MIGDAL

Good to Have Migdal by Your Side
Migdal Insurance Company Ltd.

Insured name	Identity No.
Policy No. / Plan	**.Claim no**

The form is designed both for men and women
The form must be filled in with a **pen only** and not with a pencil

Instructions for the filling in of Form 764

Instruction page for the filing of a claim in respect of luggage / document recovery

Dear insured,

In any case of filing a claim for luggage / document recovery, it is important to contact the Travel Claims Department abroad at Migdal and follow the instructions below:

In the first level:

You must fill in all the requested details and send us a claim filing form for luggage / document recovery (attached)
To this form must be attached the claim filing form for luggage / document recovery

1. A flight ticket photo or photocopy of the passport that includes the passenger's picture and stamps certifying that he/she left Israel and returned.
2. Original police report from the where and when the event occurred.
3. Purchase receipts in respect of the lost / stolen items.
4. A delay in luggage arrival – if essential items were purchased, please attach original purchase receipts.
5. A delay in luggage arrival/ Loss of luggage/ Damage to luggage- A certificate from the air/sea carrier must be attached
6. If the event occurred while the luggage was under the responsibility of an air / maritime carrier, first you should file a claim with the shipping company / airline, and transfer their response to us shortly after receiving it.
   Please note that this is a pre-requirement in order to continue handling the claim.

What will happen next?

After receiving the form and the relevant documents, your eligibility for insurance coverage, subject to the terms of the policy and its definitions, will be examined.
*If everything is clear and correct - we will examine your eligibility for payment in accordance with the terms of the policy.
* If any clarifications are required - after submitting the documents mentioned above, the company may act to clarify additional details, medical documents and other documents as needed.
* If it turns out that you are not entitled to the payment of insurance benefits according to the terms of the policy, you will be sent a notice detailing the reason why you are not entitled, after we have all the documents and details required to clarify the liability.

How to file a claim:

You can manage your claim through the "Online Claim Filing" service on the company's website at www.migdal.co.il Or through the Tower app on mobile.
The "Online Claim" service allows you to file a claim, upload documents and view the status of the claim handling anytime, anywhere.
Completion of missing documents can also be sent via **SMS** with the word "Claims" to a mobile phone number: **055-7000113**

For more information, you can contact the Claims Center at 03-9201010 on Sundays-Thursdays between the hours of 08:00-16:00.

You can also submit the claim form and the requested documents above in one of the following options:
- **Through the insurance agent**
- **Via Israel Post to the address below for: Travel Claims Abroad.**
- **To an e-mail box :** tviotnesiot@migdal.co.il

For your information, this Form does not constitute an engagement for payment and / or a recognition of the insured's eligibility for any payment and the filing of the claim form does not extend the statute of limitations provided by law.

Thank you for your cooperation
Regards,
Travel claims

(edition 02.2022)

1741

Contact Us

Customer Service **972-3-9201010** | Whatsapp **054-9201028** | Your Insurance Agent | App Store / Google Play | www.migdal.co.il

015407640104220222

P

Migdal Group
Insurance & Finance

Document Code: 540

MIGDAL

Good to Have Migdal by Your Side
Migdal Insurance Company Ltd.

Insured name	Identity No.
Policy No. / Plan	**.Claim no**

The form is designed both for men and women
The form must be filled in with a **pen only** and not with a pencil

Form for the filing of a claim in respect of luggage / document recovery

Form No. **764**

A. Insured's details

Identity No.	Last name	First name	Date of birth	Israeli citizen
				☐ Yes ☐ No

City	Residential address (street)	No.	App. No	P.O.Box	Zip code	Telephone No.

Cellular phone No.	Facsimile No.	E-mail

Policy No. Please make sure you fill it in	Type of policy	HMO
		☐ Clalit ☐ Maccabi ☐ Leumit ☐ Meuhedet ☐ Other _____

B. Options for receiving messages and documents

Please select below the way to contact you, according to the details you mentioned above

☐ **Israel Post**
☐ **Email**
☐ **Fax**

In the absence of a reply, the Company's notices will be sent to you via Israel Post to the address appearing in this form.

Consent for the use of e-mails
I consent with the fact that whenever, pursuant to the Law and / or to the policies I have from Migdal Insurance Company Ltd., the Company, or anyone on its behalf is required to send the insured information and / or a document in writing, the Company or anyone on its behalf may send me the information and / or the document to the e-mail address that I wrote in this Form, instead of sending it via post, although it may include "sensitive information" as per its definition in the Protection of Privacy Act.

Confirmation of sending documents and information to the insurance agent regarding this claim.

☐ Mark and write down the agent's name _____ ☐ Agent number _____

I hereby authorize Migdal Insurance Company Ltd. (hereinafter – "Migdal") to send and / or forward to all the insurance agent whose name is listed and all correspondence and / or documents related to this claim, including medical information in connection with this claim and / or medical information known to Migdal in connection with this claim, and I will not have any claim and / or claim against "Migdal" regarding the transfer of the information and / or documents including the medical information to the insurance agent and / or through him.
If you do not appoint your agent to handle on your behalf a claim under this section, he will not be able to get information related to this claim

	Insured's ★ signature		id number		& name last name		Date

C. Details of travel and event

Date of departure	Date of return	Travel destination (Country)-	Date of the event	Type of event	Place of the event (city and country)
				☐ Loss ☐ Theft ☐ Damage	

Exact and detailed description of the event _____

(edition 02.2022)

1741

MIGDAL

Good to Have Migdal by Your Side
Migdal Insurance Company Ltd.

Insured name	Identity No.
Policy No. / Plan	**.Claim no**

D. Details of the claim components (to be filled in only in the case of luggage)

Item	Purchase price	Date of purchase	Original receipt attached (mark an X)
			☐
			☐
			☐

E. Document recovery (to be filled in only in the case of document recovery)

Type of document	Recovery cost	Date of recovery	Original receipt attached (mark an X)
			☐
			☐
			☐

F. How the claim will be paid

If the claim is approved Payment will be made by bank transfer Or by digital means of your choice.
If your claim for a refund is over NIS 5,000 A photocopy of the check must be attached Or confirmation from the bank of your account information.

For your attention,
If the insured is a minor, It is not possible to transfer funds by digital means
A letter signed by both parents must also be sent Which will specify the method of payment required, And attach a photo ID.

Please mark X in your choice

☐ **Receipt of payment by digital means up to NIS 5,000**

Please mark the desired digital means And fill in the following details

☐ **BiT**

Account holder details

ID number _____ Cellphone number _____

If the payment by digital means does not pass For whatever reason The amount will be deposited in a bank account in your name Please fill in your account information below.

☐ **Payment to the bank account in the name of the person below:**

Name of account owner	Name of the bank	Name of the branch	Branch No.	Account No.

I certify, declare and undertake as follows:

1. All the details that I gave you regarding the aforementioned bank transfer are correct, accurate and checked by me.
2. I hereby declare that the account is under my name and / or is joint for me and my spouse.
3. The aforementioned bank transfer is performed pursuant to my instruction and I am the only one responsible for it.
4. I waive any argument / demand / claim in respect of such aforementioned transfer.
5. I am aware that my consent does not constitute any undertaking by the insurance company to recognize the insurance coverage or the amount of insurance benefits.
6. I confirm the transfer of these details and the amount of insurance benefits to the bank that operates the app for the purpose of payment.
7. Sending a notice on behalf of the bank regarding the payment.
8. Transferring the funds digitally requires the installation of the chosen digital means in your mobile and filling in details as required.

Insured's ★ signature

(edition 02.2022)

1741

MIGDAL

Good to Have Migdal by Your Side
Migdal Insurance Company Ltd.

Insured name	Identity No.
Policy No. / Plan	.Claim no

G. Statement regarding receipts

I the undersigned, hereby confirm that I am aware that the policy for which the claim was filed is an indemnity policy.
As part of this, I am entitled to a full and / or partial refund of everything in accordance with the terms of the policy
In respect of expenses that I incurred and / or payments that I actually paid according to the receipts, a copy of which is attached to this claim (hereinafter "the receipts").
I am aware that I am not entitled to receive a double refund for the said expenses and / or payments and therefore I hereby undertake and declare that I have not filed or will not file in the future any claim and / or demand for payment and / or full or partial refund for receipts from any party and Or a source other than Migdal Insurance Company Ltd. (hereinafter "Migdal"(.
I undertake to compensate and / or compensate Migdal and / or anyone on its behalf immediately upon its request And return to her any amount paid by her in respect of the receipts, if I receive payment from a source and / or other source in respect of and / or in connection with the receipts.

	Insured's ★ signature		id number		& name last name		Date

H. Insured's declaration

I, the undersigned, hereby declare that all the details set forth in this Form are correct, whole and accurate, to the best of my knowledge.

	Insured's ★ signature		Insured's name		Date

(edition 02.2022)

1741

Set of rules for the clarification and settlement of claims and handling of public complaints Migdal Insurance Company Ltd.

1. General

1.1 The following provisions are Migdal Insurance Company Ltd.'s set of rules for the clarification and settlement of claims and the handling of public appeals ("Set of rules").

1.2 The set of rules applies to a claim that will be filed in accordance with a policy in one of the lines of insurance detailed in the Definitions Clause.

1.3 The dates and the periods for the clarification and settlement of claims are relevant for every claim to be filed in accordance with a policy in one of the lines of insurance detailed in the Definitions Clause.

1.4 The set of rules is published on the Company's website at www.migdal.co.il.

2. Definitions

The definitions detailed in the set of rules will have the following meaning:

2.1 The Company – Migdal Insurance Company Ltd., including those acting on its behalf in order to settle claims.

2.2 The Insured – whoever is defined as an insured in the insurance policy purchased from the Company in one of the lines of insurance.

2.3 Lines of insurance: pension insurance – for disability and death risks only; life assurance – for occupational disability and death risks only; insurance for personal accidents; insurance for illnesses and hospitalization, except dental insurance and except health insurance for foreign workers and health insurance designated for providing insurance coverage for foreigners in Israel – regarding receiving services directly from the medical service provider and without the insurer's interference; motorcar insurance – property (self-harm and third party); comprehensive insurance for homeowners; insurance for luggage, accidents, illnesses and hospitalization during travel abroad. This set of rules, except Clause 16 below, shall also apply to the line of CMBI.

2.4 Claim – a request from the Company to exercise rights in accordance with the terms of the insurance policy or to the Law provisions that are relevant to the aforementioned exercise to be submitted to the company.

2.5 The Claimant – whoever filed a claim to the Company, except an institution and except whoever, within the scope of his / her occupation, bettered a damage incurred by another person.

3. Documents and information in claim clarification

3.1 If a person addresses the Company or anyone on its behalf regarding the filing of a claim, (in this paragraph – the application), the Company shall send him / her the documents detailed below, that are relevant to the type of claim, as soon as possible:

3.1.1 The set of rules;

3.1.2 A document detailing the process for the clarification and settlement, including instructions regarding how the claimant must act; These instructions include, inter alia, information regarding the claimant's right to receive indemnification for expenses incurred by him / her, that the Company must indemnify him / her in their respect (such as indemnification due to measures he / she took in order to minimize the damage, indemnification due to

payment to a specialist for an opinion, etc.);

3.1.3 Details about the information and documents requested from the claimant in order to clarify and settle the claim;

3.1.4 A claim filing form, if it exists, and instructions regarding how to fill it in;

3.1.5 A notice regarding the limitation period in accordance with Clause 10 below.

3.2 All the documents specified in Clause 3.1 above shall be published on the Company's website.

3.3 Notwithstanding Clause 3.1, if the claim clarification has ended with a payment notice before the Company has sent the relevant documents, the Company will be exempt from sending the documents detailed in Clauses 3.1.2-3.1.5 above.

3.4 Notwithstanding Clause 3.1, if the applicant has downloaded the aforesaid documents from the Company's website, the Company will be exempt from sending the documents as set forth in Clause 3.1.

3.5 The company will not require from the claimant any information or documents that the reasonable claimant is unable to obtain or is not allowed to obtain, unless the Company has reasonable grounds to assume that the claimant has the information or the documents.

3.6 The Company shall deliver to the claimant, as soon as possible after receiving information or documents related to the claim filed to the Company by him / her or by anyone on his / her behalf, a written notice, stating which document was received, when it was received, and detailing the information and documents required by the Company but not provided yet by the claimant. Such notice may also be sent within a clarification continuation notice in accordance with Clause 9 below,

3.7 Should the Company be of the opinion that it needs additional information and documents from the claimant in order to clarify the claim, the Company shall request these documents no later than 14 business days after the need for these documents arises.

4. Notice regarding the course of claim clarification and its outcome

4.1 The Company must deliver to the claimant, within 30 days after receiving all the information and documents requested from the claimant for the claim clarification or payment, one of the following notices detailed below, as the case may be:

4.1.1 Clarification continuation notice or clarification discontinuation in accordance with Clause 9 below.

4.1.2 Payment notice in accordance with Clause 5 below.

4.1.3 Partial payment notice in accordance with Clause 9 below.

4.1.4 Compromise notice as detailed in Clause 7 below.

4.1.5 Dismissal notice as detailed in Clause 8 below.

4.2 If the Company requested that the claim be filed in writing, via a claim filing form as set forth in Clause 3.1.4 above, the period as stated in section 4 not begin to be counted before the form is received by the Company.

5. Payment notice

If the Company decided to pay the claim – it will provide the claimant, at the time of payment, with a written payment notice that shall include, inter alia, reference to the following issues, should they be relevant, as the case may be:

5.1 With a non-recurring payment

5.1.1 The reason for payment;

5.1.2 A detailed and clear explanation as to how the calculation was made;

5.1.3 The amount of damage;

5.1.4 The amount of tax deducted at source, if such was deducted, the way it was calculated and details about the Law provisions determining how to calculate and deduct tax;
5.1.5 Referral, whenever relevant, to the pay slip or referral to a certificate from the Tax Authorities that will be attached to the notice;
5.1.6 Details regarding the setting off of other payments that the claimant should receive not from the Company, due to circumstances related to the same claim reason, and which were offset from the payment in accordance with the policy or the Law;
5.1.7 The amount of deductible, if it was collected;
5.1.8 Details about other amounts which should have been received by the Company and were set off, if the Company should have received them;
5.1.9 Details regarding the setting off of advance payments or undisputed amounts, if they were paid;
5.1.10 If the Company must pay linkage in accordance with the provisions of the policy or the Law – the type and method of linkage;
5.1.11 If the Company must pay interest in accordance with the provisions of the policy or the Law – the applicable interest rate and the relevant provisions;
5.1.12 If the Company must pay linkage and / or interest in accordance with the provisions of the policy or the Law – the amount that was added to the payment in respect of interest and index linkage differences;
5.1.13 If the Company was late with the payment – the amount in arrears and the provisions that apply to the collection of interest in arrears;
5.1.14 The date upon which the Company had all the information and documents required for the claim clarification.

5.2 Regarding recurring payments (including allowances) the first payment shall detail

5.2.1 The documents specified in Clause 5.1;
5.2.2 The amount of first payment;
5.2.3 The mechanism for payment update;
5.2.4 The first day in respect of which the claimant is entitled for payment;
5.2.5 The maximum length of period in respect of which the claimant is entitled for payments subject to the provisions of the policy or the Law;
5.2.6 The length of period until a re-examination of eligibility;
5.2.7 The rules for the re-examination of eligibility during the period of eligibility for payments;
5.2.8 The mechanism for extending the eligibility period for payments.

6. Partial payment notice

If the Company decided to pay the claim and dismissed part of the claim regarding amounts hat were requested or some claimed reasons – the Company will provide the claimant with a written partial payment notice, including two parts as follows:

6.1 The first part – “payment notice” – this part shall include payment components recognized by the Company, and all the data set forth in Clause 5.1 or 5.2 above, if relevant, as the case may be.

6.2 The second part – “dismissal notice” – this part shall detail the arguments that caused the Company to dismiss part of the claim, as set forth in Clause 8 below.

7. Compromise notice

7.1 The Company shall not offer to the claimant an unreasonable compromise offer at the time it is offered.

7.2 If the Company agrees with the claimant regarding payment within a compromise agreement, the Company shall give a written compromise offer ("compromise offer") to the claimant, and will allow him / her reasonable time to review it.

7.3 The compromise notice shall detail the insurance event, the arguments upon which the compromise is based, the undisputed payment components, if any, the amount set forth in the compromise, the amount to be paid and the difference between the amount set forth in the compromise and the amount to be paid, if there is such a difference.

7.4 As long as the compromise has not been approved by the claimant, it does not bind the parties.

8. Reasoning and notice of rejection

If the Company has decided to dismiss the claim – the Company shall inform the claimant in writing (hereinafter: "the dismissal notice"). The arguments for the dismissal shall also include the terms of the policy, the stipulation or the exclusion set forth when he / she joined the insurance or upon the renewal of insurance coverage, or the provisions of the Law, due to which the claim was dismissed, if the dismissal is based on them.

9. Clarification continuation or discontinuation notice

9.1 If the Company is of the opinion that there is need for more time in order to clarify the claim, it will provide the claimant with a clarification continuation notice in writing, specifying the reasons why it needs additional time in order to clarify the claim ("clarification continuation notice").

9.2 The Company will indicate in the clarification continuation notice any additional information or document required by the claimant to clarify the claim.

9.3 A continuation notice shall be provided to the claimant at least every ninety days and up to sending a payment notice, a partial payment notice, a dismissal notice or compromise notice, as applicable. If the previous notice of clarification continuation and the terms of the policy set a future date for damage assessment, the Company will be exempt from sending further notices continue clarification to the claimant until such time, provided a clarification continuation notice is sent at least once a year.

Notwithstanding the foregoing, with regard to a claim filed in the compulsory vehicle insurance industry, a clarification continuation notice will be sent to the claimant at least every six months.

9.4 The Company shall be exempt from its obligation to send further clarification continuation notices if the claimant has filed legal proceedings or has failed to respond to two subsequent notices which included a request for information or a document for clarification of the claim, provided that in the last notice sent to the claimant, the Company states that it will not send the claimant any further notices if the required documents are not received or until another response is received.

10. Notice regarding the claim's limitation

10.1 A payment notice, a partial payment notice, a dismissal notice, and a first clarification continuation notice - shall include a paragraph which shall specify very clearly the limitation period in accordance with the relevant Law provisions. The Company will also state in those notices that, as a rule, filing a claim with the Company does not stop the race of limitations, and that only filing a lawsuit to the Court stops the race of limitation ("limitation paragraph").

10.2 Any notice sent to the claimant by the Company regarding the claim during the year prior to the expected date of limitation of the claim will include a limitation paragraph, the date of the insurance event and shall also specify that the race of limitation has commenced on the date of the insurance event.

10.3 If the Company does not include a limitation paragraph in its notice in accordance with Clause

10.1 sent to the claimant not during the year preceding the expected date of limitation, the Company will be considered as having agreed that the period between the first date on which it had to deliver a notice with the limitation paragraph and the date on which it actually sent the notice with the limitation paragraph shall not be included in the limitation period. The Company's consent as set forth in this Clause is valid only for the first violation by the Company.

10.4 If the Company does not include a limitation paragraph in the notice in accordance with Clause 10.1 sent to the claimant during the year preceding the expected date of limitation - the Company shall be deemed to have agreed that the period of time between the date of the first notice in the last said year and the date on which the notice that included the limitation paragraph was sent and the date of limitation in accordance with Clause 10.2, shall not be included in the period of limitation. The Company's consent as stated in this Clause is valid only for the first violation by the Company during the year that preceded the date of limitation.

11. Notice regarding the right to disagree with a resolution

The payment notice, the partial notice or the objection notice shall include a paragraph stating clearly the following rights of the claimant:

11.1 To disagree with the resolution and how to express his /her disagreement, if determined by the policy, including the right to provide an opinion by an expert on his / her behalf.

11.2 To express his / her disagreement to the Company's public complaints manager, information about the public complaints manager and how to address him / her.

11.3 To express his /her disagreement with the Company's resolution to other entities, including a law instance or the Commissioner of the Capital Market, Insurance and Savings in the Ministry of Finance.

12. Re-examination of eligibility

12.1 The Company may re-examine a claimant's eligibility for recurring payments, in accordance with the rules set forth in the policy.

12.2 With respect to policies sold prior to the entry into force of this set of rules, the Company may re-examine the claimant's eligibility for recurring payments according to the rules set out below ("the rules for re-examination").

12.3 Upon approval of the claim, the Company will notify the claimant of the period until a re-examination of the eligibility and the information and the documents that the claimant must provide at least thirty days prior to the end of the eligibility period for the re-examination, which constitute a condition for recurring payments in accordance with the policy provisions.

12.4 The Company will also notify the claimant that if all the information and documents required by it for the re-examination of eligibility are not provided, the Company will terminate the recurring payments at the end of the eligibility period. The Company will also specify within the framework of this notice that after receiving the required information, the Company may require the claimant to undergo an examination by an expert on its behalf.

12.5 If the claimant provided the required information up to thirty days before the end of the eligibility period, the Company will examine the claimant's eligibility to continue receiving the recurring payments or any part thereof even after the end of the eligibility period in accordance with the documents submitted to it within thirty days from the date the required information was provided to it ("the date for completion of examination").

12.6 Within fourteen days from the date of completion of the examination, the Company shall send the claimant one of the following notices:

12.6.1 Notice regarding continued recurring payments even after the end of the eligibility period.

12.6.2 Notice regarding a reduction or termination of the recurring payments even after the end of the eligibility period .

12.6.3 Notice of the need to carry out a claimant's examination by an expert. In such a notice, the name of the expert and the date of examination shall be specified ("the expert's examination"). The claimant shall not pay the cost of such expert examination as set forth above. The Company shall specify the role of the expert as stated in Clause 13.1 of this set of rules below.

12.7 Within 14 days from the date of the expert's examination, the Company shall send one of the notices specified in Clauses 12.6.1 – 12.6.3 to this set of rules.

12.8 If the claimant fails to provide all information required by him / her as mentioned in Clause 12.5 above at the times requested or does not undergo the expert's examination as mentioned in Clause 12.6.3 above, the recurring payments will cease at the end of the eligibility period.

12.9 If the claimant completes the required information and / or carries out the examination with an expert at a later date, the Company will send a notice under Clauses 12.6.1 - 12.6.3 as applicable, shortly after completion of the information and / or the performance of such expert examination.

12.10 For the avoidance of doubt, the foregoing paragraph shall not derogate from the Company's right to demand restitution of payments in respect of payments made in excess before the said date.

12.11 For the avoidance of doubt, it is hereby clarified that the foregoing paragraph does not detract from the Company's right to make various inquiries such as examinations, investigations, etc. during the eligibility period and to reduce or terminate the recurring payments in accordance with the provisions of the policy or Law before the end of the eligibility period. If payments as stated in this Clause have been reduced or terminated by the Company, it will send a change notice to the claimant in accordance with the rules set out in the policy. If no such rules have been provided, the claimant will receive a change notice at least thirty days before the reduction or termination of the payment, but not more than sixty days before the said date.

12.12 The rules for re-examination shall be provided to the claimant with the payment notice as stated in Clause 5 or with the partial payment notice as stated in Clause 6 above, and will be published on the Company's website.

13. Clarification of claims with an expert

13.1 To the extent that the Company is assisted by an expert who meets the claimant or by an expert who examines and assesses the claim, in the claimant's presence or absence, in order to clarify the claim, the Company shall notify the claimant in advance, explaining to the claimant the role of the expert in connection with the clarification of the claim, and will inform him / her that he / she has the right to be represented or consulted by an expert on his / her behalf during the clarification. Such notice shall in any case be incorporated in the context of a clarification and settlement procedure document as stated in Clause 3.1.2 above.

13.2 An expert as mentioned in Clause 13.1 above may not dismiss a claim in whole or in part and not offer a compromise, but express his / her opinion only regarding the extent of the damage, unless he is a Company employee and mainly deals with the settlement of claims.

13.3 The provisions of Clause 13.1 shall not apply when the Company is assisted by an investigator in an undercover investigation.

13.4 For the purposes of this Clause 13, "expert" - such as an appraiser, a medical expert, an accountant - whether or not employed of the Company – but except for legal counsel.

14. Expert opinion

14.1 An expert opinion upon which the Company will rely for the purpose of settling the claim, shall be professionally prepared, reasoned, and shall include the name, title, professional education and role of the expert, and a list of all documents on which the expert relied in writing his / her opinion.

14.2 An expert's opinion will not directly refer to the claimant's right to receive insurance benefits.

14.3 If the Company relies on an expert's opinion as part of a claim settlement, the Company shall deliver the opinion to the claimant at the time of the notice regarding the course of the claim clarification and its outcome in accordance with Clause 4, or upon re-examination of eligibility in accordance with Clause 12. The opinion will be accompanied by a list of all notices and documents provided by the claimant to the Company or to the expert on his / her behalf for the purpose of writing the opinion, as well as any other document on which the opinion is based.

14.4 Claimants who wish to receive the notices and documents shall submit to the Company an appropriate request, and such notices and documents shall be delivered to the claimant upon his / her request.

14.5 If the expert's opinion is legally confidential, the Company will provide written notice to the claimant explaining why it is of the opinion that the opinion is confidential.

14.6 Internal consultations that is not considered as an opinion will be recorded in the claim file.

14.7 For the purposes of this section, "expert" - as defined in Clause 13 above.

15. Subrogation and rights towards a third party

15.1 To the extent that the Company decides to sue a third party, by virtue of the right of subrogation, it will notify the insured in writing a reasonable time in advance.

15.2 If a judgement or an arbitration ruling are issued or a settlement agreement is signed as part of subrogation claim - the Company will send a copy of the ruling or of the agreement to the insured within fourteen business days of receipt of the ruling by the Company or the date of signature of the agreement.

15.3 If, during the claim clarification, the Company finds that the insured may be entitled to a right against the third party that the insurance company may claim by virtue of the right of subrogation, the Company shall indicate this to the insured in the notice regarding the course of clarifying the claim and its outcome under Clause 4 or when re-examining eligibility in accordance with Clause 12.

15.4 **For the avoidance of doubt it is hereby clarified that the Company does not represent the insured in the procedure he / she will undertake, if he /she deems appropriate, against a third party and does not undertake to represent him / her in such procedure.**

15.5 **It is further clarified hereby that the Company does not serve as an advisor to the insured in connection with the insured's conduct with the third party in any form, including without prejudice to the generality of the said, any correspondence he / she may have with the third party, contacts with the third party, or a decision regarding the filing of a claim or refusal to file it. The Company wishes to emphasize that if the insured decides to take or not to take any proceedings against the third party, the discretion in connection with the said is the responsibility of the insured and the Company will not bear any damage that could be caused to the insured as a result of his / her conduct vis-a-vis the third party and including and without derogating from the aforesaid filing a claim by the insured or in refraining from filing a claim.**

16. Third party claim

16.1 If the claimant asked the Company to receive information regarding the very existence of a particular person's liability insurance policy following a particular case, the Company will provide the claimant with this information within fourteen business days from the date of the claimant's request.

16.2 If a claimant has demanded insurance benefits from the Company, the Company shall notify the insured in writing within seven business days of the request about claim as aforesaid and that if he / she does not inform it of his objection to the compensation payment within thirty days, it will pay to the third party the insurance benefits that it owes to the claimant, insofar as it owes them.

16.3 The Company will act to clarify its liability to the insured in accordance with the periods and deadlines specified in the set of rules.

16.4 If the Company finds that there is a liability to the insured and the insured did not object to the payment referred to in Clause 16.2 above, during the said thirty days, whether he / she announced his / her objection or consent or did not reply to the Company at all, the Company shall pay insurance benefits to the claimant, insofar as it owes them to the insured in accordance with the provisions of the policy provisions or the Law.

16.5 For this purpose, "claimant" - a claimant who is a third party.

17. Delivering answers and handling public complaints

The Company will respond in writing to any claimant's written request, whether it was sent to the public complaints manager or to any other entity in the Company, within a reasonable deadline under the circumstances, and in any case not later than thirty days after receiving the request.

18. Providing copies

18.1 The Company will deliver to the claimant, **upon written request or contact the Company's Customer Relations Center for the handling of claims**, a copy of the policy, within fourteen business days of receipt of the request.

18.2 Notwithstanding Clause 18.1, the Company may, at its discretion, refer a claimant who is a third party in in a liability insurance claim to the policy wording in relation to which he / she requested information, to the Company's website.

18.3 The Company shall deliver to the claimant, at its request, **which shall be in writing at the Company's offices**, copies of any document which the claimant signed, any document which the claimant gave to the Company, or any document received by the Company by virtue of the claimant's consent, within twenty-one business days from receipt of request.

19. Miscellaneous

19.1 The set of rules is valid with respect to claims filed after June 1st, 2011. With respect to claims under CMBI insurance policies, this set of rules will apply to claims filed after March 1st, 2012.

19.2 This set of rules shall not apply to claims for services rendered directly by a service provider to the insured in accordance with a rider, if the Company is not involved in the claim settlement.

19.3 The provisions of Clauses 5-6 of this set of rules shall apply to a claim that is discussed in Court in accordance with the circumstances of the case, mutatis mutandis.

19.4 The provisions of Clause 7 of this set of rules shall not apply if the claimant is represented by a lawyer. If it was agreed between the Company and such claimant upon a compromise, the Company shall be exempt from the obligation to notify under Clause 4 from that date.

19.5 This set of rules shall not apply to a claim for payment for self-harm in Motor Vehicle Insurance - property or comprehensive housing insurance, of a claimant who, at the time of concluding the insurance contract, expressly waived the application of this Circular; For the purposes of this sub-Clause, "claimant" – anyone who owns at least forty vehicles or apartments.

Appendix – deadlines for the performance of actions in accordance with the Company's set of rules

Clause in the set of rules	The action	The date or period set in the circular	The deadline or period for the types of claims in the set of rules
3.7	A request for additional information and documents	14 business days	14 business days
4	Delivering a notice regarding the claim clarification course and outcome (the days are counted starting from the date the Company has received all the documents sent by the claimant)	30 days	30 days
9.3	Delivering a claim clarification continuation notice Delivering a claim clarification continuation notice in accordance with the Motor Vehicle Insurance Ordinance (1970)	Every 90 days Every 6 months	Every 90 days Every 6 months
12.5	Delivering a change notice regarding the reduction or termination of recurring payments	30-60 days	30-60 days
15.2	Sending a copy or a ruling or an agreement	14 business days	14 business days
16.1	Delivering information regarding the existence of a policy	14 business days	14 business days
16.2	Notifying the insured regarding a request for insurance benefits by a third party	7 days	7 days
17	Written answer to a public complaint	30 days	30 days
18.1	Delivery of copies of a policy or terms	14 business days	14 business days
18.3	Delivery of copies of any document signed by the plaintiff	21 business days	21 business days

Procedure of claim clarification and settlement at Migdal, Migdal Makefet and Yozma

General

- The procedure of claim clarification and settlement is performed in accordance with the rules set forth by the Commissioner of Insurance.
- Migdal Insurance Company Ltd. (hereinafter: "Migdal"), Migdal Makefet Pension and Provident Funds Ltd. (hereinafter: "Migdal Makefet") and Yozma Pension Fund for the Self-Employed Ltd. (hereinafter: "Yozma") invest many resources and efforts in order to make sure the claim clarification process is swift, professional and fair.
- In order to make it easier for you to handle your claim, a number of emphases on how to conduct the claim management process are clarified below.

How to file a claim

1. If a claimant is of the opinion that he / she has incurred a damage that is covered by a policy purchased from Migdal, or that he / she is entitled to rights from Migdal Makefet or Yozma, he / she must inform the Company or the agent representing him / her immediately, and send a claim notification form via:
   1.1 Israeli post to:
   Migdal Insurance Company Ltd., P. o. Box 3063, Kiryat Aryeh, Petach Tikva 4951106.
   Migdal Makefet Pension and Provident Funds Ltd. / Yozma Pension Fund for the Self-Employed Ltd., P. o. Box 3778 Kiryat Aryeh, Petach Tikva 4951106.
   1.2 The Company's website via the following link: http://www.migdal.co.il.
2. The procedure of claim clarification requires the assistance and cooperation of the claimant by providing the necessary documents and information in order to complete the handling. The relevant forms for each type of claim with instructions regarding how to fill in the details and how to file the claim, as well as clarification in the case of doubt regarding the type of claim and the form that should be used, could be obtained in the following ways:
   2.1 The websites of Migdal / Migdal Makefet / Yozma as detailed in sub-Clause 1.2 above.
   2.2 By calling 03-9201010 or in writing, to the address set forth in Clause 1.1.

The documents required for the claim clarification

3. Shortly after receiving the claim, the claimant will receive a notice stating that the claim has been received, details about the documents required for the clarification of the claim and instructions regarding how the claimant should act.
4. During the claim clarification, the Company may address the claimant in order to receive additional information and documents if it is of the opinion that they are required in order to complete the claim clarification, and the Company may act towards obtaining additional information, including from third parties.
5. Notice of the documents and confirmation that they have been received by the Company and documents and / or information requested and not yet received will be provided to the claimant shortly after receipt of such documents and information as stated.
6. Any delay in the provision of requested information or documents that are possessed by the claimant may cause a delay in the claim clarification.

The use of expert services

7. In order to clarify the claim, the Company may use the services of an expert to assess its liability

and / or to assess the damage. Such expert may meet the claimant and may not meet him / her. Furthermore, where it deems appropriate, the Company may conduct a covert investigation to clarify the claim.
For this purpose, "expert" - having expertise in clarifying liability and / or damage assessment such as: an appraiser, a medical expert, an engineer, an investigator, an accountant and the like.

8. The Company wishes to emphasize that such an expert operates on its behalf and at the expense of the Company only. The claimant may, as he / she deems fit, be represented or advised by an expert on his / her behalf during the claim clarification, at his / her own expense.

The use of vehicle accident history database

9. In order to clarify the claim, the Company may query the vehicle for data from the Vehicle Accident History Database operated by the Israel Insurance Union.
10. The data obtained from the database will refer to the vehicle's previous insurers, types of insurance and claims details in the 7 years prior to the event date.
11. The cost of the query will be incurred by the insurance company.

Update regarding the course of the claim

12. During the claim clarification, the Company will send the claimant once every 90 days or 180 days, for claims pursuant to the Motor Vehicle Ordinance – 1970 (CMBI Claims), clarification continuation notices, explaining why a decision has not yet been given regarding the claim, and details, if necessary, regarding documents or information that have been requested from the claimant but have not yet been provided.
13. The Company shall cease to deliver such messages provided one of the following takes place:
    13.1 Upon completion of the claim clarification;
    13.2 If two clarification continuation notices that included the Company's request to provide additional information and / or documents were not answered;
    13.3 If the claimant has filed a lawsuit against Migdal and / or Makefet and / or Yozma to legal instances.

Completing the claim clarification

14. The Company must complete the claim clarification within 30 days of having all the documents and information it needs to clarify the claim.
15. Completion of the claim clarification means the termination of the claim in one of the following ways:
    15.1 Acceptance of the entire claim;
    15.2 Partial acceptance of the claim;
    15.3 Dismissal of the entire claim;
    15.4 Signing a settlement agreement with the claimant.
16. Notice of acceptance of a claim in whole or in part shall be provided to the claimant in writing and shall include details of the level of damage and manner of calculation.
17. Notice of a full claim dismissal or partial acceptance of a claim shall be provided to the claimant in writing and shall state the reasons for which the claim was dismissed all or in part.
18. In the event that the claimant reaches a settlement with the Company's representatives, he / she will receive a written compromise notice detailing the main issues and giving him / her sufficient time to review it. The settlement will take effect only after the claimant has signed the

settlement agreement.

19. In the event that a claim for recurrent payments (for example, monthly compensation for occupational disability allowance) has been accepted, the Company may periodically re-examine the claimant's eligibility for these payments, all according to rules presented on Migdal and Makefet website via the link as specified in sub-Clause 1.2.

The insurance lines to which this insurance procedure applies

20. The claim clarification and settlement procedure listed above is limited to claims filed in accordance to policies sold by Migdal in one of the following insurance lines: Life assurance - for occupational disability risks and death risk only; Personal accident insurance; Illness and hospitalization insurance, excluding dental insurance and excluding health insurance for foreign workers and foreigners in Israel; Insurance according to the requirements of the Motor Vehicle Insurance Ordinance (CMBI) Motor Vehicle Insurance - Property (Self-harm and Third Party; Comprehensive housing insurance; Luggage insurance, Accidents, illnesses and hospitalization abroad, as well as the disability pension plans and survivors' pension sold by Migdal Makefet.

Non-acceptance of the Company's decision regarding the claim

21. If a claimant considers himself / herself discriminated against by the Company's decision regarding the claim, he / she may continue to act in one of the following ways:
    - 21.1 Express his / her disagreement with the decision to the public complaints manager at Migdal and Migdal Makefet;
    - 21.2 Express his / her disagreement with the decision to the Commissioner of Capital Markets, Insurance and Savings in the Ministry of Finance;
    - 21.3 Address a Court of law;
    - 21.4 In the event of a disagreement with a decision regarding medical issues in a pension fund – Makefet, the disagreement should be sent to a medical committee and to a medical appeals committee. Yozma – the decision should be sent to arbitration.