# Studio Hard

# 5.5 05/2021

# Guidelines for Filing a Claim for Medical Expenses in Israel Foreign Residents Policy



The form covers both men and women.

#### Dear Insured,

In order for us to process your claim in an organized and expedited manner, please complete the attached questionnaire and attach the relevant documents to the claim.

# Guidelines for filing a claim for medical expenses in Israel

### What I should do

You should complete and send us the claim form, along with the details specified below.

#### **Documents** needed

- 1. Medical report from the treating physician including reason for the referral, disease history and diagnosis.
- 2. Full and complete bank account details and beneficiary details.
- 3. Please attach receipts of payment.

### What will happen

Once the form and requested documents are received, we will review you eligibility for insurance coverage, subject to the terms of the policy and it's definitions.

### If everything is clear

We will approve your eligibility for a monetary reimbursement in the amount of the reimbursement set forth in the policy per coverage and reduce the deductible set forth in the policy.

### If any clarification will be required

You may need to issue the company with additional documents or details of any kind. In these cases, you will be sent a written notice / request.

### If you are found to be ineligible for coverage / compensation in accordance with the policy

You will be sent notice with an explanation of the reason for your ineligibility to compensation, once we have all documents and information required to resolve the claim.

A written response will be sent to the Insured within 30 days from the date of receipt of all necessary documents. We would like to emphasize that the Company may request any additional details or documents after receiving the documents specified above.

We thank you in advance for your cooperation in obtaining the aforementioned information and documents, to advance processing of the claim.

### Please note

The filing of the claim form does not extend the period of limitations set forth by law.

#### Sincerely,

Foreign Residents Claims Department Harel Insurance Company Ltd.

- ★ tviotozs@harel-ins.co.il
- **3** 03-7348081
- Upload documents via SMS 052-326960



# **Claims Submission Form Health - Foreign Residents**

The form covers both men and women. Please accurately and completely complete this form.



Dear Insured,

In response to your query to Harel Call Center on how to file a claim for medical expenses in Israel, below are our instructions. Please make sure to accurately complete the form and help us to quickly and efficiently serve you.

Last name	First name	Passport number
Clalit Member No.	Cell Phone No.	Date of Birth
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Address in Israel - Street	House No.	Town Zip Code
Address III Israel - Street	Tiouse No.	Zip code
Email address to receive mail	/information and any other document	
indir dadress to receive mair	, information and any other document	(melading those that melade sensitive imornatio
Provider selection		
☐ Policy No	Where policy \	was purchased
Description of the Event		
Description of the Event	and detailed description as possible o	f the event
riease provide as accurate a	and detailed description as possible o	i the event
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Date of entry into Israel	Date of	the event
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Date of treatment	Type of expense (doctor, medicatio	n) Amount in NIS
		,
Did you suffer from a preex	isting disease? 🗆 No 🗀 Yes	
If yes, please specify		



F	Method of payment of the claim
	Payment will be received through bank transfer only. List the bank account details:
	Country(if not a bank in Israel, please attach a photocopy of a check / confirmation of management of an account)
	Name of bankName of branch
	Branch n umberAccount number
	Account currency
	Swift code
	Routing number / Iban
٦le	ease note - if your claim for monetary reimbursement is for over NIS 15,000 or to a bank overseas, please attach a

Please note - if your claim for monetary reimbursement is for over NIS 15,000 or to a bank overseas, please attach a photocopy of a check or bank confirmation of the account details. If the Insured is a minor, please send a letter signed by both parents that lists the method of payment required and the details of the Insureds along with a photocopy of the ID of the beneficiaries.

O	Method	of	payment	of	the	claim
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Date	First and last name:	Cignature of agents
Date:	FIISt and iast name	Signature of agent: 🕻

## H Appointment of an agent

I hereby permit my insurance agent in the policy Mr./Ms. \_\_\_\_\_\_\_\_ to handle on my behalf and for me any matter pertaining to this claim including submitting to Harel and receiving from Harel on my behalf and for me all correspondences and/or documents related to the claim and to serve as my messenger in every respect pertaining to this claim.

Date:	Name - Last	Name:	Signature	of the Insured	
Date.	. I vallic Last			or the modred	· V

### Prescription period

We bring to your attention that in accordance with the provisions of Section 31 of the Insurance Contract Law 1981, the prescription period for claims for insurance benefits related to illness and hospitalizations is:

### In personal lines policies:

- 3 years in coverages in which the onset of the insurance is before 25/11/2020
- 5 years in coverages in which the onset of the insurance is from 25/11/2020 onwards

### In group (collective) policies:

- 3 years in policies that were signed or renewed before 25/11/2020 and were not renewed again after that date
- 5 years in policies that were signed or renewed from 25/11/2020 onwards

## The prescription period will be calculated from the date of occurrence of the insured event

If the claim is for a minor, calculation of the prescription period will not include the period before the claimant completed his eighteenth year.

We would like to clarify that as a rule, claims filed with a financial institution do not halt the prescription period, and only claims filed with the court halt calculation of the prescription period.

In the attached appendix detailed the required documents for processing the claim.

Sincerely,

Foreign Residents Claims Department Harel Insurance Company Ltd.

- **9** 3 Abba Hillel Street, POB 1951, Zip Code 5211802
- ★ tviotozs@harel-ins.co.il
- **3** 03-7348081
- Upload documents via SMS 052-326960

The Harel Group's privacy policy is available for your viewing on the company website.

# Rules for Clarifying and Settling Claims and for Handling Public Queries

The document is written in masculine tense for convenience purposes only.

In accordance with the provisions of Institutional Entity Circular 2011-9-5, detailed below are the rules for clarification and settling claims at Harel Insurance Company Itd. (Hereinafter: "Harel"). If you want to receive a copy of these rules, you can contact the Service Division at Harel at telephone \*2735 or print them directly off the Company website (Hereinafter: "Website").

Harel will act with regards to clarification and settlement of claims as well as handling public queries in accordance with the specified in these rules, as specified below:

### A. Definitions

In these rules, the concepts below will be assigned the following definitions:

- 1. Day / days business days that do not include Fridays, Saturdays, holiday eves, holidays and Israeli holidays as specified.
- 2. Claim request of Harel to exercise rights in accordance with the terms of the insurance policy or in accordance with the pension fund's articles of association or in accordance with the provisions of the relevant law to exercise rights as specified.
- 3. Plaintiff any party who filed a claim with Harel, with the exception of an institutional entity and with the exception of any party that enhanced the damaged caused after and filed a claim with Harel to pay the benefit for said damage.
- 4. Expert whether a Harel employee or not, whether the expert met with the Plaintiff or not, such as an appraiser or medical expert, but with the exception of a legal adviser and with the exception of a medical committee in the pension fund that operates by virtue of the articles of association.

### B. Applicability

These rules apply to the following insurance sectors:

- 1. Pension insurance for risk of disability and death only.
- 2. Life insurance for loss of working capacity and risk of death only.
- 3. Personal accident insurance;
- 4. Insurance for diseases and hospitalization, with the exception of dental insurance and with the exception of health insurance for foreign workers and health insurance to provide insurance coverage for foreign residents in Israel for the purpose of indirectly receiving service from the medical service provider and without involvement of the Insurer:
- 5. Insurance in accordance with the requirements of the Motor Vehicle Insurance Ordinance (New Version) 5730-1970 (Hereinafter: "The Ordinance") motor vehicle insurance- property (self and third party);
- 6. Comprehensive home insurance;
- 7. Cargo, accident, illness and hospitalization insurance for trips overseas.
- \*\*\*These rules will not apply to claims for payment for self-damage in motor vehicle-property insurance or in comprehensive home insurance, of the Plaintiff that owns at least 40 vehicles or apartments and that at the time of the forging of the insurance circular, explicitly waived its applicability.

### C. Start date

These rules will apply commencing on 1.6.2011.

Despite the specified above, the start date of these rules to the insurance in accordance with the requirements of the Motor Vehicle Insurance Ordinance (New Version) 5730–1970 and third party insurance under the comprehensive home insurance is 1.3.2012.

The rules will apply to a claim that was filed after the dates specified above.

The rules will not apply to services that are indirectly provided by the service provider to the Insured in accordance with the Letter of service, if the Insurer is not involved in settlement of the claim.



### D. Documents and information in clarification of the claim

- 1. Upon receiving a query related to the filing of a claim by Harel or by any party acting on its behalf, the querant will be provided as soon as possible with the documents specified below:
  - (1) A copy of these rules;
  - (2) A document detailing the claim clarification and settlement process;
  - (3) Guidelines regarding the method of action required from the Plaintiff, including information on the Plaintiff's eligibility to receive indemnity for expenses incurred and for which Harel must indemnify (such as indemnity for measures adopted by it to minimize damage, indemnity for payment for an expert opinion, etc.).
  - (4) List of information and documents required of the Plaintiff for clarification and settlement of the claim.
  - (5) Claim submission form, if any and guidelines for completing the form.
  - (6) Notice of period of prescription for the claim.
- You can review the documents detailed above on the Website.
- 2. Harel will provide the Plaintiff as soon as possible written notice detailing the documents it received alongside the date on which they were received, as well as information and documents that were requested and yet to be issued by the Plaintiff.
- 3. If Harel requires additional information and documents from the Plaintiff for clarification of the claim, these documents will be required within fourteen (14) business days from the date the need for them arises.
- The provisions of this section will not apply to a claim being heard in court.
- E. Notice of the course of clarification of the claim and its outcome

Harel will inform the Plaintiff, within thirty days from the date on which all information and documents required from the Plaintiff to clarify the claim are received and/or from the date on which the completed claim form is received (whichever of the two is later), update regarding the status of the claim processing. Said update may pertain to full or partial payment of the claim, proposed settlement in the claim, continued processing or termination of processing of the claim, or rejection of the claim.

- The provisions of this section will not apply to a claim being heard in court.
- F. Notice of payment and notice of partial payment
  - 1. If a decision is made on payment of the claim, the Plaintiff will be issued on the date of payment written notice that will address the following issues or refer to documents pertaining to these issues and that are attached to the notice (such as appraiser's report or expert opinion):
    - a. With regards to one-time payment cause of payment; reasonable and clear details on the method of calculation; amount of damages; amount of tax deducted at source; method of its calculation and list of the provisions of the law used to calculate and deduct, reference to the salary slip or reference to confirmation from the tax authorities to be attached to the notice; details on offsetting other payments owed to the Plaintiff not form Harel due to circumstances related to said cause of action and that according to the policy, articles of association or law were offset from the payments; amount of the deductible; details on offsetting of other amounts owed to Harel by the Plaintiff; details regarding offsetting of advances or amounts that are not in dispute if any were paid; type of linkage and linkage method; applicable interest and noting the applicable provisions; amount to the added to the payment for linkage and interest differentials; amount of payment for delays and list of the applicable provisions regarding interest collected for the delay; the date on which Harel had all of the information and documents required to clarify the claim.
    - b. Regarding the regular payments (including pension), will be detailed, on the date of the first payment, in addition to the specified in Paragraph (a) the amount of the first payment; mechanism for updating payments; the first date on which the Plaintiff is eligible to a payment; duration of the maximum period for which the Plaintiff is eligible for payments subject to the provisions of the policy, articles of association or law; the duration of the period up to the reexamination of eligibility; the rules for a reexamination of eligibility; the rules for the reexamination of eligibility during the period of eligibility for payments; mechanisms for extending eligibility for payments.
  - 2. If a decision is made on partial payment of the claim while rejecting part of the claim with regards to amounts required or some of the causes that were required the Plaintiff will be issued on the date of payment written notice that includes two parts as specific below:
    - The first part, which will detail the items of payment approved in conjunction with the specified above.
    - The second party, which will list the reasons for rejection of part of the claim, as specified below.
  - When a decision is made on payment of the claim, it will not be necessary to deliver the documents specified in Section d above, with the exception of a copy of these rules.
  - When the claim is being heard in court, the provisions of this section will apply with the obligatory changes based on the circumstances.
  - When the Parties agree to payment within the confines of a settlement arrangement, Harel will be exempt form issuing notice in accordance with this Section that commences from said date.

### G. Notice of settlement

- 1. Harel will propose to the Plaintiff a reasonable settlement proposal for the proposal date.
- 2. If an agreement is reached on payment within the confines of a settlement arrangement, a written settlement proposal will be delivered to the Plaintiff, who will be given reasonable time to review its terms.
- 3. The written settlement proposal will include the insurance event, the reasons underlying the settlement, the patient components that are not in dispute if any, the amount set forth in the settlement, the amount for payment and the gap between the amount set forth in the settlement and the amount of payment, if any such gap exists.
- 4. As long as the Plaintiff did not approve the settlement notice, the notice will not be binding on the parties.
- The provisions of this section will not apply if the Plaintiff is represented by an attorney and if the claim is being heard in court.

### H. Notice of continued clarification or termination of clarification

- 1. If Harel requires additional time to clarify the claim, written notice will be issued to the Plaintiff that will detail the reasons why it requires additional time as specified an the additional information or documents required of the Plaintiff to clarify the claim.
- 2. The notice of continued clarification as specified will be issued to the Plaintiff at least every ninety days (with the exception of claims according to the Ordinance in which said notice will be delivered at least every six months) and until notice of payment, notice of payment, notice of rejection or notice of settlement, as the case may be, is sent, with the exception of the following circumstances:
  - If the notice of continuation of the clarification details a future date for assessment of damages, there is no need to send notice of continued clarification until said date, and pursuant to notice of continued clarification being sent at after at least one year;
  - If the Plaintiff turned to the courts; If the Plaintiff did not respond to two consecutive notices of continued clarification that includes a request for information or document to clarify the claim and pursuant to the last notice to the Plaintiff having stated that no further notices would be sent if the necessary documents are not received by the Platinff or until any other response is received.
  - The provisions of this section will not apply to a claim being heard in court.

### I. Notice of rejection of the claim

If a decision is made to fully or partially reject the claim, written notice will be sent to the Plaintiff. The reasons for the rejection will also include the terms of policy or articles of association, stipulation or qualification set forth on the date of enrollment or on the date of renewal of insurance coverage, or the provisions of the law on which the rejection is based and for which the claim was rejected.

### J. Notice of prescription of the claim

- 1. Any notice of payment, notice of partial payment, notice of rejection and first notice of clarification will include a paragraph that visibly states the period of prescription of the claim in accordance with the provisions of the relevant law, and will note that the filing of a claim with Harel does not stop the prescription and that only the filing of a claim with court stops the prescription.
- 2. In addition, every other notice sent to the Plaintiff pertaining to the claim during the year preceding the year that preceded the anticipated date of prescription of the claim will include a paragraph as specified regarding prescription and the date of occurrence of the insurance event, and will note that the period of prescription began on the date of occurrence of the insurance event.
- 3. If a paragraph is not included regarding prescription in the notice of payment, notice of partial payment, notice of rejection or first notice of continued clarification that was sent to the Plaintiff not during the year that preceded the anticipated date of prescription, Harel will be considered as having agreed that the period of time between the first date on which it must deliver the notice that includes the period of prescription and the date on which actual notice was issued that will not be included in the count of the period of prescription (only for the first time in which no notice was issued as required).
- 4. If the paragraph on prescription is not included in the notice of payment, notice of partial payment, notice of rejection or notice of continued clarification that was sent to the Plaintiff during the year that preceded the anticipated date of prescription, Harel will be considered as having agreed to the period of time between the date on which the first notice was sent in said year and the date on which notice was sent that includes a paragraph on prescription and the date of prescription -will not be included in the period of prescription (and yet only for the first time in which notice was not issued as required during the year that preceded the date of prescription).
  - The provisions of this section will not apply to a claim being heard in court.

### K. Notice of right to appeal the decision

Every notice of payment, notice of partial payment or notice of rejection will include a paragraph that visibly mentions the Plaintiff's rights as follows:

- 1. To appeal the decision and the methods of filing an appeal, insofar as it is set forth in the policy or articles of association, including the Plaintiff's right to file their expert opinion.
- 2. To file an appeal before the Public Ombudsman at Harel and the details of the Commissioner and the manner in which the Commissioner may be contacted.
- 3. To file an appeal before other parties, including before the courts or before the Commissioner of the Capital Market, Insurance and Savings in the Ministry of Finance.
  - The provisions of this section will not apply to a claim that is being heard in court.

### L. Reexamination of eligibility

- 1. When Harel serves as the management company that is seeking to reexamination the Plaintiff's eligibility to receive regular payments, it will act in accordance with the rules set forth in the articles of association.
- 2. When Harel is acting as the insurance company seeking to reexamination the Plaintiff's eligibility to receive regular payments, it will do so in accordance with reasonable rules that it set forth on this matter.
- 3. The rules for reexamination of the Plaintiff's eligibility to receive regular payments, the Plaintiff will be issued notice of payment or notice of partial payment, and will be detailed on the Website.
- 4. The Plaintiff will not bear any costs required to conduct the reexamination as specified above.
- 5. With regards to claims filed under the policies whose period started on 1/6/2011 and after if the reexamination as specified above reveals that that regular payments that are paid to the Plaintiff should be reduced or terminated, the change will be made in accordance with the rules set forth for this in the policy or in the articles of association, and in the absence of terms set forth, the Plaintiff will be issued notice of a change at least thirty days before the date on which payments are reduced or terminated.
- 6. Notice of change will include all explanations that are the basis of the decision to reduce or terminate payment of the regular payments, and they will be subject to the provisions regarding notice of rejection and expert opinion, with the obligatory changes.
- 7. In any case, the change will only be made after the Plaintiff was issued notice of intent to reduce or terminate the payments.
- 8. To remove any and all doubt, the specified above does not derogate from Harel's right to demand restitution of amounts for payments made prior to the date of execution of the change as specified.
- 9. With regards to the policies whose insurance period set forth therein is before 1/6/2011, Harel will attach to the notice of change the rules set forth with regards to a reexamination of eligibility.

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

- 1. If it becomes necessary to rely for the clarification of the claim on an expert who meets the Plaintiff or an expert who examines the property that is the subject of the claim in order to assess the damage caused to said property, either with or without the presence of the Plaintiff, notice will be issued in advance to the Plaintiff, and the role of the expert will be clarified with regards to clarification of the claim, and will be issued notice of his right to be represented or advised by his own expert during the clarification of the claim with an expert (all this unless this involves an investigator as part of an undercover investigation).
- 2. Said expert will not reject the claim in full or in part and will not offer a settlement except with regards to the scope of damages unless the party involved is a Harel employee, whose main occupation involves settlement of claims.

### N. Expert opinion

- 1. Every expert opinion on which Harel is relying to settle the claim will be professionally prepared, concise, and will include the name, accreditation, professional education and position of the expert, and the list of all documents that the expert used to prepare the opinion.
- 2. The expert's opinion as specified above will not directly address the Insured's right to receive insurance benefits.
- 3. Insofar as Harel relies on the expert opinion as part of the settlement of the claim, the opinion will be issued to the Plaintiff on the date of delivery of the relevant notice regarding the course of the clarification of the claim and its results or regarding the reexamination of the Plaintiff's eligibility. Attached to the opinion will be a list of all notices and documents provided by the Plaintiff to Harel or to his expert to prepare the opinion, as well as any additional document on which the opinion is based. (The notices and documents, as specified, will be issued to the Plaintiff upon request).
  - If the expert opinion is confidential in accordance with the law, written notice will be issued to the Plaintiff that includes an explanation of the fact that the opinion is confidential.

### O. Subrogation and third-party rights

- 1. Before a claim is filed against a third party under the right of subrogation, written notice will be issued to the Insured within a reasonable time in advance.
- 2. If during the claim of subrogation, a judgment, an arbitrator's ruling or if a settlement agreement is signed, the Insured will be issued a copy of the judgment or agreement within fourteen business days from date of receipt of the judgment at Harel or from the date of the signing of the Agreement.
- 3. If during the clarification of the claim it is revealed that the Insured might have right against a third party, who Harel might sue under the right of subrogation, this will be mentioned to the Insured in every notice during the course of clarification of the claim and its results or notice regarding a reexamination of eligibility.
- 4. The specified in this section does not require Harel to represent the Insured or to impose any requirement of counsel.

### P. Third party claim

- 1. In any case when Harel receives a request of the Plaintiff (which is a third party) for information regarding the existence of a liability insurance policy of a certain person following a certain event, information on this matter will be issued to the Plaintiff within fourteen business days from the date of the Plaintiff's request.
- 2. In any case in which insurance benefits are required of the Plaintiff, written notice will be issued to the Insured seven business days from the date of the request that if it fails to issue an objection to payment of compensation within thirty days, the third party will be paid insurance benefits that Harel owes to the Insured, insofar as it owes payments.
- 3. Harel will act to clarify its liability to the Insured in accordance with the periods and dates set forth in the rules.
- 4. If Harel found that there is liability to the Insured, and the Insured does not object to payment specified above within thirty days as specified, whether it informed of its lack of objection or consent or if he did not respond at all to Harel, the Plaintiff will be paid insurance benefits that Harel owes the Insured.
  - The provisions of this section will not apply to claims that are filed in accordance with the Ordinance.

### Q. Provision of responses and management of public queries

Harel will issue a written response to every written query of an Insured or Plaintiff, whether sent to the Public Ombudsman or whether to another party in Harel, within a reasonable amount of time under the circumstances, and in any case, no later than thirty days from the date of receipt of the query.

### R. Issuing of copies

- 1. Harel will issue to the Plaintiff, upon request, a copy of the policy or of the articles of association, within fourteen business days from the date of receipt of the request.
- 2. Despite the specified above, the Plaintiff who is a third party in liability insurance can be referred to the wording of the policy found on the website.
- 3. Harel will issue to the Plaintiff, upon request, copies of any document on which the Plaintiff is signed, of any document issued to it by the Plaintiff, or any document that was received by virtue of the Plaintiff's consent, within twenty-one business days from the date of receipt of the request.

Table of dates and periods set forth in the "Settlement of Claims and Management of Public Queries"

Section	Action	Date or period set forth in the circular
in the		
contract		
8(a)(6)	Request for information and other docu-ments.	14 business days from the date on which the need for them arose.
8(b)	Delivery of notice on course of clarifica-tion of a claim and results.	30 days from the date all information and documents required from the Plaintiff were received.
8(f)(3)	Delivery of notice of continuation of clari-fication.	Every 90 days from the date of delivery of the notice in accordance with Section 8(b).
8(i)(6)	Delivery of notice of change regarding re-duction or termination of regular payments.	30-60 days before the date of reduction or termination of payment.
8(1)(2)	Transfer of a copy of the judgment or agreement.	14 business days from the date of receipt of the judgment in the company or from the date of the signing of the agreement.
8(m)(1)	Delivery of information regarding the ex-istence of a policy.	14 business days from the date of demand of the policy.
8(m)(2)	Notice to the Insured of the demand for third party insurance benefits.	7 business days from the date of the demand.
8(n)	Written response to public query.	30 days from the date of receipt of the writ-ten request.
8(0)(1)	Delivery of copies of the policy or articles of association.	14 business days from the date of receipt of the request.
8(O)(3)	Delivery of copies of a document signed by the Plaintiff.	