Platinum Care Medical Care Insurance for Students – Tel Aviv University

It is hereby declared and agreed that in exchange for insurance premiums, as detailed in the insurance details page, and subject to the terms, provisions, limitations and exclusions detailed hereinafter and in accordance with the Insured's statements regarding him and/or his children, the Company shall indemnify the Insured and/or pay the service provider(s) directly and/or compensate the Insured – all as per the Company's commitments as per this Policy and each of the insurance appendices thereto, for the total number of insurance events, but not to exceed the maximal insurance sum listed in the limits of liability table and/or in any appendix and/or any chapter of this Policy in which such a rate is set.

Chapter 1: General Definitions

1. The following terms shall be defined as below wherever they appear in the Policy and in the appendices thereto:

1.1 The Company

Harel Insurance Company, Ltd.

1.2 The Policy Holder

Tel Aviv University

1.3 The Policy

This insurance contract, including general terms relating to all Policy appendices, including the insurance proposal, the insurance details page and every appendix and addition attached thereto.

1.4 The Insured

The applicant, who is not a resident or citizen of the State of Israel and who is:

- **1.4.1** A student in the "New York" program who is coming to study for four years at the Faculty of Medicine or a dental student (hereinafter: "**Group A**").
- **1.4.2** A student who is coming from abroad to study within the framework of other programs, whether long-term or short-term (hereinafter: "**Group B**").
- **1.4.3** The spouse and/or children of the Insured as per above paragraphs 1.4.1 and 1.4.2 (hereinafter: "**The Family**").

1.5 The Insurance Proposal

The proposal form which constitutes a request to join the Insurance as per this Policy, when filled out in its entirety and signed by the Insured. The proposal shall also include a health declaration filled in and signed by the Insured.

1.6 Insurance Details Page

A page attached to the Policy which constitutes an inherent part thereof, which includes the Policy number, personal details of the Policy Holder and of the Insured(s), the effective date of the Policy, insurance sums, premium sums, etc.

1.7 Insurance Period

The insurance period as noted in the insurance proposal and which shall be identical to and concurrent with the Insured(s) intended period of stay in Israel, not to exceed 4 years per Insured per insurance period.

1.8 Insurance Year

A period of every consecutive 12 months, the first of which commences on the effective date of the insurance as listed in the insurance details page.

1.9 Insurance Premiums

The sum that the Insured and/or the Policy Holder must pay the Company on the basis of this Policy, as per the terms of the Agreement and/or of the Policy and the appendices thereof, as detailed in the insurance details page.

1.10 Insurance Sum

The maximal sum of insurance compensation as detailed in the terms of the Policy, in any appendix attached to the Policy and/or in the limits of liability table.

1.11 Israel

The territory of Israel, with the exception of all means of transportation en route to or from Israel, including the territories under IDF control but excluding the territories controlled by the Palestinian Authority.

1.12 Overseas/Abroad

Any place outside of Israel, including any means of transportation en route to or from Israel.

1.13 Country of Origin

Any country outside of Israel, which is the country of origin of the insured.

1.14 Insurance Event

A case in which the Insured requires a medical service in Israel that is included within the framework of this Policy, when the need for such medical service first arose during the insurance period and said service is rendered within the insurance period, all subject to the provisions of the Policy.

1.15 Medical Emergency

Circumstances in which a person's life is in immediate danger or in which there is immediate danger that may cause that person severe irrevocable disability, if he/she does not receive urgent medical treatment.

1.16 Accident

Unanticipated physical injury caused during the insurance period by discernable external violent means which are the sole, direct and immediate cause of the Insured's injury or death or loss of limb, with the exception of harm caused as the result of verbal abuse and with the exception of damage cause as the result of hostile action as defined in the Victims of Hostile Action Law of 1970.

1.17 Permanent Disability / Loss of Limbs

The complete anatomical or functional loss of an organ or a limb or a part thereof, due to an accident that occurred and which was caused within 6 months of the occurrence thereof.

1.18 Death of the Insured

Death of the Insured due to the accident, which was caused within 6 months of the occurrence thereof.

1.19 Pre-existing Condition

A series of medical circumstances diagnosed in the Insured prior to his/her joining the insurance, including due to illness or accident. "Diagnosed in the Insured" meaning documented medical diagnosis or in the process of documented medical diagnosis within the six months prior to the date on which the Insured joined the Insurance.

1.20 Exclusion due to Pre-existing Medical Condition

A general exclusion in the insurance contract, which exempts the Insurer from its liability, or reduces the Insurer's liability or the scope of cover due to an insurance event for which the usual progression of a pre-existing medical condition was a substantive cause, and which occurred to the Insured during the period in which the exclusion was applicable.

1.21 Physician

A physician who is licensed and approved by the authorities in Israel to practice medicine.

1.22 Nurse

A nurse in Israel who is certified by the Ministry of Health.

1.23 Prescription Medications

Medication which may be purchased only with a prescription issued by a licensed physician.

1.24 Contracted Service Provider

A hospital or any doctor or specialist, laboratories, institutes, pharmacies or any other entity in Israel with whom the Company has an agreement or shall have an agreement, so long as it was party to an agreement with the Company at the time the insurance event occurred.

1.25 Non-Contracted Service Provider

A medical service provider or medical institution that does not belong to an agreement with the Insurer.

1.26 General / Public Hospital

A medical institution in Israel recognized by the certified authorities in Israel as a general hospital only, apart from an institution which is also a sanatorium, a convalescent home and/or a rehabilitation facility and private medical services (SHARAP) provided in general hospitals that are approved by the Ministry of Health to provide such private medical services, such as Hadassah Hospital Ein Kerem and Sha'arei Tsedek Hospital in Jerusalem.

1.27 Private Hospital

A hospital in Israel that is not a general hospital that is approved by the Ministry of Health to perform surgery on a private basis.

1.28 Surgery

Any invasive procedure that penetrates through tissue, the purpose of which is the treatment of a disease and/or injury and/or correction of a defect or deformation experienced by the Insured.

Within this framework, invasive procedures including procedures performed by laser, for diagnostic or treatment purposes, as well as endoscopic imaging of internal organs, catheterization, angiography, the shattering of kidney or gall stones via sound waves shall all be considered surgery.

1.29 Prosthesis

A device or artificial organ, artificial or natural joint, which is implanted in the Insured's body by means of a surgical procedure.

1.30 Contracted Surgeon

A physician who is licensed and approved by the authorities in Israel as a surgical specialist and who has an agreement with the Company to perform surgery or provide pre-surgical consultation at the time the insurance event occurred.

1.31 Other Surgeon

A physician who is licensed and approved by the authorities in Israel as a surgical specialist and who is not a contracted surgeon, referral to whom is solely for the purposes of surgery.

1.32 Elective Treatment

Medical treatment that is not immediately required for medical reasons, including hospitalization which was not based on a referral from the emergency room as an urgent event, rather on a referral by a specialist physician.

1.33 Extreme Sports Activities

Large and small SUV's, all-terrain vehicles on condition that the Insured is in possession of a valid drivers license, riding on donkeys, camels and horses, bicycles, water sports including: kayaking, "banana" floats, inner tubes, pedal boats, tornado boats, swimming pools and bathing in the sea, paintball, bow and arrow.

1.34 Deductible

The Insured's portion of the expense incurred due to the insurance event. It is hereby clarified that the Company's liability for any payment whatsoever shall only be after the deductible is paid by the Insured and only related to the Insured's expenses beyond said deductible.

1.35 Limits of Liability Table

The table of the Company's limits of liability detailing the medical service, the limit of the Company's liability for the insurance period or for each insurance event and the sum of the Insured's deductible.

1.36 Health Law

The National Health Law of 1994.

1.37 Service Center

An English-speaking telephone service center operates 24 hours a day 7 days a week.

1.38 Customary Payment

Payment, including a guarantee or deposit, in exchange for the rendering of an actual medical service, which was determined in the second or third additions to the Health Insurance Law as it stands on the effective date of the insurance period and as defined hereinafter, or in the notification regarding the terms and payments issued by the State to the individual on the determining date as per the Health Insurance Law or in the "Kupat Holim" Proposal paragraph 8 (a1) of the Health Insurance Law which was approved as per paragraph 8 (a2) of said law, as it stands on the effective date of the insurance period, and if different payments appeared in the said provisions for that same service – the higher among them.

1.39 Index

The Consumer Price Index published by the Central Bureau of Statistics, or in the absence of publication of the abovementioned, an index published by an alternate official body in its stead, or any index dedicated to health services.

1.40 Dollar

U.S. dollar as per the representative rate, as published by the Bank of Israel on the date of actual payment.

1.41 The Insurance Law

The Insurance Contract Law of 1981.

1.42 Control Regulations

The Regulations of Insurance Business Control (Insurance Contract Terms) (Provisions regarding Pre-existing Medical Conditions), 2004

Chapter 2: General Terms

2.1 <u>Validity of the Policy</u>

This policy shall take effect from the effective date of insurance specified in the insurance details page and after the Company has approved the insurance proposal, on condition that from the date on which the Insured signed the insurance proposal through the effective date of the insurance no change has occurred in the Insured's state of health.

2.2 Duty of Disclosure

- **2.2.1** If an incomplete or dishonest reply was given to a question regarding a substantive matter, the Company is entitled, within 30 days of discovering such and as long as no insurance event has taken place, to cancel the Policy via written notification to the Insured.
- **2.2.2** Should the Company cancel the Policy by virtue of this clause, the Insured is entitled to a refund of the insurance premiums paid to cover the period after said cancellation, after deducting the Company's expenses, unless the Insured acted with intent to deceive.
- **2.2.3** Should an insurance event occur prior to the policy cancellation by virtue of this clause, the Company shall only be obligated to pay pro rated reduced insurance compensation, at the relative rate between the insurance premium that would have been paid under normal circumstances in such an instance and the agreed upon premiums, and the Company is completely exempt in each of the following cases:
 - a) If the reply was given with the intent to deceive.
 - b) If a reasonable Insurer would not have agreed to become party to such a contract, even at higher insurance premiums, if the true situation were known; In such an instance, the Insured is entitled to a refund of the insurance premiums paid to cover the period after the insurance event, after deducting the Company's expenses.

2.3 General Exclusions to the Policy

The Company shall not be liable and shall not be obligated to pay insurance compensation for an insurance event in its entirety or for any part thereof in any of the following instances:

2.3.1 The insurance event occurred prior to the effective date of the insurance. For the purposes of this Policy "occurred prior to the effective date of the insurance" for "new Policy members" means from the date on which he/she joined the Insurance with the Insurer. Regarding "existing Insureds" who have transferred consecutively from the previous Insurer shall begin from the date on which they joined the previous Insurer.

2.3.2 General limitation due to a pre-existing medical condition:

a. <u>General limitation for a previous medical condition</u>: The medical event is the result of a series of medical circumstances diagnosed in the Insured prior to his/her joining the insurance, including due to illness or accident (hereinafter: "Previous Medical Condition"). "Diagnosed in the Insured" meaning documented medical diagnosis or in the process of documented medical diagnosis within the six months prior to the date on which the Insured joined the Insurance.

The general limitation regarding the Insured's previous medical condition shall be valid for an Insured who was less than 65 years of age

on the effective date of the insurance, for one year from the start of the insurance period and for an Insured who was over the age of 65 at the start of the insurance period, for six months from the effective date of the insurance period.

- b. <u>Specific limitation regarding the medical condition</u>: Despite that which is stated in above paragraph 2.3.2a, a specific limitation to the Company's liability or the scope of the cover due to a specific medical condition which was detailed in the insurance details page regarding a specific Insured, shall be valid for the period noted in the insurance details page alongside that specific medical condition, and is not limited to the periods specified above and/or to the diagnosis date detailed above.
- c. A specific limitation due to a previous medical condition shall not be valid if the Insured notified the Company of the previous medical condition and the Company did not explicitly exclude that specific medical condition advised by the Insured in the insurance details page.
- d. If the Insured is insured for non-consecutive periods illness or medical circumstances discovered in the Insured between the insurance periods shall also be considered to be a previous medical condition.
- 2.3.3 If the insurance event occurred after the conclusion of the insurance period.
- 2.3.4 Insanity, mental disorders and/or mental illness and/or mental treatment and/or psychological treatment and/or psychiatric disorders, suicide or attempted suicide, self inflicted harm, alcoholism, drug abuse other than medical drugs as prescribed by a physician, alcohol abuse.
- 2.3.5 Treatment for drug or alcohol addiction.
- 2.3.6 Sports activity within the framework of a sports club and/or competitive sports activity, sports activity for pay, boxing, wrestling, and any type of contact fighting, rollerblading, mountain biking, wall climbing, surfing, ski, snowboarding, ice-skating and any extreme sport of any type that involves speed and/or height and/or danger and/or adrenalin.
- 2.3.7 A direct or indirect result of AIDS, including mutations and/or variations and/or other similar syndromes. It is hereby clarified that this limitation is nullified with regard to Insured's belonging to Group A. It is clarified to avoid any doubt that in regard thereto there is cover for the medical services they will require due to AIDS.
- 2.3.8 Sexually transmitted diseases.
- 2.3.9 Traffic accident and/or work accident.
- 2.3.10 If the insurance event was caused by or resulted from of the Insured's service in the various security forces, including: compulsory or reserve or standing army duty.
- 2.3.11 Passive participation by the Insured in an act of sabotage or terrorism of any type whatsoever and/or in war and/or warlike activity by hostile forces,

regular or otherwise so long as the Insured is entitled to cover for medical expenses arising from such an event if resulting from another cause.

- 2.3.12 Medical expenses stemming from the Insured's active participation in activities such as: military actions or civil war, police work, underground or covert actions, insurrection, rioting, sabotage, brawls, violence, terrorism, strikes and/or illegal activities.
- **2.3.13** Expenses for pregnancy and/or delivery and/or expenses incurred for routine treatment/examinations or prenatal care and/or genetic counseling and/or complications of pregnancy or delivery.
- 2.3.14 Fertility and/or infertility treatments.
- 2.3.15 Expenses incurred due to complications of pregnancy.
- 2.3.16 Wellness treatment for babies and/or children, well-baby clinics, vaccinations, monitoring or routine examination of children.
- 2.3.17 Treatment of learning difficulties, speech impediments, etc.
- 2.3.18 Organ transplant.
- 2.3.19 Treatments and/or surgery overseas.
- 2.3.20 The following types of treatments or services: rehabilitation, physiotherapy (except due to accident), mechanotherapy, hydrotherapy, alternative therapy, homeopathy, alternative medications, healing programs, acupuncture, chiropractic, optometry, periodic tests, cosmetic or reconstructive surgery, experimental surgery, gum treatment and/or surgery, dental treatment (with the exception of first aid, which is included within the framework of emergency dental treatment).
- **2.3.21** Medical or other devices, glasses and/or contact lenses, hearing aids and any kind of prostheses whatsoever.
- 2.3.22 Congenital defect or disease, including hereditary diseases, subject to that which is stated in above paragraph 2.3.2.
- **2.3.23** An insurance event caused by a nuclear reaction or nuclear meltdown or radioactive contamination.
- **2.3.24** Routine examinations and/or monitoring and/or vaccinations which are not due to an active medical problem.
- 2.3.25 Experimental drugs that have not been approved by the FDA or by any other organization authorized and recognized for approval of drugs in Israel.
- 2.3.26 Experimental medical treatments of any sort and type whatsoever.
- 2.3.27 Treatments, tests and surgery outside of the State of Israel.

- 2.3.28 Treatments which are not recognized by medical science and/or medical treatments and/or tests based on medical technologies which are not approved by the certified authorities in Israel, on the date of the insurance event.
- 2.3.29 Treatment carried out on the Insured not during the insurance period.
- 2.3.30 Treatment which was not approved by a physician.
- 2.3.31 Healing, treatment, services or medical provisions which were not medically required.
- 2.3.32 Elective treatment, unless required by a contracted service provider, with the exception of elective treatment approved in advance by the service center.
- 2.3.33 Expenses for travel and/or accommodations, except ambulance fees, emergency medical evacuation expenses and expenses incurred for flying to the country of origin.
- 2.3.34 Weight adjustment or surgical treatment of obesity, including jaw wiring and any type of adjustable gastric band and/or intestinal bypass except consultation with a dietician for oncology patients, patients with chronic kidney disease, diabetics, dialysis patients, cardiac patients, anorexics and by recommendation of a specialist in the relevant field, up to three consultations for each insurance year.
- 2.3.35 Adjustment of body shape in order to improve the person's psychological, mental or emotional wellbeing, such as a sex change operation.
- **2.3.36** Treatment or surgery for cosmetic or aesthetic reasons except for reconstructive surgery when such surgery is related to or stems from treatment that was covered under the terms of this Policy.
- 2.4 Insurance Compensation
 - **2.4.1** The Company shall be entitled, at its own discretion, to pay insurance compensation or a portion thereof directly to the service provider or to pay it to the Insured against presentation of original receipts. The Insured is entitled to receive from the Company, upon demand, a written financial commitment to the service provider which will allow him/her to receive medical service, so long as his/her entitlement as per this Policy is undisputed.
 - **2.4.2** Insurance compensation quoted in foreign currency and paid in Israel shall be paid in NIS according to the representative rate of the abovementioned foreign currency as published by the Bank of Israel on the date on which payment is prepared by the Company.
 - **2.4.3** Should the Insured pass away, the Company shall pay the balance of the insurance compensation to the service provider that the Company committed to pay. In the absence of a commitment to the medical service provider or if a

balance remains after payment is made as per the commitment in question, the Company shall pay the balance to the Insured's estate and/or heirs as per a probate decree and/or an intestate inheritance decree.

- **2.4.4** The Insured shall not be entitled to insurance compensation exceeding the insurance sum and the Company shall pay the Insured and/or the contracted service providers up to that sum.
- **2.4.5** Should the Insured also have a right to compensation or indemnification from a third party due to the insurance event, not by virtue of an insurance contract, said right shall be assigned to the Company upon transfer of the insurance compensation payment to the Insured and at the rate of the compensation paid, without prejudicing the Insured's right to first collect from the third party indemnity exceeding the insurance sum he/she received as per this Policy. If the Insured received compensation or indemnity from a third party which was owed to the Company as per this clause, he/she must transfer said sum to the Company. In any case of settlement, waiver or other action taken by the Insured which prejudices the right assigned to the Company, he/she must compensate the Company for such. The Insured undertakes to cooperate in any way necessary in order to realize the Company's said right.
- **2.4.6** If the Insured is entitled to coverage of expenses incurred as per this Policy in full or in part within the framework of another Policy issued by another insurance company, the Company shall pay its proportional share of the actual costs incurred, according to the scope and proportion of the cover to which the Insured is entitled from all the Insurers. The Insured shall notify the Company immediately after any double insurance is issued.

2.5 Payment of Insurance Premiums

- **2.5.1** The premium payment date shall be as determined in the agreement with the Policy Holder.
- **2.5.2** If premium payments are executed via standing order to the bank (check or credit card service), crediting of the Company by the bank or the credit company shall constitute payment of the insurance premium.
- **2.5.3** Linkage differences and interest shall be added to any insurance premiums not paid on time, as per the Interest and Linkage Ruling Law of 1961, from the initial arrears date through the date on which actual payment is received by the Company.

2.6 Claims

The Company shall pay the Insured insurance compensation as per this Policy or transfer said compensation directly to contracted service providers, at its own discretion, if the following have been carried out:

2.6.1 The Insured notified the Company of the insurance event in advance and received confirmation from the Company of its liability as per this Policy. Receipt of the Company's confirmation of the insurance event and its liability there for is a substantive condition of the Company's liability. If an insurance event occurred

and due to a state of medical emergency the Insured was not able to notify the Company in advance, the Company shall pay insurance compensation following an inquiry and subsequent confirmation of its liability.

- **2.6.2** The Insured signed a waiver of medical confidentiality and provided the Company with all reasonable details and original medical documents and others required by the Company in order to investigate his/her claim, including undergoing medical examination by a physician working on behalf of the Company and at the Company's expense.
- **2.6.3** The Insured submitted to the Company original receipts confirming actual payment was made.
- **2.6.4** The Company shall be entitled to conduct any reasonable investigation at its own expense and to have the Insured examined by one or more physicians working on its behalf, as it deems necessary.
- **2.6.5** The Company is not responsible for the quality of the medical and/or other services provided to the Insured within the framework of this Insurance. The Company is not liable for any damage caused directly or indirectly to the Insured and/or any other person due to the Insured's selection and/or referral by the Company to providers of medical and/or other services and/or due to an act or oversight by same.
- **2.6.6** Execution of the above stated in this section by the Insured is a precondition for the Company's liability according to the Policy.

2.7 Linkage

- **2.7.1** The set insurance sums, insurance compensation and deductible sums, if any, that must be paid as per the terms of this Policy by the Company and/or the Policy Holder and/or the Insured, as the case may be, in NIS shall be linked to the known index as of the first of the month in which actual payment is made.
- **2.7.2** The linkage calculation shall be the ratio between the known index as of the first of the month in which actual payment is made by the Company regarding the insurance sum in the case of an insurance event or by the Policy Holder and/or the Insured regarding payment of premiums, and the index on the effective date of the insurance as it appears in the insurance details page.
- **2.7.3** Set insurance sums, insurance compensation and deductible sums which are listed in U.S. dollars shall be paid by the Company and/or by the Insured and/or by the Policy Holder according to the representative rate of the dollar as known on the date of payment.

2.8 <u>Cancellation of the Policy</u>

- **2.8.1** Cancellation by the Company this policy cannot be cancelled by the Company, except in the following instances:
 - **2.8.1.1** The Insured or the policy holder does not or did not pay the insurance premium as required.

- **2.8.1.2** The Insured concealed a substantive issue from the Company, as determined in the Insurance Law.
- **2.8.1.3** If the Insured intentionally did something that could prevent or impede the Company from investigating its liability, the Company shall not owe insurance compensation except for what it would have owed if that act had not been committed.
- **2.8.1.4** If the Policy was cancelled prior to the end of the insurance period subject to the above terms the Company shall return to the insurance premium to the Policy Holder on condition that the cancellation is 7 days retroactive.

2.9 Consecutive Extension of the Insurance Period

- **2.9.1** Any extension of the Insurance as per this Policy requires written consent from the Company. It is hereby clarified that at the end of each insurance year as defined in the Policy, the insurance shall not be extended automatically, and the insurance shall not be extendable based upon of the Company's silence or any action of the Company except its agreement as stated in this paragraph.
- **2.9.2** The Policy Holder is entitled to request an extension of the insurance period (hereinafter: "**Extension Request**"). The extension request must be sent to the Company via registered post no later than 30 days prior to the end of the insurance period.

2.10 <u>Insurance Event Covered by More than One Insurance Company and/or by a Third</u> <u>Party</u>

- **2.10.1** If at the time of the occurrence of the insurance event covered by this Policy the Insured also had a right to indemnification from a third party, which was not by virtue of the Insurance Contract Law, this right shall be assigned to the Company upon the Company's payment of insurance compensation and in the proportion of the compensation paid thereby, without prejudice to the right of the Insured to first collect compensation from the third party beyond the insurance compensation as per this Policy. If the Insured receives compensation from the third party that was due to the Company according to this paragraph, the Insured must transfer that sum to the Company. If the Insured reaches a settlement, waives or performs another act that prejudices the right that was assigned to the Company, he/she must compensate the Company accordingly. The Insured undertakes to cooperate in any way requested of him/her for the purpose of realizing the Company's said right.
- **2.10.2** If all or some of the insurance events were insured by more than one Insurer for overlapping periods, the Insured must notify the Company of such in writing immediately after the dual insurance is executed or after he/she is informed thereof. The Company shall be entitled to make payment of insurance compensation conditional upon assignment of the rights of the Insured according to the other policies to the Company with regard to the amount of insurance compensation that exceeds the Company's relative portion of the covered expenses actually incurred.

2.10.3 The Insured must cooperate with the Company and take every measure to enable the Company to receive sums that were paid by the Company for which the third party was liable.

2.11 Waiver of Medical Confidentiality

The Insured shall provide the Company with a Waiver of Medical Confidentiality form, signed by him/her instructing his/her physicians and/or any medical organization or institution, whether in Israel or abroad and/or the National Insurance Institute and/or the Ministry of Defense and/or any other government ministry and/or insurance company and/or health fund (HMO) to provide the Company with any reasonable medical information that is in their possession and which concerns the Company.

2.12 Medical Examination

The Company shall be entitled to require that the Insured undergo medical examination by a physician working on behalf of the Company and at the Company's expense, and provide every detail and/or medical document required of him/her.

2.13 Taxes and Levies

The Insured must pay the Company the insurance premiums and the taxes, governmental and otherwise, that apply to the Policy or which are imposed upon the insurance premium, the insurance sums and any other payments the Company is required to pay as per this Policy, whether said taxes exist on the date the Policy is drawn up or are imposed at a later date.

2.14 Limitations

The period of limitations for claiming insurance compensation due to an insurance event as per this Policy is three years from the date of the insurance occurrence.

2.15 The Insurance Law

The provisions of the Insurance Contract Law of 1981 shall apply to this policy.

2.16 Notification

The Insured must notify the Company of any change of address via registered letter. Notification sent by the Company to the Insured's last known address shall be considered to be properly delivered.

2.17 Changes

The Company shall be entitled to make changes to the list of contracted service providers from time to time.

2.18 Jurisdiction

The sole place of jurisdiction for all matters related to and derived from this Policy shall be the authorized courts in the State of Israel, according to the laws of Israel, and no other court shall have authority of jurisdiction. The law that shall be applied to claims related to and/or derived from this Policy is the law of the State of Israel.

Chapter 3: Company Liability -

Medical Expenses Incurred in Israel

3.1 Expenses Incurred in General/Public Hospitals in Israel:

- **3.1.1** If the Insured is hospitalized, the Company shall pay for hospital expenses covering the following:
 - a) Expenses for hospitalization, x-rays, medication, doctors' fees, surgeons' fees, intensive care, anesthesiologist, catheterization, angioplasty, pacemaker, general services, including nurses' services and regular hospital services (hereinafter: "Hospitalization Expenses").
 - **b)** It is hereby clarified that the Company shall pay hospitalization expenses only to public and/or government hospitals, and it shall not indemnify the Insured and/or the service provider for hospitalization expenses if the Insured was hospitalized in a private hospital, unless the Insured received prior written authorization from the Company. The Company's authorization for hospitalization in a private hospital shall be subject to its sole discretion.

3.2 Emergency Room Expenses in any General Hospital in Israel, only in the following instances:

- **3.2.1** Doctor's referral
- 3.2.2 Any new fracture
- **3.2.3** Severe shoulder or elbow dislocation
- **3.2.4** Any injury necessitating suturing or other means of closure
- **3.2.5** Aspiration of a foreign body into the trachea
- **3.2.6** Penetration of a foreign body into the eye
- **3.2.7** Babies up to two months of age with a fever of more than 38.5°C
- 3.2.8 Snakebite
- **3.2.9** Ambulance evacuation to an emergency room from the street or another public place due to a sudden event
- **3.2.10** Company authorization
- 3.2.11 Emergency room visit concludes in non-elective hospitalization

The Insured shall not be entitled to indemnity from the Company for emergency room expenses stemming from any cause other than those stated above in this paragraph.

3.3 Non-hospitalization Medical Expenses Incurred through Contracted Service Providers:

The Company shall pay the service provider directly for the Insured's non-hospitalization medical expenses, incurred as follows:

- **3.3.1** Medical treatment/consultation: Medical treatment/consultation provided only by a contracted service provider. If provided by a non-contracted service provider-subject to the deductible as set in the limits of liability table.
- **3.3.2** Lab tests, x-rays, bandaging: Tests provided to the Insured by a laboratory and/or clinic that is a contracted service provider.
- **3.3.3** First aid: First aid administered to the Insured by a Magen David Adom first-aid station, only in case of emergency.
- **3.3.4** Medication: Medication included in the Health Services Package in Israel which was prescribed by a physician and was purchased from a pharmacy that is a contracted service provider.
- **3.3.5 Ambulance Expenses**: Ambulance transport to an emergency room or from the hospital in which the Insured is hospitalized to a different hospital due to medical

circumstances arising from his/her medical condition that do not allow transport to the emergency room via any other means than ambulance.

- **3.3.6** Taxi Ride in case of Emergency: a ride by taxi to the emergency room due to urgent medical treatment.
- **3.3.7** Medical Expenses in Israel resulting from an Emergency Psychiatric Event: that first experienced by the Insured during his/her stay in Israel, up to the sum of \$3,000.
- **3.3.8 Emergency Dental Treatment**: The Insured shall be entitled to receive emergency dental services and first-aid treatment for emergency dental treatment provided only by dental clinics which are contracted service providers and solely as first-aid treatment, if the treatment is required due to accident and/or the sudden onset of pain.

It is clarified that in case of receipt of medical services through a service provider who is not contracted the refund shall be examined as per the terms of the Policy and in any case the refund shall be in accordance with the Insurer's customary rates for that type of medical provider at the time of the insurance event, after deducting the deductible as set in the limits of liability table.

In order to alleviate doubt, the Company's liability for medical expenses <u>not incurred</u> <u>within the framework of hospitalization</u>, in relation to an insurance event that occurred within the insurance period and for which treatment was not completed before the end of the insurance period, shall continue for an additional period of 30 days after the insurance period concludes.

3.4 Special Expenses:

3.4.1 Transporting a body: in case of the Insured's death, expenses incurred for transporting his/her body from Israel to the Insured's country of origin, up to a maximal sum of \$5,000, so long as the expense is not being paid by any other entity whatsoever.

3.4.2 Expenses for transfer overseas:

- **3.4.2.1** Expenses incurred for transporting the Insured back to his/her country of origin in case of a medical event that occurred within the insurance period the Insurer shall bear the expenses for transporting the Insured back to his/her country of origin under the explicit condition that a physician working on behalf of the Insurer determined that there is a medical need for such transfer and also on condition that there no threat is posed to the Insured's life.
- **3.4.2.2** Expenses as above if the Insured experiences a psychiatric event and for an accompanying person, all as per the terms set in above paragraph 3.3.7.
- **3.4.3** Expenses for air evacuation and rescue from the event location in Israel to a nearby hospital: the Company shall bear the above noted expenses under the following cumulative conditions:
 - **3.4.3.1** It is not feasible to evacuate the Insured via land.
 - **3.4.3.2** There was an immediate and emergency need for the evacuation otherwise the Insured's life would have been in danger.
 - **3.4.3.3** The Insurer and/or anyone on its behalf authorized the evacuation in advance.
 - **3.4.3.4** The cover for Paragraph 3.4.3 shall be conditioned upon the fact that the Insured is not entitled to cover for these expenses from any other party whatsoever.

The Company's liability for this Chapter (Chapter 3) shall not exceed an overall sum of \$100,000 for the entire insurance year.

Chapter 4: Personal Accidents

4.1 Personal Accidents – <u>compensation for death / loss of limbs as the result of an accident</u> to Insureds who have not yet reached age 18 and/or who have reached age 65 shall not be covered under this chapter.

The Insurer's total liability under this Chapter shall not exceed a maximal sum of \$10,000 per Insured, with the Insured being entitled thereto one time only.

- **4.1.1** In case of the death of an Insured, who was between the ages of 18 and 65 at the time if his/her death, the beneficiary listed in the proposal or the legal heirs of the Insured or the executors of his/her estate or of his/her will, if no beneficiary is listed, shall be paid a total sum of \$10,000.
- **4.1.2** In case of loss of limbs: the Insured shall be paid a percentage of the sum listed in above paragraph 4.1.

Body Organ	Percentage	Body Organ	Right	left
One eye	30%	Arm	75%	65%
Two eyes	100%	Forearm	65%	55%
One ear	20%	Hand	60%	50%
Two ears	50%	Thumb	25%	20%
Leg (above	60%	Index finger	15%	12%
the knee)				
Thigh	70%	Middle finger	12%	10%
Foot	50%	Ring finger	10%	8%
Big toe	5%	Pinky finger	12%	10%
Toe	3%	Knuckle	1/3 of the	
			above	
			percentage	

- **4.1.3** The percentages appearing in the above table relate to 100% loss of the organ in question. Loss of other organs shall be calculated based on comparison with the above table. Disability pre-existing the accident shall be taken into account when determining disability rate.
- **4.1.4** Regarding a left-handed person, calculations shall be calculated as per the above listed for the right limbs.

4.2 Exclusions to the Personal Accident Chapter

Without diminishing from the stated in the General Exclusions to the Policy chapter (paragraph 2.3) the Insurer shall not pay insurance compensation as per this Policy if the death or loss of limbs was caused directly or indirectly by or due to:

- 4.2.1 Earthquake, volcanic eruption, nuclear fission, nuclear meltdown, radioactive contamination.
- 4.2.2 Active participation of the Insured in military action, police work, subversive activity, rebellion, revolt, disturbances, sabotage, terrorism, strikes, illegal activity.
- 4.2.3 Passive participation of the Insured in acts of sabotage of terrorism of any sort whatsoever and/or war and/or military action by hostile forces, regular or irregular.
- 4.2.4 The flying of any sort of aircraft by the Insured, except if flying as a passenger on a civilian aircraft licensed to carry passengers as subject to the Insurer's liability in Israel only.

- 4.2.5 Intentional self-inflicted injury or suicide or attempted suicide, whether the Insured is sane or not.
- 4.2.6 Use of explosives.
- 4.2.7 Intentional self-endangerment except for self defense and the rescuing of others.
- 4.2.8 Intoxication, drunkenness drug abuse by the Insured.
- 4.2.9 Death or loss of limbs as the result of surgery, including simple surgery.
- 4.2.10 Traffic accident and/or work accident.

<u>Chapter 5: Extended Cover for Surgery –</u> <u>Private Hospital</u>

For this Chapter:

5.1 <u>**Insurance Event**</u> – an insurance event in which the Insured's medical condition requires surgery which shall be performed by a contracted surgeon or other surgeon.

5.2 <u>Company Liability as per this Chapter:</u>

The Company shall pay the service provider directly for the medical expenses incurred by the Insured, or shall indemnify the Insured against original receipts for the expenses detailed below that were actually incurred during the insurance event, so long as the maximal sum paid directly by the Company to the Insured shall not exceed the sum paid to a contracted service provider and subject to the limits of liability.

5.3 <u>Surgeon's Fees in a Private Hospital:</u>

- **5.3.1** Contracted surgeons' fees shall be paid in full directly to the contracted surgeon.
- **5.3.2** Other Surgeon Payment to the Insured according to the type of surgery performed by other surgeon, in the actual amount paid thereby, up to the sum set for surgeons contracted by the Company, for the surgery that was performed, subject to payment of the deductible as detailed in the limits of liability table.

5.4 <u>Consultation prior to Surgery:</u>

The Company shall reimburse the Insured for consultation expenses for one pre-surgery consultation with the surgeon who will actually perform the surgery up to the sum set for surgeons contracted by the Company, or payment directly to the contracted surgeon.

5.5 <u>Second Opinion prior to Surgery:</u>

If a specialist in the relevant field has determined that the Insured requires surgery that is covered as per this Policy, is entitled to get a second opinion from another specialist in this field regarding the need for surgery. The second opinion shall be received from a specialist – the director or deputy director of a department/unit, as determined by the Company pursuant to the Insured's request for a second opinion and/or submittal of the documents relevant to the case (as per the Company's discretion) and shall be paid for in full by the Company.

5.6 <u>Cover of Hospitalization Expenses in a Private Hospital in case of Surgery:</u>

The Company shall cover hospitalization expenses for a 2-3 bed room in a private hospital for a period not exceeding 30 days up to the maximal sum set for service providers contracted by the Company.

5.7 <u>Hospital Operating Room Expenses:</u>

The Company shall pay hospital operating room expenses directly to the hospital, as per the surgery performed, or shall indemnify the Insured for these expenses up to the maximal sum set for service providers contracted by the Company.

5.8 <u>Expenses for Pathology Tests:</u>

The Company shall pay the hospital directly for pathology test expenses required for surgery or reimburse the Insured for these expenses up to the maximal sum set for providers contracted by the Company.

5.9 <u>Prosthesis:</u>

If the Insured underwent surgery in a contracted hospital and during the surgery a prosthesis of any sort was implanted, the Company shall participate in the cost of the abovementioned prosthesis up to the sum set in the limits of liability table, despite the stated in Chapter B of this Policy. If the Insured underwent the surgery as stated in this paragraph in a private hospital which is not under contract with the Company, the Company shall indemnify the Insured up to the maximal sum set for providers contracted by the Company.

5.10 Fee for Private Nurses during Surgery:

The Company shall indemnify the Insured up to the maximal sum as set in the limits of liability table for surgery in a private hospital.

5.11 <u>Ambulance Transport Fee to the Hospital and between Hospitals in Israel:</u>

The Insured shall be reimbursed for ambulance transport provided by Magen David Adom or by another ambulance service to transport him/her to a private hospital or from there to another hospital due to surgery in a private hospital, all on condition that his/her medical condition requires ambulance transport, up to the sum as set in the limits of liability table.

5.12 <u>Special Exclusions to Chapter 5</u>:

The general exclusion paragraph in above paragraph 2 also applies to this chapter. In addition to the abovementioned, the Company shall not be liable for insurance compensation as per this chapter in the following instances:

- 5.12.1 Surgery to correct a congenital defect.
- 5.12.2 Surgery related directly or indirectly to cosmetic and/or aesthetic purposes including surgery to correct short-sightedness and intestinal bypass, with the exclusion of reconstructive re-constructive breast surgery following a mastectomy so long as the mastectomy was performed within the insurance period.
- 5.12.3 Surgery related to fertility and/or infertility.
- 5.12.4 Surgery due to an injury sustained during professional sports activity with pay and/or within the framework of a sports club.
- 5.12.5 Organ transplant in Israel or overseas and/or special treatments overseas.
- 5.12.6 Tests / lab tests, x-rays, radiation, chemotherapy or oncologic treatments, hypothermic treatment, injections, drops, examinations and imaging such as CT and MRI, when these are not part of a surgical procedure.
- 5.12.7 Surgery related to teeth and/or gums.
- 5.12.8 Surgery related to pregnancy and/or delivery.
- 5.12.9 Experimental medications that have not been approved by the FDA or by any other organization authorized and recognized for approval of drugs in Israel.

5.13 <u>Pre-condition for Company Liability:</u>

The Company shall pay insurance compensation so long as it provided the Insured with advance approval for the surgery by a contracted surgeon or by other surgeon in a private hospital or a contracted hospital and for the date of the surgery, all subject to the general terms.

5.14 <u>Changes, Waivers or Deviations</u> from the Terms of the Policy:

5.14.1 This Chapter is subject to all of the terms of this Policy.

- **5.14.2** Any change and/or waiver and/or deviation from that stated in the other chapters of this Policy shall be binding only for the purposes of this chapter, if explicitly included in this Chapter.
- **5.14.3** In case of contradiction between that stated in this Chapter and that stated in other chapters of this Policy and/or in the general terms of the Policy, the provisions of this chapter shall apply.

Limits of Liability Table Platinum Care Policy for Students - Tel Aviv University

hospitalization in public and general hospitals in IsraelIncluded in the Limits of LiabilityNo deductibleNo deductibleMedical Expenses unrelated to hospitalization, including: family physician, specialistIncluded in the Limits of LiabilityNo deductible\$35 (subject to Insurer rates)X-rays, imaging, lab testsIncluded in the Limits of LiabilityNo deductible\$50Medication included in the Health Services Package (excluding routine treatment of a preexisting illness)Included in the Limits of LiabilityNo deductibleNot coveredEmergency Room - in case of emergency Room - in case of emergency requiring physician referral)Included in the Limits of LiabilityNo deductibleNo deductibleAmbulance transport expensesIncluded in the Limits of LiabilityNo deductibleNo deductibleNo deductibleTaxi fare in case of emergency Emergency Dental Treatment\$500No deductibleNo deductibleNo deductibleEmergency Dental Treatment\$500No deductibleNo deductibleNo coveredPsychiatry - resulting from an emergency event in Israel\$3,000No deductibleNot coveredMedical flight to the homeland resulting from a psychiatric event\$3,000No deductibleNot coveredMedical flight to the homeland resulting from a psychiatric event\$3,000No deductibleNot coveredActical flight to the homeland resulting from a psychiatric event\$3,000No deductibleNot coveredMedical flight to the homeland resulting from a psychiatric	Cover Summary	Limits of Liability	Deductible – contracted service provider	Deductible – non-contracted service provider
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the country of origin \$5,000 No deductible Not covered	Extreme Sports		No deductible	Not covered
	Expenses for Transporting a Body to the country of origin		No deductible	Not covered
	Extended Cover for private surgeries	\$3,000	No deductible	No deductible

The Insurer's total liability for the Policy shall not exceed \$100,000

Only the complete Terms and Exclusions of the Policy shall obligate the Insurer **Exclusions Summary**: the Policy shall not cover any event related to and/or arising from one or more of the following instances: a medical condition that existed prior to the effective date of the insurance; Aesthetic treatments and/or surgeries; Pregnancy and delivery; Work accidents; Traffic accidents.