

**TRANSLATION**

In the case of any discrepancy between the text of this document and the original in Hebrew, the latter will prevail.

**OVERSEAS TRAVEL INSURANCE POLICY PLAN “C”**

**For policyholders up to the age of 85 who suffer from chronic illnesses / take medication on a regular, provided their condition has not deteriorated in the six months before arranging the insurance.**

**June 2016 edition**

<b>Schedule of limits of liability for Plan C (subject to the policy conditions)</b>	
<b>Description of the cover</b>	<b>Limit of liability</b>
Hospitalisation and medical expenses	US\$ 250,000
Repatriation of corpse (Section E)	Included in the limit for hospitalisation
Travel expenses and hospitalisation related costs, additional costs of a companion who has to stay with the insured	US\$ 5,000
Air ambulance (Section E)	Included in the limit for hospitalisation
Land evacuation and/or transfer (Section E)	Included in the limit for hospitalisation
Air or sea evacuation and/or transfer (Section E)	Included in the limit for hospitalisation
Emergency dental treatment (Section F)	US\$ 500
Emergency flight back to Israel for the insured (Section H)	US\$ 500
Emergency flight for a close relative (Section H)	US\$ 1,200
Loss of deposit or cancellation of trip (Section I)	US\$ 3,000
Lost payment due to emergency military drafting (Section I)	US\$ 1,500
Personal accident insurance (Section K)	
For ages 17-75	Up to US\$ 20,000
Up to the age of 17	Up to US\$ 6,000
Personal effects (Section L)	
Personal effects (luggage) for insureds between the ages of 17-85	US\$ 2,250
Personal effects (luggage) for insureds up to the age of 17	US\$ 1,000
Maximum compensation for any one item	US\$ 450
Maximum compensation for valuables	US\$ 750
Maximum compensation for mobile telephones	US\$ 250
Late arrival of baggage	US\$ 150
Maximum compensation in the event of burglary and theft from a motor vehicle	US\$ 400
Third Party Liability (Section M)	US\$ 250,000
Deductible	US\$ 50
Increased deductible for laptop computers if the extension has been purchased	US\$ 200

Dear policyholder,

In the event of an emergency necessitating hospitalisation or repatriation, please call IMA call centre for customers of Shirbit, 24 hours per day:

International Medical Assistance

Tel: ++ 972-3-9226913

Fax: ++ 972-3-9226380

E-mail: [assistance@ima-mc.com](mailto:assistance@ima-mc.com)

Please quote your Shirbit policy number.

INSURED'S DECLARATION	
<p>A. I am not aware of any cause or need for hospitalisation, medical examination or treatment during my overseas stay.</p>	<p>E. I hereby empower Shirbit Insurance Company Ltd. to peruse and obtain on my behalf any medical material relating to me and/or my companions covered under this policy and I hereby release all doctors and medical institutions from the duty of confidentiality. It is hereby clarified that the aforementioned medical material will be used for the purpose of clarifying the liability of the insurer in accordance with the conditions of this policy.</p>
<p>B. I am aware of the fact that this covers the deterioration of an existing illness, subject to payment of the appropriate premium.</p>	<p>F. I have received and read the policy conditions.</p> <p>G. <b>If the insured has not signed this declaration, the policy will take effect solely on condition that at the time of its issue the particulars contained in the declaration are fully accurate and in such a case the declaration will be considered to have been signed by the insured.</b></p>
<p>I hereby declare that I suffer from an illness or illnesses, <b>however in the 6 months that preceded the inception date of the insurance there has not been any worsening or deterioration of my general health condition (including hospitalisation and/or diagnostic tests) – hereinafter: existing illness.</b></p>	
<p>C. The particulars in this proposal form and my declaration are accurate and I aware that my proposal form / declaration constitutes the basis for the issue of the policy.</p>	
<p>D. I hereby undertake to pay the insurance premium in full, in accordance with the additional covers, period of insurance and the number of travellers.</p>	

The insured: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**“SHIR TRAVEL” POLICY**

This policy is a contract between Shirbit Insurance Company Ltd. (hereinafter: “**the insurer**”) and the insured whose name is stated in the schedule (hereinafter: “**the insured**”).

**SECTION A – PRINCIPALS OF THE POLICY**

1. In consideration of the payment of the premium as stated in clause 3 hereunder, the insurer will compensate or indemnify the insured for loss or damage to the insured or their property during the period of insurance by the perils covered under this policy. All of the aforementioned is subject to the conditions and directives of the policy and to legal provisions. The schedule attached to this policy constitutes an integral part thereof.
2. The manner of compensation and the amount of compensation will be in accordance with the conditions and directives of the policy.
3. The premium must be paid in advance for the entire period of insurance.
4. The proposal form and declaration attached thereto are the basis and the foundation of this policy and they constitute an integral part thereof. The policy was issued by the insurer based on the proposal form and the declaration.
5. The definitions, the general conditions and the exclusions to the liability of the insurer relate to the entire policy, other than if stated otherwise.

**SECTION B – DEFINITIONS**

**The definitions apply to all sections of the policy other than if stated otherwise in the schedule.**

1. **The insurer:** Shirbit Insurance Company Ltd.
2. **The insured:** Anyone whose name is stated in the proposal form and whose name is stated in the schedule as the insured, on condition that they are not over the age of 85 (inclusive) on the inception date of the insurance.
3. **Overseas:** Any place outside of the boundaries of the State of Israel, including a ship or aircraft on its way to or from Israel.
4. **Period of insurance:** As stated in the schedule.
5. **Hospital:** An overseas institution which is recognised as a hospital and which is operated solely as a hospital.
6. **Event or occurrence:** An accident in which the insured is involved or an illness from which the insured suffers overseas during the period of insurance **other than an accident or illness in respect of which the insured was being treated purely by medication or were under medical supervision, due to a deterioration of their medical condition, which applied at the time of the overseas trip or within the six months which preceded the date on which the insured travelled overseas, and other than when obtaining medical treatment was one of the aims of the trip.**

7. **Accident:** Unforeseen bodily injury which the insured suffers from during the period of insurance due to a violent, external and visible cause which constitutes the sole, direct and immediate cause of the death or disability of the insured.
8. **Permanent disability:** The total anatomic or functional loss of a limb, organ or parts thereof due to the occurrence of an accident **which is determined by a specialist doctor, and subject to the conditions of section K of the policy.**
9. **Dollar:** The US Dollar.
10. **Valuables:** Items of gold and silver, jewellery, furs, wristwatches, spectacles, cameras, video cameras and their accessories, tapes, electrical appliances, optical equipment, electronic equipment of any type, leather goods and perfumes, specially designated sports equipment such as: diving, skiing, water sports equipment and the like **other than cellular telephones.**
11. **Immediate family member:** Wife, husband, common-law spouse, parent, son, daughter, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, nephew / niece, brother-in-law or sister-in-law, grandchild, and sole business partner (solely in a partnership of two individuals who are active partners in this business).
12. **Companion:** An individual accompanying the insured when leaving Israel and who intends to return with them and/or a companion who in accordance with medical instructions travels abroad in order to accompany the insured back to Israel.
13. **Indemnity payments:** The amount of money or benefits that the insured receives due to a claim for loss or damage covered under this policy.
14. **Deterioration of an existing illness:** A sudden and unforeseen deterioration of the health condition of the insured due to an existing illness in respect of which there was no change in the six months that preceded the date of their trip overseas, **where the treatment overseas was deemed crucial as emergency treatment.**
15. **Specialist doctor:** A doctor who has been qualified by the competent authorities in the country in which they work as a specialist in the relevant field of medicine required.
16. **Insurance Contract Act:** The Insurance Contract Act – 1981.
17. **Minimum premium:** Premium for 3 days of insurance cover which the insurer charges the insured in the event that the period of insurance which has been purchased equals or is less than the 3 days as aforementioned.
18. **Maximum period of insurance:** In accordance with the underwriting conditions of the company for the following periods:
 

Up to the age of 60 –	90 days from the day when the insured travels abroad.
Aged 61-65 –	60 days from the day when the insured travels abroad.
Aged 66-85 –	45 days from the day when the insured travels abroad.

## **SECTION C – GENERAL CONDITIONS**

### **1. Notices to the insurer**

#### **A. The occurrence of an insured event**

As soon as the insured becomes aware of the occurrence of an insured event, they must notify the insurer **immediately** by telephone or e-mail.

#### **B. Changes to the health condition**

Any change to the health condition of the insured which constitutes an illness which is not minor or temporary, after arranging the policy, needs to be **reported immediately** to the insurer before travelling abroad.

**2. Extension of the period of insurance**

If the insured wishes to extend the period of insurance beyond the period of insurance covered under the policy before expiry of the period of insurance, they will be entitled **whilst still abroad** to extend the period of insurance with the prior written agreement of the insurer.

**3. Duty of care**

The insured must act carefully and with reasonable caution to protect and secure their belongings during the entire period of insurance.

**The insurer will not be liable for any loss or damage which occurs as a consequence of the conduct of the insured that deviates from reasonable usual conduct, or where their conduct involves a conscious state of recklessness or indifference.**

**4. The duties of the insured – Claims and notices**

- A. The insured must cooperate with the insurer before and after filing the claim and must do everything required to enable the insurer to clarify its liability for payment under the terms and conditions of the policy and its scope.
- B. The insured must notify the insurer, immediately of any insured event / occurrence and must submit to the insurer as soon as possible, all of the documents requested by the insurer for the purpose of settling the claim including signing a waiver of medical confidentiality form.
- C. In the event of a claim for loss or damage under section L (Luggage), the insured must submit a certificate from the local overseas police and the airline company and/or railway company and/or shipping company confirming that notification of the loss or damage has been submitted to them. Submitting these certificates to the insurer is a pre-condition for the insurer to deal with the claim and make payment.
- D. In the event of a claim for the loss of a cellular telephone a certificate must be submitted from the cellular communication company confirming that the calls have been blocked from the time of the loss.

**5. Insurance with other companies**

- A. The insured must submit written notice to the insurer when making the claim, of any other insurance they hold for the risks covered under this policy.
- B. The policy will cover loss or theft or expenses covered under the conditions of this policy, even if at the time of the occurrence of the event relevant to the loss, damage, theft or expense as aforementioned, there was any other insurance policy or policies in force, either arranged by the insured or by anyone else, up to the limit of liability covered under this policy. The insurer will have the right of subrogation against the other insurer and/or insurers for the overlapping amount.

**6. Subrogation**

- A. If the insured is also entitled to compensation or indemnity from a third party due to an insured event other than by virtue of this insurance contract, this right is assigned to the insurer, as soon as it has paid indemnity to the beneficiary, up to the amount paid.
- B. The insurer is not entitled to use the right assigned to it in accordance with this clause in a manner which will prejudice the right of the insured to obtain compensation or indemnity from the third party in excess of the payment received from the insurer.

- C. If the insured received compensation or indemnity from a third party that was due to the insurer in accordance with this clause, they must remit it to the insurer; if the insured made a compromise, waiver or other action that prejudices the right assigned to the insurer, they must compensate the insurer accordingly.
- D. The directives of this clause will not apply to an insured event which was caused unintentionally by someone who a reasonable insured would not claim compensation or indemnity from due to family or employment relations between them.
- E. **The directives of this clause do not apply to Section K (Personal Accident Insurance).**

**7. Application of law and jurisdiction:**

Any legal process in accordance with or arising from this policy shall be adjudicated on in accordance with the laws of the State of Israel and the exclusive seat of jurisdiction in any process as aforementioned will be in competent courts in the State of Israel only.

**8. Cancellation of the policy:**

**A. Cancellation of the policy by the insured**

If the policy is cancelled by the insured at least 60 days before the overseas travel date, a *pro-rata* premium will be charged for the period from the date of arranging the policy until the inception date of the period of insurance.

If the policy is cancelled less than 60 days before the overseas travel date, the insured will pay a premium for 3 days and an administration fee of US\$ 7.

**B. Cancellation of the policy by the insurer**

The insurer is entitled to cancel the policy before to the date when the insured travels overseas. In such case the insurer will notify the insured accordingly and will refund the premium in full to the insured in accordance with the provisions of the Insurance Contract Act.

- C. If the overseas stay is shortened by more than 7 days, the insured will be entitled to a *pro-rata* refund of the unexpired part of the premium calculated daily provided that no claims have been made under this policy and on condition that the request for the refund as aforementioned is submitted to the insurer within 30 days from the date when the insured returns to Israel.

**9. Deductible:**

A deductible of US\$ 50 will be deducted from the indemnity payments for each loss separately, other than a deductible of US\$ 200 per insured event for laptop computers provided that this extension has been purchased.

**10. Automatic extension of the period of insurance:**

In the event that the insured's return to Israel is delayed due to a delay in the transportation means in which they were due to return, the period of insurance will be automatically extended for a further 24 hours.

**SECTION D – GENERAL EXCLUSIONS FOR ALL SECTIONS OF THE POLICY**

**Without derogating from the specific exclusions for each section of the policy, in addition to them, the insurer will not pay claims which arise from or are connected to:**

- 1. Ionising radiation, radioactive pollution, nuclear processes or any loss or damage due to nuclear materials or radioactive waste or injury by chemical and biological materials.**
- 2. Confiscation, nationalisation, expropriation or destruction of property by a government, army, local authority or any party acting in accordance with the law.**
- 3. The active participation of the insured in belligerent, military, police or underground acts, revolution, mutiny, riots, civil commotion, sabotage, strikes or illegal actions.**

4. Obtaining overseas medical treatment where obtaining the treatment was one of the aims of the trip.
5. Surgery or treatment which can reasonably be deferred until returning to Israel.
6. Riding in a motor vehicle and/or riding a motorbike without a suitable driving license for the type of engine in accordance with the law; riding a mountain motorbike or snowmobile without a suitable driving license for the engine type in accordance with the law; driving an all-terrain vehicle without a suitable driving license for the type (engine capacity) of all-terrain vehicle in accordance with the law (other than if stated expressly in the schedule and the appropriate premium has been paid for the insurance cover).
7. Periodic check-up tests, tests and treatments connected to a therapeutic program (KUR).
8. Pregnancy or childbirth after week 26 of pregnancy, pregnancy bed-resting after week 26 of pregnancy, abortion or miscarriage.
9. Plastic surgery.
10. Any type of false teeth.
11. Participation of the insured in challenging sports activities, involving or demanding, amongst other things, high levels of difficulty and/or physical exertion or self-risk as detailed in the company's internet site <https://www.shirbit.co.il> including:  
 Motor rallies or contests, mountain climbing (reasonably requiring the use of ropes or an instructor), rappelling, tracking with or without a bicycle, hot-air balloon flying, omega, bungee jumping, rafting from class III upwards, parachuting, tow parasailing by a boat or vehicle, horse riding, elephant riding, water skiing, kayaking, jet skiing, inflatable boat sailing, sailing boat activities, electric or motor propelled boat sailing, rafting, surfing, diving requiring the use of breathing apparatus, flying (other than flying as a fee-paying passenger in an aircraft authorised for the carriage of passengers as part of a scheduled flight for transporting passengers by a duly qualified crew), other than if stated otherwise expressly in the schedule and provided that a suitable additional premium has been paid for specific sports activities.
12. Sailing, other than sailing as a fee-paying passenger in an ship authorised for the carriage of passengers as part of a scheduled cruise for transporting passengers by a duly qualified crew, and excluding sailing undertaken by the insured who holds a valid license for the operation of such sailing vessel in Israel (other than if stated otherwise expressly in the schedule and provided that a suitable additional premium has been paid for specific sailing activities).
13. Riding in a jeep including an all-terrain vehicle of any type, on an undefined or unpaved or unmarked road other than if stated otherwise in the schedule and provided that an appropriate additional premium has been paid for specific cover.
14. Sailing in rubber boats (other than if stated otherwise in the schedule and provided that an appropriate additional premium has been paid for specific cover).
15. Malicious self-injury or illness, alcohol addiction, use of drugs (other than drugs which are taken in accordance with a doctor's prescription for the purpose of medical treatment, other than treatment for drug rehabilitation), and self-exposure to unnecessary danger (other than during an attempt to save life), psychiatric treatment, anxiety, mental illnesses, insanity, suicide or attempt thereof, preventative medical treatment for AIDS, malignant diseases, other than a malignant disease which has been in regression for the last five years and is not being treated at present, in which case the policy will provide cover however it is emphasised that the cover for a sudden deterioration of a malignant disease is limited to US\$ 50,000.
16. Engaging in any type of winter sports: skiing, tobogganing, ice sliding, snow sliding, ice skating, snowboarding (other than if stated otherwise expressly in the schedule and provided that a suitable additional premium has been paid for this cover).

17. **Group sports activities in a professional and/or competitive and/or training context and/or amateur sports activities performed in the framework of a sports association in accordance with the Sports Act – 1988 (other than if stated otherwise expressly in the schedule and provided that a suitable additional premium has been paid for specific sports activities).**
18. **A policy for a trip which did not commence in Israel or which was issued after the commencement of the trip or which was issued for only part of the period of the trip; such a policy will effectively be void unless if authorised in advance and in writing by the insurer.**
19. **Consequential loss, including and without derogating from the generality of the aforementioned, expenses arising from the loss or waste of time due to any cause, cancellation of transactions including delay, hold-up, bankruptcy, loss of work days and wages, sickness days, loss of enjoyment, loss of tour package after the insured has left Israel, anguish, pain and suffering, nursing care and the like.**
20. **The insurer will not be liable for the actual performance of the medical services, the provision of the services, their quality, their extent or results of their performance, similarly the insurer will not be liable in any case in which the insured fails to request and/or obtain medical assistance.**
21. **Expenses for taxi journeys (other than travelling to a hospital to obtain immediately and urgent treatment), visas, commissions, levies, taxes, telephone calls, faxes, legal costs and fees, interest, banking costs, fines and the like.**
22. **The insurer will not be liable for any changes to the printed terms and conditions of this policy other than if the change has been signed and stamped by the company.**

#### **SECTION E – OVERSEAS HOSPITALISATION EXPENSES**

1. **The insured event** – The insurer will pay the hospital or will indemnify the insured for overseas hospitalisation expenses. **Indemnity payments in accordance with this section will not exceed the amount stated in the schedule.**
2. **The cover**
  - A. Expenses for hospitalisation and medical services provided in a hospital during hospitalisation including payments to doctors, x-rays during hospitalisation.
  - B. Ambulatory costs during hospitalisation.
  - C. Expenses for surgery and intensive care.
3. **Extensions**  
**The cover in accordance with this section is extended to include:**
  - A. Travel expenses and associated expenses for hospitalisation including additional travel expenses of a companion which is deemed necessary in accordance with the recommendation of a doctor to stay with the insurer. Indemnity payments in respect of this extension will be as stated in the schedule.
  - B. In the event of the death of the insured, the insurer will pay the expenses for repatriating the corpse to Israel to the legal heirs of the insured or to the executor of the estate of the insured. Indemnity payments for this extension will be as stated in the schedule.
  - C. Expenses for an additional stay of the insured in an overseas hotel, beyond the period of insurance, provided that a written medical report has been submitted by a specialist doctor or a recognised medical institution **that were it not for the additional stay, the life of the insured might be endangered.** Indemnity payments in respect of this extension will be as stated in the schedule and will apply **solely** if the insured is taken ill or is injured in an “event”.
  - D. **Air ambulance expenses in accordance with the instructions of a doctor and solely with the authorisation of the insurance company. The insurer will be entitled to demand that the insured is examined by a doctor it appoints.**



**E. Land evacuation and/or transfer**

If the medical conditions of the insured enables evacuation and/or transfer by land transport which suits the medical condition of the insured according to an assessment by a specialist doctor, the insured will be entitled to a refund of the evacuation and/or transfer expenses in accordance with the table of limits of liability in the schedule.

**F. Sea or air evacuation and/or transfer**

If the medical conditions of the insured does not enable evacuation and/or transfer by land transport as aforementioned, according to an assessment by a specialist doctor, the insured will be entitled to a refund of the evacuation and/or transfer expenses by sea and/or air (including air ambulance), and this in accordance with the table of limits of liability in the schedule provided that the insured applies to the insurer with a request for prior approval from the insurer to undergo the evacuation and/or transfer as aforementioned (hereinafter: "the application for approval") and this before the actual evacuation takes place.

If the insured does not make an application for approval, the insurer will be entitled to reduce the indemnity payments which the insured is entitled to the amount that the insurer would have paid if the insured would have made an application for approval.

This directive will not apply in any of the following cases:

- (1) If the insured does not make an application for approval or if the application is made late, for justified reasons.
- (2) If the failure to make an application for approval or delay in making the application for approval did not prevent the insurer from clarifying its liability and did not hinder the clarification.

**It is clarified and emphasised that the liability of the insurer in accordance with this clause is to pay monetary indemnity only for the insured's expenses due to evacuation / transfer, and the insurer is not liable or responsible for arranging and/or undertaking the evacuation, the quality and/or adequacy of the transfer as aforementioned in any form or manner.**

**The insurer will be entitled to require the insured to return to Israel for ongoing medical treatment if their return to Israel is viable from a medical perspective, at any time during the period of treatment. In such a case the insurer will pay all of the expenses for the transfer of the insured as aforementioned as well as for a single travelling companion, provided that there is a medical need for a companion.**

**4. Exclusions to the liability of the insurer in accordance with Section E (Hospitalisation Expenses)**

**The insurer will not make any payment in accordance with this section for additional expenses which are incurred due to the insured being hospitalised in a hospital, clinic or medical supervision institution in a private room or in a room which has been modified to accommodate the insured alone, other than if the attending doctor of the insured is of the opinion that this is crucial for the insured from a medical perspective.**

**SECTION F – OVERSEAS OUT-PATIENTS MEDICAL EXPENSES**

**1. The insured event**

The insurer will indemnify the insured for medical expenses incurred overseas other than during hospitalisation, which are incurred due to an overseas event, as follows:

- A. Payment other than during hospitalisation to a hospital including payment to doctors and for x-rays.
- B. Ambulatory expenses in a hospitalisation other than during hospitalisation.

- C. Expenses for surgery and intensive care other than during hospitalisation.
- D. Expenses for medication for treatment in an insured event.

**2. Prescription drugs**

The insurer will indemnify the insured on the occurrence of an insured event which occurs overseas for expenses for the purchase of medication which is purchased on the directives of a doctor, **up to the amount stated in the schedule.**

**3. Expenses for emergency dental treatment**

The insurer will indemnify the insured for an insured event which occurs overseas for expenses to cover emergency dental treatment by a dentist (a single appointment only) on condition that the treatment is provided as emergency treatment only for pain relief. The total payments in respect of this extension will be as stated in the schedule.

**4. Exclusions to the liability of the insurer under Section F (Overseas medical expenses)**

**The insurer will not pay any claim under this section in the following cases:**

- A. If the insured is over the age of 75.**
- B. Dental and gum treatment other than as stated in clause 3 of this section.**

**SECTION G – GENERAL DIRECTIVES FOR SECTION E (HOSPITALISATION EXPENSES) AND SECTION F (OVERSEAS MEDICAL EXPENSES)**

- 1. This policy is extended to cover the deterioration of an existing illness according to which the insured will be entitled to cover in accordance with Section F (Hospitalisation Expenses) and Section G (Overseas Medical Expenses) up to the amount stated in the schedule.

**2. And subject to the following exclusions:**

**For the sake of avoidance of doubt in any case of the extension of cover in the case of the deterioration of any existing illness, the extension will not include:**

- 2.1. Malignant illnesses (subject to clause 12 in Section D above).**
- 2.2. Heart surgery, heart catheterisation, angiography, the permanent transplant of a pace-maker other than if carried out immediately after an acute event that occurs overseas.**
- 2.3. Organ transplants.**
- 2.4. Preventative treatment for the AIDS diseases.**
- 2.5. Dialysis, MS or CF.**
- 2.6. Pregnancy where its treatment was foreseeable, pregnancy where the attending doctor or other specialist doctor has recommended that the insured does not travel overseas, pregnancy in respect of which hospitalisation or surgery has been arranged in advance, prior to the date of arranging the insurance policy, pregnancy and/or bed resting after week 26 of the pregnancy.**
- 2.7. Childbirth after week 26 of the pregnancy including premature childbirth after week 26 of the pregnancy, and any matter connected to the foetus, embryo or premature baby.**
- 2.8. Physiotherapy, mechanotherapy, hydrotherapy, naturopathy, homeopathy, healing programs, acupuncture, treatment by chiropractors, periodic check-ups, gum surgery and/or treatment, dental treatment (other than emergency dental treatment).**

## **SECTION H – REFUND OF TRAVEL EXPENSES**

1. **The cover** – The insurer will indemnify the insured for the following expenses due to the crucial and unavoidable curtailment of the planned trip in the following cases:
  - A. An accident in which the insured was involved in overseas or a serious illness that the insured suffered from for the first time overseas and/or a deterioration of an existing illness, as a consequence of which (accident or illness/es) and with the authorisation of a doctor, the insured is compelled to alter the date of their return to Israel, and will hence be unable to use their flight ticket.
  - B. Sudden death of a family member accompanying the insured in the trip who holds cover for the trip with Shirbit.
  - C. Non-utilisation of the flight ticket due to the fact that the insured is accompanying another insured in the return trip to Israel who was injured in an accident overseas or who suffered from an illness which occurred for the first time overseas during the period of insurance and provided that a doctor confirms that it is necessary to accompany the aforementioned insured to Israel, or to remain with them overseas.
  - D. Emergency flight of the insured to Israel:**

In this regard “**emergency flight**” means: A flight of the insured which is made as a consequence of one of the following events:

    1. The flight is to enable the insured to be with a close relative, who in accordance with the determination of the attending doctor, is in danger of dying, in accordance with medical norms and hospitals in Israel, and provided that immediate notification of the same has been submitted to the close relative as stated in the beginning of this clause.
    2. The flight is to enable the insured to take part in the funeral of a close relative.
2. **The compensation payable to the insured in accordance with this section will not exceed the cost of purchasing a new flight ticket, being identical to the original flight ticket that the insured purchased when they travelled overseas, less the amount that the insured is credited with for not using the original flight ticket, and on condition that the maximum indemnity amount will be as stated in the schedule.**
3. **Expenses for returning to Israel will be limited to the cost of an economy class flight ticket.**
4. **In the event of the curtailment of the trip / holiday, no expenses will be refunded for payments incurred by the insured for a trip / holiday that has not been taken up.**

## **SECTION I – LOSS OF DEPOSIT OR CANCELLATION OF TRIP PRIOR TO ITS COMMENCEMENT**

1. **Insured event** – The insurer will indemnify the insured for the loss of non-refundable deposits or advance payments or those which are payable for the insured in the event of the crucial and unavoidable cancellation of the trip due to:
  - A. Hospitalisation or death of the insured or an immediate family member who lives permanently in Israel.
  - B. A serious accident and/or illness in which the insured is involved that confines them to bed at the time of the trip.
  - C. An epidemic and/or security situation that prevents the insured from travelling overseas or returning due to the closure of the airport/s / seaport/s in Israel and/or in the destination country for which the flight / ship ticket was purchased.

- D. Cancellation of trip if the insured is drafted into reserve army duty in accordance with a special order (Order 8) by the IDF, **the maximum indemnity will be as stated in the schedule and will apply to the insured that has been drafted only.**
2. Indemnity payments in accordance with this section will be as stated in the schedule.

## **SECTION J - EXCLUSIONS TO THE LIABILITY OF THE INSURER UNDER SECTIONS H AND I**

The insurer will not pay any claim under sections H and I arising directly or indirectly from the following cases:

1. **If at the time of executing the contract the insured and/or immediate family member was hospitalised in any type of hospital or nursing home or geriatric ward of any type, was on a waiting list for an operation or hospitalisation or was under medical supervision or was undergoing medical tests, related to the insured event.**
2. **The condition in respect of which the compensation is requested was foreseeable at the time of executing the contract.**
3. **Cancellation of the trip arose from the deterioration of a pre-existing medical condition or due to an existing illness of the insured and/or an immediate family member who lives permanently in Israel at the time of executing the contract, or during the six months that preceded this date.**
4. **A claim arising directly or indirectly from failure to provide notification to the travel agent, insurance agent, or tour operator of the transportation service provider, or to the accommodation service provider, as soon as it transpires that the trip needs to be cancelled.**
5. **A claim for a proportional refund for an original flight ticket that was utilised by the insured in the event of a delayed return, curtailment or termination of the trip.**
6. **Travel and accommodation expenses incurred by the insured which would have been incurred were it not for the occurrence of the medical emergency or the return to Israel.**

## **SECTION K – PERSONAL ACCIDENT**

### **1. The cover**

In the event of an accident which constitutes the direct, sole and immediate cause of the death or permanent disability of the insured, without connection to any other type of cause, the insurer will pay the following:

#### **A. The death of the insured**

The payment will be to the legal heirs of the insured or to the executors of their estate or managers of their inheritance – the amount stated in the schedule.

#### **B Permanent disability of the insured**

1. Compensation as a percentage of the sum insured for death stated in the following table:

**For example: If the insured suffers the loss of an arm and the accidental death sum insured is US\$ 20,000, the insured will receive US\$ 15,000 in such a case being US\$ 20,000 x 75% = US\$ 15,000.**

One eye	40%
Both eyes	100%
One ear	20%
Both ears	50%
Leg (under the knee.	60%
Leg (above the knee.	70%
Arm	75%
Forearm	65%

Hand	60%
Thumb	25%
Finger	20%
Index finger	15%
Middle finger	10%
Little finger	15%
Foot	50%
Toe	5%

**2. In the event of permanent disability which is not stated in the above table**

The level of compensation will be paid whose rate will be determined relative to the level of injury which is determined in accordance with the relevant tests in the Amendment to Regulation 11 of the National Insurance Institute Regulations for Determining the Level of Disability for Work Accidents – 1956 and compared to a similar disability vis-à-vis its scope which is stated above without taking the insured’s profession into account, **on condition that the compensation payable in accordance with this clause will not in any case exceed 80% of the sum insured as detailed in the table of limits of liability in the schedule.**

**3. In the event of permanent disability to a finger joint**

Compensation at a rate of one third will be paid in respect of permanent disability to the same finger.

**4. If the insured suffered from an existing disability prior to the accident which affected any organ or limb (hereinafter: “the existing disability”), the level of the existing disability will be deducted from the disability rate which is determined for the same limb due to the accident in accordance with the disability percentages in the above table.**

**In the event that disability has not been determined for the existing disability, its rate will be determined in accordance with the “Compilation of Tests for General Disability and Work Accidents” of the National Insurance Institute.**

2. It is hereby noted and agreed that if the insured disappears and is not heard from in any manner for a period exceeding 180 days due to the loss or disappearance of the plane and its passengers or the sinking or total wreckage of the vessel or any transportation vessel in which the insured travelled, this matter will be considered as death due to an accident. The compensation in accordance with this clause will be paid **solely** after the beneficiary or beneficiaries to whom the indemnity payments are to be made sign an undertaking to refund any indemnity amount paid, plus indexation increments and annualised interest in the event that it transpires that the insured is still alive or if the conditions for the payment of indemnity have not been fulfilled.

3. **The compensation in accordance with this clause will in no case exceed the sum insured stated in the schedule.**

**4. Exclusions to the liability of the insurer**

**The cover under this section does not apply to anyone over the age of 75.**

**SECTION L – LUGGAGE**

1. **Insured event** – The insurer will indemnify the insured for the loss or theft of the personal luggage of the insured accompanying the insured (hereinafter: “**the luggage**”) which occurs during the period of insurance.

2. **The period of insurance**

For the purpose of this section, the period of insurance will commence when the insured leaves their home on their outwards journey to the overseas trip or if they handed-over their luggage to the carrier before they left home – from the moment of the hand-over, and will expire as soon as they return home directly from the overseas trip, all during the period of insurance as stated in the schedule.

**3. Indemnity payments**

**The total indemnity payments in accordance with this section will not exceed the amount stated in the schedule, for each of the following clauses:**

- A. The total indemnity payments in respect of valuables **will not exceed the amount stated in the schedule.**
- B. In any case the indemnity payments per item or set of items or pair of items **will not exceed the amounts stated in the schedule.**
- C. Restoration of documents such as passports, flight tickets and the like **will not exceed the amounts stated in the schedule.**
- D. **In the event that the luggage was under the responsibility of the airline company or shipping company, the amount paid to the insured by the carrier or the amount that they would have been entitled to receive from the carrier will be deducted from the compensation, and in such a case, the insured is required to provide the insurer with a mismatch report for the luggage and must claim against the carrier. After exhausting all of the proceedings against the carrier, the insured must provide all of the documents, including details of the compensation received from the carrier.**

**4. Exclusions to the liability of the insurer under Section L (Luggage Insurance)**

**The insurer will not make payment for loss or theft to luggage arising from or related to:**

- A. **Theft from motor vehicles (other than public transportation vehicles) exceeding the amount stated in the schedule and on the express condition that at the time of the theft the doors, windows and all other entrances to the vehicle were properly closed and locked and provided that the keys or the windows or the closing mechanism had been broken by force and violence and signs attesting to the same remain.**
- B. **Theft of valuables from motor vehicles.**
- C. **Loss and/or theft of cash, cheques, any types of documents, travellers' cheques, postage stamps, camera films, contact lenses, hearing aids, false teeth, spectacles, fragile articles, bottles of food and drink, televisions, media players of any type, computers including tables and laptops.**
- D. **Loss and/or theft of commercial articles.**
- E. **Regular wear and tear, erosion, gradual deterioration, electrical or mechanical breakage or breakdown.**
- F. **Damage caused to third parties.**

**5. Deduction for wear and tear**

It is hereby noted and agreed that the basis of compensation in the event of loss or damage will be as follows:

- A. In the event that the damaged property was new [up to 12 months from the time of purchase] and the insured is in possession of purchase receipts to prove this, the damage will be assessed by the insurer (without deduction for wear and tear), however V.A.T. will be deducted from the compensation amount at the rate applicable in the country in which the product was purchased.
- B. In the event that the insured is not in possession of purchase receipts, the damaged property will be assessed by the insurer, **however in any case the maximum amount payable in respect of loss or damage to luggage will not exceed the new replacement value of the item less wear and tear. In**

this regard, the calculation for wear and tear will be made as follows: For the first year **35%** of the value of the item will be deducted and a further 5% will be deducted for each further year.

6. The insurer will pay the claim under this section within 30 days of the date on which the insurer has been provided with all of the documents and the information required to clarify its liability under this section, prove the loss however undisputed indemnity payments in good faith will be paid within 30 days from the date on which the insurer has received the claim in accordance with clause 4 under Section C above and can be claimed separately from the other indemnity payments.

7. **Delayed arrival of luggage**

If the insured is left temporarily without their luggage for at least 24 hours from the time they reach their overseas destination, the insurer will indemnify the insured **for up to US\$ 150** to purchase essential items such as clothing etc., on presentation of receipts.

**SECTION M – THIRD PARTY LIABILITY INSURANCE**

1. The insurer will indemnify the insured for bodily injury or property damage to third parties which occurs overseas, in respect of which the insured is liable, and this up to the sums stated in the schedule of limits of liability. **A precondition to the liability of the insurer under this section is that the liability of the insured to the third party complies with this definition of liability in Israel in accordance with the Torts Ordinance** for:

- A. Death or bodily injury as a result of an accident affecting any individual other than a close relative of the insured or to an individual who no was employed in the service of the insured or associated with them at the time of the accident.
- B. Damage as a consequence of an accident affecting property which does not belong to the insured or a close relative of the insured or anyone employed in the service of the insured or associated with them at the time of the accident and similarly on condition that the property is not in their care or custody and provided that the liability arises from an accident which occurs overseas during the period of insurance.

2. Additional exclusions to Section M:

**The insurer will not pay any claim arising from or connected to any of the following cases:**

- A. **The possession or ownership of buildings, premises or land.**
- B. **The possession or ownership or use of weapons of any type, aircraft or watercraft.**
- C. **Trade, manufacturing, distribution and repair of products of any type as well as engaging in commerce, profession or any other business.**
- D. **Participation of the insured in organised sports activities or participation of the insured in any type of sports event, other than if such participation was as a spectator.**
- E. **A contract that imposes liability on the insured that would not have applied in the absence of this contract.**

## **DIRECTIVES - HOW TO ACT IN THE EVENT OF A CLAIM UNDER THIS POLICY**

1. If an event or damage occurs which is liable to lead to a claim being made with the insurer – the insured must notify the insurer **immediately** of the damage and obtain certification of the same immediately after becoming aware of the event or the damage.

### **2. Medical / hospitalisation expenses**

In order to obtain medical advice and assistance, and in the event of hospitalisation, you must **immediately** notify the insurer's assistance centre by telephone at the number stated in your insurance policy:

- When contacting the assistance centre please quote your policy number.
- When you leave the hospital please ensure that you obtain a discharge report and invoice.
- After obtaining any ambulatory treatment from a doctor please ensure that you obtain a clear medical diagnosis report, the results of any laboratory tests and copies of original invoices etc.
- **A pre-condition for the payment of compensation for medical and/or hospitalisation expenses is the provision of a discharge report from the medical institution to which details of the attending doctor and the signature of the insured are attached.**

3. **Luggage** – If your luggage or personal effects are lost or damaged, please ensure that you **immediately** notify the various carriers in writing (airline company, bus company, railway company and the like. and obtain a certificate confirming that the event has been reported to the various carriers **within not more than 3 days of the date of the loss. No claims will be paid other than in excess of the amount obtained from the carrier in accordance with international regulations.**

In the event of any other loss or damage, you must notify the local police within 3 days of discovering the loss or damage and submit a complaint certificate immediately to the insurer.

4. **Accident** - In the event of an accident which results in disability or death – you must provide immediate written notification of the details of the accident. Please attach a medical certificate attesting to the nature of the injury.
5. **Refund of flight ticket** - In the event that the flight ticket needs to be returned – please send the insurer a detailed medical report containing the circumstances according to which you are unable to fly on the pre-arranged date. Please attach the original flight ticket as well as the replacement ticket that you purchased.
6. **Claims** - Claims must be made on a claims form (which can be obtained from the offices of the insurer and/or from the internet site) and must contain all of the information required.

In the event of a claim please attach the policy and all of the original certificates and receipts. The insured is exempt from this duty if they are required to submit the original documents to any other party or if for any reason the insured is unable to provide them, although the insured will be required to send the insurer a copy of the original documents together with an explanation of where the original documents were sent and confirmation from the same part of the amount they have paid to the insured for these documents or attaching an explanation of where the original documents were sent and an explanation of why the insured is unable to provide them.

**Bon voyage!**



Subject	Clause		Conditions
<b>General</b>	1.	Name of the policy	Overseas Travel Insurance - Plan "C" for insureds up to the age of 85 who suffer from chronic illnesses, who take medication on a regular basis / undergo regular medical treatment, provided their condition has not deteriorated in the six months before arranging the insurance.
	2.	The policy covers	Section A – Principles of the Policy Section B – Definitions Section C – General Conditions Section D – General Exclusions for all Sections of the Policy Section E – Overseas Hospitalisation Expenses Section F – Out patients overseas Medical Expenses Section G – General Directives for Section E (Hospitalisation Expenses) and Section F (Overseas Medical Expenses) Section H – Refund of Travel Expenses Section I – Loss of Deposit or Cancellation of Trip Prior to its Commencement Section J – Exclusions to the Liability of the Insurer under Sections H and I Section K – Personal Accident Section L – Luggage Section M – Third Party Liability Insurance
	3.	Duration of the period of insurance	Up to the age of 60: 90 days. From the age 61-61: 60 days. From the age 66-86: 45 days.
	4.	Automatic renewal conditions	None
	5.	Qualifying period	None
	6.	Deferred period	None
	7.	Deductible	As stated in the schedule US\$ 50 per occurrence
<b>Amending conditions</b>	8.	Amending the policy conditions during the period of insurance	Possible after purchase provided that the amendment is made before travelling abroad.
<b>Premiums</b>	9.	Premium amount	As stated in the policy schedule.

Subject	Clause		Conditions
	10.	Structure of the premium	Fixed.
	11.	Changes to the premium during the period of insurance	Not possible
<b>Cancellation conditions</b>	12.	Conditions of cancellation of the policy by the insured	<p>A. If the policy has been purchased more than 60 days before the overseas trip, the policy can be cancelled by the insured with the approval of the insurer subject to payment of a minimum premium of 10% of the full premium or US\$ 10, the higher of the two, plus US\$ 7 handling fees.</p> <p>B. If the policy has been purchased less than 60 days before the overseas trip, it can be cancelled, subject to payment of a premium for 3 days plus handling fees of US\$ 7.</p> <p>C. After the insured has started their trip abroad the insured will be entitled to a pro-rata refund of the premium that has not been used in the event of the curtailment of the overseas trip, for a period exceeding 7 days.</p>
	13.	Conditions of cancellation of the policy by the company	The insurer is entitled to cancel the policy before the insured travels abroad. In such a case the insurer will notify the insured of this and will refund the premium in full in accordance with the provisions of the Insurance Contract Act.
<b>Exclusions</b>	14.	Pre-existing medical condition exclusion	If the exclusion applies, details appear in the policy schedule as well as stated in the general conditions as well as in accordance with the pre-existing medical condition regulations.
	15.	Exclusions to the liability of the company	<p>As stated in sections D and J as well as in the following sections:</p> <p>Section E: clause 4, Section F: clause 4, Section G: clause 2, Section H: clause 4, Section K: clause 4, Section L: clause 4, Section M: clause 2.</p>

**SECTION B: TABLE 2**

**Summary of the policy covers and their characteristics subject to the appendices which have been purchased by the insured, stated in the policy conditions / policy schedule**

Details of the covers under the policy	Description of the cover	Indemnity or compensation	Need for prior confirmation of the company and the approving entity	Interface with the basic basket and/or supplementary health services: insurance layer	Offsetting indemnity payments from other insurance covers
<b>Surgery</b>					
The covered surgery	All surgery at the time of a medical event as stated in the policy	Indemnity	None	No	No
<b>Examinations</b>					
All examinations and x-rays during hospitalisation and on an out-patients basis	Examinations, x-rays during hospitalisation and on an out-patients basis other than periodic <b>check-up tests, tests and treatments connected to a therapeutic program (KUR), Pregnancy or childbirth, pregnancy, abortion or miscarriage, plastic surgery, dentures.</b>	Indemnity	None, although the approval of qualified doctor is required	No	Yes
<b>Other sections</b>					
Medication	Medication arising from a medical event overseas up to US\$ 400 per insured	Indemnity	None, although the approval of qualified doctor is required	No	No
Ambulatory services	Examinations, x-rays during hospitalisation and on an out-patients basis other than periodic <b>check-up tests, tests and treatments connected to a therapeutic program (KUR), Pregnancy or childbirth, pregnancy, abortion or miscarriage, plastic surgery, dentures.</b>	Indemnity	None, although the approval of qualified doctor is required	No	No