However, reimbursement of premium amounts contributing to the amount in excess of the insurance value may be requested from the Insurer.
4. In case the value indicated in the Policy exceeds the actual (fair) value at the time of agreement arrangements, this indicates an **under-insurance**. In this case, Insurer shall be paying a proportionally lower amount of compensation.
5. The insurance can be arranged **over a value to be determined by an expert** (agreed value) with the purpose of preventing disputes which may arise in cases of over- and under- insurance.
6. Names and addresses insurance experts **assigned in accordance with Article 22(19) "Insurance Experts" of Insurance Act promulgated in Turkish Official Journal No.26552 on June 14, 2007** can be found in the web page of the Union of Chambers and Commodity Exchanges of Turkey ( <http://www.tobb.org.tr> ) in case of risk realization.

### **F. COMPENSATION PAYMENT**

1. Exclusions set for each coverage provided in the insurance product must be considered. An exclusion means that a certain portion of a loss shall be assumed by Policyholder. In other words, Insurer can decide not to compensate the amounts up to a previously agreed loss amount or up to a certain percentage of the insurance amount. Such amounts and/or percentages are indicated in the Policy or in the attachments thereto. **PLEASE ASK YOUR INSURER ABOUT EXCLUSION CONDITIONS REGARDING INSURANCE COVERAGES.**
2. **PLEASE REFER TO GENERAL CONDITIONS, SPECIAL CONDITIONS (CLAUSES) OR THE POLICY BOOKLET (IF ANY)** for detailed explanation about compensation payment conditions in total loss cases.
3. Insurer shall make the necessary reviews and complete compensation procedures **within the maximum time period allowed in insurance legislation and the relevant General and Special Conditions** after the required information and documents are submitted to the Insurer in complete form. **PLEASE ASK YOUR INSURER ABOUT SUCH PERIODS PERMITTED FOR EACH COVERAGE INCLUDED IN YOUR PACKAGE POLICY.**
4. Insurer is a member of Arbitration system.

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### G. COMPLAINTS AND INFORMATION REQUESTS

The address and phone numbers stated below may be used for all information requests and complaints regarding the insurance. Insurer has to reply all requests within 15 days upon receipt of application.

ADDRESS :Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/İstanbul 34750  
Phone :0850 399 99 99 Fax: 0216 556 67 77 E-Mail: info@allianz.com.tr

**Parties hereto accept and represent that Insurer and/or Insurer's Agency has provided, either verbally or via distant sale method, the information with the detail level and content provided herein and per the the Package Policy product selected by the Policy Owner regarding the insurance subject and the guidance needed as stated by the Policy Owner and this form is executed by the Parties on ..../..../..... .**

#### RIGHT OF WITHDRAWAL:

**Within a period of 30 (thirty) days following the date of conclusion of the contract, the insurance can be withdrawn by contacting the insurer whose contact information is provided below, without the statement of any reason and paying any penalty. In that case, the premium amount collected will be returned upon the receipt of the notice of withdrawal. In the case a distance contract, if any indemnity payment has been made under the policy within the specified period of time; the insured party shall be required to return such indemnity that has been paid within not longer than thirty days as of the date of service of the notice of withdrawal. In the event any such indemnity is not so returned and the required payments are not effectuated within the said period of time; the insured party shall be considered not to have withdrawn from the contract. You may send your notice of exercise of right to withdrawal to our party, using the contact details set forth in the section, entitled G. COMPLAINTS AND INQUIRIES, of this information form. The right of withdrawal may not be exercised in respect of the distance insurance contracts, the term of effect of which is shorter than one month, the contracts, which have been fully performed prior to the expiration of the period for the exercise of the right of withdrawal, and in respect of the installment sales contracts, in the event the insurance premium is paid fully and entirely prior to the period for withdrawal by the policy-owner expires.**

**In accordance with Article 11 of the Regulation on Distance Contracts Regarding Financial Services; the consumer shall be obliged to pay the following amounts to the Insurer if it has served the withdrawal notice within the legally specified period of time:**

- i. The taxes accrued in accordance with the policy purchased by the consumer and the relevant accessory amounts**
- ii. In the event that any points, promotions, gift vouchers and similar gifts offered free of charge to the Consumer within the scope of this Contract and are to be given together with the policy are used within the withdrawal period; the amount of the same must be repaid to the Insurer by the Consumer on the basis of the respective fair market value thereof.**

**The insurer shall be obliged to return to the Consumer any and all the amounts that are required to be returned under the applicable legislations, except for the costs and costs listed above, within a period of 30 days from**

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the date of receipt of the notification regarding the exercise of the right of withdrawal pursuant to Article 10 of the Regulation on Distance Contracts Regarding Financial Services.

### COVER AND PACKAGE CHANGES:

The insurer has the right to change the product coverage and package contents. These changes do not affect the ongoing policies, but renewals of these policies are made with new plan contents and coverages. The insured can use his right of withdrawal within the scope of withdrawal rules specified in this form.

### COMMERCIAL SANCTION CLAUSE:

No Insurer or reinsurer shall be deemed to provide cover and no Insurer or reinsurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer or reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### DISCLOSURE FORM ON THE PROCESSING OF PERSONAL DATA IN RESPECT OF PERSONAL ACCIDENT INSURANCE

This disclosure form has been issued by Allianz Sigorta A.S., acting with the capacity of data controller, under the Code No. 6698 on the Protection of Personal Data (the "Code"). Your personal data and your special categories of personal data (sensitive personal data) shall be processed lawfully and in compliance with the principle of integrity under and as a part of insurance proposals and insurance contracts by Allianz Sigorta A.S. ("Allianz"), acting with the capacity of Data Controller, within the framework set forth below.

#### 1. Purposes of and Legal Reasons for the Processing of Personal Data:

Your Personal Data (identity details, contact details, bank account details, customer transaction details and where necessary, family details, financial records, professional experience details, video and audio records, legal action and proceedings records) and Special Categories of Personal Data (Sensitive Personal Data) (medical data at the claims settlement stage and where it is necessary under the policy, details of criminal conviction at the claims settlement stage, and in the case of group insurances, where the policy-owner is an association or foundation, membership details) may be processed for the purposes and in accordance with the terms and subject to the requirements that are set forth below.

a) The medical data, which are of the nature of special categories of personal data (sensitive personal data), that are to be processed at the claims settlement stage in the case of and under the personal accident insurance contracts shall be processed subject to "explicit consent" under the 2nd paragraph of Article 6 of the Code;

b) The criminal conviction data, where necessary, at the claims settlement stage, and in the case of group insurances, where the policy-owner is an association, a foundation or a trade union, the membership details may be processed under the 3rd paragraph of Article 6 of the Code in such extent that is limited under the applicable acts, codes and laws;

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c) The personal data, which are necessary to be processed in order for the performance of risk assessment for the purpose of the issue of insurance policies, the determination of policy premiums and coverage items, the exercise of the rights and the fulfillment of the obligations that arise out of the policy, the policy cancellations and renewals, and the issue of insurance proposals, may be processed under the sub-paragraph (c) of the 2nd paragraph of Article 5 of the Code provided that such processing is directly related to the execution and performance of the insurance contract and on the condition that the processing of the personal data of the parties to the contract is essential;

d) The personal data, which are necessary to be processed in order for the submission of required reports to competent authorities for the purpose of the fulfillment of the obligations that arise out of the applicable acts, codes, laws and relevant regulations, the performance of the data/document storage obligations, the satisfaction of authentication requirements, the conduct and follow-up of legal acts and actions, and the recording of communications, may be processed under the sub-paragraph (ç) of the 2nd paragraph of Article 5 of the Code on the condition that such processing is strictly required for the fulfillment of the legal obligations of the data controller;

e) The personal data, which are necessary to be processed in order for the exercise by the insurer of its rights of recourse to the party that is liable for indemnity, the collection of the premiums that are payable under the insurance policies, the assessment and the payment of indemnities, the covering of the costs of the insured and the payment of indemnities, may be processed under the sub-paragraph (e) of the 2nd paragraph of Article 5 of the Code on the condition that such processing is strictly required for the creation, exercise or protection of a right;

f) The personal data, which are necessary to be processed in order for the conduct of the insurance, reinsurance and co-insurance processes, the planning and execution of the audit activities, the data analysis activities, and the sharing of information with the companies and service providers, from which the insurer procures support services in respect of the services provided thereby to the insured under the respective Support Services Regulation thereof, may be processed under the sub-paragraph (f) of the 2nd paragraph of Article 5 of the Code provided that the fundamental rights and freedoms of the data subject shall not be prejudiced and on the condition that such data processing is strictly required for the upholding of the legitimate interests of the data controller.

### **2. Methods of the Collection of Personal Data:**

Your personal data and special categories of personal data (sensitive personal data) are procured, processed and updated for the purposes that are set forth above from and through the Insurance Information and Monitoring Center (IIMC), the Social Security Institution, the healthcare institutions and entities that are affiliated to the Ministry of Health, the insurance companies, the agents and brokers, the price comparison platforms as well as the relevant service providers and/or such entities and organizations, which are determined under the applicable acts, codes, laws and regulations, the databases, which are permitted by the applicable acts, codes, laws and regulations, the application, information and disclosure forms, the digital channels, the website and the call center verbally, in writing or electronically by way of fully or partially automated means or by way of non-automated means as a part of any data recording (filing) system.

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### 3. Transfer of Personal Data:

Your personal data may be transferred in such extent that is permitted by the applicable acts, codes, laws and regulations and is necessary for the purpose of the effectuation of the insurance premiums and indemnities to banks and financial companies and;

Your personal data and special categories of personal data (sensitive personal data) may be transferred in such extent that is permitted by the applicable acts, codes, laws and regulations and is necessary for the purpose and within the framework of reporting and examination requests to the supervisory and regulatory authorities, the relevant public and healthcare entities and institutions, and for the purpose of the fulfillment of judicial proceedings to the judicial authorities, the natural and legal entities, with whom we are in attorney or proxy relationships, the alternative dispute resolution authorities, the authorized attorneys, the Insurance and Private Pension Regulation and Supervision Authority, the Insurance Information and Monitoring Center (IIMC), the healthcare institutions and entities that are affiliated to the Ministry of Health, and the persons or the entities, which are permitted by the applicable acts, codes, laws and regulations; and for the purpose of the conduct of reinsurance and co-insurance processes to the insurance companies, the life insurance and pension companies and the reinsurance companies, which are based at home (or subject to your consent, based in abroad); and for the purposes of the follow-up of the issue and renewal of policies and the indemnity payment processes to authorized agents/brokers; and for the purpose of actuarial assessments to the actuaries; and for the purpose of obtaining of opinions on your state of health to the relevant specialists; and to the relevant consultants/advisors/experts in relation to the reports at the indemnity payment stage, the parties to policies and contracts; and for the purpose of the performance of insurance activities and the performance of the additional services warranted within the policy, containing assistance and consultancy services, to the support service providers and suppliers, from which services are procured.

In accordance with the Communiqué on the Principles and Procedures Regarding Applications to Data Controllers; you may file your requests and applications under Article 11 of the Code, "which provides for the rights of the data subjects", in writing by sending the relevant letter to [undefined](mailto:undefined) or visiting [www.allianz.com.tr/tr\\_TR/bize-ulasin.html](http://www.allianz.com.tr/tr_TR/bize-ulasin.html) or by sending an email to [allianzsigorta@hs02.kep.tr](mailto:allianzsigorta@hs02.kep.tr) or by calling [undefined](tel:undefined).

I have reviewed, read and understood the contents of the Disclosure Form on the Processing of Personal Data in Respect of Personal Accident Insurance, which is provided above.

Name - Surname:

Signed:

### Consent Form:

Do you agree to grant your consent for the sharing of your personal data and special categories of personal data (sensitive personal data) and the policy to the reinsurer, which is based in abroad, in order for the performance of our reinsurance activities in abroad (if applicable)?

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 I Confirm I Don't Confirm

### Explicit Consent Form On The Processing Of Personal Data In Respect Of Personal Accident Insurance

Do you agree to grant your consent for your medical data to be processed at the claims settlement stage in connection to your personal accident insurance in the light of the information provided within the Disclosure Form on the Processing of Personal Data in Respect of Personal Accident Insurance and for the purposes set forth therein?

 I Confirm I Don't Confirm

Should you not agree to grant your consent, we may be unable to address your claim for indemnity since we will be unable to process your medical data.

### DISCLOSURE FORM ON THE PROCESSING OF PERSONAL DATA IN RESPECT OF THE COMMUNICATION OF COMMERCIAL ELECTRONIC COMMUNICATIONS WITH PROMOTIONAL AND MARKETING CONSENTS

In accordance with the provisions of the 1st paragraph of Article 5 of the Code No. 6698 on the Protection of Personal Data and the Act No. 6563 on the Regulation of Electronic Commerce as well as the applicable regulations; should you grant your "explicit consent"; for the purpose of the offering of insurance products and services, your personal data, which are procured from the parties to contracts or the insurance agents and brokers, the service providers and/or the entities and institutions, which are determined under the applicable acts, codes, laws and regulations, the data basis, which are permitted by the applicable acts, codes, laws and regulations, and the forms verbally, in writing or electronically by way of fully or partially automated means or by way of non-automated means as a part of any data recording (filing) system, may be processed by Allianz Sigorta A.S., being the data controller, as well as the respective group companies, subsidiaries and agents and the service providers thereof for the purposes of the communication to you of commercial electronic communications with promotional and marketing contents through SMS messages, MMS messages, phone, facsimile, automatic calling machines, electronic mails and other similar means of communication.

In accordance with the Communique on the Principles and Procedures Regarding Applications to Data Controllers; you may file your requests and applications under Article 11 of the Code No. 6698, "which provides for the rights of the data subjects", in writing by sending the relevant letter to undefined or by visiting [www.allianz.com.tr/tr\\_TR/bize-ulasin.html](http://www.allianz.com.tr/tr_TR/bize-ulasin.html) or by sending an email to [allianzsigorta@hs02.kep.tr](mailto:allianzsigorta@hs02.kep.tr) or by calling undefined.

### EXPLICIT CONSENT FORM FOR ELECTRONIC COMMUNICATIONS

In the light of the information provided within the Disclosure Form on the Processing of Personal Data in Respect of the Communication of Commercial Electronic Communications with Promotional And Marketing Contents, do you agree to grant your consent for the communication by Allianz Sigorta A.S., being the data controller, as well as the respective group companies, subsidiaries and agents and the service providers thereof of commercial electronic communications to you for marketing and promotion purposes?



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You are entitled to reject, at your discretion and at any time, any communications with data, audio and image (video) contents entirely or on product or channel basis.

I Confirm

I Don't Confirm

I hereby declare that this insurance document is 9 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.

Policy Delivery Method

Customer  
Signature

By  
Hand

By E-  
Mail