Insurance policy for tourists

The provision of medical insurance services for foreign residents who are studying in Israel within the framework of study programs organized by Tel-Aviv University

Whereas the policyholder whose name is mentioned below has approached Menora Mivtachim Insurance Ltd. requesting to arrange insurance, the details of which are set out hereby and has undertaken to pay the insurance premium, as agreed with them and which is mentioned in the list for this policy.

Accordingly, this policy evidences that subject to the covers, the expansions, the conditions, the qualifications and the provisions that are set forth in it and/or which may be added and/or attached to it with the agreement of the parties, that on the occurrence of an insurance event in the course of the insurance period, the insurer will pay to the provider of the service, as defined below or will indemnify the insuree in respect of medical services which they have received other than through the provider of the service, all of which is subject to the terms of the policy and its exceptions.

It should be emphasized that the list page, which is attached to the policy and the health declaration that has been attached to it, are the basis for the insurance and form an integral part of the policy.

General terms

Conditions

1. **Definitions in this policy**

1.1 **Hospitalization** – staying in a medical institution for one or more nights, for the purpose of diagnosis and/or for the purpose of undergoing an emergency and/or elective operation, including staying in the hospital, checks and medicines that are connected to the purpose of the hospitalization.

1.2 **Outpatient care** – outpatient care for the insuree without staying overnight in an external unit of a hospital and/or a medical institution, for the purpose of diagnosis and/or medical treatment and/or for undergoing an operation, which derives from the insuree's state of health, which does not require medical hospitalization in a hospital and/or intensive care department. except for an institution that is also a sanatorium, recovery clinic, recuperation center or rehabilitation institution.

1.3 **Hospital** – a medical institution that is recognized by the authorized authorities in Israel as a general hospital alone, except for an institution that is also a sanatorium, recovery clinic, recuperation center or rehabilitation institution.

1.4 **General public hospital** – a hospital as defined above, which is defined as a public hospital in the Ministry of Health's database.

1.5 **Private hospital** - a hospital as defined above, which is not a general hospital, which is authorized by the Ministry of Health in Israel to perform operations privately.

1.6 **Policyholder** – Tel-Aviv University.

1.7 **Dollar** - The US Dollar, the representative exchange rate as published by the Bank of Israel on the day on which the payment is executed.

1.8 **Medical expenses** – expenses that have actually been expended by the insuree and/or which have been submitted for payment by the provider of the service as a result of an insurance event that is covered by this policy.

1.9 **The insuree** –

1.9.1 Students on the "New York program" – foreign residents who come for four years of study in the medical faculty in the University (hereinafter: "Group A New York").

1.9.2 Students from abroad who come to study in the University within the framework of other programs, whether short of long (hereinafter: "Group B").

1.9.3 Spouses and/or children of an insuree from Group (A) and (B) (hereinafter: "Family member".

At least one of the abovementioned and on condition that he/they hold foreign citizenship, are a foreign resident who is staying in Israel temporarily, and who joins up to the insurance in accordance with the provisions of this policy

1.10 **The insurer** – Menora Mivtachim Insurance Ltd.

1.11 **The insurance agreement** – an agreement between the policyholder and the insurer, of which this policy constitutes an appendix.

1.12 **The insurance proposal or the proposal** – The proposal form, which constitutes a request to sign up for insurance in accordance with this policy, where it has been filled up with all of the details and signed by the insuree candidate and/or by their spouse in their name and in the name of all of the individuals in his family. The offer shall also contain a declaration of health, which has been filled in and signed by the candidate for the insurance and/or a legal guardian and a waiver of medical confidentiality.

1.13 **The policy** – this insurance contract, which is between the policyholder and/or the insuree (as the case may be) and the insurer, including the insurance proposal, the health declaration, and every appendix and/or addition that is attached to it, including the tender specification.

1.14 **Previous policy** – the insurance policy that was arranged in Harel Insurance Company in which the insurees are students in study programs for whom the insurance period has not ended yet/ insurees whose period of insurance under the policy with Harel will end at the time of the start of this agreement.

1.15 **The premium** – the insurance premium that the policyholder and/or the insuree are to pay to the insurer, pursuant to the insurance agreement that has been signed between the policyholder and the insurer.

1.16 **The list/ insurance details page** – a page that is attached to the policy, which constitutes an integral part of the policy, and which includes, inter alia, the number of the policy, personal details of the policy holder, details of the insuree(s), the timing of the start of the insurance policy and the insuree's insurance policy, the insurance premium, the name of the insurance agent and if any, restrictions on the extent of a particular insuree's insurance cover including exceptions as a result of a medical condition if any, underwriting additions if any, and etcetera.

The insurance details page constitutes the insurer's agreement in writing to insure the insuree, whose details are recorded in it with the insurance covers that are recorded in their name, and all of which with the qualifications that are recorded in the insurance details page and subject to the terms of the policy.

1.17 **Commissioner** – the Commissioner of the Capital Market, Insurance and Savings Authority.

1.18 **Legislative arrangement** – The supervision of Financial Services (Insurance) Law – 1981, The Insurance Contract Law – 1981, as well as the regulations and that orders that have been promulgated and/or that may be promulgated under the force of those laws and the Commissioner's directives and circulars, which may arrange the terms that apply to the policyholder, the insuree and the insurer in connection with this policy.

1.19 **Self deductible** – the monetary amount or the rate of the monetary amount, which the insuree is to pay or which has actually been paid at the time of the receipt of the medical service, or retrospectively, in respect of medical service that has been received, and which will be deducted from the insurance payments, as denoted in the self deductible table. It is clarified that the insurer's liability for any payment whatsoever, will only be in respect of the insuree's expenses in excess of this deductible.

1.20 **The second addition** – The Second Addition to the Health Insurance Law, which includes and details the basket of health services that are provided within the framework of the Health Insurance Law.

1.21 **The National Insurance Law** – The National Insurance Law [Combined Version] - 1995.

1.22 **Abroad** – any country outside of Israel, including all means of transportation on roads from or to Israel, except for enemy states.

1.23 **The Insurance Contracts Law** – The Insurance Contracts Law – 1981.

1.24 **The Health Insurance Law** - The State Health Insurance Law – 1994.

1.25 **Table of limits of liability and self deductibles** - a table that includes the list of the expenses that are covered for an insuree and self deductibles, which appear in this policy.

1.26 **Israel** – The State of Israel including the territories that are under Israel's control, Judaea and Samaria and the Gaza Strip, except for territories that are held by the Palestinian Authority and except for all means of transportation on roads to Israel or to it.

1.27 **Insuree's card** – a card that may be issued by the insurer in addition to the policy, in which the insuree's personal details are mentioned, and which is to be presented by the insuree to every medical institution, in order to receive medical service.

1.28 **Existing insuree** –anyone who was an insuree in the previous policy in Harel within the framework of the commitment agreement between Harel and Tel-Aviv University for the insurance of students in Israel as at 31.7.2018 (hereinafter: "The previous insurance").

1.29 **New insuree** – a student that is not a resident of Israel, who is participating in one of the policyholder's study programs and who will sign up for this insurance after the time of the start of this agreement.

1.30 **Country of origin** – any country outside of the State of Israel, which constitutes the insuree's country of origin.

1.31 **Medical institution** – a center for the provision of medical services, including a hospital, a clinic, a laboratory, a diagnosis center, a pharmacy and similar institutions, which is recognized by the authorized authorities in Israel.

1.32 **Service call center** – the insurer's call center or that operated by a body that has been authorized to act on its behalf, which operates 24 hours a day throughout every day of the year, which serves for the receipt and provision of information, the possibilities that exist for the receipt of the medical services that are required pursuant to the policy – including the places and the hours, and the provision of any assistance that is required pursuant to the insurance pursuant to this policy.

1.33 **Existing medical condition** – an array of medical circumstances, which have been diagnosed in the insuree before the time that they signed up for the insurance, including as a result of a disease or an accident. For this purpose, "diagnosed in the insuree" – by way of documented medical diagnosis, or in the course of documented medical diagnosis, which was done in the six months preceding the time of the signing up for the insurance.

1.34 **Emergency medical situation** – circumstances in which the insuree is in immediate danger to their life or where an immediate danger exists that will cause the insuree serious irreversible disability, if they are not provided with urgent medical treatment.

1.35 **The insurance event** – an event (a factual or circumstantial array) as defined in each of the chapters of the policy, as the case may be, in respect of which the insuree is entitled to the cover that is included within the framework of this policy, all of which is subject to the conditions, the exceptions and the qualifications in the policy.

1.36 **Operation** – an invasive procedure, penetration through tissue with the objective of treating a disease and/or injury and/or for the repair of a fault or distortion in the insuree. Within this context, invasive activity, including an action that is performed by means of a laser ray, for diagnosis or for treatment, as well as the viewing of internal organs, by means of an endoscopy, catheterization and an angiogram as well as the breaking up of kidney stones or gall stones by sound waves will also be deemed to be an operation.

1.37 **Qualification for a previous medical condition** - a general qualification to the insurance contract, which exempts the insurer from its obligations, or which reduces the insurer's obligations or the extent of the cover, for an insure event the tangible cause for which is the regular course of a previous medical condition, which occurred to the insuree in a period in which the qualification applies. Despite the aforesaid, it is clarified explicitly that this definition shall no apply to existing insurees who were insured up to the time of the start of this agreement.

1.38 **Provider of service under the agreement** – a provider of medical services, a doctor or a medical institution, which are connected by an agreement with the insurer for the purpose of the provision of medical services pursuant to the terms of this policy, whose identity appears in the insurer's list of providers of services for the provision of service pursuant to the terms of this policy and which may be published and updated from time to time by the insurer. An insuree who receives medical service from a provider of service under the agreement will be exempt from payment to the provider of the service, except for the self deductible, as detailed in the table of limits of liability and self deductibles, and the accounting between the provider of service and the insurer, for the service that has been provided to the insurer, will be performed directly between them.

1.39 **A provider of service that is not in the agreement** – a provider of medical service, a doctor or a medical institution that is not connected under an agreement with the insurer.

1.40 **Health fund** – an entity as defined in the Health Law, including a future entity that may be established during the course of the period of the agreement;

1.41 **Doctor** – a doctor who has been authorized by the authorized authorities in Israel, as an expert in a particular medical field and whose name in included in the list of doctors in accordance with Regulation 34 of the Doctors Regulations – 1973.

1.42 **Expert doctor** – a doctor who has been authorized by the authorized authorities in Israel, as an expert in a particular medical field and whose name in included in the list of doctors in accordance with Regulation 34 of the Doctors Regulations (Certification of an Expert Degree and Examinations)– 1973.

1.43 **Medical services** –including an operation, medical checks, medical treatment, a visit to a doctor, hospitalization, the supply of medicines, elective treatment and etcetera, services that are provided in Israel, as set forth in the policy and subject to the exceptions and the qualifications in it.

1.44 **Insurance year** – A period of 12 consecutive months, commencing at the beginning of the insurance of each insuree and renewing every 12 months in accordance with the policyholder's study program in which the participant is participating and subject to the period that is set in the agreement and in the appendices thereto.

1.45 **Accident** – unexpected bodily damage that has been caused during the insurance period as a result of the occurrence of an external and sudden event, which is revealed, and which is the only and direct reason for the causing of the damage. **In order to remove any doubt, it is clarified that damage that has been caused as a reserve of verbal violence and/or mental pressure and/or an accumulation of minor injuries that recur over a period, which cause disability will not be considered to be an accident in this policy.**

1.46 **Resident of Israel** – whoever is a resident for the purposes of the Health Insurance Law.

1.47 **The insurance period** – the period that is mentioned on the insurance details page, subject to what is stated below – each insuree's insurance period starts at the time that they land in Israel and ends at the time at which they end their studies, unless they have extended their stay in Israel in accordance with the provisions of the policy/ they have discontinued their studies other than at the planned time for any reason whatsoever.

It is clarified that the insurance for each insuree will be issued in accordance with a list that will be received from the policyholder despite the aforesaid, the timing of the start of the insurance – for an existing insuree – will be the time that the insuree signed up for the previous insurance. For a new insuree – the time at which they sign up for this policy.

1.48 **The period of the agreement** – the agreement will enter force on 01.08.2019 and will be in force until 31.7.2021 (24 months) (hereinafter: The initial period). The policyholder will be entitled to extend the agreement for an additional period of up to 12 months under identical conditions or conditions that are better for the insurees and/or the policyholder or where the premium may rise, as set forth in the agreement.

The University will be entitled to extend the agreement for an additional period of 12 months, in accordance with Section 5.2 of the agreement between the parties, and furthermore a right of election is afforded to both of the parties to extend the period of the commitment for 2 additional periods of 12 months each (hereinafter: "The period of the extended commitment). The extension of the period of the agreement is subject to the parties agreement to extend the commitment and in accordance with the terms that are set forth in the tender.

1.49 **Medicine** – A chemical or biological material that is intended for the treatment of a medical situation, including the prevention of it becoming more severe (including the prevention of the development and/or the worsening of other medical conditions) and/or the prevention of their recurrence as a result of a particular medical condition or disease or accident, and which has been approved by the authorized authorities in Israel for the treatment of the insuree's medical condition and which is included in the list of approved medicines.

1.50 **Prescription medicine** – A medicine that can only be purchased in accordance with a medical prescription that has been signed by a doctor who has confirmed the need for treatment/ medicine, determining the manner of the treatment, the dose that is required and the length of time that is required for the treatment.

All that is stated in this policy in the singular also means the plural, and vice versa, and all that is stated in the male gender also means the female gender, and vice versa.

2. <u>The validity of the policy</u>

2.1 The manner of signing up for the insurance during the course of the insurance period

2.1.1 Once a period and before the insurees have arrived in Israel, the policyholder is to pass the insurer with the insurees' signing up forms and health declarations, where they have been filled in by the insurees.

2.1.2 The insuree is to confirm the acceptance of the insuree to the insurance policy in accordance with the provisions and the timings that are denoted in the service specification.

2.1.3 A final list of the insurees file, which includes the details of the insurees, their first and family name, passport number, date of birth, the study program to which the insurees being and who have been approved by the insurer for the purpose of their signing up for this policy.

2.1.4 The policyholder will be entitled in the course of the period to attach new insurees from other study programs that are conducted by it.

2.1.5 It is agreed hereby that students who come for a short study program of 5 months will be exempt from medical underwriting and a qualification will apply in respect of them regarding a previous medical condition alone, as set forth in Section 1.27 and in Section 22.28 in the chapter on exceptions. **A family member of the insuree is to fill in a health declaration at the time that they join the insurance.**

2.1.6 The insurer is to submit its agreement to accept the insuree to the insurance after the receipt of the request to join form (except for insurees who will be transferred in continuity or insurees for a period of up to 5 months), which has been signed by the candidate for the insurance, and a filled in a health declaration and underwriting process that will determine the terms for their acceptance to the insurance, which is to be to the insurer's satisfaction and with its agreement.

2.2 The policy will enter force as from the date of the start of the insurance and this will be after the arrangement of the means of payment for the policy and the insurer's agreement in writing to the acceptance of the candidate for the insurance.

2.2.1 If monies have been paid to the insurer on account of the insurance premium, without a demand from the insurer and before the insurer has agreed to insure the candidate for the insurance, the payment will not be considered to be the insurer's agreement to the making of the insurance contract. The insurer will return these monies that have been paid with the addition of linkage and interest in accordance with the law, if the insurance is not actually executed, within one month at the most.

2.2.2 The rejection of the insurance proposal or the referral to the insuree in a counter proposal for the insurance cover will be execute at the most within three months from the time of the receipt of the first deposit by the insurer, or if the insurer has approached the insuree with a request for the completion of data, within six months from the time of the receipt of the first deposit by the insurer.

If the insurer has not rejected the insurance proposal, and has not made a counter proposal to the insuree for insurance cover, or if it has announced to the insuree that they have been accepted to the insurance in accordance with the terms of the insurance proposal within the abovementioned times, the insurer will not be entitled to change the terms that are set in the insurance proposal until the end of the insurance period, subject to the terms of the policy.

If an insurance event has occurred before the insurer has returned to the insuree with a counter proposal or has rejected its insurance proposal, the insuree will be entitled to the insurance cover and this in the event that according to the medical underwriting provisions that are in effect at the insurer for insurees of similar characteristics, the insurer have informed the insurer about their acceptance to the insurance were it not for the occurrence of the insurance event.

3. **The insurance period**

3.1 The insurance period will begin on the day denoted in the insurance details page.

3.2 The maximum age for joining the policy is the age of 65. **It should be clarified that there is nothing in the aforesaid that detracts from the rights of an insuree, where the insurer has approved their acceptance to the insurance even if they were joined to the insurance when their age was above the maximum age that is detailed above, despite the aforesaid, the insurer is to approve the acceptance of a few insurees whose age is above 65 to the insurance in accordance with the policyholder's request and these insurees will be given identical insurance cover to the cover that is given to the other insurees in the group.**

3.3 **The end of the insurance period**

The end of the insurance period will be in accordance with the earlier of the times that are set forth below:

3.3.1 The day on which the insuree ceases to belong to the insurees group pursuant to notification by the policyholder.

3.3.2 In the case of the cancellation of the insurance that is initiated by the insuree, the timing of the cancellation as is recorded in the insuree's notification, as mentioned above in any event not before 3 days from the time at which the insuree's request for cancellation was received by the insurer.

3.3.3 The cancellation of the insurance for all of the insurees by the policyholder, in accordance with its entitled in this agreement or in accordance with the law to do so, at the time that the policyholder denoted in its written notification to the insurer and on condition that the policyholder has made a commitment under an alternative insurance agreement for the group of insurees with another insurer.

3.4 The insurance covers for each and every insuree will end at the earlier of upon their death, at the time that they leave Israel (except for insurees on the New York program, who are entitled to insurance even when they are staying outside of Israel) or at the end of the insurance period.

4. **The duty of disclosure**

4.1 The insurance pursuant to this policy is made based on the written information, the responses to questions and the declarations in writing that have been delivered to the insurer by the insuree and/or by the policy holder.

4.2 **If the insurer has presented a question to the insuree before the making of the policy on the insurance proposal form or in some other way in writing, on a matter that would affect the preparedness of a reasonable insurer to make the policy in general or to make it in accordance with the terms in it (hereinafter – "A significant matter"), the insuree is to respond to it with a full and honest answer.**

An all encompassing question that covers many issued, without distinction between them, does not mandate such a response, unless it was reasonable at the time of the making of the contract that the intentional fraudulent concealment by the insuree of a matter that they knew to be a significant matter, will be ruled to be a response that is not full and honest.

4.2.1 **If an answer has been given to a question on a significant matter, which was not full and honest, the insurer is entitled within 30 days from the day on which it becomes aware of this and so long as no insurance event has occurred, to cancel the policy by giving notification in writing to the insuree and to the policyholder. The insurance premiums that have been paid for the period after the cancellation, less the insurer's expenses, will be returned to the payer, unless the insuree has acted with fraudulent intent.**

4.2.2 If an insurance event has occurred before the insurance is cancelled under this section, the insurer us not obligated except for reduced insurance at a proportionate rate in accordance with the ratio between the insurance premium that would have been payable as is generally acceptable at the insurer in accordance with their real state and the insurance premium that was agreed. Despite the aforesaid, the insurer will be exempt from any obligation in each of the following cases:

4.2.2.1 The response was given with fraudulent intent.

4.2.2.2 The insurer is of the opinion that it would not have committed under such insurance, even for a higher insurance premium, if it had know the true situation. In this event, the policyholder is entitled to the refund of the insurance premium that has been paid for the period after the occurrence of the insurance event, less the insurer's expenses.

4.3 Sections 4.2.1 and 4.2.2 shall not apply in the following cases, unless the response that was not full and honest was given with fraudulent intent.

4.3.1 The insurer knew or should have known the real situation at the time that the contract was made, or where it caused the fact that the answer was not full and honest.

4.3.2 The fact on which the response was given that was not full and honest has ceased to exist before the occurrence of the insurance event, or it did not influence in the insurance event, the insurer's obligation or the extent of the obligation.

4.4 Furthermore, the insurer is not entitled to the remedies that are stated in Section 4.2.2 after three years have passed from the time of the making of the contract, unless the insuree or the person was an insuree has acted with fraudulent intent.

4.5 The insuree's date of birth is a significant matter, to which the duty of disclosure as stated in this chapter applies.

5. <u>The insurance premiums and the manner of their payment</u>

5.1 The insurance premiums are to be paid to the insurer in accordance with the terms of the agreement.

5.2 The insurance premiums that are paid directly by the insurees, are to be paid in advance before the start of the insurance period and throughout the entire insurance period, unless the insurer has agreed in advance and in writing on another way of payment.

5.3 If the insurance premiums have been paid by standing bank order or by means of a credit card that will be delivered by the policyholder and/or the insuree to the insurer at the start of the insurance period, only a credit to the insurer's account in a bank or in a credit card company will constitute the payment of the insurance premium. An insuree who extends the period of his or a member of his family's stay in Israel is to pay it by means of a credit card.

5.4 The insurance premiums are to be paid in Dollars.

6. Claims and insurance payments

On the occurrence of an insurance event, the insuree or the policyholder are to notify the insurer's service call center as early as possible:

6.1 **In cases in which the insurer's pre-approval is required, the insuree and/or the policyholder must receive this approval in writing. If the insurance event is one of hospitalization as a result of an emergency medical situation that prevents the insurer and/or the policy holder from notifying the insurer in advance as is required under the terms of the insurance, the insuree and/or the policyholder is to ensure that the notification of the direct approach to the hospital is submitted as early as possible to the insurer's call center.**

6.2 **The receipt of the insurer's approval in any insurance event in which that approval is required, is a significant condition for the insurer's liability pursuant to this insurance. In the event that the insuree has not approached the insurer in order to receive its approval in advance, the insurance payments will be reduced to the level of the amount that the insurer would have paid, were it to have been given notification in advance.**

6.3 The insuree is to deliver a letter of waiver of medical confidentiality to the insurer, which permits all of their doctors and/or any medical or other body or institution in Israel or abroad to pass all of the medical information that they hold and which relates to the insuree to the insurer.

6.4 The insuree or the policyholder, as the case may be, is to deliver details to the insurer, which relate to a claim as well as medical or other documents that are required for the insurer in order to clarify its obligation.

6.5 The insuree will make himself available, if this is required by the insurer, for medical checking by a doctor/ doctors on behalf of the insurer and at the insurer's expense, and solely that the check will be reasonable, the insuree can at any time seek to exhaust the rights that are afforded to him under the policy in Court.

6.6 The insuree is entitled to receive from the insurer, on demand, a letter of monetary commitment to a provider of service, which will enable him to receive medical service as detailed in the chapters of the policy and solely that the entitlement pursuant to the policy is not in dispute.

6.7 The insurer will pay the insurance payments directly to the provider of the service in the agreement.

6.8 The insurance payments to which the insuree is entitled, in respect of the refund of expenses that have been paid in Israeli currency – will be paid in Israeli currency and will be linked to the Consumer Prices Index from the time of their payment by the insuree and up to the time of the payment of the insurance payment. The insurance payments pursuant to this policy will be paid in Israeli currency, in accordance with what is set forth below.

For the purpose of testing the limit of the liabilities, the insurance payments to which the insuree is entitled, in respect of the refund of expenses that have been paid in Israeli currency, will be calculated in accordance with the Dollar value of each payment in accordance with the type of exchange rate in accordance with which the insuree paid the insurance premiums, which is known at the time of the execution of the payment of the insurance payments. For the purposes of this section "Index" – the Consumer Prices Index that is published by the Central Bureau of Statistics or in the absence of such a publication, the index that will be published by another official body, which may replace it or any index whatsoever, that may be designated for health services.

6.9 The insurance payments to which the insuree is entitled, in respect of the refund of expenses that have been paid in a currency other than the Israeli currency – will be converted from the currency in which they have been paid into US Dollars, and from that currency into Israeli currency, in accordance with the known exchange rate at the time of the payment of the insurance payments for the type of exchange rate in accordance with which the insuree paid the insurance premiums.

6.10. The insuree will not be entitled to insurance payments, which exceed the amount of the insurance, and the insurer will pay to the insuree and/or to the providers of services in the agreement up to the level of that amount.

7. <u>The manner of the receipt of the service</u>

7.1 The insurer will indemnify the insuree for expenses in respect of medical services that have actually been provided to the insuree and/or for medical expenses that are covered in this policy, which have been submitted for payment by the provider of the service in the insurance period, all of which is subject to the terms of and the exceptions in the policy.

7.2 The insuree has two paths available for him for the receipt of medical services – by means of providers of service in the agreement and by means of providers of service that are not in the agreement.

7.2.1 **The receipt of services by means of providers of service in the agreement**: The insurer will pay the expenses for the medical treatment directly to the provider of the service, in such manner that the insuree will only bear the payments that are detailed in the limits of liability and self deductions table (in the event that such exists), in accordance with the type of the service. The insuree is to refer for the receipt of the medical service to a supplier of service whose name is mentioned in the list of providers of service in the agreement. The insurer's payments to the provider of service will be executed in accordance with the agreement, which has been set between the provider of the service and the insurer for the provision of services pursuant to the terms of the policy.

7.2.2 **The receipt of services by means of providers of service that are not in the agreement**: The insuree is entitled in accordance with its judgment to refer for the receipt of medical services, as detailed in the limits of liability and self deductions table, to providers of services who are not in the agreement. In this possibility, the insuree will bear the full cost of the medical treatment and will be entitled to a refund from the insurer after deducting the self participations that are detailed in the self deductions table for a supplier that is not in the agreement. The refund will be executed within 30 days from the day on which the insurer has all of the documents that are received for the clarification of its obligation and this includes, receipts evidencing the actual payment to the supplier of the service.

A condition for the payment of the insurance payments on this path is the filling in of all of the detailed on the pre-approval form and on the claim forms, which the insurer has set, and the delivery of additional details, all of which is to be in accordance with the insurer's requirements and subject to the terms of the policy and subject to the limits of liability that are detailed in the self participation table for a provider of service who is not in the agreement and this insofar as the claim is indeed covered. The insuree is to deliver all of the information, including the diagnosis by the doctor who provided the treatment and the medical documents that are required for the insurer to clarify the claim. The insuree is to deliver the abovementioned information to the insurer at the stage of the receipt of the pre-approval or after the receipt of the medical service, in accordance with the type of the service that is detailed in each of the chapters of the policy. The insuree is to furnish the documents that are required as well as a waiver of medical confidentiality, in accordance with which he permits the provider of the service and/or any other body and/or institution to deliver any information that relates to the insuree's medical state.

7.3 The insurer is entitled to be updated directly opposite the insuree's personal doctor and/or care provider regarding the substance of the medical treatment that is required, its extent and its timing and to update him regarding the existence of providers of service, who are appropriate for the provision of the service that is required subject to the doctor's approval.

8. <u>The cancellation of the policy</u>

8.1 Every insuree is entitled to demand the discontinuation of the insurance for them at any time in the course of the period of the agreement, subject to their delivering notification to the insurer and the policyholder in writing. If such notification has been delivered, the insuree's insurance policy will be cancelled three days from the time at which the insuree's request is received in the company. The insurer is to send notification regarding the cancellation of the policy to the insuree close to the time of the receipt of the request for cancellation by the Company in which it will denote, inter alia, the time at which the policy will be cancelled.

8.2 The insurer is entitled to cancel the policy in any case in which it is afforded that right in accordance with the Insurance Contract Law.

8.3 In addition to linkage differentials, interest will be added at the time of the payment of the insurance premium, which has not paid on time, in accordance with the Adjudication of Interest and Linkage Law – 1961 and this from the day on which the arrears arose and until their actual settlement by the policyholder.

8.4 Despite what is stated in this section, if an insurance event has occurred which is the actual receipt of treatment, pursuant to the provisions of Chapter A, before the cancellation of the policy, the insuree will be entitled to the receipt of service in respect of the insurance event up to 90 days after the cancellation of the policy.

9. The extension of the insurance and insurance continuity

9.1 Insurance continuity means joining this policy without a waiting period and without a qualification period and without a previous medical condition – including if a change has occurred in their medical condition in the previous insurance period. It is agreed that if special exceptions have been determined for an insuree within the framework of the underwriting that was done for him when he joined the previous insurance, those exceptions will also apply to this policy.

9.2 Full insurance continuity will apply to an existing insuree who has not yet completed their insurance period in Harel and who has afterwards asked the policyholder to attach him to this policy as a continuation of his stay in Israel within the framework of the policyholder's study programs. **The insurance period in the insurance continuity may not exceed 5 years except in special cases which will be approved by the insurer subject to an exceptional request from the policyholder.**

9.3 Full insurance continuity will apply to an existing insuree, who was an insuree in the previous policy in Harel and where the timing of the termination of his insurance applies at the time that this agreement enters force and the policyholder has requested to attach him to this policy as a continuation of his stay in Israel within the framework of the policyholder's study programs.

9.4 Insurance continuity will apply in respect of an insuree who may request to extend his stay in Israel beyond the insurance period with the policyholder subject to the provisions of Section 9.5 below.

9.5 **Continuity in the event of the termination of the study program at the policyholder and/or studies on a doctorate path**

An insuree who seeks to extend his stay in Israel beyond the policyholder's study program, or in the case of an insuree who continues to doctorate or post-doctorate studies, will be entitled to purchase a private insurance policy at his expense with full insurance continuity without a qualification and/or a waiting period, without a qualification in respect a previous medical condition. The insurance continuity will apply to the overlapping covers. Regarding insurees for whom underwriting conditions have been set in the collective policy, the underwriting conditions will remain in force in the private policy as well.

9.5.1 The insurance continuity will be safeguarded for a period not exceeding 10 days from the end of the insuree's collective policy and solely that the insuree/ someone acting on their behalf has approached the insurer in order to arrange the purchase of the individual policy at his expense. The insurance premiums will also be paid for the period of the entitlement, i.e. the first 10 days from the time of the end of the collective policy.

9.5.2 The insurance period in the private insurance policy may not exceed five years unless explicit agreement has been given by the insurer to extend it beyond that period. The insurance premiums for the private insurance policy will be in accordance with the insurance premiums that are customary in the Company at that time.

10. **The level of the medical service**

The insurer undertakes to provide an insuree in accordance with this policy with the medical services for which the insuree is entitled to the covering of expenses, in accordance with medical judgment, at a reasonable quality, within a reasonable time, and at a reasonable distance from his place of residence or from the place where the insurance event occurred, as is customary in the State of Israel. The insurer will not have any liability whatsoever for the quality of the medical and/or the other services that are provided to the insuree within the framework of this insurance. The insurer is not responsible for any damage that may be caused to the insuree and/or to any other person, directly or indirectly as a result of the insuree's choice and/or his referral by the insurer to providers of medical and/or other services and/or as a result of professional services on the part of the providers of the services.

11. **Insuree's card**

The insurer will issue a card for each insuree whose insurance period exceeds 30 days, which will contain the insuree's and the policyholders' identifying details, as well as the telephone number of the insurer's telephone call center.

12. **Service call center**

The insurer undertakes to set up and operate a service call center, which will operate24 hours a day every day of the year and which will provide the insurees and the policyholder with all of the information and assistance as is required under the covers pursuant to this policy and the definition of the term "service call center" in the introduction chapter.

13. **The receipt of the medical treatment**

An insuree that needs medical treatment is entitled to refer to the service call center, which will make sure to refer the insuree to the closest provider of service to his location. In the case of a medical emergency situation, the insuree is entitled to refer directly to a hospital and is to ensure that notification of this is submitted to the service call center as soon as possible.

14. **Obsolescence**

The obsolescence period for a claim for insurance payments is 3 years from the time of the occurrence of the insurance event. For grounds for a claim which is disability from an accident, this will be counted as from the time at which the right arises for the insuree to claim insurance payments pursuant to this policy.

15. **The applicability of the Insurance Contract Law**

The provisions of this policy are subject to the provisions of the Insurance Contract Law – 1981. In any case of a discrepancy between what is stated in the policy and the provisions of the Insurance Contract Law, the provisions of the Insurance Contract Law shall apply, unless it has been made conditional otherwise in favor of the policyholder and the insuree in this policy.

16. **Double insurance**

16.1 The insurer will be liable, separately vis-à-vis the insuree for the full amount of the insurance payments up to the level of the ceiling that has been set in the policy, even if the insuree was entitled to the covering of the expenses that are being paid for the insurance event also under another health insurance policy whether with the same insurer and whether with another insurer.

16.2 In policies where the insurance payments pursuant to them is paid in accordance with a percentage of the damage that has been caused, the insurers will beat the burden of the charge between them in accordance with the ratio between the ceilings of the insurance payments that relate to the insurance event as determined in the insurance policies.

16.3 If the insurance events in accordance with this policy and the attached appendices, are covered wholly or partially by more than one insurer for overlapping periods, the insuree is to notify the Company about this in writing immediately upon the submission of the claim.

16.4 The provisions of this section shall not apply in respect of covers that are defined as compensation and not as a refund of expenses under indemnification.

16.5 If the insuree has a right of indemnification as a result of the insurance event vis-à-vis a third party, other than under the force of an insurance contract, that right is transferred to the insurer from the time that it paid insurance payments to the insuree and at the rate of the payments that a third party has paid in this section, including the health funds.

16.6 The insurer is not entitled to use a right that has been transferred to it pursuant to this chapter in a manner that will impair the insuree's right to collect indemnification from the third party in excess of the insurance payments that he has received from the insurer.

17. **<u>The structure of the policy and the level of the insurance premiums</u>**

17.1 **The structure of the policy: the policy is built from a basic band that contains the possibility of purchasing an expanded band.**

A. Basic cover for all of the insurees who will be insured in accordance with the terms for the basic band.

B. Students whose study program includes staying abroad, whether for a holiday in their country of origin and whether as part of the study program within the framework of which they undergo special training abroad, will be insured in the expanded brand.

17.2 **Payment of the insurance premiums**

17.2.1 The insurance premiums for the insurees are payable by the policyholder to the insurer subject to the receipt of reports and payment demands from the insurer to the policyholder.

17.2.2 The payment demand is to include all of the details of the insurees, the insurance period, the insurance tariff, with adjustments for the study program.

17.2.3 The insurance premiums that are paid by the policyholder will be for every insuree for a study year/ part thereof in the case of the shortening of the stay and which are to be paid to the insuree by check or by bank transfer within 30 days from the time of the receipt of the demand for payment.

17.2.4 Insurance premiums that are paid by the insuree are to be paid by means of personal collection in accordance with a demand by the insurer.

17.2.5 The insurance premiums are linked to the representative exchange rate of the Dollar on the day of payment.

17.3 **Reconciliation/ updating of the insurance premiums**

At the end of each month, a financial reconciliation is to be performed in respect of the payment of additional premiums that the policyholder is to pay to the Company for additional insurees who have joined in the course of that month whilst taking into account insurees to whom the insurance has ceased to apply in the course of that month. The insurance premiums will be calculated in respect of each insurance day.

18. **<u>Non-payment of insurance premiums by the policyholder</u>**

18.1 The insurer is to give notification in writing that the monthly insurance premiums have not been paid and is to give an extension for the payment of the monthly insurance premiums for an additional 60 days after the payment time as determined in this agreement. During the period of the extension that is detailed above, at least two reminders will be sent by the Company (on the passage of 15 days and on the passage of 30 days) regarding the debt that has not been paid. During this period, the insurance agreement will remain in force. If the insurance premiums have not been paid to the Company by the end of the period of the extension, the Company will be entitled to cancel the insurance pursuant to this insurance agreement. Such notification is also to be sent to the insuree.

18.2 In the event of the cancellation of the insurance as a result of non-payment, as aforesaid, the policyholder will be given one of the following possibilities within 90 days from the time of the cancellation:

A. To renew the insurance by means of the payment of the insurance premiums from the time of the renewal and thereafter, without paying the insurance premiums that are in arrears. In this case the insurance will be renewed on the day on which the insurance premiums are paid and the Company will not be liable for insurance events that have occurred from the time of the cancellation of the insurance and up to the time of its renewal.

B. To renew the insurance by means of the retroactive payment of all of the insurance premiums that are in arrears with the addition of interest and linkage differentials from the time at which the debt arose and up to the time of the actual payment. In this case the Company will be liable for insurance events that have occurred from the time of the cancellation of the insurance and up to the time of its renewal.

C. After 90 days have passed from the time at which the debt for insurance premiums arose, no duty will apply to the Company to renew the policy in accordance with this insurance agreement.

19. The updating of the insurance premiums

The updating of the insurance premiums will be in accordance with what is stated in the agreement between the policyholder and the insurer.

20. Notifications for the parties

20.1 Notification by the insurer to the insuree and/or to the policyholder will be given in accordance with their last address, which is known to the insurer.

20.2 Notification by the policyholder and/or the insuree to the insurer is to be given to its office, as mentioned by it in the insurance documents or any other address to which the insurer has requested that notifications be sent by the policyholder and/or the insuree.

20.3 The insuree is to notify the insurer of any change of address. Notification that is sent by the insurer to the insuree's last address that is known to it will be deemed to be notification that has been delivered properly.

21. Judicial location

The exclusive and sole judicial location on all matters connected to and deriving from this policy will be an authorized court in Israel alone and in accordance with the law in Israel alone and there shall be no judicial authority for any other court whatsoever.

22. General exemptions for all of the covers in the policy

The insurer will not be liable and will not be required to pay insurance payments in accordance with one or more of the chapters of the policy, if the insurance event is the direct result of and/or the insurance event derives from:

22.1 **The insurance event occurred before the date of the state of the insurance (the start of the insurance will be the data on which the insuree originally joined the insurance) or after the end of the insurance period.**

22.2 **A traffic accident as determined in the Compensation for persons injured in traffic accidents Law – 1975.**

22.3 **Injury at work, within the meaning of that term in the National Insurance Law (Combined Version) – 1995, Chapter E, and the regulations that have been promulgated thereunder.**

22.4 **The provision of services of any type and sort outside of Israel (whether if the insurance event occurred in Israel and whether outside of Israel), except for members of the New York Group, who are entitled to cover abroad in accordance with what is set forth in this policy.**

22.5 **Hospitalization or expenses other than at the time of hospitalization, as defined in this policy, which could be deferred until the insuree returns to his country of origin.**

22.6 **Medical services that have been provided to an insuree other than by means of providers of services in the agreement with the insurer unless approved explicitly by the service call center.**

22.7 **Alcoholism or the use of drugs or narcotic drugs by the insurer, unless the use is made in accordance with instructions from a doctor.**

22.8 **Pregnancy (except pregnancy of up to the 12th week that was first discovered in Israel), bed rest pregnancy, pregnancy outside the womb, pregnancy and birth risk, consultants and/or genetic consultants, monitoring before pregnancy and monitoring in pregnancy, abortion, except for the cessation of pregnancy that is required as a result of danger to the mother's life. Curettage, early birth, the birth of a premature baby, bed rest pregnancy, intensive care for newborns, care for premature babies/ babies that have been born, inoculations, routine treatment or checks for a child/ baby, operations or treatments that are connected to barrenness and fecundity.**

22.9 **Treatments relating to child development, including learning disabilities, speech therapy, occupational therapy and etcetera.**

22.10 **Drug treatment to prevent acquired immunodeficiency syndrome (AIDS) or for bearers of HIV.**

22.11 **Organ transplants.**

22.12 **Rehabilitation treatments or hospitalization, rehabilitation, preventative treatments, cosmetic surgery physiotherapy, (except where required following an accident), mechanotherapy, hydrotherapy, alternative medicine, homeopathy, alternative medicines, treatment programs, chiropractic treatment, Dead Sea treatments, which are provided to psoriasis patients.**

22.13 **Periodic testing, genetic testing.**

22.14 **Operations or treatment that are done for research, trial and investigative purposes.**

22.15 **Weight adjustment or treating obesity by an operation, and any form of bariatric surgery and/or gastric by-pass, except for consultation with a dietician for oncology patients, chronic kidney patients, diabetic patients, dialysis patients, cardiology patients, patients with anorexia, and with the recommendation of an expert doctor in the relevant field and up to three consultations in any insurance year.**

22.16 **The adjustment of the form of the body with the objective of improving a person's psychological, mental or emotional welfare such as a sex change operation.**

22.17 **Dental and gum treatments, including gum operations and including diseases that are sources in problems with gums or teeth or treatments that are performed by a dentist and except for emergency dental care as detailed in this policy.**

22.18 **Services for treating problems of impotence, sexual dysfunction, male or female fecundity, as well as artificial fertilization or artificial insemination treatments.**

22.19 **Within the framework of the basket of drugs, the following will not be covered – drugs that are intended for treating impotence, sexual malfunctioning, male or female fecundity, which are given within the framework of artificial fertilization or artificial insemination treatments. Preventative drug treatment for acquired immunodeficiency syndrome (AIDS).**

22.20 **Nursing hospitalization or other nursing services.**

22.21 **Experimental drugs, which have not been approved by the authorized authorities in Israel and not by the authorized authorities in countries that are recognized for treatment on the medical outline that is required for the insuree, experimental treatments of any type and sort.**

22.22 **Periodic checks, routine checks and/or monitoring other than as a result of an active medical problem, inoculations.**

22.23 **Mental health treatments and/or psychological treatments and/or psychiatric treatments.**

22.24 **Expenses in respect of medical accessories, except for accessories as a result of an accidental event, spectacles, contact lenses, hearing devices, prosthetics of any sort and type whatsoever.**

22.25 **Intentional self-inflected injuries or suicide, or an attempt at that, whether or not the insuree is sane.**

22.26 **An accident as a result of the insuree's participation in activities that are defined as extreme sports, unless they have been conducted in a group context in coordination with the policyholder. For the purposes of this section, an extreme sport will be considered to be the insuree's participation in a sporting activity in which there is increased risk, which generally includes one or more of the following components: speed, height and danger (above and below: extreme sport).**

Branches of sport that constitute extreme sport are detailed in the following list: mountaineering and/or mountaineering with a mountaineering guide and/or using ropes and/or other ancillary equipment, cliff climbing or descending from cliffs (abseiling), wall climbing. Flying in a hot air balloon, freefall parachuting, skiing or gliding, flying in aircraft other than civilian aircraft that are certified for carrying passengers, water-skiing, wave surfing, wind surfing, kayaking, using jet skis, rafting, diving using air tanks, boxing, wrestling and all sorts of contact fighting. Car racing, participation in sporting competitions, motorcycling, motocross, motor sports, horse riding, hunting. Snow skiing or ice skating, or any other sporting activity that is connected to sliding on snow, as detailed below: snow-skiing, snow-boarding, snow sleighs.

22.27 **Professional sporting activity, including participation in various sporting competitions as a sportsman who is registered in a sports group as a professional. For this purpose, "as a professional" means sporting activity that constitutes the insurees main engagement, whether or not it is accompanied by a monetary salary.**

22.28 **<u>Qualification because of a previous medical state</u>**

The insuree will not be liable for the payment of insurance payments in accordance with one or more of the chapters of the policy, in respect of an insurance event, the tangible cause for which is the regular medical course of a previous medical condition, which occurred for the insuree in the insurance period, subject to the following provisions;

22.28.1 **The validity of the exception for a previous medical condition will be restricted by time in accordance with the insuree's age at the time of the start of the insurance as follows:**

22.28.2 **If the insuree's age is less than 65 years when they joined the insurance – one year from the day on which the insurance starts.**

22.28.3 **If the insuree's age is more than 65 years when they joined the insurance – half a year from the day on which the insurance starts.**

22.28.4 **If the insuree was asked at the time of their acceptance to the insurance regarding his state of health, and they provided full details of a previous medical condition – they insurer will be entitled to qualify the extent of its obligation. This qualification is to be detailed on the insurance details page and will be in force for the period that has been detailed in it beside that same previous medical condition.**

22.28.5 **If the insuree has announced a previous medical condition and the insurer has not qualified the previous medical condition explicitly on the insurance details page – the insurance will be without qualifications or restrictions of any sort and type whatsoever on the subject of the previous medical condition.**

22.28.6 **There is nothing in the aforesaid that exempts the insuree from the duty of disclosure pursuant to the Insurance Contract Law, in respect of a previous medical condition.**

22.8.7 **If the insurer is exempt from its obligation as the result of a previous medical condition, as aforesaid, and the insurance contract has been cancelled and the insurer is convinced that it would not have made a commitment under that same insurance contract, even for higher insurance premiums, if it has known of the insuree's previous medical condition at the time of the making of the insurance contract, the insuree is to return the insurance premium that the insuree paid for the period of time up to the time of the cancellation of the insurance contract to the insuree, less the relative portion of the insurance premiums for the insurance cover for which insurance payments have been paid to the insuree. Linkage differentials are to be added to the insurance premiums, as stated in the Insurance Contract Law – 1981.**

22.28.8 **Despite the aforesaid, the insuree's right to receive medical services as stated in this chapter, which he needs in a medical emergency situation, which derives from the previous medical condition, in order to stabilize his medical condition, until a state that enables the continuation of his treatment outside of Israel, or to restrict the provision of other health services that are required for him as a result of a previous medical condition, in a period of 30 days after the confirmation of the doctor as aforesaid, or the determination regarding the stabilizing of his medical condition, as aforesaid.**

22.28.9 **In a case in which the insuree's entitlement to health services has been restricted as a result of a previous medical condition, the insuree will pay the insuree full payment of expenses that are connected to his flying from Israel in any case in which his medical state required medical accompaniment or other special arrangements when flying.**

22.29 **The timing of start of the insurance for an existing insuree is the time of their joining the previous insurance, as defined in the general terms for this policy, this exception will not apply to an existing insuree as defined in this policy. If qualification were determined for an existing insuree in the previous insurance, they will also apply at the time of the renewal of the insurance.**

22.30 **The qualification in respect of a medical condition will not apply in the case of an allergy and/or asthma whether or not this was declared before his joining the insurance.**

Chapter A – Cover for Medical Services

1. **Introduction**

This chapter grants the insuree the medical service that are detailed in this section, in the extent of entitlement and with the exception of defined services that will be set forth below.

2. **Definitions for this chapter**

2.1 **Emergency room** – a department that is adjacent as an integral part of a general hospital in which the insuree stays before they are hospitalized in the hospital and/or released to their home.

2.2 **Hospitalization expenses** – hospitalization of the insuree in a general/ public hospital in Israel and the coverage of all of the insuree's treatment costs during the hospitalization, **for up to 90 days of hospitalization**, including hospitalization for intensive care or in an operation room or in any other department or unit in the hospital, as may be required by the hospital, including: doctors' fees, bandages, stitches, plaster casts or medical supplies that are required for the purposes of the treatment, medicines in the course of the hospitalization, medical accessories that are required in the course of the hospitalization or operation, radiation, chemotherapy, dialysis, laboratory checks, blood and blood components transfusions, the provision of oxygen and other gases, anesthetics, rehabilitation care for the insuree that is provided as a direct continuation of the insuree's hospitalization and etcetera. **The policy does not cover expenses relating to rehabilitation that is provided to the insuree in a rehabilitation institution.**

2.3 **Expenses other than when hospitalized** – all of the expenses in respect of the medical services that are provided to the insuree other than when hospitalized by providers of services that are connected under an agreement with the insurer for the provision of services pursuant to this policy, and which are determined in the second addition to the Health Law, **except for all of the expenses that are excepted in the terms of this policy**.

2.4 **Primary doctor** - a general doctor, who is not an expert, or an expert doctor in family medicine or an internal medicine doctor or a gynecological doctor, who is connected under an agreement with the insurer for the provision of services pursuant to this agreement.

2.5 **Medical event** – a disease or accident that has occurred for the insuree during the course of the insurance period, except for a disease or accident that has been excepted and/or restricted in this policy. In the event that the issue is with a previous medical condition, what is stated in Section 22.28 of the chapter on general conditions will apply.

2.6 **Elective hospitalization** – hospitalization the need for which was expected, and where the acceptance of the insuree to the hospital for the purpose of the performance of the operation is not done by means of a referral to the emergency room as an urgent case but rather, the insuree has been referred for hospitalization by an expert doctor from a clinic (including one of the hospital's outpatient clinics).

2.7 **Diagnosis institution** – an institution that performs EG, EMG, audiometric, and ergonometric tests, which is connected by an agreement with the insurer for the provision of services in accordance with this policy.

2.8 **Imaging institution** – an x-ray, ultra-sound (US), nuclear medicine, computerized tomography (CT) and echo-cardio graphology institution, which is connected by an agreement with the insurer for the provision of services in accordance with this policy.

2.9 **Insurance event** – an event or medical situation following which the insuree requires the services that are included in section 3 of this chapter.

2.10 **Basket of drugs** – all of the drugs that are included in the State Health Insurance Order (Drugs in the basket of health services) – 1995, as has been amended from time to time, at the time of the occurrence of a medical event that is defined as an insurance event in accordance with this policy.

2.11 **Pharmacy** – an institution that is authorized by law to sell and to market medicines to the public at large, which is connected by an agreement with the insurer for the provision of services in accordance with this policy.

2.12 **Diagnostic checks** – such as blood, urine, excrement, gastroenterology, EG, EMG, audiometric, ergometric testing, x ray photographs, ultrasound, nuclear medicine, CT, PET CT, MRI, echo-cardio graphology tests, to which the insuree has been referred by a doctor or a hospital.

2.13 **The payment that is customary** – a payment, including a guarantee or a deposit, which the insuree is to pay, in consideration for the payment of medical service(s) as is determined in this policy, and which has been determined in the second addition or in the third addition to the Health Insurance Law or in notification regarding terms and payments that the State has given permission to detail at the time that is set in the Health Insurance Law or in a proposal by a health fund pursuant to Section 8(A1) of the Health Insurance Law, which has been approved pursuant to Section 8(A2) of that law, and if there were various payments for that service in the said directives – the higher of them.

3. **<u>The insurer undertakes to bear the expenses that are connected to a medical event that is defined as an insurance event as follows:</u>**

3.1 Hospital expenses, as defined above.

3.2 Emergency room services in any of the general hospitals in Israel (and not only in the hospitals that are in the agreement) in each of the following cases: an emergency medical situation, a fracture of the shoulder blade or elbow, a wound that requires fusion or stitching, or any other means of closure, the suction of a foreign body in the airway, the penetration of an eye by a foreign body, cancer treatment, hemophilia or cystic fibrosis, a referral that has ended in non-elective hospitalization.

It is clarified, in order to remove any doubt, that in the cases that are detailed above, the insuree is entitled to refer to an emergency room without any need for any pre-approval whatsoever. If the insuree has approached an emergency room, other than following the above mentioned circumstances, the insuree will be required to furnish a medical referral.

In the case of the treatment of cancer, hemophilia or cystic fibrosis, which has been diagnosed for the first time in the insurance period, cover will be provided in accordance with what is detailed in section 22.28.8.

3.3 **The receipt of elective medical services** – the receipt of elective medical services, including diagnostic checks will require pre-approval from the service call center, unless they have been required by a provider of medical services in the agreement. It should be clarified that routine medical treatment of medical monitoring do not require approval in advance.

3.4 **First aid** – first aid that is provided to the insuree by a first aid station that is run by Magen David Adom, in a case of emergency only.

3.5 **A visit to a family doctor/ children's doctor and/or expert doctor** – a visit by the insure to a family doctor/ children's doctor and/or expert doctor for the purpose of diagnosis and/or consultation and/or treatment, deriving from the insuree's medical state.

3.6 **Transfer by an ambulance/ taxi** – the transfer of the insuree in an emergency situation to an emergency room and/or a hospital in which the insuree is hospitalized to another hospital, as a result of medical circumstances that are connected to their state of health, which does not enable him to reach the emergency room by other means of transportation and solely that the insuree's transfer by ambulance or taxi ends in hospitalization.

3.7 **Medical evacuation expenses** – emergency transportation by air as a result of the insuree's medical state, to a hospital or the closest airfield to the hospital to which the insuree is evacuated or transferred, or to their country of origin, as the case may be, in accordance with the insurer's opinion, including emergency transportation by land, which is necessary before and after transportation by air.

3.8 **Medicines subject to the following format:** Cover will be provided for prescription medicines that have been purchases in accordance with instructions from a doctor and in accordance with a medical prescription, except for medicines that have been excepted in this policy. For prescription medicines that have been purchased in pharmacies that are not in an agreement, a self deductible, which is defined in the policy will be deducted.

3.9 **Emergency dental treatment** – emergency dental treatment that has been performed solely as first aid as a result of an accident of a sudden outbreak of toothache, in one of the dental clinics that are connected in the agreement with the insurer and only in the event that the insuree needs that treatment as first aid, and up to a maximum amount of $500 per insurance year.

3.10 **Cover will not be given for dental treatment other than in an emergency case** – despite the aforesaid, if the insuree receives these treatments from a provider in an agreement, a discount will be given at a rate of 25% on the provider of service's pricelist, subject to notification 24 hours in advance to the service call center that the insuree will visit a supplier in an agreement.

3.11 **Visit by a doctor service** – in addition to the services that are detailed, the insurees (from any group) will be entitled to home visit services by an English speaking doctor 24/7 all year long. The service will be provided in the insuree's place of residence within three hours of the time of the approach to the call center. Such service will also be provided to a place where the insuree is travelling.

3.12 **Treatment of a serious illness will only be provided subject to what is stated below:** in the case of a serious illness, which has been diagnosed for the first time in the insurance period, all of the medical expenses that are required until the insuree's medical state has been stabilized so as to enable his return to his country of origin will be covered by the insurer throughout the receipt of the medical treatment and solely that there is an array of medical services in his country of origin that will enable the continuation of the medical treatment that is required by the insuree to be received.

It should be clarified that upon the insuree's return to his country of origin as a result of the discovery of a serious illness, the insuree's insurance will come to an end and he will not be entitled to continuation treatments abroad even if he belonged to the New York Group.

A serious illness: cancer and/or MS and/or multiple sclerosis and/or CVA (a stroke with irreversible brain damage as a result an accident and/or muscular dystrophy and/or Parkinson and/or renal failure and/or terminal liver disease and/or liver failure and/or severe aplastic anemia and/or Lupus and/or Anyloidosis. The definition of one of the above mentioned diseases will be subject to the definitions in the directives for the insurance of serious diseases in Insurance Circular 2015-1-17 as well as hemophilia and Cystic Fibrosis.

3.13 **Pregnancy up to the 12th week, which has been revealed for the first time in Israel.**

3.13.1 Pregnancy up to the 12th week (inclusive) that has been revealed in the insuree for the first time in Israel in the case of a pregnancy of up to a week that has been discovered for an insuree for the first time during the course of her stay in Israel, the insurer will bear the medical expenses that are detailed below:

3.13.1.1 Medical expenses other than during hospitalization that is connected to and/or derives from pregnancy.

3.13.1.2 Medical expenses at the time of hospitalization abroad as a result of pregnancy.

3.13.2 **It should be clarified that the insurer will not pay expenses or claims as a result of pregnancy deriving from one or more of the following cases:**

3.13.2.1 Expenses that have been expended after 12 weeks (except for hospitalization that began before the 12th week and continued beyond the 12th week).

3.13.2.2 Pregnancy monitoring expenses.

3.13.2.3 Routine checks and genetic checks.

4. **Instructions for the receipt of the services pursuant to the policy**

4.1 **First aid**

An insuree who need a general doctor, who is not an expert or an expert doctor in a family doctor or an internal medicine doctor or a gynecologist may refer to any doctor who is connected in an agreement with the insurer for the provision of services pursuant to this policy without the need for the insurer's approval, however it is necessary to refer to the service call center to receive approval for a referral to a doctor who is not in an agreement.

4.3 **Medical assistance other than first aid**

An insuree who need to see an expert doctor can refer to any expert doctor who is connected in an agreement with the insurer for the provision of services pursuant to this policy on condition that they are referred for this in writing by a primary doctor or are referred by the service call center. An approach to a provider of service that is not in the agreement is subject to the limit of liability and the self deductibles that are set forth in the table of limits of liability.

4.3 **Medical institutes**

An insuree who needs to undergo checks in an imaging institute and/or a diagnostic institute as defined above and/or a gastroenterology institute and/or laboratory checks is to refer to the service call center in order to receive approval for the execution of the above mentioned activity and/or activities in institutes that are connected in an agreement with the insurer for the provisions of services pursuant to this policy, after having been referred to them in writing by the primary doctor or an expert doctor.

The approval or the notification of refusal will be given within a reasonable time and no later than 7 days from the time of the request from the treating doctor (the primary doctor or the expert doctor), and in any event the length of the approval process may not endanger the insuree and/or harm the treatment environment that he is entitled to. An approach to a provider of service that is not in an agreement is subject to the limit of liability and the self deductibles that are set forth in the limits of liability table.

4.4 **Elective hospitalization**

The determination of the need for elective hospitalization will be made by the primary doctor and/or the expert doctor who is treating the insuree.

The approval or the notification of refusal will be given within a reasonable time and no later than 7 days from the time of the request from the treating doctor (the primary doctor or the expert doctor), and in any event the length of the approval process may not endanger the insuree.

4.5 **Emergency room**

An insuree who needs emergency room services in one of the general hospitals in Israel as set forth in the policy, will be entitled to refer to the emergency room without any need for any approval in advance whatsoever.

An approach by the insuree to an emergency room in any other case will require the insuree to furnish approval in advance from the doctor that is treating him (whether the primary doctor or the expert doctor).

4.6 **Pharmacies**

An insuree who needs prescription medicines that are covered in accordance with this policy, can receive the medicines against a medical prescription that is to be given by the primary doctor and/or an expert doctor that is connected in an agreement with the insurer for the provision of services pursuant to this policy and in pharmacies in an agreement with the insurer.

4.7 **Self deductible**

In accordance with the limits of liability table in this policy, the self deductibles will be payable before the receipt of the service and will constitute a pre-condition for the receipt of the service.

It is declared and agreed hereby that the insurer's limit of liability pursuant to Chapter A and Chapter B may not exceed $200,000 for an insurance period.

Chapter B – Special Expenses

The cover in this chapter is in addition to the cover in Chapter A

1. The insurer will pay special expenses following a medical event that has been defined as an insurance event in Chapter A, as follows:

   1.1 **Transfer of a body**: In the event of the death of the insuree, expenses for the transfer of his body from Israel to his country of origin, up to a maximum amount of $5,000 and solely that the expense is not paid by any other body whatsoever.

2. **Medical flight expenses –** being flown in a regular aircraft flight and/or in a special aircraft with the accompaniment of a medical team that is appropriate from the medical perspective for the condition of the insuree, who is being transferred from Israel to their country of origin abroad, on condition that the insurer's doctor has determined that the need for medical intervention may arise in the course of the flight and on additional condition that the medical flight is possible and necessary from a medical perspective. The insurer will bear the insuree's expenses in respect of special medical flights as defined above. In the event of an insurance event in accordance with this policy (an event for which the insuree will be entitled in respect of it to the refund of hospitalization expenses) and will transfer the insuree to their country of origin for continuation of the treatment. The manner of the transfer will be determined exclusively by a doctor on behalf of the insurer, after having received exact information on the insuree's medical state and the possibility of treating the insuree in the place in which they fell ill or were injured. The insurer's liability in accordance with this section is conditional upon approval in advance on the part of the insurer and the execution of the flying to abroad by means of the insurer and/or a party acting on its behalf alone.

It is declared and agreed hereby that the insurer's limit of liability in accordance with Chapter A and Chapter B may not exceed $200,000 for an insurance period.

MENORA MIVTACHIM

Table of limits of liability and self participation in the policy

The cover	Limit of liability	Self deductible (supplier in the agreement)	Self deductible where the supplier in not in an agreement with the insurer	Self deductible (supplier that is not in the agreement)
Medical expenses when hospitalized and not for hospitalization	$200,000	No self deductible		
Medical expenses when hospitalized				
Number of days of hospitalization	90 days			
Details of medical expenses other than when hospitalized:				
Treatment/ consultation with a doctor	Included in the limit of liability	No self deductible	Up to $40 and up to 3 consultations in an insurance year	25%
Laboratory checks, bandaging, X-ray pictures	Included in the limit of liability	No self deductible	Up to an overall amount of $500 in an insurance year	$50
Visit to an emergency room	Included in the limit of liability	No self deductible	No cover	No cover
Medicines	Included in the limit of liability	No self deductible	Included in the limit of liability	$25
Medical evacuation expenses	Included in the limit of liability	No self deductible	Included in the limit of liability	No self deductible
Expenses for transfer by ambulance and on condition that it ends in hospitalization or is done with a referral by a doctor	Included in the limit of liability	No self deductible	Included in the limit of liability	No self deductible
Travel in a taxi in an emergency event and on condition that it ends in hospitalization	Included in the limit of liability	No self deductible	Included in the limit of liability	No self deductible
Emergency dental care	Included in the limit of liability	No self deductible	Up to $150	20%
Medical flight	Included in the limit of liability	No self deductible	No cover	No cover
Treatments that are connected to AIDS	Included in the limit of liability	No self deductible	No cover	No cover

The full terms and exceptions are in accordance with what is detailed in the policy

Expansion for medical expenses abroad for Group A New York alone

Appendix for medical expenses abroad for students from abroad

Insurees who belong to Group A New York, as defined in Section 1.3 of the chapter on definitions will be entitled to cover in respect of medical events abroad and this subject to the provisions that are set forth below:

1. **The cover will be provided to students belonging to Group A New York alone and not to members of their family.**
2. **The cover will be provided subject to the limits of liability and the conditions that are set forth in the appendix for the expansion for medical expenses abroad, which follows:**

Definitions and general conditions:

The definitions in this chapter will apply to all of the chapters and the parts of the policy (including expansions to the policy), unless it is stated otherwise explicitly in one of the chapters of the policy and/or the expansions

1. **Definitions**

1.1 **Event/ medical event** – an accident or illness as defined below, which has occurred to the insuree abroad during the course of the insurance period.

1.2 **The insurer's internet website** – www.menoramivt.co.il.

1.3 **Hospital** – an institution abroad and/or in Israel, which is recognized by the authorized authorities as a general hospital and which serves solely as a hospital **except for a mental health institution, a sanatorium, recuperation center, recovery center, clinic or rehabilitation institution.**

1.4 **Limit of liability** – the maximum amount of cover that the insurer undertakes to pay to an insuree on the occurrence of an insurance event pursuant to the terms of the policy and the destination for the trip.

1.5 **Dollar** – the US Dollar.

1.6 **Insurance details page** – a document that is attached to this policy and which constitutes an integral part of it, and which includes the number of the policy, personal details of the insuree, the insurance period, the insurance premium, the exceptions and the special conditions if any, and etcetera.

1.7 **Expenses other than when hospitalized** – payment for the following medical services that have been provided to the insuree abroad: treatment by a doctor and/or diagnostic tests and/or medicines and/or X-ray photos and/or imaging and/or an accessory **that is lent** in connection with an accident (such as crutches or a walking frame), which have been given to the insuree abroad, **other them when hospitalized, in a hospital or in a sanatorium** during the insurance period.

1.8 **Medical flight expenses –** being flown in a regular aircraft flight and/or in a special aircraft with the accompaniment of a medical team that is appropriate from the medical perspective for the condition of the insuree, who is being transferred from abroad to Israel ore their country of origin and subject to the conditions that are set forth in Section 1.3 of Chapter A (medical expenses when hospitalized) in the policy. **This is on condition that a doctor on behalf of the insurer, in coordination with the doctor who is providing the treatment abroad, has determined that the need may arise for medical intervention during the course of the flight and on the additional condition that the medical flight is possible and necessary from a medical perspective.**

1.9 **The insuree** – a member of Group A New York whose name is denoted in the insurance details page as an insuree.

1.10 **The insurer** – Menora Mivtachim Insurance Ltd.

1.11 **Self deductible** – the insuree's share in expenses in respect of an insurance event as set forth in the policy and in the limits of liability table in the policy. It is clarified that the insurer's obligation to pay insurance payments where there is a self deductible for the insuree, will be made after the deduction of the self deductible and only in respect of the insuree's expenses in excess of this deduction.

1.12 **Abroad/ destination for a trip** – the USA or Canada.

1.13 **Disease** – a health defect or the existence of a health problem, the disturbance of the state of health of bodily organs, a bodily disturbance with signs or symptoms that can be identified, all of which in accordance with a doctor's certificate.

1.14 **Prescription** – A medical document that is signed by a doctor, which confirms the need for treatment with medicine, determining the manner of the treatment, the dosage that is required and the length of time that is required for the treatment.

1.15 **Emergency medical event** – circumstances in which the insuree is in immediate danger to his life or where there is immediate danger that the insuree will be caused serious or irreversible disability if urgent medical treatment is not provided.

1.16 **Insurance event** – an array of facts and circumstances that are described in any of the chapters of the policy, which if they occur afford the insuree entitlement to insurance payments pursuant to the relevant chapter in the policy.

1.17 **Journey** – One exit from Israel to abroad and back to Israel, within the insurance period as detailed in the insurance details page. It is clarified that upon the insuree's return to Israel, the insurance period will come to an end.

1.18 **Provider of the service** - a provider of medical services who treats people who are covered pursuant to this policy, in insurance cases that may occur abroad, whose identity may be determined from time to time by the insurer and between which and the insurer there is an agreement at the time of the claim pursuant to the policy for insurees under this policy and pursuant to its terms. Details of the commitment with the provider are as set forth on the insurer's internet website.

1.19 **Doctor** – a doctor who holds a valid license according to the law, who is engaged in conventional medicine (medical doctor) in accordance with the laws of the country in which he works, **except for the insuree or a person who is a close family member, as defined above and except for a dentist.**

1.20 **Accident** – bodily damage that has been caused as a result that has been caused as a result of the application of physical force alone, as a result of a sudden, non-recurring event that is not expected in advance, which has been caused directly by an external, visible factor, which without dependency on any other reason constitutes the sole, direct and immediate reason for the occurrence of the insurance event. **In order to remove any doubt, verbal violence and/or mental pressure and/or a cerebral event and/or an accumulation of repeated minor injuries over a period that cause injury and/or disability, will not be considered to be "an accident".**

2. **Notification of the occurrence of an insurance event**

If an insurance event has occurred, the insuree and/or anyone acting on their behalf is to notify the insurer of this immediately after they have become aware of the occurrence of the event and of their right to insurance payments. It is clarified hereby that the notification in and of itself does not constitute approval of the claim and/or approval for the payment of the insurance payments.

3. **Clarification of the insurer's obligation**

3.1 When notification has been delivered to the insurer about the occurrence of the insurance event and an insurance claim in writing for the payment of the insurance payments, the insurer must immediately do whatever is required in order to clarify its obligation.

3.2 The insuree or someone acting on his behalf is to deliver the information and the documents that are required in order to clarify the obligation to the insurer, within a reasonable time after being required to do so, and if they are not available to him, they must assist the insurer, insofar as they can, to obtain them.

3.3 The documents that are to be furnished to the insurer will be as follows, in accordance with the circumstances:

3.3.1 For hospitalization in a hospital abroad: a confirmation form and summary of the hospitalization in the hospital abroad in which the insuree was hospitalized.

3.3.2 Medical expenses abroad, other than during hospitalization: a document from the treating doctor that details the diagnosis and the treatment. As a condition for the payment of the insurance payments, the insuree is to deliver the receipts for such expenses to the insurer.

3.3.3 Medicines: a prescription from a doctor on the need for the purchase of the medicines with the attachment of receipts. The insuree is to submit his claim for insurance payments pursuant to this section to the insuree in Israel.

3.3.4 Travel ticket: the original ticket that was not used, the new ticket that was purchased and a medical document from the treating doctor evidencing the insuree's inability to make the journey at the time that was denoted in the travel ticket that was not used/ cancelled.

3.4 **The execution of the aforesaid by insuree and the submission of all of the documents that are detailed constitutes a significant condition for the insurer's obligation and for the payment of any indemnification pursuant to this policy.** Without detracting from the aforesaid, the insuree is to deliver a letter of waiver of medical confidentiality to the insurer, which permits all of his doctors and/or any other body or institution in Israel or abroad to transfer any medical information that they/ it are holding and which related to the insuree to the insurer. The use of the letter of waiver of medical confidentiality will be used for the purpose of receiving information to clarify the rights and obligations pursuant to the policy.

3.5 The insurance payments will be paid (or the claim will be dismissed) within 30 days from the day on which the insurer has the information and the documents that are required in order to clarify its obligation.

4. **The handling of claims**

4.1 Without the insurer's agreement in writing, the insuree is not entitled to admit to an obligation or to take up a commitment that binds the insurer.

4.2 The insurer will be entitled to manage any proceedings that derive from an obligation pursuant to this policy or that is connected to that claim, in the insuree's name.

5. **Self deductible**

A self deductible will be deducted from the insuree from any insurance event for which the insurer will pay insurance payments pursuant to this policy, as denoted in the policy, unless it has been determined otherwise, specifically in the policy and/or on the insurance payments page.

6. **General exceptions to all of the terms of the policy, its chapters and its expansions, unless it has been stated otherwise explicitly in one of the chapters of the policy and/or the expansions**

Without detracting from the exceptions that are determined in each chapter and in addition to them, the insurer will not pay insurance payments pursuant to this policy in respect of any claim(s) deriving from one of the following cases or which occurred in the course of or in connection with them:

6.1 **Ionized radiation, nuclear splitting, nuclear fusion, radio-active pollution or radio-active radiation of any sort whatsoever.**

6.2 **Active participation by the insuree in activity such as: war, invasion, activity by a foreign enemy, hostile acts, an act of war (whether or not a war has been declared), civil war, uprisings, a revolution, a revolt, a rebellion, military rule or unlawful coup, commotion, disturbances, acts of sabotage and terror.**

6.3 **Suicide or an attempt at suicide, insanity, alcoholism, the use of drugs other than in accordance with instructions from a doctor.**

6.4 **Extreme sporting activities or competitive sports, such as: mountaineering and/or mountaineering with a mountaineering guide and/or using ropes and/or other ancillary equipment, cliff climbing or descending from cliffs (abseiling), wall climbing, flying in a hot air balloon, wave surfing, wind surfing, kayaking, using jet skis, rafting, riding a banana, yachting, bungee jumping, freefall parachuting, skiing or gliding, boxing, wrestling and all sorts of contact fighting, diving using air tanks, participation in sporting competitions, horse riding, motocross, travelling on dust roads in a 4X4 vehicle, skateboarding, roller blades and etcetera. A list of the activities that are considered to be extreme sporting activities for the purposes of this section in the foreign travel policy, as they may be from time to time, is published on the Company's internet website, the address of which is: www.menoramivt.co.il, which constitutes an integral part of the terms of this appendix (it should be clarified that the full list is in accordance with what is published on the internet website at the time of the purchase of the insurance). This exception, regarding non-professional extreme sports will not apply in the event that the insuree has purchased a non-professional extreme sports expansion and the aforesaid is mentioned in the insurance details page that is attached to the policy.**

6.5 **Winter sports such as: skiing or skating on snow or ice or any other sporting activity that is connected to sliding on snow, as detailed below: snow skiing snow-boarding. snow-sleighs. A list of the activities that are considered to be winter sports activities for the purposes of this section in the foreign travel policy, as they may be from time to time, is published on the Company's internet website, the address of which is: www.menoramivt.co.il, which constitutes an integral part of the terms of this appendix (it should be clarified that the full list is in accordance with what is published on the internet website at the time of the purchase of the insurance). This exception will not apply in the event that the insuree has purchased a winter sports expansion and the aforesaid is mentioned in the insurance details page that is attached to the policy.**

6.6 **Car racing and participation in sporting competitions, off-road riding on bicycles or a motorbike.**

6.7 **Professional sporting activity within the framework of a sports association that is accompanied by a salary or training in a sports association that is accompanied by a salary.**

6.8 **Resultant damage/ damages of any sort and type whatsoever, including and without detracting from the generality of the aforesaid, a loss of enjoyment, pain and suffering, mental anguish, nursing assistance.**

6.9 **Riding and/or using a two wheel and/or a three wheel vehicle as a driver in a vehicle without an appropriate license and/or as a passenger with a driver in a vehicle without an appropriate license for the type of vehicle that is involved in an event, except in countries in which no driving license is required for that type of vehicle.**

6.10 **In addition to what is stated in Section 6.9, a traffic accident where an insuree has driven the motor vehicle without a license that is valid for the country where the event occurred.**

If there is no need for a driving license for the relevant vehicle in the country where the event occurred – cover only will be provided pursuant to this policy of the insuree had a valid Israeli license and/or a valid international license for the type of vehicle in which the insuree was the driver.

6.11 **Travelling expenses in a vehicle, including a bus, taxi, train, ship, scheduled passenger aircraft that is approved by the authorities, unless it is stated otherwise explicitly in the policy, visas, tax levies, costs of telephone calls, including mobile telephone calls, the sending of faxes, legal expenses and gees, interest, banking expenses and fines.**

6.12 **The insurer will not pay for damage and/or loss abroad of medical accessories, including all types of spectacles, optical spectacles, contact lenses, hearing devices, and various types of prosthetics.**

6.13 **The insurer will not cover medical expenses for activity that could have been deferred until the insuree returned to Israel.**

6.14 **Drug treatment to prevent acquired immunodeficiency syndrome (AIDS).**

6.15 **An organ transplant or organ transplants of any sort whatsoever, including a bone marrow transplant.**

6.16 **The insurer will not pay for the following types of treatment: mechanotherapy, hydrotherapy, alternative medicine, homeopathy, alternative medicines, treatment programs, acupuncture, treatment by a chiropractor, periodic checks, an operation and/or treatment of gums, dentistry (except for emergency treatment), treatments following an operation on gums or gums treatment.**

6.17 **A cosmetic –esthetic operation and/or treatment (plastic surgery).**

6.18 **The insurer will not pay for medical accessories that have been purchased in Israel and/or abroad, including optical spectacles, contact lenses, hearing devices and various types of prosthetics. Despite the aforesaid, a loaned device in connection with an accident (such as crutches/ a walking frame) will be covered.**

7. Notifications and declarations

7.1 Any change in the terms of the policy at the insuree's request, pursuant to what is stated in this policy and subject to the legislative arrangement, will only enter effect if the insurer has agreed to it in writing (in cases in which its agreement is required in accordance with the policy) and it has sent an updated insurance details page. There is nothing in the aforesaid that gives validity to the giving of an instruction or a notification that the giver of the notification does not have the authority to give.

7.2 In any case of a change of address, the policyholder or the insuree, as the case may be, must inform the insurer of this in writing. The insurer will have fulfilled its duty by sending notification to the last address that has been informed to it.

7.3 Every notification that is sent by post by the insurer to the policyholder or to the insuree or by them to the insurer in accordance with the updated address that is known at that time, will be considered to have been received in accordance with the law by the addressee within 72 hours from the time that the letter was delivered to Israel Post, which includes the notification.

Details of the insurance covers

Chapter A – Medical expenses whilst hospitalized abroad

1. **The Cover:** on the occurrence of a medical event, which required hospitalization abroad, which it is not possible from a medical perspective to defer until the insuree returns to Israel, the insurer will indemnify the insuree in respect of the hospitalization expenses, as follows:

   1.1 **Hospitalization expenses abroad**

   The payment for hospitalization and medical services that are provided in a hospital whilst hospitalized and including payment for the room – **in a department with 2 beds in a room (semi-private)**, diagnostic checks, operation room, surgeon's fees, intensive care, anesthetists and medicines. These expenses will be paid by the insurer directly to the hospital abroad by means of the provider of service or by means of the indemnification of the insuree for payments that have actually been made by him.

   1.2 **Expenses for the evacuation of the insuree to hospital**

   If the insuree's medical condition required his transfer to the closest hospital to the place where the insuree is located or his evacuation to another hospital, which is appropriate for his state of health, the insuree will be entitled to indemnification from the insurer for the evacuation and/or transfer expenses that have actually been made by him.

   1.2.1 **Evacuation/ transfer by land**

   If the insuree's medical state enables the insuree's evacuation and/or transfer to hospital by land transportation, insofar as this is appropriate for the insuree's medical state, in accordance with a medical evaluation by a doctor, the insuree will be entitled to the refund of such evacuation and/or transfer expenses.

   1.2.2 **Evacuation by air or sea**

   In an emergency medical situation, in accordance with a medical evaluation by a doctor, the insuree will be entitled to the refund of evacuation by air or by sea expenses from the place where the event occurred to the nearest hospital.

   1.3 **Medical flight to Israel by means of a provider of service:**

   1.3.1 The insurer will bear the expenses of a medical flight to Israel on the occurrence of a medical event that requires the insuree to be flown in a medical flight to Israel.

   1.3.2 The way in which the transfer of the insuree from abroad to Israel will be determined by a doctor on the insurer's behalf in coordination with the treating doctor abroad, after having received exact information on the insuree's medical state and the possibility of treating the insuree in the place in which they became ill or were injured.

1.3.3 For the purpose of determining the way in which the insuree is to be transferred from abroad to Israel, the insuree is to make himself available insofar as this may be required and as will be reasonable in the circumstances of the case, for a check by a doctor on behalf of the insurer.

1.3.4 **Without detracting from the generality of the aforesaid, it is clarified that the insuree can request at any time to exercise the rights that are afforded to him under this policy in a court in Israel.**

1.3.5 **In order to remove any doubt, flight tickers back to Israel that were held by the insuree are to be endorsed in favor of the insurer.**

2. **Limit of liability**

The overall limit of liability in respect of the covers that are set forth in chapters A, B and C (medical expenses whilst hospitalized, medical expenses other than whilst hospitalized and additional expenses) is $300,000. This limit includes all of the insurer's commitments in respect of medical and/or other expenses that are set forth in chapters A – C.

If the payments in respect of the covers that are set forth in this chapter are paid by the insurer directly to a provider of service (directly and/or by means of a provider of service), the payment will be up to the level of the tariffs that are generally acceptable for the service that is provided in the country in which the treatment is provided.

Chapter B – Medical expenses other than whilst hospitalized abroad

1. **The Cover:**

   On the occurrence of a medical event, the insurer will indemnify the insuree in respect of medical expenses other than whilst hospitalized, which it is not possible from a medical perspective to defer until the insuree returns to Israel, as follows:

   1.1 **Medical expenses abroad** – indemnification for medical treatment, diagnostic checks, and accessories on loan as a result of an accident (for example: crutches or a walking frame).

   1.2 **Medicines** – indemnification for expenses that have been expended by the insuree abroad for the purpose of purchasing prescription medicines, the need for which has been determined by an authorized doctor or recognized medical institute **and this up to an amount of $1,500 for the entire insurance period. Medicines that the insuree takes routinely will not be covered.**

   1.3 **Emergency dental treatment** – indemnification for expenses that the insuree has expended in respect of emergency treatment and first aids in dental clinics when staying abroad, which is required immediately solely and exclusively for the purpose of dealing with toothache and providing first aid, and/or for the purpose of having a necessary filling or checking a crown that has fallen out, which requires immediate treatment **and solely that the insuree has not organized the treatment in advance (hereinafter: emergency dental treatment).**

2. **Limit of liability**

   The overall limit of liability in respect of the covers that are set forth in chapters A, B and C (medical expenses whilst hospitalized, medical expenses other than whilst hospitalized and additional expenses) is $300,000. This limit includes all of the insurer's commitments in respect of medical and/or other expenses that are set forth in chapters A – C.

   If the payments in respect of the covers that are set forth in this chapter are paid by the insurer directly to a provider of service (directly and/or by means of a provider of service), the payment will be up to the level of the tariffs that are generally acceptable for the service that is provided in the country in which the treatment is provided.

3. **Self deductible**

   The insurer's obligation for the payment of insurance payments in respect of the covers that are detailed in this chapter will be after the deduction of a self deductible in an amount of $50 per insurance case and only in respect of the insuree's expenses in excess of this deductible.

Chapter C – Additional expenses

The insurer will indemnify the insuree for additional expenses in respect of a medical event, as follows:

1. **The Cover:**

   On the occurrence of a medical event and subject to the conditions that are set forth below, the insurer will indemnify the insuree for additional expenses, as follows:

   1.1 **Flight ticket**

   On the occurrence of a medical event to the insuree, which does not enable him to fly at the original time, subject to instructions from the doctor treating him, the insurer will near the expenses of a flight ticket to Israel for the insuree as well as for one companion alone **up to the ceiling that is denoted in section 2 of this chapter on the matter of a flight ticket.**

   1.2 **The transfer of a body by mean of a provider of services**

   In the event of the death of the insuree, as a result of a medical event that is cover pursuant to this policy, the insurer will bear expenses for the transfer of his body from the place where the event occurred to Israel or to his country of origin, by means of a provider of services up to a maximum amount of $5,000 and solely that the expense is not paid by any other body whatsoever.

   1.3 **Pregnancy up to the 12th week, which has been revealed for the first time abroad.**

   In a case of pregnancy up to the 12th week (inclusive) that has been revealed in the insuree for the first time in the course of travelling, the insurer will bear the medical expenses that are detailed below:

   3.13.1 Medical expenses other than during hospitalization that is connected to and/or derives from pregnancy.

   3.13.2 Medical expenses at the time of hospitalization abroad as a result of pregnancy.

   It should be clarified that the insurer will not pay expenses or claims as a result of pregnancy deriving from one or more of the following cases:

   Expenses that have been expended after 12 weeks (except for hospitalization that began before the 12th week and continued beyond the 12th week), expenses as a result of an initiated abortion other than as a result of a pregnancy outside the womb, pregnancy monitoring expenses, routine checks and genetic checks.

2. **Limit of liability**

   The overall limit of liability in respect of the covers that are set forth in chapters A, B and C (medical expenses whilst hospitalized, medical expenses other than whilst hospitalized and additional expenses) is $300,000. This limit includes all of the insurer's commitments in respect of medical and/or other expenses that are set forth in chapters A – C.

If the payments in respect of the covers that are set forth in this chapter are paid by the insurer directly to a provider of service (directly and/or by means of a provider of service), the payment will be up to the level of the tariffs that are generally acceptable for the service that is provided in the country in which the treatment is provided.

3. **Self deductible**

The insurer's obligation for the payment of insurance payments in respect of the covers that are detailed in this chapter, except for cover for the transfer of a body, will be after the deduction of a self deductible in an amount of $50 for each of the covers and only in respect of the insuree's expenses in excess of this deductible.

4. **Liability towards a third party:**

4.1 On the occurrence of an unexpected event, in respect of which bodily damage and/or property damage has been caused in the course of the insurance period, and for which the insure owes to a third party, the insurer will bear the amounts that the insuree will be required to pay to a third party up to the limit of liability that is mentioned in this chapter. **A condition for the existence of the insurer's obligation pursuant to this chapter will be that the insuree's liability to a third party according with the definition of that liability in Israel in accordance with the Damages Ordinance (New Version) – 1969.**

It is clarified hereby, that immediately upon the insuree becoming aware of an event that might lead to a claim in accordance with this chapter, and also where he becomes aware of the opening of proceedings or an investigation, they are to notify the insurer of this in writing. The insurer will be entitled to manage the proceedings or a compromise in the insuree's name and the insuree is to cooperate with it in the manner that the insurer may clarify. The insuree may not conduct negotiations and may not offer any proposal and may not admit to any responsibility except with the insurer's agreement in advance and in writing.

4.2 **Limit of liability**

The overall limit of liability for the covers in this chapter may not exceed an amount of $65,000 for each insurance period whether it has ended at its original timing and whether it has been extended for an additional period.

4.3 **Special exceptions for this chapter**

The insurance payments in accordance with this chapter will not be paid, where the insuree's liability towards a third party is one of the following obligations, or derives directly or indirectly therefrom:

4.3.1 **Employers' liability, a contractual liability or a liability to a close family member of the insuree**.

4.3.2 **Liability as a result of an intentional act, an act done maliciously.**

4.3.3 **Liability for animals that belong to the insuree or which are under his control, are held by him or are under his supervision.**

4.3.4 **Liability as a result of an occupation, business or profession.**

4.3.5

5. **Cancellation of a trip or the shortening of a trip:**

5.1 **Definitions**

5.1.1 **Cancellation of a trip** – the insuree does not leave Israel at a pre-determined time.

5.1.2 **Loss of payments in respect of the cancellation or the shortening of a trip** – a loss of the insuree's direct expenses in respect of the loss of non-returnable deposits or payments that have been paid in advance or were a duty applies to the insuree to pay them in the event of a necessary and unavoidable cancellation or shortening of the trip by the insuree **and in accordance with the terms of the policy and the exceptions to it.**

5.1.3 **Companion** – for the purposes of the cover in this chapter, a companion is a close company member who accompanies the insuree when he leaves Israel with the intention of returning to Israel with him.

5.1.4 **Nuclear family** – the insuree's spouse and each of their children.

5.1.5 **Shortening a trip** – the cessation of the stay by the insuree, who is abroad and his return to Israel before the end of the insurance period that is denoted in the insurance details page.

5.2 **The cover:**

5.2.1 **Loss of payments in respect of the cancellation of a trip**

5.2.2 The period in respect of a loss of payments in respect of the cancellation of a trip shall begin on the day on which the policy is issued.

5.2.3 The insurer will pay the insuree and indemnify him in the event of the unavoidable cancellation of a trip in the following circumstances, for the loss of deposits that are related directly to the trip and which are non-returnable and/or for flight tickets and/or unreturned travelling costs and/or payments that have been paid in advance in Israel or which the insuree is required to pay and which are not returned and which cannot be received in the future, such as: the ordering of hotels and a hired vehicle (hereinafter: "**ground services**") **and all this up to maximum overall indemnification in an amount of $3,000** per trip, of which: a flight ticket for the insuree up to $1,500 and up to $1,500 for a companion.

5.2.4 **The cover in accordance with section 5.2.1 above will apply solely and exclusively as a result of the following cases:**

5.2.4.1 The death of the insuree and/or his companion.

5.2.4.2 A sickness of the insuree for which the insuree was hospitalized in a hospital for at least 24 consecutive hours.

5.2.4.3 An accident of the insuree and/or a close family member that has occurred for which the insuree or the close family member was hospitalized for 24 consecutive hours, in the month preceding the planned departure for abroad.

5.2.4.4 Death or hospitalization of more than 24 hours in a hospital of a close family member, in the month preceding the planned departure for abroad.

5.2.4.5 The cancellation of flights for scheduled flight services as a result of an epidemic disturbances and riots in the destination countries, which prevents the flight from taking place.

5.2.4.6 The cancellation of a trip, within 14 days before the planned time of the trip if a fire, break in, malicious damage that was not done by the insuree and/or on his behalf has occurred in the insuree's home or a storm or a flood and furthermore, if the insuree's personal attendance is required for the purpose of a police investigation as a result of a break in or an attempted break in to his home or his business.

5.2.5 **The loss of payments in respect of the shortening of a trip:**

The insurer will pay to the insuree and will indemnify him in the event of the unavoidable shortening of a trip in the following circumstances, for loss of deposits that are connected directly to the trip that are not returnable and/or for travel tickets and/or non-returnable travelling costs and/or payments that have been paid in advance or which the insuree is to pay and which are not returnable and which cannot be received in the future, such as: the ordering of hotels and a hired vehicle (hereinafter: "**ground services**") **and all this up to maximum overall indemnification in an amount of $3,000** per trip, of which: a flight ticket for the insuree up to $1,500 and up to $1,500 for a companion.

It is clarified that the level of the indemnification for expenses that have been paid in advance will be calculated from the time of the occurrence of the insurance event and not from the time of the flight. Travel tickets that were held by the insuree and/or the companion are to be endorsed in favor of the insurer.

5.2.6 **The cover pursuant to section 5.2.5 above will apply solely and exclusively as a result of the following cases:**

5.2.6.1 The death of the insuree and/or the companion from a reason that is not included in the exceptions in the policy.

5.2.6.2 A medical event that has occurred to the insure or his companion abroad, which in accordance with a confirmation from an authorized doctor abroad, the insuree or his companion has been forced to change the timing of his planned return to Israel and it was not possible to use the original travel ticket that he had purchased.

5.2.6.3 The hospitalization and/or death of a close family member.

5.2.6.4 A serious illness of a close family members in which their life is in danger.

5.2.6.5 Despite what is stated in section 11.2 (general exceptions to the terms of the policy, its chapters and its expansions) cover will be provided in respect of the shortening of a journey as a result of the insuree's or a member of the insuree's nuclear family's emergency recruitment for military reserve duty in accordance with a special summons ("Order 8") by an authorized member of the military after the insuree has left for abroad.

5.3 **Limit of liability**

The insurer's total liability for the insurance period pursuant to this chapter may not exceed an **overall** amount in respect of the cancellation of a journey or in respect of the shortening of a journey **of $3,000** per journey, of which: a flight ticket for the insuree of $1,500 and $1,500 for a companion.

5.4 **Self deductible**

The insurer's liability to pay insurance payments in respect of the covers that are set forth in this chapter will be after deducting a self deductible in an amount of $50 per insurance event and only in respect of the insuree's expenses in excess of that participation.

5.5 **Special exemptions for this cover**

In addition to the restrictions and the qualifications that are set forth in this policy, and in the general terms of this policy, the following restrictions, qualification and special exceptions will apply to this expansion:

5.5.1 **The insurer will not pay insurance payments for a claim(s) deriving or connected to a law or a government regulation, from the delaying or amendment or alteration of the recorded timetables, a failure in the provision of information on any part whatsoever of the planned vacation (including errors, a failure or an omission) by any provider of service that constitutes part of the planned journey and/or any agent and/or organizer of journeys through which the journey was recorded and/or ordered.**

5.5.2 **An omission in the giving of notification to the travel agent and/or the organizer of the journey and/or a provider of transportation services and/or accommodation and storage, immediately when it becomes apparent that the journey needs to be cancelled or shortened in the event that the failure in the giving of the notification caused the additional costs.**

5.5.3 **The insurer will not pay for claims deriving directly or indirectly from the insuree not wishing to travel because of his economic situation.**

5.5.4 **The insurer will not pay for claims deriving directly or indirectly as a result of an illegal act criminal or proceedings of any person on which the plan for the trip relies, except for a delay because of a summons to testify in court.**