

**COMPULSORY EARTHQUAKE INSURANCE 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 14.02.2020.

**ATTENTION!... THIS FORM, PREPARED ON THE BASIS OF THE TEMPLATE FORM PROVIDED BY TURKISH UNDERSECRETARIAT OF TREASURY 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**

<b>Details of The Insurer Providing The Coverage;</b>	
Trade Name:	Allianz Sigorta A.Ş. (Insurer)
Address :	Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/ İstanbul 34750
Phone / Fax :	(0216) 556 66 66 / (0216) 556 67 77
Mersis No :	0800001327000012
E-mail :	info@allianz.com.tr

<b>Details of The Insurance Agent that has mediated the Contract;</b>	
Trade Name :	HSBC BANK A.Ş.
Address :	TÜRKİYE, İstanbul 34394, Şişli, Esentepe MAH. Büyükdere Caddesi NO:128
Phone / Fax :	2123764000 / 2122674794
E-mail :	

**COMPULSORY EARTHQUAKE INSURANCE INFORMATION FORM****B. WARNINGS**

1. To get more detailed information on insurance, please read carefully the General Terms of Compulsory Earthquake Insurance which can be provided by the insurer upon request, as well as the Special Terms (clauses) provided on the policy, or the policy booklet, if any.
2. In order to prevent certain disputes which may arise in the future, please remember to get a receipt upon premium payments (as advance payments or installments), and keep it in your records.
3. In case the policy is terminated, the premium corresponding to the term on which the insurer's liability remained in place shall be determined with reference to the number of days, and the remainder shall be returned to the policyholder, or any missing premium figure which had not been paid to date shall be calculated with reference to the number of days, and paid to the insurer.
4. Please avoid providing incomplete or inaccurate information to the insurer, during the execution of the policy or the insurance period, or in case of risk occurrence. Otherwise, the claim payments may be delayed, reduced, or completely withheld.
5. Through affixing signature on applicable documents, the persons to be presently or subsequently covered by the insurance shall be deemed to extended consent for the collection of their healthcare details, insurance records and other information from the Insurance Information and Monitoring Center (SBGM), the Social Security Agency and insurance firms, and for the disclosure of such information and records kept by the firm, to SBGM, insurance firms, and the agencies authorized in applicable regulations, with a view to enabling the performance of risk assessment and conclusion of damages claims.
6. Should you cause any action intended to provide undue benefits for you or third parties as part of the insurance relationship wherein you are an insured/policy holder/beneficiary/rights owner, you may face a short claim payment or may not get any claim payment at all. Furthermore, the provisions of the "Regulation on the Determination, Reporting, and

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Registration of Inaccurate Insurance Practices and the Methods and Principles for Controlling such Practices" published in the Official Gazette no. 27920 dated 30 April 2011 shall apply.

7. Please refer to the GENERAL TERMS OF COMPULSORY EARTHQUAKE INSURANCE for excluded cases.

8. No Compulsory Earthquake Insurance shall be extended for property registered as business on the title deed, as well as any property in the buildings which are completely dedicated to business use.

9. You can check the presence and details of your policy through the link <https://www.dask.gov.tr/e-services/portal/searchPolicy>.

10. Please check the details specified on the policy, and make sure to read the "Information and Warnings" section on the main page of the <https://www.dask.gov.tr> website. Furthermore, you can always visit that site to check your current policy.

11. Make sure that the fields stating the gross surface area, construction type, building construction date, and address of, and any damage caused in previous earthquakes on the insured residence detailed in the policy, are accurate. Otherwise, incomplete or inaccurate information may constitute grounds for reduced claim payments.

12. In case the Policyholder/insured is found to have intentionally withheld reporting of medium or heavy damage incurred in previous earthquakes, DASK or the intermediary insurance firm may withdraw from the contract, and shall be entitled to the premium even if the risk had occurred.

13. Buildings which are constructed, modified, or weakened in breach of the applicable regulations and the project, so as to have a detrimental effect on the carrier system, buildings subject to demolition decisions of government agencies, buildings which are not acceptable for residential use, as well as squalid, dilapidated, or derelict buildings are not covered by the insurance.

14. Pursuant to the general terms and conditions, for each claim, a deductible of 2% shall apply over the sum insured. DASK shall be liable for the portion of claim in excess of the

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deductible figure thus established. For the purposes of deductible assessment, any damage incurred within a given 72 hours window shall be considered a single claim.

15. DASK shall provide an upper limit of coverage, established on the basis of the increase it determines in construction costs, on an annual basis. From January 20 2021 ,the maximum coverage figure extended by DASK is set to TRY 268,000.00 for all construction types. The maximum coverage figure is set in the light of the reconstruction cost for the residence destroyed (excluding the cost of the plot). The coverage figure payable to the insured (sum insured) shall be determined on the basis of the size of the residence, and the type of construction, provided that the figure does not exceed the maximum coverage figure. In case the residence's value exceeds the maximum coverage figure extended by DASK, the insured can optionally obtain additional coverage from the insurance firms, for the portion exceeding the coverage already provided. To do so, you need to get home insurance from a private insurance firm.

16. DASK shall insure the independent section/residence specified in the present policy in line with the statements of the Insured/Policyholder, up to the abovementioned sum insured, in line with the General Terms and Conditions of Compulsory Earthquake Insurance.

17. The full figure of insurance premium for the policy, or in case of installment payments, the first installment of the premium, should be paid upon the delivery of the policy. Unless agreed otherwise, DASK's liability shall not take effect in case of non-payment of the premium.

18. You can visit <http://dask.gov.tr/mevzuat-genel-sartlar.html> website, or send a request e-mail to the address [info@dask.gov.tr](mailto:info@dask.gov.tr) to see the General Terms and Conditions of Insurance.

**C. GENERAL INFORMATION**

1. As per the "Disaster Insurances Law" no. 6305 published in the Official Gazette dated 18.05.2012, from 27.09.2000 on, independent sections covered by the Apartment Ownership Law No. 634, buildings constructed as residences on private property which is registered in the title deed registry, independent sections used for business, office and similar purposes inside

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such buildings, and residences built or extended credit by the State due to natural disasters, are covered by Compulsory Earthquake Insurance.

2. This insurance provides coverage by the Natural Disaster Insurances Authority (DASK), up to the insurance figure, for tangible losses caused directly by the earthquake, and the losses to be inflicted on the building by the fire, explosion, tsunami or landslide to be caused by the earthquake (including those caused on the foundations, main walls, shared walls separating independent sections, garden walls, retaining walls, floors and ceilings, stairs, elevators, landings, corridors, roofs, chimneys and similar components of the building).

### 3. Buildings Excluded from the Insurance

- Buildings and independent sections which are subject to the Public Housing Law dated 9.11.1983 no. 2946, or which are used as public service buildings,
- Buildings constructed by the permanent residents of and those registered in the village, in and around the residence areas of the villages as well as in the hamlets of the villages,
- Buildings used completely for commercial or industrial purposes,
- Buildings which lack a construction project, or which received no engineering analysis,
- Buildings found to have undergone revision or weakening of the carrier system, so as to have a detrimental effect on the system,
- Buildings which are constructed in breach of the applicable regulations and the project, so as to have a detrimental effect on the carrier system,
- Buildings regarding which the relevant government authorities issued a destruction order, and buildings which are not suitable for use as residence, and which are left poorly maintained, desolate and derelict.

### 4. Excluded Cases

- Debris removal costs, loss of profit, loss of business, loss of rent, alternative residence and office costs, financial liabilities and similar indirect losses,
- All kinds of movable property, goods and similar items,
- All bodily damages, including death,
- Non-pecuniary damages claims,

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- Losses caused by reasons other than the earthquake and fire, explosion, tsunami or landslide to be caused by the earthquake,
- Losses to arise in time due to the inherent defects and characteristics of the building, without any association with a specific earthquake event.

### 5. Determining Sum Insured

The sum insured is assessed on the basis of the figure established by multiplying the price per square meter as specified for the construction type of the insured residence, in the "Compulsory Earthquake Insurance Tariff and Instructions" published by the Undersecretariat of Treasury, with the gross surface area (or approximate surface area) of the residence in question. The sum insured for a residence covered by Compulsory Earthquake Insurance shall, in any case, not exceed the maximum coverage figure established in the "Compulsory Earthquake Insurance Tariff and Instructions".

### 6. Excess Insurance

In case the sum insured exceeds the reconstruction cost of the insured residence, the portion of insurance corresponding to such excess shall be null and void. Upon learning about the issue during the insurance period, DASK shall reduce the sum insured figure, and shall return the excess premium charged for the current year, to the policyholder, based on the number of days.

### 7. Deductible

For each claim, a deductible of 2% shall apply over the sum insured. DASK shall be liable for the portion of claim in excess of the deductible figure thus established. For the purposes of deductible assessment, all damages incurred within a given 72 hours window shall be considered a single claim.

8. To receive detailed information about the Compulsory Earthquake Insurance, you can visit the Compulsory Earthquake Insurances Authority (DASK) website, the link of which is provided below.

[www.dask.gov.tr](http://www.dask.gov.tr)

## D. RISK REALIZATION

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1. In case your residence/apartment suffers earthquake damage, please submit an application with the NATURAL DISASTER INSURANCES AUTHORITY (by calling ALO DASK LINE 125, or by contacting the Insurance Firm and/or Agency which issued the Compulsory Earthquake Insurance policy on behalf of DASK), as soon as possible.
2. When submitting the claim, please abide by the instructions provided by Natural Disaster Insurances.

**E. COMPENSATION**

Please check the accuracy of the coverage figure extended at the time of policy execution. The maximum amount payable by the Natural Disaster Insurances Authority in case of risk occurrence shall not exceed the sum insured specified on the policy.

**F. COMPENSATION PAYMENT**

1. Once all information and documents required are submitted to the Natural Disaster Insurances Authority, required review shall be performed and the damages procedures shall be concluded by the Authority, within the maximum time frame stipulated in general terms.
2. The Natural Disaster Insurances Authority is a member of the arbitration system.

**G. POLICY HOLDER'S OBLIGATION TO DECLARE, TERMINATIONS AND CANCELLATIONS**

DASK has executed the present insurance policy on the basis of the policyholder's statement attesting the actual state of affairs regarding the risk. The following provisions shall apply in case the insured or the policyholder made inaccurate statements regarding the gross area of the residence, the construction type, case of losses in previous earthquakes and so on, at the time of executing the agreement.

In case of inaccurate or incomplete statements on part of the insured or the policyholder, in cases where DASK would have actually resorted to graver terms regarding the agreement,

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DASK or the relevant insurance firm shall request the policyholder pay the premium figure which fell short, within 15 days to follow the date on which they became aware of the matter.

In case the inaccuracy of the statement is revealed after the earthquake, the claim payment shall be based on the rate of the premium collected over the premium that should have been collected.

In case the policyholder or the insured is found to have intentionally withheld reporting of medium or heavy damage incurred in previous earthquakes, DASK or the intermediary insurance firm may withdraw from the contract, and shall be entitled to the premium, even if the risk had occurred.

In case the policyholder modifies the insured residence in breach of the regulations, during the insurance period, DASK or the intermediary insurance firm may terminate the agreement.

In case the policyholder provides documented evidence of multiple compulsory earthquake insurances procured for the same place, or a Compulsory Earthquake Insurance policy is erroneously procured for a place which is not covered as per article C.3, the compulsory earthquake insurance policy shall be cancelled with effect from the beginning of the insurance period, and the full figure of the premium shall be returned to the policyholder.

On the other hand, in case the insured location ceases to exist due to a reason other than those covered by the insurance agreement, or in case the insured place is no longer covered by the insurance, the insurance agreement shall be cancelled with effect from the date of notification, provided that the policyholder submits documented evidence. In such cases, the premium figure corresponding to the time frame between the date of cancellation of the agreement, and the original date of expiration shall be returned to the policyholder, based on the number of days remaining.



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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

**DISCLOSURE FORM ON THE PROCESSING OF PERSONAL DATA IN RESPECT OF NON-MOTOR 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, the details of the movable assets/ real properties insured, bank account details, customer transaction details, financial records, professional details, video and audio records, legal action and proceedings records) and Special Categories of Personal Data (Sensitive Personal Data) (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, a foundation or a trade union,

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the 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 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;

b) 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;

c) 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;

d) 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

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the premiums that are payable under the insurance policies, the refunding of premiums, the performance of indemnity assessments, the covering of the costs of the beneficiaries, the effectuation of payments to the contracted and authorized entities 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;

e) 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 and the beneficiaries 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 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

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automated means or by way of non-automated means as a part of any data recording (filing) system.

**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 entities, 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 Information and Monitoring Center (IIMC), the contracted and authorized entities, 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 insurance and pension companies and the reinsurance companies, which operate at home (or subject to your explicit 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, insurance experts, adjusters and appraisers and intelligence companies; and for the purpose of obtaining of opinions on your state of health to the relevant specialists; and to the parties to the policies and contracts; and for the purpose of the offering and delivery of insurance products and services to the group companies, subsidiaries and agents; and for the purpose of the performance of insurance activities and

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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 No. 6698, "which provides for the rights of the data subjects", in writing by sending the relevant letter to Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/İstanbul 34750 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 0850 399 99 99.

I have reviewed, read and understood the contents of the Disclosure Form on the Processing of Personal Data in Respect of Non-Auto 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)?

I Confirm

I Don't Confirm

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Name - Surname:

Signed:

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

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 Communiqué 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 Allianz Tower Küçükbakkalköy Mah. Kayışdağı Cad. No:1 Ataşehir/

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Istanbul 34750 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 0850 399 99 99.

**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?

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

Name - Surname:

Signed:

Customer  
Signature

Approved at a Distance  
Sales Contract  
21 Eylül 2021 16:58:09