

**Migdal**

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[www.migdal.co.il](http://www.migdal.co.il)

**Migdal Platinum World Tour  
Foreign Travel Insurance**

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**Migdal**

Migdal Insurance Company Ltd

**Foreign Travel Insurance Policy**  
**Migdal Platinum World Tour**

Dear insured,

We thank you for choosing the "Migdal World Tour" policy provided by Migdal Insurance Company.

This booklet provides full information about the plan and the insurance cover and tells you what to do in the case of a claim.

Kindly note, that the aforementioned policy is **for one trip only**.

While the policy provides the most comprehensive insurance cover, **it does not cover the cost of treating an existing or deteriorating medical condition unless this was expressly included in the policy schedule and approved by the company.**

Kindly note that during your stay abroad a help line shall be at your disposal 24 hours a day.

We wish you a safe and pleasant trip.

**Migdal Insurance Company Ltd**

## Foreign travel insurance policy

### Migdal Platinum World Tour - Policy coverage summary

The amounts of insurance cover provided by this policy shall be in accordance with the option chosen and specified in the insured's schedule and the sums specified for that chosen option shall be as follows:

Type of cover	Insurer's liability ceiling
Total for chapters 2 and 3	\$1,500,000
<b>Chapter 2 - Medical expenses incurred during hospitalization</b>	
Overland evacuation (paragraph 2.2)	Up to the maximum amount of cover
Evacuation by air/sea (paragraph 2.3)	Up to the maximum amount of cover
Medical flight (paragraph 2.4)	Up to the maximum amount of cover
<b>Chapter 3 - Medical expenses not incurred during hospitalization</b>	
Medications (paragraph 3.2)	\$500
Emergency dental treatment (paragraph 3.3)	\$500
Psychotherapy expenses in Israel (paragraph 3.4)	\$400
<b>Chapter 4 - Additional expenses</b>	
Travel ticket (paragraph 4.1)	\$1,500
Accommodation expenses incurred abroad (paragraph 4.3)	\$80 a day and \$1,000 in total
Transfer of corpse (paragraph 4.4)	Up to the maximum amount of cover
Loss of deposits paid due to cancellation or curtailment of trip (paragraph 4.4)	\$6,000
Cancellation of trip due to emergency mobilization of army reserves	\$1,500
Transportation by air of a close relative (paragraph 4.5)	\$1,500
Legal expenses incurred in criminal proceedings abroad (paragraph 4.6)	\$5,000
Loss of tuition fees and/or rent (paragraph 4.7)	\$1,500
Escape (paragraph 4.8)	\$1,500
<b>Chapter 5 - Personal accident insurance</b>	
Where the insured is 18-65 years old	\$20,000
Where the insured is less than 18 years old or more than 65 years old	\$10,000
<b>Chapter 7 - Third party liability</b>	
Maximum cover	\$100,000
<b>Chapter 8 - Luggage (This cover will only be provided if expressly included in the schedule)</b>	
Total cover per item of luggage	\$2,200
Valuables (paragraph 8.2.1)	\$500 but not more than \$300 per item or set of items
Suitcase/bag/wallet (paragraph 8.2.2)	\$300
Burglary/theft from a vehicle (paragraph 8.2.3)	\$300
Delay in luggage arrival (paragraph 8.2.4)	\$150
Replacement of documents (paragraph 8.2.5)	\$200

Video camera (paragraph 8.2.6)	\$300
<b>Luggage extensions in return for payment of an additional premium (only if expressly stated in the schedule)</b>	
Laptop/tablet computer (paragraph 8.3)	\$1,200
If laptop/tablet computer was stolen from a vehicle	\$600
Cell-phone or GPS device (paragraph 8.4)	\$750
If a telephone or GPS device was stolen from a vehicle	\$375
<b>Chapter 9 - Extensions in return for payment of an additional premium (only is expressly stated in the schedule)</b>	
Winter sports extension (paragraph 9.3)	Cover under chapters 2-5 for an insured event occurring as a result of a winter sport, up to the maximum amounts specified with respect to each of the risks referred to in these chapters above
Extreme sports extension (paragraph 9.4)	Cover under chapters 2-5 for an insured event occurring as a result of an extreme sport, up to the maximum amounts specified with respect to each of the risks referred to in these chapters above
Deterioration of an existing medical condition	\$250,000
Pregnancy - up to the end of the 32 <sup>nd</sup> week of pregnancy on the day of the event	\$200,000
Search and rescue extension (paragraph 9.5)	\$130,000
Transfer to Israel in the event of use of hallucinogens	\$15,000

**Excess (paragraphs 12.1-12.2 of the policy):**

- A. The excess to be deducted from the insurance benefits paid by the insurer to any person insured under this policy with respect to each accident and/or illness or luggage claim (where such cover exists under the policy in the insured's name) shall be \$30, other than with regard to a laptop/tablet computer where it is expressly stated in the schedule that the laptop/tablet computer extension was purchased, in which case the excess to be deducted shall be \$100 (in total).

- B. Notwithstanding the provisions of paragraph A' above, the excess shall not be paid with respect to hospitalization expenses, emergency dental treatment and replacement of documents.
  
- C. With regard to the search and rescue extension, should a claim be made with respect to transfer to Israel as a result of using hallucinogens, an excess in the sum of \$2,000 shall be deducted.

# Terms of the policy - Platinum Foreign Travel

## Chapter 1 - Definitions

### 1.1 The insurer's website - [WWW.MIGDAL.CO.IL](http://WWW.MIGDAL.CO.IL)

### 1.2 Hospital -

Any institute recognized by the competent authorities as being a hospital only; institutions which are used exclusively as a convalescent home, recuperation or ambulatory facility, sanatorium, medical clinic or rehabilitation institute shall not be regarded as a hospital.

### 1.3 Trip cancellation -

The non-travelling abroad of the insured from Israel during the insurance period.

### 1.4 Close relative -

Wife, husband, mother, father, son, daughter, brother, sister, grandson, granddaughter, father-in-law, mother-in-law (even if one of them is a step/adopted relative) and/or a sole business partner (in a two-person partnership only).

### 1.5 Valuables -

Precious metals, diamonds, jewelry, precious stones, watches, furs, electrical appliances, electronic or optical equipment, skiing equipment, diving equipment, surfboards and/or sailboards, camera and camera accessories (excluding a video camera), various types of photographic equipment, computer/s and accompanying equipment, musical instruments, leather garments, ritual and sacramental objects stored in luggage.

### 1.6 Dollar -

USD.

### 1.7 **Medical expenses -**

The sums incurred by the insured or an additional insured named in the schedule for the following medical services which they received abroad: treatment provided by a qualified physician, diagnostic tests, x-rays and/or imaging tests, provision of hired medical accessories other than during hospitalization, medications required to treat the insured where the insured incident occurred abroad which were prescribed by a qualified physician or recognized medical institution and not administered during hospitalization, provided that the sums involved do not exceed those normally charged in the country in which the place providing the treatment is located and the total amount specified in the policy for such costs.

### 1.8 **Deterioration of an existing medical condition -**

**A sudden and unexpected deterioration in the insured's current state of health as defined in this policy, as a result of which emergency treatment had to be provided abroad. A deterioration in relation to each of the following shall not be covered: cancer, AIDS, organ transplant/s, implantation of a pacemaker, dialysis, C.F., M.S., hemophilia and/or Parkinson's disease, regardless of whether the insured knew of the illness or the need for the medical service or not.**

### 1.9 **Medical flight -**

A regular service flight and/or special service flight accompanied by a medical team trained to handle the insured's condition from a medical point of view during his transit from abroad to Israel **provided it is arranged by the insurer and/or a service provider acting on its behalf.**

### 1.10 **The insured -**

The proposer and/or each of the other individuals specified in the schedule as being insured under the policy.

### 1.11 **The insurer -**

Migdal Insurance Company Ltd.

**1.12 Loss of deposits due to cancellation or curtailment of trip -**

Direct expenses incurred by the insured due to payment of non-refundable deposits or advances or which the insured was required to pay resulting from a necessary and unavoidable cancellation or curtailment of a journey or trip by the insured, subject to and in accordance with the policy conditions and exceptions.

**1.13 The proposal -**

The details and declarations in the proposal form.

**1.14 Abroad -**

Any non-enemy country outside Israel and the occupied territories, including a ship or aircraft on route to or from Israel.

**1.15 Luggage**

An item of personal baggage **other than business or commercial cargo** owned by or in the possession of the insured and accompanying him and/or stored in a hotel and/or apartment for personal use only.

**1.16 Travel ticket**

A travel ticket which the insured purchased abroad in place of the one he bought when he left Israel in order to return to Israel from a particular destination at the end of his trip.

**1.17 Illness -**

A malady or ailment as specified in a medical certificate which is not an accident as defined hereinafter.

**1.18 Escort -**

Another person who accompanied the insured when he left Israel with the intention of returning with him, or who is accompanying him on the instructions of a foreign physician.

**1.19 Emergency medical situation -**

A situation in which without urgent medical treatment the insured would be in

immediate danger of death or serious or irreversible disability.

**1.20 Existing medical condition -**

An injury sustained in an accident or an illness for which the insured has received medical treatment including drug treatment only, or as a result of which he had been under supervision at the time of or during the three months before his journey abroad.

**1.21 Permanent disability**

Total anatomical or functional loss of a limb or body or parts thereof, resulting from an accident.

**1.22 Trip -**

One return trip abroad from Israel during the insurance period as specified in the policy.

**1.23 Service provider -**

The service provider dealing with insured events which occurred abroad and which are covered by this policy, whose identity shall be determined from time to time by the insurer and who had an agreement with the insurer at the time of the claim under the policy to provide services to those insured under this policy and according to its conditions.

**1.24 Curtailment of trip -**

The termination of the insured's stay abroad and his return to Israel before the date on which he had planned to do so as specified in the original travel ticket.

**1.25 Physician -**

A physician who holds a lawful, valid license and practices conventional medicine according to the laws of the country in which he works.

**1.26 Replacement of documents -**

A passport, travel ticket/s and/or other plane ticket/s which may be replaced, theatre tickets, etc., as well as business documents such as commercial samples

and drawings.

**1.27 Injury -**

An unforeseen personal injury which was caused during the insurance period by an external and visible source of physical force in a sudden, one-time and unforeseen incident which occurred during the insurance period, and which constitutes, without being dependent upon any contributing factor, the sole, direct and immediate reason for the occurrence of the insured incident. **For the avoidance of doubt, it is hereby clarified that injury resulting from an illness or as the aggregate result of micro-traumas over a period of time or as a result of verbal violence and/or psychological and/or emotional harm and/or mental pressure shall not be considered to be an "injury".**

**1.28 The insurance period -**

The insurance period as indicated in the proposal, although it shall not commence before the day on which the insured left Israel nor expire after the date of his return to Israel, with a further 48 hours being added if a delay was caused by the means of transport which the insured was to return to Israel in.

1.28.1 Notwithstanding the foregoing, the insurance period shall be extended for the following reason only: Loss of deposits due to cancellation or curtailment of the trip - it shall commence on the date on which the policy was issued, but not more than 90 days before the date on which the insured planned to leave Israel, and shall expire on the day on which the trip abroad had been due to take place.

1.28.2 Luggage insurance (where the insured took out such cover) - shall commence from the moment the insured left his home to travel abroad or, if earlier, when he handed over the luggage to the carrier, and shall end when he returns directly to his home, and all within the insurance period.

**1.29 Medication -**

A chemical substance which is designed to cure and/or prevent a deterioration of a proven organic pathology which is capable of clinical imaging and/or

pathological measurement at the time of filing the claim, the effectiveness of which has been proved and the use of which as a medication has been approved by the competent authorities in the country in which it was purchased.

## **Chapter 2: Hospitalization expenses**

Upon the occurrence of an insured event, the insurer shall indemnify the insured for hospitalization expenses as follows:

### **2.1 Hospitalization expenses incurred abroad -**

Sums paid for hospitalization and medical services provided in a foreign hospital during hospitalization, including for the hospital room, food, medical treatment, examinations, diagnostic tests, operating theatre charges and surgeon's fees, intensive care, anesthetists and medications the prices of which do not exceed those normally charged in the country in which the place providing the treatment is located with respect to a two-bed (semi-private) ward. These expenses shall be paid either directly by the insurer to the foreign hospital through the service provider or by reimbursing the insured for the sums which he paid.

### **2.2 Overland evacuation -**

Reasonable expenses charged for transporting the insured to a nearby hospital abroad by any means of land transportation, which is suited from a medical point of view to the state of the insured's health.

### **2.3 Evacuation by air/sea -**

The costs involved of airborne/maritime evacuation in a medical emergency, from the place where the event occurred to the nearest hospital.

### **2.4 Medical flight -**

The insurer shall pay for a medical flight as defined above which the insured requires due to the occurrence an insured event which is covered by this policy in order to transfer him to Israel for further medical treatment. The manner of

transferring the insured from abroad to Israel shall be decided exclusively by a doctor acting on the insurer's behalf, after receiving precise information about the insured's medical condition and the possibility of him being treated in the place where he became ill or was injured. **For the avoidance of doubt, a return travel ticket to Israel which was in the possession of the insured and/or the person escorting him to Israel shall be endorsed in favor of the insurer or its cost set off against the indemnity which the insurer is obliged to provide for the insured.**

**The cover under paragraphs 2.2, 2.3 and 2.4 above, shall be conditional upon receiving prior approval for the aforementioned evacuation/flight from the insurer and/or the service provider only.**

**The insurer's maximum liability under Chapter 2 (hospitalization costs) and Chapter 3 (medical costs not incurred during hospitalization) shall not exceed the total figure specified in the policy coverage summary.**

### **Chapter 3: Medical expenses not incurred during hospitalization**

The insurer shall indemnify the insured for the following medical costs, as defined in this policy, which were incurred as a result of an insured event:

**3.1 Medical expenses incurred abroad** according to the prices ordinarily charged in the country in which the treatment was provided.

**3.2 Medications** - The cost of medications which were purchased **in reasonable quantities** abroad after being prescribed by a qualified physician or recognized medical institution **up to the maximum figure specified in the policy coverage summary. Medications which the insured takes on a regular basis will not be covered under this paragraph.**

**3.3 Emergency dental treatment** expenses up to the maximum figure specified in the policy coverage summary. Emergency dental treatment shall mean: first aid and pain relief treatment in the case of toothache caused by infection,

inflammation or pressure ulcers, as well as a necessary dental filling or the reattachment of a fallen dental crown, which require immediate treatment, **provided that the insured had not been scheduled to undergo this treatment in advance.**

3.4 **Expenses incurred for psychotherapy in Israel** as a result of an injury sustained abroad **up to the maximum sum specified in the policy coverage summary**, provided that the insured is not entitled to have them paid for from any other source, including the HMO of which he is a member.

**The insurer's maximum liability under Chapter 2 (hospitalization costs) and Chapter 3 (medical costs not incurred during hospitalization) shall not exceed the total figure specified in the policy coverage summary.**

#### **Chapter 4: Additional expenses**

The insurer shall indemnify the insured for the following additional expenses which were incurred as a result of an insured event:

4.1 **Travel ticket** : The cost of a travel ticket to Israel which was purchased for the insured who due to his poor state of health, as certified by the physician treating him, cannot wait to fly back on the original date, as well as the cost of a travel ticket for one escort only as defined in the policy, **subject to the maximum figure specified in the policy coverage summary. Should the insured and/or the escort be entitled to a refund with respect to cancellation of the original travel ticket, the insurer shall only pay the difference between the price of the new travel ticket which was purchased for the insured and/or the escort as aforesaid, and the price of the original travel ticket.**

4.2 **Accommodation expenses incurred abroad :**

4.2.1 Should as a result of the occurrence abroad of an insured event during the insurance period, an insured who was travelling abroad be forced to end his trip on the instructions of the physician treating him, the insurer shall pay the cost of hotel accommodation for the insured and an escort of the standard the insured had been staying in with his group when the insured event occurred, **for up to ten days and/or, if later, until their return to Israel on the earliest scheduled flight available.**

4.2.2 Should an insured event occur abroad during the insurance period to an insured who was travelling abroad, then notwithstanding that under the terms of the policy the insurance period had ended, if according to an opinion given to the insurer by a qualified physician, the insured's condition prohibits him from flying to Israel and that his health and life are in danger, the insurer shall pay and indemnify the insured for the cost of staying in a hotel in the country where he is located **for a period of up to ten days.** Should the insured have been accompanied by an escort as defined above, after the insurance period had expired, who had not come from Israel to help the insured, then the insurer shall also indemnify the escort with respect to the cost of the hotel expenses as aforesaid.

**The insurer's liability under this paragraph shall not exceed the sum specified in the policy coverage summary.**

#### 4.3 **Transfer of corpse -**

Should the insured die as a result of an insured event, the insurer shall pay the expenses involved in transporting his body to Israel from the place where the event occurred, **subject to the express condition that the insurer or its nominee shall undertake the transfer. It is emphasized that the insurer's maximum liability under this paragraph shall not exceed the sum specified in the policy coverage summary.**

#### 4.4 **Loss of deposits paid due to cancellation or curtailment of trip**

4.4.1 **Cancellation of trip -** The insurer shall indemnify the insured for the loss of non-refundable deposits or sums which the insured paid in advance or is

obliged to pay, for expenses connected with the insured's trip, such as hotel reservations and car rental, attributable to the necessary and unavoidable cancellation of the trip during the insurance period, **up to the maximum figure specified in the policy coverage summary.**

- 4.4.2 **Curtailement of trip** - Where the insured's trip had to be curtailed for one of the reasons set out hereinafter, the insurer shall pay the insured a relative part of the planned ground services non-refundable expenses which were paid in advance according to the reservations which had been made, proportionately calculated for each day of the planned trip which was lost, **up to the maximum figure specified in the policy coverage summary.**

**The cover referred to in this paragraph for loss of non-refundable payments shall only apply if the trip had to be cancelled or curtailed for one of the following reasons:**

- (1) The insured and/or the person accompanying him had died.
- (2) In the case of a cancellation, the insured and/or his escort had contracted an illness which resulted in the insured and/or his escort being confined for at least 24 consecutive hours in a hospital in Israel or which would ordinarily require the insured or the escort to be bedridden or housebound upon a physician's instructions for the week preceding the date of the trip.  
Where the trip was curtailed, the cover shall only be provided if the period of the trip was curtailed upon the instructions of a foreign physician treating the insured or his escort abroad for an illness or injury which he contracted or sustained abroad.
- (3) The death or confinement in a hospital in Israel of a close relative as a result of an illness or injury.
- (4) Scheduled flights had been cancelled due to an epidemic or riots and disturbances in the countries of destination which prevented their departure.
- (5) The insured had been abducted.

- (6) In the case of a cancellation (during the insurance period as defined in the definitions chapter), within 14 days before the date of the trip the insured's home had been damaged by fire, explosion, malicious activity, storm or flood, or the insured's personal presence had been required for the purposes of a police investigation following a burglary or attempted burglary at his home or business premises.
- (7) The insured had been called into the reserves under an emergency mobilization order (Order 8) issued by an authorized military source during the 7 days preceding the original date on which the insured had planned to go abroad. For the avoidance of doubt, it is hereby clarified that compensation available under this paragraph shall only be paid with respect to the insured's losses as aforesaid, and not for those of the escort as aforesaid which were caused by the insured's enlistment under the mobilization order.

**The insurer's liability under this paragraph shall not exceed the sum specified in the policy coverage summary.**

**4.5 Transportation by air of a close relative:** Where an insured is hospitalized abroad alone with a fatal injury or illness for more than 14 consecutive days, the insurer shall pay the cost of flying out one of his close relatives for the sole purpose of visiting him, **up to the maximum sum specified in the policy coverage summary.**

**4.6 Legal expenses occurred in criminal proceedings abroad** - The insurer shall pay for the cost of hiring an attorney to defend the insured in criminal proceedings filed during the insurance period against the insured while he was staying abroad, provided that the insured was acquitted of the charges in the case or the indictment was based on an act or omission which is not prohibited under Israeli law.

**The insurer's liability under this paragraph shall not exceed the figure specified in the policy coverage summary.**

**4.7 Loss of tuition fees and/or rent: Subject to both of the following conditions,**  
the insurer shall reimburse the insured for lost tuition fees or rent attributable to an injury which he sustained abroad, which is covered by this policy and which prevented him from attending classes at the commencement of his studies at a higher education institution in Israel:

**4.7.1 The insured had been accepted for a course of study at a higher education institution in Israel before the event occurred.**

**4.7.2 The insured had been prevented from attending his studies when they began on the instructions of a physician.**

**In addition to the foregoing, the following conditions shall apply:**

**In the case of lost tuition fees** - An undertaking had been given to pay the higher education tuition fees or they had actually been paid.

**In the case of lost rent** - The insured had undertaken to pay or had paid for dormitory accommodation located on the premises of the higher education institution at which he had been accepted or alternatively the rent had been paid in advance for an apartment located in close proximity to the higher education institution which did not serve as his permanent place of residence before the studies commenced.

**The insured's liability under this paragraph shall not exceed the figure specified in the policy coverage summary.**

**The insurer shall not be obliged to indemnify the insured under this paragraph if he was absent from his studies for less than 30 days.**

**4.8 Escape** - Expenses with respect to the insured's escape from a country in which he had been staying and where his life or liberty had been put in danger by a revolution or regime change, up to the sum specified in the policy coverage summary. Subject to the foregoing, the insurer shall pay the expenses of escaping to a neighboring country only, which shares a common border with the country in which the insured is located and in which his life would not be in danger.

#### **4.9 Special exclusions applying to this chapter –**

**In addition to the limitations, exceptions and exclusions specified in this policy, the following special limitations, exceptions and exclusions shall apply to this chapter:**

**The insurer shall not pay any claim resulting directly or indirectly from:**

- 4.9.1 A law or government regulation, an extension or amendment or alteration to the recorded timetable, a failure to provide information regarding any part of the planned vacation (including due to a mistake, omission or oversight) on the part of any provider of a service which constitutes part of the planned trip and/or a travel agent and/or a tour organizer through which the trip was ordered and/or booked.**
- 4.9.2 A loss of desire on the part of the insured to leave on the trip due to his economic situation.**
- 4.9.3 The cost of travelling and refinancing a trip to any foreign country as a result of the trip being cancelled or curtailed.**
- 4.9.4 An unlawful act by or criminal proceedings taken against any person who was responsible for the tour programs, as opposed to a delay resulting from him being subpoenaed to testify in court.**
- 4.9.5 A failure to notify a travel agent and/or tour organizer and/or transportation services provider and/or accommodate and lodging services provider, immediately upon it becoming clear that the trip would have to be cancelled or curtailed.**
- 4.9.6 A claim for the partial refund of the cost of the original travel ticket where it had been used to leave and return to Israel or exchanged for another ticket by the carrier due to a delayed return or shortened or discontinued trip.**
- 4.9.7 The fertility treatment, pregnancy, treatment of a fetus and/or delivery of a baby of a woman who when the policy was purchased had been pregnant, if she had been aware of her pregnancy at the time when she travelled abroad.**

- 4.9.8 **The death or hospitalization of a close relative attributable to a medical condition which had existed before the insured travelled abroad (in the case of curtailment), or at the time when the insurance policy was purchased (in the case of cancellation).**

## **Chapter 5: Personal accident insurance**

The following insurance benefits shall be paid with respect to a personal injury suffered by the insured during the insurance period as the direct result of an **"accident"**:

- 5.1 **In the event of the insured's death**, the insurer shall pay in Israel to the beneficiary specified in the list, and in the absence of such a beneficiary to his lawful heirs, the executors of his estate or those charged with implementing his will, the amounts specified in the policy coverage summary as required by law.
- 5.2 **In the event of permanent disability (full and absolute)**, the insurer shall pay the insured a relative amount of the compensation specified in paragraph 5.1 above based on the percentage of disability calculated in accordance with the tests described in the following determination of medical disability clause.
- 5.3 The determination of permanent disability clause
- 5.3.1 Subject to the terms of the policy and the insurer's approval, the percentage of permanent disability caused to the insured as a result of an injury covered by this policy shall be determined by a physician in accordance with the relevant tests for the type of injury in question as set out in section 11 of the National Insurance Regulations (Determination of Work Injury Disability Levels) 5716 - 1956 and Part 1 of the Schedule attached thereto (hereinafter: "the tests"). **None of the provisions of the National Insurance Law and its Regulations shall apply to this policy as a result of determining the level of disability as aforesaid.**

5.3.2 Where as a result of an insured event the insured also has a cause of action against the National Insurance Institute, then **with the exception of a determination made under sections 15-16 of the National Insurance Regulations (Determination of Work Injury Disability Levels) 5716 - 1956**, the findings the National Insurance Institute made in accordance with the relevant tests referred to in paragraph 1 above regarding the percentage of the insured's disability resulting from the insured event, shall also be binding on the parties to this policy.

5.3.3 **Any permanent disability which existed before and/or other than as a result of the insured event shall be deducted when determining the disability percentage under this chapter.**

**The insurer's total liability under this chapter shall not exceed the figure specified in the policy coverage summary.**

**Chapter 6: Exceptions to Chapters 2, 3, 4, 5 and 8 (provided that the insured purchased the additional cover set out in paragraph 8 as expressly confirmed in the schedule).**

**In addition to the limitations, exceptions and exclusions specified hereinafter in Chapter 10 and the conditions and exclusions specified in relation to the types of cover provided under Chapters 2, 3, 4 and 5 of this policy, the following special limitations, exceptions and exclusions shall apply:**

6.1 The insurer shall not be obliged to and shall not pay insurance benefits with respect to a claim/claims submitted under Chapters 2, 3, 4 and 5 of this policy, resulting from or connected with:

6.1.1 **A medical condition of the insured and/or a close relative the treatment of which had been expected.**

- 6.1.2 A medical condition which induced the treating physician to recommend that the insured refrain from travelling abroad.**
- 6.1.3 A medical condition for which the insured was on a waiting list for medical treatment and/or hospitalization and/or surgery.**
- 6.1.4 A medical condition for which the insured or a close relative was being treated other than by drug therapy only and/or was under supervision at the time when or during the 3 months before the insured travelled abroad.**
- 6.1.5 A trip which was made for the purpose of receiving medical treatment.**
- 6.2 The insurer shall not be obliged to pay for hospitalization and medical expenses for treatment which could have been postponed until the insured returned to Israel.**
- 6.3 In any event the insurer shall be entitled to oblige the insured at any time to return to Israel in order to receive medical treatment or further medical treatment where from a medical point of view he is able to do so.**
- 6.4 The insurer shall not be obliged to pay for a medical flight which was not organized through the insurer and/or the service provider and/or pursuant to approval given on its behalf.**
- 6.5 The insurer shall not be obliged to cover expenses arising from a pregnancy, an ectopic pregnancy, pregnancy complications, a miscarriage, birth (including a premature birth, treatment of a fetus, embryo or premature baby, as the case may be), unless an appropriate policy extension was purchased for pregnancy, in**

**which case cover shall be provided with respect to an insured event connected with pregnancy under the terms of the extension.**

- 6.6 The insurer shall not be obliged to cover expenses arising from the treatment of acquired immune deficiency syndrome (AIDS) and/or the transplant of one or more organs.**
- 6.7 The insurer shall not cover the cost of hospitalization in Israel or pay medical expenses which were not incurred during hospitalization in Israel, in continuation of an insured event that occurred abroad.**
- 6.8 The insurer shall not pay for the following forms of treatment:- physiotherapy, mechanotherapy, hydrotherapy, naturopathy, homeopathy, alternative medicine, healing programs, acupuncture, treatment administered by a chiropractor, periodic checkup tests, gum surgery and/or treatment, dental treatment (other than emergency treatment), psychotherapy, neurological and/or psychiatric treatment, follow-up care after gum surgery or treatment, cosmetic-aesthetic surgery (plastic surgery) and/or treatment.**
- 6.9 The insurer shall not pay for medical or other accessories or for; spectacles, eyeglasses, contact lenses, hearing aids or any kind of prosthetic device.**
- 6.10 The insurer shall not pay insurance benefits for an event or injury which is included in the list of general exclusions under the policy.**

## **Chapter 7: Third party liability cover**

The insurer shall indemnify each person insured for up to the amount specified in the policy coverage summary against liability to a third party under the Torts

Ordinance in Israel for personal injury and/or damage to property which occurred during the insurance period.

### **Exceptions to Chapter 7: Third party liability**

**7.1 Insurance benefits shall not be paid under this chapter where the insured's liability to a third party is of one of the following kinds or resulted directly or indirectly from it:**

**7.1.1 Employers' liability, a contractual obligation or an obligation towards a close relative of the insured.**

**7.1.2 Liability resulting from a deliberate, malicious or illegal act, damage or injury caused by animals belonging to the insured, in his possession or under his control or supervision.**

**7.1.3 Liability attributable to a trade, business or profession.**

**7.1.4 Liability attributable to ownership, possession or use of land, buildings (unless being used as temporary accommodation), motor vehicles, aircraft or sailing vessels.**

**7.1.5 An event or damage included in the list of exclusions to Chapter 8 (luggage) and Chapter 10 (general exclusions applying to all chapters of the policy).**

### **Chapter 8: Luggage (accompanying personal baggage)**

**The cover under this chapter shall only be provided if luggage is specified in the schedule as being included within the insured's policy and where a carrier was responsible for the luggage the insurance benefits shall only be**

**paid with respect to the difference between the sum paid by it and the maximum level of cover provided under the policy.**

8.1 The insurer shall compensate the insured for the loss of or damage to his accompanying luggage during the insurance period as defined in the schedule by paying him **up to the maximum amount specified in the policy coverage summary, but not more than its actual worth (after making a deduction for wear and tear as stated in paragraph 8.5.3), provided that this cover was expressly stated in the schedule as being included in the policy.**

**Notwithstanding the foregoing, an insured who is under 18 years of age shall be entitled to an indemnity of half the sums specified with respect to this chapter in the coverage summary.**

8.2 The maximum insurance benefits for lost or damaged luggage shall be subject to the liability ceiling applying to the entire chapter and types of cover referred to therein, as described in the policy coverage summary, and as set forth below:

8.2.1 Valuables - As defined in the definitions chapter.

8.2.2 Value of a suitcase and/or bag and/or wallet.

8.2.3 Maximum cover in the case of burglary or theft from a vehicle (other than a public vehicle), including theft of the luggage during the theft of the vehicle itself, or theft from a storage locker.

8.2.4 Late arrival of luggage - Up to the figure specified in the policy coverage summary, provided that the duration of the delay shall be more than 24 hours from the time when the insured arrived at his destination abroad and the insured produced receipts for essential items which he bought within 72 hours of arriving, and before the luggage arrived, at his destination.

8.2.5 Indemnification with respect to replacement of documents - as defined in the definitions chapter of the policy.

8.2.6 Compensation for loss or theft of a video camera - up to the maximum sum specified in the policy coverage summary.

**8.3 An extension to cover loss/theft of a laptop/tablet computer under this paragraph shall only be valid and applicable if the computer had been purchased by the insured and the extension was expressly included in the schedule.**

8.3.1 In addition to the cover provided for valuables under the luggage chapter, the insurer shall indemnify the insured against loss or theft of a laptop/tablet computer in a foreign country during the insurance period, provided a description of the computer was given in the proposal. The sum which the insurer shall pay the insured to compensate him for the theft damage and/or loss of a **laptop/tablet computer under this paragraph shall not exceed the maximum figure specified in the policy coverage summary, although if it was stolen from a vehicle (other than from a public vehicle), including during the theft of the vehicle itself, or from a luggage storage compartment, the maximum amount of cover shall be only 50% of the figure specified in the policy coverage summary. In any event, the value of the indemnity shall not exceed the actual value of the laptop/tablet computer.**

**The excess payable for each claim under this extension shall be \$100.**

**8.3.2 Special exceptions to this paragraph:**

**In addition to the exceptions stipulated in paragraph 8.5 below, no insurance benefits shall be paid under this paragraph in each of the following cases:**

**8.3.2.1 The loss or theft of the laptop/tablet computer was caused as the result of confiscation or impoundment.**

**8.3.2.2 Direct or resultant damage of any kind to the laptop/tablet computer, including breakage or mechanical or electrical malfunction.**

**8.4 Extension for loss/theft of a cell-phone or GPS device**

**This paragraph shall only be valid and applicable if the cell-phone or GPS device had been purchased by the insured and the extension was expressly included in the schedule.**

**8.4.1 In addition to the cover provided for valuables under the luggage chapter, the insurer shall indemnify the insured against loss or theft of a cell-phone or GPS device a description of which is recorded in the proposal in a foreign country during the insurance period.**

**The sum which the insurer shall pay the insured to compensate him for the damage, theft damage and/or loss of a cell-phone or GPS device under this paragraph shall not exceed the maximum figure specified in the policy coverage summary, although if it was stolen from a vehicle (other than from a public vehicle), including during the theft of the vehicle itself, or from a luggage storage compartment, the maximum amount of cover shall be only 50% of the figure specified in the policy coverage summary. In any event, the value of the indemnity shall not exceed the actual value of the cell-phone or GPS device.**

**The excess payable by the insured for any claim under this extension shall be \$30.**

**8.4.2 Special exceptions applying to this paragraph:**

In addition to the exceptions specified in paragraph 8.5 below, insurance benefits shall not be paid under this paragraph in each of the following cases:

8.4.2.1 The loss or theft of the cell-phone or GPS device was caused as a result of confiscation or impoundment.

8.4.2.2 Direct or resultant damage of any kind to the cell-phone or to the GPS device, including breakage or mechanical or electrical malfunction.

**8.5 Exceptions to Chapter 8: The insurer shall not pay a claim/claims resulting from or connected with:**

**8.5.1 Cash, cheques of any kind, stamps, camera films, all manner of tickets (plane tickets which cannot be replaced, train and bus tickets, tickets to a theatre or other live show, etc.), computer software, floppy disk, hard disk, compact disk, loss or damage to business tools and/or commercial goods including business samples, spectacles, contact lenses, medical instruments including dentures, hearing aids, medications (as luggage), mobile phone and/or any other cellular device (unless an appropriate extension was purchased), umbrella, parasol, artwork, whether the loss of and/or damage occurred to the item separately or together with the rest of the insured's entire luggage.**

**For the avoidance of doubt it is hereby clarified that no damage shall be covered which resulted from ordinary wear and tear, erosion, gradual disintegration, breakage, or a**

**mechanical or electrical malfunction, damage caused by fire, confiscation and/or impoundment.**

**8.5.2 Loss or damage caused to valuables as defined in the policy, which were not being worn by the insured, carried in his hand luggage or kept in a locked safe.**

**8.5.2.1 Where the damaged property was new and the insured has purchase receipts to prove it, the insurer shall estimate the damage (without making any deduction for wear and tear), although VAT at the rate charged in the country in which the product had been purchased shall be deducted from the amount of compensation payable.**

**8.5.2.2 Where the insured has no purchase receipts from dates preceding the date on which the damage occurred, the insurer shall estimate the value of the damaged property, however, under such circumstances the maximum sum which shall be paid for the loss or damage to any luggage shall in each case be the value of the item as new less depreciation for wear and tear of not less than 35%.**

**8.5.3 Where the luggage had been in the possession of an air or maritime carrier, the insured shall be obliged to direct his claim against the carrier in question and the insurer shall only indemnify the insured for the difference between the sum paid by carrier and the value of the actual damage or loss, up to the insurer's maximum liability under this policy.**

**8.5.4 The insurer shall not be liable to compensate the insured for any resultant damages.**

**8.5.5 Loss or theft of a laptop/tablet computer, video camera and/or camera as a result of confiscation or impounding.**

**8.5.6 Loss or theft of or damage to a software application and/or applications which are part of a laptop/tablet computer or software applications which are not directly connected to it.**

**The insurer's liability under this chapter shall not exceed the maximum figure specified in the policy coverage summary.**

## **Chapter 9: Extensions**

**Each of the extensions in this chapter shall only apply if it is expressly stated in the schedule that the extension on which the claim is based is included in the policy taken out in the insured's name.**

**Extension regarding a deterioration of an existing medical condition:**

**9.1 This paragraph shall only be valid and applicable if the extension covering expenses incurred in treating a deterioration in an existing medical condition up to the maximum figure specified with regard thereto in the policy coverage summary had been purchased in the insured's name and is expressly referred to in the schedule.**

**9.1.1 The insured event:**

**Provided that each of the following conditions shall be satisfied contemporaneously**, the insurer shall pay and/or indemnify the insured with respect to deterioration of an existing medical condition, notwithstanding that he had been receiving medical treatment, including drug therapy only and/or had been under supervision at the time of or during the 3 months preceding his departure abroad:

9.1.1.1 The insured event falls within the definitions specified in the definitions chapter regarding current state of health.

9.1.1.2 The deterioration happened to the insured within the health deterioration insurance period as specified on the insurance details page (according to the insured's age) and during a trip.

9.1.1.3 The expenses covered by this extension were incurred as a result of emergency medical treatment which could not have been delayed until the insured returned to Israel on either the prearranged or an earlier date.

9.1.2 The cover which shall be given under this extension is as follows:

Upon the occurrence of an insured event, the insurer shall indemnify the insured with respect to expenses for which cover is available under Chapters 2, 3 and 4 above (hereinafter: "the recognized expenses"), subject to the terms of and exceptions to the policy and this extension (apart from the exception specified in paragraph 6.1 above) **up to the sum specified in the policy coverage summary with respect to each of the recognized expenses but not more than the maximum sum specified therein for this extension.**

9.1.3 **Exceptions to this extension:**

**In addition to the restrictions, exclusions and exceptions specified in this policy, the following special restrictions, exclusions and exceptions shall apply to this extension:**

**The insurer shall not pay and shall not be liable with respect to a claim resulting from and/or connected with:**

**9.1.3.1 AIDS, a malignant disease, routine examinations, screening or clarification checks, or examinations or treatments which could have been postponed until the insured returned to Israel, ordinary medications and treatments prescribed for or administered to the insured before he embarked on his journey, organ transplant/s, dialysis, dementia (including multiple sclerosis), cystic fibrosis, pregnancy, pregnancy complications or childbirth.**

**9.1.3.2 The insurer shall not pay or be liable with respect to cardiac catheterization, angioplasty (balloon implant) and/or any procedure for unblocking a blood vessel, cardiac surgery or pacemaker implantation unless they occurred in immediate proximity to a severe and acute cardiac failure which occurred while abroad.**

**9.2 Pregnancy extension:**

**This paragraph shall only be valid and applicable if the pregnancy extension covering expenses incurred in treating pregnancy complications up to the maximum figure specified with regard thereto in the policy coverage summary had been purchased in the insured's name and is expressly referred to in the schedule.**

**9.2.1 Provided that each of the following conditions shall be satisfied contemporaneously, the insurer shall pay and/or indemnify the insured against the cost of treating complications arising from her pregnancy:**

**9.2.1.1 When the insured event occurred the insured had not been more than 32 weeks into her pregnancy.**

**9.2.1.2 The insured event happened to the insured during a trip as defined in the definitions chapter of this policy.**

9.2.2 The cover which shall be provided under this extension is as follows:

Upon the occurrence of an insured event the insurer shall indemnify the insured with respect to hospitalization and medical expenses as defined in the policy, including medical expenses connected with premature birth and the treatment and/or hospitalization of the embryo, fetus or premature baby which was born before the end of the 32<sup>nd</sup> week **up to the sum specified in the policy coverage summary for each of the recognized expenses but not more than the maximum figure specified therein with respect to this extension.**

**Cover shall be provided under this extension upon the conditions set out in Chapters 2 and 3 of the policy (according to the subject-matter of the claim) and subject to the terms of and exceptions to the policy and the provisions of this extension.**

**Without derogating from the foregoing, it is hereby stated for the avoidance of doubt, that the insurer shall not under any circumstances be liable for the costs of routine checkups and/or laboratory tests connected with the pregnancy and its progression.**

9.2.3 The total liability of the insurer with regard to premature birth and treatment and/or hospitalization of a fetus or premature baby shall be as follows:

9.2.3.1 The maximum insurance cover in the case of a premature birth shall be \$10,000.

9.2.3.2 The maximum insurance cover for treatment and/or hospitalization of a fetus or premature baby shall be \$40,000 or, if less, the cost of 14 days hospitalization. For the avoidance of doubt, the maximum insurance cover

includes the costs of a medical flight for the fetus or premature baby.

**Subject to the foregoing, the maximum amount of insurance payable under this extension shall not exceed the figure specified with regard to pregnancy in the policy coverage schedule.**

**9.2.4 Exceptions to this extension:**

**In addition to the restrictions, exclusions and exceptions specified in this policy, the following special restrictions, exclusions and exceptions shall apply to this extension:**

**The insurer shall not pay for and shall not be liable with respect to a claim resulting from and/or connected with:**

**9.2.4.1 Treatment which was foreseeable.**

**9.2.4.2 A pregnancy in relation to which the insured's physician or other medical officer treating her had advised her not to travel abroad.**

**9.2.4.3 A pregnancy in relation to which the insured was on a waiting list for admission to hospital or an operation.**

**9.2.4.4 A pregnancy which had been defined by the physician and/or team treating the insured in writing as a high risk pregnancy due to the presence one or more of the following irregularities: a history of preterm delivery, bleeding during the course of the pregnancy, including during the first and second trimesters, repeated urinary tract infections, smoking, the insured is under 18 years of age, multiple pregnancy, a cervical suture, a short cervix - according to the results of a second**

**trimester ultrasound test, uterine malformation, past cervical operation/s.**

**9.2.4.5 Routine examinations and/or laboratory tests connected with the pregnancy and its progression.**

**9.2.4.6 In the case of a pregnancy which had gone beyond the 32<sup>nd</sup> week, no cover shall be provided for any expense connected with and/or resulting from the pregnancy and/or the birth.**

**9.2.4.7 Anything connected with and/or resulting from the treatment and/or hospitalization of the fetus, embryo or premature baby, other than as stated in paragraphs 9.3.2 and 9.3.3 above.**

**9.3 Winter sport extension :**

**This paragraph shall only be valid and applicable if the winter sport extension was purchased in the insured's name and is expressly referred to in the schedule and the winter sport cover ceiling shall be the figure specified with regard to this extension in the policy coverage summary.**

**9.3.1 Definitions:**

**Winter sport:** Skiing or skating on snow or ice or any other sporting activity connected with snow skiing.

**9.3.2** The insured shall be entitled to insurance cover under chapters 2, 3, 4 and 5 of this policy, for an insured event occurring during the insurance period as a result of participation in a winter sport, up to the maximum sum specified in the policy coverage summary.

The exception specified hereinafter in paragraph 10.5 of this

policy shall not therefore apply to insured persons who have purchased this extension.

**9.3.3 For the avoidance of doubt, it is hereby clarified that this extension shall not apply and the exception specified in paragraph 10.5 shall not be cancelled with respect to third party liability and paragraph 9.2 above.**

**9.4 Extreme sport extension:**

**This paragraph shall only be valid and applicable if the extreme sport extension was purchased in the insured's name and is expressly referred to in the schedule and cover shall only be provided up to the maximum figure specified with regard to this extension in the policy coverage summary.**

**9.4.1 Definitions:**

**Extreme sport:** Any of the extreme sports listed as such on the company's website on the date on which the insured's policy was purchased.

For the avoidance of doubt it is emphasized that this extension does not provide insurance cover for sporting activities which are not expressly included in the definition of extreme sport on the company's website.

**9.4.2 The insurance cover under this extension:**

The insurer shall cover the insured under Chapters 2, 3, 4 and 5 of the policy up to the maximum sum specified in the policy coverage summary, with respect to an insured event occurring during the insurance period as a result of his participation in an extreme sport.

Therefore, in so far as it is connected to an extreme sport as defined above, the exception specified hereinafter in paragraph 10.5 of this policy shall not apply to insured persons who have purchased this extension.

**For the avoidance of doubt, this extension shall not cover participation in extreme sports as a professional or within the framework of an organized competition and/or training exercise held under the auspices of an organized association and/or sport club.**

9.5 **Search and rescue extension:**

**This paragraph shall only be valid and applicable if the search and rescue extension was purchased in the insured's name and is expressly referred to in the schedule and cover shall only be provided up to the maximum figure specified with regard to this extension in the policy coverage summary.**

9.5.1 **Definitions:**

**Disappearance zone** - The area in which, according to the information given to the insurer, the insured had last been staying or any other region which the insurer shall reasonably assume that the insured may be found in.

**Search** - A search for the insured's current location.

**Investigation on the ground** - An attempt which is reasonably required in the circumstances for the insurer's contacts in the disappearance area to ascertain the insured's location.

**Initial investigation** - Such initial checks and inquiries to determine the insured's location through the Foreign Ministry of the State of Israel and/or through dispatching a notice to the insurer's contacts as shall be reasonably required in the circumstances.

**Close relative** - The wife, husband, mother, father, son, daughter, brother, sister, father-in-law, mother-in-law of the insured and/or any other person whose name and address were stated by the insured in the proposal for this additional insurance.

**Notification** - A written notice given to the insurer regarding the severance of contact with the insured.

**Severance of contact** - The severance for unclear and unknown reasons during the insurance period of normal contact between the insured and one of his close relatives and/or the escort who was travelling with the insured, as a result of which there was no information about the insured's whereabouts for over 30 consecutive days.

**Rescue** - The removal of the insured from his current location to a safe place.

**Safe place** - The nearest town to where the insured is located which has a police station and hospital.

**Disappearance** - A severance of contact reported to the insurer's designated center.

**Emergency event** - An event which according to a clear and unequivocal report from a close relative based on well-founded information and/or other solid and reasonable evidence happened to the insured during the insurance period and requires urgent action to be taken to find and/or rescue him from a life-threatening situation.

**Search team** - A group of people dispatched to the disappearance zone in order to search and find the insured, the

size and composition of which shall be determined by the insurer according to what is reasonably needed in the circumstances of the case.

**End of the search period** - The date of the insurer's notice to the close relative that the maximum amount of insurance cover had been exhausted or, if earlier, at the end of a further six months during which the insurer undertook an investigation on the ground after the return of the search party as stated in the terms of this extension.

#### 9.5.2 **The insured event**

The insured event is the disappearance of or an emergency event involving the insured abroad in accordance with the provisions of this extension, during the trip.

#### 9.5.3 **The cover provided under this extension**

Upon the occurrence of an insured event the insurer shall take the following measures, subject to the terms of the policy and this extension:

##### 9.5.3.1 Searching for the insured:

Within seven working days of the insured's disappearance and after receiving full details regarding the last place where the insured had been staying, the insurer shall begin an initial investigation. Full details for the purposes of this paragraph shall mean - the insured's planned tour itinerary, the last place where he was known to have stayed, the persons with whom he had been in contact during the trip and/or any other detail which the insurer shall reasonably require.

##### 9.5.3.2 Should the insured's whereabouts not have been discovered within seven days from the day on which the

insurer launched the initial investigation then the insurer shall start an investigation on the ground.

- 9.5.3.3 Should the insured's whereabouts not have been discovered within seven days from the day on which the insurer started the investigation on the ground then the insurer shall select a search team. The search team shall depart for the disappearance zone and take measures to ascertain the insured's location.
- 9.5.3.4 One month after the search team departed for the disappearance zone and/or upon discovering the insured's location and/or upon exhaustion of the maximum amount of insurance cover as specified in the policy coverage summary and/or upon learning of the insured's death, whichever comes first, the insurer shall cease its activities to discover the insured's whereabouts through the search team.
- 9.5.3.5 Notwithstanding the foregoing provisions of paragraphs 9.5.3.1-9.5.3.4, where an unequivocal finding shows that urgent rescue action rather than an initial investigation and/or a ground investigation is needed, the insurer shall do all it can to undertake the rescue as soon as possible.
- 9.5.3.6 After operations to locate the insured through the search team in accordance with paragraph 9.5.3.4 above shall have ended, and throughout the six months thereafter (hereinafter: "the additional six months"), the insurer shall continue to pursue the investigation on the ground, provided it had not become aware of the insured's death.

9.5.3.7 Upon the expiry of the additional six months, the insurer shall cease all activity and its obligations under this paragraph shall come to an end.

9.5.3.8 **For the avoidance of doubt, it is hereby clarified and declared that while the insurer shall implement the measures to locate the insured as described in this paragraph, its undertaking under this paragraph should not in any way be construed as a guarantee that the insured will be found.**

**A failure to locate the insured shall not be considered a breach and/or non-fulfillment of the terms of the policy on the part of the insurer.**

9.5.4 **Rescuing the insured:**

Should it become clear after he was found during the search period, that due to damage done to his state of health and/or another physical disability covered by the terms of the policy the insured cannot reach a safe place unassisted, then the insurer shall do all it can to rescue him.

9.5.5 **The maximum amount of insurance cover:**

Upon the occurrence of an insured event, the insurer shall pay the expenses involved in searching for and rescuing the insured under this extension up to the amount specified in the policy coverage summary (hereinafter: "the maximum amount of insurance cover").

9.5.6 **Once the maximum amount of insurance cover has been paid, the insurer may stop all action to locate and/or rescue the insured under this extension at any stage, at which point the insurer's obligation under this paragraph will have come to an end.**

**9.5.7 For the avoidance of doubt, it is hereby clarified that under no circumstances shall the insurance benefits or part of them be paid to the insured or his nominee and that after approving the search and rescue costs under this policy in advance and in writing, the insurer shall pay the maximum amount of insurance cover to its service provider only.**

**9.5.8 End of the search period:**

Should the search period end without the insured having been found and/or rescued, the insurer shall notify one of his close relatives that the insured had not been found and that it is suspending the search for him.

Within 15 days from the date on which the suspension of search notice was given, the insurer shall send one of the close relatives a report detailing the actions which were taken by the insurer to locate the insured, the time periods within which they were completed, any reports that had been received (if at all) about the insured's whereabouts and any other information which had been received, if at all, about the insured's state of health.

**9.5.9 Special exceptions to this extension:**

**In addition to the general exceptions in the policy, the insurer shall not be liable under this extension and shall not pay the insurance benefits, in each of the following cases:**

**9.5.9.1 The insurer shall not pay insurance benefits under this exhibit with respect to an insured event that took place in one of the following countries: One of the Arab states, Afghanistan, Mauritania, Malaysia, Indonesia, Oman, Niger, Somalia, Sudan, Pakistan, Chad, the Central African Republic, Djibouti, North Korea, Yemen, an enemy state, one which does not allow search and rescue activities on its territory or**

**areas under the control of or administered by the  
Palestinian Authority.**

**9.5.9.2 The insured event occurred while the insured was  
actively engaged in a military, combat or policing  
activity or participating in a revolution, revolt, riot,  
disturbance, act of sabotage or crime.**

**9.5.9.3 The insured refused to cooperate with the insurer's  
representatives and/or with a close relative and/or  
refused to return to Israel.**

**9.5.9.4 A situation in which the insured had been deprived of  
his liberty, whether lawfully or not.**

**9.5.9.5 A situation existed in which there were grounds for  
suspecting that the insured had been involved in  
criminal activity or was wanted by the law  
enforcement authorities in the place where the event  
took place.**

**9.5.9.6 The insurer shall be released from its obligations  
under this extension if it shall become clear that close  
to or after the date on which the policy had been  
issued there had been a revolution and/or regime  
change and/or any kind of military and/or political  
and/or other upheaval which prevented people from  
entering and/or leaving the country in question or  
prevented the insurer from performing its obligations  
under this paragraph.**

**9.5.10 Cover for transfer to Israel following the use of  
hallucinogens**

#### 9.5.10.1 **Definitions**

**Hallucinogens:** Drugs according to their definitions in the Dangerous Drugs Ordinance (New Version) 5733-1973 and/or other psychoactive substances, with the exception of heroin.

#### 9.5.10.2 **Insured event**

**Mental damage and impaired cognitive ability which the insured sustained while he was abroad, during the insurance period, as a result of using various hallucinogens.**

#### 9.5.10.3 **The insurer's liability**

##### 9.5.10.3.1 **The cost of transferring the insured to Israel**

The insurer shall pay the expenses involved in transferring the insured to Israel, up to a maximum sum of \$15,000, including an escort. The insurer alone shall decide how the insured is to be transferred to Israel, after receiving all the necessary information regarding the insured's mental condition.

Should it become clear that the insured's mental condition is such that he is incapable of returning to Israel by himself, the insurer shall do all that it can to rescue the insured and bring him back to Israel.

**In any event, the insurer shall not pay the costs of the journey to Israel which the insured would have been obliged to pay had the insured event not occurred.**

**9.5.10.3.2 It is hereby clarified that the cover under this paragraph shall be provided by the insurer and/or a supplier acting under its auspices and is subject to an excess in the sum of \$2,000 per insured event.**

**9.5.10.3.3 In addition to the exceptions specified in Chapter 10 and in paragraph 9.5.9 above, the insurer shall not be obliged to and shall not pay the costs referred to in this paragraph where the insured's physical or mental state prevents the insurer's representatives from lawfully rescuing him or bringing him back to Israel.**

**9.5.10.3.4 The insurer's total liability under this paragraph, 9.5.10.3, shall not exceed the sum of \$15,000.**

**The insurer's liabilities under this chapter with respect to any extension purchased by the insured shall not exceed the maximum figure specified in the policy coverage summary for each such extension.**

## **Chapter 10: General exceptions applying to all chapters of the policy**

**Without prejudice and in addition to the exceptions specified in any other chapter, the insurer shall not pay insurance benefits under this policy with respect to any claim/s arising from or occurring during or in connection with each of the following:**

- 10.1 Ionized radiation, nuclear fission, nuclear fusion, radioactive contamination or fallout of any kind, a journey made other than as a passenger on a standard service flight or voyage which had been approved by the authorities.**
- 10.2 Participation in military or pre-military operations, exercises or training of any kind.**
- 10.3 The insured's active participation in activities such as: war, invasion, foreign enemy action, acts of belligerence, acts of war (whether war had been declared or not), civil war, insurrection, revolution, revolt, military dictatorship, an unlawfully installed regime, riots, disturbances, strikes, acts of sabotage and terrorism, military or pre-military operations, functions, exercises or training of any kind.**
- 10.4 Suicide or attempted suicide, insanity, use of drugs other than upon a physician's instructions, use of medications which require a prescription in the country in which they were purchased and for which no prescription had been given by a qualified physician, venereal disease, AIDS, hiatus hernia, pregnancy or childbirth.**
- 10.5 Any sporting activity which entails an elevated risk compared to ordinary sporting activity, generally involves one or more of the following components: speed, height and danger (above and**

**hereinafter: extreme sport) and is one of the extreme sports listed on the insurer's website.**

- 10.6 Professional sporting activity or training under the auspices of sport associations.**
- 10.7 Resultant damage/damages of any kind, including, but without derogating from the generality of the foregoing, loss of enjoyment, pain and suffering, mental anguish, nursing care, etc.**
- 10.8 Travelling on and/or using a two-wheeled and/or three-wheeled motorized vehicle as a driver and/or passenger with a driver who had been unlicensed to drive the type of vehicle involved in the accident, which took place in a country where a license to drive that type of vehicle is required.**
- 10.9 A traffic accident which the insured was involved in while driving a motor vehicle, without being in possession of a valid driving license in the country in which it took place, or without holding a valid international driving license, even if a driving license is not required in that country.**
- 10.10 Taxi fares, visa charges, travel fees, commissions, taxes, telephone calls, fax transmissions, litigation costs and lawyer's fees other than as stated in paragraph 4.6 as aforesaid, interest, bank charges, fines, etc.**
- 10.11 An event which had been caused intentionally, recklessly, by gross negligence or indifference.**
- 10.12 The insurer shall be exempt from liability where the damage or insured event had been caused by the insured deliberately or as a result of his gross negligence accompanied by a mental element of recklessness or indifference.**

**Where the insured event or the damage had been caused by simple negligence on the part of the insured, the insurer shall not be exempt from liability. For the avoidance of doubt, it is hereby clarified that nothing in the foregoing provision shall diminish the insurer's right to claim in its defense that the insured had failed to honor all or some of the terms of the policy.**

## **Chapter 11: Filing a claim**

11.1 Upon the occurrence of an insured event involving hospitalization, the insured or the beneficiary, as the case may be, shall be obliged to notify the insurer immediately after learning of it and to refer the hospital or the supervising physician to the insurer or to the assisting company in order to obtain approval under the terms of the policy.

**Should a notice not be given as aforesaid, the amount of the insurance shall be reduced to the sum which the insurer would have paid had it received prior notice.**

It is hereby clarified that the foregoing shall not apply where the insured's medical condition prevented him from giving the notice and that the notice in itself does not constitute approval of the claim and/or of payment of the insurance benefits.

11.2 The insured shall cooperate with the insurer both before and after the filing of his claim and shall do everything necessary in order to enable the insurer to clarify whether it is liable to pay under the policy and if so how much.

11.3 The insured may not admit liability or give an undertaking which is binding on the insurer without the insurer's prior written consent.

11.4 The insurer shall be entitled to conduct in the insured's name any proceeding resulting from liability under this policy or which is connected to the claim in question.

- 11.5 A claim under this policy shall be submitted in accordance with the guidelines for filing a claim appearing on the company's website.
- 11.6 Without derogating from the foregoing, the insured shall hand over to the insurer a disclosure of medical records authorization directing any of his physicians and/or any body or other institution in Israel or abroad to transfer to the insurer any medical information in their possession concerning the insured. The disclosure of medical records authorization shall be used to obtain information in order to clarify the parties' rights and obligations under the policy.
- 11.7 **The insurer shall not be liable or pay any compensation under this policy unless the foregoing fundamental provisions have been complied with.**

## **Chapter 12: General conditions**

- 12.1 **Excess -**  
In relation to any insured event, the excess payable by each person insured as specified in the policy coverage summary shall be deducted from the insurance benefits which the insurer shall pay under this policy.
- 12.2 With regard to personal accident insurance, hospitalization expenses, emergency dental treatment and replacement of documents, paragraph 12.1 shall not apply and the insured shall not pay the full excess.
- 12.3 Where in relation to an insured event the insured has a parallel right to indemnification from a third party, outside the framework of an insurance contract, then upon paying insurance benefits, with respect to the amount that was paid and without prejudice to the insured's right to first collect from the third party an amount by way of indemnification

which exceeds the insurance benefits he received under this policy, that right shall pass to the company. The insured shall be obliged to forward to the insurer any indemnity which he received from the third party and which according to this paragraph belongs to the insurer and to compensate the insurer should the right which passed to the company have been detrimentally affected by any settlement, concession or other action. The insured undertakes to cooperate in so far as such cooperation shall be required from him in order for the company to exercise its right as aforesaid. The provisions of this paragraph shall not apply where the insured event was not caused deliberately by a person from whom a reasonable insured would not have claimed compensation or indemnification, due to the degree of consanguinity or the employer-employee relationship between them.

#### **12.4 The policy currency**

Where the amount of cover payable under this policy is expressed in foreign currency, it shall be paid in Israeli shekels according to the representative rate of the currency in question on the date on which it was paid to the insured by the insurer.

#### **12.5 Limitation period**

The limitation period for making an insurance benefit claim shall be 3 years from the date on which the insured event took place. The limitation period for an insurance benefit claim under Chapter 8 (third party liability) shall not expire until the limitation period for the third party claim against the insured has expired.

#### **12.6 Extension of the insurance period in the case of hospitalization abroad**

12.6.1 Should the insurance period referred to in this policy expire while the insured is hospitalized abroad, this policy shall remain fully in force, so long as the hospitalization period stipulated in this policy has not expired.

12.6.2 Should the insurance period expire during the insured's hospitalized abroad, following which he was released from hospital, but the physician treating him, with the concurrence of the insurer's physician, determined that the insured cannot return to Israel due to his state of health, the insurance period under this policy shall be extended by 14 days or, should the extension be shorter, until the date on which the insurer's physician determined that the insured may return to Israel. The insurance period shall only be extended under the provisions of paragraphs 12.6.1 above, if, after being served with all the medical documents concerning the insured's hospitalization, the insurer, in its sole discretion, approved the extension in writing, in which case the insured shall be issued with a new policy in return for payment of an additional premium, upon such terms and conditions as the insurer shall decide upon.

## 12.7 **Cancellation of the policy**

12.7.1 Should the policy be cancelled by the insured before the date on which he travelled abroad, then provided no cause of action existed or shall exist in relation thereto and that the original policy shall be returned to the insurer before the start of the insurance period specified therein, the premium shall be returned to the insured, in so far as it had been paid to the insurer by the insured.

12.7.2 Once the insured has left Israel, he shall be entitled to a proportionate refund of the insurance premium should his stay abroad be curtailed by a period of more than 9 days, provided that no claim had been filed under this policy and that the refund request had been submitted by the insured to the insurer within 30 days of his return to Israel.

## 12.8 **Law and jurisdiction**

Any legal claim made in connection with or as a result of this policy shall be adjudicated exclusively by one of the courts in Israel and in accordance with the laws of the State of Israel.

### **Centers to contact if necessary**

#### **IMA - Help Center - 24 hour a day assistance to those staying abroad**

Tel: 972-3-920-69-12, and from Inside Israel: 03-9206912.

Fax: 972-3-922-63-80, Fax from USA: 717-3128917.

Email: [migdal@ima-mc.com](mailto:migdal@ima-mc.com), Skype: Assistance.ima

\* Where the insured has been hospitalized abroad, the Center must be informed immediately in order to receive instructions regarding continuation of treatment.

#### **Customer Service Center**

Tel: 076-8867099

Line open: Sun-Thurs 8:00-16:00, Fri 8:00-13:00.

#### **Claims Center**

Tel: 076-8865658, Line open: Sun-Thurs 08:30-16:00,

Postal address: POB 3063 Kiryat Aryeh, Petah-Tikva, Postcode: 4951106

All claims should be filed in accordance with the guidelines for doing so as they appear on the company's website.

We shall be happy to be at your service and wish you a pleasant and healthy trip.

Named by the national poet Haim Nahman Bialik in 1934, Migdal is an integral part of the Israeli landscape.

Migdal's first physician was the poet Dr. Shaul Tcherinichovsky.

Throughout the history of the State of Israel Migdal has occupied a pivotal position in the national economy. Today, already over 80 years since it was founded, Migdal is the leading company in Israel in the areas of insurance, pensions and finance.

Migdal renews and develops insurance, savings and pension plans, as well as advanced financial products designed to answer the changing needs of its customers, while steadfastly providing them with a professional service and economic security.

**Help Center for those staying abroad 24/7 -**

**Tel: 972-3-920-69-12**

**Fax: 972-3-9226380.**

**Email: [migdal@ima-mc.com](mailto:migdal@ima-mc.com)**

**Skype: Assistance.ima**

**Customer Service Center**

**Tel: 076-8867099**

**Claims Center**

**Tel: 076-8865658**