

# COVID-19 PROTECTION PLAN HEALTH INSURANCE POLICY SPECIAL TERMS & CONDITIONS

## SECTION A: SUBJECT MATTER AND SCOPE OF THE INSURANCE

Gulf Sigorta A.Ş. will provide the insurance with inpatient medical treatment expenses due to COVID-19 infection, valid only with in the border of Turkish Republic, to the insured named in the application in return for the premium paid in advance and compliance with all applicable with general and special terms of this policy.

#### **SECTION B: DEFINITIONS**

<u>Gulf Insurance Medical Processing Center</u>: is a processing center that evaluates the compliance of the inpatient medical treatment invoices to be issued in accordance with the scope and definitions described in SECTION E.

**Preferred Medical Organization:** is the hospitals, clinic and private doctor clinics having agreement with Gulf Sigorta A.Ş. in order to provide service to insureds. Updated list of preferred medical organizations can be reached from the web address www.gulfsigorta.com.tr on the 'Preferred Services' item located under the 'Claim Services' title or by calling 444 1 244 Gulf Sigorta Medical Provision Center. Insurer keeps the right to revise the preferred medical organizations.

<u>Unnecessary medical treatments</u>: treatments that do not require inpatient treatments however the insured is hospitalized in the medical facility as an inpatient.

**Hospital:** Refers to a medical institution which is recognized by medical legislation, and which:

(a) has a valid license for medical services (if it is necessary as per applicable legislation),

(b) has the primary function of treating and curing injured or diseased people,

(c) has a staff consisting of one or multiple *doctors* who is/are permanently and physically available in its facilities,

(d) provides 24 hours nursing services and has at least one certified-qualified nurse who is permanently available in its facilities,

(e) has organized diagnosis and surgical intervention possibilities either within its own facilities or in any other facility contracted with the *hospital* on the basis of previously-executed agreements,

(f) does not act as a clinic, nursing or rehabilitation center for old persons, old-age home, convalescent center or any other similar organization, which fall outside the scope of its primary function.

**Insurer:** Refers to Gulf Sigorta A.Ş., a recognized Insurance Company who has already registered and obtained a valid operating license in the country where this *insurance policy* has been issued.

**Insurance Policy:** Refers to the document which states the policy terms and conditions and has been issued as per relevant provisions of the Turkish Commercial Code in accordance with the *insurer's* insurance contract.



**Policyholder:** Refers to the person who has applied for this *insurance policy*, whose application has been accepted by the *insurer*, who has the duty of paying premium, and who acts in favor of the *insured* within the compass of the coverage under this *insurance policy*. **Insured:** Refers to the person(s), aged from 6 months to 65, whose nationality is stated on the policy, whose permanent residence is located out of the borders of the Turkish Republic, who has applied for *insurance policy*, and as a result, in favor of whom, the *insurance policy* has been issued and whose name(s) appear on this *insurance policy*. Citizens of the Republic of Turkey are not covered.

<u>Age:</u> means the official age, as calculated on the basis of such date of birth as indicated in the official documents such as identification card, passport, etc. regardless of the date of birth provided on the application form or claim form.

**Total Limit:** per benefit maximum amount that has been defined by the *insurer* based on the *policy* specific and general conditions. Indemnity payments in the same *policy* period will reduce the *total limit* per benefit. Any expenses exceeding *total limit* will not be covered. **SECTION C: COVERAGE PERIOD** 

The insurance coverage shall commence on the inception date stated on the policy or by the insured's entry from the customs of Turkish Republic whichever is later: and expires on the ending date stated on the policy or or by the insured's exit from the customs of Turkish Republic whichever is earlier.

# **SECTION D: ELIGIBILITY**

Anyone who is ranging in age from 6 months (excluded) to 65 (included), and who does not have any condition that may prohibit his/her from taking out this *policy*, as indicated in the declaration presented while making *policy* application eligible to apply for taking out this *policy*.

#### **SECTION E: BENEFITS**

This coverage is provided based on the Health Insurance General Conditions with the General Exceptions stated on SECTION G-2.

**Inpatient Medical Treatment Expenses due to COVID-19 Infection:** Inpatient medical treatment expenses, due to diagnosis of the insured COVID-19 Infection after the insured's entry from the customs of Turkish Republic, at a compatible hospital with the epidemic hospitals criteria of Republic of Turkey Ministry of Health is covered based on the Health Insurance General Conditions and with the exceptions stated on the policy special terms SECTION G.

Covered inpatient medical treatment expenses pertaining to operation room, surgeon, anesthetist, assistant, doctor costs, necessary materials including blood and blood plasma, oxygen, anesthesia, cost of medication and consumables rendered necessary by a doctor, electrocardiographs, radiographs, MRI, all diagnostic laboratory tests and patient care services costs will be paid within total limit specified in the policy. Ongoing and / or planned medical treatment expenses after the completion of inpatient medical treatment of the insured is not considered within the scope of the policy.

Details of indemnity payments related with the emergency medical treatments at non *preferred medical organization* are stated on SECTION J



**Indemnity limitation of the treatment expenses exceeding policy period:** In case the insured inpatient medical treatment, related with a covered event within the policy period, continues after the policy expiration date, the inpatient medical treatment expenses up to 10 days as of the policy ending date are covered within policy total limit.

### Repatriation of Remains

In case the *insured* dies during the inpatient treatment due to COVID-19 infection, *reasonable and customary expenses* up to the Repatriation of Remains expenses *coverage limit* relating to return of the corpse to the country or city of deceased's *residence* shall be paid by *Insurer*. The following expenses are included:

• The cost of a coffin

• Transportation expenses to the country or city of deceased's residence

### SECTION F: WAITING PERIODS

Waiting period is not applied

#### SECTION G: EXCLUSIONS

Following cases are also excluded in addition to Article 2 of Health Insurance General Conditions per Referring Health Insurance General Conditions Article 2 item h;

- Medical Expenses costs related with any other conditions and their direct / indirect consequences and continuity, except COVID-19 Infection which is defined as a part of the coverage.

- Test, analysis and imaging expenses for the diagnosis of COVID-19 Infection subject to the inpatient medical treatment of the insured,

- Even for a covered event, any medical treatment expenses incurred in health institutions, hospitals which is not compatible with the epidemic hospitals criteria of Republic of Turkey Ministry of Health.

- All kinds of outpatient expenses,

- Any COVID-19 Infection related disorders diagnosed before the policy inception date or outside of the Republic of Turkey,

- Any event that is not covered as per Health Insurance General Conditions.

- Any medical treatments due to a fault of the physician and/or medical facility.

- Being intentionally infected with this disease

- If treatments, analysis and procedures that can be run without hospitalization by endangering the insured's health, accepted by an unbiased doctor, is run with hospitalization and unnecessary expenses related to diagnosis and treatments that are not related to a specific complaint and / or disease and are not related to the complaint.

- Sickness or injury due to attempted suicide.

- Any kind of mental disease, psychological and neurological disorder including psychosis and neurosis.

- Chronic alcoholism, drug or substance addiction and any disorder that may occur after the use of these substances

- Birth related disorders (congenital diseases, birth anomalies, birth disorders).

- Treatments of alzheimer, parkinson, epilepsy diseases and antipsychotic, anxiolytic, anticonvulsant and all psychotropic drugs related to treatments of these diseases.



- Any treatment and diagnosis expenses related to AIDS as defined by the World Health Organization (WHO).

- Vendor expenses during organ or blood transplantation.

- Officially declared epidemics excluding COVID-19 and epidemics initiated by wrongful intentions.

- Medical treatment expenses related with a covered event within the *policy* period which would continue 10 days after the *policy* ending date.

# SECTION H: COVERAGE TERRITORY

This insurance coverage shall be effective only within the borders of Republic of Turkey. **SECTION I: COMMON PROVISIONS** 

**Contract:** This contract has been issued on the basis of the *insured's* declaration and imposes the obligation to provide true declaration upon the *policyholder*. Setting out the rights and liabilities of both parties; i.e., the *insurer* and the *policyholder*, this contract consists of the *policy* and amendments thereto. All types of losses and damages that might be caused by the *insured's* / *policyholder's* failure to make true declaration either during execution of this contract or during the life of the *policy* or after occurrence of any loss may be reflected to the *insured* / *the policyholder* in accordance with the relevant provisions of General Conditions.

### Loss Occurrence:

a) Please receive the list of necessary information and documentation for claiming an indemnity under this *policy* from your *insurer* after issuance of the *policy* or at the time of loss following relevant notice.

b) Upon happening of the loss, please apply to the *insurer* through address and telephone details indicated on the front page together with necessary information and documentation as soon as possible.

c) Please act in line with the instructions given by the *insurer* in the course of claim process.

**Competent Court:** If the lawsuit is filed on the opposition of the insurer due to the disputes arising from this insurance contract competent court shall be the court located in the place of the insurer's headquarters within the borders of Turkish Republic or the insurance agency's residence; if the lawsuit is filed by the insurer competent count shall be the court which is in charge of insurance lawsuits and located in the place of insured's residency.

**Medical Examination:** During the period of claim handling and at reasonable intervals, the *insurer* shall be entitled to demand additional evidence at the *insurer's* cost, to request the *insured* to undergo medical examination (examinations), and to have autopsy performed in case of death unless such autopsy is forbidden by laws.

**Premium being due and payable:** If any claim made under this *policy* is payable, the amount of premium past due and within the grace period on this *policy* shall become due and payable and it shall be deducted from the amount of indemnity to be paid.

**Amendments:** Any matter set out in this *policy* can be changed or amended only by those who hold the authority to sign for and on behalf of the *insurer*. This policy, together with any amendment and the documents enclosed herewith, constitutes the entire insurance contract. Any amendment to this *policy* shall not become



valid and effective unless the same is approved by the *insurer* and such approval is supplemented to the *policy*.

**Fraudulent and/or Falsified and/or Misleading Claims:** If the claim is fraudulent, falsified or misleading in nature or if the claim is made by the *insured, policyholder* or any other person acting for or on their behalf or with the authorization of the *insured or policyholder* by way of fraudulent, falsified or misleading means or instrument(s), then the *insurer* shall not be liable to make any payment under this *policy* in connection with such claim.

**Claim rights:** According with the article 1420 of the Turkish Commercial Code, all types of claims arising out of this insurance contract shall be forfeited within two years by claim's due date and insurer's rights under the article 1482 of the Turkish Commercial Code remaining reserved, all claims related with the insurance indemnity and benefit shall be forfeited within 6 (six) years by the risk occurrence.

**International Trade Controls and Economic Sanctions:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.

**Arbitration:** Insured is a member to arbitration system as per insurance legislation; detailed information is available on <u>www.sigortatahkim.org</u>

**Disclosure of Personal Details:** Insurer transfers and receives necessary personal information belonging to its policyholders with several governmental and professional organizations and authorities, notably with Insurance Information and Supervision Center, as per applicable legislation. You can access other personal data sharing matters from the attached Disclosure Letter or the Processing And Protection of Personal Data Disclosure policy available at <u>www.gulfsigorta.com.tr</u>

**Parity Clause:** All premium, deductibles and indemnity payments are made in Turkish Lira with the Turkish Central Bank Selling Rate of Exchange.

In case the *insurer* asks for information or action from the *insured*, participant, *insured's* representative as per Article 1412 of the Turkish Commercial Code no 6102, any misleading or incorrect information to be provided by these persons shall be deemed as a violence of the *insured's* or a participant's duty to give information, which is regulated by laws, and in such case, the *insurer's* rights under Article 1435 and the subsequent articles of the Turkish Commercial Code no 6102 shall remain reserved.

The documents which indicate scope of all coverage items, general conditions, special conditions, clauses, exceptions, and the things to do in case of a loss, and which are inseparable part of this document have been received by the proposer / *insured* / *policyholder* as attached to this form.



All reasonable costs and expenses to be incurred by the *policyholder / insurer* in good faith in order to determine the scope of risk, indemnity and the duty to pay shall be notified to the *insurer* in advance and the documents evidencing such costs and expenses shall be communicated to the *insurer* so that such costs and expenses are predictable by the *insurer*. The *insurer* reserves its right to ask for further information from the *insured* in addition to the declarations made in the proposal from until execution of the insurance contract. If the *policyholder* fails to inform the *insurer* about any change that has occurred from the date of proposal until its approval by the *insurer* and that may potentially affect the *insurer's* decision to enter into insurance contract or the terms and conditions thereto, the *policyholder* shall be deemed to have violated its duty to give information, and the *insurer's* rights that are exercisable against the *policyholder* under applicable laws shall remain reserved.

### SECTION J: INDEMNITY PAYMENT

Indemnity payments will be deducted from the *total limit* per benefit. Any expenses exceeding *total limit* will not be covered.

Claims amount that will be paid to the insured in case of inpatient medical treatment occurs at a non-preferred medical organization as per the policy limits are as below:

i. Treatments/surgery procedures that are defined under Turkish Medical Association tariff are limited to 2 times of Turkish Medical Association rates.

ii. Treatments/ surgery procedures that are not defined under Turkish Medical Association Tariff are limited with the average cost of the equivalent hospital.

If the *insurer* investigates any claim due to exclusions stated on the *policy* which is issued within and subject to the terms of Health Insurance General Terms and policy special conditions, even if provision has been provided to hospital, insurer will recede the paid amount to insured or legal inheritors.

**Documents that may be asked for by the insurer:** Within the scope of the claim file created for a loss covered by this *policy*, the *insurer*, whenever it deems necessary, may ask for all types of medical/financial information and documentation pertaining to the *insured* on behalf of the *insured*; in this respect, prior consent of the *insured* is deemed to be automatically obtained by this *policy*.

In cases where the loss has occurred or is to likely occur, the *policyholder/insured* shall inform beforehand the *insurer* about *reasonable costs and expenses* that he/she has made in order to prevent, mitigate or hinder the enlargement of loss or to protect the *insurer's* rights to recourse to third parties so that such costs and expenses are predictable by the *insurer* and the *insurer* can provide the *policyholder/insured* with necessary instructions aimed at preventing/mitigating potential losses where necessary. The *policyholder/insured* is obliged to follow aforesaid instructions as long as they are practicable and/or performance of such instructions do not aggravate his/her conditions and/or such instructions do not violate the duty of the *policyholder/insured* to prevent/mitigate potential losses and/or such instructions are efficacious in nature.

**Time of Indemnity Payment:** All indemnities and benefits payable hereunder shall be paid within the periods regulated by law and general conditions after all necessary evidences of loss have been submitted and accepted by the insurer.



Reasonable expenses to be made in good faith by the insurer / insured / beneficiary will be notified to the insurer without delay, and documents related to the expenses incurred for the payment of claim will be sent to the insurer.

# SECTION K: AUTOMATIC RENEWAL

Coverage of this *policy* will terminate per SECTION L CANCELLATION OF THE INSURANCE CONTRACT item. It is non-renewable.

This *policy* does not provide renewal guarantee.

# SECTION L: CANCELLATION OF THE INSURANCE CONTRACT/TERMINATION

**1-** This policy shall be automatically terminated in respect certain insured as a result of the following events, whichever happens earlier:

- Upon death of such insured
- Where paid indemnities reach Per Person Total Limit stated on the policy,

- By the insured's exit from the customs of Turkish Republic.

**2-** If the total of the premium is not paid at the due date, the policy cover and insurer liability will not commence and the insurer may terminate the contract within three months, unless payment is made. If the policyholder is notified twice within the policy period, the insurer may terminate the policy to effect a provision at the end of the insurance period. The insurer's other rights under the Turkish Code of Obligations shall remain reserved for the default of the policyholder.

**3-** In case of failure or violation of disclosure by the policyholder, insurer may terminate the contract within 15 days from the date of awareness of the breach of this duty or may request an additional premium.

**4-** As insurer become aware of an aggravation of the current conditions or risk occurrence within the policy term or existence of events that can be considered as a risk aggravation for the policy, insurer may terminate the contract within a month by this date or may request an additional premium.

**5-** In case of any request for termination of the policy in accordance with the policy provisions by the policyholder, or termination of the policy by the insurer, the amount of premium that the insurer has become entitled to collect for the period that has passed beginning from the policy inception date shall be calculated on a daily basis; and if the amount of premium paid by the policyholder is greater than the amount entitled by the insurer, the difference shall be refunded to the policyholder.

**6-** if there is an indemnity payment is more than the amount of premium that the *insurer* has become entitled to collect on a daily basis for the period that has passed beginning from the *policy inception date*.

#### TRANSFERS

*Policy* cannot be transferred from other insurance companies.

# PREMIUM DEFINING

Policy premium is defined based on the benefit amounts and coverage period.



In cases where insurance premiums are paid by credit card, the insurer's liability shall commence with the date on which the policy first premium deposit is withdrawn from the insured's credit card.

You can communicate your requests, recommendations or complaints regarding your *policy* through our customer call center (444 1 244) or our e-mail addresses. You can also forward your complaints to the Turkish Republic, Prime Ministry Undersecretariat of Treasury, General Directorate of Insurance (<u>www.sigortacilik.gov.tr</u>) or Insurance Association of Turkey (<u>www.tsb.org.tr</u>).

Only the Turkish policy is valid. In case of any discrepancy between the Turkish *policy* and its English version with regards to their interpretation or understanding, solely the Turkish *policy* shall be binding upon the Parties. Since the transaction has a foreign element the negotiations and interactions during the formation of this *policy* have been conducted in English. Thus an English version of the Turkish *policy* is also drafted upon request.