

**TOP for Tourists**

**Dear Policyholder!**

**Any time you need medical assistance,  
call the telephone number which  
appears in your Insurance Card, 24  
hours a day, 365 days of the year**

**Our operators will respond quickly, by  
referring you to the relevant medical  
service providers.**

## TOP for Tourists

### Insurance Policy for Tourists

Whereas the policyholder whose name is stated hereunder has approached Menora Mivtachim Insurance Ltd. with a request to arrange the insurance whose details are stated hereon and has undertaken to pay the premium as agreed with him which is stated in the schedule of this policy.

This policy therefore witnesses that subject to its covers, extensions, conditions, exclusions and directives detailed herein and/or which may be added and/or endorsed thereto by agreement between the parties, the insurer agrees to indemnify the insured on the occurrence of an insurance event which occurs during the insurance period stated herein, in accordance with the covers as detailed in the sections of this policy.

It is emphasized that the schedule attached to the policy and the health declarations attached thereto are the basis of the insurance and constitute an integral part of the policy.

### General conditions

#### Preamble

##### 1. Definitions

In this policy –

- 1.1 **The policyholder:** The individual, group of individuals or corporation entering into an agreement with the insurer by way of an insurance contract being the policy and whose name is stated in the insurance information page and/or in the proposal form as the policyholder.
- 1.2 **Dollar:** The US Dollar.
- 1.3 **The insured:** one or more individuals temporarily staying in Israel and whose name or names are stated in the schedule **and provided that they are foreign citizens whose permanent domicile is outside of Israel** and who joined the insurance in accordance with the directives of this policy.
- 1.4 **The insurer:** Menora Mivtachim Insurance Ltd.
- 1.5 **The insurance proposal or the proposal:** The proposal form constituting a request to join the insurance in accordance with this policy, being fully completed and signed by the insured and/or by the insured's spouse for themselves and on behalf of each of their family members. The proposal form also contains the health declaration which has been completed and signed by the insured.
- 1.6 **The policy:** The contract of insurance between the policyholder and the insurer, including the proposal form, the health declaration and any appendix or endorsement attached thereto.

- 1.7 **The schedule/ insurance information page:** The policy schedule attached to the policy, which constitutes an integral part of the same, containing, inter alia, the policy number, personal details of the policyholder, personal details of the insured, the inception date of the insurance, the insurance period, the premium, the name of the insurance agent if there is one, limitations to the scope of the insurance coverage of a specific insured including exclusions due to a medical condition if any, underwriting additions if any exist, etc. **This insurance information page constitutes the insurer's consent in writing to insure the insured whose details are noted therein under the insurance coverages listed in their name, all under the qualifications listed on the insurance information page and subject to the terms of the policy.**
- 1.8 **The Commissioner:** the Capital Markets, Insurance and Savings Commissioner at the Ministry of Finance.
- 1.9 **Legislative arrangement:** the Supervision of Financial Services Law (Insurance), 5741 - 1981, the Insurance Contract Law, 5741 - 1981, and the regulations and orders promulgated and/or that will be promulgated under these laws and instructions and Commissioner Circulars, which will regulate the conditions applicable to a policyholder, the insured and the insurer in connection with this policy.
- 1.10 **The second amendment:** The second amendment to the Health Insurance Law, which contains and details the basket of health services provided under the Health Insurance Law.
- 1.11 **The National Insurance Law:** The National Insurance Law [Consolidated Version], 5755 – 1995.
- 1.12 **Overseas:** Any country outside of the State of Israel other than enemy countries.
- 1.13 **Insurance Contract Law:** The Insurance Contract Law, 5741 – 1981.
- 1.14 **Health Insurance Law:** The National Health Insurance Law, 5754 – 1994.
- 1.15 **Israel:** The State of Israel including the Israeli occupied territories, Judea, Samaria and the Gaza Strip, other than the territories occupied by the Palestinian Authority.
- 1.16 **Call center:** A call center which is operated by the insurer or on behalf of the insurer, operational 24 hours per day, year-around, for the purpose of obtaining and providing information including with regard to the options available under the policy for obtaining medical treatment required in accordance with the policy – including the places and times, hospitalization authorization, dealing with the return of injured parties and the deceased to their home countries and the provision of any other assistance required in accordance with the insurance in accordance with this policy.
- 1.17 **Preexisting medical condition:** medical circumstances, diagnosed in respect of the insured prior to his joining the insurance, including due to illness or accident. In this regard, “diagnosed in respect of the insured” – by way of documented medical diagnosis, or in a process of documented medical diagnosis, which took place six months prior to his joining the insurance.
- 1.18 **Insurance event:** An event as defined in each of the policy sections, as applicable, in respect of which the insured is entitled to receive indemnity payments from the insurer, all subject to the conditions, exclusions and limitations in the policy.

- 1.19 **Inception date of the insurance:** The date stated in the schedule as the inception date of the insurance or the date on which the insured commences his stay in Israel – the later of the two.
- 1.20 **Resident:** any individual who is a resident in respect of the Health Insurance Law.
- 1.21 **The insurance period:** The period commencing on the inception date of the insurance and continuing for the entire period of the insured's work in Israel, however in any event the insurance period will not exceed 60 months from the inception date of the insurance policy. Notwithstanding the aforementioned, in the event that an additional stay permit is provided by the Ministry of Interior in excess of a period of 60 months; the insurance period will be extended, however it will terminate in any event, at the very latest, on the date on which the validity of the visa expires. The insurance period will be extended sequentially upon the end of the insurance period at the request of the employer or the employee received by the insurer and provided the insurance premiums in respect of the interim period between the end of the original insurance period and the insurance extension have been paid.

**Anything stated in this policy in the singular also applies in the plural and vice versa. Anything stated in the masculine applies equally in the feminine and vice versa.**

## 2. Validity of the policy

### 2.1 **Manner of joining the insurance**

- 2.1.1 The insured's joining the insurance shall be after the insured's consent in writing to accept him in the insurance.
- 2.1.2 The insured shall give its consent to accept the insured after receiving a request to join form, signed by the candidate for insurance, and the completion of a health declaration and an underwriting process that shall determine the terms of acceptance to the insurance, to the insured's satisfaction and with its consent. It shall be clarified that failure to meet any of the terms specified above shall not derogate from the insured's right to insurance coverage after being accepted in the insurance policy.

### 2.2 The policy becomes effective on the inception date of the insurance after arranging for the payment of the premium.

- 2.2.1 If funds are paid to the insurer on account of the premium before the insurer has agreed to cover the candidate to the insurance, the payment will not be considered as the agreement of the insurer to execute the insurance contract. If the insurance is not effected the insurer will refund these funds paid plus indexation and interest according to legal provisions within not more than one month.
- 2.2.2 The rejection of the proposal form or an approach to the insured with a counter-offer for insurance coverage will be made within three months of the date on which the first deposit is made with the insurer, or if the insurer contacts the insured with a request to provide supplementary information, within six months of the date on which the first deposit is made with the insurer. If the insurer does

not reject the proposal form and does not make a counter-offer for the insurance coverage, or if the insurer notifies the insured that he has been accepted to the insurance according to the conditions of the proposal form within the aforementioned dates, the insurer will not be entitled to alter the conditions stated in the proposal form until the expiry of the insurance period, subject to the policy conditions. In the event that an insurance event occurred before the insurer responded with a counter-offer or rejected the insurance proposal, the insured will be entitled to insurance coverage in the event that under the provisions of the insurer's existing medical underwriting in respect of policyholders with similar characteristics, the insurer would have notified the insured on his acceptance to the insurance were it not for the occurrence of the insurance event.

3. **The term of the agreement and the insurance period**

- 3.1 The insurance period will begin on the day specified on the insurance.
- 3.2 The maximum age for joining the policy is 65. **It should be clarified that the foregoing does not derogate from the rights of an insured whom the insurer approved his acceptance to the insurance even if he was added to the insurance when older than the maximum age set forth above.**
- 3.3 The insurance coverage for each policyholder would and upon his death, or the end of the insurance period.

4. **Duty of disclosure**

- 4.1 **The insurance in accordance with this policy has been arranged relying on the written information, the replies to the questions and the written declarations submitted to the insurer by the insured and/or by the policyholder.**
- 4.2 If the insurer presented to the policyholder before the execution of the policy, in the insurance proposal form or otherwise in writing, a question on a matter which may affect the willingness of the insurer to enter into the policy at all or enter into it under its terms (hereinafter – "material matter"), the insured person must provide a complete and honest answer in writing. A sweeping question, which covers various matters without differentiating between them, does not require such an answer unless it is reasonable at the time of entry onto the agreement and the intentional concealing with fraudulent intent by the insured of a matter he knows is a material matter, is tantamount to giving an answer that is not complete and honest.
  - 4.2.1 In the event that an incomplete and dishonest reply is provided to a question regarding such a material matter, the insurer is entitled to cancel the policy by written notification to the policyholder within 30 days of becoming aware of the same and this as long as an insurance event has not occurred. The insurance premiums paid for the period after the cancellation, minus the insurer's expenses, shall be refunded to the entity that paid them unless the insured acted with fraudulent intent.
  - 4.2.2 **If an insurance event occurred prior to the cancellation of the insurance by virtue of this clause, the insurer is liable solely**

to make reduced indemnity payments at the ratio between the premium that would have been normally paid to the insurer in accordance with the actual situation and the agreed premium. Notwithstanding the aforementioned the insurer will be entirely exempt from liability in any of the following situations:

4.2.2.1 **The reply was provided with fraudulent intent.**

4.2.2.2 **A reasonable insurer would not have entered into such an insurance contract even at a much higher premium if it would have been aware of the actual situation. In such a case the policyholder is entitled to a refund of the premium paid for the period following the occurrence of the insurance event, less the insurer's expenses.**

4.3 Sections 4.2.1 and 4.2.2 will not apply in the following cases, unless the incomplete and dishonest reply was provided with fraudulent intent:

4.3.1 If the insurer was aware or should have been aware of the actual situation at the time of executing the contract, or caused the incomplete and dishonest reply to be provided.

4.3.2 If the fact regarding which the incomplete and dishonest reply was provided ceased to exist prior to the occurrence of the insurance event, or did not influence the insurance event or the liability of the insurer or the scope of the liability.

4.4 The date of birth of the insured is a material matter that is subject to disclosure as specified in this chapter.

## 5. **The premium and the method of payment**

The premium will be paid to the insurer in advance by the policyholder and/or the insured who makes such an undertaking prior to the inception of the insurance period and during the entire insurance period, unless the insurer agrees in writing in advance to the payment being made by any other method.

5.1 If the premium is paid by bank standing order or by credit card provided by the policyholder and/or the insured to the insurer at the inception of the insurance period, the act of crediting the insurer's bank account or the credit card company will constitute the sole method of paying the premium.

5.2 The premium will be paid in NIS, adjusted to the representative rate of the US Dollar on the payment date.

5.3 **With the prior approval of the Commissioner of Insurance, but not before June 1<sup>st</sup> 2018, the insurer shall be entitled to amend the insurance premiums and the general conditions of this insurance to all policyholders. In the event that such amendments will be affected, the new insurance premiums will be calculated according to the new tariffs, applicable to all policyholders, irrespective of the change in their state of health from the time of their insurance.**

In the event that an amendment as stated above has been made and approved by the Commissioner of Insurance, the insurer shall inform the insured in writing 60 days in advance of any approved amendment, while providing full disclosure regarding the amendments in the rate or the scope of coverage.

## 6. **Claims and indemnity payments**

**On the occurrence of an insurance event, the insured or the policyholder is obliged to notify the insurer's call center as soon as possible.**

**In cases where the prior authorization of the insurer is required, the insured and/or the policyholder are required to obtain such authorization in writing.**

**6.1 If the insured is hospitalized due to an emergency medical condition which prevents the insured and/or the policyholder from providing advance notification to the insurer as required in accordance with the policy conditions, the insured and/or the policyholder will ensure that notification of his turning directly to the hospital is provided immediately to the insurer's call center.**

**6.2 Receiving the insurer's authorization in any insurance event where such authorization is required, is a material condition for the insurer's liability under this policy. In the event the insured did not turn to the insurer to receive advance authorization, the indemnity payments shall be reduced to the amount the insurer would have paid, had it been given advance notice.**

6.3 The insured is obliged to submit a waiver of medical confidentiality form to the insurer, permitting all of its doctor and/or any entity or medical institution or other institution in Israel or overseas to submit all medical information in their possession relating to the insured to the insurer.

6.4 The insured or the policyholder, as applicable, is obliged to submit details to the insurer relating to the claim together with medical documents or other documents requested by the insurer for the purpose of clarifying its liability.

6.5 The insured will make himself available, if requested by the insurer, for a medical examination by a doctor or doctors appointed by the insurer and at the insurer's expense.

6.6 The insurer shall pay the indemnity payments directly to the service provider.

6.7 The insured will be entitled to receive a financial undertaking from the insurer to the service provider which will enable him to obtain medical treatment as detailed in the policy sections, provided that his entitlement in accordance with the policy is not under dispute.

**6.8 An insurance event covered by virtue of legal provisions and/or by an insurance company and/or by a third party**

6.8.1 If the insured is also entitled to indemnity from a third party due to an insurance event other than by virtue of an insurance contract, this right is assigned to the insurer from the moment that the insurer makes indemnity payments and this up to the amount paid and without prejudice to the rights of the insured in the first instance to collect indemnity from the third party in excess of the indemnity payments he receives in accordance with this policy.

If the insured receives indemnity from a third party and/or in accordance with legal provisions which the insurer would have been entitled to receive, the insured is obliged to transfer it to the insurer. If the insured makes a compromise agreement, provides a waiver or performs any other action which prejudices the right assigned to the insurer, the insured is obliged to compensate the insurer for the same.

The provisions of this section will not apply to an insurance event which was caused unintentionally by an individual whom a reasonable insured would not claim indemnity from due to family or employment relations between them.

- 6.8.2 In the event the insured is entitled to the coverage of expenses by indemnity payments payable in accordance with this insurance from another insurer or in accordance with another insurance policy, the insurer will be liable to the insured jointly and severally with the other insurer for the overlapping sum insured and in such a case the directives of Article 59 of the Insurance Contract Law will apply.

7. **Cancellation of the insurance policy**

The policyholder is entitled to cancel the policy at any time by written notification to the insurer and the cancellation will become effective on receipt of the notification by the insurer.

- 7.1 If the premium has not been paid on time as stated in section 5 above, the insurer will be entitled to cancel the insurance subject to the directives of the Insurance Contract Law.
- 7.2 The insurer is entitled to cancel the policy under any circumstances in which it is entitled to do so pursuant the Insurance Contract Law.
- 7.3 To the insurance premiums not paid on time, upon their day of payment in addition to linkage differential, interest under the Adjudication of Interest and Linkage Law, 5721-1961 shall also be added, from the time of the creation of the arrears until their actual payment by the policyholder.
- 7.4 Notwithstanding the provisions in this section, in the event an insurance event which is the actual receipt of treatment, pursuant to the provisions of Chapter A, occurs prior to the cancellation of the policy, the insurer will indemnify the insured for the insurance event for a period of up to 90 days from the date on which the policy is cancelled.

8. **Extension of the insurance and continuity of insurance**

The insurer may extend the insurance period beyond the period stated in the schedule without any new underwriting at its discretion, for a period exceeding the period specified in the schedule, provided the policyholder and/or the insured requests the same prior to the expiry of the current insurance period.

9. **Level of medical service**

The insurer undertakes to provide the medical services to the insured in respect of which the insured is entitled to receive in accordance with this policy for the coverage of his expenses in accordance with medical discretion, at a reasonable quality, within a reasonable period of time and at a reasonable distance from his home or the place in which the insurance event occurs, as customary in Israel.

10. **Insured's card**

The insurer will issue an insurance card to the policyholder for each insured individual whose insurance period exceeds 30 days, which will contain identification details of

the insured and the policyholder as well as the telephone number of the insured's call center.

This card, together with a passport or an official certificate bearing the insured's photo, shall serve as means of identification of the insured and the examination of his eligibility when receiving service.

11. **Call center**

The insurer undertakes to establish and operate a call center that will be operational 24 hours per day, year-round, that will provide all of the necessary information and assistance to the insured parties and policyholders relating to the covers in accordance with this policy and in accordance with the definition of the "call center" in the preamble.

12. **Receiving medical care**

If an insured is in need of medical treatment, he may contact the call center which will refer the insured to the service provider nearest to the place in which he is located.

In the event of a medical emergency, the insured is entitled to approach a hospital directly and in such a case must ensure that notification of the same is submitted to the call center as soon as possible.

13. **Proof of age**

The insured is obliged to provide documentary proof of his date of birth to the satisfaction of the insurer. The insured's date of birth is a material matter subject to the duty of disclosure applies as stated in section 4 above and in the event of the provision of an incomplete or dishonest reply or in the event of the withholding of facts in connection with the same the provisions of section 4 above will apply.

14. **The irrevocable designation of a beneficiary**

The irrevocable designation of a beneficiary to the rights under this policy is subject to the prior, express and written agreement of the insurer.

15. **Proscription**

The proscription period of a claim for indemnity payments is 3 years from the date of the occurrence of the insurance event. Cause of action that is disability due to an accident, shall be counted from the date the insured' right to make a claim for insurance benefits under this policy has arisen.

16. **Application of the Insurance Contract Law**

The provisions of this policy are subject to the provisions of the Insurance Contract Law, 5741 – 1981. In any event of discrepancy between the provisions of this policy and the provisions of the Insurance Contract Law, the provisions of the Insurance Contract Law shall prevail, except as otherwise provided in favor of the policyholder and the insured by this policy.

17. **Double insurance**

- 17.1 The insurer will be responsible, individually, for the insured for the full amount of insurance benefits up to the limit fixed in the insurance information page, even if the insured was entitled to coverage of the costs paid for the insurance event under another health insurance policy as well, whether with the same insurer or with another insurer.
- 17.2 In policies whereby the indemnity payments are paid to the extent of the damage caused, the insurers will bear the burden of costs among themselves, based on the ratio of indemnity payments limits relating to the insurance event as set in the insurance policies.
- 17.3 In the event that in respect of the insurance event the insured had a right of indemnity against a third party, not by virtue of an insurance contract, this right shall pass to the insurer from the time it paid the insured the indemnity payments and at the rate of the payments made by a third party in this section, including HMOs.
- 17.4 The insurer is not entitled to use the right transferred to it under this chapter, in a manner impairing the right of the insured to collect from the third party indemnity in excess of the insurance proceeds received from the insurer.
- 17.5 In the event the insured arrived at a settlement, made a concession or any other act impairing the right transferred to the insurer, he must compensate it for it.
- 17.6 **In the event the insured received from a third party indemnity for expenses covered by this policy, whether by virtue of an insurance contract or not under an insurance contract, the insurer shall be entitled to deduct the amount of the indemnity from the total indemnification type payments the insured is entitled to under this policy.**
- 17.7 **The insured shall not be entitled to any other additional indemnity type insurance benefits for other policies, similar or identical, with the insurer, due to the same insurance event.** In the event the insurer took out such additional policies for the insured, it will refund the premiums for the additional policies as of the date on which the double insurance was discovered.

18. **Notifications between the parties**

- 18.1 Notifications from the insurer to the insured and/or the policyholder will be submitted to their last address known to the insurer.
- 18.2 Notifications from the policyholder and/or the insured to the insurer will be submitted to the insurer's offices as stated in the insurance documents or to any other address to which the insurer requests the policyholder and/or the insured submit notifications.

19. **General exclusions to all coverage under the policy**

The insurer will not be liable and will not be obliged to pay insurance benefits on the basis of one or more of the policy chapters, if the insurance event is the direct result and/or an insurance case arising from:

- 19.1 The insurance event occurred before the inception date of the insurance or after the end of insurance period.
- 19.2 Road accidents as defined in the Road Accident Victims Compensation Law, 5735 – 1975.
- 19.3 Work accidents as defined in National Insurance Law [Consolidated Version], 5755 – 1995, Chapter E, and the regulations promulgated thereunder.
- 19.4 A hostile act and/or hostile activities, as defined in the Benefits for Victims of Hostilities Law, 5730 – 1970, in the event the insured is a "victim" as defined in said law.
- 19.5 Injury resulting from war or a national-ethnic motivated act, the policyholder's participation in acts of war, military, police, revolution, rebellion, riots, demonstrations and acts of sabotage or any illegal activity.
- 19.6 Provision of services of any kind abroad (whether the insurance event occurred in Israel and whether it occurred outside it).
- 19.7 Hospitalization or expenses not incurred during hospitalization, as defined in this policy, which can be postponed until the insured's return to his country of origin.
- 19.8 Alcoholism or drug abuse or use of narcotic drugs by the insured, unless if supplied in accordance with a doctor's prescription.
- 19.9 Pregnancy, risk pregnancy, ectopic pregnancy, complications of pregnancy and childbirth, miscarriage, abortion, premature child, premature birth, neonatal intensive care, baby care, immunizations, routine treatment or examination of the child, except an abortion that was required due to risk to the life of the mother.
- 19.10 Surgeries or treatments related to infertility and fertility.
- 19.11 Preventive drug treatment for Acquired Immune Deficiency Syndrome (AIDS) or HIV carrier.
- 19.12 Organ transplant.
- 19.13 Treatments or rehabilitation hospitalizations, rehabilitation, preventive therapies, cosmetic surgery, physiotherapy, mecano-therapy, hydrotherapy, alternative medicine, homeo-therapy, alternative medicines, treatments programs, chiropractic care, periodic testing, mental illness and psychiatric disorders, periodontal treatments and surgery, dental procedures or treatments carried out by a dentist, except in emergency first aid.
- 19.14 Expenses for medical devices, eyeglasses, contact lenses, hearing aids, prostheses of any kind whatsoever.
- 19.15 Intentional self-injury or attempted suicide, regardless as to whether the insured is sane or not.
- 19.16 The insured's participation in one or more of the activities described, carried out as a hobby and/or as part of any association and/or as part of any competitive framework, as follows:
 

Motorsports – land: mountain biking or riding a motorcycle or scooter, including motor bicycle, race car driving all types including horse racing, motorcycle races, motocross races, driving on a dirt road with a 4x4 vehicle, snow skiing, skate board, roller blades, cave exploration, football, basketball, volleyball, handball, tennis, wrestling, grappling, boxing, hunting, hand to hand combat,

hockey, rugby.

Water sports: Jet Ski, surfing, windsurfing, water skiing, kayaking, rafting, bananas, paragliding, diving, subject to certification, drowning when swimming in a location unauthorized by law, sailing, activity under water, including diving with instruments.

Air: Skydiving, non-motorized paragliding, surfing and hang gliding and air gliding.

Height: mountain climbing, abseiling, rappelling, bungee jumping, climbing walls.

19.17 The insurer will not be liable to make indemnity payments in accordance with any of the policy sections if the insurance event is as follows:

19.17.1 In the framework of the basket of treatments -

- a. Psychological treatments.
- b. Dead Sea treatments provided to psoriasis patients.
- c. Genetic examinations.
- d. Nursing hospitalization or other nursing treatments.
- e. Services for treating impotence or sterility problems, sexual functioning disruption, male or female fertility as well as artificial insemination or artificial fertilization.
- f. Services provided outside of Israel.

19.17.2 In the framework of the basket of medications -

Medication for the treatment of Alzheimer's disease.

Medication designated to treat impotence or sterility problems, sexual functioning disruption, male or female fertility or which is provided in the context of artificial insemination or artificial fertilization treatment.

Preventive drug treatment for Acquired Immune Deficiency Syndrome (AIDS).

19.18 **Pre-existing medical conditions**

The insurer shall not be liable for the payment of insurance benefits on the basis of one or more of the policy chapters for an insurance event, caused in a real manner by the usual course of a pre-existing medical condition, sustained by the insured during the insurance period, subject to the following provisions:

19.18.1 The exclusion in respect of the pre-existing medical condition will be limited in time depending on the age of the insured at the inception date of the insurance as follows:

19.18.2 In the event the insured was less than 65 years old when with joining the insurance – one year from the inception date of the insurance.

19.18.3 In the event the insured was over 66 years old when with joining the insurance – six months from the inception date of the insurance.

19.18.4 If the insured was asked when being accepted to the insurance about his state of health, and gave full details of his pre-existing medical condition – the insurer may limit the scope of its liability.

This limit will be specified on the insurance information page, and will be valid for the period specified in therein alongside said pre-existing medical condition.

- 19.18.5 If the insured informed of his pre-existing medical condition, and the insurer did not explicitly limit the pre-existing medical condition on the insurance information page – the insurance will without qualifications or limitations of any kind regarding a pre-existing medical condition.
- 19.18.6 The foregoing does not exempt the insured's from the duty of disclosure pursuant to the Insurance Contract Law, regarding a pre-existing medical condition.
- 19.18.7 The insurer is exempt from its liability due to a pre-existing medical condition, as stated above, and the insurance contract was revoked, and a reasonable insurer would not have entered into the insurance contract, even for higher insurance premiums, if it knew at the time of the entry into the insurance contract of the insured's pre-existing medical condition, the insurer shall return to the insured the insurance premiums paid by the insured for the period until the cancellation of the insurance contract, minus the proportionate share of the premiums for the insurance coverage for which insurance benefits were paid to the insured. Linkage differentials shall be added to the insurance premium, as stated in the Insurance Contract Law, 5741 - 1981.
- 19.18.8 Notwithstanding the aforementioned, the entitlement of an insured to receive medical services as stated in this section, which he requires in a situation of a medical emergency arising from a pre-existing medical condition in order to stabilize his medical condition to a condition which allows his ongoing treatment outside of Israel will not be restricted, or to restrict other medical services which he requires due to a pre-existing medical condition for the 30 day period after the doctor's certification as aforementioned or the determination of the stabilization of his medical condition as aforementioned.
- 19.18.9 In the event that the insured's entitlement to health services was restricted because of a pre-existing medical condition, the insurer will pay the insured the full payment of all the expenses related to his flight from Israel in any case in which the medical condition requires accompaniment or other special arrangements during the flight.

## Chapter A – Coverage for health services

### 1. Preamble

This chapter provides coverage to the insured for the health services specified in this section, at the scope of entitlement and excluding defined services as detailed hereunder:

- 1.1 All of the services included in the basket of treatments detailed hereunder, whose scope is stated in the second amendment to the Health Insurance Law as periodically amended.
- 1.2 Psychiatric hospitalization services.
- 1.3 Additional medical examinations and health services.
- 1.4 The basket of medications.

**For the avoidance of doubt it is emphasized that in addition to that stated in the general exclusions in the preamble chapter, the provision of the medical services detailed hereunder in this chapter will be subject to the restrictive conditions relating to pre-existing medical conditions, as well as to the additional conditions and procedures detailed hereunder, so that the policyholder and the insured will be aware of the scope of the insurer's liability and the insured's rights in accordance with this policy.**

The insurer will indemnify the insured for expenses incurred in obtaining the medical services detailed hereunder in this policy **from the service providers with whom the insurer has an agreement and solely from them other than if otherwise expressly stated.**

**For the avoidance of doubt it is clarified that obtaining the insurer's authorization in cases in which authorization is required is a fundamental condition to the liability of the insurer in accordance with this policy.**

The insurer will be entitled at its discretion to make full or partial indemnity payments directly to the party that supplies the medical service to the insured or to make payment to the insured after having received original receipts.

### 2. Definitions for this section

- 2.1 **Hospital:** A medical institution which is recognized as such by the competent authorities in Israel and which operates solely as a general hospital.
- 2.2 **Scheme hospital:** A hospital having an agreement with the insurer for the provision of services in accordance with this policy.
- 2.3 **Emergency room:** A wing forming an integral part of a general hospital in which the insured stays prior to being admitted to the hospital and/or being released.
- 2.4 **Hospitalization expenses:** All expenses for hospitalization in a scheme hospital for a period exceeding 24 hours, for the medical treatment provided at the time of and during hospitalization including surgeon's fees, anesthetist's fees, emergency medical treatment expenses as well as expenses for examinations and medications performed and provided during the hospitalization.
- 2.5 **Expenses other than during hospitalization:** All expenses for the medical

treatment provided to the insured other than during hospitalization by service providers having an agreement with the insurer for the provision of services in accordance with this policy and which are stated in the second amendment to the Health Law, other than any expenses excluded in accordance with this policy.

- 2.6 **Doctor:** An individual qualified by the competent authorities in Israel or overseas to engage in medicine in Israel, whether as a primary doctor or as secondary treatment (specialist doctor).
- 2.7 **Primary doctor:** A general practitioner who is not a specialist in a specific field or a specialist in family medicine, internal medicine or gynecology, who has an agreement with the insurer for the provision of services in accordance with this policy.
- 2.8 **Specialist doctor:** A doctor who is recognized as a specialist by the health authorities in the State of Israel and provided that his field of expertise is in the field required for the medical treatment (other than a family doctor, specialist in internal medicine or a gynecologist), who has an agreement with the insurer for the provision of services in accordance with this policy.
- 2.9 **Scheme doctor:** A doctor who has an agreement with the insurer for the provision of services in accordance with this policy.
- 2.10 **Medical event:** An illness or accident which the insured sustains during the insurance period other than an illness or accident which is excluded and/or limited in this policy. In the event of a pre-existing medical condition, that stated in section 19.8 in the general conditions chapter.
- 2.11 **Medical emergency:** Circumstances in which the insured's life is in immediate danger or if there is an immediate risk that the insured will be rendered severely and irrevocably disabled if he is not provided with urgent medical treatment.
- 2.12 **Elective hospitalization:** Hospitalization whose need is foreseen in advance and where the hospitalization of the insured for the purpose of performing surgery is not performed via a referral from an emergency room in an urgent condition but rather the insured was referred to hospitalization by a specialist doctor from a clinic (including a hospital's outpatient clinic).
- 2.13 **Diagnostic clinic:** A clinic performing EG, EMG, audiology and ergometry tests, which has an agreement with the insurer for the provision of services in accordance with this policy.
- 2.14 **Imaging clinic:** An x-ray, ultrasound, nuclear medicine, computerized tomography (CT) and echocardiography clinic, which has an agreement with the insurer for the provision of services in accordance with this policy.
- 2.15 **Insurance event: an event or medical condition resulting in the insured being in need of the services included in section 4 of this Chapter.**
- 2.16 **Basket of medications:** All of the medications included in the National Health Insurance Ordinance (Medications in the Health Service Basket), 5755 – 1995, as periodically amended, which is in effect at the time of the occurrence of a medical event defined as an insurance event in accordance with the policy.
- 2.17 **Pharmacy:** An institution authorized in accordance with legal provisions to sell and market medication to the general public, which has an agreement with the insurer for the provision of services in accordance with this policy.

2.18 **The customary payment:** The payment, including guarantees or deposits, which the insured is required to pay for obtaining medical services as detailed in this policy and which is stated in the second amendment or the third amendment to the Health Insurance Law, or in a notification regarding conditions and payments provided by the government to individuals on the determining date in accordance with the Health Insurance Law or in the Health Fund Proposal in accordance with Article 8(1A) of the Health Insurance Law which has been ratified in accordance with Article 8(2A) of the same law, and if there are different payments in the said directives – the higher of them.

3. **Instructions for receiving services in accordance with the policy**

3.1 **Primary healthcare**

If the insured requires treatment by a general practitioner, who is not a specialist or a specialist in family medicine, internal medicine or gynecology, he may approach any doctor who has an agreement with the insurer for the provision of services in accordance with this policy without the need for prior authorization from the insurer.

3.2 **Non-primary healthcare**

If the insured requires treatment by a specialist, he may approach any doctor who has an agreement with the insurer for the provision of services in accordance with this policy provided that he has obtained a written referral from a primary doctor or a referral from the call center.

3.3 **Medical clinics**

If the insured requires examinations in an imaging clinic and/or in a diagnostic clinic as defined above and/or in a gastroenterology clinic and/or laboratory examinations, he must contact the call center in order to receive authorization to perform the aforementioned action or actions in the clinics which have an agreement with the insurer for the provision of services in accordance with this policy, this after having received a written referral from a primary doctor or a specialist doctor.

The authorization or notification of the declinature to provide such authorization will be provided within a reasonable period and within not more than 7 days of the request of the attending doctor (primary or specialist) and in any case the time it takes to issue the authorization will not endanger the insured.

3.4 **Elective hospitalization**

Determining the need for elective hospitalization will be made by a primary doctor and/or specialist doctor treating the insured.

The authorization or notification of the decline to provide it will be provided within a reasonable period and within not more than 7 days of the request of the attending doctor (primary or specialist) and in any case the time it takes to issue the authorization will not endanger the insured.

3.5 **Emergency room**

If the insured requires emergency room services in a general hospital in Israel as detailed section 4.2 hereunder, he will be entitled to approach any emergency room without the need for any type of prior authorization.

If the insured approaches an emergency room in any other situation, the insured will be obliged to provide a prior authorization from his attending doctor (either primary or specialist).

### 3.6 Pharmacies

If the insured requires medication covered in accordance with this policy, he may obtain the medication with a medical prescription provided to him by a primary and/or specialist doctor who has an agreement with the insurer for the provision of services in accordance with this policy from a pharmacy that has an agreement with the insurer.

### 3.7 Deductible

The insurer is entitled to stipulate the provision of the services in accordance with this policy to the payment of the deductible by the insured in the customary amount as defined in section 2.18 above. The amount of the deductible will be equivalent to the customary applicable deductible amount on the date of obtaining the relevant service.

The deductible will be stated on the insured's card and if circumstances permit will be paid prior to obtaining the service and will constitute a pre-condition for receiving such service.

## 4. **The insurer undertakes to pay the expenses connected to a medical event which is defined as an insurance event, as follows:**

4.1 **Hospitalization expenses in a scheme hospital in Israel as defined above.**

4.2 **Emergency room services in any general hospital in Israel (and not solely in a scheme hospital) in any of the following cases:** Any new fracture, severe dislodgement of a shoulder or elbow; an injury which needs to be treated with stitches or alternative measures of closing; breathing in a foreign matter into the respiratory system; the penetration of a foreign matter into an eye; treatment of cancer; treatment of hemophilia; treatment of cystic fibrosis; babies up to two months due to sudden fever; transfer in an ambulance to an emergency room from the street or other public place, due to a sudden event; referral concluding in non-elective hospitalization; an emergency medical condition.

4.3 **Hospitalization services** which are provided to the insured in a hospital as detailed in section 4.2 above following arrival at the emergency room of the same hospital, if performed in the cases detailed in section 4.2 above.

4.4 **Hospitalization in a psychiatric hospital** or in a psychiatric department of a general hospital.

### 4.5 Expenses other than during hospitalization

Medical expenses for a medical examination or examinations by a scheme doctor as defined above, laboratory examinations, x-rays performed in a diagnostic clinic as defined and/or in an imaging clinic and medication as defined which are provided to the insured other than during hospitalization, including the other services contained in this policy, via service providers having an agreement with the insurer in accordance with its directives.

### 4.6 Additional medical services

4.6.1 Vaccinations against tetanus, rabies and diphtheria.

4.6.2 Mantoux tests and lung x-rays.

4.6.3 Wheelchairs and walking frames.

4.7 **Medication subject to the following:**

Medication purchased in accordance with the orders of a doctor and in accordance with a medical prescription, other than medication which is excluded in this policy and on condition they are purchased in a pharmacy that has an agreement with the insurer as defined above.

**It is hereby represented and agreed that the limit of the insurer's liability under this chapter shall not exceed \$ 100,000 per insurance period.**

### **Expansions (subject to additional insurance premiums)**

The expansions listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

#### **Expansion of coverage for road accidents**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Notwithstanding the qualification set out in section 19.2 of the General Terms section above, if purchased and specified on the insurance information page, the policy will be expanded to cover an insurance event due to a car accident as defined in the Road Accident Victims Compensation Law, 5735 – 1975.

It is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

#### **Expansion of coverage for work injury**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Notwithstanding the qualification set out in section 19.3 of the General Terms section above, if purchased and specified on the insurance information page, the policy will be expanded to cover an insurance event due to an injury at work, as per its meaning in the National Insurance Law [Consolidated Version], 5755 – 1995, Chapter E, and the regulations promulgated thereunder.

It is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

#### **Expansion of coverage for hostile acts**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Notwithstanding the qualification set out in section 19.4 of the General Terms section above, if purchased and specified on the insurance information page, the policy will be expanded to cover an insurance event due to a hostile act and/or acts, as defined in the Compensation for Victims of Hostile Acts Law, 5730 – 1970.

It is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

#### **Expansion of coverage for an accidental event and pregnancy and childbirth complications up to week 30 of the pregnancy**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Notwithstanding the qualification set out in section 19.9 of the General Terms section above, if purchased and specified on the insurance information page, the policy will be expanded to cover a sudden and unpredictable event during pregnancy up to 30 weeks of pregnancy at the time of the incident, including risk pregnancy, complications of pregnancy and childbirth,

ectopic pregnancy, miscarriage, abortion, preterm labor, premature birth, premature child born until the end of the 30<sup>th</sup> week, and intensive care for newborns born by the end of the 30<sup>th</sup> week.

It is hereby represented and agreed that after a full 30 weeks of pregnancy, anything related to and/or arising from the pregnancy and/or childbirth shall not be covered.

Furthermore, it is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

### **Expansion of coverage for groups arriving from overseas**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Notwithstanding the qualification set out in sections 19.5 and 19.16 of the General Terms section above, if purchased and specified on the insurance information page, the policy will be expanded to cover:

An insurance event due to water activities (at the beach or pool), provided they are part of the group's planned stay in Israel, and is carried out with the approval of the competent authorities and accompanied by a qualified instructor.

An insurance event occurring to the insured students when participating in Gadna camps and/or IDF camps, including activities related to the operation of weapons, provided that this activity is part of the group's planned stay in Israel, and carried out with the approval of the competent authorities and accompanied by a qualified instructor.

An insurance event occurring to the insured, in connection with excursions or tours, subject to the following cumulative conditions:

These excursions or tours are part of the group's planned stay in Israel.

These excursions or tours were approved by the competent authorities, such as IDF or Israel Police.

These excursions or tours take place accompanied by qualified instructors.

An insurance event occurring to the insured while participating in land sports activities, as described below, provided that this activity is part of the group's planned stay in Israel, and carried out with the approval of the competent authorities and accompanied by a qualified instructor:

Bungee jumping, mountain, ravines and cliffs climbing using special equipment, entrance to caves that are not authorized tourist sites, rappelling, ATV, ice skiing, snow skiing, racing cars, racing bikes, and a competitive organized sport.

Furthermore, it is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

### **Expansion of coverage for a pre-existing condition of asthma, diabetes, juvenile diabetes, allergies (pre-existing medical condition)**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Notwithstanding the qualification set out in section 19.18 of the General Terms section above, if purchased and specified on the insurance information page, the policy will be expanded to cover an insurance event due to the treatment of asthma, juvenile diabetes and allergies, despite the fact their existence was known to the insured prior to his arrival in Israel,

excluding expenses due to ongoing medical care. For the avoidance of doubt, it is hereby clarified that this policy covers treatments connected to a terminal and/or chronic disease, first discovered in the course of the insurance period.

Furthermore, it is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

#### **Expansion of coverage for evacuation and rescue in Israel**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

If purchased and specified on the insurance information page, the policy will be expanded to cover expenses with respect to search, location and rescue, incurred or that must be incurred for the evacuation of the insured in Israel, following an insurance event insured under the policy, up to a maximum limit of insurer liability of \$ 50,000 per insurance period. For the avoidance of doubt, it is hereby clarified that the insurer's liability limit for expenses with respect to search, location and rescue, pertain to all policy chapters in aggregate and not to each of them separately.

A prerequisite for this coverage is the insurer's or the service center's prior approval, including the manner in which this coverage will be executed, and through the entities prescribed to that end on their behalf alone.

It is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

#### **Expansion of coverage for the insured's expenses following his return to his country of origin before the planned return date**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

If purchased and specified on the insurance information page, the policy will be expanded to cover additional expenses incurred in practice by the insured, following the insured's return prior to the planned date to his country of origin, due to an insurance event covered under the policy, if a medical opinion was issued, determining that the insured must return to his country of origin before the planned return date to his country of origin, up to the amount of \$ 2,000.

It is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

#### **Expansion of coverage for mental problems and psychiatric hospitalization and treatment or psychological treatment**

The expansion listed below shall be in effect and apply provided the insurance information page notes that the expansion is included in the policy in the insured's name.

Subject to the qualification set out in section 19.18 of the General Terms of the policy, and notwithstanding the qualification set out in section 19.13 therein, if purchased and specified on the insurance information page, the policy will be expanded to cover an insurance event, for the indemnification of the insured by the insurer and/or payment from the insured to the service provider, for medical expenses for medical treatment and medication of the insured's health, stemming from mental problems diagnosed by a specialist and determined to be necessary as part of the emergency treatments of the insured, up to the amount of \$ 2,000.

It is hereby represented and agreed that there will be no change in the insurer's liability limit under Chapter A.

## Chapter B – Special expenses

The coverage in this chapter applies in addition to the coverage under Chapter A.

1. The insurer will pay special expenses incurred following a medical event defined as an insurance event in Chapter A, as follows:
  - 1.1 **Repatriation of body:** In the event of the death of the insured - expenses for the transfer of the corpse from Israel to the insured's home country will be paid up to a maximum sum of US\$ 5,000.
  - 1.2 **Emergency dental treatment:** Emergency dental treatment performed in a dental clinic which has an agreement with the insurer, solely in the event that the insured is in need of such treatment as first aid, up to a maximum sum of US\$ 500 per annual insurance period.
  
2. **Expenses for medical transportation via air** – in the event the insured requested, either in person or through his representative, to return to his country of origin following the insurance event, and the medical condition of the insured allows him to fly, but there is a chance that medical intervention during flight will be necessary, the insurer shall bear the cost of medical transportation of the insured from Israel to his country of origin, **up to a maximum of \$ 10,000, and subject to fulfillment of the following conditions:**
  - 3.1 The insured is in a state of a medical emergency.
  - 3.2 The insured underwent surgery following which he remained hospitalized for three days at least.

The insurer's liability under this coverage is contingent upon receiving prior approval and carrying out the flight through it only.
  
3. **Expenses for escorting** – the insurer will cover the airfare and a stay of one escort to the insured (or the cost of two escort if the insured is a minor), from the insured's country of origin to Israel and/or from Israel to the insured's country of origin, under the conditions and within the limits set forth below, after the occurrence of an insurance event to the insured, and provided that one of the following conditions is met:
  - 4.1 The insured is in a state of a medical emergency.
  - 4.2 The insured underwent surgery following which he remained hospitalized for three days at least.

Airfare – the cost of economy class airline ticket at a scheduled flight shall be covered.

Cost of stay – accommodation costs only in a hotel will be covered (without meals, drinks and other services), up to \$ 100 a day for one escort, but not more than \$ 150 per day in total for two escort, up to coverage limit of no more than 5 days.

## Chapter C – Accidental death insurance and disability due to an accident

**This Chapter shall enter into effect and apply provided the information page noted that death from an accident and disability due to an accident are covered under the policy in the name of the insured.**

If the insured suffers an insurance event as detailed hereunder during the insurance period, the insurer will make indemnity payments as follows:

### 1. **Death due to an accident:**

#### 1.1 **Definitions for this section**

**Accident:** Bodily injury which is sustained exclusive of any other causes due to an external, violent and accidental cause.

#### 1.2 **Insurance event:** The death of the insured as a direct and decisive consequence of an accident, that occurred within the insurance period stated in the policy schedule and whilst the policy is fully valid.

If the insured dies not as a direct, immediate and sole result of the accident itself (hereinafter: "the external causes"), the insurer will be liable solely if these external causes were not the decisive cause of the death of the insured

#### 1.3 **Indemnity payments:** The insurer will pay compensation of US\$ 10,000 on the occurrence of an insurance event to the beneficiary or, in the absence of a beneficiary, to the legal heirs of the insured.

#### 1.4 If indemnity payments have been made to the insured due to the same insurance event in respect of disability due to an accident, in the event of the death of the insured the insurer will pay solely the difference, if applicable, between the amount in accordance with this section and the amount paid as aforementioned in respect of disability.

### 2. **Disability due to an accident:**

#### 2.1 **Definitions for this section**

**Accident:** as defined in section 1.1 of Chapter C above, provided it did not result in the death of the insured.

If the disability was caused under the influence of an illness or pathological change, that have nothing to do with the accident itself, the insured will only be liable if this affect was not the decisive cause of the insured's disability.

**Insurance event:** Permanent disability of the insured due to an accident which is a direct and decisive consequence of the same accident subject to the following cumulative conditions:

#### 2.2 The accident occurred during the insurance period stated in the policy schedule, on condition that the insured is still alive 90 days after the occurrence of the accident and on condition that at the time of the accident the insurance premiums for the policy have been fully paid.

#### 2.3 If the disability was not a direct, immediate and exclusive result of the accident itself, the insurer shall be responsible only if this effect was not the deciding

cause for the insured's disability.

**2.4 Indemnity payments:**

2.4.1 The insurer will pay the sum insured of US\$ 10,000 (hereinafter: "**the sum insured**" or "**the capital amount**") or part thereof, in accordance with the rate of medical disability to be determined for the insured by a specialist doctor in the relevant field.

2.4.2 **Cumulative disability percentages:** A total cumulative level of disability will be determined for an insured who suffers from several disabilities each of which in respect of he is entitled to a disability percentage in accordance with this appendix.

2.4.3 For the avoidance of doubt, the insured will not be entitled to a total amount exceeding 100% of the disability sum insured due to an insurance event, regardless as to whether a lump-sum is paid due to the total disability of the insured or whether it is paid in instalments due to a number of claims for partial or cumulative disability. The amount payable will be calculated as a percentage of the full sum insured in respect of this appendix. As soon as the total amounts payable by the company in accordance with this appendix equals the full sum insured, the validity of this appendix will expire.

**3. Under no circumstances will the total amount payable in respect of the coverage in accordance with this section exceed US\$ 10,000.**

**4. The coverage in accordance with this section will apply solely from the moment that the insured leaves the aircraft when he arrives in Israel until he leaves Israel and this is subject to the definition of the insurance period in the definitions section in the preamble section.**

**5. Exclusions to this Chapter (shall apply in addition to the qualifications in the General Conditions Chapter):**

The insurer will not be liable in accordance with this chapter if the death or disability is caused directly or indirectly by or due to:

5.1 The insured flying in any type of aircraft other than if the insured flies in a civil aircraft authorized to carry passengers.

5.2 The use of explosives.

5.3 Intentional self-endangerment, other than self-defense and lifesaving.

5.4 Participation in military or pre-military exercises or activity on land, sea or air of any kind.

5.5 Suicide or attempted suicide, insanity, venereal disease, fracture (hernia), groin tunnel syndrome and athletes' hernia, back pain and bodily harm the insured caused to himself intentionally.

5.6 Medical or surgical treatment, unless the treatment is necessary due to an insurance event, physical impairment, disease, infection, disease, mental illness, concussion or nerves not accompanied by physical damage, a defect in prominent arteries or tissue cells or complications arising in respect thereof,

sunstroke or thermal injury. This exclusion does not apply if the illness or physical impairment were not the deciding factor in disability or death of the insured.

- 5.7 Ionizing radiation, radioactive contamination from any nuclear fuel or any nuclear waste, and/or any military nuclear material or nuclear fuel burning. "Combustion" means - any process of nuclear fission, sustaining itself.
- 5.8 Riots and strikes in which the insured participated actively.
- 5.9 The disappearance of the insured shall not be considered accidental death, unless the period of disappearance exceeds 90 days.
- 5.10 An accident as a consequence of surgery including minor surgery.