

REGULATIONS

PERTAINING TO THE SCHEME FOR
PROVIDING MEDICAL SERVICES
TO FOREIGN MEMBERS

1. General

1.1 Preamble

Meuhedet Sick Fund does hereby; on the basis of these regulations, and on the basis of an application by anyone who constitutes a foreign member, as defined hereunder, and also on the basis of the other statements and declarations which have been delivered by such foreign member in writing to the Fund, and which pertain to such foreign member or to the insured for and on behalf of such foreign member, and constitute an integral part of the proposal; undertake to provide medical services to anyone who constitutes a foreign member, and all of this subject to the rules, restrictions and limitations specified in these regulations and to the explicit condition that payment of the membership fees shall have been effected as required and in a timely manner to the Fund.

In order to dispel any doubt, the provisions contained in the National Health Insurance Law, and in the regulations existing by virtue of the afore-said Law, shall not apply to foreign members.

1.2 These regulations are in accordance with Article 26 of the Articles of Association of Meuhedet Sick Fund, of 5758 – 1997 – and take the place of the Insurance Regulations, of 5739 – 1979.

1.3 Definitions and Interpretation

1.3.1 In these regulations:

“Fees” – payment imposed on the totality of the members of Meuhedet Sick Fund at the time of the purchase of a medical service or for the purchase of equipment/medicine.

“Hospitalization”- time spent staying in hospital for the purpose of treatment of an illness or undergoing an operation, including the medical examinations and treatments provided by the hospital during the course of the stay in hospital, including **“day hospitalization”**.

“Nursing care hospitalization” – hospitalization in a hospital or institution; the hospital or institution being intended for patients suffering from a prolonged or incurable illness and operating on the basis of a Health Ministry license; and the main purpose of the hospitalization being providing assistance to a patient that is incapable of functioning by such patient's own powers and the condition of which patient is not expected to improve by medical assistance.

“Supplementary insurance” – medical insurance schemes offered, from time to time, by the Fund to its members, including within the meaning of such terms as contained in Section 10 of the National Health Insurance Law, of 5754 – 1994.

“Family member” – children of a foreign member who are registered as the children of a foreign member according to the law and have not yet reached the age of 18 years.

“Joining application” – a registration form which is completed by anyone requesting to join the scheme.

“Membership fee” – a monthly payment to the Fund imposed upon a foreign member by virtue of these regulations.

“The index” – the consumer price index (including fruit and vegetables) fixed by the Central Bureau of Statistics, including any other official index, which will take its place.

“The Fund” – Meuhedet Sick Fund.

"The Scheme" – the scheme for providing medical services to insured that are foreign members as specified in these regulations.

"Health declaration" – a form (attached as Appendix A to these regulations) in which a foreign member reports on the state of the foreign member's health and on the state of health of the foreign member's family members who are insured for and on behalf of the foreign member.

"The regulations" – these regulations together with any change which shall apply to these regulations.

"Month" – a month of days according to the Gregorian calendar.

"Foreign member" – anyone who has been admitted to the Scheme pursuant to these regulations and who is not insured as defined in the National Health Insurance Law (hereinafter in these regulations also referred to as a "member" or an "insured").

"Nursing care patient" – anyone the state of health and functioning of whom are, as a result of various illnesses and defects, poor, and who does not function independently and without assistance. The limitations on account of which a person will be recognized as a nursing care patient pursuant to these regulations comprise lack of independence with respect to at least 3 out of the following 6 daily actions:

- (a) Complete or partial lack of control of sphincters – (complete or partial incontinence).
- (b) Needing assistance with dressing and undressing.
- (c) Needing assistance with washing.
- (d) Needing assistance with eating and drinking.
- (e) Needing assistance with standing up and lying down.
- (f) Being confined to bed and/or to a wheelchair.

"National Health Insurance Law" – the National Health Insurance Law, of 5754 – 1994, and all of the regulations enacted by virtue of such Law.

"Foreign Workers Law" – the Foreign Workers (Prohibition of Unlawful Employment and Assuring Fair Conditions) Law, of 5751 – 1991, and all of the regulations enacted by virtue of such Law.

"Nursing care treatment" – assistance with basic daily functions required by a person recognized, according to a determination by the professional authority at the Fund, as a nursing care patient.

"Israel" – the State of Israel, including the territories held by Israel.

"Candidate" – anyone who has submitted a joining application for joining the Scheme, and the application of whom has not yet been approved by the Fund.

"Illness" – deformity, disability, injury, or any limitation whatsoever in physical or mental condition.

"Chronic illness" – an illness as defined in the circular dated March 31, 1998, disseminated by the Minister of Health, which is attached as an Appendix to these regulations.

"Serious illness" – illnesses as provided in the Health Ministry Regulations – "National Health Insurance Regulations (Deduction of the Cost of Serious Illnesses), of 5755 – 1995", which as of the date of publication of these regulations constitute: chronic kidney insufficiency – in dialysis treatment, Gaucher's disease, thalassemia major or intermedia, hemophilia, AIDS or HIV carrying by insured that are treated by means of protease inhibitors.

"Occupational illness" – within the meaning of such term as contained in the National Insurance Law.

"Medical state of emergency" – as defined in the Patient's Rights Law, of 5756 – 1996.

“Foreign worker” – as defined in the Foreign Workers (Prohibition of Unlawful Employment and Assuring Fair Conditions) Law, of 5751 – 1991 (hereinafter in these regulations also referred to as – the “Foreign Workers Law”).

“Medical assistance” – any medical treatment, medicine, medical equipment and accessory or other service provided by the Fund pursuant to these regulations.

“Injury at work” – within the meaning of such term as contained in the National Insurance Law.

“The Fund doctor” – a doctor bound to the Fund by agreement and acting on the Fund’s behalf.

“Reimbursement” – refund, subject to these regulations and on the basis of original receipts, of expenses (in full or partial), which have been approved to a foreign member by the competent entity at the Fund.

“Rehabilitation” – medical assistance the main purpose of which being to bring about the recuperation of a patient having an illness and/ or restoring such patient to such level of functionality as shall be as close as possible to such patient’s former condition.

“Year” – twelve months according to the Gregorian calendar.

“Commencement of the insurance” – the date on which the candidate was admitted, whether permanently or temporarily, as a foreign member by Meuhedet Sick Fund.

“Qualification period” – a continuous period of time, commencing with respect to every foreign member as of the date of commencement of the insurance and concluding at the end of the period indicated in these regulations. The qualification period will, for the duration of consecutive insurance periods, apply with respect to every foreign member once only, and will apply anew every time that the member has been joined anew to the insurance for the duration of inconsecutive insurance periods. An insurance event, which occurred during the qualification period, will be deemed and treated, for all intents and purposes, as an insurance event, which occurred prior to the commencement of the insurance.

“Waiting period” – the period, commencing as of, the later of, the date of occurrence of the insurance event or the date of the report in writing to the Fund, and concluding after the date indicated as the waiting period pursuant to these regulations.

“The insurance period” – the period commencing upon admission of a foreign member to the Scheme and concluding upon such foreign member’s exit or removal from the Scheme in accordance with these regulations, and this without prejudice to any provision contained in these regulations which suspends, restricts, or cancels such foreign member’s right to medical assistance.

Except for cases in which it has been explicitly provided to the contrary or where from the context or manner in which it has been written a different interpretation is implied or understood, the male gender also includes the female gender, and singular language also includes plural language.

1.3.2 The division of these regulations into parts and sections, the names ascribed to these parts and sections, and also the margin captions, are solely for the purpose of reading convenience and are not to be taken into consideration for the purpose of the interpretation of these regulations.

1.3.3 These regulations have been determined by virtue of the Articles of Association of Meuhedet Sick Fund and have been approved by the management of the said Fund.

2. The Membership of the Scheme

- 2.1** A person residing in Israel who is not an insured within the meaning of such term as contained in the National Health Insurance Law may, on condition that such person is under 65 years of age, join the Scheme. "A person residing in Israel" – a person residing permanently in Israel, including as provided in Section 4.9 hereunder of these regulations.
- 2.2** An applicant requesting to be admitted to the Fund as a foreign member shall submit a joining application and complete a health declaration in which the applicant will report on the state of the applicant's health and on the state of health of the applicant's family members who the applicant is requesting to join to the Scheme.
- 2.3** In addition to the provisions contained in Section 2.2 above, the Fund is entitled, in its discretion, to require the applicant and also the applicant's family members, to undergo and have carried out medical examinations (hereinafter in these regulations also referred to as – the "entrance examinations"). All of the expenses connected with the entrance examinations will be for the account of and be paid for by the applicant.
- 2.4** The Fund is entitled, in its discretion, on the basis of that which is stated in the health declaration and the findings of the entrance examination as provided in Sections 2.2 and 2.3 above, to approve or reject a joining application to join the Scheme.
- 2.5** The Fund is entitled, on conditions as shall be determined by the Fund, to approve, on the basis of a personal joining as provided above or on the basis of a collective joining of a group, the admission of a foreign member to the Fund.
- 2.6** Should the Fund have terminated the engagement agreement with an employer and/or insurer as defined in the Foreign Workers Law, the membership of the insured, by virtue of such agreement and by virtue of the Scheme contained in these regulations, will cease.
- 2.7** A person is not admitted as a foreign member to the Fund in one or more of the following events:
- 2.7.1** At a time when such person or anyone of such person's family members are ill with or suffering from a serious or chronic illness.
- 2.7.2** If such person or anyone of such person's family members have been diagnosed as carriers of a serious illness or are suffering from such illness as afore-mentioned, even if such illness is not in an active stage.
- 2.7.3** If at the time of submission of the application for admission as a foreign member, the candidate does not reside in Israel.

- 2.8** The joining of a foreign member to the Fund enters into force after the joining application has been submitted and after all of the following conditions as specified hereafter shall have been fulfilled: payment of the membership fees for the first 4 months of membership shall have been effected, the health declaration form shall have been completed, and the entrance examinations as provided in Section 2.3 above, if such are required, shall have been carried out, provided, however, that the Fund shall have approved the application in writing and shall have determined the joining conditions for the applicant and the applicant's family members, if there will be any.
- 2.9** Upon an applicant requesting to be admitted as a foreign member to the Fund, such applicant and such applicant's minor family members who are insured under the Scheme contained in these regulations, waive in advance, by the very fact of their application to be admitted to the Fund, to and in favor of the Fund, the Fund's doctors, employees, and anyone acting on the Fund's behalf, medical confidentiality as concerns the Fund, the Fund's doctors, employees, and anyone acting on the Fund's behalf, with regard to anything concerning the state of their health and also/or any illness which they were ill with or suffering from at any time whatsoever prior to their joining the Scheme and during the period following thereafter.
- 2.10** The period of the membership of the Fund will terminate upon the fulfillment of one of the following conditions:
- 2.10.1** Upon receipt by the Fund, 30 days in advance, of a notice in writing from a foreign member, of such foreign member's desire to terminate such foreign member's membership of the Fund.
- 2.10.2** Upon the Fund having, on its own initiative, decided on the termination of the membership by virtue of the provisions contained in Section 2.11 hereunder, provided, however, that notice in writing 10 days in advance, shall have been given to the member, of the Fund's intention to terminate the membership and of the cause therefor.
- 2.11** The Fund is entitled to decide on termination of membership of the Fund, as provided in Section 2.10.2 above, in each one of the following events.
- 2.11.1** If the Fund finds that any details or facts whatsoever contained in the application or in the health declaration, which was completed by the member, are incorrect or misleading.
- 2.11.2** If within the first 12 months of the member's membership of the Fund it becomes evident that the member was admitted to membership of the Fund contrary to the provisions contained in Section 2.7 above.
- 2.11.3** In the event of a foreign member or anyone of the foreign member's family members, despite warning sent to the member on behalf of the Fund, not fulfilling an obligation imposed upon the member pursuant to these regulations.

2.11.4 In the event of dishonest behavior or behavior which contains something of a type of criminal offence on the part of a foreign member or on the part of anyone of the insured for and on behalf of the foreign member, towards the Fund, the Fund's doctors, employees, anyone acting on the Fund's behalf or anyone connected with the Fund, including the provisions contained in Section 8.5 hereunder.

In order to dispel any doubt, and notwithstanding the provisions contained in Section 2.10.2 above, in the event of an act as provided above in this Section having been committed, the representative of the Fund on the spot shall be entitled, after having procured approval by the Fund, to discontinue for such member forthwith, temporarily and for such period as does not exceed 14 days, the providing of the medical assistance, except in a medical state of emergency in which an immediate and real danger to the life of the member is imminent. The resumption of the medical service to the member as provided, until making a decision on the matter pertaining to the member as provided in Section 2.10.2 above, may, according to a determination by the Fund, be carried out at another site.

2.11.5 In any event of delay, despite warning having been given to the member, in effecting payment of membership fees, fees, or other payments due to the Fund, the value of which amounting to the extent of an aggregate sum equivalent to membership fees for which the member is liable for a period of 3 months membership.

2.11.6 It having become evident to the Fund that a foreign member resides in Israel illegally.

2.12 Upon termination of the membership of the Fund by virtue of a decision by the Fund as provided in Section 2.10 above, the foreign member and the foreign member's family members shall have ceased being insured under the Scheme contained in these regulations and shall not be entitled to medical service nor to reimbursement provided by virtue of the Scheme, and this from the date of termination of the membership and thereafter. Nothing in the termination of the membership of the Fund pursuant to the provisions in this Section contained will detract from the right of the Fund to any other additional relief whatsoever, for and with respect to any of the events as provided above.

3. The Insured

- 3.1 The insurance includes the member and the member's family members, provided, however, that they shall have been included in the joining application form and in the health declaration and that approval for their joining as specified in Section 2.8 above shall have been procured.
- 3.2 A family member who, while being a minor, joined the Fund together with such family member's parents, and was a member of the Fund continuously until the age of 18 years, will on reaching the age of 18 years be required, as a condition precedent to such family member's continued membership of the Fund, to submit a health declaration and entrance examinations. Moreover, the provisions contained in Section 2.7 above will also apply to such family member.
- 3.3 An infant born to parents, who were prior to the birth of the infant both insured under the Scheme, will also, subject to payment of updated membership fees as necessitated by the infant's joining, be insured under the Scheme.
- 3.4 A family member of a foreign member who was not in the past included in the Scheme and to whom the provisions contained in Section 3.3 above do not apply, will be able to be included in the Scheme only after the member shall have submitted a joining application for such family member as provided in Section 2.2 above.

4. Fees and Payments

- 4.1 Payment of the membership fee is required to be effected to the Fund every month consecutively, in accordance with the procedures of the Fund, by means of a standing payment order at a bank or credit card. Anyone admitted to membership as a foreign member of the Fund or whose membership as a foreign member of the Fund has terminated, during the course of a certain month, shall effect payment to the Fund of a membership fee for the whole of such month.
- 4.2 The rate and extent of the membership fee are determined by the Fund by taking into consideration, inter alia:
 - 4.2.1 The number of the insured for and on behalf of the member.
 - 4.2.2 The age of the member.
- 4.3 The Fund is entitled to demand from the member all of the data required for determining the age and the state of health of the member and of the member's family members, and the member is bound, as a condition precedent to considering the grant of membership to the member, to furnish this data. Should the member have delivered incorrect or partial data, the Fund is entitled to act pursuant to the provisions contained in Section 2.11.1

above, and to exhaust the Fund's right for restoring to itself the expenses incurred by it for and with respect to services which were provided to the member and to the member's family members from the date of their having joined the Scheme.

- 4.4 The membership fee will, four times annually, be linked to the consumer price index published by the Central Bureau of Statistics. In addition, the Fund is entitled to update the extent of the membership fee once annually, on the basis of an assessment of the Fund's expenses for and with respect to services which were provided by the Fund to foreign members during the preceding two years, provided, however, that the Fund shall, in good time, have published the update afore-mentioned to the totality of the members of the Scheme.
- 4.5 The Fund is entitled, in addition to the membership fee, to impose on the members fees, self participations and payments, and these additional payments will be deemed and treated, in all respects, as membership fees, provided, however, that the Fund shall have given advance written notice thereof as provided above.
- 4.6 All of the fees and self participations which apply to members insured by the Fund by virtue of the provisions contained in the National Health Insurance Law, shall also apply to foreign members and members of the families of foreign members. However, in order to dispel any doubt, foreign members will not be included in the population of those who are exempt from effecting payment of fees and levies and the participation by foreign members will not be restricted to some or other monthly ceiling.
- 4.7 Should a delay occur in effecting payment of membership fees or part thereof to the Fund or in the settlement of any other debt to the Fund, the following provisions will apply to the member and to all of the insured for and on behalf of the member:
- 4.7.1 Should the member have delayed in effecting payment of membership fees, fees or other payments, in a sum equivalent to membership fees for which the member is liable for a period of up to 3 months, the Fund is entitled, until full payment shall have been effected of the sum which is in arrears, to delay the providing of the professional medical assistance, except for assistance by the Fund doctor and first-aid by the nurse of the Fund, and all of this within the confines of the clinic of the Fund.
- 4.7.2 Should the sum which is in arrears exceed a sum equivalent to 3 months membership fees, the Fund is entitled to terminate the membership as provided in Sections 2.10 and 2.11 above.

All of the afore-mentioned in this Section contained does not release or exempt the member from having to effect the settlement of the member's outstanding debt to the Fund, including effecting settlement of the full sum which is in arrears and also of the fees for the period during which the medical assistance was delayed.

The Fund is entitled, at any time, to sue the member and to take all of the legal measures, which are at the Fund's disposal, in order to collect the outstanding amounts due to the Fund by the member.

4.8 During the course of the period in which the medical assistance is delayed as provided in Section 4.7 above, the Fund is entitled, by agreement on the part of the foreign member, to provide to the foreign member and to the insured for and on behalf of the foreign member, services against payment as shall be determined by the Fund. The member shall not be entitled, at the time of resumption of the providing of the medical assistance, to claim from the Fund a refund of these payments. The Fund will not bear nor participate in any expenses whatsoever which were expended by the member on medical treatment during the period of time in which the medical assistance to the member was being delayed pursuant to the provisions contained in Section 4.7 above.

4.9

4.9.1 A foreign member and/or family member of a foreign member who depart/s for abroad and want/s to preserve the continuity of his/her rights and the continuity of the rights of the insured for and on behalf of such foreign member, is/are liable to effect payment of a membership fee, in the extent of 50% of the usual tariff, for the period of the stay abroad, on condition, however, that the stay abroad shall not exceed 6 months.

Payment of membership fees as afore-mentioned will be effected in a concentrated manner once in three months in advance or by means of authorization for debiting a bank account at an Israeli bank (standing payment order).

4.9.2 The membership of a foreign member who stays abroad for a continuous period exceeding 6 months during the course of which such foreign member does not reside in Israel for a continuous period exceeding 60 days, will be terminated without any need for advance notice on behalf of the Fund. In order to dispel any doubt, the provisions contained in this Section will also apply even if the member shall have effected payment as required of the membership fees as provided in Section 4.9.1 above.

Should a member as afore-mentioned have requested to join the Scheme after the end of the 6 months as afore-mentioned, such member will complete a joining application and health declaration and such member's application will be dealt with pursuant to the provisions contained in these regulations, for all intents and purposes as an application by a new candidate.

4.10 In order to dispel any doubt, anyone whose membership of the Fund shall have been terminated, whether on such person's own initiative or on the initiative of the Fund, is liable to effect the settlement of all of the outstanding membership fees and all of the outstanding debts due to the Fund for the period until the date of termination of the membership.

5. The Basket of the Medical Services

- 5.1 A foreign member, unless being entitled to the basket of medical services contained in these regulations by virtue of other legislation or another agreement, shall be entitled to the basket of services pursuant to these regulations.
- 5.2 The basket of the medical services and the medicines, is that specified, as of the date of commencement of the insurance period, in the Second Schedule to the National Health Insurance Law and in the National Health Order – Medicines in the Basket of Health Services, of 5755 – 1995 (hereinafter in these regulations also referred to as – the “basket of the services”), mutatis mutandis, from time to time, and subject to the procedures of the Fund and the Fund’s restrictions, and excluding the provisions contained in Sections 5.5, 5.6 and 5.7 hereunder.
- 5.3 In addition to the provisions contained in Section 5.2 above, the Fund will provide to the member health services at work. With respect to this matter “health services at work” – all of the services enumerated in regulations 5 – 12 of the Parallel Tax Regulations (Health Services at Work), of 5733 – 1973.
- 5.4 In order to dispel any doubt, the Fund will also provide to the member the following services:
- 5.4.1 Amniocentesis procedures for women, who are 35 years of age and older, at the start of pregnancy.
 - 5.4.2 Inoculations against tetanus, rabies, and diphtheria.
 - 5.4.3 Mantoux tests and lungs X-ray.
 - 5.4.4 Wheelchairs and walkers.
- 5.5 Notwithstanding the provisions contained in Section 5.2 above, the basket of the services to foreign members will not include the following services:
- 5.5.1 Medical services which are provided outside of Israel, whether the event for which the member is in need of treatment, occurred while the member was abroad or in Israel.
 - 5.5.2 Treatments and medicines intended for the treatment of impotence problems, sexual functional disorders, and male or female fertility, or treatments and medicines which are given within the framework of the treatment of artificial fertilization or artificial insemination of any kind or type whatsoever.

5.5.3 Treatments at the Dead Sea, which are given to psoriasis patients of any kind or type whatsoever.

5.5.4 Genetic tests of any kind or type whatsoever.

5.5.5 Health services to a woman in connection with pregnancy during the first nine months cumulatively of her residence in Israel, except in a medical state of emergency.

5.5.6 Treatments belonging to the child development field as defined in the Second Schedule to the National Health Insurance Law.

5.6 In order to dispel any doubt, the basket of the services to foreign members shall not include the following services:

5.6.1 Treatments in the mental health field of any kind or type whatsoever, and also hospitalization services in a psychiatric hospital, or in a psychiatric ward of a general hospital, excluding a medical state of emergency, and in any event for a period not exceeding 60 days cumulatively.

5.6.2 Treatments in the dentistry field of any kind or type whatsoever, however, the Fund will enable the member to receive, for the member's own account, dental therapy assistance at reduced prices at the dental clinics of the Fund in accordance with the price list of the Fund as shall be determined by the Fund from time to time.

5.6.3 Supplementary medicine treatments and any treatment, which is not within the scope of conventional medical treatment, which is routinely provided within the framework of the medical institutions in Israel, of any kind and type whatsoever. The Fund will, however, enable the member to receive, for the member's own account, within the framework of the clinics for supplementary medicine of the Fund, assistance at reduced prices in accordance with the price list of the Fund as shall be determined by the Fund from time to time.

5.6.4 Cosmetic treatment of any kind and type whatsoever.

5.6.5 Nursing care hospitalization or treatment of any kind and type whatsoever, including medicines intended for the treatment of Alzheimer's disease.

5.6.6 Medicines or treatments which are not approved in Israel, whether these have been approved for a different medical indication or not.

5.6.7 Birth or caesarean section, inasmuch as birth and caesarean section are covered by the National Insurance Institute.

5.6.8 Treatment for the purpose of experimentation or research of any kind and type whatsoever.

- 5.7 Notwithstanding the provisions contained in Sections 5.5 and 5.6 above, should an insured have approached the Fund with a request to provide to such insured a service of those enumerated in the Sections afore-mentioned, the Fund, in its discretion, is entitled to provide such service upon full payment in accordance with the tariffs of the Fund.
- 5.8 Notwithstanding all of the provisions contained in these regulations, and in addition to the provisions contained in Sections 5.5 and 5.6 above, the Fund is exempt from having to provide to foreign members medical assistance and/or reimbursement for the purchase of services with respect to any illness, or damage, or injury which occurred prior to the date of joining the Scheme (hereinafter in these regulations also referred to as – the “prior medical condition”), if one of the following two requirements have been fulfilled:
- 5.8.1 The member himself/herself confirmed that the medical problem, for which the member is in need of the service, is derived from a prior medical condition.
- 5.8.2 The Fund doctor being the holder of a specialist's degree in the relevant field confirmed, pursuant to the findings placed before him, that the medical problem, for which the member is in need of the service, is derived from a prior medical condition.
- 5.9 Nothing in the provisions in Section 5.8 above contained is expressed in order to restrict the providing of a medical service to a member who is in need of such service in a medical state of emergency which is derived from a prior medical condition, and this for the purpose of stabilizing the medical condition of such member until reaching a situation which allows for continued treatment of the member in such member's country of origin.
- 5.10 In order to dispel any doubt, the Fund will not bear **any costs or expenses pertaining to any** medical treatment, which will be provided to the member as afore-mentioned outside of the confines of the State of Israel.
- 5.11 Should a foreign member have stayed outside of Israel for a continuous period exceeding 120 days (hereinafter in these regulations also referred to as – the “period of stay abroad”) and should the Fund have found that the provisions contained in Section 4.9.2 hereunder do not apply to such foreign member, the date of such foreign member's return to Israel will, for the purpose of prior medical condition as provided in Section 5.8 above, be deemed for all intents and purposes as the date of the joining.
- 5.12 Should a specialist doctor in occupational medicine have determined that a member being a foreign worker is not fit for carrying out the work for which such foreign worker was accepted into employment by such foreign worker's employer, and that such foreign worker will not be fit, even if the medical treatment which the foreign worker is in need of should be given to the foreign worker, to carry out such work, within a period of time of ninety days from the date on which the foreign worker was examined by the specialist doctor afore-mentioned, the foreign worker will not be entitled to any medical services, except for such medical services which such foreign worker is in need of in a medical

state of emergency for the purpose of stabilizing the foreign worker's medical condition until reaching a situation which allows for the continued treatment of the foreign worker in such foreign worker's country of origin, and also to other medical services which the foreign worker is in need of during the 30 day period following the determination by the specialist doctor as afore-mentioned or the determination concerning the stabilization of the foreign worker's medical condition as afore-mentioned.

5.13 A member as provided in Section 5.12 above will be entitled, in any event in which such member's medical condition requires such member to be escorted or requires other special arrangements during the flight, to payment of the totality of the expenses connected with such member's flight from Israel to such member's country of origin.

5.14 The family members of a member who is no longer entitled to receive medical services as provided in Section 5.12 above, will not be entitled to receive medical services pursuant to these regulations, commencing as of the date on which it shall have been determined that such insured member as afore-mentioned is required to return to such member's country of origin.

5.15 The rules for approval or determination as provided in Section 5.12 above will be as specified hereunder:

5.15.1 Should the Fund have required from a member being a foreign worker to undergo an examination by a specialist doctor on behalf of the Fund, in order to ascertain such member's fitness for work or the extent of stabilization of such member's medical condition as provided above, the examination will be financed by the Fund and the Fund will deliver to the worker the specialist doctor's opinion, together with a notice concerning the entitlement of the worker pursuant to Section 5.15.2 hereunder and together with details of bodies or organizations which may assist the worker in realizing such entitlement.

5.15.2 The worker is entitled to procure a counter opinion from a specialist doctor selected by the worker, which will be delivered to the Fund within 21 days from the date on which the worker shall have received the opinion by the specialist doctor on behalf of the Fund.

5.15.3 Should the two specialist doctors as afore-mentioned be divided in their opinions, the parties will, with financing by the Fund, appoint a doctor to be agreed upon by them. However, should the ward manager of the hospital in which the worker is hospitalized, or the deputy ward manager – in the absence of the manager – have determined that on the date on which, pursuant to the determination by the Fund, the entitlement of the worker to health services is supposed to terminate, the stabilization of the worker's medical condition would not yet have happened, then for as long as it shall not have been determined to the contrary, the determination by the ward manager or deputy ward manager will prevail.

6. The Manner for Providing the Medical Services

- 6.1 The Fund will provide the medical services pursuant to these regulations at the Fund's clinics and centers, excluding services for which the Fund will direct the member to a service provider bound to the Fund by agreement, such as hospitalization in a hospital.
- 6.2 A member is entitled to directly approach a doctor, as provided in Section 6.1 above, for the purpose of receiving initial medical services as is usual with respect to the totality of the members of the Fund. With respect to this matter "initial medical services" – services by a general doctor who is not a specialist, services by a specialist doctor for family medicine and/or for internal medicine and/or for gynecology.
- 6.3 Access to medical services which are not initial as defined above, will be provided to a member who has been directed to these services by a doctor who is treating the member on behalf of the Fund within the framework of the initial medical services, and subject to the procedures of the Fund.
- 6.4 Access for tests in imaging center units, diagnostics center units, gastroenterological center unit, and in laboratories, and also for elective hospitalization services, are subject to approval by the doctor treating the member on behalf of the Fund and additional approvals as are usual with respect to the totality of the other members of the Fund, and are, furthermore, also subject to the procedures of the Fund.
- 6.5 In order to dispel any doubt, the services included in the Scheme will be provided by service providers of the Fund and be subject to the procedures of the Fund. A member will not be entitled to reimbursement for services purchased on such member's own initiative from another service provider, even if the service which was purchased is included in the basket of the services pursuant to these regulations. However, a member will be entitled to cover for an expense incurred from an approach to an emergency room in any one of the following events:
- 6.5.1 When a member has been sent to an emergency room by the Fund doctor, or by a center for emergency medicine on behalf of the Fund.
- 6.5.2 When the approach to an emergency room concluded in non-elective hospitalization.
- 6.5.3 When a member has approached an emergency room for any one of those events specified hereunder:
- 6.5.3.2 An acute dislocation of a joint.
- 6.5.3.3 A wound requiring stitching up, either by stitching together or some other alternative means.

6.5.3.4 Inhaling of a foreign body into the respiratory passages.

6.5.3.5 Penetration of a foreign body into the eye.

6.5.3.6 Emergency treatment for cancer disease.

6.5.3.7 Emergency treatment for the hemophilic condition.

6.5.3.8 Emergency treatment for cystic fibrosis disease.

6.5.3.9 Anyone approaching a hospital by ambulance from the street or other public place in consequence of a sudden event.

6.5.3.10 A medical state of emergency.

6.6 All of the services at work will be provided in the manner as provided in Regulations 3, 11(A) (1), and 11(A) (2) of the Medical Services at Work Regulations.

6.7 Medicines will be provided by self-participation on the part of the member as shall have been determined by Fund from time to time, upon all of the following conditions having been fulfilled:

6.7.1 The member had possession of a prescription for the required medicine, which was furnished by a doctor authorized by the Fund to prescribe the afore-mentioned medicine.

6.7.2 The medicine was supplied by means of pharmacies of the Fund or by a pharmacy bound to the Fund by agreement.

6.7.3 In order to dispel any doubt, a member will not be entitled to any reimbursement whatsoever for medicine which was purchased at a pharmacy which is not bound to the Fund by agreement or for medicine which was purchased on the basis of a prescription which is not a prescription of the Fund.

6.8 The Fund will finance hospitalization expenses solely at the public hospitals to which the Fund shall have directed the member and to which the Fund is bound by agreement, and on condition that the event for which the member is being hospitalized is covered by virtue of these regulations. Prior to the member's approach to the hospital as afore-mentioned, the member is required, except in a case of emergency, to approach the Fund to procure an appropriate undertaking.

6.9 A member will not be entitled to any reimbursement whatsoever for a medical service which is included in the basket of the services for foreign members, except for cases in which such entitlement has been explicitly indicated in these regulations. Should the entitlement of the member to a reimbursement have been approved by the Fund, the member will be credited in accordance with the procedures of the Fund.

- 6.10 Notwithstanding the provisions contained at any other place in these regulations, hospitalization for the purpose of rehabilitation, hospitalization of a complicated nursing care patient, and also convalescence services after a heart operation, will be approved to a member only in the institutions of the Fund and hospitals pursuant to selection by the Fund and to which the Fund is bound by agreement for such purpose.
- 6.11 Any undertaking, whether oral or in writing, which will be given by the Fund to hospitals for the hospitalization of a member, does not release a member from the obligation to refund to the Fund any sum which the Fund will effect payment of to the hospitals or will expend for the undertaking or the hospitalization and also/or for the related and other treatments. Moreover, in any event in which it will become evident to the management that the Fund was not liable pursuant to these regulations to bear the payment of such sum, the member will be required to refund to the Fund immediately upon the Fund's first demand every sum as afore-mentioned.

7. General Exceptions

- 7.1 Notwithstanding all of the provisions contained in these regulations, the Fund is exempt, with respect to any illness, or damage, or injury which occurred as a result of one of the following, from having to provide medical assistance and/or from having to make a reimbursement for the purchase of services, to members:

7.1.1 The insurance event having resulted from the ordinary course of an illness or from a set of medical circumstances, which were, prior to the date of a member's joining of the insurance, discovered to be existing with respect to such member, or the insurance event having occurred after the end of the insurance period.

7.1.2 Insanity, suicide or attempted suicide, self inflicted injury, alcoholism, use of drugs, excluding the use of medical drugs pursuant to a doctor's directive, and also resulting from acts constituting criminal offences or civil damages acts.

7.1.3 A direct or indirect result of serious illnesses as defined in these regulations, including acquired immune deficiency syndrome (AIDS), including mutations and/or variations and/or another similar syndrome, and including anyone being a carrier of these illnesses.

7.1.4 Road accidents as defined in the Compensation to Road Accidents Victims Law, of 5735 – 1975.

7.1.5 A hostile act as defined in the Compensation to Victims of Hostile Acts Law, of 5730 – 1970, if recognized as a “victim” as defined in such law.

7.1.6 An operation or medical treatment resulting from medical treatment or an event which took place abroad or resulting from treatment which is not included in the basket of the services for foreign members even if the treatment was carried out in Israel.

7.1.7 A deformity or congenital disease including hereditary diseases.

7.1.8 An insurance event caused by nuclear fission or nuclear cleavage or by radioactive contamination or warlike or military operation.

8. Entitlement by virtue of Another Agreement

8.1 The Fund is not liable to provide a medical service or reimbursement with respect to which the member is entitled to receive a service or reimbursement or compensation from any third party whatsoever, including any insurance company, state, government, institution or legal body whatsoever, by virtue of any law, or international convention, or agreement, or compromise. Should assistance in consequence of any illness or injury whatsoever as afore-mentioned have been provided to a foreign member by the Fund, the member is liable to refund to the Fund the totality of the expenses incurred by the Fund for the assistance, provided, however, that the aggregate sum which the member will refund to the Fund shall not exceed the sum which the member shall have received from such entity.

8.2 Every foreign member is liable at the time of submission of a request for reimbursement / service by virtue of these regulations, to bring to the attention of the Fund whether there exists in favor of the foreign member a reimbursement obligation on the part of any third party whatsoever. Moreover, the member is liable to indicate an “injuring factor” (if existing) if such “injuring factor” caused the event with respect to which the member is in need of the medical service and to deliver to the Fund all of the details known to the member of and concerning the injurer.

8.3 In any event in which the Fund shall have elected to provide the service or the reimbursement, notwithstanding the existence in favor of the member of a reimbursement liability by virtue of any agreement whatsoever as provided in Section 8.1 above for a service included in these regulations, the participation by the Fund will be restricted to the pro rata percentage portion of the totality of the schemes or policies applicable to the case.

- 8.4** In the event as provided in Section 8.3 above, in which the Fund shall have elected to provide the medical service to the member or the reimbursement with respect thereto, the Fund is entitled prior to providing the service or the reimbursement as afore-mentioned, to condition, in advance, the providing of the treatment by the member's signature to a power of attorney in favor of the Fund which assigns to the Fund the rights of the member and enables the Fund, in order to cover the Fund's expenses as afore-mentioned, to claim payments or damages as afore-mentioned on behalf of the member directly from any legal body. The member will, pursuant to the Fund's demand, at any stage pursuant to the Fund's demand, sign a power of attorney and assignment of rights in favor of the Fund as afore-mentioned.
- 8.5** Should the member have refused to sign the power of attorney as afore-mentioned, or should the member not have refunded funds to the Fund, or should it be proven ex post facto that the member suppressed the information as afore-mentioned, the member will not be entitled to the rights imparted to the member by virtue of these regulations. At the same time the Fund is entitled to take against the member the measures as provided in Sections 2.10 and 2.11 above.

The provisions contained in this Section above will not detract from any of the rights whatsoever of the Fund pursuant to any law or agreement.

9. The Scheme for Additional Health Services and Supplementary Insurances

- 9.1 The application of a foreign member up to the age of 55 years, who has been accepted for insurance and has submitted to the Fund an application to join the additional services/supplementary insurances (hereinafter in these regulations also referred to as – the “supplementary insurance”) scheme of the Fund, will be considered in accordance with the procedures of the Fund. The decision concerning the joining of a foreign member to the supplementary insurance is in the sole discretion of the Fund.
- 9.2 Should the supplementary insurance or part thereof be managed by means of an insurance company, the application will also be passed on for approval by the insurance company.
- 9.3 Foreign members who have been admitted as members to the scheme for additional health services will be entitled to the services included, *mutatis mutandis*, in the regulations of such scheme. In order to dispel any doubt, foreign members will not be entitled, within the framework of the supplementary insurance, to receive medical service which is deviant from the provisions contained in Sections 5.5, 5.6, and 5.7 of these regulations.
- 9.4 The required waiting periods pursuant to the regulations of such scheme as in Section 9.3 above afore-mentioned, will apply to foreign members who are members of the supplementary insurance.
- 9.5 Foreign members will effect payment of a membership fee for supplementary insurance pursuant to the usual tariffs with respect to foreign members as such tariffs will be updated from time to time.

10. Miscellaneous Provisions

- 10.1** The member is liable to notify the Fund in writing of any change, which has occurred in the member's domestic situation (such as marriage and births), in the member's address, the member's place of work, the member's status, and so forth, and this within 30 days from the date of the change.
- 10.2** The Fund will not bear and will not participate in expenses for treatment, or assistance, or medical service of any type whatsoever, which shall have been carried out other than through a provider bound to the Fund by agreement and/or contrary to the procedures of the Fund, except as specifically otherwise stipulated in these regulations.
- 10.3** A foreign member is entitled to appeal against any decision by the Fund to an appeals committee existing by virtue of the Articles of Association of the Fund, which will serve as an arbitrator, as defined in the Health Law, of 5728 – 1968. A decision by this appeals committee will be final.
- 10.4** Every notice sent to the member, pursuant to the member's address in Israel as appearing in the records of the Fund, shall be deemed to have been delivered to the member and to the insured for and on behalf of the member.
- 10.5** The sole place of jurisdiction with regard to anything concerning the Scheme pursuant to these regulations is solely the competent court in the city of Tel Aviv and the customary laws of Israel are the applicable laws to this agreement and to the regulations contained herein.
- 10.6** In order to dispel any doubt, any reference in these regulations, inasmuch as there being such reference, to the National Health Insurance Law and/or to any of such Law's regulations and/or to any order pursuant to such Law, will not impart to a foreign member any rights pursuant to such Law as afore-mentioned, except for such rights as shall have been explicitly applied pursuant to such reference.
- 10.7** Notwithstanding the provisions contained at any other place in these regulations, the Fund is entitled, from time to time, to change and to update the rights of the members in the Scheme and the payments for the services included in the Scheme, provided, however, that the Fund will bring such changes and updates, in good time, to the attention of the members.
- 10.8** Notwithstanding the provisions contained in any law, it is agreed that the prescription period for a claim of reimbursement by or for service from the Fund by virtue of these regulations is 3 years from the date of the cause of action for the claim having come into being. The member will sign the deed of waiver attached hereto, which will constitute an integral part of this agreement and of the regulations contained herein.

- 10.9** A member shall be entitled, pursuant to a member's request made to the Fund, to receive a copy translated into English of these regulations and also a copy of the Second Schedule of the National Health Insurance Law and the Medicines Order in Section 5.2 above, afore-mentioned.
- 11.** The Fund is entitled, in its discretion, to terminate the Scheme at any time, provided, however, that the Scheme will be terminated in its entirety and that its termination will apply to the totality of the insured under the Scheme, and subject thereto that notice of the termination of the Scheme shall have been given to the members of the Scheme three months in advance, and provided, further, that the termination of the Scheme shall not apply prior to the end of two years from the date of the commencement of these regulations.
- 12. Date of Coming into Force:** These regulations will come into force on the date of the approval thereof as required pursuant to the Articles of Association of the Fund.

* In case of any dispute the Hebrew version is binding.

