

Menora Mivtachim



Magen Personal

Personal Accident Insurance Policy

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Personal Accident Insurance Policy

Edition: 07/2020

## Full Disclosure for an Insured under Medical Insurance

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### Summation of the Terms and Conditions of the "Personal Shield" Insurance

Table 1 " Summation of the Terms and Conditions of the Policy

	Summation of the terms and conditions of the policy
Name of the Insurance	"Personal Shield"
Type of Insurance	Personal Accident
Insurance Period	Stipulated period. According to that detailed on the insurance details page and no more than one insurance year.
Description of the Insurance	Compensation in the event of death and / or disability and / or loss of work capacity of the insured as a result of an accident, as well as one or more of the <b>optional</b> expansions and / or <b>optional</b> policy cover, if purchased, as detailed on the insurance details page.
The policy does not cover the policyholder in the following cases (policy exceptions)	Chapter 3, Chapter 5, Section 1.6 and Section 6.3
The amount of the monetary compensation I will receive	Compensation based on the amount you purchased and in accordance with the terms and conditions of the policy. The amount is detailed on the insurance details page.
How long after the commencement of the insurance will I be entitled to claim and	To cover loss of work capacity due to illness " 30 days, as stipulated in Chapter 5, Section 1.5, insofar as such cover was purchased, unless detailed otherwise on the insurance details page

receive benefits (Qualifying Period) <sup>1</sup>	
How long after the occurrence of an insurance event will I be entitled to receive benefits (Waiting Period) <sup>2</sup>	A waiting period exists only with respect to cover of loss of work capacity, as such was purchased, in accordance with that detailed on the insurance details page.
Deductible Amount	In accordance with that detailed on the insurance details page.
Are there any overlapping covers in the Health Care Fund supplementary insurance?	Some of the cover also exists in other health services of the Health Care Funds

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<sup>1</sup> Qualification Period – the period commencing from the date of commencement of the insurance. Upon the occurrence of an insurance event during the course of this period, the insured (or the beneficiary) will not be entitled to insurance benefits.

<sup>2</sup> Waiting Period – A period that begins upon the occurrence of the insurance event for which the insured is not entitled to any compensation or indemnity, but only at the end of which.

Table 2 □ Summation Description of the Cover in the Policy

<b>Description of the Cover in the Policy</b>					
Name of the Cover	Description of the Cover	What is the maximum amount that can be claimed	How long after the beginning of the insurance can a claim be submitted and compensation obtained (Qualification Period)	How long after the occurrence of the insurance event will I be entitled to receive benefits (Waiting Period)	Deductible Amount
Cover in the Event of Death	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the beneficiaries stipulated on the insurance details page and, in the absence of a beneficiary being stipulated or, if such beneficiary is not alive, the heirs of the insured under the provisions of the law, entitlement to a one off compensation payment in the event of accidental death.	The insurance amount detailed on the insurance details page	N / A	N / A	N / A
Full Permanent Disability	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover entitles the insured to a one off compensation in the event of full or partial disability as a result of an accident, as a rate of disability of the insurance amount.	The insurance amount detailed on the insurance details page	N / A	N / A	N / A
Loss of Work Capacity	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover entitles the insured to weekly compensation, of the amount stipulated above for this cover, for a period of temporary, full or partial disability (as defined in the policy) as a result of an accident, up to the maximum	The amount of insurance is the product of the weekly compensation amount and the maximum number of weeks, less the waiting period, as detailed on the	N / A	As detailed on the insurance details page	N / A

	compensation period specified below for this cover period, less the waiting period.	insurance details page			
Compensation for loss of work capacity due to illness □ in Israel only	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the insured the right to weekly compensation of the amount stipulated above for this cover, for a period of temporary, full or partial loss of work capacity (as defined in the policy) as a result of illness, in Israel only, up to the maximum compensation period below for this cover, less the waiting period.	The amount of insurance is the product of the weekly compensation amount and the maximum number of weeks, less the waiting period, as detailed on the insurance details page	30 days, as specified in Chapter 5, Section 1.5, insofar as such cover was purchased, unless stipulated otherwise on the insurance details page	As detailed on the insurance details page	N / A
Compensation upon hospitalization due to an accident	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the insured the eligibility for daily compensation, for a hospitalization period due to an accident, up to the maximum compensation period detailed below for this cover, less the waiting period.	The amount of insurance is the product of the daily compensation amount and the maximum number of compensation days, less the waiting period, as detailed on the insurance details page	N / A	As detailed on the insurance details page	N / A
Indemnity for medical expenses (excluding dental care) due to an accident *	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the insured the right to the reimbursement of medical expenses incurred by him due to an accident, up to the amount of insurance for this cover, less the deductible amount.	The insurance amount detailed on the insurance details page less the deductible amount	N / A	N / A	As detailed on the insurance details page
Indemnity for dental expenses due to an accident *	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the insured the right to the reimbursement of dental expenses incurred by him due to an accident,	The insurance amount detailed on the insurance details page less the deductible amount	N / A	N / A	As detailed on the insurance details page

	up to the amount of insurance for this cover, less the deductible amount.				
Indemnity for expenses incurred in a medical evacuation due to an accident *	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the insured the right to the reimbursement of expenses incurred by him for a medical evacuation carried out in Israel due to an accident, up to the amount of insurance for this cover, less the deductible amount.	The insurance amount detailed on the insurance details page less the deductible amount	N / A	N / A	As detailed on the insurance details page
One-time compensation for fractures incurred as the result of an accident	Subject to and in accordance with the terms and conditions of the policy, its definitions and exceptions. This cover grants the insured a lump sum compensation, in the amount of insurance for this coverage, in the event of a bone fracture as a result of an accident.	The insurance amount detailed on the insurance details page less the deductible amount	N / A	N / A	As detailed on the insurance details page

\* The insurance company will pay the actual expenses up to the limit set in the policy. Please note, if you have the same cover in another policy, you will not be eligible for double reimbursement beyond the actual expense level and subject to the terms and conditions of the policy.

**All the above stated is subject to the terms and conditions of the full policy**

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## Introduction | Insurance Section

1. This **policy** is a contract between Menora Mivtachim Insurance Ltd. (hereinafter: **the insurer**), and **the insured**, whose name, employment, and address are detailed in the **list**, as attached to this **policy**, and constituting an inseparable part thereof.
2. Since **the insured** has contacted the **insurer** in the insurance offer, and subject to the information given the **insurer** in the insurance offer and the accompanying documents submitted to it, and constituting an inseparable part of this **policy**, whether or not they have been attached to the insurance offer or submitted separately, the **insurer** has agreed, in return for the **insured** obligating himself to pay insurance fees to the **insurer**, to pay the **insured** in this **policy** insurance payouts **up to the liability limits outlined in the list, for insurance incidents occurring within the insurance period in the list. This subject to the co-pay, conditions, exemptions and qualifications included in the policy, or attached to it, or those that will be attached to it by an addendum and/or appendix.**

## Chapter A: Definitions

1. The policy owner – the individual, group of individuals, or corporation contracting the *insurer* in a policy, whose name is contained in the *list* as the *policy owner*, working in good faith and diligence for the benefit of the insured only, and receiving no benefit from being the policy owner.
2. The insured – the individual or group of individuals insured by the insurer according to the policy, where definition of the group to which he belongs, or whose name and details have been sent to the insurer by the policy owner, have been listed in the list.
3. **The Insurer** – Menora Mivtachim Insurance Ltd.
4. **Partial disability** – the partial inability of the insured, at a rate of at least 25% to carry on with his work, profession, or source of income, as detailed in the list, or to engage in them in any way, fully or partial, or in the case of an injured party who is a student in any kind of educational institution who is not employed as of the date of the accident – the inability to appear at his regular classes.  
Without detracting from the general sense of the above, for insured who, as of the date of the insurance incident, do not hold a job and/or a source of paid employment, as well as for insured who are students in an educational institution, the period of temporary disability will be the period where the injured party is confined to their bed, home, medical institution, or rehabilitation or support institution, as per a certificate issued by a specialist physician in the field of the injury, or a recognized medical institution where the injured person has been hospitalized or treated.
5. **Accident** – a sudden, random, and unexpected event, caused directly by external, visible, physical damage, which constitutes, without dependence on any other reason, the exclusive, direct, and immediate reason for the insurance incident, including a traffic accident, except where it has been excluded explicitly in the list sheet. **To remove all doubt, it is hereby clarified that an event that is a result of verbal violence and/or psychological pressure and/or any other non-physical pressure and/or a cumulative result of many small accidents (micro-traumas) will not be considered an accident as per this policy.**
6. **Permanent disability** – the complete loss of one of the bodily organs due to its physical separation from the body, or a complete or partial loss of the functional activity of one of the bodily organs, **except for a disability caused by aesthetic scarring.**
7. **Death** – the death of the *insured*.
8. **The list** – an appendix attached to the *policy*, constituting an inseparable part thereof, including among others: the *policy* number, personal details of the insured and the policy owner, the date of the insurance start and period, and co-pay.

9. The policy – the insurance plan, including the **list**, the insurance offer, and any appendix or addendum to the **policy**, as attached.
10. The insurance fees – the sums that must be paid by the policy owner and/or the insured to the insurer in order to receive insurance coverage as per the policy's conditions.
11. Insurance payouts – the sums of compensation or refund paid out by the insurer for an insurance incident covered by the policy.
12. Insurance sum – the sum stated in the list for each insurance coverage, constituting the maximum insurance sum paid out by the insurer for that insurance coverage under this policy.
13. **Insurer's liability limits** – the sums contained in the **list** as the **liability limits** for the insurance incident and the insurance period.
14. **Age of the insured** – established according to the insured's date of birth on the day the insurance enters force.
15. **Hospitalization** – the insured being confined to a hospital as per an explicit instruction of a qualified doctor for at least 24 hours consecutively. **To remove all doubt, day hospitalization in a hospital will be considered hospitalization for the purpose of this expansion.**
16. **Hospital** – a medical institution that has received a lawful license and permit in the state wherein it operates, providing medical services 24 hours a day via registered and qualified nurses, possesses a team of at least one doctor, available at any time, and possesses diagnostic and surgical treatment equipment, including X-ray machines and operating room installations; **except for clinics, rehabilitation and support institution, sanatoriums and rest institutions, and any similar institution, as well as institutions that constitute (unless that is incidental) institutions for drug or alcohol addicts.**
17. **Qualified doctor** – a doctor with a lawful license under the laws of the state where he is employed, excepting the insured or an individual with a first-degree relation to the insured, **except for doctors or licensed or unlicensed healers using non-conventional and/or alternative and/or complementary medicine.**
18. **Activity hours** – 24 hours a day, except where defined otherwise in the list sheet.
19. **Qualification period** – a period listed in days or months in this *policy* or in the *list*, beginning in the date of the insurance commencement, where, should the *insurance incident* occur during that period, the *insurer* is not liable to pay as per the terms of the *policy* during the insurance period. An *insurance incident* that occurred during the *qualification period* is considered to be as an *insurance incident* that has occurred before the beginning of the insurance period.
20. **Waiting period** – number of the consecutive days, as detailed in the list, starting with the date of the insurance incident, for which the insurer will not make insurance payouts.

21. **Co-pay** ¶ a monetary sum as detailed in the list that will be offset from the insurance payouts.
22. **Traffic accident** ¶ as qualified in the Law for the Compensation of Victims of Traffic Accidents 5735 ¶ 1975.
23. **Index** ¶ The Consumer Price Index as published by the Central Bureau of Statistics, even if published by any other government institution, including any other official index that will replace it.
24. **The basic index** ¶ the index last published before the date of the beginning of the insurance payment.
25. **The applicable index** ¶ the index last published before the payment of the insurance payouts.

## **Chapter B: The Basic Coverage**

1. The insurance incident □ An *accident*, that has occurred in *the activity hours*, and during the insurance period, which, without dependence on another factor, constituted the sole, direct, and immediate cause for one of the below (except where purchased and stated otherwise in the *list*):
  - 1) Death;  
and/or
  - 2) Permanent disability;  
and/or
  - 3) Temporary disability.
2. Compensation in cases of accidental death
  - 2.1** In an *insurance case* where the death of the *insured* has been caused, the *insured* will pay the beneficiaries whose name is contained in the *list*, and where no beneficiaries have been established by the *insured* or where they are not among the living □ to the heirs of the *insured* as per the law, the *insurance sum* contained in the *list* for cases of death.
  - 2.2** Where the *insured* has been paid insurance payouts for *complete permanent disability* and/or *partial permanent disability* and/or *temporary disability*, the insurer will pay at the death of the *insured*, only the difference, if any, between the insurance sum contained in the list for the case of *death*, and the sum/s that has/have been paid as stated above.
  - 2.3** The total insurance payouts will not exceed *insurance sum* contained in the *list* for the case of *death*.
3. Compensation in case of permanent disability as a result of an accident
  - 3.1** In an *insurance case* where the *insured* has suffered from *permanent disability* (whether partial or complete) as a result of an accident, the *insurer* will pay the *insured* a compensation at the percentile rate of *permanent disability* of the *insurance sum* contained in the list for the case of *permanent complete disability*.

For example: in a case where the insurance sum contained in the list for the case of full permanent disability is 100,000 NIS, and the rate of the permanent disability established stands, for example, at 30%, the insured will be authorized to compensation at a rate of 30,000 NIS =  $30\% * 100,000$ .

\* The sum is for example purposes only.
  - 3.2** Once permanent disability has been established, the insured will no longer be entitled to compensation for temporary disability due to the same *insurance incident*.

3.3 Any sum paid for permanent disability, for the period after which the *permanent disability* has been established, will be considered at the expense of the final compensation for *permanent disability*.

3.4 The rate of medical **disability** caused to the **insured** due to the **insurance case** will be established based on the relevant tests of injury of the relevant type in Part A **only** in the addendum to Regulation 11 of the National Insurance Regulations (Establishing Rates of Disability for Work Injury Sufferers), 5717 ׀ 1956 (hereinafter: ׀ **the tests**׀ and ׀ **the National Insurance Regulations**׀).

The above does not apply to this chapter any provision of the National Insurance Law and/or its regulations. To remove all doubt, it is hereby clarified that in any event Regulations 15 and 16 of the National Insurance Regulations will not be used for the purpose of establishing permanent disability or the level thereof.

To remove all doubt, disabilities that do not fit the definition of disability covered by this policy, such as disability due to aesthetic scarring, are not covered.

3.5 Where disability has not been established in the tests, the **disability** level will be established by a **qualified physician** in the relevant field, as per a similar injury from among the injuries detailed in the tests. **To remove all doubt, it is hereby clarified that in any event Regulations 15 and 16 of the National Insurance Regulations will not be used for the purpose of establishing permanent disability or the level thereof.**

3.6 Subject to the above, should the insured have grounds for a claim against the National Insurance Institute (Work Injuries Department) due to the occurrence of an insurance incident, the decision of the National Institute regarding the rate of the insured's permanent disability as resulting from the insurance case and based on the **tests**, will be binding also on the sides to this policy, **except where the rate of disability has been established and/or added as a result of an application of Regulation 15 and/or 16 of the National Insurance Regulations and/or any other provisions from the National Insurance Law and/or the regulations thereof.**

It will be stressed that the aforementioned decision of the National Insurance Law will supersede even the decision of a specialist physician in the relevant field, whether or not it will benefit the insured.

It is clarified that a disability claim under the policy can be made independently of making a claim with the National Insurance Institute.

3.7 To remove all doubt, it is hereby clarified that the decision of the National Insurance Institute that is binding on the parties to the policy, means a

decision of the Medical Commission for Work Injuries only, and not any other committee, including: A General Disability Committee, Special Services Committee, Support etc.

3.8 A permanent disability that the *insured* was already afflicted with for a given organ or organs as of the date of the *insurance incident* will be fully offset when establishing the rate of disability under this coverage, only when it is connected to the same organ.

4. Compensation in case of temporary disability as a result of an accident.

4.1 **Temporary complete disability** □ in an *insurance incident* in which *an insured* has suffered from temporary complete disability, the *insurer* will pay *the insured* the sum contained in the list as a weekly compensation for full work disability, **as long as this period of disability continues, until the maximum payment period, as outlined below, subtracting the waiting period.**

4.2 **Temporary partial disability** □ *in an insurance case* in which the *insured* has suffered from temporary partial disability **at a rate of at least 25%**, the *insurer* will pay the *insured* a weekly compensation, a fraction of the sum contained in the *list* as weekly compensation for total work disability, **as long as the period of this disability continues, until the maximum payment period, as outlined below, subtracting the waiting period.**

4.3 Unless it has been otherwise specified in the list, the maximum payment period for the insurance payouts will be as follows:

- 1) 104 consecutive weeks from the day of the *insurance incident* □ when the age of the *insured* is up to 65 years on the day of the insurance commencement.
- 2) 52 consecutive weeks from the day of the *insurance incident* □ when the age of the *insured* is 65 years and more on the day of the insurance commencement.

5. Insurer liability limits and coverage exhaustion

Without detracting from the general sense of the contents of this section, the payment of the entire insurance sum for an incidence of death or permanent disability, the higher of the two, exhausts the policy. Therefore, the term of the policy will expire in a manner that does not entitle the insured to a refund on his insurance premium.

## **Chapter C: General Exemptions from the Policy**

This *policy* does not cover the cases listed below, including an insurance incident caused, effect, or influenced, directly or indirectly, by, or as a result of any of the following, as appropriate in each matter and situation:

1. War, enemy action, invasion, terrorism and sabotage, hostilities, war or warlike action (whether or not war has been declared), civil war, rebellion, revolution, uprising, military rule or coup, military or popular uprising. This exemption will be reduced if expanded war and passive terror insurance has been purchased, as stated in Chapter D Section 2 and subject to its conditions.
2. Participation in military or pre-military or security operation, whether ground, naval, or aerial, of any kind, including training and/or exercises, including as part of enlisted, reserve, or professional military service, police, Civil Guard, or work with civilian security companies, wherever the insurance incident is a direct result from activity with a police/military character.
3. Voluntary risk-taking that has not been done for the purpose of saving lives.
4. Participation in a brawl.
5. Suicide or attempted suicide and deliberate self-harm.
6. Use of drugs and/or medication that have not been prescribed *by a qualified physician, or any addiction of the insured's*.
7. Pregnancy, retaining pregnancy or birth, or abortion.
8. Verbal violence, psychological or emotional harm.
9. The presence of the *insured* as a passenger on a flight (including a single-engine aircraft) that is not a regular flight on a regular, recognized airline that is licensed for passenger transport, or a watercraft that is not a regular, recognized, and licensed watercraft for passenger transport, or on an aircraft and/or watercraft that is being flown and/or sailed in an unlawful manner.
10. The presence of the *insured* on an aircraft and/or watercraft, as a member of the crew.
11. *Activities undertaken by the insured* as a registered sportsman in a sports team and/or sports association and similar, the sportsman engaging in any sports activity, in a professional manner, or his participation in competitions, as well as the insured engaging in amateur sport, where done within the framework of a sports association registered under the Sports Law, 5748 - 1988.
12. The *insured's participation* in one or more of the following activities:  
Ground/motorized ground: Riding off-road bicycles as well as various high-risk styles such as free-ride, down-hill, and urban riding and/or riding a bicycle with an auxiliary engine, an electric scooter, Segway, a horse, a quadbike, Motocross riding, driving on an unpaved road on a 4x4 vehicle, rugby, fencing, hunting, abseiling of all types,

skateboarding, grappling, wrestling, various martial arts: Krav Maga, Judo, Karate etc.

Marine: Kayaking, rafting, inflatable boat water skiing, parasurfing, assisted diving, surfing and windsurfing.

Heights: wall climbing.

13. Participation, whether on an amateur or a professional basis, in sports with an increased level of risk as compared to regular sports activities, including typically one or more of the components speed, altitude, and risk (hereinafter: "extreme sports"). This includes, among others: mountain and cliff climbing, surfing and jumping off cliffs, entry into caves via ropes, underwater activities, bungee jumping, parachuted and wingsuit diving, motorized and non-motorized paragliding, using a motorized or an non-motorized glider, balloon, water bike, waterskiing, kite surfing, using a racing boat, skiing, snowboarding, sleighing, riding snowmobiles, ice-skating, longboarding, sandboarding, zip-lining, driving race vehicles of all types, piloting ultralight aircraft, Iron Man, Buckeye flying quadbikes, zorbing, parkour, free diving, Queen of the Desert, participation or training for acrobatics, and/or any other extreme sports as appearing in the list on the insurer's website at [www.menoramivt.co.il](http://www.menoramivt.co.il)
14. Ionizing radiation, radioactive contamination from any kind of nuclear fuel and/or nuclear waste and/or any warlike nuclear material and/or from the burning of nuclear fuel. Herein the term "burning" is read to mean: any self-sustaining nuclear fission process.
15. Earthquakes, including tsunamis and volcano eruptions.
16. Medical or surgical treatment, including fertility treatments, except where the treatment has been made necessary by the *insurance incident*.
17. Mental illness and/or mental disorder, concussions or nerve damage, where not accompanied by open bodily harm.
18. Varicose vein or cellular tissue defect or complications resulting therefrom.
19. Sunstroke or heatstroke not caused by an accident covered by this policy.
20. Muscular or nervous sensations that are not accompanied by pathological changes.
21. Back pain that is not caused by an accident covered by this policy, spinal cord degeneration, osteoporosis, or complications resulting from them.
22. A disease, including a venereal disease, hernia and inguinal hernia, asbestosis and silicosis, as well as infection, except where a disease expansion has been purchased and subject to its conditions, as well as the Regulations for Oversight of Insurance Business (Conditions in Insurance Contracts) (Provisions Regarding Pre-Existing Health Conditions), 5764 ׀ 2004.
23. *Insurance incidents* caused by any other accident, caused by, or in a relation to, or exacerbated as a result of the *accident* that has caused the first insurance incident in

the series will be considered as a single *insurance incident*, and additional insurance payouts will not be made for them.

24. Biological or chemical material
25. Riots in which the *insured* has taken active part.
26. The *insured* riding a motorcycle or motor scooter, except if an expansion for riding a motorcycle or motor scooter has been purchased, as mentioned in Chapter D Section 1, and subject to its condition.
27. The disappearance of the *insured* will not be considered an accidental death, unless reasonable proof is provided that the *insured* is dead, or in the case that the *insured* vanishes for a period of over 60 days, as a result of the loss or disappearance of an aircraft in which he traveled, or the sinking of a ship in which the *insured* had sailed.
28. An *insurance incident* that occurred outside the activity period.
29. An insurance incident for which a significant cause was the regular course of a system of medical circumstances, with which the insured has been diagnosed before the date of purchasing the insurance, including as a result of disease or accident; in this context, "diagnosed" will be read to mean, identified by means of documented medical diagnosis, or a documented medical diagnosis that took place in the six months preceding the purchase of the insured.

This exemption will be time-limited as per the insured's age at the time of the beginning of the insurance period:

- 1) Less than 65 years - the exemption will be valid for a period no longer than one year from the beginning of the insurance period.
- 2) More than 65 years - the exemption will be valid for a period no longer than half a year from the beginning of the insurance period.

## **Chapter D: Expansions (Optional)**

The insurance will be expanded based on any of the expansions listed below, only if the expansion has been explicitly named in the list, and subject to all the policy's conditions, its restrictions and provisions, except where they have been explicitly altered.

### **1. Motorcycle or motor scooter riding expansion (optional)**

- 1.1 If it has been explicitly stated in the list, and despite the contents of Chapter 3, Exemption 28, the policy will be expanded to include riding a motorcycle or motor scooter.
- 1.2 In case of an insurance incident resulting from the insured's riding on a motorcycle or motor scooter, the insurer will pay the insured a payout subject to the sums and maximum compensation period in the list, subject to the explicit requirement that, at the time of the insurance incident, the driver possessed a valid license for the vehicle.
- 1.3 **For the purpose of this expansion, the maximum payout period for the insurance compensations for full or partial temporary disability will be 52 consecutive weeks from the day of the insurance incident.**

### **2. War and passive terrorism risk expansion (optional)**

- 2.1 If it has been explicitly included in the list, the policy will be expanded to include coverage in case of death and/or permanent and/or temporary disability, as outlined in the list, caused to the insured as a result of war, enemy action, terrorist attacks, acts of sabotage and terrorism, civil war, uprising, military or popular uprising, revolution, as long as he did not take active part in the aforementioned events.
- 2.2 Exemption 1 in Chapter C will be narrowed in accordance with the above, related to coverage death and/or permanent and/or temporary disability, subject to the extent of the expansion purchased.
- 2.3 **To remove all doubt, it is hereby clarified that this expansion does not detract from the applicability of Exemption 2 in Chapter C, that is, this expansion does not cover the insured during participation in military or pre-military or security operation, whether ground, naval, or aerial, of any kind, including training and/or exercises, including as part of enlisted, reserve, or professional military service, police, Civil Guard, or work with civilian security companies.**
- 2.4 **To remove all doubt, this expansion does not apply to the insured when he is located in countries with which Israel is in a state of war, and in the territory of the Palestinian Autonomy.**

### **3. Coverage expansion for sports activities pertaining to a declared sports activity (as detailed in the list) (optional)**

**If it has been stated explicitly in the list**, the policy will be expanded to cover insurance incidents that occurred during the declared sports activity detailed in the list sheet, as follows:

- 3.1 Despite the contents of exemptions 12, 13, and 14 of Chapter C, and subject to the rest of the policy's conditions and exemptions, the policy will be expanded to cover the insured while taking part in the declared sports activity, subject to the conditions detailed below.
- 3.2 To remove all doubt, it is clarified that, in relation to an insured who makes a living from the declared sports activity, whether as his sole source of earning or as a second one, the definition of partial disability will be expanded to also include the capability of the insured to engage in the declared sporting activity.
- 3.3 **Maximum payout period for temporary disability coverage:**  
**For the purpose of this expansion, the maximum payout period for the insurance compensations for full or partial temporary disability will be 52 consecutive weeks from the day of the insurance incident, except where it has been otherwise stated in the list, subtracting the waiting period, as stated in the list.**

## **Chapter 5: Additional Coverage (Optional)**

The insurance will be expanded based on any of the forms of coverage listed below, only if the coverage has been explicitly named in the list, and subject to all the policy's conditions, its restrictions and provisions, except where they have been explicitly altered.

### **1. Compensation due to temporary complete disability as a result of disease ☐ in Israel only (Optional)**

If it has been explicitly stated in the *list*, the policy will be expanded to include compensation for temporary complete disability as a result of disease, as follows:

- 1.1 The insurance incident ☐ a disease with which the *insured* was afflicted *for the first time during the insurance period*, causing him to suffer a temporary complete disability.
- 1.2 Insurance payout ☐ *in an insurance incident* wherein the *insured* has suffered from temporary complete disability, the *insurer* will pay the *insured* the sum stated in the *list* as a weekly compensation for complete work disability, subject to a subtraction of a *waiting period*, up to the maximum payout period, as detailed below.
- 1.3 Maximum compensation period ☐ except where it has been stated otherwise in the list, the insurance payouts under this coverage are limited to a period of 52 consecutive weeks only from the day the disease commences, subject to the subtraction of a *waiting period*.
- 1.4 Geographical boundaries ☐ despite the contents of Chapter F Section 7, the coverage under this section does not apply to the *insured* when he is outside the boundaries of the State of Israel and the territories held by the IDF.
- 1.5 The qualification period ☐ *the qualification period* for this coverage will be 30 days long, except where it is stated otherwise in the list. For the purpose of this section, an extension of the insurance period or a renewal of the *policy* will not be considered as the beginning of the insurance.
- 1.6 **Exemptions to coverage for temporary disability as a result of a disease**  
**In addition to the general exemptions included in this policy, unless it has been explicitly stated otherwise, this coverage does not include:**
  1. **Death or any kind of permanent disability as a result of disease.**

2. **Work disability resulting from any kind of medical treatment, including surgery that is not necessary for the purpose of treating a disease including plastic and other aesthetic surgeries.**
3. **Moreover, and without detracting from the above, the *insurer* is entitled to deny or reduce the insurance payouts, subject to the Insurance Contract Law, 5741 ׀ 1981, if:**
  - a. **The *insured* has, without sufficient reason, violated a physician's instruction, which as intended to quicken his recovery and return him to work.**
  - b. **The *insured* has acted in a manner that was likely to prevent his recovery and return to work.**

## **2. Compensation during hospitalization as a result of an accident (optional)**

**If it has been explicitly stated in the *list*, the policy will be expanded to include compensation during hospitalization as a result of an accident, as follows:**

If, as a result of an ***insurance incident*** as defined in Chapter B of the policy, the insured will be hospitalized in a hospital ׀ the ***insurer*** will then pay the ***insured*** the sum contained in the ***list*** for every day of hospitalization, up to the **maximum compensation period** established in the ***list***, **subtracting the *waiting period*** as established in the ***list***.

## **3. Refunds for medical expenses as a result of an accident (excluding dental care) (optional)**

**If it has been explicitly stated in the *list*, the policy will be expanded to include refunds for medical expenses as a result of an accident (excluding dental care), as follows:**

- 3.1. The ***insurer*** will refund the ***insured*** the ***medical expenses*** that have been incurred by him as a result of ***an accident that occurred in the activity period and during the insurance period, up to the maximum insurance sum stated in the list for the purpose of this coverage, and subtracting any co-pay.***
- 3.2. For the purpose of this coverage, ׀ **medical expenses** ׀ will be read to include expenses for rescue and transportation, ER, hospitalization, doctor's appointments, tests, X-rays, medical equipment, **necessary surgeries by specialist referral**, medications and pre-medical treatment, including physical therapy and alternative treatments, **subject to the approval of a specialist physician regarding the necessity of these treatments, but excepting dental treatment expenses and the expenses for medical consultation to establish a rate of disability.**
- 3.3. **The insurance payouts for medical expenses as per this coverage, wherever a price ceiling has been established for them by the Ministry of Health, are limited to the aforementioned up-to-date price ceiling for such an expense, as published by the Ministry of Health from time to time.**
- 3.4. **The indemnification pursuant to this coverage will be paid with the offsetting of any refund received by the insured and / or the beneficiary from any other entity.**
- 3.5. The insured is entitled to receive, from the insurer, upon demand, an advance payment or a financial undertaking that will enable the insured to receive the

medical service that is the subject of this cover, against the monies owing to the insured pursuant to this cover section.

#### **4. Refunds for dental care expenses as a result of an accident (optional)**

**If it has been explicitly stated in the *list***, the policy can also be expanded to include refunds for dental care expenses as a result of an accident as follows:

- 4.1. The ***insurer*** will compensate the insured for dental care expenses incurred by him as a result of ***an accident that occurred in the activity period and during the insurance period, up to the maximum insurance sum stated in the list for the purpose of this coverage, and subtracting any co-pay.***
- 4.2. **The indemnification pursuant to this coverage will be paid with the offsetting of any refund received by the insured and / or the beneficiary from any other entity.**
- 4.3. The insured is entitled to receive, from the insurer, upon demand, an advance payment **or** a financial undertaking that will enable the insured to receive the medical service that is the subject of this cover, against the monies owing to the insured pursuant to this cover section.

#### **5. Refunds for rescue expenses as a result of an accident (optional)**

**If it has been explicitly stated in the *list***, the policy can also be expanded to include refunds for rescue expenses as a result of an accident as follows:

- 5.1. The ***insurer*** will compensate the insured for rescue expenses incurred by him as a result of ***an accident that occurred in the activity period and during the insurance period, up to the maximum insurance sum stated in the list for the purpose of this coverage, and subtracting any co-pay.***
- 5.2. For the purpose of this coverage, **rescue expenses** will be interpreted to mean expenses required to remove the insured from the location where the accident occurred, and transport hi, by means of ground, air, and/or marine transport to the ***hospital*** nearest to the location where the accident occurred, to his home, or any other place where the physician has ordered him to be transported.
- 5.3. **The indemnification pursuant to this coverage will be paid with the offsetting of any refund received by the insured and / or the beneficiary from any other entity.**
- 5.4. **Geographical boundaries** despite the contents of Chapter F Section 7, the coverage under this section does not apply to the ***insured*** when he is outside the boundaries of the State of Israel and the territories held by the IDF.

#### **6. One-time compensation for bone breakage as a result of an accident (optional)**

**If it has been explicitly stated in the *list***, the policy can also be expanded to include **one-time** compensation for rescue expenses as a result of an accident as follows:

- 6.1. The ***insured*** will be entitled to one-time compensation, to the sum stated in the ***list*** for this matter, for a bone breakage occurring **as a direct, immediate, and exclusive result of the accident.**

- 6.2. For the purpose of this coverage, "breakage" means damage to the integrity of the bone, with or without a change in its original form, that has been diagnosed by a ***certified physician***, by means of X-ray, CT or MRI imaging.
- 6.3. **In addition to the general exemptions included in the policy, this expansion does not cover bone fractures cause by, or as a result of, a continuous, gradual process, or self-caused.**
- 6.4. To remove all doubt, compensation under this coverage is **one-time** coverage per ***insured*** and ***insurance incident***, whether or not a single accident has caused one or several fractures.

## Chapter F: General Conditions

### 1. Disclosure on principal matters

- 1.1. Were the *insurer* to present the insured, prior to the signing of the contract, with a question on a matter which would influence the willingness of a reasonable insurer to sign the agreement at all, or to sign it on the existing conditions (hereinafter: **“ a principal matter ”**), whether using an insurance offer form, or in another manner in writing **“ the insured must respond in writing, truthfully and in full.**
- 1.2. The policy has been issued based on the answers given by the *insured* to the *insurer* in writing to all the questions he has been asked in the insurance proposal that has served as a basis to this *policy*, or in any other manner, and based on the *insurer* being assured that the *insured* has informed it of all the principal facts for the purpose of evaluating the insured risk.
- 1.3. **Should the *insured* have failed to provide complete, truthful answer before the signing of the insurance contract, as described above, the following provisions will apply:**
  - (1) **The *insurer* is entitled, within 30 days of being informed of this, and as long as the *insurance incident* has not occurred, to cancel the insurance contract by written notice to the *insured*.**
  - (2) Should the *insurer* have canceled the insurance contract under the force of this section, it will return to the *insured* the insurance fees it has received for the period after the cancellation of the insurance, after offsetting its expenses, **except where the *insured* has acted with intent to defraud.**
  - (3) **Should the *insurance incident* have occurred before the contract had been canceled under this section, the *insurer* is not obligated to pay more than insurance payouts reduced by a rate similar to the ratio of the *insurance fees* it would have charged based on the actual situation, and the agreed-upon *insurance fees*, and it is entirely exempt in any of the below.**
    - (a) **The answer made before the signing of the agreement, or the failure to notify *the insurer* of the increased risk has been made with intent to defraud.**
    - (b) **A reasonable insurer would not have entered the contract, even for greater insurance payments, if it knew of the true situation. In this case, the *insured*, is entitled to a refund of the insurance payments he had made for the period after the *insurance incident*, offset by the *insurer*'s expenses.**

- 1.4. **The insurer** is not entitled to the remedies listed in Section 1.4 above, in any of the below conditions, unless the answer that was not complete and truthful was given with the intent to defraud:
- (1) It knew, or had to know, the true situation as of the signing of the agreement, or it causes the answer not to be complete and truthful.
  - (2) The fact regarding which an answer that was not complete and truthful was given has ceased to occur before the insurance incident occurred, or it did not influence its occurrence, the insurer's liability or its extent.
- 1.5. **The insurer** is not entitled to the remedies listed in Section 1.4 above, after three years have passed after the signing of the insurance agreement, except where the insured, or the individual whose life was insured under the policy, had acted with the intent to defraud.
2. **Extension of the insurance period**
- 2.1. Any extension or renewal of the insurance according to the **policy**, are conditional on the written consent of the **insurer**, given explicitly for this purpose.
- 2.2. **It is hereby declared that, at the end of the aforementioned insurance period, the insurance will not be extended or renewed by itself, including through silence, and that extension or renewal of the insurance will be carried out only via explicit, written approval of the insurer for the aforementioned renewal or extension, and not in any other way, even if the insured has offered to the insurer, or vice versa, to extend it, in any form or at any date.**
3. **Payment of insurance and other fees**
- 3.1. The insurance fees, as well as well as other sums owed by the **insured** to the **insurer**, will be paid within 28 days from the beginning of the insurance period, or on other dates as detailed in the **list**.
- 3.2. If the insurance fees are not paid by the date agreed upon, in addition for linkage differences as listed above, linked interest will also be added to the late payment, at a rate established according to Section 1 of the Interest and Linkage Establishment Law, 5721 ׀ 1861. For the purpose of this matter, the definition of ׀linkage differences and interest׀ for the delay period, will be from the first day of the delay and to its actual payment, and will be paid to the **insurer** when settling the delayed sum as an inseparable part thereof.
- 3.3. Should the delayed sum not have been paid within 15 days after the **insurer** had demanded that the **insured** pay it ׀ **the insurer is entitled to notify the insured that the insurance will be canceled within 21 additional days, unless the delayed sum is paid prior.**
- 3.4. The cancellation of the insurance according to this section does not detract from the duty of the **insured** to pay the delayed sum, as applicable to the period before the aforementioned cancelation, including the expenses born by the **insurer**.

3.5. The cancelation of the insurance will not detract from the rights of the **insured** under the **policy**, for an **insurance incident** that occurred prior to the cancelation of the insurance.

#### 4. Policy cancelation

4.1. **The policy owner** may cancel this **policy** by written notice to the **insurer**. The insurance will be canceled within three days of the day the written notice was served to the **insurer**.

Should the policy be canceled as per this agreement, the insurer will refund the policy owner with the insurance fees paid, subtracting the following sums:

- (1) For a period of up to seven days in which the policy was in force, including if it did not enter force – 5% of the annual insurance fees.
- (2) For a period of more than seven days in which the policy was in force, – 5% of the annual insurance fees, plus 0.3% of the annual insurance days for every day of insurance, starting with the eighth day.

4.2. Without detracting from the **insurer's** rights to cancel the policy due to non-payment of the complete insurance fees, the **insurer** will be entitled to cancel the insurance pursuant to the grounds established in the law.

4.3. The aforementioned cancelation of the insurance will not detract from the rights of the **insured** under the **policy**, for an **insurance incident** that occurred prior to the cancelation of the insurance.

#### 5. Duty of cooperation of the insured with the insurer.

5.1. Should an **insurance incident** occur, the **insured** must notify the **insurer** immediately after becoming aware thereof, and the beneficiary must notify the **insurer** immediately after becoming aware of the event and of his right to the insurance payments. Serving of the notice by one of these releases the other from his duty.

5.2. Should an **insurance incident** occur, the **insured** must immediately seek a certified physician and follow his instructions.

5.3. After the **insurer** receives notice of the occurrence of an **insurance incident** and a written claim for the payment of the insurance payouts, the **insurer** must do what is required to clarify the extent of its obligations.

5.4. The **insured** or the **beneficiary**, as relevant, must provide the **insurer**, within a reasonable time frame of having received the demand to do so, the information and documents necessary to clarify liability, and if he does not possess them, he must aid the **insurer** in procuring them as much as he can.

5.5. Any claim for insurance payouts under this chapter must be submitted in writing on a demand form as used with the **insurer**, with an attached doctor's certificate and other documents as required by the **insurer**.

5.6. The **insurer** may require from time to time, at its discretion, that the **insured** undergo an inspection with a doctor appointed for that purpose by the **insurer**,

and at its expenses, as long as the inspection is reasonable as per the circumstances on the matter. The insured can, at any time, demand the realization of the rights to which he is entitled under the policy through the courts.

- 5.7. The **insured** will provide the **insurer** any new, or additional, medical reports, as well as any information and documents the **insurer** may require in order to clarify its liability, and he must the **insurer** in this matter as much as he can.
- 5.8. **The Insured** is entitled to submit all the documents in a digital manner as well by email, by SMS and in the personal online account of the customer.
- 5.9. **If the obligations outlined above in this Section have not been carried out, and were the execution of these duties to allow the insurer to reduce its liability the insurer is not obligated to pay the insurance payouts, except to what extent it would have owed them in the case in which the duty were fulfilled.**

This provision will not apply in each of the following cases:

- (1) The duty has not been performed, or has been performed late, due to justifiable reasons.
  - (2) Its non-performance, or late performance, did not prevent the **insurer** from establishing its liability, nor burden its establishment.
- 5.10. **Were the insured to take an intentional action, which would prevent the insurer from establishing its liability, or burden it, the insurer is not obligated to make the insurance payment, except to what extent it would have owed them in the case in which this were not done.**
- 5.11. **Should the obligations outlined above have not been performed, or the actions described in Section 5.9 above have been undertaken, or the insured or the beneficiary have given the insurer false information, or concealed from it information regarding the insurance incident, and this were done with the intent to defraud, the insurer would then be free from its obligations.**
- 5.12. **Were the insurance incident caused by the insured or the beneficiary deliberately, the insurer would then be free from its obligations.**

## 6. Linkage

- 6.1. The insurance sums and co-pay sums listed in this **policy** and in the **list**, per **insurance case** and for each insurance period, will alter based on changes between the basic index and the applicable index. In the case where the sums are listed in a foreign currency, the insurance sums will be linked to changes to this currency that occurred from the day of the insurance commencement and up to the day of the insurance payout, as per the official exchange rates published by the Bank of Israel.
- 6.2. If, during the insurance period, the insurance sums are increased due to a request by the **insured**, wherever this has not occurred as a result of the agreed-upon

index or foreign currency linkage, every such increase will constitute a new basic sum, to which the aforementioned linkage conditions will apply, and the basis for the expansion will be the index or foreign currency exchange rate agreed upon, as published last before the date in which the increase enters force.

#### 7. Geographical boundaries

**Unless it has been stipulated otherwise in the list, or any other section of this policy, this *policy* covers the *insured* for insurance incidents occurring within the boundaries of the State of Israel and everywhere in the world, **excepting countries with which Israel is in a state of war, and the territories of the Palestinian Autonomy.****

#### 8. Choice of Jurisdiction

8.1. Interpretation of the *policy* and any controversies or claims regarding it, including in relation to the question of the insurance coverage, will be settled only based on Israeli law, and in courts in Israel only.

8.2. To remove all doubt, it is hereby clarified that the enforcement of a foreign court ruling will not be considered an interpretation of the policy based on Israeli law, nor as a court ruling issued by an Israeli court and/or legally constituted authorities in Israel.

#### 9. Statute of limitations

**The statutory limitation period for submitting a claim for insurance payment under this policy is in accordance to the law.**

#### 10. Right of offset

10.1. **The *insurer* will be entitled to offset from the insurance payouts owed to the insured or beneficiary, any sum it is owed by the *insured*, including for another policy he holds with the insurer, all subject to the provisions of the law.**

10.2. **Should the *insured* have been ruled completely or permanently disabled as a result of the *insurance incident*, or should the *insurance incident* have caused his death, the *insurer* is entitled to offset from the insurance payouts the remaining insurance fees it is owed, even if the date of its payment has not arrived yet, subject to the provisions of the law.**

#### 11. Notices

##### 11.1. Notices for the policy owner

Notices sent by the *insurer* to the *policy owner* and/or the *insured* and/or the beneficiary in all that pertains to the *policy* will be served as per their last address known to the *insurer*.

Any documents sent by registered mail to address of the policy owner, insured, or beneficiary as outlined above, will be seen as served at that address within 7 days of the day it was sent.

11.2. Notices for the insurer

A notice from the **insured** or the **policy owner** will be served at the address of the **insurer's** main office, as listed in the heading of the **policy**, or at any other address in Israel, of which the **insurer** has notified the **policy owner** in writing.

Menora Mivtachim Insurance Ltd.  
National Service Call Center \*2000  
Central District ׀ Agencies ׀ 23 Jabotinsky St., Ramat Gan  
Northern District ׀ Beit Imot, 157 Jaffa St., Haifa  
Jerusalem District ׀ 1 Agudat Ha-Sport HaPoel  
Southern District - 23 Jabotinsky St., Ramat Gan

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