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 that constitutes an application to sign up for the insurance under this policy, such being filled in with all its details and signed by the insured candidate and / or by his / her spouse on behalf of each of his / her family members. The proposal will also include the health declaration completed and signed by the insurance candidate

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.

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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

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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.

1.22 I**ndex** - The consumer price index (including fruit and vegetables) published by the Central Bureau of Statistics or any other special index for health services, which will replace it, whether it is based on the same data on which the existing index is based or not. Should another index replace the existing index, the Central Bureau of Statistics will determine the ratio between it and the replaced index. The index is adjusted to the base index of 100.0 points from January 1959, being divided by 1000.

1.23 **Base Index** – The last known index on the 1st of the month of the date of commencement of the insurance

1.24 **Determining index** – The last index known on the day of payment of the insurance premium to the insurer or payment of the insurance amount to the policy holder or to medical service providers to the policy holder, in accordance with the terms of the policy.

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

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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 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.

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4.4 Furthermore, the insurer is not entitled to the remedies stipulated in section 4.2.2 after three years have elapsed from the commencement of the contract, unless the policy holder or the person whose life was insured acted with malicious intent to commit fraud.

4.5 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 insurance premiums will be paid in new Shekels being linked to the index as detailed below: The insurance premiums that the policy holder must pay, will be paid with the addition of the linkage discrepancies at the rate of increase / decrease of the determining index on the actual date of payment compared to the base index.

compared to the base index.

5.3 With the prior approval of the Commissioner of Insurance, but not before June 1, 2018, the insurer will be entitled to change the insurance premiums and the conditions for all the policy holders under this insurance. Should such a change be effected, the new insurance premiums will be calculated according to the new tariff applicable to all policy holders, without taking into account the changes that occurred in their state of health from the date of their signing up for the insurance.

If a change, as stipulated **above**, is effected **and approved by the Commissioner of Insurance, the insurer** will notify **the** policy holder **in writing**, **60 days in advance**, **of any** change **approved**, **providing full disclosure regarding the** changes **in the rate or scope of** insurance cover.

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 policy holder will, if required by the insurer, undergo a medical examination performed by a doctor / s acting on behalf of the insurer and at the insurer’s expense, provided that the examination is reasonable. The policy holder may, in time, seek to exhaust his rights under the policy in a court of

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law.

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 policy holder may at any time cancel the policy by means of a written notice to the insurer and the cancellation will take effect upon receipt of the notice by the insurer, in accordance with the provisions of the legislative arrangement.

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

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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

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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 as a result of war or action against a nationalist background, participation of the policy holder in war, the military, the police, a revolution, a rebellion, rampages, riots and acts of sabotage, or the insurance event is caused, directly or indirectly, by any violent criminal or misdemeanor act in which the policy holder participates.**

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.**

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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, 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 **<u>Pre-existing medical conditions</u>**

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:

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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 preexisting 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 preexisting 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.

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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 pay the insurance benefits or part of them, directly to the person who provided the insured with the medical service, or to pay them to the policy holder against original receipts. The documents and receipts can also be submitted digitally.

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

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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 healthcareIf

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.

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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 alterative 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

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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.

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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**:

   2.1. **The insured is in a state of a medical emergency.**
   2.2. **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:

   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.

   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.

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Full Disclosure – Summation of Insurance Terms and Conditions

Top for the Tourist – Insurance Policy for Tourists

Summation of the Details of the Policy

Item	Terms and Conditions
1. Name of the Insurance Policy	Top for the Tourist
2. Type of Insurance	Medical Insurance for Tourists in Israel
3. Period of the Insurance	The period stipulated in the insurance details sheet
4. Description of the insurance	Health insurance designated for tourists, by which the tourist is entitled to the covering of medical expenses in Israel **through the service provider included in the agreement**, such as - cover of hospitalization expenses at a hospital included in the agreement, medical expenses not during hospitalization, medical expenses for an examination by a doctor who is included in the agreement, laboratory tests, imaging carried out at an institute, diagnosis of immunizations and all as detailed in Section 4 of Chapter 1 of the policy. In addition, the following cover is available: Transferring a corpse, evacuating the insured to the country of origin due to an emergency medical condition, emergency dental treatment, flying an attendant upon the occurrence of a medical emergency, all as detailed in Chapter 2 of the policy.
5. The policy does not cover the insured in the following cases: (Exceptions to the Policy)	**General exceptions as detailed in Section 19 of the General Terms and Conditions chapter.** **Existing medical condition – as detailed in paragraph 19.8 of the General Terms and Conditions chapter.** **Chapter 3 (Death and Disability due to an Accident) – Section 5.**
6. Insurance Fees	Pursuant to that stipulated in the insurance details sheet.

Summation of the Description of the Insurance Cover in the Letter of Service

Name of the Cover	Description of the Cover	The Maximum Amount that can be Claimed
Cover for Health Services Pursuant to that Detailed in Section 4 of Chapter 1	**Hospitalization expenses at a hospital in Israel included in the agreement, hospitalization services in Israel, non-hospitalization expenses**: Medical expenses for an examination by a doctor who is included in the agreement as defined above, laboratory tests, imaging performed at a diagnostic institute as defined and / or at an imaging institute, medicines included in the basket of medical services, **additional medical services, etc.**	**100,000 dollars for the insurance period.**
Special Expenses Pursuant to that Detailed in Chapter 2 of the Policy	**The airborne transfer of a corpse** - the transfer of a corpse from Israel to the country of origin. **Emergency dental care** - first aid at dental clinics that are included in the agreement. **Medical flight expenses** - when a medical flight is required from a medical standpoint when there is an emergency medical situation or if the insured underwent surgery and was hospitalized for at least 3 days. Subject to prior approval and flight through a service provider included in the arrangement. **Expenses for an attendant** - Flight expenses and accommodation of one attendant for the insured (or the expenses of two attendants in the event that the **insured** is a minor child), from the country of origin of the **insured to Israel and / or from Israel** to the country of origin of the insured, when the insured is in an emergency medical condition or underwent surgery, in the wake of which the insured remained hospitalized for at least 3 days.	Airborne transfer of a corpse - up to a maximum of $ 5,000. Dental emergency: $ 500 per year. Medical flight expenses - up to a maximum of $ 10,000. Expenses of an attendant flight - ticket in tourist class Accommodation expenses - Accommodation only at a hotel up to $ 100 per day for one attendant, but not more than $ 150 per day for two attendants, up to a maximum coverage of not more than 5 days.
Notes - In the event of indemnification, the insurance company will pay the actual expenses up to the ceiling determined in the policy. Please note that if you have identical cover in another policy, you will not be entitled to double reimbursement over and above the actual expenses and subject to the terms and conditions of the policy.		

The full terms and conditions are those detailed in the policy

September 1, 2018 – Revision of the Full Disclosure

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