

(EDITION :08/2010)

Travel Guard

Medical Insurance for Tourists in Israel

Terms and Conditions :

In consideration of payment of an insurance premium, as stated below, the Insurer will indemnify the Insured, for expenses of medical services and / or will pay the service providers directly and / or the medical institute that provided the health services for the Insured event, all as defined and detailed in the policy and the schedule page, during the policy period, within the Insurer's limits of liability, under the terms and conditions, qualifications and exemptions as detailed in this policy.

Chapter A: Definitions and General Terms

1. Definitions

1.1 The Insurer

SHIRBIT Insurance Company Ltd.

1.2 Policy Owner

Person, group or corporation, that engages with the Insurer in an insurance contract and whose name is stated in the policy as the policy owner, who is interested in insuring the Insured with this policy.

1.3 The Insured

The applicant, his/her spouse and children up to the age of 18 who are not residents or citizens of Israel, whose name is stated in the insurance proposal and who is listed in the page of insurance details, staying in Israel temporarily and whose age on the date of commencement of the insurance does not exceed 65 years.

1.4 Insurance Proposal

Proposal form as determined by the Insurer, when it is complete in all details, including a health declaration, declaration of the start and end date of the insurance policy and a waiver of medical confidentiality, signed by the Insured stated in the insurance policy and by the insurance owner, wherever their signature is required.

1.5 The Policy

The insurance contract between the Insurer, policy owner and / or the Insured, including the proposal, schedule, the appendices, the date the insurance period commences, the date the insurance period ends, insurance premiums, date of payment and so forth.

1.6 Insurance premiums

The sums that the policy owner or the Insured, must pay for the insurance cover in accordance with this policy, according to the terms and conditions of the policy.

1.7 General-Government Hospital

An Institute in Israel recognised by the competent authorities as a general / government hospital and serves solely as a hospital, with the exception of nursing hospitals and / or psychiatric hospitals.

1.8 Service Provider

Service Provider – surgeon, anaesthetist, hospital or any other doctor or entity with whom the Insurer has contracted or will contract an agreement, as long as they were a party to an agreement with the Insurer at the time the insurance event occurred.

Hospitals connected to the Insurer in an agreement will be as detailed in the schedule held by the Insurer and which may change from time to time.

Other Service Provider – surgeon, hospital or any other medical entity which is not a contracted service provider.

1.9 Medical Institute

Hospital or clinic.

1.10 Emergency Room

A place intended to provide urgent medical treatment approved by the competent authorities in Israel to Law as an emergency room.

1.11 Doctor

The holder of a medical degree certified to legally practice as a doctor in Israel.

1.12 Hospitalisation Expenses

Medical expenses involving hospitalisation of the Insured in hospital, which were expended for an insurance event that commenced during the insurance period and during a period that does not exceed 90 days as detailed in the insurance policy.

1.13 Non-Hospitalisation Medical Expenses

Payment for medical treatment, diagnostic tests, medicines, which are provided to the Insured not as part of the Insured's being hospitalised in Israel and without exceeding the determined in the insurance policy.

1.14 Health / Medical Services

The medical services that the Insured is entitled to in accordance with this policy.

1.15 Preliminary Medical Services

Services of a general practitioner who is not a specialist, as well as the services of a specialist physician in family medicine and / or internal medicine and / or gynaecology.

1.16 Insurance Event

An event in which the Insured requires, during the insurance period, medical treatment in Israel included as part of this policy. The medical treatment is given during the insurance period and / or at the latest within 90 days from day the insurance period ended as long as treatment commenced during the insurance period. All in accordance with the terms and conditions, qualifications and exclusions as detailed in this policy.

1.17 Emergency Medical Condition

Circumstances in which there is immediate danger to a person's life or there is immediate risk that severe irreversible injury will be caused to the person,

if they are not given urgent medical treatment, subject to the defined in the Patients' Rights Law, 1996 at the time of commencement of the insurance.

1.18 Existing Medical Condition

Deformity, birth defects / illnesses, including hereditary diseases and / or a health situation and / or medical phenomenon and / or illness, whether treated or not, and / or their results, whether direct or indirect, that were caused and / or made more severe as a consequence of the medical condition, that existed prior to the commencement of the insurance.

1.19 Accident

Unexpected physical injury caused during the insurance period by apparent violent means which directly caused physical injury to the body of the Insured, except an injury as a result of verbal abuse.

1.20 Insurance Period

The period stated in the policy and the schedule attached to the policy, or period shorter than this, that was shortened in accordance with the policy instructions and its terms and conditions and subject to the following definitions:

1.20.1 Maximum Period

Up to the age of 49 – 180 days, with an extension option of up to an additional 180 days. From the age of 50 to age 65 – 90 days with an option to extend for further periods of 90 days each, however not exceeding 365 days in total.

1.20.2 Extended Period

An insurance period that has been extended, whether as part of the same insurance policy or whether as part of a new insurance policy on condition that it has been approved in advance by the Insurer.

1.21 Abroad / Outside Israel

Anywhere outside of Israel, including any mode of transport on route to or from Israel.

1.22 Israel

Areas of Israel, except all means of transport to and from Israel including the lands controlled by the IDF but excluding the territories held by the Palestinian Authority in accordance with agreements with the Palestinian Authority.

1.23 Deductible / Excess

The Insured will bear a deductible (excess) in the amount of \$50 for each separate insurance event. It is hereby clarified that the Insurer is only liable for any payment whatsoever after all deductibles have been paid by the Insured and only that part of the Insured's expenses that exceed the deductible.

1.24 Insurance Contract Law

The provisions in the Insurance Contract Law, 1981 will apply to this policy.

1.25 Dollar

US dollar.

2. General Terms

2.1 Duty of Disclosure

The insurance according to this policy is made on the basis of the knowledge and declarations in writing given to the Insurer by the policy owner and / or the Insured, and which are attached to the policy, their correctness is a fundamental condition to the existence of the insurance. If the Insured and / or the policy owner provides a response/s or declaration/s which are not complete or honest with regards to

questions relating to the state of health of the Insured, the Insurer will be entitled to cancel the insurance policy or reject the Insurer's claim, all subject to the said in Section 7 of the Insurance Contract Law, 5741-1981.

2.2 Policy Validity

This policy will be valid from the day the insurance policy commences as stated in the policy and the schedule, and subject to receipt of all the required documents including the proposal and the declaration of health at the offices of the Insurer and subject to the following conditions:

2.2.1 The insurance premiums have been paid.

2.2.2 The Insured is alive on the date of payment of the insurance premiums.

2.2.3 From the date the Insured signed the declaration of health and up until the day the Insurer agreed to insure them there has been no change in the health status of the Insured that would have affected the Insurer's decision to insure if they knew about the change at the time they agreed as stated.

If the Insurer does not agree to accept the Insured, after payment of the insurance premiums or part thereof, the Insurer will reimburse the Insured the insurance premiums paid by them.

2.3 Medical Examination

The Insurer will be entitled to demand from the Insured, that they undergo a medical examination carried out by a doctor on behalf of the Insurer and at its expense, and that the Insured will provide any medical detail and / or document required.

2.4 Taxes and Surcharges

The Insured – must pay the Company the insurance premiums and

government and other taxes that apply to the policy or are imposed on the insurance premium, on the insurance amounts and any other payments that the Insurer is obliged to pay according to the policy, whether these taxes exist on the day of writing the policy and whether they are imposed at a later date.

2.5 Limitation Period

The limitation period of a claim for payment of insurance proceeds in respect of an insurance event according to this policy, is three years from the day the insurance event occurred.

2.6 Notices

It is incumbent on the Insured to notify the Insurer of any change of address by registered mail. Notice sent by the Insurer to the Insured's last known address will be deemed to have been properly delivered to them.

2.7 Amendments

The Insurer is entitled to amend from time to time the list of service providers.

2.8 Applicable Law and Jurisdiction

Sole and exclusive jurisdiction in all matters relating or stemming from this policy will be that of the competent court in Israel alone and in accordance with Israeli law, and no other court whatsoever will have jurisdiction. The applicable law with regards to any claims stemming and / or related to this policy is the law of Israel.

2.9 Waiver of Medical Confidentiality

2.9.1 The Insured will deliver to the Insurer a waiver of medical confidentiality, signed by him/her, instructing his/her doctors and / or any entity or medical institute whether in Israel or whether abroad

and / or the National Insurance Institute and / or the Ministry of Defence and / or any other government ministry and / or insurance company and / or health maintenance organisation to pass-on to the Insurer all reasonable medical information relating to the Insured which they possess (hereinafter: “**Waiver of Confidentiality Form**”).

2.9.2 Furnishing the Waiver of Confidentiality Form as stated in this Section is a preliminary condition to the Insurer’s liability in accordance with this policy.

2.10 An Insurance Event Covered by More Than One Insurance Company and / or by a Third Party

- 2.10.1 If the risks covered by this insurance policy, all or part thereof, are insured by more than one insurance carrier for overlapping periods, the Insured must notify of such to the Insurers in writing immediately upon the double insurance coverage being executed or after they are aware of such.
- 2.10.2 If the Insured is entitled to full or partial coverage of the Insured risks according to this policy, by another Insurer or another insurance, the Insurer will be responsible towards the Insured, jointly and severally with the other Insurer, with regards the overlapping insurance amount and the instructions of Section 59 of the Insurance Contract Law will apply.
- 2.10.3 If the Insured because of an insurance event, also has the right of indemnity or compensation from a third party, not by virtue of an insurance contract, this right will pass to the Insurer subject to the instructions of Section 62 of the Insurance Contract Law.
- 2.10.4 The policy owner and / or the Insured must cooperate with the Insurer and take every action in order to enable the Insurer to receive

the amounts which were paid by the Insurer and were the responsibility of a third party.

2.11 Claims

- 2.11.1 Notice of an insurance event will be given within a reasonable time, speedily and as soon as possible whether by registered mail or by fax. To the notice will be attached all the details regarding the insurance event, which will be sent to the Insurer so that it has all the facts required.
- 2.11.2 A policy owner and / or the Insured will attach to the notice form of the insurance event all the relevant medical documentation relating to the insurance event including diagnosis, anamnesis – history of the event and if payments were made by the policy owner and / or the Insured original receipts only, of payments made and a Waiver of Medical Confidentiality form signed by the Insured.
- 2.11.3 The policy owner and / or the Insured will cooperate with the Insurer before and after the filing of the claim and will do everything necessary to enable the Insurer to clarify its liability to make payment in accordance with the policy and its extent.
- 2.11.4 Execution of the said in Section 2.11 on all its sub-sections by the policy owner and / or the Insured, is a precondition of the Insurer's liability according to the policy.**

2.12 Extension of the Insurance Period

- 2.12.1 Any extension of the insurance according to this policy requires written consent of the Insurer, given expressly for this purpose. It is hereby clarified, that upon termination of the insurance period, as defined in the policy, the insurance will not be extended

automatically and that the insurance period cannot be extended by virtue of silence or any other action by the Insurer, except for its consent as aforementioned in this section, even if the Insured proposed to the Insurer in some manner and time to extend it.

2.12.2 If the Insurer agrees to extend the insurance period – the Insurer will notify the Insured of the premium amount. If the Insurer has not notified its agreement to extend the insurance, this will be seen as refusal to extend.

2.12.3 Calculation of the insurance premiums for the additional period will be done in accordance with the number of days of extension according to the insurance premiums tariff which is valid on the date the extension commences.

2.12.4 The Insurer will be entitled to change the insurance premiums on the date the extension of this policy commences. So that there are no doubts, any extension of the insurance period will be in accordance with that determined in the Definitions Chapter Section 1.20 above “**Insurance Period**”.

2.13 Cancellation of the Insurance

2.13.1 If the insurance premiums were not paid as required and as determined in the policy and were also not paid within 15 days after the Insurer demanded payment from the policy owner and /or the Insured in writing, the Insurer is entitled To notify the policy owner and / or the Insured in writing, that the policy will be cancelled after a further 21 days have elapsed if the amount in arrears is not cleared before then.

2.13.2 If the insurance policy is cancelled before the end of the insurance period the Insurer will reimburse the pro-rata insurance premiums

less “handling fees”: the Insurer’s expenses in issuing the insurance policy and any other ancillary expense of the policy issuing process and on the explicit condition that no claim based on this policy has been filed.

- 2.13.3 The provisions in this section above do not derogate from the right of the Insurer to cancel the policy in accordance with the provisions of the duty of disclosure chapter above and / or according to any other fundamental condition referred to in the policy and / or in accordance with the instruction of the Insurance Contract Law.

2.14 Non-Liability of the Insurer for the Acts and / or Omissions of the Doctor / Service Provider

The Insurer will not be liable in any way for the acts and / or omissions of service providers in connection with health service and / or their results, whether they were chosen by the Insurer or they were chosen by the Insured.

2.15 Amendment of the Insurance premiums and the Insurance Terms and Conditions

- 2.15.1 The insurance premiums according to this policy will be determined in accordance with the age of the Insured at start of each insurance period and will be stated in the insurance details page.

- 2.15.2 The Insurer will be entitled to amend the insurance premiums and the terms and conditions of this policy for all the Insureds under this policy. This amendment will come into force within 30 days after the Insurer has notified the Insured in writing of such.

- 2.15.3 Amendment of the insurance premium as stated in Section 2.15.2 above will be for all those Insured in the plan and will not be considered a change in the health status of the Insured (if such a change occurred) during the period that preceded the said

amendment.

- 2.15.4 The insurance premiums will be paid as specified in the policy at start of the insurance period.

2.16 Insurance Proceeds

- 2.16.1 The Insurer will be entitled at its discretion, to pay the insurance proceeds or part thereof directly to the service providers, or to pay the Insured against original receipts. The Insured is entitled to receive from the Insurer, upon demand, a letter of financial undertaking to the service providers which will enable them to receive medical services as long as their entitlement according to this policy is undisputed.
- 2.16.2 The insurance proceeds stated in foreign currency and which are payable in Israel will be paid in shekels according to the representative rate of the aforementioned currency published by the Bank of Israel on the day payment is prepared by the Insurer.
- 2.16.3 On the death of the Insured, the Insurer will pay the balance of the insurance proceeds to the service provider which it undertook to pay. In the absence of an undertaking towards a medical service provider or if a balance remains after execution of payment in accordance with the said undertaking, the balance will be paid to the estate and / or heirs of the Insured in accordance with fulfilment of a probate order and / or inheritance order.
- 2.16.4 The Insured will not be entitled to insurance proceeds that exceed the insurance amount, and the Insurer will pay the Insured and / or the service providers payments up to the level of this amount.



Chapter B: Insurer's Undertaking

3. The Insurer will pay expenses during hospitalisation as follows:

3.1 General-Government Hospital in Israel

3.1.1 In the event that the Insured is hospitalised, the Insurer will pay hospital expenses that will cover a period not to exceed 90 days.

a. Hospitalisation expenses, including x-rays, medication, doctors, surgeon, intensive care, anaesthetist, catheterisation, general services, including nursing services and regular hospital services (hereinafter: "**Hospitalisation Expenses**").

b. It is hereby clarified that the Insurer will pay hospitalisation expenses to a general-government hospital and will not indemnify the Insured and / or the service provider for hospitalisation expenses, in the event that the Insured is hospitalised in a private hospital and / or received and / or paid for private medical services during their hospitalisation as stated, unless the Insured received the Insurer's consent in writing in advance. The Insurer's consent to hospitalisation at a private hospital is at its sole discretion.

3.2 Emergency Room Expenses at Any of the General-Government Hospitals in Israel

Only in the instances listed herein:

3.2.1 Referral by a doctor.

3.2.2 Any new fracture.

3.2.3 Severe dislocation of the shoulder or elbow.

3.2.4 Injury requiring mending with stitches or any other means of mending.

- 3.2.5 Inhalation of a foreign body into the trachea.
- 3.2.6 Penetration of a foreign body into the eye.
- 3.2.7 Babies up to the age of two months with a fever of over 38.5° Centigrade.
- 3.2.8 Snake bite.
- 3.2.9 Evacuation by ambulance to the emergency room from the street or other public place, due to a sudden event.
- 3.2.10 Consent of the Insurer.
- 3.2.11 Emergency treatment ended in non-elective hospitalisation.

The Insured will not be entitled to indemnity from the Insurer for emergency room expenses stemming from any other entity whatsoever except for those stated in this section.

3.3 Non-Hospitalisation Medical Expenses in Israel

The Insurer will pay service providers directly, or the Insured – according to the matter, for medical expenses incurred by the Insured outside of a hospitalisation framework, as follows:

3.3.1 Medical consultation / treatment

Medical consultation / treatment, less the deductible.

3.3.2 Lab tests, x-rays, bandaging

Tests provided to the Insured by a lab and / or doctor.

3.3.3 First Aid

First aid provided to the Insured at a Magen David Adom first aid station only in the event of an emergency.

3.3.4 Medication

Up to \$200 for the entire insurance period. This amount will be paid

for medication prescribed by a doctor and which are purchased at a pharmacy in Israel, less the deductible, this amount is not accumulative.

For the sake of removing any doubt, the Insurer's liability for non-hospitalisation medical expenses, with regards to an insurance event that occurred during the insurance period and the treatment of which was not completed before the end of the insurance period, will continue for an additional maximum period of 90 days after the end of the insurance period.

3.3.5 **Ambulance Transfer Expenses**

The Insurer will pay ambulance transfer expenses in the event of a medical emergency following which the Insured is hospitalised, only once throughout the whole insurance period and on condition that the Insured is not entitled to cover for this expense from any other entity whatsoever.

Emergency Dental Treatment

The Insurer will pay expenses for emergency dental treatment for an event that occurred during the insurance period, up to a total amount of 200 dollars for the whole insurance period. This subject to the Insured being entitled to receive the emergency services and dental medicine first aid specified herein, for emergency dental treatment that will be given at dental clinic in Israel solely as first aid treatment, if treatment is needed as a result of an accident and / or a sudden flare up of pain as detailed herein:

- a. Extensive tooth decay – temporary filling.
- b. Open tooth cavity – temporary filling.
- c. Exposed tooth neck – material to prevent sensitivity.
- d. Severe infection – root canal or tooth packing material.

- e. Abscess originating from a tooth – draining the abscess and / or occlusion treatment.
- f. Food compression – treatment of the gums.
- g. Sub-crown inflammation – wash and / or treatment with medication.
- h. Post extraction pain – analgesics.
- i. Pressure sores under existing denture – release of pressure sores.
- j. Tooth ache – treatment will be given to alleviate or stop the pain.
- k. Tests and x-rays of affected teeth.
- l. Provision of a suitable prescription for pain relief in the event that the tooth cannot be treated at that time.

3.4 Special Expenses

Transfer of a corpse: in the event of death of the Insured, the cost of transferring the body from Israel to the Insured's country of origin, up to a maximum amount of 5,000 dollars, and as long as the expense is not payable by any another entity whatsoever.

The Insurer's undertakings in this chapter (Chapter B) will not exceed an overall total amount of 100,000 US dollars for the whole insurance period.

Chapter C': General Exceptions to the Policy

4. The Insurer will not be liable and will not be obliged to pay insurance proceeds for an insurance event all or part thereof in any of the following cases:

4.1 The insurance event occurred before the start of the insurance.

- 4.2 Existing medical condition.
- 4.3 The insurance event occurred after termination of the insurance period.
- 4.4 The insurance event occurred directly or indirectly because of insanity, mental disturbance and / or mental illness and / or psychotherapy and / or psychological treatment and / or psychiatric disturbances, suicide or attempted suicide, self-harm whether deliberate or otherwise, alcoholism, drug use except for medical drugs according to a doctor's instruction.
- 4.5 The insurance event occurred as part of or as a direct result of gliding, hang-gliding, paragliding, parachuting, paragliding using a parachute or any other apparatus used to glide/hover, skiing, water-skiing, jet-skiing, bungee jumping, diving including diving using apparatus, rafting, mountaineering, rappelling, flight in any aircraft whatsoever, except flights within Israel as a passenger in a regular air service in a civilian aircraft certified to carry passengers, sports activity as part of a sports club and / or competitive sports activity, sports activity that includes payment, boxing, wrestling, and all types of hand-to-hand combat, roller-blades, mountain biking, wall climbing, water surfing, snowboarding, ice skating, and all extreme sports of any kind or type which incorporates speed and / or height and / or danger and / or adrenalin.
- 4.6 The insurance event is a direct or indirect result of the HIV syndrome (AIDS) including mutations and / or variations and / or any other similar syndromes.
- 4.7 The insurance event is a direct or indirect result of a sexual disease.
- 4.8 The insurance event is a direct or indirect result of a road accident, as

defined in the Compensation for Road Accident Victims Law , 1975.

- 4.9 The insurance event is a direct or indirect result of a work accident, as defined in the National Insurance Law (Consolidated Version) ,1995.
- 4.10 The insurance event was caused or is the direct or indirect result of the Insured's service in one of the various types of security forces, including: the army or reserve service or regular army.
- 4.11 The insurance event was caused or is a direct or indirect result of passive participation of the Insured in an act of sabotage or act of terror of any kind whatsoever and / or war and / or act of war of hostile forces, regular or irregular as long as the Insured is entitled to cover of medical expenses stemming from such an event from any other entity whatsoever.
- 4.12 Pregnancy expenses and / or birth and / or ectopic pregnancy and / or expenses for routine ongoing treatments / tests or pre-pregnancy check-ups and / or genetic counselling and / or pregnancy and / or birth complications.
- 4.13 Fertility and / or sterility treatments.
- 4.14 Expenses for pregnancy confinement.
- 4.15 Expenses for treatment of premature and / or newborn baby.
- 4.16 Welfare treatment of babies and / or children, baby care clinics, vaccinations, supervision or routine examinations for children.
- 4.17 Treatment of learning disabilities, speech etc.
- 4.18 Organ transplant.

- 4.19 The following types of treatments or services: rehabilitation, physiotherapy, mechanical therapy, hydrotherapy, alternative therapies, homeopathy, alternative medicines, healing plans, acupuncture, chiropractic, optometry, periodical tests, cosmetic or rehabilitative surgery, experimental surgery, gum treatment and / or surgery, dental care (except first aid, included as part of the emergency dental treatment).
- 4.20 Medical aids, except medical accessories provided on loan as result of an accident event.
- 4.21 Spectacles and / or contact lenses, hearing aids and prosthesis of any kind whatsoever.
- 4.22 Medical expenses stemming from active participation of the Insured in activities such as: military action or civil war, police work, subversive or covert activity, rebellion, riots, sabotage, fighting, violence, terror, strikes and / or illegal activity.
- 4.23 Birth defects or illnesses including hereditary diseases.
- 4.24 The insurance event was caused directly or indirectly from nuclear splitting or fusion or radioactive pollution.
- 4.25 Routine tests and / or check-ups and / or vaccinations, which are not a result of an active medical problem.
- 4.26 Experimental medication which has not been approved by the FDA and approved by any other recognised authority as approved medicine in Israel.
- 4.27 Experimental medical treatments of any kind or type whatsoever.

- 4.28 Treatments, tests and surgeries outside the State of Israel.
- 4.29 Consequential damage of any kind whatsoever.
- 4.30 Activities of any kind whatsoever for which the Insured must pay compensation to a third party in accordance with the Torts Ordinance.
- 4.31 Emergency room expenses – except that determined in Section 3.2.
- 4.32 The Insurer will not pay and will not be liable for an insurance event that occurred during the insurance period and the treatment for which continued after termination of the insurance period except in the following cases:
- a. Hospitalisation expenses as determined in Section 1.12.
 - b. Non-hospitalisation medical expenses for a period of up to 90 days as determined in Chapter B.
- 4.33 Expenses for hospitalisation and / or for expenses incurred not during hospitalisation which could have been deferred till the Insured returned to their country of origin.
- 4.34 The Insurer will be entitled at any time to demand that the Insured return to their country of origin to receive the medical treatment or for the purpose of receiving medical care on condition that their return is possible from a medical point of view.
- 4.35 Medical services given to the Insured not through the service providers who are not contracted with the Insurer, unless explicitly authorised in writing by the Insurer.

It is stressed that the determining version of the policy is the Hebrew version, that was approved by the Insurance Commissioner in Israel. In the event of a contradiction between the foregoing English version and the Hebrew version, the provisions in the Hebrew version will prevail.