

GENERAL CONDITIONS OF LIFE INSURANCE

PART ONE

Purpose, Scope, Basis, Definitions, Subject of the Contract and Guarantees

ARTICLE 1 – Purpose and scope

(1) The purpose of these General Conditions is to regulate the basic principles regarding the life insurance contract and the rights and obligations of the parties arising from the contract.

(2) These General Conditions cover the subject of the insurance, its duration, geographical borders, situations that are and are not covered by the coverage and situations that can be covered by the contract, beneficiary determination, the rights and obligations of the parties and the legal consequences of the breach of obligations, withdrawal from insurance, lending, insurance exempt from premium payment, issues regarding the reinstatement or conversion of the insurance to its former state, and other issues such as notifications and notices, competent court and arbitration, statute of limitations.

ARTICLE 2 – Basis

(1) These General Conditions have been prepared based on Article 11 of the Insurance Law No. 5684.

ARTICLE 3 - Definitions

(1) In the application of these General Conditions;

a) Group life insurance: A single life insurance contract made in favor of at least ten people and whose members can be determined by the policyholder according to certain criteria,

b) Right holders: Person or persons who have the right to demand the insurance amount with the rights included in the insurance contract and relevant legislation,

c) Permanent data storage: Any means or medium that allows the information sent by the policyholder, the insured or the beneficiaries of the insurance to be recorded and copied without modification in a way that allows for the examination of this information within a reasonable period of time in accordance with its purpose, and that allows access to this information as is, such as text messages, e-mails, internet, disks, CDs, DVDs, memory cards, and any structure or similar medium to be established through the Insurance Information and Monitoring Center or e-Government,

d) Law: The Turkish Commercial Code numbered 6102,

e) Beneficiary: A real or legal person in whose favor the insurance contract is made and who has the right to demand the insurance amount agreed upon in the insurance contract in the event of the risk occurring,

f) Policy: If appointed by the parties to the insurance contract beneficiary, the document prepared by the insurer in a language that is easy to read and understandable, including the rights of the parties and the beneficiary, provisions regarding default and general and special conditions, if any,

g) Certificate: The document prepared to be given to each insured in group life insurance and summarizing the content of the policy,

- h) Policyholder: The person who concludes an insurance contract with the insurer and is the debtor of the insurance premium,
- i) Insurance premium: The amount that the policyholder undertakes to pay in return for the guarantees provided by the insurer,
- j) Insurer: Insurance and retirement companies established in Türkiye operating in the life branch and the organizations of foreign insurance companies in Türkiye,
- k) Insured: The person or persons in whose person the risk within the scope of the guarantee is likely to occur,
- l) Renewal: The agreement of the contracting parties to continue the expired contract for the same period or the period determined by the parties, as of the date of termination, with the conditions it was concluded or with the changes made in these conditions with the acceptance of the parties.

ARTICLE 4 – Subject of insurance

(1) With this insurance contract, the insurer undertakes to pay the insurance amount stipulated in the contract and any other amount, if any, to the policyholder or beneficiaries in return for the specified premium, in the event of the insured's death for a reason other than the cases not covered by the coverage within the period specified in the contract or if he/she survives at the end of the period. The coverage provided in accordance with Article 8 of these General Conditions shall be specified in the policy.

ARTICLE 5 – Establishment of the contract

(1) An insurance contract is established upon the acceptance of the proposal of one of the parties by the other party.

(2) If the offer submitted by the person wishing to conclude an insurance contract for the conclusion of the contract is not rejected within thirty days from the date of the offer, the insurance contract is deemed to have been established. In this case, the insurer's obligation to issue and provide a policy begins as of the date the contract is deemed to have been established.

(3) The amounts paid by the policyholder before the conclusion of the contract or deemed to have been established shall be considered as premium upon the conclusion of the contract or deemed to have been established or shall be considered as the first premium. These payments shall be returned with interest without any deduction if the contract is not established.

ARTICLE 6 - Geographical limit of insurance

(1) This insurance is valid all over the world.

ARTICLE 7 - Start and end of insurance

(1) The insurance period specified in the policy for life (survival), death (death) or both possibilities, unless otherwise agreed, starts at 12:00 noon and ends at 12:00 noon on the start and end dates, Republic of Türkiye time.

ARTICLE 8 - Coverage

(1) Subject to these General Conditions, coverages related to death, life or both possibilities and additional coverages can be provided in accordance with the procedure specified in the

third paragraph of this article. The coverage provided may also have an accumulation feature depending on its content.

(2) The essence of the coverages that can be provided subject to these General Conditions are as follows:

a) Death coverage: This refers to the coverage where the insurer undertakes to pay the amount specified in the policy in the event of the insured's death within the period specified in the contract for a reason other than those not covered by the coverage.

b) Life coverage: This refers to the coverage where the insurer undertakes to pay the insurance amount specified in the policy in the event that the insured is alive at the end of the period specified in the contract.

(3) The scope and conditions of additional coverages provided by the contract, provided that they are written into the policy, are specified in the special conditions.

ARTICLE 9 – Cases not covered

(1) The death of the insured as a result of suicide or attempted suicide is not covered. In this case, the insurer shall pay the unearned premium reserve or actuarial mathematical reserve of the insurance and, if any, the profit share on the date of the insured's death as a result of suicide or attempted suicide. However;

a) If a shorter period is not agreed upon in the contract, if the insured dies as a result of suicide or attempted suicide due to a mental disorder before the end of three years from the beginning of the insurance period, including renewals;

or

b) If a shorter period is not agreed upon in the contract, if the insured commits suicide or dies as a result of attempted suicide after the expiration of this period in a contract made against the possibility of death and continuing for at least three years, including renewals; the insurer shall be liable to pay the insurance premium.

(2) If the policyholder kills the insured or is in any way complicit in the killing of the insured in order to ensure that the obligation to pay the insurance premium arises, the insurer shall be relieved of the obligation to pay the insurance premium. If the beneficiary has killed the insured or is in any way complicit in the killing of the insured, the beneficiary shall lose the right to claim the insurance premium; This amount is paid to the heirs of the deceased insured.

(3) In the event of the insured's death due to the exclusive use of drugs or stimulants or committing a crime or attempted crime, the insurance premium shall not be paid; the insurer shall be obliged to pay the unearned premium reserve or actuarial mathematical reserve and, if any, the profit share.

(4) The insured's existing illnesses at or before the conclusion of the insurance contract, according to the declaration of the policyholder or the insured or the medical records to which the insurer has access, and the risk of death due to illnesses that may arise due to these according to the medical evaluation, may be excluded from the coverage, provided that it is clearly stated in the policy.

ARTICLE 10 – Cases excluded from coverage unless otherwise agreed in the contract

(1) Deaths resulting from the following cases are excluded from the insurance coverage unless otherwise agreed. In the event of the insured's death due to these reasons, the death

guarantee shall not be paid; the insurer shall be obliged to pay the unearned premium reserve or actuarial mathematical reserve and, if any, the profit share.

a) War, whether declared or not, all kinds of war events, invasion, foreign enemy actions, clashes,

b) Participation in revolution, rebellion, uprising or nuclear, biological, chemical terror or acts defined as terrorist acts under the Law No. 3713 on Combating Terrorism,

c) Use of nuclear, biological or chemical weapons or any kind of attack or sabotage that will cause the release of nuclear, radioactive, biological or chemical substances; nuclear risks such as nuclear reaction, radiation, pollution, except for those for therapeutic purposes.

Article 11 - Appointment of beneficiary

(1) The policyholder may appoint one or more real or legal persons as beneficiaries during or after the conclusion of the insurance contract; if he/she has appointed more than one beneficiary, he/she may determine their shares. In cases where the policyholder and the insured are different persons, the policyholder may appoint himself/herself as the beneficiary.

(2) In order for a real or legal person to be appointed as the beneficiary, the beneficiary must have an interest in the life of the insured. In the event that the insurance amount exceeds the usual funeral expenses in the event of insurance against the possibility of death, the written permission of the insured or his/her legal representative, if any, must also be obtained. In interpreting the declaration regarding the appointment of a real or legal person as beneficiary, the circumstances and conditions at the time the risk occurs shall be taken into account.

(3) The policyholder has the right to change the beneficiary and to revoke the beneficiary appointment process at any time before the risk covered by the insurance occurs. However, if the policyholder has waived the right to change the beneficiary and has delivered the insurance policy to the beneficiary, the policyholder cannot change the beneficiary. However; in cases where the cases of disinheritance or revocation of donation occur or the reason for the appointment of that person as beneficiary has disappeared between the relevant parties, the policyholder may change the beneficiary even in cases where the policyholder has clearly waived the right to change the beneficiary and the insurance policy has been given to the beneficiary.

(4) Appointment of beneficiaries and changes in beneficiaries are not subject to the permission of the insurer. The policyholder shall notify the insurer of the beneficiary he has appointed. In group life insurances, the right to appoint the beneficiary belongs to the insured in the group, unless otherwise agreed. If the beneficiary is not notified to the insurer, the insurer shall be relieved of its debt by making a payment in good faith in accordance with the provisions of the Law and the contract.

(5) Rejection of inheritance or renunciation of inheritance shall not affect the beneficiary's right to claim the insurance amount.

(6) In insurances made against the risk of death, if more than one person is appointed as beneficiary without specifying their shares, all of them shall have equal rights to the insurance amount. If one of the beneficiaries notifies the insurer in writing that he will not

receive the amount that falls to his share, the share of this beneficiary shall be added to the share of the others.

(7) In cases where the policyholder insures his own life or the life of another against the risk of death, if no beneficiary is appointed or if none of the appointed beneficiaries gain the right to claim against the insurer, the right to claim the insurance amount belongs to the policyholder, and in the event of the policyholder's death, to his heirs. In insurances made on the possibility of a third person's life without a beneficiary being appointed, the right to claim the insurance amount belongs to the insured.

CHAPTER TWO

The Rights, Obligations and Liabilities of the Policyholder

ARTICLE 12 - Right of Withdrawal

(1) The policyholder may withdraw from the contract within fifteen days from the insurer informing him that he may exercise his right of withdrawal. The burden of proof that this information has been provided is on the insurer. If no information has been provided regarding the right of withdrawal, the policyholder's right to do so shall lapse after one month has passed since the payment of the first premium. However, if the policyholder benefits from a longer withdrawal period in accordance with the legislation on consumer law, this period shall apply.

ARTICLE 13 - Premium payment obligation

(1) The policyholder is obliged to pay the premium agreed upon in the contract. If there is no contract to the contrary, the insurance premium shall be paid in cash and in advance.

(2) If it is agreed that the entire insurance premium shall be paid in installments, the first installment shall be paid as soon as the contract is made and against the delivery of the policy. In cases where it is agreed that the insurance premium shall be paid in installments, in the event of the occurrence of the risk covered, all premiums related to the insurance amount to be paid shall become due.

(3) If the insured dies before the payment of the premium or the first installment, the insurance contract shall be invalid.

ARTICLE 14 - Default of the policyholder

(1) If the first installment or the premium to be paid in full at once 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 shall start from the date on which the premium or the first installment was due. If the premium receivable is not claimed through lawsuit or legal proceedings within three months from the due date, the contract is deemed to have been cancelled.

(2) Except for insurance contracts that have been in force for at least one year and for which one year's premium has been paid; if any of the premiums following the first premium are not paid on time, the insurer shall notify the policyholder via a notary or registered letter with return receipt requested or by any other method permitted by the Law, giving him a period of ten days to fulfill his debt, otherwise, at the end of the period, the contract shall be deemed to have been terminated. If the premium debt has not been paid by the end of this period, the insurance contract shall be terminated.

ARTICLE 15- Change of insurance amount or premium

(1) The contract may determine the cases in which the insurance amount or the premium accordingly will automatically increase or decrease, and the rate or amount of increase or decrease in the amount or premium in such cases; if so, this matter shall be stated in the policy. In the event that no agreement has been made regarding the increase or decrease of the premium or amount, or in cases other than those stipulated in the agreement written in the policy for increase or decrease, the insurance amount or premium may be changed during the insurance period as stipulated in the second paragraph of this article, upon the request of the policyholder and the acceptance of the insurer.

(2) The policyholder may request an increase in the insurance amount by notifying the insurer in writing or through a permanent data storage device. The insurer has the right to reject the request for an increase in the amount partially or completely, and may also accept the request for an increase in the amount with an increase in premium in the amount required by the increased insurance amount. In addition, in insurances where the risk of death is covered, the insurer may request the submission of an up-to-date health report regarding the health status of the insured in order to partially or completely accept the request for an increase in the insurance amount.

ARTICLE 16 - Withdrawal from insurance

(1) In insurance contracts that have been in force for at least one year and for which one year's premium has been paid, the policyholder may, at any time, terminate the contract and withdraw from insurance. The separation value is the value calculated in accordance with the tariff technical principles in accordance with the generally accepted actuarial rules on the date the separation is requested. (2) In insurances that include the possibility of survival, in order to request the separation value from the insurer, the insured must prove that he/she is healthy.

ARTICLE 17 - Lending

(1) In insurance contracts that have been in force for at least one year and for which one year's premium has been paid, if the policyholder requests, the insurer must lend money to the insured based on the value calculated in accordance with the tariff technical principles in accordance with generally accepted actuarial rules on the date of request.

(2) The principles and procedures regarding the repayment of the debt are determined in the tariff technical principles. In cases where it is agreed that the debt will be repaid with interest, the contract remains in force as long as the interests are paid on their due dates. If the interests are not paid on their due dates, the insurer shall notify the policyholder in writing or via permanent data storage and request that the debt be paid with accrued interest and expenses within three months. If the debt is not paid within this period, the policyholder shall be deemed to have withdrawn from the insurance and the insurer shall collect the receivable with accrued interest and expenses. The remaining amount shall be returned to the policyholder.

ARTICLE 18 - Insurance exempt from premium payment

(1) In insurance contracts that have been in force for at least one year and for which one year's premium has been paid, if the policyholder fails to fulfill the premium payment obligation later, the insurer cannot terminate the contract or request premium for this reason. In this case, the insurance is converted to insurance exempt from premium payment. In insurance exempt from premium payment, the insurance amount is calculated in accordance with the principle stipulated by the Law.

ARTICLE 19 - Reinstatement of insurance or conversion to its former status

(1) In contracts that have been terminated due to non-payment of premium or converted to insurance exempt from premium payment, the terminated contract is re-enacted, and the contract exempt from premium payment is converted to its former status, provided that the first unpaid premium is requested within six months following its due date and the accumulated premiums are paid by the policyholder in one lump sum, together with the legal default interest calculated from the due date of each premium, if requested by the insurer.

(2) In case the periods in the first paragraph are exceeded, the insurance can only be put back into effect or converted to its previous state with the approval of the insurer. In insurances made against the possibility of death, the insurer may request a new health declaration to be made in order to put the insurance back into effect or a current report on the health status of the insured, the expense of which will be borne by the policyholder.

(3) The insured must be alive at the time the insurance is put back into effect. In the event that the declarations made during the reinstatement of the insurance are untrue, the provisions regarding the declaration obligation at the time the contract is made shall apply.

ARTICLE 20 - Declaration obligation and sanctions in making a contract

(1) The insurer has made the insurance contract based on the declaration of both the policyholder and the insured in cases where they have knowledge, and the representative if the insurance is made through a representative. It is assumed that the policyholder and the representative know or should have known important matters regarding the insured in terms of the insurance contract.

(2) The policyholder, the insured or the representative are obliged to inform the insurer of all important matters that they know or should have known at the time the contract was made. Matters not reported to the insurer, incompletely or incorrectly reported are deemed important if they necessitate the contract not being concluded or being concluded under different conditions. Matters asked verbally or in writing by the insurer are deemed important until proven otherwise.

(3) If the insurer has provided the policyholder, insured or representative with a list of questions to answer, no liability can be imposed on the policyholder, insured or representative regarding matters other than the questions included in the list provided, except for the intentional concealment of an important matter.

(4) If the insurer wants to learn about matters other than the list, he/she may also ask questions about them. Such questions must also be in writing and clear. The policyholder, insured or representative is obliged to answer these questions.

(5) The answers given by the policyholder, insured or representative may be received in writing or via a permanent data storage device. Regulations regarding distance sales are reserved.

(6) If the policyholder, the insured or the representative breaches the obligation to declare by not reporting or falsely reporting a matter that is important to the insurer during the conclusion of the contract and the insurer learns that the obligation to declare has been violated before the risk occurs, the insurer may withdraw from the contract or request a premium difference within fifteen days from the date on which it learns that the obligation to declare has been violated, provided that five years have not passed since the conclusion of the contract, including renewals. The withdrawal must be directed to the policyholder by means of a statement within fifteen days. If the insurer requests the payment of the premium

difference and this request is not accepted by the policyholder within ten days, the contract is deemed to have been withdrawn. The fact that an important matter was not learned due to the fault of the policyholder, the insured, the beneficiary or the representative or that it was not considered important by the policyholder, the beneficiary, the insured or the representative does not change the situation. If the declaration obligation before the contract has been intentionally violated, if the insurer withdraws from the contract or if it is accepted that the contract was withdrawn due to the premium difference not being accepted, the insurer is entitled to the premiums for the period during which the risk was carried. The provision of Article 21 regarding incorrect declaration of age is reserved.

(7) Provided that five years have not passed since the conclusion of the contract, including renewals, if the insurer learns after the risk has occurred that the declaration obligation was negligently violated during the conclusion of the contract and the matter not reported or reported incorrectly is of a nature that may affect the amount of the insurance amount or the occurrence of the risk, a deduction is made from the insurance amount according to the degree of negligence. If the fault of the policyholder, the insured or the representative is at the level of intent, if there is a connection between the breach of the declaration obligation and the risk that occurred, the insurer's obligation to pay the insurance premium is eliminated. If there is no connection, the insurer pays the insurance premium by taking into account the ratio between the premium paid and the premium that should have been paid.

(8) If the insurer knows the true situation regarding an issue that was not reported or an issue that was reported incorrectly, the insurer cannot withdraw from the contract or make a discount on the insurance premium by claiming that the declaration obligation was violated. The burden of proving that the insurer knew the true situation regarding the issue that was not reported or the issue that was reported incorrectly is on the policyholder or the insured.

(9) If five years have passed since the initial contract, including renewals, the insurer who learns that the declaration obligation was breached by negligence before the risk occurs does not have the right to withdraw; it can only request the premium difference. If the policyholder does not accept to pay the premium difference, the insurer pays the insurance premium when the risk occurs according to the ratio between the premium paid and the premium that should have been paid. If the insurer learns that the declaration obligation has been negligently breached after the risk has occurred, the insurer shall pay the insurance premium according to the ratio between the premium paid and the premium to be paid.

(10) If it is learned that the declaration obligation has been deliberately breached after five years have passed since the initial contract, including renewals, or if the risk increase remains outside the limits determined by the insurer's technical principles due to the breach of the declaration obligation, the insurer may withdraw from the contract. If the insurer learns of these situations in which it has the right to withdraw after the risk has occurred, if there is a connection between the breach of the declaration obligation and the risk that occurred, the insurer's obligation to pay the insurance premium is eliminated. If there is no connection, the insurer shall pay the insurance premium by taking into account the ratio between the premium paid and the premium to be paid.

(11) If the insurer has expressly or implicitly waived the right to withdraw, or caused the breach that led to the withdrawal, or has made the contract despite some of its questions being left unanswered, it cannot exercise the right to withdraw.

(12) In cases where the law attaches legal consequences to the knowledge and behaviour of the policyholder, the knowledge and behaviour of the insured, provided that he/she is aware of the insurance, the knowledge and behaviour of the representative, if there is a representative, and the beneficiary are also taken into account.

Article 21 – Misrepresentation of age

(1) In contracts where pricing is based on real age, if the premium is determined to be low due to the insured's age being incorrectly stated during the conclusion of the contract, the insurer may request a premium difference. If the premium difference is not accepted by the policyholder within ten days following the date of request, the insurance amount shall be paid according to the ratio of the premium that should be received according to real age to the determined premium. If the risk has occurred and the insurance amount has been paid before the discount, the insurer may request the refund of the excess paid with interest.

(2) In contracts where pricing is based on real age, if the policyholder requests an excess premium, the excess premium received shall be refunded with interest within ten days following the date of request for the premium refund. If the policyholder does not request a premium refund, the insurance amount shall be increased according to the premium paid. If the insurance amount has been paid before the increase in the insurance amount, the deficient part shall be completed by the insurer.

(3) The insurer may withdraw from the contract due to incorrect age declaration only if the actual age falls outside the limits determined according to technical principles at the time the contract is made.

Article 22 - Obligation to declare and sanction during the contract period

(1) If the policyholder or someone else with his/her permission performs actions that increase the probability of the risk occurring or aggravates the current situation, or if one of the events that were explicitly accepted as an aggravation of the risk at the time the contract was made occurs, he/she shall immediately notify the insurer; if these actions were performed without his/her knowledge, he/she shall notify the insurer within ten days at the latest as of the date he/she learns about this.

(2) Except for a matter related to the insurer's interest, an event for which the insurer is responsible or the fulfillment of a humanitarian duty and changes in the insured's health status; if the insurer learns about the probability of the risk occurring or the aggravation of the current situation during the contract period, he/she may terminate the contract or request a premium difference within one month as of the date of learning about it. If the difference is not accepted within ten days, the contract shall be deemed to have been terminated. If the situation before the changes are made is returned to, the right of termination cannot be exercised. The right to request the termination and premium difference that is not exercised in due time is void.

(3) Even if the insurer learns that the policyholder, the insured or the representative has intentionally breached the declaration obligation before the risk occurs and terminates the contract, the insurer is entitled to the premium for the insurance period in which the change occurred.

(4) If five years have passed since the increase in the risk, including renewals, and the policyholder's declaration obligation has been negligently violated, the insurer cannot terminate the contract due to the violation of the declaration obligation; it can only request the premium difference. If the policyholder does not accept to pay the premium difference, the insurer pays the insurance amount by taking into account the ratio between the premium paid and the premium that should have been paid when the risk occurs. However, if the declaration obligation has been intentionally violated or the undeclared risk increase is outside the limits determined according to technical principles, the insurer has the right to terminate the contract. If the insurer learns about this situation, for which it has the right to

terminate, after the risk has occurred, and there is a connection between the undeclared matter and the actual risk, the insurer's obligation to pay the insurance premium is eliminated; if there is no connection, the insurer pays the insurance premium according to the ratio between the premium paid and the premium that should have been paid.

(5) If the insurer learns about the aggravation of the risk for which it can terminate the contract after the risk has occurred, or if the risk occurs within the period for which the insurer can give notice of termination or for the termination notice to become effective, the insurer pays the insurance premium according to the ratio between the premium accrued for that amount and the premium that should have been accrued according to the aggravated risk.

(6) In cases where the law attaches legal consequences to the knowledge and behavior of the policyholder, the knowledge and behavior of the insured, the representative, and the beneficiary, provided that they are aware of the insurance, are also taken into account.

ARTICLE 23 - What to do in case of risk occurrence

(1) Right holders shall notify the insurer without delay when they learn that the risk has occurred.

(2) Right holders shall provide the following after the risk has occurred;

a) A copy of the population registration certificate,

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

c) In case of absence, the court decision of absence,

d) In cases where no beneficiary has been determined, an inheritance certificate,

e) Any additional information and documents necessary for the determination of the insurer's obligation and that may be expected from the right holders, to the insurer within a reasonable period of time.

(3) In addition, the right holders shall be obliged to allow the insurer to conduct an examination at the place where the risk occurred or at other relevant places, and to take appropriate measures that may be reasonably expected from it, depending on the nature of the information and documents received.

(4) The insurer is obliged to provide a receipt to the beneficiary or the policyholder in writing or via a permanent data storage device upon request in return for the documents received.

THE THIRD PART

The Insurer's Obligations and Liabilities and Succession

ARTICLE 24 - Obligation to inform

(1) The insurer and its agent shall, before the establishment of the insurance contract, notify the policyholder of all information regarding the insurance contract to be established, the rights of the insured, the provisions to which the insured must pay special attention, and the notification obligations related to developments, using the methods permitted by the legislation, provided that the necessary review period is granted. In addition, the insured shall disclose to the policyholder, independently of the policy, events and developments that may be considered important in terms of the insurance relationship during the term of the contract, using the methods permitted by the legislation; if the policyholder and the insured are separate persons, this disclosure shall also be made to the policyholder.

(2) The burden of proof regarding the transactions within the scope of the first paragraph belongs to the insurer.

ARTICLE 25 - Obligation to issue insurance policies

(1) The insurer; If the insurance contract is made by him or his agent, he is obliged to give the insurance policy to the insured within twenty-four hours from the date of the contract, or within fifteen days in other cases.

(2) The insurer is responsible for the Losses arising from the failure to give the policy on time and in accordance with the procedure.

ARTICLE 26 – Payment of the insurance amount

(1) The insurance amount agreed in the insurance contract shall be paid to the rightful owners after the documents specified in the second paragraph of Article 23 of these General Conditions are given to the insurer in full and completely following the occurrence of the risk, when the insurer's investigations regarding its performance are completed and in any case within fifteen days of the notification to be made. If the insurance amount is not paid within this period, the insurance amount payment obligation becomes due. If the investigation is delayed due to a situation for which no fault can be attributed to the insurer, the period does not run.

(2) When the insurance amount payment obligation becomes due, the insurer goes into default without the need for a notice. The contract provisions that provide for the insurer to be relieved of the default interest payment obligation are invalid.

ARTICLE 27 – Protection of personal data and obligation to keep secrets

(1) It may be necessary to process personal data of the policyholder, insured, beneficiary and beneficiaries in accordance with the legislation or in order to conduct risk assessment and finalize requests for payment of insurance amount and to share these data with the relevant institutions and organizations by the insurer within the framework of the relevant provisions of the Insurance Law No. 5684. In the processing and sharing of personal data, it is mandatory to comply with the provisions of the Law No. 6698 on the Protection of Personal Data.

(2) The insurer and those acting on behalf of the insurer are responsible for the Losses arising from the failure to keep confidential the secrets and personal data they will learn about the insured, the policyholder and the beneficiary due to the conclusion of this contract.

ARTICLE 28 - Succession of the insurer

(1) Succession does not apply to life insurance. It is also invalid for those who have the right to claim compensation from the responsible persons due to the death of the insured to transfer these compensation rights to the insurer before or after the payment of the insurance amount.

PART FOUR

Miscellaneous and Final Provisions

ARTICLE 29 - Notifications and notifications

(1) Including those made through permanent data storage;

a) Notifications and notifications to be made by the policyholder shall be made to the insurer or the agent who made the contract or mediated its making,

b) Notifications and notifications made by the insurer shall be made to the last address notified to the insurer by the policyholder or, if necessary, the insured or the beneficiary.

(2) If the information regarding this address or permanent data storage has changed, the policyholder must notify the insurance company. Otherwise, the notification to be made to the address notified to him by the insurer or through permanent data storage shall have all the consequences of a valid notification.

ARTICLE 30 - Statute of Limitations

(1) All claims arising from insurance contracts shall become time-barred two years from the date the claim becomes due and claims regarding the insurance amount shall become time-barred six years from the date the risk occurs.

ARTICLE 31 - Competent court and arbitration

(1) The court of the place of residence of the policyholder, the insured or the beneficiary shall have absolute jurisdiction in the lawsuits to be filed in favor of or against them.

(2) A person who has a dispute with the insurer who is a member of the Insurance Arbitration Commission may benefit from the arbitration procedure by applying to the Insurance Arbitration Commission, even if there is no special provision in the insurance contract in question.

ARTICLE 32 - General Conditions Repealed

(1) The General Conditions for Life Insurance published on 11/5/2002 have been repealed.

ARTICLE 33 - Contracts to which the General Conditions will apply

(1) These General Conditions shall apply to contracts concluded after the effective date.

(2) Any change made in these General Conditions in favor of the policyholder, insured or beneficiary shall be applied immediately and directly. However, if this change requires an additional premium, the insurer may request a premium difference within eight days of the change. If the requested premium difference is not accepted within eight days, the contract shall continue with its current conditions.

ARTICLE 34 - Special conditions

(1) Special conditions may be included in insurance contracts, provided that they do not conflict with the mandatory provisions of the Law and the General Conditions.

ARTICLE 35 - Entry into force

(1) These General Conditions shall enter into force on 1/6/2022.