

# NURSING CLAIM

The following forms are in the masculine however, are intended for both women and men.

## What should I do?

Before filing a claim, we request that you ensure that you possess a policy which provides nursing cover. You may be assisted by your insurance agent or access the personal information on the Harel website.

Insofar as you possess nursing cover, you must submit a claim form in respect of the nursing policy together with the following documents by one of the following means:

- Filing an online claim in the Harel website personal section.
- Email address: tvsiud@harel-ins.co.il
- Fax: 03-7348597
- SMS number: 052-3240345
- Postal address: Harel Insurance Company Ltd., Nursing Claims Department, 3 Aba Hillel Street 3, POB 1903, Harel House, Ramat Gan, postal code: 5211801

## What does the Nursing Claim form include and which addenda shall I annex?

In order for us to review your eligibility we request that you complete the claim form including its addenda as follows:

1. The claim form includes personal details, contact details, appointment of a contact person for the claim \*, details regarding medical history and the event for which the claim is filed.  
\*Contact person details - more than one person may be appointed. Please note that the contact person does not possess a legal power of attorney or is a legal guardian and serves only as an additional address to contact the insured and obtain information about the claim. An insured who would like the contact person to serve as an authorized representative on his/her behalf, shall provide a signed power of attorney or court order regarding the appointment of a guardian.  
In the event that a guardian is appointed or a notarized power of attorney exists, same must be annexed.
2. Confidentiality Waiver Form - In order for us to act on your behalf to obtain medical and other documents, you must sign the Confidentiality Waiver Form including the signature of another person corroborating that the signature is yours.  
This form was formulated and approved by most of the entities in the market, therefore completing only part of the form will extend the handling time and a repeated request by us to complete the form properly. Please follow the instructions on the form itself.
3. In addition, we request that you annex a photocopy of a canceled check or an approval regarding a bank account in the name of the insured or his/ her representative in order to perform a bank transfer of the insurance benefits in the event that your eligibility is ascertained.
4. In respect of an insured in nursing condition who resides in a nursing institution, where the stay in the nursing institution affects the extent of compensation under the policy, current monthly receipts should be provided regarding actual payment to the institution for the purpose of realizing the eligibility. Until the receipts are obtained as aforementioned, compensation will be paid as if the insured resides at home. Insofar as receipts are provided retrospectively, the compensation will be adjusted for the period during which the insured was actually in the institution, less the monies paid and all subject to the policy conditions.

In order to streamline handling of your claim and to the extent that you are in possession of medical documents, expert doctor opinions, hospitalization or hospital discharge letters, test results including an opinion by a urologist/ proctologist/ gastroenterologist in the event of diagnosis regarding incontinence, diagnoses and confirmations indicating your functional and/or cognitive condition, you may forward the documents to us.

## What happens next?

You will be notified of any updates of the claim status.

- It is also possible to verify the receipt of documents by means of the computerized answering service at 1-700-702-870. The service is provided 24 hours after this form is sent by email or fax.

## In the event that everything is clear and correct

Upon receipt of the claim documents we shall issue a letter detailing the documents received, and a claim number will be given for further handling.

## In the event that any clarifications or examinations are required on our behalf

In most cases, you will be requested to undergo an examination by a doctor, nurse or expert in the field on our behalf. The examination will be coordinated with you or with the contact person whom you designated on the claim form, in advance and at your availability. Please note that you may have another person present with you during the examination.

We wish to emphasize that after submitting the aforementioned documents, the Company may request additional medical or other documents as required. You will be notified of this in writing.

## Deciding the claim

After receipt of the examination results and all the documents required in order for us to make a decision regarding your compliance with the conditions for eligibility to insurance benefits under the policy conditions, we shall inform you of our decision in writing.



## Claim handling times

Dispatch of the claim form upon the insured's approach to the insurer/agent	Direct approach (telephone/ public reception)	1 business day
	Written approach (post/fax)	5 business days
Telephonic contact by a personal representative	Direct approach (telephone/ public reception)	2 business days after the date of receipt of documents
	Written approach (post/fax)	5 business days after the date of receipt of documents
Opening a claim and contacting relevant entities to obtain all necessary information	2 business days after receipt of documents	
Decision regarding the claims without examination	A decision made based only on documentation	Up to 20 business days after the date of notification regarding receipt of the documents
The company decides that the information is insufficient to make a determination and takes action to obtain a determining functional assessment	Contacting the insured to coordinate an examination	3 business days after a decision is made regarding the need for an examination
	Execution of the examination	3 business days after the examination is scheduled with the insured
	Dispatch of the examination results to the insured and the company	3 business days after execution of the examination
	Decision (confirmation/ rejection) on the claim based on the functional assessment	15 business days after receipt of the assessment by the company
	Correction of a clerical error and/or dispatch for perusal by a deciding supplier	3 business days
	Deciding supplier's opinion	5 business days after dispatch of the company's request
	The insured requests the test results from the company	3 business days

Information regarding additional claims handling times are available in the "table of dates and periods set down in the Claims Settlement and Public Inquiries circular letter," as appearing in the "Rules for claims clarification and settlement and handling public inquiries"

Please note

Filing the claim form shall not extend the prescription period set down by law.

The policy conditions determining eligibility and scope of the insurance benefits are in accordance with the policy conditions at the time of the occurrence of the insured event.

The Harel Group privacy policy is available to you on the Company website.

Yours faithfully,  
Nursing Claims Department  
Harel Insurance Company Ltd.

# NURSING INSURANCE CLAIM FORM

The form is intended for both women and men.  
Please ensure to complete this form accurately and completely.

Life Nursing and Personal Accident Insurance Claims Division  
3 Abba Hillel St., PO Box 1903, Ramat Gan, Postal Code 5211801  
SMS message No. 052-3240345, fax No. 03-7348597, email address: tvsiud@harel-ins.co.il

Dear Insured,

In order to help us handle your claim and provide you with efficient and prompt service, we would be obliged if you would complete most of the details in the claim forms.

In the event that the insured is a minor, one of his/her parents will complete the form, however, it will be signed by both parents.

This form does not constitute recognition of the insured's eligibility to any payment whatsoever.

Computerized response 24h for ensuring receipt of documents: 1-700-702-870. The service is provided 24 hours after this form is sent by e-mail and fax

## A Personal Information

Surname	Name	I.D. No.	Date of birth
Home phone No.	Mobile phone No.	Email address. Please note in order to receive email updates, you must provide a mobile phone number in order to receive a password .....@.....	
All the notices relating to your claim will be sent to your mobile phone number and/or the contact person's mobile number (insofar as you provided details of a contact person). In the event that you wish these notices be sent to your e-mail and/or the contact person's e-mail, please provide the e-mail address details. In the alternative in the event that you wish to receive these notices via Israel post, please mark here <input type="checkbox"/> Israel Post			
The personal details mentioned above are the correct and current details and replace any previous update. I hereby approve updating my personal details in regard to all my long-term insurance and savings products with the Harel Group and that same may be used in the future in the framework of these products. <input type="checkbox"/> Approve <input type="checkbox"/> Not approve Annexed hereto is a copy of an ID including details of my current address. Please note - in the event that I do not approve the update of details and/or fail to attach a copy of the ID, Harel will use the above information only in connection with the current claim. Please note that for the purpose of streamlining and improving the service provided to you by Harel, the information, mail items and documents sent to you by Harel will also appear in your "personal area" on the Company website.			

## B Contact person's details

Surname	Name	I.D. No.	Relation to the insured	
Home phone No.	Mobile phone No.	Email address. Please note in order to receive email updates, you must provide a mobile phone number in order to receive a password .....@.....		
Street	House No.	Neighborhood	Settlement	Postal Code
You may choose the method of dispatch of the notices regarding the claim clarification process: <input type="checkbox"/> Israel Post <input type="checkbox"/> E-mail				
Please note, the contact person does not possess a power of attorney nor is he/she a guardian from a legal aspect and serves only as an additional address for contacting the insured and receiving information in connection with the claim, including details of the policies under which I am covered with Harel. An insured who is interested that the contact person serve as holder of power of attorney, shall provide a signed power of attorney or a Court appointment order in regard to a guardian.				

## C Consent to use email by the insured and/or contact person

I agree that wherever the Harel Group, or whomsoever on its behalf are required - by law and/or the policies which I hold with the Harel Group - to provide me with information and/or written documents the Company or whomsoever on its behalf shall be able to transmit the information and/or documents to me by e-mail at the e-mail address noted in this form, instead of by post, even if it includes "sensitive information" as defined in the Privacy Protection Law. Accordingly, the e-mail will only be opened by means of my personal password.

.....

Date	Name + surname	I.D. No.	Signature
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**D Appointing an agent to handle the claim**

I hereby authorize my policy insurance agent Mr./ Mrs. .... to handle in my name and on my behalf everything connected with this claim, including filing with Harel, and receipt from Harel in my name and on my behalf, any correspondence and/or documents related to the claim, including details of the policies under which I am insured with Harel - which are not necessarily policies handled by the insurance agent empowered herein - and to serve as my representative in all matters and purposes related to this claim.

.....  
 Date Name + surname I.D. No. Signature

Please note that copies of correspondence and/or documents related to the claim, including details of the policies under which you are insured (which are not necessarily handled by your insurance agent, who is empowered herein) shall in any event be sent to your insurance agent.

**E Place of residence**

<input type="checkbox"/> House <input type="checkbox"/> Sheltered housing / retirement home <input type="checkbox"/> Nursing home / Geriatric Institution				
Street	House No.	Neighborhood	Settlement	Postal Code
Name of institution/ nursing home/ sheltered housing			Department	Entry date

**F Event Details - A detailed progression of the illness, indicating treatment / hospitalization dates**

You may attach additional documents, including certificates from other institutional entities such as the National Insurance Institute.

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**G Please note the names of family physicians and professional / expert physicians treating you presently and in the past**

Name of the attending physician	Branch	Health fund name
Doctor`s name	Specialty	Clinic name
Doctor`s name	Specialty	Clinic name

**H Please specify the names of hospitals, wards and clinics where you have been treated**

Hospital	Department/Clinic	Hospitalization dates
Hospital	Department/Clinic	Hospitalization dates

**I List of memory clinics, institutions and clinics. In respect of a claim by a minor: List of schools and infant clinics visited by the insured**

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We wish to remind you that in order to streamline the handling of the claim, insofar as you are in possession of medical documents, opinions by medical experts including urologists/ proctologists/ gastroenterologists, hospital documents or discharge letters, test results, diagnoses and confirmations indicating your functional or cognitive status, you may send us these documents.


**J If your claim is approved, please provide details of an account for a bank transfer**


Please attach a photocopy of a canceled check or confirmation regarding management of the insured's bank account

Bank	Branch name	Branch No.	Account No.
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Payment in regard to a claim by a minor: we the undersigned, the minor's parents request that the insurance benefits in respect of claim number ..... be transferred to the joint bank account in our name ..... or alternatively to the mother's or father's account No. .... in the name of ..... (a photocopy of a check or bank account confirmation must be attached) or alternatively that a check be issued in the name of the mother or father (please attach a photocopy of both parents' ID cards).

By signing this document, we hereby confirm that upon receipt of the insurance benefits as requested above, we and/or whomsoever on our behalf shall not have any claim and/or allegation of any type whatsoever against Harel Insurance Company Ltd. and/or whomsoever on its behalf in regard to execution of payment in respect of this claim.

Parent's Name	I.D. No.	Signature 
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Parent's Name	I.D. No.	Signature 
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**Indemnification policies:**

In the event of a one-time payment to a recognized service provider and in the event of periodic payments in the future, in a total sum exceeding NIS 5,000 - you may contact us and request that the payment be made directly to the service provider as aforementioned. Please note! It is also possible to file a claim against the health fund supplementary insurance and/or another insurance company. In such instance, the difference between the reimbursement sum provided by the Health Fund supplementary insurance and/or the other insurance company will be refunded in this claim, up to the sum covered under the policy. Reimbursement cannot be claimed for the same sums from different entities (such as other insurance companies or health funds). Receipt of double reimbursement is contrary to the provisions of the law and the insurance policy.

I hereby undertake to report to Harel Insurance Company of any financial benefit which I receive from any other entity in respect of this receipt and I hereby permit Harel Insurance Company Ltd. to conduct any examination regarding my eligibility for reimbursement / compensation in respect of this receipt.

Insofar as original receipts are not attached to the claim form, the following questions must be answered:

Were the original receipts submitted to another entity for reimbursement?  Yes  No

If so, please provide confirmation by the entity to which the receipts were submitted, regarding the extent of the refund provided by it.

Do you intend submitting the receipts to another entity for reimbursement?  Yes  No

If so, you must inform Harel and the additional entity in order to prevent double payments.

**K Consent regarding use of information and receipt of advertising items**

I agree, in addition to whatsoever obliged by law or agreement, that this information and other information about me, which is or will be held by the companies in the Harel Group (Harel Investments in Insurance and Financial Services Ltd. and subsidiaries and/or affiliated companies) will be used by the companies in the Harel Group. and/or whomsoever on their behalf, also in any matter connected to other products and services provided by the companies in the Harel Group (in the sphere of insurance, long-term savings and finances), and their marketing, including in order to enable these companies to inform me about products and services, offer me personalized marketing proposals and dispatch of advertising items (inter alia, by fax, e-mail, automated dialing system or short message (SMS) ), and for the purpose of handling claims, processing and storage of data, and for other uses and ancillary to the aforementioned uses in order to complete same, this even by transferring the information to third parties operating on behalf of and in the name of the Harel Group.

.....  
Date  .....

Date Insured's signature

You may, at any time in the future, give notice of your refusal to accept such marketing offers and advertising items by means of the "Refusal to Receive Advertising Items Form" available to you on the Company website at [www.harel-group.co.il](http://www.harel-group.co.il), by writing to: Harel House, Health and Overseas Claims Division, 3 Abba Hillel, PO Box 1951, Ramat-Gan 5211802, or by telephone to 03-7547777.

**L Prescription paragraph**

In accordance with the provisions of the insurance contract law and your policy, the prescription period for filing a claim is a three-years, beginning on the date of the occurrence of the insured event. (In order to obviate any doubt, insofar as the insured event case is of a renewable nature, the count of the 3 years shall commence daily as long as the insured event exists, in regard to such day). In general, filing the claim with the company shall not stop the prescription race and only filing a claim in court shall stops the prescription race.

If the event of a claim by a minor, calculation of the prescription period shall not begin before the plaintiff has reached the age of eighteen.

**M Declaration by the insured and/or his/her representative**

I, the undersigned, hereby declare that all the responses above and hereunder are correct and complete and I hereby authorize provision of information of any type to the aforementioned contact person.

.....  
Date Name + surname  .....

Date Name + surname Signature

# Request for medical information and Confidentiality Waiver Form

The form is intended for both women and men.

Please be sure to complete this form accurately and completely.

Harel Insurance Company Ltd., Nursing Insurance Claims Department, 3 Abba Hillel, PO Box 1903, Harel House, Ramat Gan, Postal Code 521 1801  
SMS message number (052-3240345), fax number: 03-7348597; Email address: tvsiud@harel-ins.co.il

- In order to ascertain whether Harel has received the documents, it is possible to contact the computerized response system at 1-700-702-870. The service is provided 24 hours after this form is sent by electronic means.

## A Insured's details

Surname	Name	I.D. No.	Father's name	
Street	No.	City	Postal Code	Tel

I, the undersigned (in the event of a minor, please enter his/her details), hereby grant permission to any medical worker and/or medical institution, (including health funds) and/or the Mor Institute and/or the Road Safety Medical Institute and/or Public Health Association and/or any employee of the National Insurance Institute and/or any employee of the social and/or nursing and/or prison services and/or IDF authorities and/or Ministry of Defense (including its various branches, medical committees and/or 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, and/or Ministry of Education, and/or Ministry of Interior, and/or Ministry of Welfare, and/or the Population Administration, and/or Employment Service, and/or Psychological Service and/or Ministry of Health and/or Genetic Institute and/or Fertility Institute and/or the Israel Tax Authority and/or any other person whatsoever (hereinafter the "Service Providers") to provide Harel Insurance Company Ltd. and/or whomsoever on its behalf ..... (hereinafter the "applicants") all documents and details in their possession or the possession of whomsoever on their behalf, without exception, in the manner requested by the applicants (in writing or orally) relating to my health and/or psychiatric and/or psychological and/or social condition and/or my nursing and/or rehabilitative condition and/or my educational achievements and/or any illness which I have previously contracted or presently suffer, including HIV, and/or my infant clinic card, including treatments, tests and diagnoses. I also grant permission to each of the insurance companies as well as to the "Pool" - the compulsory vehicle insurance pool Ltd. - to provide material and/or information relating to insurance and claims of any type and/or previous and/or later accidents which I have been involved in including the status of the claim, settlement sum and date, as well as any information regarding my medical condition. I hereby exempt you and/or any of your physicians and/or any of your employees and/or any your institutions including general and/or psychiatric and/or rehabilitative hospitals and/or any branch of your institutions and/or any division of the Ministry of Education and/or psychological service and/or Ministry of Health, of the duty to observe confidentiality in everything relating to my health and/or rehabilitative and/or social and/or nursing and/or mental condition and/or my academic achievements and hereby permit you to provide any information from any file opened in my name with the service providers above, including the National Insurance Institute, including any information or documents regarding payments which the National Insurance Institute has or is paying me. I hereby waive this confidentiality towards the applicants and/or whomsoever on their behalf, and shall not have any allegation or claim of any type whatsoever in connection with the provision of such information against you and/or whomsoever on your behalf. This waiver shall also apply to all lists of the physicians who have treated me available in the databases of the aforementioned institutions. In addition, I hereby authorize Harel Insurance Company Ltd and/or whomsoever on its behalf to provide medical information in my regard to any of the existing insurance companies and the insurance collective Insurance Council (if at all). This request is shall also apply under the Privacy Protection Law, 5741-1981 as well as to all the medical or other information contained in the databases of all the institutions, including health funds and/or their doctors and/or workers and/or whomsoever on their behalf and/or the service providers specified hereunder.

## B Additional data

Health Fund name	Branch	Member No.	Institution name
Previous Health Fund		IDF I.D. No.	

## C Names of service providers including doctors, institutions, labs, schools, kindergartens



1. ....	5. ....
2. ....	6. ....
3. ....	7. ....
4. ....	8. ....

## D Insured's signature

Name & surname	 Insured's signature
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**E In the event of a dependent individual (in the event of a minor/ dependent individual a guardian appointment order and photocopy of the guardian's ID must be attached.)**

In addition to the aforementioned, we declare that the material is collected for the benefit of the dependent individual:		
Parent/ guardian's name	I.D. No.	Signature 
Parent/ guardian's name	I.D. No.	Signature 

In the event of a minor/ dependent individual the name of all the legal guardians will be noted and signed. In the event that a guardian appointment order exists - it must be attached.

**F Reliable witness signature\*\***

Form completion date	Witness' name	Witness' I.D. No.	Reliable witness' name** Stamp + license No.
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\*\*Reliable witness - doctor / nurse / advocate / social worker / insurance agent (photo of agent certificate must be attached).



# What nursing condition constitutes eligibility for receipt of a nursing benefit?

According to the minimum definition prescribed in Supervisory Circular Letter 2013-1-5, and subject to the provisions of Supervision Circular Letter 2016-9-9 (applicable for this purpose as and from 1.9.2016) an insured event will be defined according to the following minimal standards:

- a. Functional disability - Poor health and functioning condition of the insured as a result of illness, accident or health impairment, as a result of which the insured is unable to independently perform a substantial part (at least 50% of the action), of at least a certain number, as specified in the policy, of the following actions:
1. Getting up and lying down: The insured's independent ability to move from lying down to a seated position and/or getting up from a chair, including performing this action from a wheelchair and/or bed.
  2. Dressing and undressing: The insured's independent ability to dress and/or undress clothing items of any type, including connecting or fitting a medical belt or artificial limb.
  3. Bathing: The insured's independent ability to bathe in a bath, shower in a shower, or in any acceptable manner, including entry and exit actions from the bath or shower.
  4. Eating and drinking: The insured's independent ability to nourish his/her body in any way or manner (including drinking - and not eating - with a straw), after the food has been prepared and served to the insured.
  5. Control of sphincters: The insured's independent ability to control his/her bowel movements and/or urination. Lack of control of one of these activities, which mean e.g. regular use of a stoma or bladder catheter, or regular use of diapers or absorbents of various types, shall be considered lack of control of sphincters.
  6. Mobility: The insured's independent ability to move from place to place. Execution of this activity independently without the help of others, while using crutches and/or a cane and/or walker and/or other accessory - including mechanical, motoric or electronic - shall not be considered impairment of the insured's independent ability to move. However, confinement to bed or wheelchair, without the insured's ability to move it independently, shall be considered inability of the insured to move. It should be emphasized that in the Mushlam Nursing Policy for the members of the Clalit Health Fund, the insured's inability to move without a wheelchair will be considered inability to move independently; however, if the insured has no ability to move without a wheelchair, however, has the ability to independently move with a wheelchair from place to place, in the course of the insurance period ending before 7 days in Tamuz 5777 (1.7.2017), and during the current insurance period, the insured's independent ability has changed in a manner that that the insured cannot independently move with a wheelchair, the insured shall be deemed not to be able to move independently as and from the date his/her independent ability changed, as aforementioned.
- b. Mental fatigue - the insured's poor health and functioning condition due to "mental fatigue" which is determined by a specialist in the field. For this purpose "mental fatigue" - impairment of the insured's cognitive activity and diminished intellectual capacity, including impairment of insight and judgment, diminished long-term and/or short term memory and lack of orientation in place and time, requiring supervision during most hours of the day and night, as determined by a specialist in the field, stemming from a health condition such as: Alzheimer's, or various forms of dementia.

## How is eligibility determined for receipt of a nursing benefit?

Examination of the eligibility to receive a nursing benefit is based on all of the insured's medical information, including medical documents and opinions, information regarding background illnesses and medicinal treatments which the insured receives or received, information about past hospitalizations, etc.

In addition, in a significant part of cases, the insured undergoes a functional assessment (physical/ cognitive examination) by a professional, on behalf of Harel, inter alia, in the field of functional and/or cognitive assessment. This examination by a professional will be carried out in coordination with the insured's family members or contact person.

The assessment will examine the functional and/or cognitive ability of the examinee in the home or similar setting (e.g. the institution where the insured resides) and not outside the home.

As part of the functional assessment, the professional will examine parameters such as the parameters included in the attached form. It should be noted that these parameters are presented for illustration purposes only and may change from time to time.

## The rules and tests for determining eligibility for receipt of a nursing benefit

### 1. Functional limitation

In the framework of the examination whether the insured's condition entitles the insured, in accordance with the policy conditions and provisions, to receive a nursing benefit, due to functional limitation examines the insured's functioning level in regard to each of the actions detailed in paragraph 'a' above, distributed into several functional levels, as follows:

- 1.1. Independence - this definition includes situations where no other person's help is required to perform the action, and therefore the action is not defined as an action which the insured is unable to substantially perform. This definition includes two sub-conditions:
  - 1.1.1. Full Independence (no assistance) - The insured does not require any assistance to perform the action and it can be performed safely in a reasonable time without accessories.
  - 1.1.2. Independence with the aid of a device - the insured performs the action without the assistance of another person, however, while assisted with the aid of a device.
- 1.2. Dependency - In order to perform the action the insured requires another person for supervision or physical assistance, in the absence of which the action would not be performed at all. In some cases which are part of this group, the insured will be defined as unable to independently perform a substantial part of the action, as follows:
  - 1.2.1. Minor dependency - The insured is capable of performing over 50% of the action and is therefore not defined as unable to perform a substantial part of the action. This functioning state includes the following cases:





- 1.2.1.1. Supervision or arrangement - In order to perform the action, supervision, prompting or persuasion are required, however, no assistance or physical contact is required, or alternatively, assistance is required in arranging or organizing accessories.
- 1.2.1.2. Minimal physical contact - Only slight physical contact is required to assist in performing the action.
- 1.3. Moderate/ medium assistance - in order to perform the action greater assistance is required than contact, however, the insured performs more than 50% of the action and therefore is not defined as unable to perform a substantial part of the action.
- 1.4. Great dependency - the insured is able to perform less than 50% of the action and therefore great or full assistance help is required, in the absence of which the action will not be performed. In this condition the insured is defined as being unable to independently perform a substantial part of the action.

On the basis of these tests, an individual examination of the insured's ability to independently perform a substantial part of each of the six activities is performed including inter alia:

Control of sphincters - non- control of one of the sphincter shall be considered inability by the insured to perform a substantial part of the action of independent control of sphincters. An insured who, due to low bladder responsiveness - expressed, for example, in urination urgently or frequently - who due to a difficulty in mobility is unable to control his/her sphincters, will be considered unable to independently perform a substantial part (at least 50% of the action) of the activity "sphincter control" as defined in the nursing circular letter.

For this purpose, "mobility difficulty" - a difficulty in mobility which does not amount to the insured's inability to independently perform a substantial part (at least 50% of the action) of the "mobility" actin as defined in a nursing circular letter.

Bathing - the company takes into account for the purpose of examining the insured's ability to independently perform a substantial part of the operation, including the need for assistance ogetting in and out of a bath/shower. In this case, the company weights-up the assistance required for the actual bathing action with the insured's ability to enter and exit the bath/shower.

Getting up and lying down - the insured's ability to perform a substantial part of the "getting up and lying down" action is assessed.

Mobility - the insured is defined as unable to perform a substantial part of the action when he/she cannot independently move in any way without assistance of another. An insured who suffers from imbalance or who instability causing repeated falls which impair the insured's independent ability to move from place to place, shall be deemed incapable to independently performing a substantial part (at least 50%) of the "mobility" action as defined in the nursing circular letter.

Eating - cutting, preparing and serving food shall not be considered inability to perform a substantial part of the eating action. A need for physical feeding of the insured will be considered inability to perform the action.

Dressing - for the purpose of examining the insured's ability to independently perform a substantial part of the action, the company shall also take into account the ability to put on a variety of clothing items. In the event of a need to attach an artificial limb, the assistance required for the dressing action shall be weighted-up with assistance required to attach the artificial limb.

## 2. Mental fatigue

As aforementioned, mental fatigue is another condition which entitles receipt of a nursing benefit (in any event, the insured will be entitled to benefits in respect of only one entitling condition). The determination of mental fatigue will only be made by a specialist in the field, i.e. a specialist in geriatrics, psychiatry, psychogeriatric specialist and/or neurologist.

For the purpose of this decision, the specialist physician will examine, inter alia, the history of the disease, general impression, medical follow up, and medicinal treatment.

## Claim for an approved period - for a period exceeding 3 months

Approval of a periodic claim for additional defined periods beyond the approved period, shall require - at the end of the period approved for payment - re-examination of the insured's medical and functional condition.

Upon re-examination of the liability and its performance, the insured's medical condition, age, the information provided to the company and the policy conditions shall be taken into account, inter alia.

The re-eligibility examination may be performed, inter alia, in accordance with the insured's condition and age by way of inspection of current medical documents regarding the insured's medical or functional condition, or by having the insured examined by appropriate professionals on behalf of Harel.

Towards the end of the eligibility period, Harel shall approach you for the purpose of conducting the re-eligibility examination. As part of this approach, you may be required to submit to Harel current medical documents or to schedule an examination to assess your current functional and medical condition, in the framework of the times noted in the request.

Failure to provide the requested documents timeously and/or non-cooperation regarding an examination by an appropriate professional determined by Harel in a timely manner may result in termination of payment of insurance benefits or delay in payment thereof.

Harel reserves the right to conduct a re-examination of your eligibility if necessary, even in cases where the insured's eligibility is confirmed for a predetermined period and during the period information is received by Harel which differs from that provided by the insured and/or which was known to Harel and indicates that the insured may have ceased to be eligible for insurance benefits.

## A claim approved for a period of 3 months or less

In the event that a periodic claim is approved for a period of 3 months or less, and the insured believes that his medical and functional condition constitutes a justification for approval the claim for additional periods, towards the end of the period approved for payment the insured shall provide Harel with detailed information about his/her current condition.

Harel will determine its liability in accordance with the medical information provided by the insured and, if necessary, by way of examination of the insured by a professional on behalf of the company.

## General provisions

The above provisions constitute general principles for settling a nursing claim, presented as an example and illustration only and their publication shall not oblige the company to act exactly as noted in a specific case. The Company reserves its right to change and adjust same from time to time as necessary to each individual case.

This includes modifying and adapting the functional evaluation form annexed to this Document of Principles.

It should be noted that in each case the binding conditions, for all intents and purposes, are the conditions set out in the insured's policy, and the eligibility for receipt of a nursing benefit - and its actual receipt - is subject to all the provisions and conditions set down in this policy, including, however, not limited to, medical exceptions, waiting periods, and the other policy provisions.

FUNCTIONAL /  COGNITIVE /

INTEGRATED ASSESSMENT

(Select the appropriate examination)

The form is intended for both women and men.

Please be sure to fill out this form accurately and completely.

To

Nursing Claims Department - Life, Nursing and Personal Accident Division

Doctor/nurse please note, paragraphs 10-12 will be completed only by a doctor

**1 Insured's details including method of identifying the insured, the language used during the assessment and presence of a representative on behalf of the insured**

Insured's name	I.D. No.	Date of birth	
Address: Street	No.	Settlement	Postal Code
Examination performed on	Examination site <input type="checkbox"/> At the insured's home <input type="checkbox"/> Protected housing <input type="checkbox"/> Nursing Institution <input type="checkbox"/> Hospital	Examination performed in the insured's language? <input type="checkbox"/> Yes <input type="checkbox"/> No	
In which language was the examination performed?	Was another person present during the examination?	Other person's name	
Did he/she speak the insured's language and translate? <input type="checkbox"/> Yes <input type="checkbox"/> No	Relationship to the insured?	Did the insured request / confirm the presence of the other person? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If not present, why?	How was the insured identified? <input type="checkbox"/> ID / Passport <input type="checkbox"/> Driving License <input type="checkbox"/> Another document (specify document type and if included a photo)		

**2 Medical documents at your disposal (if documents are presented by the insured during the visit, we request that they be photocopied and attached to the examination summary)**

a. ....

b. ....

c. ....

**3 Medical diagnoses / background illnesses**

Diagnosis date	Illness

**4 Hospitalizations in recent months**

Hospitalization date	Cause and diagnosis

**5 Regularly used medications**

Details .....

.....

.....

**6 Anamnesis and history of past illnesses**

Details.....  
 .....  
 .....

**7 Activity table (As far as possible specify the "activity findings" and explicitly state whether the activity was demonstrated)**

Activity name	Activity findings	Independent/dependent									
<p>a. <b>Sitting up in bed and standing from a seated position</b></p> <p>i. Can the insured independently sit up from a lying position in bed (including by auxiliary means)</p> <p>ii. Can the insured independently stand up from a seated position to a standing position (including by auxiliary means)?</p>	Details..... ..... .....										
<p>b. <b>Dressing</b></p> <p>i. Can the insured independently dress and undress his/her upper body? (shirt)</p> <p>ii. Can the insured independently dress and undress his/her lower body? (pants or skirt)</p>	Details..... ..... .....										
<p>c. <b>Bathing</b></p> <p>i. Can the insured independently bath or shower - standing or sitting on a bathing stool as detailed in this table:</p> <p>ii. Can the insured independently enter and exit the bath or shower?</p>	<p>Note whether the insured is able or unable to perform independently</p> <table border="1" data-bbox="951 792 1350 949"> <thead> <tr> <th data-bbox="951 792 1062 860">Entering/exiting</th> <th data-bbox="1067 792 1211 860">Upper body</th> <th data-bbox="1216 792 1350 860">Lower body</th> </tr> </thead> <tbody> <tr> <td data-bbox="951 866 1062 904"><input type="checkbox"/> able</td> <td data-bbox="1067 866 1211 904"><input type="checkbox"/> able</td> <td data-bbox="1216 866 1350 904"><input type="checkbox"/> able</td> </tr> <tr> <td data-bbox="951 911 1062 949"><input type="checkbox"/> unable</td> <td data-bbox="1067 911 1211 949"><input type="checkbox"/> unable</td> <td data-bbox="1216 911 1350 949"><input type="checkbox"/> unable</td> </tr> </tbody> </table> <p>Details.....                      .....                      .....</p>	Entering/exiting	Upper body	Lower body	<input type="checkbox"/> able	<input type="checkbox"/> able	<input type="checkbox"/> able	<input type="checkbox"/> unable	<input type="checkbox"/> unable	<input type="checkbox"/> unable	
Entering/exiting	Upper body	Lower body									
<input type="checkbox"/> able	<input type="checkbox"/> able	<input type="checkbox"/> able									
<input type="checkbox"/> unable	<input type="checkbox"/> unable	<input type="checkbox"/> unable									
<p>d. <b>Eating and drinking</b></p> <p>i. Including eating and drinking by means of a straw after food is prepared and served to the insured.</p>	Details..... ..... .....										
<p>e. <b>Control over sphincters</b></p> <p>i. Does the insured have control?                      If the answer to paragraph i is no, does the following paragraph apply:</p> <p>ii. Does the insured comply with the definition of low urinary bladder compliance and mobility difficulty?                      If both paragraphs apply jointly:</p> <ul style="list-style-type: none"> <li>■ Is there a diagnosis by a urologist or a urodynamic test regarding low bladder compliance, expressed by e.g. urination urgency or frequency?</li> <li>■ Is there a difficulty in mobility which does not amount to inability to independently perform a significant part of the mobility activity and accordingly has no control over his/her sphincters?</li> </ul> <p>(If one of the two paragraphs applies, detail the diagnosis dates, diagnosing doctor's name and specialty and which documents were at your disposal.)</p>	<table border="1" data-bbox="951 1263 1350 1397"> <thead> <tr> <th data-bbox="951 1263 1102 1301">Urination:</th> <th data-bbox="1107 1263 1350 1301">Bowl movements:</th> </tr> </thead> <tbody> <tr> <td data-bbox="951 1308 1102 1346"><input type="checkbox"/> full control</td> <td data-bbox="1107 1308 1350 1346"><input type="checkbox"/> full control</td> </tr> <tr> <td data-bbox="951 1352 1102 1391"><input type="checkbox"/> no control</td> <td data-bbox="1107 1352 1350 1391"><input type="checkbox"/> no control</td> </tr> </tbody> </table> <p>Details.....                      .....                      .....</p>	Urination:	Bowl movements:	<input type="checkbox"/> full control	<input type="checkbox"/> full control	<input type="checkbox"/> no control	<input type="checkbox"/> no control				
Urination:	Bowl movements:										
<input type="checkbox"/> full control	<input type="checkbox"/> full control										
<input type="checkbox"/> no control	<input type="checkbox"/> no control										
<p>f. <b>Mobility</b></p> <p>i. Can the insured move independently?</p> <p>ii. Does the insured suffer lack of balance or instability causing repeated falls, impairing his/her ability to independently move from place to place? If so, is there medical or other documentation of the falls and the medical cause; can the falls be medically explained? If so, please refer to the frequency.</p> <p>iii. Does the insured possess an accessory (e.g. cane, walker) does the accessory resolve the instability/ lack of balance?</p>											

**8 In the event of a diagnosis of cancer, please specify:**

Is the insured receiving treatment:  Yes  No  
If so, specify the type of treatment: .....  
Treatment frequency: .....  
Treatment commencement date: .....  
Treatment series - expected completion: .....

**9 Who lives with the insured at home and is he/she recognized and receives assistance from another body / institution?**

Detail: .....  
Is the insured recognized as a nursing patient by a recognized entity (e.g. National Insurance Institute, insurance company):  Yes  No  
Is he/she aided by a foreign caregiver/ assistant on behalf of the National Insurance Institute?  Yes  No  
Weekly hours: .....

**SAMPLE**

Name of the insured: .....

Identity No. ....

**10 Physical examination**

General condition	
Respiratory	
Head, face	
Neck	
Heart	
Abdomen	
Limbs	
Skin	

**11 Neurological and orthopedic examination**

Consciousness state	
Gross strength - hands	
Range of movement - hands	
Muscle tonus - hands	
Gross strength - legs	
Range of movement - legs	
Muscle tonus - legs	
Coordination & fine motor skills	
Tendon reflexes	
Sensory test	
Cranial nerves	
Pathological reflexes	
Cerebellum	
Back	
Neck	
Other details:	

**12 Cognitive-mental-fatigue examination (to be completed by a specialist in the field such as a specialist in the sphere of geriatrics or psychiatry)**

Mental fatigue  
Does the insured require supervision during most hours of the day and night due to impaired cognitive activity, e.g. Alzheimer's or various forms of dementia?

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

If mental fatigue is determined, what is the background for the cognitive impairment and is the condition temporary or permanent?

Details:.....

**13 Examiner's summary, including reference to the prospects of rehabilitation, if at all (to be completed by a doctor and/or nurse)**

Details:.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

**Examiner's details: to be completed by (doctor or nurse):**

Name:..... License No.:..... examiner's signature and stamp:.....  
Examination commencement time:..... Examination ending time:..... Examination duration:.....

**SAMPLE**

# SET OF RULES FOR CLAIM CLARIFICATION AND SETTLEMENT AND HANDLING PUBLIC ENQUIRIES

In accordance with the provisions of the Institutional Entity Circular letter 2011-9-5, hereunder a set of rules for clarification and settling claims with Harel Insurance Company Ltd. (hereinafter "Harel").

If you would like to obtain a copy of these rules, you may contact the Harel Service Division at 1-800-55-11-22 or print the rules directly from the Company website (hereinafter the "website").

Harel will act in everything connected with the clarification and settlement of claims and handling public inquiries in accordance with whatsoever appearing in this set of rules, as follows:

## A. Definitions

In this set of rules, the following terms shall have the following definitions:

1. Day/ days - business days excluding Fridays, Saturdays, Holiday eves, Jewish and public holidays.
2. Claim - a demand from Harel for realization of rights in accordance with the insurance policy conditions, pension fund regulations or the relevant provisions of law regarding realization of rights as aforementioned.
3. Plaintiff - anyone who files a claim against Harel, except for an institutional entity and except for anyone who, in the framework of his/her occupation, provides compensation for damage sustained by another and files a claim against Harel to collect the compensation paid as aforementioned.
4. Expert - whether or not an employee of Harel and whether or not he/she met with the plaintiff, such as a surveyor or medical expert, however, excluding legal counsel and except for a pension fund medical committee operating by virtue of the articles.

## B. Application

This set of rules applies to the following branches of insurance:

1. Pension insurance - only in regard to disability and death risks;
2. Life insurance - only in regard to loss of work ability and death risk;
3. Personal accident insurance;
4. Illness and hospitalization insurance, excluding dental insurance and excluding health insurance for foreign workers and health insurance intended to provide insurance cover for foreigners in Israel - for the purpose of obtaining services directly from the medical service provider and without the insurer's involvement;
5. Insurance according to the requirements of the Motor Vehicle Insurance Ordinance (New Version) 5730-1970 (hereinafter the "Ordinance") Motor Vehicle Insurance - Property (personal and third party);
6. Comprehensive apartment insurance;
7. Cargo, accident, illness and hospitalization insurance for travel abroad.

\*\*\*This set of rules shall not apply to claims for payment regarding for self-damage in motor vehicle insurance - property or comprehensive apartment insurance held by a plaintiff who owns at least 40 vehicles or apartments and who explicitly waived contents upon entering the insurance contract.

## C. Inception date

This set of rules shall apply as and from 1/6/2011.

Notwithstanding the aforementioned, the inception of the set of rules regarding insurance under the requirements of the Motor Vehicle Insurance Ordinance (New Version) 5730-1970 and the third party insurance in the framework of Comprehensive Apartment Insurance - 1.3.2012.

The set of rules shall apply to claims filed after the aforementioned dates.

The set of rules shall not apply to services provided directly by a service provider to the insured in accordance with a service letter, if the insurer is not involved in settlement of the claim.

## D. Documents and information for clarification of a claim

1. Upon Harel or whomsoever on its behalf, receiving an application related to filing a claim, the applicant shall receive the following documents as soon as possible:
  - (1) A copy of this set of rules;
  - (2) A document detailing the claim clarification and settlement process;
  - (3) Guidelines regarding how the plaintiff is required to act, including information regarding the plaintiff's right to receive indemnification for expenses incurred by him/her and for which Harel is obliged to provide indemnification (e.g. indemnification for steps taken by him/her to mitigate the damage, indemnification for payments to experts for opinions, etc.)
  - (4) Details of the information and documents required of the plaintiff in order to clarify and settle the claim;
  - (5) A claim filing form, if any - and instructions for completing it;
  - (6) A notice regarding the claim prescription period.
- You may browse the aforementioned documents on the website.
2. Harel shall provide the plaintiff as soon as possible with a written notice detailing the documents received by it together with the date of receipt, as well as the information and documents required which have and not yet been furnished by the plaintiff.
3. In the event that Harel requires additional information and documents from the plaintiff in order to clarify the claim, these documents will be demanded within fourteen (14) business days after it becomes apparent that same are needed.
  - The provisions of this paragraph shall not apply to a claim proceeding in court.





#### **E. Notice regarding the claim clarification process and its outcome**

Harel will provide the plaintiff within thirty days after receipt of all the information and documents required from the plaintiff for clarification of the claim and/or from the date on which it receives a fully completed claim form as required by it (the later of the two), with an update regarding the claim handling status. An update as aforementioned may refer to full or partial payment of the claim, a compromise proposal in the claim, continued handling or discontinuation of handling the claim or rejection of the claim.

- The provisions of this paragraph shall not apply to a claim proceeding in court.

#### **F. Notice regarding payment and notice regarding partial payment**

1. In the event of a decision to pay the claim, the Plaintiff will be notified in writing on the date of payment including reference to the following matters or reference to the documents relating to these matters and which are attached to the notice (e.g. a survey report or expert opinion):

a. In regard to a one-time payment - causes for the payment: reasonable and clear regarding the method of calculation; sum of the damage; sum of tax deducted at source, method of calculation and the provisions of the law used for calculation and deduction, reference to the wage slip or reference to an approval from the tax authorities which will be attached to the notice; details regarding set-off of other payments due to the plaintiff not from Harel due to circumstances related to the same cause of claim, which according to the policy, articles or law have been set-off from the payment; the deductible sum; details regarding set-off of other sums owed to Harel by the plaintiff; details regarding set-off of advance payments or sums which are not in dispute, if paid; the type and method of linkage; the applicable interest and provisions applicable thereto; the sum added to the payment for linkage and interest differentials; the sum of payment which is in arrears and the applicable provisions regarding the interest charged for the arrears; the date when Harel will have all the information and documents needed to clarify the claim.

b. In respect of a periodic payment (including an allowance), upon the first payment date shall detail in addition to whatsoever appearing in paragraph (a) the sum of the first payment; the payment update 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 the provisions of the policy, articles or law; the period until re-examination of the eligibility; the rules for re-examination of eligibility during the payment eligibility period; the mechanism for extending the eligibility period.

2. In the event that a decision is made to provide partial payment of the claim while rejecting part of the claim in respect of sums which were demanded or part of the demanded causes - upon the date of payment the plaintiff shall receive a written notice including two parts as follows:

First part - detailing the components of the payment approved as aforementioned;

Second part - detailing the reasons for rejecting part of the claim, as follows:

- In any event of a decision regarding payment of the claim, dispatch of the documents specified in paragraph D above will not be required, except for a copy of this set of rules.
- In any event of a claim which is adjudicated in court, the provisions of this paragraph shall apply mutatis mutandis, according to the circumstance of the matter.
- In any event where the parties have agreed on payment in the framework of a compromise agreement, Harel shall be exempt from providing a notice under this paragraph as and from that date.

#### **G. Notice in regard to a compromise**

1. Harel shall give the plaintiff a reasonable compromise proposal at the time of the proposal.

2. In the event that payment is agreed in the framework of a compromise arrangement, the plaintiff shall receive a compromise proposal in writing and a reasonable period of time to review its conditions.

3. The written compromise proposal shall include the insured event, the reasons for at the basis of the compromise, the payment components which are not in dispute, if at all, the sum determined in the compromise, the sum payable and the difference between the sum determined in the compromise and the payable sum, if at all.

4. As long as the plaintiff has not approved the compromise notice, it will not binding upon the parties.

- The provisions of this paragraph shall not apply in the event that the plaintiff is represented by a lawyer and in the event that the claim is adjudicated in court.

#### **H. Notice regarding continued clarification or discontinuation of the clarification**

1. If Harel requires additional time to clarify the claim, the plaintiff shall receive a written notice detailing the reasons why additional time is required as aforementioned as well as the additional information or documents required of the plaintiff in order to clarify the claim.

2. A notice regarding continued clarification shall be given to the Plaintiff at least every ninety days (except for claims under the Ordinance, in respect of which a notice will be given as aforementioned, at least every six months) up to dispatch of the payment notice, notice regarding partial, rejection notice or compromise notice, as the case may be, except for the following instances:

- If the notice regarding continued clarification specifies a future date for assessment of the damage and there is no need to send a n regarding continued clarification until the said date, provided that a notice regarding continued clarification is sent at least after one year;
- If the plaintiff applies to court;
- If the plaintiff does not respond after two consecutive notices are sent to him/her regarding continued clarifying which include a demand for information or a document in order to clarify the claim, provided that the last notice to the plaintiff notes that no further notices would be sent if the required documents were not received or until another response is received.
- The provisions of this paragraph shall not apply to a claim proceeding in court.

#### **I. Notice regarding rejection of a claim**

If a decision is made regarding full or partial rejection of the claim, the Plaintiff will receive a written notice thereof.

The reasons for rejection shall also include the conditions of the policy or articles, the stipulation or exclusion set down on the date of joining or date of renewal of the insurance cover, or the provision of the law which serve as the basis for rejection.

#### **J. Notice regarding prescription of the claim**

1. Any payment notice, partial payment notice, rejection notice and first notice regarding further clarification, shall include a paragraph which especially emphasizes the claim prescription period in accordance with the relevant provisions of the law, and it shall note that filing the claim to Harel shall not stop the prescription race and that only filing a claim in court shall stop the prescription race.
2. In addition, any other notice sent to the plaintiff regarding a claim during the year preceding the expected prescription date of the claim shall include a paragraph regarding prescription and the date of the insured event, stating that the prescription race began on the date of the insured event.
3. If a paragraph regarding prescription is not included in the payment notice, partial payment notice, rejection notice or first notice regarding further clarification - sent to the plaintiff not during the year preceding the anticipated prescription date - Harel shall be deemed to have agreed that the period between the first date on which it should have given the notice including the prescription paragraph and the date when the notice including the prescription paragraph was actually given - shall not be included in the prescription period (all this - only in respect of the first time when the notice was not delivered as required).
4. If a paragraph regarding prescription is not included in the payment notice, partial payment notice, rejection notice or first notice regarding further clarification - sent to the plaintiff during the year preceding the anticipated prescription date - Harel shall be deemed to have agreed that the period between the date of dispatch of the first notice during the said year and the date when the notice including the prescription paragraph and the prescription date was actually given - shall not be included in the prescription period (and this - only in respect of the first time when the notice was not delivered as
  - The provisions of this paragraph shall not apply to a claim proceeding in court.

#### **K. Notice regarding the right to submit a reservation in regard to a decision**

Any payment notice, notice of partial payment or rejection notice shall include a paragraph especially emphasizing, the plaintiff's following rights:

1. To submit a reservation in regard to a decision and the method of submitting a reservation or if provided in the policy or the articles, including the plaintiff's right to file an expert opinion on his behalf.
2. To present his/her reservation to the Harel Ombudsman including the details of the Ombudsman and the manner in which he/she can be contacted.
3. To present the reservation to other entities, including any judicial body or the Commissioner of Capital Markets, Insurance, and Savings with the Ministry of Finance.
  - The provisions of this paragraph shall not apply to a claim proceeding in court.

#### **L. Re-examination of eligibility**

1. Where Harel serves as the management company, seeking to re-examine the plaintiff's eligibility to receive periodic payments, it shall act in accordance with the rules laid down in the articles.
2. Where Harel serves as the insurance company seeking to re-examine the plaintiff's eligibility to periodic payments, it shall do so in accordance with reasonable rules set down for this purpose.
3. The rules for re-examination of the plaintiff's eligibility to receive periodic payments shall be delivered to the plaintiff with the payment notice or partial payment notice as shall also be detailed on the website.
4. If costs are required for re-examination as aforementioned, the plaintiff will not bear same.
5. In regard to claims filed by virtue of policies whose insurance period began on 1/6/2011 an onwards - if, as a result of reexamination as aforementioned, it becomes apparent that the periodic payments paid to the plaintiff should be reduced or stopped, the change will be made in accordance with the rules set down for this purpose in the policy or articles. And, in the absence of stipulated conditions, the plaintiff shall receive a notice regarding the change at least thirty days prior to the date of reduction or termination of the payments, however, not more than sixty days before the said date, and in any event not before the findings of the examination show that the payments should be reduced or stopped.
6. A notice regarding change shall include all the reasons underlying the decision to reduce or stop the periodic payments, and it shall be subject to the provisions regarding a rejection notice and expert opinion, mutatis mutandis.
7. In any event, the change shall also be performed after notice is given to the plaintiff regarding the intention to reduce or stop the payments.
8. In order to obviate any doubt, the aforementioned shall not derogate from Harel's right to demand refund of payments made in excess before the date of the aforementioned change.
9. In regard to policies whose inception precedes 1/6/2011, Harel will attach to the notice of change, the rules set down by it for re-examination of eligibility.

#### **M. Clarification of a claim with the assistance of an expert**

1. In the event of the need to be assisted by an expert to clarify a claim, where the expert meets the plaintiff or inspects the property, which is the subject of the claim in order to assess the damages caused to that property, in the presence or absence of the plaintiff, the plaintiff shall receive advance notice in regard thereto. The role of the expert regarding clarification of the claim, shall be clarified to him and he will be informed of his/her right to be represented or to consult with an expert on his behalf during clarification of the claim with the assistance help of an expert (all - unless referring to an investigator in the framework of an undercover investigation).
2. An expert as aforementioned shall not reject the claim in full or in part and shall not propose a compromise except regarding the extent of the damage, relating to a Harel employee, whose main activity claims settlement.

## N. Expert Opinion

1. Any opinion by an expert relied upon by Harel for settling the claim shall be professionally prepared, reasoned, and shall include the name, title, professional education and role of the expert, as well as the list of all documents on which the expert relied in preparing the opinion.
2. The expert opinion as aforementioned will not directly relate to the insured's right to receive insurance benefits.
3. Insofar as Harel relies on an expert opinion in settling a claim, the opinion shall be provided to the plaintiff upon delivery of the relevant notice regarding the claim clarification process and its results or in regard to re-examination of the eligibility. The opinion shall include a list of all the notices and documents submitted by the plaintiff to Harel or the expert on its behalf for compiling the opinion, as well as any additional document on which the opinion is based. (The notices and documents as aforementioned shall be delivered to the plaintiff upon his/her request).

If referring to an expert opinion which is legally confidential, the plaintiff will be provided with a written notice explaining why the opinion is confidential.

## O. Subrogation and third party rights

1. Before a claim is filed against a third party by virtue of the right of subrogation, notice shall be given to the insured in writing, a reasonable time in advance.
2. If, in the framework of a subrogation claim, a judgment, arbitration judgment is given or a settlement agreement is signed, a copy of the judgment or agreement will be transferred to the insured within fourteen business days from date of receipt of the judgment by Harel or the date of signing the agreement.
3. If it becomes clear in the framework of the clarification of a claim that the insured may have rights vis-à-vis a third party, which Harel may claim by virtue of the right of subrogation, this will be noted to the insured in each notice regarding clarification of the claim and its results, or notice regarding re-examination of the eligibility.
4. Nothing in this paragraph shall oblige Harel to represent the insured or impose upon it the duty to provide a consultation.

## P. Claim by a third party

1. In any event where Harel receives a request by a plaintiff (which is a third party) for receipt of information regarding the existence of a liability insurance policy in favor of a certain person following a particular occurrence, the information in this matter shall be given to the plaintiff within fourteen business days of the date of the plaintiff's demand.
2. Wherever insurance benefits are demanded by the plaintiff, no written notice shall be given to the insured within seven business days of the date of the demand in terms of which if he/she fail to give notice of his/her opposition regarding payment of compensation within thirty days, the third party shall be paid insurance benefits which Harel owes the insured, if at all.
3. Harel shall take action to clarify its liability vis-à-vis the insured in accordance with the periods and times specified in the set of rules.
4. If Harel finds that liability exists vis-à-vis the insured, and the insured did not object to the aforementioned payment during the said thirty days, whether notice is given regarding non-objection or of consent, or if no response is given to Harel at all, the insurance benefits which Harel owes to the insured shall be paid to the plaintiff.
  - The provisions of this paragraph shall not apply to claims filed in accordance with the Ordinance.

## Q. Provision of responses and handling public inquiries

Harel will respond in writing to any written request by an insured or plaintiff, whether sent to the Ombudsman or to another official in Harel, within a reasonable time in the circumstances of the matter, and in any event no later than thirty days from the date of receipt of the inquiry.

## R. Provision of copies

1. Harel shall deliver to the plaintiff, at his/her request, a copy of the policy or the articles, within fourteen business days after the date of receipt of the request.
2. Notwithstanding the aforementioned, a plaintiff who is a third party under liability insurance may be referred to the policy form found on the website.
3. Harel shall provide the plaintiff upon request with copies of any document signed by the plaintiff, any document submitted to it by the plaintiff, or any document received by it by virtue of the plaintiff's consent, within twenty-one business days after receipt of the request.

Table of dates and periods set in circular letter "Settlement of claims and handling of public inquiries"

Paragraph in the circular letter	Activity	Date or period set down in the circular letter
8(a)(6)	Demand for additional information and documents	14 business days from the day same are needed
8(b)	Delivery of a notice regarding the claim clarification process and its results	30 days from the day all information and documents required from the plaintiff were received
8(f)(3)	Delivery of a notice regarding continued clarification	Every 90 days from the date of delivery of the notice under paragraph 8(b)
8(i)(6)	Delivery of a change notice regarding reduction or termination of periodic payments	30-60 days before reduction or termination of payment
8(l)(2)	Transfer of a copy of a judgment or agreement	14 business days from the date of receipt of the judgment by the company or the date of signing the agreement
8(m)(1)	Provision of information regarding the existence of a policy	14 business days from the date of the policy being demanded
8(m)(2)	Notice to the insured regarding a demand for insurance benefits by a Third Party	7 business days after the date of the demand
8(n)	Written response to public inquiry	30 days from receipt of the written enquiry
8(o)(1)	Provision of copies of the policy or articles	14 business days from the date of receipt of the request
8(o)(3)	Provision of copies of any document signed by the plaintiff	21 business days from the date of receipt of the request

# SUPPLEMENT TO THE SET OF RULES FOR CLAIM CLARIFICATION AND SETTLEMENT AND HANDLING PUBLIC ENQUIRIES

The form is intended for both men and women

## Rules for re-examination of eligibility

### 1. A claim for an approved period - for a period exceeding 3 months

- a. Approval of a periodic claim for additional defined periods beyond the approved period, shall require - at the end of the period approved for payment - re-examination of the insured's medical and functional condition.
- b. Upon re-examination of the liability and its performance, the insured's medical condition, age, the information provided to the company and the policy conditions shall be taken into account, inter alia.
- c. The re-eligibility examination may be performed, inter alia, in accordance with the insured's condition and age by way of inspection of current medical documents regarding the insured's medical or functional condition, or by having the insured examined by appropriate professionals on behalf of Harel.
- d. Towards the end of the eligibility period, Harel shall approach you for the purpose of conducting the re-eligibility examination. As part of this approach, you may be required to submit to Harel current medical documents or to schedule an examination to assess your current functional and medical condition, in the framework of the times noted in the request.
- e. Failure to provide the requested documents timeously and/or non-cooperation regarding an examination by an appropriate professional determined by Harel in a timely manner may result in termination of payment of insurance benefits or delay in payment thereof.
- f. Harel reserves the right to conduct a re-examination of your eligibility if necessary, even in cases where the insured's eligibility is confirmed for a predetermined period and during the period information is received by Harel which differs from that provided by the insured and/or which was known to Harel and indicates that the insured may have ceased to be eligible for insurance benefits.

### 2. A claim approved for a period of 3 months or less

- a. Approval of a periodic claim for additional defined periods beyond the approved period, shall require - at the end of the period approved for payment - re-examination of the insured's medical and functional condition.
- b. Upon re-examination of the liability and its performance, the insured's medical condition, age, the information provided to the company and the policy conditions shall be taken into account, inter alia.
- c. The re-eligibility examination may be performed, inter alia, in accordance with the insured's condition and age by way of inspection of current medical documents regarding the insured's medical or functional condition, or by having the insured examined by appropriate professionals on behalf of Harel.
- d. Insofar as you believe towards the end of the period for which your claim was approved, that taking into account your medical and functional condition, there is place - according to the conditions of your policy - for approval of the claim for additional periods, you shall transfer to Harel towards the end of the period for which your claim was approved current and detailed medical information regarding your condition at that time.
- e. Harel shall clarify its liability in accordance with the medical information provided by you and if necessary, by way of having you examined by a professional on behalf of the company.