

Nursing – Care Claim



The following forms use masculine terms. However, they apply to female and male alike.

What should I do?

Before serving a claim, we kindly ask of you to check whether you have an insurance policy that provides nursing – care coverage.

You may be assisted by your insurance agent, by entering into your personal information zone at the Harel website or by the Client Service Center on telephone number 03-6145555.

As far as you have nursing – care coverage, you should deliver to us the Nursing-Care Claim Serving Form for Nursing-Care Policy, along with the documents specified hereinafter, in one of the following ways:

- Email address: tvsiud@dikla.co.il
- Fax: 03-7348597
- Telephone number for sending an SMS: 052-3240345
- Postal address: Dikla Insurance Agency Ltd., Department of Nursing-Care Claims, Besser Towers 2, 1 Ben-Gurion Street, P.O. Box 903, Bnei-Brak 5110802

What is included in the Nursing-Care Claim Serving Form and which attachments should I add?

The Claim Form for Nursing-Care Policy and the attachments required to examine eligibility, include:

1. Personal Information Appendix, statements confirming the contact information for later contact, detailed information regarding the event, information on help due to nursing-care condition, information regarding medical history.
2. Assessment Questionnaire detailing your functional / cognitive condition.
3. Waiver-of-Secrecy Form – to allow us acting on your behalf in extracting medical and other documents, you have to sign a Waiver-of-Secrecy Form, including having a functionary sign to verify your own signature. The said Form was designed and approved by most organizations in the Israeli economy, so any incomplete filling-out of it would lead to lengthening the process time and to our repeated request to fill-out the Form properly. Please follow the instructions contained in the Form itself.
4. Detailed information on person of contact – you may appoint more than one person. Please note that the person of contact **neither** holds power of attorney nor is a legal guardian, but rather only serves as an additional address to contact the client and to receive information regarding the claim only.

An Insured who wishes the person of contact to serve as his authorized legal representative, has to deliver a signed power of attorney or a court order appointing a legal guardian.

If a guardian has been appointed or there is a notary power of attorney – attach the document.

5. In addition, you have to attach with the Claim Forms, a photocopy of a canceled cheque or a certification of holding a bank account, by the Insured or his representative, to allow for bank transfer of insurance benefits, if you are found intitled to the same.

To allow effective processing of your claim and as far as you have medical documents, statements of opinion by expert physicians, letters of release from hospitalization or hospital, results of tests including statement of opinion by a urologist / proctologist / gastroenterologist in case incontinence is diagnosed, diagnoses and certifications attesting to your functional / cognitive condition, you may deliver to us such documents also.

What is going to happen later on?

A message will be sent to you on any update of the claim status.

In addition, you may ascertain document delivery through the computerized response on telephone 1 – 700 – 702 – 870. Service is available 24 hours after sending this Form by email or by fax.

If everything is clear and in order

When the claim documents arrive, we will issue a letter detailing the documents received, and provide a Claim Number for continued processing.

If we require any additional clarifications or examination

In most cases you will be asked to be examined by a physician, a nurse or an expert in the field, on our behalf. The examination will be coordinated with you, or with the person of contact whom you specified in the Claim Form, in advance and according to your availability. For your information, you may bring another person on your behalf to be present during the examination.

We wish to emphasize that after the serving of the documents aforementioned, the Company may request additional or another medical document, as necessary. A written message regarding this will be sent to you.

Making the decision regarding the claim

After receiving the examination results and all the documents required for making the decision regarding your eligibility to insurance benefits, in accordance with the Policy terms and conditions, we will inform you in writing about our standpoint.

Please note

- Serving the Claim Form does not extend the expiration time limit set forth in the Statute of Limitations.
- For your information, the effective terms and conditions for eligibility to, and scope of, insurance benefits are the Policy terms and conditions as at the date when the Insured event occurred.
- The privacy policy of Harel Group is available to you on the Company's website.

Best wishes,
Department of Nursing-Care Claims
Dikla Insurance Agency Ltd.
Harel Insurance Company

Claim Serving Form

"Mushlam" Nursing-Care Policy for Members of Clalit HMO



This form applies to men and women alike.
Please make sure you fill out this Form accurately and completely.

Dikla Insurance Agency Ltd., Department of Nursing-Care Claims, Besser Towers 2, 1 Ben-Gurion Street, P.O. Box 903, Bnei-Brak 5110802, Telephone number for sending an SMS: 052-3240345, Fax number: 03-7348597, Email address: tvsiud@dikla.co.il

Dear Insured,

To allow us handling your claim and give you an effective and prompt service, please fill out all the details in this Form.

If the Insured is a minor, one of his parents may fill out the Form, but both parents have to sign.

This Form is not an acknowledgment of the Insured's eligibility to any payment.

Computerized response to ascertain document delivery: 1 – 700 – 702 – 870. Service is available 24 hours after sending this Form by email or by fax.

A Personal Information

| | | | |
|---|------------------|---|---------------|
| Last name | Given name | ID Number | Date of birth |
| Home telephone | Mobile telephone | Email address. Please note, in order to receive updates by email you must also specify a mobile telephone number for receiving a password.@..... | |
| You may elect the manner of sending the messages to you regarding on the course of processing the claim (as far as a person of contact is appointed for the claim, delivery of messages will be done in accordance with the selection on Section b): <input type="checkbox"/> Israel Postal Service <input type="checkbox"/> Email | | | |
| My personal information provided hereinabove, is the correct and updated information, replacing any previous updated. I approve the update of my personal information for all of my insurance and long-term saving products with Harel Group and the future usage thereof as part of the said products. <input type="checkbox"/> I approve <input type="checkbox"/> I do not approve Attached hereto is a photocopy of my ID booklet including the details of my updated address. For information – If I do not approve the information update and / or do not attach a photocopy of my ID booklet Harel will use the detailed information hereinabove in relation to the present Claim only. For your information, for the purpose of enhancing and improving the service provided to you by "Harel", the information, mail messages and documents sent to you by the "Harel" Company, will also appear in your "Personal Zone" on the Company's website. | | | |


B Detailed information on the person of contact

| | | | |
|---|------------------|---|-------------------------|
| Last name | Given name | ID number | Relation to the Insured |
| Home telephone | Mobile telephone | Email address. Please note, in order to receive updates by email you must also specify a mobile telephone number for receiving a password.@..... | |
| Street | House No. | Neighborhood | City |
| Postal Zoning Code | | | |
| You may elect the manner of sending the messages to you regarding on the course of processing the claim: <input type="checkbox"/> Israel Postal Service <input type="checkbox"/> Email | | | |
| For your information, the person of contact neither holds power of attorney nor is a legal guardian and serves as | | | |

an additional address to contact the Insured and to receive information regarding the claim, including a listing of my insurance policies with Harel. An Insured who wishes the person of contact to serve as his authorized legal representative, has to deliver a signed power of attorney or a court order appointing a legal guardian.

C Appointment of the Agent to handle the claim


I authorize my Insurance Agent for the Policy, Mr. / Ms. to handle in my name and on my behalf everything pertaining to this claim including serving to "Harel" and receiving from "Harel" in my name and on my behalf, all the correspondence and / or documents related to the Claim including the listing of my insurance policies with Harel that are not necessarily policies where the Insurance Agent whom I am authorizing in this consent is the attending agent, and to serve as my representative for everything and every matter related to this claim.

Date: Given + last name: The Insured's Signature: 

For your information, copies of correspondences and / or documents related to the claim including the listing of your insurance policies (which are not necessarily insurance policies where your Insurance Agent whom you authorize here in your consent is the attending agent), will be delivered anyhow to your Insurance Agent for the Policy.

D Consent to using email

I give my consent to that wherever under the law and / or the policies I have with Harel Group the Company, or anyone on its behalf, is required to deliver to the Insured information and / or a written document, the Company or anyone on its behalf will be allowed to deliver to me such information and / or document by sending an email message to the email address specified by me on this Form, instead of sending the same by the postal service, even if it contains "sensitive information" as defined in the Protection of Privacy Law. Therefore, the ability to open the email will be restricted to me only, using my personal password.

..... 
 Date Last + given name ID number Signature

E Place of residence

| | | | | |
|---|-----------|------------|--------------------|----------|
| <input type="checkbox"/> Home <input type="checkbox"/> Secured housing / home for the elderly <input type="checkbox"/> Nursing-care / geriatric institution | | | | |
| Street | House No. | City | Postal zoning code | P.O. Box |
| Name of institution / home for the elderly / secured housing | | Department | Date of admission | |

Claim Serving Form

"Mushlam" Nursing-Care Policy for Members of Clalit HMO



This form applies to men and women alike.
Please make sure you fill out this Form accurately and completely.

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Name of the Insured

ID number

F Detailed information on the event – detailed course of illness with specification of treatment / hospitalization dates

You may attach additional documents including confirmations form other institutional organizations such as the National Insurance

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.....

.....

G Please specify the names of family physicians and professional / specialist physicians who treat you presently and who treated you previously

| | | |
|---------------------------------|--------------------|--------------------|
| Name of the attending physician | Branch | Name of HMO |
| Name of the physician | Field of expertise | Name of the clinic |
| Name of the physician | Field of expertise | Name of the clinic |
| Name of the physician | Field of expertise | Name of the clinic |

H If you have been treated / followed up by a memory clinic, please specify the names of physicians and name of the institution / clinic

| | |
|-----------------------|--------------------|
| Name of the physician | Name of the clinic |
| Name of the physician | Name of the clinic |

I Please specify the names of hospitals, wards and hospital clinics where you have been treated

| | | |
|----------|---------------|--------------------------|
| Hospital | Ward / clinic | Dates of hospitalization |
| Hospital | Ward / clinic | Dates of hospitalization |
| Hospital | Ward / clinic | Dates of hospitalization |

J List of kindergartens, schools, institutions, clinics, mother and child clinics where the Insured is registered

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.....

We wish to remind you that to allow effective processing of your claim and as far as you have medical documents, statements of opinion by expert physicians including urologists / proctologists / gastroenterologists, letters of release from hospitalization or hospital, results of tests and certifications attesting to your functional or cognitive condition, you may deliver such documents to us.

Claim Serving Form

"Mushlam" Nursing-Care Policy for Members of Clalit HMO



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Name of the Insured


ID number

| | | | |
|---|---|-------------------|--------------------|
| K | <p>In case your claim is approved, please specify bank account for bank transfer Attach a photocopy of a canceled cheque or certification of the Insured's banks account</p> | | |
| Bank: | Branch name: | Branch No.: | Account No.: |
| <p>Payment in a minor's claim: We the undersigned, parents of the minor, request to transfer the insurance benefits for claim number to the joint bank account under our names or, alternatively, to the mother's or father's account no. Under the name (attach a photocopy of cheque or certification of holding a bank account) or alternatively issue a cheque to the name of the mother or the father (attach photocopies of both parents' ID booklets). By signing this document, we certify that upon receiving the insurance benefits as requested hereinabove we and / or anyone on our behalf shall not have any claim and / or contention of any kind against Harel Insurance Company and / or anyone on its behalf regarding the performance of payment for this claim.</p> | | | |
| Name of the parent | ID Number | Signature: | |
| Name of the parent | ID Number | Signature: | |
| <p>In case of a one-time payment to a recognized service supplier and in case of periodic installments of an amount higher than NIS 5,000 – you may apply to us and ask that the payment will be perform directly to such service supplier. Please note! You may also file a claim against the complementary insurance of the HMO and / or another insurance company. In which case, in this claim there will be a refund of the difference between the amount of refund in the complementary insurance of the HMO and / or another insurance company, up to the maximum amount covered under the Policy. You cannot claim a refund for the same amounts from different parties (such as other insurance companies and / or HMOs). Receiving double refunds contradicts the provisions of the law and those of the insurance policy. I undertake to report to Harel Insurance Company Ltd. about any insurance benefit I would receive from any other party for this receipt and I authorize Harel Insurance Company Ltd. to conduct any investigation whatsoever regarding my eligibility for a refund / compensation due to this receipt. If the original receipts are not attached with the Claim Form, please answer the following questions: Were the original receipts served to another party in order to receive a refund? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please deliver a confirmation of the party to which the receipts were served, regarding the level of refund it provided. Do you intend to serve the receipts to another party in order to receive a refund? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | | |

If yes, you must inform both Harel and the other party, in order to avoid payment of double refunds.

L Consent to usage of information and to receive advertisement materials

I give my consent, beyond the requirements of any law or agreement, to the use of this information and the rest of the information about me, that is held or will be held by the companies of Harel Group (Harel Insurance Investments and financial Services Ltd. and affiliated or connected companies thereof), by the companies of Harel Group and / or anyone on their behalf, also for anything and any matter related to the other products and services of Harel group companies (in the fields of insurance, long-term savings and finance) and the marketing thereof, including in order to allow such companies to bring to my attention information on products and services, present to me personally adjusted marketing offers and send advertisement materials (among other things, by fax, email, automatic dialing system or SMS) and also for the purpose of handling claims, information processing and storage, as well as other uses associated with the uses aforementioned and required for the completion thereof, and to do so even by delivering the information to third parties operating in the name and on behalf of Harel Group.

Date: The Insured's signature: 


Anytime in the future, you may give notice on your refusal to receive marketing offers and advertisement materials as aforementioned, using the "Form of Refusal to Receive Advertisement Material" available to you at the Company's website at www.harel-group.co.il, by applying in writing to the following address: Harel House, Section of Health and Abroad Claims, 3 Aba Hillel Street, P.O. Box 1951, Ramat Gan, or by calling telephone number 03-7547777.

M Statute of Limitations Clause

Under provisions of the Insurance Contract Law and your Policy, the expiration period under the Statute of Limitations for serving a claim is a three-year period starting on the date of accordance of the insurance event (to avoid any doubt, as far as the insurance event is of the renewing kind, the three-year count will start each day and for as long as the insurance event is present, regarding that same day). Generally, the serving of a claim does not discontinue the passing of expiration period under the Statute of Limitations, and only the serving of claim in a court of law stops the passing of expiration period. In case of a minor's claim, calculation of the expiration period will exclude the time during which the minor is under the age of eighteen.

O Statement of the Insured and / or his authorized legal representative

I the undersigned hereby state that all the answers hereinabove and hereinafter are correct and full, and I authorize the delivery of information of any type to the person of contact specified hereinabove.

.....
Date Last + given name  Signature

Functional Evaluation Questionnaire



This form applies to men and women alike.
Please make sure you fill out this Form accurately and completely.

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Name of the Insured

ID number

| | | |
|----------|---|--|
| A | In this Section, fill out the Insured's functional condition in accordance with the function settings in the Policy – if a function is comprised of sub-functions, the Insured's inability to independently perform any of the sub-functions is to be marked as his inability to perform the whole function. | |
| | a. Get up from lying in bed to a sitting position and get up from a sitting position to standing up <ul style="list-style-type: none"> ▪ Is the Insured able to independently get up from lying position to a sitting position in bed (including by using accessories)? ▪ Is the Insured able to independently get up from sitting on a bed or on a chair to a standing position (including by using accessories)? Description of the limitation: | <input type="checkbox"/> Able to perform independently <input type="checkbox"/> Unable to perform independently |
| | b. Dressing <ul style="list-style-type: none"> ▪ Is the Insured able to independently dress and undress the upper part of his body? ▪ Is the Insured able to independently dress and undress the lower part of his body? Description of the limitation: | <input type="checkbox"/> Able to perform independently <input type="checkbox"/> Unable to perform independently |
| | c. Bathing <ul style="list-style-type: none"> ▪ Is the Insured able to independently get in and out of the bathtub or the shower? ▪ Is the Insured able to independently wash himself up in a bathtub or a shower while standing or while sitting on a bathing chair? Description of the limitation: | <input type="checkbox"/> Able to perform independently <input type="checkbox"/> Unable to perform independently |
| | d. Bathing <ul style="list-style-type: none"> ▪ Is the Insured able to independently eat and drink including drinking and not eating using a straw, after the food is prepared for the Insured and served to him? Description of the limitation: | <input type="checkbox"/> Able to perform independently <input type="checkbox"/> Unable to perform independently |
| | e. Sphincter control (continence) <ul style="list-style-type: none"> ▪ Is there diagnosis by urologist / proctologist / gastroenterologist or examinations that you underwent? If yes, you may attach such documents ▪ Do you regularly use a stoma, a catheter in the urinal bladder, diapers or absorbers of any type? ▪ Is their diagnosis of low response of the bladder reflected, for example, by urgency or frequency of urination and, due to mobility difficulty, a difficulty not amounting to his inability to independently perform a substantial part of the mobility function, he cannot control his sphincters (incontinence)? If yes, you may | Urine: <input type="checkbox"/> Continence <input type="checkbox"/> Incontinence Intestinal activity: <input type="checkbox"/> Continence <input type="checkbox"/> Incontinence |

| | | |
|--|--|--|
| | <p>attach such documents Description of the limitation:</p> | |
| | <p>f. Mobility</p> <ul style="list-style-type: none"> ▪ Is the Insured able to independently move around, including by using an accessory such as a walking cane or a walker? ▪ Does the Insured suffer from lack of balance or suffer from instability, causing repeated falls that derogate from his ability to independently move from one place to another? If yes, and there is medical or other documentation of the falls, you may attach such documents. <p>Description of the limitation:</p> | <p><input type="checkbox"/> Able to perform independently</p> <p><input type="checkbox"/> Unable to perform independently</p> |
| | <p>g. Mental frailty</p> <ul style="list-style-type: none"> ▪ Does the Insured require supervision during most hours of the day and night due to impairment of his cognitive functioning such as Alzheimer's disease or various forms of dementia? ▪ Does the Insured match the condition of mental frailty determined by a physician who is a specialist in the said field; For this purpose, "Mental Frailty" – impairment of the Insured's cognitive functioning and decline in his intellectual capacity that includes impairment in comprehension and comprehension, decline in long or short term memory and disorientation in time and place, requiring supervision during most hours of the day and night according to a determination made by a physician who is a specialist in the said field, the cause of which is a health condition such as Alzheimer's disease or various forms of dementia. If yes, you may attach such documents. <p>Description of the limitation:</p> | <p><input type="checkbox"/> Match the settings of Mental frailty</p> <p><input type="checkbox"/> Does not match the settings of Mental frailty</p> |

We wish to remind you that to allow effective processing of your claim and as far as you have medical documents, statements of opinion by expert physicians including urologists / proctologists / gastroenterologists, letters of release from hospitalization or hospital, results of tests and certifications attesting to your functional or cognitive condition, you may deliver such documents to us.

Medical Information Request and Waiver of Confidentiality Form



This form applies to men and women alike.
Please make sure you fill out this Form accurately and completely.

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- Computerized response to ascertain document delivery: 1 – 700 – 702 – 870. Service is available 24 hours after sending this Form by email or by fax.

| A Detailed information on the Insured | | | | |
|--|------------|-----------|--------------------|----------------|
| Last name | Given name | ID Number | | Name of father |
| Street | Number | City | Postal zoning code | Telephone |
| <p>I, the undersigned (in the event of a minor, fill out his detailed personal information), hereby grant permission to any medical employee and / or medical institution (including HMO) and / or the Mor Institute and / or the Medical Institute of Traffic Safety and / or The Public Health Association and / or any employee of the National Insurance Institute and / or any employee in the social and / or long-term nursing care sector and / or the Israel Prison Service and / or the IDF authorities and / or the Ministry of Defense (on its various branches, medical committees and / or the Mivtahim Fund), and / or the Mental Health Center and / or mental health hospital and / or mental health clinics, and / or the Association for Public Health Services – Nursing Care, and / or the Ministry of Education, and / or the Ministry of the Interior, and / or the Ministry of Welfare and / or the Population Administration and / or the Employment Service and / or the Psychological Service and / or the Ministry of Health and / or genetic institute and / or fertility institute and / or the Israel Tax Authority and / or any other person (hereinafter - the "Service Providers"), to provide Harel Insurance Company Ltd. and / or anyone acting on its behalf (hereinafter: The "Applicants"), all the documents and particulars in their possession or held by anyone on their behalf, without exception, and in the manner required by the Applicants (in writing or orally), which relate to my health and / or psychiatric and / or psychological and / or social conditions and / or my situation in the field of nursing care and / or rehabilitation and / or my academic achievements and / or any disease that I have been suffering from in the past, or have now, including H.I.V and / or "Tipat Halav" [<i>mother and child clinic</i>] sheet, and including treatments, tests and diagnoses. I also give permission to each of the insurance companies and to the "Pool" - the Compulsory Vehicle Insurance Database Ltd. - to provide material and / or information relating to insurances and claims of any kind and / or previous and / or later accidents that I had, including the status of the claim, the amount of the settlement and its date of payment, as well as any information regarding my medical condition.</p> <p>I hereby release you and / or any physician of your physicians and / or any of your employees and / or any of your institutions including general and / or psychiatric and / or rehabilitative hospitals and any branch of your institutions and / or any department of the Ministry of Education and / or the Psychological Service and / or the Ministry of Health from the obligation to maintain confidentiality in all matters relating to my health and / or rehabilitation and / or social and / or nursing care and / or mental conditions and / or my academic achievements and I hereby allow you to provide any information from any file that was opened in my name by the Service Providers aforementioned, including the National Insurance Institute, including information or a document on the payments that the National Insurance Institute paid and pays me. I hereby waive this confidentiality towards the Applicants and / or anyone on their behalf, and I will not have any contention or claim of any kind with regard to the delivery of such information to you and / or to anyone on your behalf.</p> | | | | |


This waiver also applies to all the lists of physicians who treated me contained in the databases of all the aforementioned institutions.



In addition, I hereby authorize Harel Insurance Company Ltd. and / or anyone on its behalf to transfer medical information regarding my matters to any of the existing insurance companies and to the insurance consultant of the Insurance Collective (if any).

This request is also valid under the Protection of Privacy Law, 5741-1981, and it applies to any medical or other information found in the databases of all the institutions, including the HMOs and / or their physicians and / or their employees and / or anyone on their behalf and / or the Service Providers specified below.


| | | | |
|---------------------------------|--------|------------------------|---------------------|
| B Additional information | | | |
| Name of HMO | Branch | Member n. | Name of institution |
| Name of previous HMO | | IDF identification no. | |

| | | | |
|--|---------|---------|---------|
| C Names of Service Providers including physicians, institutes, laboratories, schools, kindergartens | | | |
| 1. | 2. | 3. | 4. |
| 5. | 6. | 7. | 8. |

| | |
|----------------------------------|--|
| D The Insured's signature | |
| Given + last name |  The Insured's signature |

| | | | |
|---|----------|---|-------|
| E In case of a ward (in case of a minor ward, attach the guardian's appointment order and a photocopy of the guardian's ID booklet | | | |
| In addition to the foregoing, we state that the gathering of information is done in favor of the ward: | | | |
| Name of parent / guardian: | ID | Signature  | |
| Name of parent / guardian: | ID | Signature  | |

* In case of a minor / ward all guardians under the law must specify their names and sign. If there is a guardian appointment order – attach it.

| | | | |
|--|---|---|--|
| F Signature of a credible witness** | | | |
| Date of filling out the Form | Name of witness to the signing | ID No. of witness to the signing |  Name of credible witness to the signing + stamp with license number |

** Credible witness – Physician / nurse / advocate / social worker / insurance agent (attach a photocopy of the agent's certificate).

What is a nursing care condition that entitles to nursing care allowance?

Under the minimum settings defined in the Supervision Circular 2013-1-5 and subject to provisions of the Supervision Circular 2016-9-9 (effective, for the purpose of this matter, as of September 1, 2016) an Insurance Case shall be defined in accordance with the following minimal standards:

- a. Functional limitation** - declined health and function condition of the Insured, as a result of illness, accident or health impairment, due to which he cannot independently perform a substantial part (at least 50% of the function) of at least a certain number, set forth in the policy, of the following functions:
- 1. Get up and lay down:** An Insured's independent ability to switch from a position of laying down to sitting and to get up from a chair, including from a wheelchair or a bed.
 - 2. Dressing up and undressing:** An Insured's independent ability put on clothing items of any type and to take off the same, including the connecting or putting on of a medical belt or an artificial limb.
 - 3. Take a bath:** An Insured's independent ability to take a bath or a shower, or wash up in any other commonly accepted way, including to get into, and out of, the bath or the shower.
 - 4. Eat and drink:** An Insured's independent ability to feed himself in any manner or by any means except eating using a straw and including drinking with a straw, after the food was prepared for him and served to him.
 - 5. Sphincter control (continence):** An Insured's independent ability to control the intestine activity or the urinal activity; uncontrol (incontinence) of one of these functions means, for example, regular use of a stoma, a catheter in the urinal bladder, diapers or various sorts of observers, will be considered as lack of sphincter control (incontinence).
 - 6. Mobility:** An Insured's independent ability to move from one place to another without the help of others; the use of crutches, walking cane, walker or any other accessory, including mechanical, motoric or electronic accessory that enables the Insured to move independently, will not be considered as impairment to the Insured's independent ability to move around. It is emphasized that the Insured's inability to move around without a wheelchair will be considered as his inability to move around independently. However, if an Insured cannot move around without a wheelchair yet able to move from one place to another using a wheelchair during the Insured period that has ended prior to 7 Tamuz 5777 (July 1, 2017), and during the present insured period his independent ability has changed so that he is unable to move around independently using the wheelchair, he will be regarded as an Insured who cannot move around independently starting from the date on which his independent ability has changed as previously mentioned.
 - 7. Mental frailty** – an Insured's declined health and functioning condition due to "Mental Frailty" determined by a physician who is a specialist in the said field. For the purpose of this matter, "Mental Frailty" – an impairment of the Insured's cognitive functioning and decline in his intellectual capacity, that included impairment of comprehension and judgment, decline in long term and / or short term memory and lack of orientation in place and time, that require supervision during most hours of the day and night according to the determination of a physician who is an expert in the said field, caused by health condition, such as Alzheimer's disease or various forms of dementia.

How is the eligibility to nursing care allowance determined?

Examination of eligibility to receive nursing care allowance is performed based on all of the Insured's medical formation, including documents and medical statements of opinion, information regarding background illnesses and medication treatments that the Insured receives or received, information regarding hospitalizations he underwent etc.

In addition, in a considerable number of cases, the Insured undergoes a functional evaluation (physical / cognitive examination) by a professional on behalf of Harel, whose occupation, among other things, is in the field of functional and / or cognitive evaluations. This examination by the professional will be carried out in coordination with the Insured's family members or persons of contact.

As part of this evaluation, a subject's functional and / or cognitive ability is examined at home, or at a similar facility (such as an institution where the Insured is staying), rather than out of home.

As part of the functional evaluation the professional will examine such parameters as, for example, those included in the Form attached hereto. It should be mentioned that these parameters are brought for exemplification and demonstration only, and may change from time to time.

Rules and tests for determining the eligibility to receive nursing care allowance

1. Functional limitation

As part of the examination whether the Insured's condition entitles him, under the Policy terms, conditions and provisions, to receive nursing care allowance due to functional limitations, the Insured's level of functioning is tested in regard to each one of the functions listed in Section a hereinabove, with distinction between a number of functioning levels, as follows:

1.1 **Independence** – This definition includes conditions in which the help of another person is not required to perform the function and therefore the function is not defined as a function that the Insured cannot perform a substantial part thereof. Under this definition, there are two sub-conditions:

1.1.1 Complete independence (without help) – the Insured does not require any help to perform the function and he performs the same safely within a reasonable time without accessories.

1.1.2 Independence using an instrument – the Insured performs the function without the help of another person, but he is assisted by an instrument.

1.2 **Dependence** – to perform the function the Insured requires another person to supervise, or physical help, since without such assistance the function would not be performed at all. In some of the cases in this category, the Insured will be defined as someone who cannot independently perform a substantial part of the function, as detailed below:

1.2.1 Moderate dependency – the Insured is able to perform more than 50% of the function and therefore he is not defined as someone who cannot perform a substantial part of the function. This functional condition includes the following cases:

1.2.1.1 Supervision or arrangement – to perform the function he requires supervision, motivating or persuasion, but he does not require help or physical contact, or, alternatively, help is required to put in order or arrange the accessories.

1.2.1.2 Minimum physical contact – slight contact help is required to perform the function.

1.3 **Moderate / medium help** – to perform the function he requires more assistance than mere physical contact, but the Insured performs more than 50% of the function and therefore he is not defined as someone who cannot perform a substantial part of the function.

1.4 **High dependency** – the Insured is able to perform less than 50% of the function and therefore he requires much or full assistance, since without such assistance the function would not be performed. In this condition, the Insured is defined as someone who **cannot independently perform a substantial part of the function.**

Based on these tests, a detailed examination of the Insured's ability to independently perform a substantial part of each one of the six functions is carried out, among other things, in the following manners: Sphincter control (continence) – no control over one of the sphincters (urinal or fecal incontinence) will be considered as the Insured's inability to independently perform a substantial part of the function of controlling the sphincters. An insured who, because of low urinal bladder response, exemplified, for instance, by urgency or frequency of urination, and because Mobility Difficulty cannot control his sphincters, will be considered as someone who cannot independently perform a substantial part (at least 50% of the function) of the function of "controlling the sphincters" (continence) as defined in the Nursing Care Circular.

For the purpose of this matter, "Mobility Difficulty" – mobility difficulty that does not reach the level of the Insured being unable to perform a substantial part (at least 50% of the function) of the "Mobility" function as defined in the Nursing Care Circular.

Bathing – the Company considers, for the purpose of examining the Insured's ability to independently perform a substantial part of the function, also the need for assistance in getting into and out of the bathtub / shower. In such case the Company weights the help required for the actual bathing function against the Insured's ability to get into and out of the bathtub / shower.

Get up and lay down – the Insured's ability to perform a substantial part of the function "get up and lay down" is examined.

Mobility – the Insured is defined as someone who cannot perform a substantial part of the function where he cannot independently move in any way without human assistance. An insured who suffers from lack of balance or suffers from instability causing repeated falls that derogate from his independent ability to move from one place to another, will be considered as someone who cannot independently perform a substantial part (at least 50% of the function) of the "Mobility" function as defined in the Nursing Care Circular.

Eating – *[needing the help of]* cutting, preparing and serving the food are not considered as inability to perform a substantial part of the eating function. Need for physical feeding of the Insured will be considered as inability to perform the function.

Dressing - the Company considers, for the purpose of examining the Insured's ability to independently perform a substantial part of the function, also the ability to put on various clothing items. In case of need to put on an artificial limb, the help required for the function of dressing up is weighted with the help required to put on the artificial limb.

2. Mental frailty

As previously mentioned, mental frailty is another condition entitling to receive nursing care allowance (in any case, the Insured will be entitled to benefits for one entitling condition only). Determination regarding a mentally frail Insured will be done only by a physician who is a specialist in the said field, i.e. a geriatrician, a psychiatrist, a psychogeriatrician and / or a neurologist.

In order to make such a decision, the specialist will examine, among other things, the illness history, general impression, medical follow-up and medication treatment.

Claim for an approved period, for a period longer than 3 months

Approval of a periodic claim for additional limited periods beyond the period approved, requires, at the end of the period approved for payment, re-examination of the Insured's medical and functional condition.

During the re-examination of liability and the manner of performance thereof, *[the Company]* considers, among other things, the Insured's medical condition, his age, the information given to the Company by the Insured and the Policy terms and conditions.

Re-examination of eligibility may be performed, among other things, in accordance with the Insured's condition and age by examination of updated medical documents concerning the Insured's medical or functional condition or by examination of the Insured by proper professional functionaries on behalf of Harel.

Towards the end of the eligibility period, Harel will contact you to perform the re-examination of eligibility. As part of such message, you may be required to submit to Harel up-to-date medical documents or to schedule an examination to evaluate your up-to-date functional and medical condition, within the time to be specified in the message.

Failure to submit the documents on time, might lead to discontinuation of, or delay in, insurance benefit payments.

Harel reserves the right to perform re-examination of eligibility as necessary also in cases where the Insured's right was approved for a preset limited period and during such period Harel received information that is different from the information provided by the Insured and / or was known to Harel and it suggests that the Insured may have become not eligible to insurance benefits.

Claim approved for a period of 3 months or less

If a periodic claim is approved for a period of 3 months or less, and the Insured believes that his medical and functional condition justify approval of the claim for additional periods, then, towards the end of the period approved for payment, the Insured should deliver to Harel medical and detailed information on his up-to-date condition.

Harel will examine its liability in accordance with the medical information submitted by the Insured and, as necessary, by way of having the Insured examined by a professional functionary on behalf of the Company.

General Provisions

The provisions hereinabove are within the scope of general principals of settling a nursing care claim, brought here for example and demonstration and the publication thereof does not oblige the Company to act in the exact same manner in a specific case. The Company reserves its right to change these provisions from time to time and adjust them as necessary to each and every specific case including to change and adjust the Functional Evaluation Form attached to this Document of Principals.

It should be noted that in any case, the binding terms and condition regarding anything or any matter are the terms and conditions set forth in the Insured's Insurance Policy and that the eligibility to receive nursing care allowance and receiving the same, are subject to all of the provisions, terms and conditions set forth in the said Policy, including, without limitation, medical exceptions, waiting periods and the other terms and conditions of the Policy.

Name of the Insured

ID

ATTN.

Nursing Care Claims, Harel Insurance Company Ltd. and / or Dikla Insurance Agency, Ltd.

Re: Integrated functional / cognitive evaluation by a physician or a nurse

Physician, nurse – please pay attention, Sections 10 to 13 are to be filled-out by a physician only

* For convenience, this Form uses masculine terms. However, it applies to both women and men alike.

Detailed personal information on the Insured:

Name of the Insured: ID no.: Date of birth:

Examination performed on (date): Place of examination:

Residential address:

Was the examination done in the Insured's native language? What language was used in the examination?

Was another person present at the examination? What is the name of that other person?

Does he speak the Insured's native thong and did he translate the conversation? What is his relation to the Insured?

Did the Insured ask for / approved of the additional person's presence? If the additional person was not present, why?

How was the Insured identified? ID / Passport Driver's license Other document (specify name of the document and whether it includes a photo)

Please pay attention, you are kindly asked to perform cognitive evaluation only in the presence of a representative on behalf of the Insured!

1) **Medical documents that were available to you (if any documents were presented during the appointment, please attach photocopies thereof to the evaluation):**

2) **Medical diagnoses / background illnesses (illness + date of detection):**

3) **Hospitalizations in recent months (date and reason for hospitalization):**

4) **Medications taken regularly:**

Specification:

5) **Anamnesis and history of past illnesses:**

Specification:

Name of the Insured

ID

6) Functional chart (please specify as much as possible in the column of "Function findings" and expressly specify whether the function was exemplified):

| Name of the function | Function findings | | | | | | | | | |
|---|---|---------------------------------|------------------------|---------------------------------------|---------------------------------------|--|--|---------------------------------|---------------------------------|---------------------------------|
| <p>a. Getting up from a position of laying down in bed to sitting and getting up from a sitting position to standing up.</p> <p>i. Is the Insured able to independently get up from a position of laying down to sitting in bed (including by being assisted by an accessory)?</p> <p>ii. Is the Insured able to independently get up from a sitting position in a chair or a bed to a standing position (including by being assisted by an accessory)?</p> | <p>Specification:</p> | | | | | | | | | |
| <p>b. Dressing</p> <p>i. Is the Insured able to independently dress and undress the upper part of his body?</p> <p>ii. Is the Insured able to independently dress and undress the lower part of his body?</p> | <p>Specification:</p> | | | | | | | | | |
| <p>c. Bathing</p> <p>i. Is the Insured able to independently get into and out of the bathtub or shower?</p> <p>ii. Is the Insured able to independently wash himself in a bathtub or a shower while standing or sitting in a bathing chair?</p> | <p>Please fill out a checkmark indicating whether the Insured can or cannot perform independently:</p> <table border="1" data-bbox="815 880 1449 1014"> <thead> <tr> <th data-bbox="815 880 1027 947">Get into and out of</th> <th data-bbox="1031 880 1243 947">Upper part of the Body</th> <th data-bbox="1246 880 1449 947">Lower Part of the body</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 952 1027 981"><input type="checkbox"/> Can</td> <td data-bbox="1031 952 1243 981"><input type="checkbox"/> Can</td> <td data-bbox="1246 952 1449 981"><input type="checkbox"/> Can</td> </tr> <tr> <td data-bbox="815 985 1027 1014"><input type="checkbox"/> Cannot</td> <td data-bbox="1031 985 1243 1014"><input type="checkbox"/> Cannot</td> <td data-bbox="1246 985 1449 1014"><input type="checkbox"/> Cannot</td> </tr> </tbody> </table> <p>Specification:</p> | Get into and out of | Upper part of the Body | Lower Part of the body | <input type="checkbox"/> Can | <input type="checkbox"/> Can | <input type="checkbox"/> Can | <input type="checkbox"/> Cannot | <input type="checkbox"/> Cannot | <input type="checkbox"/> Cannot |
| Get into and out of | Upper part of the Body | Lower Part of the body | | | | | | | | |
| <input type="checkbox"/> Can | <input type="checkbox"/> Can | <input type="checkbox"/> Can | | | | | | | | |
| <input type="checkbox"/> Cannot | <input type="checkbox"/> Cannot | <input type="checkbox"/> Cannot | | | | | | | | |
| <p>d. Eating and drinking</p> <p>Is the Insured able to independently eat and drink including drinking, but not eating, using a straw, after the food was prepared for the Insured and served to him?</p> | <p>Specification:</p> | | | | | | | | | |
| <p>e. Sphincter control (continence)</p> <p>i. Is there a problem of lack of control (incontinence) over one of the sphincters? If the answer to Item i is No, is the following Section true:</p> <p>ii. Does the case fall within the definition of law urinal bladder response and mobility difficulty? This is so if both of the following Sections apply on the same time:</p> <ul style="list-style-type: none"> Is there a diagnosis by a urologist or a urodynamic test result of low response of the urinal bladder demonstrated, for example, by urgency or frequency of urination? Is there mobility difficulty that does not reach the level of the Insured's inability to independently perform a substantial part of the Mobility function, and therefore he is unable to control his sphincters? <p>(If any of the two Sections above is true, please specify dates of diagnoses, name and specialty of the diagnosing physician and what documents and tests were available to you).</p> | <p>Please fill out a checkmark indicating whether the Insured has control or lacks control over the function:</p> <table border="1" data-bbox="815 1359 1449 1462"> <thead> <tr> <th data-bbox="815 1359 1129 1388">Urine</th> <th data-bbox="1133 1359 1449 1388">Intestine function</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 1393 1129 1422"><input type="checkbox"/> Full control</td> <td data-bbox="1133 1393 1449 1422"><input type="checkbox"/> Full control</td> </tr> <tr> <td data-bbox="815 1426 1129 1456"><input type="checkbox"/> Lack of control</td> <td data-bbox="1133 1426 1449 1456"><input type="checkbox"/> Lack of control</td> </tr> </tbody> </table> <p>Specification:</p> | Urine | Intestine function | <input type="checkbox"/> Full control | <input type="checkbox"/> Full control | <input type="checkbox"/> Lack of control | <input type="checkbox"/> Lack of control | | | |
| Urine | Intestine function | | | | | | | | | |
| <input type="checkbox"/> Full control | <input type="checkbox"/> Full control | | | | | | | | | |
| <input type="checkbox"/> Lack of control | <input type="checkbox"/> Lack of control | | | | | | | | | |

| | |
|---|-----------------------|
| <p>f. Mobility</p> <ul style="list-style-type: none"> i. Is the Insured able to independently move around? ii. Does the Insured suffer from lack of balance or suffer from instability that cause repeated falls derogating from his ability to independently move from one place to another? If Yes, is there medical or other documentation of the said falls and what is the medical cause, can these falls be explained by a medical diagnosis? Please refer to the frequency as much as possible? iii. Had the Insured used an accessory (such as a walking cane, a walker), would such accessory solve the problem of instability / lack of balance? | <p>Specification:</p> |
| <p>g. Mental frailty – integrated examination</p> <ul style="list-style-type: none"> i. Does the Insured require supervision during most hours of the day and night due to impairment in his cognitive functioning, such as Alzheimer's disease or various forms of dementia (to be filled-out only by a physician who is a specialist in the field) | <p>Specification:</p> |

Name of the Insured ID

7) In case of cancer, please specify:

Does the Insured receive treatments?

If Yes, please specify the type of treatment: Frequency of treatment:

Treatment started on (date): The course of treatments is expected to be completed on (date):

8) Who is living at home with the Insured?

9) Is the Insured recognized by a known organization (such as the National Insurance, an insurance company as a person in nursing care condition?

Is there a foreigner domestic helper / caregiver or a caregiver on behalf of the National Insurance Institute?

How many weekly hours?

Sections 10 to 13 are to be filled out by a physician only

10) Medical examination:

| | |
|-------------------|--|
| General condition | |
| Respiratory | |
| Head, face | |
| Neck | |
| Heart | |
| Abdomen | |
| Limbs | |
| Skin | |

11) Neurologic and orthopedic examination:

| | |
|-----------------------------------|--|
| Consciousness condition | |
| Rough force - hands | |
| Motion ranges – hands | |
| Muscle tonus – hands | |
| Rough force – legs | |
| Motion ranges – legs | |
| Muscle tonus – legs | |
| Coordination and fine motor skill | |
| Tendon reflexes | |
| Sensation testing | |
| Cranial nerves | |
| Pathologic reflexes | |
| Cerebellum | |
| Back | |
| Neck | |

Additional specification:

12) Cognitive examination – mental frailty (to be filled out by a specialist on the field such as a physician who is a specialist in the field of geriatrics or psychiatry)

Specification

- As far as mental frailty is determined, what is the background of the cognitive impairment and is the condition temporary or perpetual?

Specification:

Name of the Insured

ID

Examination conclusion page

13) Examiner's conclusion, including comment on whether rehabilitation could be expected (physician or nurse):

Specification:

14) Summary functioning table (to be filled out by a physician or a nurse):

| Function | ADL 1 – Is not independent |
|--|-------------------------------|
| A. Getting up from a position of laying down in bed to a position of sitting and getting up from sitting in a chair or bed to a position of standing up | |
| B. Dressing | |
| C. Bathing | |
| D. Eating and drinking | |
| E. Sphincter control (continence) | |
| F. Mobility | |
| Numerical sum of the functional evaluation (Please sum up the number of functions that the Insured cannot independently perform, not including mental frailty) | |
| G. Mental Frailty – integrated examination | |

Detailed information on the examiner (to be filled out by a physician / nurse):

Name: License No.: Examiner's signature and stamp:

Examination start time: Examination end time:

Set of Rules for clarification and settlement of claims and for the handling of public inquiries



In accordance with the provisions of Institutional Bodies Circular 2011-9-5, the Set of Rules for clarifying and settling claims in Harel Insurance Company Ltd. ("Harel") is set forth below. If you would like to receive a copy of this Set of Rules, you may contact Harel's service department at 03-6145555 or print the Set directly from the Company's website (hereinafter: the "Website").

Harel will act in all matters related to the clarification and settlement of claims and the handling of public inquiries according to the provisions of this rules, as detailed below:

A. Settings

In this Set of Rules, the following terms shall have the following definitions:

1. **Day / days** - Business days that do not include Fridays, Saturdays, holiday eves, Israel holidays.
2. **Claim** – A demand of Harel to exercise rights under the terms and conditions of an insurance policy or according to the articles of the pension fund or according to the legal provisions relevant to the exercise of rights as aforementioned.
3. **Plaintiff** - a person who has filed a claim with Harel, with the exception of an institutional body and with the exception of a person who, in the course of his business, paid damage caused to another person and brought a claim against Harel to repay him for the said damage payment.
4. **Expert** - whether an employee of Harel or not, and whether he met the Plaintiff or not, such as an assessor or a medical expert, but excluding a legal advisor and other than a medical committee in a pension fund that operates under the fund's regulations.

B. Applicability

This Set of Rules applies to the following branches of insurance:

1. **Pension insurance** - with respect to disability and death risks only;
2. **Life insurance** - with respect to work disability and death risk only;
3. **Insurance against personal injuries**;
4. **Insurance against illness and hospitalization**, with the exception of dental insurance and excluding health insurance for foreign workers and health insurance intended to provide insurance cover for the foreigner residents in Israel – for the purpose of receiving services directly from the medical service provider and without the involvement of the insurer;
5. **Insurance according to the requirements of the Motor Vehicle Insurance Ordinance (New Version), 5730-1970** (hereinafter: the "Ordinance") motor vehicle insurance - property (self and third party);
6. **Comprehensive household insurance**;
7. **Insurance of baggage, accidents, illnesses and disability on trips abroad.**

*** This Set of Rules shall not apply to claims for payment for self-inflicted damage in motor vehicle insurance - property or comprehensive household insurance, of a plaintiff who owns at least 40 vehicles or apartments and who / which, at the time of entering into the insurance contract has explicitly waives the applicability hereof.

C. Commencement date

This Set of Rules will come into effect on June 1, 2011.

Notwithstanding the foregoing, the commencement date of a Set of Rules regarding insurance, in accordance with the requirements of the Motor Vehicle Insurance Ordinance (New Version), 5730-1970, and third-party insurance as part of comprehensive household insurance, is March 1, 2012.

The Set of Rules shall apply to a claim filed after the dates specified above.

The Set of Rules shall not apply to services provided by a service provider directly to the Insured according to a service letter, if the Insurer is not involved in settling the claim.

D. Documents and information for clarifying a claim

1. Upon receiving an inquiry relating to the filing of a claim against Harel or anyone acting on its behalf, the following documents will be delivered to the Applicant as soon as possible:
 - (1) A copy of this Set of Rules;
 - (2) A document detailing the process of investigating and settling the claim;
 - (3) Instructions regarding the manner of action required of a plaintiff, including information regarding a plaintiff's right to receive indemnification for expenses incurred by him and for which Harel is liable to indemnify him (such as indemnification for actions taken by him to mitigate the damage, indemnification for payment to an expert for an opinion, etc.);
 - (4) Details of the information and documents required of a plaintiff for the purpose of investigating and settling a claim;
 - (5) A Claim Filing Form, if any, and instructions regarding the filling-out thereof;
 - (6) Notice of the expiry period of the claim under the Statute of Limitations.
- You may review the documents listed above on the Website.
2. Harel will give the Plaintiff, as soon as possible, a written notice detailing the documents received by it with the dates these were received, as well as the information and the documents that were requested and have not yet been served by the Plaintiff.
3. If Harel requires additional information and documents from the Plaintiff for the purpose of clarifying the claim, these documents will be required within fourteen (14) business days from the day such necessity became clear.
 - The provisions of this Section shall not apply to a claim litigated in a court of law.

E. Notice regarding the course of investigation of the claim and its results

Harel will give the Plaintiff, within thirty days of the date on which it received all the information and documents required of the Plaintiff in order to investigate the claim and / or from the date on which it received a complete Claim Form as required by it (whichever is later), an update regarding the status of handling the claim. Such update may concern the payment of the claim in whole or in part, a suggestion regarding settlement of the claim, continuation of treatment or discontinuation of handling the claim, or dismissal of the claim.

- The provisions of this Section shall not apply to a claim litigated in a court of law.

F. Payment notice and partial payment notice

1. If a decision is made to pay a claim, the Plaintiff will be given written notice regarding the time of the payment, which will include comments on the following issues or reference to documents addressing these issues and attached to the notice (such as an assessor's report or expert opinion):
 - a) **With respect to a one-time payment** - the cause of the payment, a reasonable and clear breakdown of the method of calculation; the amount of the tax withheld, the manner of its calculation and a description of the provisions of the law according to which it was calculated and withheld, a reference to a pay slip or a reference to an approval from the tax authorities to be attached to the notice; Details of offsetting other payments due to the Plaintiff not from Harel because of circumstances related to that same cause of action and which, according to the policy, the articles of association or the law were offset of the payment; The deductible amount; Details of the offsetting of other sums that come to Harel from the Plaintiff; Details

regarding offsetting advances or amounts not disputed if such were paid; Type and method of indexation; The applicable interest rate and indication of the applicable provisions in the matter; The amount added to the payment in respect of indexation differentials and interest; The amount of the payment in arrears and indication of the applicable provisions regarding the interest collected on account of the arrears; The date on which Harel had all the information and documents required to investigate the claim.

- b) **In respect of a periodic payment** (including annuity) in addition to that stated in Section a), the following will be specified, on the date of the first payment - the amount of the first payment; Payment adjustment mechanism; The first date for which the Plaintiff is entitled to payment; The maximum period for which the Plaintiff is entitled to payments, subject to provisions of the Policy, the regulations of association or the law; Duration of the period until re-examination of entitlement; Rules for re-examination of entitlement during the period of eligibility for payments; Mechanism for extending the eligibility period for payments.
2. If a decision has been made on partial payment of the claim while dismissing part of the claim in respect of the sums required or for some of the causes that were required, the Plaintiff will be given, at the time of the payment, a written notice containing two parts as follows:

The First Part, detailing the components of the payment approved in accordance with the foregoing;

The Second Part, detailing the reasons for the dismissal of part of the claim, as detailed below.

- In any case where a decision is made to pay the claim, there will be no need to send the documents detailed in Section D hereinabove, except for a copy of this Set of Rules.
- In any case in which a claim litigated in a court of law, the provisions of this Section shall apply, *mutatis mutandis*, according to the circumstances of the matter.
- In any case where the parties have agreed on payment as part of a settlement agreement, Harel will be exempt from giving notice under this Section, as of that same date.

G. Notice of settlement

1. Harel will offer the Plaintiff a reasonable settlement suggestion as at the date of the suggestion.
2. If a payment has been agreed within the framework of a settlement agreement, the Plaintiff will be given a written settlement suggestion and given reasonable time to review its terms and conditions.
3. The written settlement suggestion shall include the insurance case, the reasons underlying the settlement, the payment components that are not in dispute, if any, the amount determined in the settlement, the amount payable and the difference between the amount determined in the settlement and the amount payable, if such a gap exists.
4. As long as the Plaintiff has not confirmed the settlement notice, it shall not bind the parties.
 - The provisions of this Section shall not apply in a case where the Plaintiff is represented by an advocate and in a case where the claim is litigated in a court of law.

H. Notice of continued clarification or termination of clarification

1. If Harel requires additional time to investigate the claim, the Plaintiff will be given written notice thereof specifying the reasons for which such additional time is required and the additional information or documents required of the Plaintiff to investigate the claim.
2. A notice of continuation of such a clarification shall be delivered to the Plaintiff at least every ninety days (except in cases under the Ordinance, at which such notice shall be given at least every six months) until payment notice, partial payment notice, dismissal notice or settlement notice, as the case may be, is sent, except in the following cases:

- If the notice of continuation of clarification specified a future date for assessing the damage, in which case there is no need to send a notice regarding the continuation of the clarification until such date, provided that a notice of continuation of clarification is sent at least after one year;
- If the Plaintiff applied to the courts of law;
- If the Plaintiff did not respond after two consecutive notices of continuation of clarification were sent to him, including a demand for information or a document for clarification of the claim, provided that in the last notice to the Plaintiff it was noted that no additional notices would be sent if the requested documents were not received or another response is received.
- The provisions of this Section shall not apply to a claim that is litigated in a court of law

I. Notice of dismissal of a claim

If a decision is reached on a full or partial dismissal of a claim, the Plaintiff will be given written notice thereof.

The reasons for the dismissal shall also include the terms and conditions of the policy or the by-laws, the stipulation or the reservation that were set at the date of joining or at the date of renewal of the insurance cover, or provisions of the law on which the dismissal is based and for which the claim is dismissed.

J. Notification of expiry under the Statute of Limitation

1. Each payment notice, partial payment notice, dismissal notice, and the first notice of continuation of clarification shall include a paragraph with special emphasis indicating the period of expiry of the claim under the Statute of Limitations in accordance with the relevant provisions of the law, and it will be noted that serving the claim to Harel does not stop the passing of the expiry period, and only submitting a claim to a court of law stops the expiry period from elapsing.
2. In addition, any other notice sent to the Plaintiff regarding a claim during the year preceding the expected date of expiry of the claim, shall include such paragraph regarding expiry and the date of occurrence of the Insured event, and it shall state that the passing of expiry period has begun on the date of occurrence of the Insured event.
3. If no paragraph regarding expiry was included in a payment notice, a partial payment notice, a dismissal notice, or the first notice of continuation of clarification sent to the Plaintiff **not** during the year that preceded the expected date of expiry, Harel shall be deemed to have agreed that the period of time between the first date on which it should have given to notice including the and the paragraph regarding expiry and the date on which the notice containing the paragraph regarding expiry was actually given, shall not be counted as part of the expiry period (all this - only for the first time in which such notice was not given as required).
4. If no paragraph regarding expiry was included in a payment notice, a partial payment notice, a dismissal notice, or the first notice of continuation of clarification sent to the Plaintiff during the year that preceded the expected date of expiry, Harel shall be deemed to have agreed that the period of time between the date of sending the first notice on the said year and the date of sending the notice containing the paragraph regarding expiry and the date of expiry, shall not be counted as part of the expiry period (all this - only for the first time in which such notice was not given as required during the year that preceded the date of expiry).
- The provisions of this Section shall not apply to a claim litigated in a court of law.

K. Notice regarding the right to appeal a decision

Any payment notification, partial payment notification, or dismissal notice will include a paragraph with special emphasis on the following Plaintiff's rights:

1. To appeal the decision as well as the way to submit such an appeal, as far as provided in the policy or the articles of association, including the Plaintiff's right to submit an expert's opinion on his behalf.
2. To bring his appeal to the attention of the Supervisor of Public Affairs at Harel, as well as the details of the Supervisor and the manner in which he may be approached.
3. To bring his appeal before other parties, including before a judicial instance or before the Commissioner of the Capital Market, Insurance and Savings at the Ministry of Finance.

- The provisions of this Section shall not apply to a claim litigated in a court of law.

L. Re-examination of eligibility

1. Where Harel serves as a management company, which wishes to re-examine the Plaintiff's entitlement to receive periodic payments, it will act in accordance with the rules as set out for such purpose in the articles of association.
2. Where Harel serves as an insurance company seeking to re-examine the Plaintiff's eligibility to receive periodic payments, it will do so in accordance with reasonable rules which it has determined in such matters.
3. The rules for re-examination of a Plaintiff's entitlement to receive periodic payments shall be delivered to the Plaintiff with the payment notice or the partial payment notice, and will be listed on the website also.
4. If costs are incurred for the purpose of a re-examination as stated above, the Plaintiff will not bear these costs.
5. With respect to claims filed under policies where the commencement date of the insurance period prescribed therein is June 1, 2011 and thereafter - if as a result of a renewed examination as stated above, it becomes clear that the periodic payments paid to the Plaintiff must be reduced or discontinued, the change will be made according to the rules prescribed in the policy or in the articles of association, and in the absence of such terms and conditions prescribed, the Plaintiff will be notified of the change at least thirty days before the date of reduction or discontinuation of payments, but not more than sixty days before the said date, and in any event not before the findings of the examination performed showed that the payments should be reduced or discontinued.
6. A notice of change shall include all the reasons underlying the decision to reduce or discontinue the payment of the periodic payments, and the provisions regarding the notice of dismissal and expert opinion shall apply thereto, *mutatis mutandis*.
7. In any event, the change shall be made only after the Plaintiff has been notified of the intention to reduce or discontinue the payments;
8. For the avoidance of doubt, the foregoing provision does not derogate from Harel's right to demand repayment of amounts paid for in excess prior to of the date of execution of the said change.
9. With regard to policies where the commencement date of the insurance period prescribed therein is prior to June 1, 2011, Harel will attach to the notice of change the rules it has set for the matter of re-examination of eligibility.

M. Clarification of claim with the help of an expert

1. If the clarification of a claim requires the assistance of an expert who meets the Plaintiff or an expert examining the property that is the subject of the claim in order to assess damage caused to such property, in the presence or absence of the Plaintiff, the Plaintiff shall be notified in advance thereof, it shall be clarified to him the role of the expert in connection with clarifying the claim and he will be informed that he has the right to be represented or to consult with an expert on his behalf during the clarification of the claim with the assistance of the expert (all this – except in a case of an investigator in an undercover investigation)
2. An expert as stated above shall not dismiss a claim in whole or in part and shall not suggest a settlement, except in the matter of the scope of the damage, unless he is a Harel employee whose main occupation is the settlement of claims.

N. Expert opinion

1. Any expert opinion on which Harel relies for the settlement of the claim shall be conducted in a professional manner, shall be reasoned, and shall include the name, professional education and the role of the expert, and a list of all the documents relied on by the expert in preparing the opinion.
2. An expert's opinion as stated above shall not relate directly to the Insured's right to receive insurance benefits.
3. Insofar as Harel relies on the opinion of an expert in settling a claim, the opinion will be given to the Plaintiff on the date of delivery of the relevant notice regarding the course of clarification of the claim and its results or regarding a re-examination of the eligibility. A list of all notices and documents will be attached to the opinion provided by the Plaintiff to Harel or to an expert on its behalf for the purpose of writing the opinion, as well as

any additional document on which the opinion is based (the messages and documents as previously mentioned will be submitted to the Plaintiff following his request)

If an expert opinion is confidential under the law, the Plaintiff will be given written notice explaining why it is a confidential opinion.

O. Substitution and rights against third parties

1. Before a claim is filed against a third party under the right of substitution, advance notice in writing shall be given to the Insured within reasonable time.
2. If as part of a substitution claim, a judgment or an arbitration award was issued or a settlement agreement has been signed, the Insured shall be provided with a copy of such judgment, award or agreement within fourteen business days from the date of receiving the judgement or award in Harel or from the signing date of the agreement.
3. If during the clarification of the claim, it was found that the Insured may have a right against the third party, which Harel may sue under the right of substitution, this shall be noted to the Insured in any notice regarding the course of the clarification of the claim and its results or a notice regarding the re-examination of the eligibility.
4. The provisions of this Section shall neither oblige Harel to represent the Insured nor impose upon Harel the obligation to provide advice.

P. Third party claim

1. In any case in which Harel receives a request of a Plaintiff (a third party) for information regarding the very existence of a person's liability insurance policy following a specific case, the information on this matter will be given to the Plaintiff within fourteen business days of the Plaintiff's request.
2. In any event where the Plaintiff demanded the payment of insurance benefits, a notice shall be given to the Insured in writing within seven business days from the date of the demand, stating that if the Insured would not inform Harel of his objection to payment of the compensation within thirty days, the third party shall be paid the insurance benefits that Harel owes to the Insured as far as Harel is liable to make such payments.
3. Harel will act to clarify its liability towards the Insured according to the periods and dates stipulated in the Set of Rules.
4. If Harel finds that there is a liability towards the Insured, and the Insured did not object to the payment of the aforesaid during the said thirty days, whether he notified Harel of his non-objection or his consent, and whether he has not responded at all to Harel, the Plaintiff will be paid the insurance benefits that Harel owes the Insured.
 - The provisions of this Section shall not apply to claims filed under the Ordinance.

Q. Providing answers and handling public inquiries

Harel will respond in writing to any written inquiry of an insured person or a plaintiff, whether sent to the Commissioner of Public Inquiries or to any other functionary in Harel, within a reasonable time in the circumstances of the matter, and in any event not later than thirty days from the date of receiving the inquiry.

R. Providing copies

1. Harel will submit to the Plaintiff, at his request, a copy of the Policy or of the Articles of Association, within fourteen business days from the date of receiving the request.
2. Notwithstanding the above, a third-party Plaintiff may be referred to the policy text available on the Website.
3. Harel will submit to the Plaintiff, at his request, copies of any document signed by the Plaintiff, of any document that was delivered to it by the Plaintiff, or of any document that was received by virtue of the consent of the Plaintiff, within twenty-one business days from the date of receiving the request.

Table of dates and periods set forth in the Circular "Settlement of claims and handling of public inquiries"

| Section in the Circular | The Action | The date or the period set forth in the Circular |
|--------------------------------|--|--|
| 8 (a) (6) | Demand for additional information and documents | 14 business days from the day on which the need for them became apparent. |
| 8 (b) | Notice of the course of clarification of the claim and its results | 30 days from the date on which all the information and documents required of the Plaintiff were received. |
| 8 (f) (b) | Delivery of a notice of continued clarification | Every 90 days from the date of delivery of notice under Section 8 (b). |
| 8 (i) (6) | Delivery of notice of change with respect to reduction or discontinuation of periodic payments | 30 to 60 days prior to the date of reduction or discontinuation of payment. |
| 8 (l) (2) | Submission of a copy of a judgment or agreement | 14 business days from the date of receiving the judgment in the Company or from the date of signing the agreement. |
| 8 (m) (1) | Providing information on the existence of a policy | 14 business days from the date on which the policy is requested. |
| 8 (m) (2) | Notice to the Insured about the demand for third party insurance benefits | 7 business days from the date of the demand. |
| 8 (n) | A written response to a public inquiry | 30 days from the date of receiving a written inquiry. |
| 8 (o) (1) | Delivery of copies of a policy or articles of association | 14 business days from the date of receiving the request. |
| 8 (o) (3) | Transferring copies of any document signed by the Plaintiff | 21 business days from the date of receiving of the request. |