Phoenix



My Home

Home Buildings and Contents Insurance Policy

Dear Insured,

Please read this policy carefully. If you find any matter that needs to be corrected, please return the policy to the insurance agent as soon as possible!

This policy is a contract

Between: The Phoenix Insurance Company Ltd. (Hereinafter "the Phoenix")

And between: The insured whose name is stated in the schedule (Hereinafter "the insured")

According to which the Phoenix agrees to indemnify the insured for insured events which occur during the period of insurance, up to the sums insured, in consideration of the premium.

The premium, the period of insurance and the sums insured stated in the schedule constitute an integral part of this policy.

This policy is worded in the masculine; in any place in which the masculine is used the same applies in the feminine according to the subject matter.

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MY HOME – HOME BUILDINGS AND CONTENTS INSURANCE POLICY

DEFINITIONS FOR ALL SECTIONS OF THE POLICY

1	**Family members**	The spouse of the insured, their children, their parents or other relatives of the insured, who live with them in the home on a permanent basis.
2	**Apartment building**	A building registered as an apartment building in the Land Registry as well as a residential building which is not registered as aforementioned provided that it contains two or more apartments.
3	**Home or buildings**	The building of the apartment or the house stated in the schedule whose primary use is residential, including verandas, pipes (including gas pipes), sewage and plumbing apparatus, central heating apparatus, air conditioning systems, boilers, solar water heating systems, telephone and electricity apparatus belonging to the property, gates, fences and paved surfaces belonging to the property as well as all permanent fixtures and fittings of the property; and if the property is situated in an apartment building – also including the share of the insured in the common parts of the apartment building as well as any special fixtures and fittings to the apartment (including storerooms).
4	**Unoccupied property**	A property which has been vacant for more than 60 consecutive days or has not been lived in regularly for more than 60 consecutive days;
5	**Domestic staff**	An employee in the direct service of the insured who lives in the home of the insured.

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SECTION A – HOME INSURANCE (BUILDINGS)

The cover under this section is valid solely if stated expressly in the schedule.

1 The insured event

The insured event is loss or damage occurring to the building during the period of insurance as a consequence of one or more of the following perils:

A Fire, lightning, thunder as well as smoke being an extraordinary phenomenon and not a regular phenomenon.

B Explosion or conflagration.

C Storm whose speed exceeds 30 knots, including rain that falls at the same time, snow and hail, **other than the seepage of rainwater via walls or ceilings or its absorption therein.**

D Falling aircraft, articles falling from an aircraft, supersonic boom caused by aircraft.

E Collision or impact by motor vehicles into the home.

F Malicious damage, **excluding:**

1 **Malicious damage caused whilst the property is unoccupied;**

2 **Malicious damage caused by the insured or family members of the insured, or with their consent;**

3 **Malicious damage caused by individuals living in the property with the permission of the insured or with the consent of the insured;**

G Theft, robbery, burglary or attempt thereof, **excluding when the home is unoccupied.**

H Riots and civil commotion.

I Earthquake, including tsunami occurring as a consequence of an earthquake and provided that the insured has not waived cover against this peril by signing on a separate appendix (Earthquake Appendix) and this is stated in the policy schedule.

Regarding the deductible for damage as a consequence of this peril, the insured will bear a deductible of 10% of the sum insured of this section or other percentage if stated

in the schedule, per occurrence. Earthquakes which occur within 72 consecutive hours after the first earthquake has occurred will be considered as a single event

J Flood or inundation from an external source of water, other than tsunami as stated in clause I above.

K Extension for damage by water and other liquids

At the request of the insured and with the agreement of the Phoenix that will be stated in the schedule, the policy will include the following extension:

1 Loss or damage which is first discovered during the period of insurance and which is caused to the home as a consequence of the escape or leakage of water or any other liquid from the plumbing and central heating apparatus of the home, or of any other property in the apartment building, including bursting, blockage or overflowing of boilers and plumbing installations, excluding the cost of the water, wear and tear, corrosion and rusting which occurs to the boilers, pipes, plumbing and heating apparatus themselves. In the case of damage which arises in another apartment in an apartment building, the scope of cover will be limited to a single occurrence during the period of insurance.

2 Insurance cover for damage by water and other liquids is not included under this section whilst the home is unoccupied.

3 Choosing the way in which the damage will be repaired – as detailed in Section 5 hereunder.

2 Perils which are not covered

This section does not cover loss or damage which occurs as a consequence of one or more of the following causes:

A War, hostilities, acts of terrorism.

B Civil war, rebellion, military or civil insurrection, revolution.

C Ionising radiation, radioactive pollution, nuclear processes and any loss or damage due to nuclear material or nuclear waste.

D Seizure, expropriation, confiscation, destruction or demolition of property by the government, the army, a local authority or anyone acting in accordance with the law.

3 Calculation of indemnity

A Indemnity payments due to the insured in accordance with this section will be calculated and paid according to the value of the loss or damage to the home; however no payment will be made which exceeds the buildings sum insured stated in the schedule, all being subject to that stated in clause 2 – Indexation of the sums insured in the General Conditions Applicable to all Sections of the Policy hereunder.

B The indemnity payments will be calculated in such a manner as to bring the insured, as far as possible, to the situation they would have been in were it not for occurrence of the insured event.

C The indemnity payable in accordance with this section will also include, subject to that stated in sub-clause A:

1 Costs for services provided by architects, loss adjusters, building consultants, engineers and contractors, and legal costs, which are incurred for the repair, renovation or reconstruction of the home or part thereof, on condition that prior notice is given to the insurer;

2 Expenses for the removal of debris, cleaning the property, repainting it and reconnecting it to the electricity, telephone, water, gas and sewage networks;

3 Compensation for the loss of rental income from the home or the cost of renting alternative accommodation for the insured and their family members, for as long as the property is uninhabitable in accordance with the determination of a licensing engineer, as defined in the Engineers and Architects Act – 1958 (hereinafter – the Engineers and Architects Act); the compensation in accordance with this clause will be calculated in accordance with the usual rent for a similar home to the one insured under this policy, for a maximum period of 12 months after the occurrence of the insured event, or for a maximum amount which does not exceed 15% of the buildings sum insured, the lower of the two amounts, and this even if the total compensation exceeds the buildings sum insured; payment for rent under this section is subject to reasonable proof that the rent for the alternative accommodation has actually been paid.

4 Non-application of underinsurance

Section 60 of the Insurance Contract Law - 1981 (hereinafter – the Insurance Contract Law) will not apply to this section.

5 Extension for damage by water and other liquids – The way in which water damage is handled and repaired

When arranging the insurance, the insured can decide in advance, when purchasing the insurance, how the damage will be handled and repaired by selecting one of the following two options:

1. Handling and repairing the damage by any plumber who is chosen by the insured.
2. Handling and repairing the damage by an insurer approved plumber who the insured choses from a list of insurer approved plumbers.

The way in which the water damages are handled and repaired according to one of the aforementioned two options will apply in accordance with the option which is stated expressly in the policy schedule.

B Dealing with the water damage to the home (building) by any plumber

If the insured has chosen the cover whereby water damage to the home will be handled and repaired by any plumber of his choice – the indemnity payments will be made only after the damage has been inspected by a representative of the company before the repair is carried out and has approved it. If the insured needs water damage to be repaired as stated in this cover, they must call the claims department of the company on *5070, identify themselves by name, address and policy number, describe the problem and its place it the home and act in accordance with the instructions of the claims department.

C Handling and repairing water damage to the home (building) by an insurer approved plumber

If the insured has selected the cover whereby water damage to the home (building) will be handled and repaired by an insurer approved plumber, the following conditions will apply:

1. The water damage will be repaired by an insurer approved plumber. The plumber will be chosen by the insured from a list of insurer approved plumbers. A list of the plumbers will be provided to the insured at the time of contacting the claims department of the company or can be found in the internet site of the company.

2 The policyholder and anyone who lives permanently with or with the permission of the policyholder in the home is entitled to receive repair service.

3 Conditions for handling claims regarding water damage and repairing said damage by an insurer approved plumber:

3.1 In accordance with that stated in clause 1 – "Methods of compensation" in the "General conditions for all sections of the policy" section, the company is responsible to ensure that the plumber who carries out the repair, repairs all of the damages to the home during the period of insurance which are covered under Section A – "Home (Buildings) Insurance" as stated in clause K – Extension for damage by water and other liquids (hereinafter: "water damage") and this is subject to the exclusions according to which **the Phoenix is not liable for:**

(1) The cost of the water which has escaped or leaked from, pipes, boilers and plumbing and central heating apparatus.

(2) Wear and tear, corrosion and rusting caused to pipes, boilers and plumbing and central heating apparatus themselves.

(3) Where the home is unoccupied – The water and other liquids perils as defined in clause K above.

In the event of water damage the customer must act in accordance with according with clause 4 of the General Conditions hereunder.

3.2 In the event that water damage is repaired in accordance with the conditions of this clause (Repairs by an insurer approved plumber) the insured will pay the company the deductible as stated in the schedule or the cost of the repair in accordance with the price list of the repair technician applicable at the same time – the lower of the two amounts.

In order to calculate the repair cost and the deductible payment, the costs involved in inspecting and locating the cause of the loss and the cost of all additional repairs required to fully repair the damage will be taken into account. The insured will pay the deductible even if the inspection and location costs are the only costs and it is not necessary to make any repairs thereafter.

4 General Conditions

i. Water damages will be repaired by competent technicians who have the required skills to conduct the repairs.

ii. The repair service will be provided nationwide.

iii. If the insured needs to repair water damage as stated in this cover, they must contact the claims department of the Phoenix on *5070, identify themselves by name, provide their address, policy number, describe the problem, including its position in the home and act in accordance with the instructions of the claims department.

iv. The company will enable the insured to choose a plumber to conduct the repair works from a list of insurer approved plumbers that will be supplied to the insured. A list of the approved plumbers will include a service rating for each plumber.

v. The company is responsible for the quality of the repair and the service given to the insured by the insurer approved plumber including the availability of the service and completion of the repair in a reasonable manner.

The repairs will commence within two business days from the time when the insured contacts the insurer approved plumber and the waiting time for the plumber ordered by the insured will not exceed two hours.

vi. In the event of a false claim – the insured will pay the deductible stated in the schedule in this regard.

vii. Repeat repairs: The insured will be exempt from paying any further deductible in the event of repeat repairs within 6 months of the date of the previous repair, where the origin of the cause of the damage was the previous cause of the damage or where the repeat repair involves parts or work that were used in the previous repair.

EXTENSIONS TO SECTION A – HOME BUILDINGS

1 Extension no. 1 – Additional sum insured for apartment buildings – earthquake peril only

This extension will apply solely if stated in the schedule.

A The insured event

The insured event is damage occurring to an apartment in an apartment building, which is owned outright by the insured or under a perpetual lease to the insured, as a consequence of the earthquake peril as stated in clause 1I above, at a rate of at least 70% of the buildings sum insured stated in the schedule, and as determined by a land surveyor, as defined in the Land Surveyors Act – 2001, or a licensing engineer, as defined in the Engineers and Architects Act, as applicable, or if following the damage caused as aforementioned, a demolition order has been issued for the apartment building.

B Calculation of the compensation

1. Following occurrence of the insured event, the indemnity payments due to the insured under this section will be calculated and paid in accordance with the additional sum insured stated in the schedule, all subject to that stated in clause 2 hereunder – Indexation of the sums insured in the General Conditions Applicable to all Sections of the Policy.
2. The additional sum insured will be at a rate of at least 100% of the buildings sum insured stated in the policy schedule.
3. Non-application of underinsurance

   Section 60 of the Insurance Contract Law will not apply to this section.

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2 Extension no. 2 – Additional sum insured for apartment buildings – extended cover

This extension will apply solely if stated in the schedule

A The insured event

1 Damage occurring to an apartment in an apartment building, which is owned outright by the insured or under a perpetual lease to the insured, as a consequence of a covered peril as stated in the list of insured perils under Section A – Home Buildings Insurance at a rate of at least 70% of the buildings sum insured stated in the schedule, and as determined by a land surveyor, as defined in the Land Surveyors Act – 2001, or by a licensing engineer, as defined in the Engineers and Architects Act, as applicable, or if following the damage caused as aforementioned, a demolition order has been issued for the apartment building.

2 An event in which physical loss or damage is caused to the common parts of the building of the insured's apartment (even if no direct damage is caused to the insured's apartment) due to a covered peril as stated in the list of insured perils under Section A – Home Buildings Insurance, as a consequence of which the insured is denied access or the ability to use of the insured home, because no action has been taken to reinstate or repair the common parts arising from:

1) The circumstances enumerated in clause D 1 and 2 hereunder;

2) Due to the lack of financial means of the residents committee or the other residents of the apartment building, each according to their proportional share: and provided that the circumstances have been proven by the insured.

B The sum insured

The additional sum insured will be at least 100% of the buildings sum insured stated in the policy schedule.

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C Calculation of the compensation due to damage caused by earthquake

Following the occurrence of an insured event arising from earthquake the indemnity payments due to the insured in accordance with this extension will be calculated and paid in accordance with the additional sum insured stated in the schedule, all subject to that stated in clause 2 hereunder – Indexation of the sums insured in the General Conditions Applicable to all Sections of the Policy.

D Calculation of the compensation for damages other than due to earthquake

Following occurrence of an insured event arising from the insured perils other than earthquake, the indemnity payments due to the insured in accordance with this extension will be calculated and paid in accordance with the additional sum insured stated in the schedule, subject to that stated in clause 2 hereunder – Indexation of the sums insured in the General Conditions Applicable to all Sections of the Policy:

1 The insured proves that they have not received or cannot receive a statutory construction permit and/or all of the certificates required according to law in order to rebuilding the home building, or there is a legal or other preclusion to reasonably reconstructing the home building, on condition that:

(1) Non-receipt of the aforementioned permit and the certificates or the existence of a legal or other preclusion as aforementioned, are due to reasons which are not dependant on the insured and completely out of the control of the insured.

(2) The inability of the insured to reconstruct the home building continues for at least 6 consecutive months from the occurrence date of the insured event.

2 If a registered civil engineer determines that it is possible to reconstruct the home in the same place and the insured commences reconstructing the home within 6 months from the occurrence date of the insured event, however does not continue with the reconstruction due to a legal or other preclusion which is not dependant on the insured and which is completely out of the control of the insured, and where the preclusion continues for at least 6 consecutive months – the insured will be entitled to compensation in accordance with this extension.

E **Non-application of underinsurance**

Section 60 of the Insurance Contract Law will not apply to this section.

3 Extension no. 3 – Swimming pools and auxiliary buildings

Insurance for swimming pools and auxiliary buildings on the grounds of private houses

If the insured home is a private house, i.e. it is not in an apartment building as defined above, the insurance cover under this section is extended to cover total or partial damage to swimming pools and other auxiliary buildings which are not a permanent part of the home or permanently attached thereto, irrigation systems, trees, plants, lawns and shrubbery which are damaged by fire, lightning, explosion or conflagration only, as well as due to earthquake if this peril is covered under this section.

The liability of the Phoenix in accordance with this cover is limited to the amount stated in the schedule for the swimming pool and auxiliary buildings or 5% of the buildings sum insured; the higher of the two.

It is expressly clarified that the cover under this extension does not include damages arising directly or indirectly from:

A Flood or inundation from an external source of water.

B Collapse of the structure of the swimming pool and/or subsidence.

C Rain, snow or hail.

D Bursting or blockage of the swimming pool plumbing (regardless of whether the plumbing is overhead or underground) and its drainage and plumbing systems or overflowing of the swimming pool apparatus. It is clarified that this exclusion will not apply to pipes leading liquids from the central heating / machinery room to and from the swimming pool, and from the central heating / machinery room to and from the home if separate cover has been purchased for burst pipes damage to the swimming pool.

E The cost of the water that has leaked or escaped from the swimming pool pipes and its plumbing apparatus.

F Damage caused as a consequence of malicious damage.

SECTION B – HOME CONTENTS INSURANCE ON A COMPREHENSIVE BASIS

The insurance cover under this section is valid solely in stated expressly in the schedule.

1 The contents

For the purpose of this policy, "contents" means any item or article located in the home and which is owned, possessed or under the responsibility of the insured or their family members, other than:

- **A** Mechanically propelled vehicles, caravans, trailers, watercraft and aircraft;
- **B** Animals;
- **C** Securities, debentures, share certificates, loan certificates;
- **D** Contracts, letters of undertaking, sale deeds, various types of certificates and documents;
- **E** Gold, silver or precious metal as raw materials, diamonds and precious stones which are not part of jewellery;
- **F** Weapons, ammunition and explosives;
- **G** Manuscripts, plans, blueprints, diagrams, samples, imprinted moulds;
- **H** Accounting records and other business records;
- **I** Equipment and stock used only for a business, other than if stated in the schedule;
- **J** Cheques, traveller's cheques, postal cheques, promissory notes and any type of bond, travel, flight and sailing tickets, credit cards and lottery tickets;
- **K** Items or articles kept in a garden, staircase, on fences or on paved surfaces which are part of the apartment and on condition that they are not usually kept outside of the home; cover under this clause for items or articles which are usually kept outside of the home is limited to 2% of the contents sum insured;

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2 Limitation of liability of the Phoenix for certain items of contents

If specific sums insured are not expressly stated in the schedule for the following items of contents, the indemnity payments for total or partial loss or damage to any of them will be limited to the following amounts:

A Cash or shopping vouchers – Up to 0.5% of the contents sum insured;

B Silverware – Up to 10% of the contents sum insured;

C Statues, paintings, works of art, antiques and collections having a historical, scientific or artistic value – Up to 10% of the contents sum insured;

D Carpets and rugs – Up to 10% of the contents sum insured;

E Furs – Up to 10% of the content sum insured;

F Stamp collections – Up to 5% of the contents sum insured;

G Coin collections – Up to 5% of the contents sum insured;

H Jewellery and items of gold – Up to 10% of the contents sum insured;

I Wristwatches – Up to 10% of the contents sum insured.

Section 60 of the Insurance Contract Act will not apply to the amounts stated in sub-clauses A-H above if they are in the limits stated for each one of them.

3 The insured event

The insured event is loss or damage to the home contents during the period of insurance as a consequence of one or more of the following perils:

A Fire, lightning, thunder as well as smoke being an extraordinary phenomenon and not a regular phenomenon;

B Explosion or conflagration;

C Storm whose speed exceeds 30 knots, including rain that falls at the same time, snow and hail, other than the seepage of rainwater via walls or ceilings or its absorption therein;

D Falling aircraft, articles falling from an aircraft, supersonic boom caused by aircraft;

E Collision or impact by motor vehicles into the home;

F Malicious damage, excluding:

1 Malicious damage caused whilst the property is unoccupied;

2 Malicious damage caused by the insured or family members of the insured, or with their consent;

3 Malicious damage caused by individuals living in the property with the permission of the insured or with the consent of the insured;

G Theft, robbery, burglary or attempt thereof, excluding:

1 When the home is unoccupied;

2 Business contents when the apartment is not used for residential purposes only;

3 If committed by a family member of the insured or by anyone living in the property with the permission of the insured or with their consent;

4 Contents kept on an open veranda on the roof level or on the ground floor which are not usually kept outside of the home;

H Riots and civil commotion;

I Earthquake, including tsunami occurring as a consequence of an earthquake and provided that the insured has not waived cover against this peril by signing on a separate appendix (Earthquake Appendix) and this is stated in the policy schedule.

Regarding the deductible for damage as a consequence of this peril, the insured will bear a deductible of 10% of the sum insured of this section or other rate if stated in the schedule, per occurrence. Earthquakes which occur within 72 consecutive hours after the first earthquake has occurred will be considered as a single event.

J Flood or inundation from an external source of water, other than tsunami as stated in clause J above.

The insured is entitled at the proposal form stage by express notice that will be documented by the insured and stated in the schedule, to waive the cover stated in clause G or for the items of contents as stated in clauses 2H (Jewellery and silver) and 2I (Wristwatches), either wholly or partially.

K Extension for damage by water and other liquids

At the request of the insured and with the agreement of the Phoenix that will be stated in the schedule, the policy will include the following extension:

1 Loss or damage which is first discovered during the period of insurance which is caused to the contents as a consequence of the escape or leakage of water or any other liquid from the plumbing and central heating apparatus of the home, or of any other property in the apartment building, including bursting, blockage or overflowing of boilers and plumbing installations, excluding the cost of the water, wear and tear, corrosion and rusting which occurs to the boilers, pipes, plumbing and heating apparatus themselves. In the case of damage which arises in another apartment in an apartment building, the scope of cover will be limited to a single occurrence during the period of insurance.

2 Cover for damage by water and liquids is not covered under this section whilst the home is unoccupied.

4 Perils which are not covered

This section does not cover loss or damage which occurs as a consequence of one or more of the following causes:

A War, hostilities, acts of terrorism;

B Civil war, rebellion, military or civil insurrection, revolution;

C Ionising radiation, radioactive pollution, nuclear processes and any loss or damage due to nuclear material or nuclear waste;

D Seizure, expropriation, confiscation, destruction or demolition of property by the government, the army, a local authority or anyone acting in accordance with the law.

5 Cover for some of the contents away the home

A Clothing, personal effects and jewellery of the insured and their family members will be covered while temporarily away from the home, against the perils included under this section other than theft however not whilst kept in any motor vehicle or whilst situated outside of Israel.

B The compensation in accordance with this clause is limited to 5% of the contents sum insured.

6	**Calculation of indemnity**	Indemnity payments due to the insured in accordance with this section will be calculated and paid according to the value of the loss or damage; however no payment will be made which exceeds the contents sum insured stated in the schedule, all being subject to that stated in clause 2 – Indexation of the sums insured in the General Conditions Applicable to all Sections of the Policy hereunder: indemnity payments for loss or damage to several items will not exceed the amount stated in the schedule, if stated, as the sum insured of the items. **A** The indemnity payments will be calculated in such a manner as to bring the insured, as far as possible, to the situation they would have been in were it not for occurrence of the insured event. **B** The compensation will also include loss or damage to clothing and personal effects of domestic staff of the insured whilst situated in the home for up to 5% of the contents sum insured.
7	**"All Risks" cover for jewellery, up to 10% of the contents sum insured**	If stated expressly in the schedule that the jewellery is covered under this section on an "All Risks" basis; then the cover under this section will cover jewellery, belonging to the insured, whilst located in the home as well as whilst kept temporarily away from the home anywhere in the State of Israel and the occupied territories. The cover under this clause is in accordance with the conditions of Section E – "All Risks" Insurance for Jewellery and Valuables, hereunder. The aggregate liability of the Phoenix for the entire period of insurance cover under this clause is limited to 10% of the contents sum insured.
8	**Underinsurance**	If at the time of executing the insurance contract the contents sum insured is more than 15% lower than the value of the contents, the liability of the insurer will be proportionately reduced by the ratio between the sum insured and the value of the contents at the time of executing the insurance contract. Each item for which a separate sum insured is stated in the schedule is subject to this clause separately. The provisions of this clause do not apply to limits of liability which are stated in the policy or in the event that the contents sum insured has been determined by or on behalf of the insurer.

SECTION C – EXTENSION FOR HOME CONTENTS INSURANCE ON AN "ALL RISKS" BASIS

The insurance cover under this section is valid solely if stated expressly in the schedule and is subject to the sums insured being determined in accordance with a valuation of all of the home contents.

1 The insured event

A sudden, unforeseen and accidental occurrence, arising from an external cause which leads to the total or partial damage to the contents of the home whilst located in the home and on condition that this damage is not excluded from the cover in the following exclusions.

2 Exclusions – Events and damages which are not covered under the policy

The Phoenix will not be liable under this section for total or partial damage which is caused directly or indirectly by, or via, or as a consequence of:

A **Embezzlement, fraud, dishonesty, deceit.**

B **Moth, worms, rodents, scratching, nibbling or gnawing by animals and/or rodents, gradual deterioration, humidity, rust or atmospheric or climatic conditions.**

C **Gradual wear and tear or deterioration, depreciation, wear and tear, humidity, rusting or atmospheric or climatic conditions.**

D **Scratching, peeling or damage to the covers of: wristwatches, furniture or domestic electrical appliances or any plating as well or damage which occurs during a process of cleaning or reconditioning.**

E **Breakage (including cracking) of: glass, toilets, sinks, marble and ceramic surfaces and the like other than damage covered under clause F of Section D – Special Extensions.**

F **Disappearance or shortage of property or any other damage which cannot be attributed to a specific accident.**

G **Breakdown of any type and/or the malfunction due to any cause of any property including: wristwatches, cameras, camcorders, musical instruments, home electronic equipment and domestic electrical appliances, other than damage which is caused directly by fire or lightning.**

H **Any type of damage to camera lenses, other than if caused during damage to the camera itself.**

I **Loss or breakage of spectacles and/or contact lenses.**

J **Deterioration as a consequence of a power outage of contents which are undergoing a process of cooking, freezing or refrigeration.**

K **Processes of cleaning, reconditioning, repair or painting.**

L **Damage caused by plant pests.**

M **Damage to cords of musical instruments.**

N **Any event which is excluded from the covered perils in the case of an insured event under Section B "Home Contents Insurance on a Comprehensive Basis" above.**

O **Any event which can be insured under Sections D, F-J hereunder, or which is included in the exclusions to those sections.**

3 Special conditions applicable to the cover under Section C

Without derogating from any of the terms, conditions and exclusions of this section, the insurance cover under this section is subject to the following terms, conditions and exclusions:

A Section B – "Home Contents Insurance on a Comprehensive Basis", above.

1 Clause 1 Definition of contents.

2 Clause 2 Limitation of liability of the Phoenix for certain items of contents.

3 Clause 4 Perils which are not covered.

4 Clause 5 Cover for some of the contents away from the home.

5 Clause 6 Calculation of indemnity.

6 Clause 8 Underinsurance.

B Section E – "All Risks" Insurance for Jewellery and Valuables" – clause 4.

4	**"All Risks" cover for jewellery, up to 10% of the content sum insured**	The insurance cover under this section covers jewellery up to 10% of the contents sum insured, belonging to the insured on an all risks basis as defined in Section E hereunder, whilst located in the home and temporarily away from the home, anywhere in the State of Israel and the occupied territories. The insurance cover under this clause is subject to the conditions of Section E – "All Risks" Insurance for Jewellery and Valuables", hereunder.

SECTION D – SPECIAL EXTENSIONS TO THE COVER UNDER SECTION B OR SECTION C

The insurance under this section covers an insured event or expense due to an insured event, as defined in clause 1 of Section B "Home Contents Insurance on a Comprehensive Basis" above (even if the contents are covered under the conditions of Section C) and subject to the exclusions contained in Section B – Contents Insurance.

1	**Special extensions**	**A** **Clothing and personal effects of the guests of the insured, whilst they are in the home** Clothing and personal effects belonging to guests of the insured are covered against damage as a consequence of an insured event, excluding breakage and loss, whilst they are located in the home. **The liability of the Phoenix under this cover is limited to 5% of the content sum insured.**
		B **Content away from the home** The contents of the home, other than: cash money, domestic electronic equipment, jewellery and valuables of any type, are also covered whilst located away from the home in: service buildings, storerooms, auxiliary buildings, on condition that these structures are constructed of: bricks, breeze blocks or concrete and all of their entrances are locked. The insurance cover under this clause does not provide cover against the theft peril. The liability of the Phoenix under this cover is limited to 5% of the contents sum insured.

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C Restoration of documents

Reasonable and essential expenses which are actually incurred by the insured or their family members to restore personal certificates and/or personal documents due to an insured event.

The insurance cover under this clause does not cover the value of the data (the informative value). The liability of the Phoenix under this cover is limited to 1% of the content sum insured.

D Liability of the insured as a tenant

If the insured resides in a home whose contents are covered under Section B or C, at unprotected tenancy conditions, and provided that their interest in the home (buildings) is not covered under any policy, the Phoenix will indemnify the insured for their liability as a tenant for damage to the building which is caused directly by an insured event as defined in Section A – Home Insurance (Buildings), and subject to the exclusions under Section A – Home Buildings Insurance.

The insurance cover under this cover does not include the earthquake peril.

The liability of the Phoenix under this cover is limited to 10% of the contents sum insured.

E Accidental damage to home electronic equipment insurance

The home contents insurance covers total or partial damage which is caused by breakage arising from an accident to home electronic equipment which is expressly specified in the schedule and/or in a valuation.

The insurance cover under this clause is limited to desktop appliances, whilst they are located in the home, and does not include: portable compact disc players, mobile computers, camcorders, appliances such as remote control devices or computer mice, data storage means of any type, including the data stored therein, damage caused solely to magnetic heads only and cathode laser tubes when they are located outside of the appliance. As regards overhead projectors, plasma screens and LCD screens larger than 55", the liability of the Phoenix is limited to the sum of NIS 10,000 per item other than if stated otherwise expressly. **The Phoenix is not liable under this cover for depreciation or wear and tear, mechanical, electronic or electrical breakdown, damages due to short-circuits or overvoltage.**

In respect of this clause: **"Electronic equipment"** means televisions including LCD and plasma sets, audio systems, videos, camcordes, home computers and printers.

F **Insurance for accidental breakage of window panes, sinks, mirrors etc.**

The home contents insurance covers total or partial damage which is caused by accidental breakage that affects the entire thickness of the property, to the insured property as detailed hereunder:

1. Fixed glass in the building, doors, mirrors and fixed glass in furniture.
2. Baths, basins, toilet seats and marble surfaces in kitchens, bathrooms and toilets.

The property covered under this clause does not include: frames, mountings, holders, decorated or plated glass as well as cracked or defective items.

The liability of the Phoenix under this cover is limited to 5% of the contents sum insured per occurrence and in the aggregate for the period of insurance.

SECTION E – "ALL RISKS" INSURANCE FOR JEWELLERY AND VALUABLES

The insurance cover under this section is valid solely if stated expressly in the schedule.

1 The insured event

Total or partial damage to the insured property (as defined hereunder), which is caused by a sudden, unforeseen and accidental occurrence, arising from an external cause whilst located in the insured home, or temporarily away from it, anywhere in the State of Israel and the occupied territories, and on the express condition that this damage is not excluded from the cover by the exclusions hereunder, does not constitute an insured event under Section B "Home Contents Insurance on a Comprehensive Basis" and is not included in its exclusions.

The sums insured for the items covered under this section shall be included in the sum insured for the home contents.

The liability of the Phoenix for each and every item is limited to the market value of the item on the occurrence date of the insured event, or to the amount stated in respect thereof in the schedule or in a valuation, and with reference to the market value on the occurrence date of the insured event.

2 The insured property

Any item belonging to the insured or to any of their family members, in respect of which it is stated in the schedule that it is covered under this section and whose value and description are detailed in a valuation and is comprised of one or more of the following types of property:

- **A** Jewellery and silverware.
- **B** Wristwatches.
- **C** Furs.
- **D** Cameras, camcorders and musical instruments.
- **E** Medallions, coins and stamps.
- **F** Paintings and works of art.

3 Exclusions – Events and damages which are excluded from the insurance cover under Section E

The Phoenix will not be liable under this section for:

A **Total or partial damage which is caused directly or indirectly by, or via, or as a consequence of:**

1. **Embezzlement, fraud, dishonesty, deceit.**
2. **Moth, worms, rodents, scratching, nibbling or gnawing by animals and/or rodents, gradual deterioration, humidity, rust or atmospheric or climatic conditions.**
3. **Gradual wear and tear and/or destruction, depreciation, amortisation, other than total or partial damage which is caused to any item as a consequence of the loosening of a clasp, tweezers, holder, undercarriage or container of any type.**
4. **Processes of cleaning, renewal, repair or painting.**
5. **Breakdown of any type and/or malfunction due to any cause of cameras, camcorders and musical instruments, other than damage which is caused directly by lightning.**

B **Total or partial damage caused to:**

1. **Property which is used by the insured for business or professional purposes.**
2. **Property which is located outside of the State of Israel and the occupied territories, other than if stated otherwise in the schedule.**
3. **Property which is on loan to others and any property which was not in possession of the insured at the time when the insured event occurred.**
4. **Any property whilst located in a vehicle which is not under the supervision of an adult.**
5. **Camera lenses other than if caused during damage to the camera itself.**
6. **External covers or casings of cameras, camcorders and musical instruments.**
7. **Cords of musical instruments.**

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8 **Medallions, coins, stamps, paintings and works of art whilst located away from home.**

9 **Musical instruments in event halls including in discotheques and nightclubs.**

10 **Gems and precious stones which are not inlaid in an item of jewellery.**

C Internal damage (including internal breakdown) to wristwatches and damage to their glasses or covers.

D Any damage which is excluded from the insurance cover in the Exclusions to all Sections of the Policy.

E Any event which is excluded from the "Perils which are not covered" as stated in Section B – Contents Insurance on a Comprehensive Basis.

4 Limitation of the liability of the Phoenix in respect of certain items of property

A The liability of the Phoenix for each item which constitutes part of a set or series or pair of items is limited to the proportional material value of the item in the set or series or pair of items, as applicable.

B In addition to the provisions of clause A above, the liability of the Phoenix for stamp and coin collections is limited as follows:

1 Israeli medallions, coins and stamps – The current market prices, however not exceeding the sums insured stated for them in the valuation or in the schedule.

2 Medallions, coins and stamps from other countries – 75% of their value as stated in the latest edition of the Stanley Gibbons catalogue, but not exceeding the sums insured stated for them in the valuation or in the schedule.

SECTION F – BICYCLE INSURANCE

The insurance cover under this section is valid solely stated expressly in the schedule.

1 The insured event

Total or partial damage to bicycles (whose details are stated in the schedule) belonging to the insured or to their family members, which is caused by an accident whilst they are being used by the insured or their family members in the home, or outside of it **and on the express condition that this damage is not excluded from the insurance by the exclusions in accordance with clause 2 hereunder.**

2 Exclusions – Events and damages which are excluded from the insurance cover under Section F

A The Phoenix will not be liable under this section for total or partial damage which is caused:

1 To bicycles which do not belong to the insured or to their family members.

2 Whilst being used for the purpose of a race, competition or rental.

3 Whilst being used at night when the lights of the bicycle are not switched on.

4 To a bicycle which has an auxiliary engine.

5 To tyres and tubes only.

6 Outside of the State of Israel and the occupied territories.

B Gradual deterioration and/or wear and tear or breakdown of any type.

C Theft of parts of the bicycle.

Any damage which is excluded from the insurance in accordance with section 4 "Perils which are not covered" of Section B – Contents Insurance.

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3	**Risk mitigation means**	**Theft cover for bicycles is subject to tying them with a chain or steel cable and locking them with a steel lock to a permanent structure anchored by concrete into the ground or to a concrete wall. The aforementioned will not apply to the theft of a bicycle that was at the time of the occurrence kept in a closed and locked storeroom.** The insured must ensure that all of the protection means are intact and in full operation to mitigate the risk as stated above. If the said means are not implemented, the Phoenix will be entitled to cancel the policy or reduce its liability subject to legal provisions.
4	**Third party liability insurance due to the use of a bicycle**	If third party liability insurance cover in accordance with Section G 1 is included in the policy, the cover under this extension will cover the legal liability of the insured to third parties due to the use of the bicycle. The liability of the insurer under this clause is subject to the conditions of Section G 1 hereunder and up to the limits of liability stated in the schedule for this section.
5	**Exclusions to the third party liability cover due to the use of a bicycle**	Without derogating from the exclusions detailed in Section G 1 – Third party liability – the insurance cover under this extension does not cover any liability in respect of: **A** The use of a bicycle which does not belong to the insured or their family members. **B** Whilst using a bicycle for a race, competition or rental. **C** Whilst using a bicycle at night without switching on the light of the bicycle, or if bicycle is not fitted with a light – whenever such a bicycle is being used at night. **D** The use of a bicycle with an auxiliary motor including an electrical motor. **E** Whilst using a bicycle outside of the State of Israel and the occupied territories.

SECTION G – LIABILITY INSURANCE

SECTION G 1 – THIRD PARTY LIABILITY INSURANCE

This insurance cover under this section will apply solely if stated expressly in the schedule.

1 The insured event

The insured event is the liability of the insured or their family members, including their domestic staff, to make payment to a third party in accordance with the Tort Ordinance (New Version), subject to the limits of liability stated in the schedule, due to an accidental event which occurs in the State of Israel or in an "area" as defined in the Amendment and Extension of the Validity of the Emergency Regulations (Judea and Samaria – Jurisdiction for Offences and Legal Aid) Act – 2007, which leads to –

1. Death, illness, disease, bodily injury or psychiatric injury;
2. Loss or damage to third party property.

2 Claims handling

A. The insurer is entitled, and at the demand of the third party – is liable, to pay the indemnity to the third party which the insurer is due to pay to the insured, provided that written notice to this effect is sent to the insured as stated in sub-clause B, and if the insured does not raise any objection as stated in the same clause; however any allegation which the insurer can invoke against the insured may also be invoked against the third party.

B. If a third party demands indemnity payments as stated in sub-clause (A) the insurer will notify the insured in writing within 7 business days of the demand as aforementioned and if the insured does not raise any objection to paying the compensation within 30 days, the insurer will pay the indemnity which it is liable to pay to the insured to the third party, if required to do so.

C. The insurer is entitled to take over or conduct in the name of the insured the defence of any claim and the insured must assist the insurer, on request, to the extent required by the insured to settle the third party claim.

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	D	In the event of a claim or claims against the insured arising from a single insured event or from a series of events which can be attributed to a single originating cause covered under this section of the policy, the insurer will be entitled to pay the total limit of liability under this section to the insured, and after such payment the insurer will relinquish the conduct of the claim or claims as aforementioned and the insurer will have no further liability in connection therewith, other than for legal expenses determined by a court or reasonable expenses incurred in connection with the said claims.
3 **Cover for legal expenses**		In the event of a claim for indemnity payments under this section, the insurer will pay reasonable legal expenses that the insured incurs due to their liability, even in excess of the limit of liability in accordance with this section.
4 **Exclusions to the third party liability cover**		**The insurer will not be liable to indemnify the insured for any amount which the insured is held liable to pay or has incurred if the cause arises from any of the following:**
	A	Liability to employees who have employment relations with the insured.
	B	Injury to family members of the insured or to domestic staff of the insured.
	C	Liability of the insured to a third party directly related to the profession or occupation of the insured, other than if cover for such activity is expressly stated in the schedule.
	D	The professional liability of the insured or liability arising from products manufactured, handled, marketed or serviced by the insured in the framework of any business activity.
	E	Motor vehicles as defined in the Compensation for Road Accident Victims Act – 1975, cranes, lifting apparatus (other than passenger lifts), aircraft, watercraft, mechanically propelled transportation vehicles.
	F	The use of weapons.
	G	Animals other than domestic pets, dangerous dogs or dangerous breeds of dogs, as defined in the Regulation of Supervision of Dogs Act – 2002.

H	The use of a swimming pool containing a filtration system, jacuzzi or sauna outside of the home building, other than if stated otherwise in the schedule;
I	Works carried out in the home by tradesman where the duration of the works exceeds two weeks from the date of actually starting the work.
J	Any claim brought against the insured in a court of law outside of the State of Israel.

5	**Non-application of underinsurance**	Section 60 of the Insurance Contract Law will not apply to this section.

SECTION G 2 - EMPLOYERS LIABILITY FOR DOMESTIC STAFF

The insurance cover under this section is valid solely if stated expressly in the schedule.

1	**The insured event**	Death, illness or bodily injury, which occurs during the period of insurance, in the State of Israel and the occupied territories, to a domestic staff member of the insured, during and due to their employment in their direct service in domestic house work even if they do not live in the insured's home, in respect of which the insured is held liable to pay compensation in accordance with the Torts Ordinance (New Version) – 1968. The Phoenix will also indemnify the insured in excess of the limit of liability stated in the schedule in this regard, for all reasonable expenses for the defence of a lawsuit due to an insured event. If the amount of liability which is imposed upon the insured is higher than the limit of liability covered under the policy, the insurer will only be liable to indemnify the insured for their proportional share of the expenses being the ratio between the limit of liability covered under the policy and the amount of liability which is imposed upon the insured.
2	**The limits of liability**	**The liability of the Phoenix for employers liability insurance will not exceed:** **A** **The amount stated in the schedule as the limit of liability per insured event per single employee.**

B The amount stated in the schedule as the limit of liability per insured event, or series of insured events, arising from a single origin or single originating cause and in the aggregate for the period of insurance.

3 Exclusions

Events and damages which are not included in the employers liability insurance for domestic staff insurance

The employers liability insurance does not cover any liability for:

A Any amount which the National Insurance Institute claims from the insured.

B Any amount which is paid by the National Insurance Institute in respect of death, illness or bodily injury, or any amount which would have been paid by the National Insurance Institute but which is not paid due to non-compliance with any of the provisions of the National Insurance Law, or because no claim was made with the National Insurance Institute.

C Any liability in respect of youth who are employed in breach of any legal provisions or regulations regarding the employment of youth, or not in compliance with them.

D Motor vehicles.

E The use of watercraft and aircraft.

F 1 Any liability which may apply to the insured in respect of an insured event whose origin arises directly or indirectly and/or which is connected in any manner to asbestos or any materials containing asbestos in any manner and amount, provided that the insured event arises or is influenced by the hazardous characteristics of the asbestos.

2 Any liability which may apply to the insured in respect of silicosis and without derogating from the aforementioned including any liability which may apply to the insured due to an insured event whose origin or cause arises directly or indirectly and/or is connected in any manner to silicosis or to any materials containing silicates, provided that the insured event arises or is influenced by the hazardous characteristics of silicates.

G **Any agreement or contract that imposes liability upon the insured or their family members which would not have applied in the absence of such agreement or contract.**

H **Any amount that the insured or any of their family members would be entitled to claim from any other party, but which they are precluded from doing so in accordance with an agreement or a contract to which they are party.**

I Any liability which is excluded from the insurance in accordance with the Exclusions to all Sections of the Policy.

SECTION H – INSURANCE FOR PROPERTY IN SAFES

The insurance cover under this section is valid solely if stated expressly in the schedule.

1	**The insured event**	Total or partial accidental damage which is caused to the insured property whilst located in a bank safe in the State of Israel and the occupied territories and on the express condition that the same damage is not excluded from the insurance by the exclusions stated hereunder.
2	**The insured property**	The contents of a safe registered in the name of the insured which is kept in a bank as stated above and as stated in the schedule including jewellery whose descriptions and values are stated in the valuation.
3	**Exclusions – Events and damages which are excluded from the insurance cover under Section H**	**A** **The Phoenix will not be liable under this section for total or partial damage which is caused directly or indirectly by, or via, or as a consequence of:** **1** **Unexplained disappearance of the property, or shortage or loss which cannot be attributed to accidental physical damage.** **2** **The use of keys to the safe stated in the schedule, other than if the key was obtained by physical violence, fraud or theft.** **3** **Theft which does not constitute a burglary using force and violence.** **4** **Breakage, depreciation, wear and tear, gradual deterioration, damage due to non-operation, moth, insects, worms, rodents, humidity, mould, rust, climatic conditions having a gradual effect.** **5** **Inherent vice of the insured property.** **B** **The value of information stored in documents, maps, plans, recording and photography films and any loss arising from such loss of value.** **C** **Any property which is covered under "All Risks" insurance cover under another section of this policy or under another policy.** **D** **Any event which is excluded from the insurance by the Exclusions to all Sections of the Policy.**

SECTION I – TERRORISM INSURANCE

The insurance cover under this section is valid solely if stated expressly in the schedule.

1	**The insured event**	Physical damage by an act of terrorism (as defined in clause 2 hereunder) in the territorial limits, as defined hereunder, which is caused to home buildings if covered under Section A "Home Insurance (Buildings)" and/or home contents if covered under Section B "Home Contents Insurance on a Comprehensive Basis" or under Section C "Home Contents Insurance on an "All Risks" Basis".
2	**Definition of an act of terrorism**	**A** **"Act of terrorism"** – Destruction or harmful act to the property insured under this policy which is committed with violence for political aims, including the use of violence for the purpose of intimidating the public or part thereof, by a person or group either if acting on behalf of or in connection with any organisation or not, and including acts which are committed in order to promote the uprising known as the *intifada*. **B** **"The territorial limits"** – The borders of the State of Israel and the occupied territories. **C** **"The occupied territories"** – Areas C and Israeli settlements and IDF bases and/or outposts in Area B. **For the sake of avoidance of doubt Area A is not included in the occupied territories.** **"The areas"** – The "areas" as defined in the **Treaty of Peace Between the State of Israel and the Hashemite Kingdom of Jordan Act – 1995.**
3	**Limitation of liability of the Phoenix under this section**	**The liability of the Phoenix under this section is limited to the difference between the sum insured of the insured property, under Sections A-C, and the amount of compensation to which the insured is entitled by virtue of the Property Tax and Compensation Fund Act – 1961 and its regulations (hereinafter: "The Property Tax Law"). The Phoenix will not be liable for any amount that the insured is entitled to receive by virtue of the Property Tax Law which is not paid to the insured by the Property Tax and Compensation Fund due to failure to comply**

		with any of the provisions of the Property Tax Law, or due to the fact that the claim was not filed with the Property Tax and Compensation Fund. In any case the indemnity payments under this section will not be less than an amount equivalent to 10% of the amount which is actually paid in respect of terrorism damage by the Property Tax and Compensation Fund.
4	Exclusions – Events and damages which are excluded from the insurance cover under Section I	The Phoenix will not be liable for total or partial damage under this section for damage:
	A	Which is caused directly or indirectly by, or via, or as a consequence of burglary, or theft, or robbery by individuals taking part in them.
	B	Which is caused to: stamps, cash money, works of art and statues.
	C	Which involves breakage of glass or windowpanes if they were the only items damaged.
	D	Which is excluded from the insurance in the "Perils which are not covered" section as stated in Section B – Contents Insurance on a Comprehensive Basis, other than terrorism damage covered under this section.
5	Special condition – burden of proof	In any claim for indemnity payments under this section, the burden of proof is imposed upon the insured to demonstrate that the insured property was indeed damaged totally or partially by terrorism. In order to prove their claim, the insured must present to the Phoenix written confirmation from the police or from the Ministry of Defence or written confirmation from the Manager of the Property Tax and Compensation Fund.

SECTION J – SPECIAL COVERS

The cover under each of the coverage clauses stated hereunder is valid solely if stated expressly in the schedule.

1 Insurance for an unoccupied home

The insurance cover under Sections A-D also covers burglary, robbery, malicious damage and the escape and leakage of water in a period in which the home is unoccupied; **excluding total or partial damage to cash money, jewellery, furs, silverware and other valuables.**

Preconditions to the liability of the Phoenix under this clause are the implementation and compliance with all of the following requirements:

A The existence, intactness and operation of all of the protection means which have been agreed with the insured.

B The main switches of the water, electricity and gas systems in the home shall be closed.

C The home shall be visited at least once every two weeks by the insured or by a person representing them who is over the age of 17 years.

2 Insurance for business activities in the home

If the contents of the home are covered under Section B "Home Contents Insurance on a Comprehensive Basis" or under Section C "Home Contents Insurance on an "All Risks" Basis", the contents insurance includes cover for a business located in the home, constituting any of the following: office, hair salon, beauty salon or clinic – as stated in the proposal form and in the schedule and subject to the following conditions:

The home contents insurance also includes computer systems, furniture and business and office equipment as well as stock used to treat customers, or for sale (hereinafter: business contents) and this is on the express condition that their values are included in the contents sum insured.

As regards cover for business contents it is hereby agreed that:

A **The insurance for business contents insurance cover under this clause applies in accordance with the conditions of Section B "Home Contents Insurance on a Comprehensive Basis" (even if the other home contents are covered in accordance with the conditions of Section C).**

B **The insurance cover under this clause does not cover the theft of business contents.**

The liability of the Phoenix in respect of stock is limited to 10% of the contents sum insured other than if stated otherwise in the schedule.

Section D – The special extensions to Section B or to Section C do not apply to business contents insurance other than the extension for home electronic equipment and the extension for the restoration of documents as stated hereunder.

C **Accidental breakage of home electronic equipment insurance, in accordance with the conditions of clause 1E of Section D "Special Extensions to Section B or to Section C" also includes computers and printers used for the business.**

D Restoration of business documents – The contents insurance also includes cover for the total or partial damage of business documents of any type (including computer records) as well as reasonable and essential costs which are actually incurred by the insured for their restoration, due to an insured event which is covered in accordance with the conditions of Section B "Home Contents Insurance on a Comprehensive Basis" (even if the other home contents are covered in accordance with the conditions of Section C).

It is hereby expressly agreed that:

1 **The insurance cover under this clause does not cover the value of the data (the informative value).**

2 **The liability of the Phoenix under this clause is limited to 5% of the contents sum insured.**

E The Third Party Liability Insurance in accordance with the conditions of Section G 1 also covers the liability of the insured to the public due to those parts of the home which are used for the business.

It is hereby expressly clarified that the insurance cover under this clause does not cover professional liability or any other liability in connection with, or as a consequence of products which have been manufactured, sold, supplied, repaired, treated, assembled or imported to Israel by the insured or in connection with them or by any other party on behalf of the insured.

F The Employers Liability Insurance in accordance with the conditions of Section G 2 covers the liability of the insured to up to 3 members of staff employed by them, in the business located in the home, in clerical, sales and cleaning work only, **subject to the exclusions of Section G 2 (Employers Liability Insurance)**.

3 Calibre – Insurance for individuals carrying a licensed weapon

A Definitions

1 The insured: The person whose details are stated in the schedule as the insured in accordance with this cover, who at the time of occurrence of the insured event was in possession of a private gun with a valid license (hereinafter "the gun insured under this cover").

2 The insured event: Liability in respect of an accidental event due to the unintentional escape of a bullet from the gun carried by the insured, which occurs during the period of insurance and within the State of Israel and the occupied territories stated in the policy and which causes:

A. Bodily injury, death, illness, bodily, psychiatric or mental injury or defect, other than to the family members of the insured as they are defined in the policy.

B. Damage to property, other than property owned or under the responsibility of the insured and/or of the family members of the insured as they are defined in the policy.

C. Deductible: The amount that the insured will pay out of the indemnity payments and expenses for the settlement of claims and legal expenses which are paid by the Phoenix in accordance with this cover.

B **Compliance with safety conditions –** The insured must comply with all legal directives applying to the maintenance, security and use of weapons, including those stated in the license for carrying the weapon and shall take reasonable precautions to prevent an insured event.

C **Cover for criminal defence expenses due to the use of the insured gun covered by this extension**

1 **Fees –** Lawyer's fees for the conduct of legal proceedings as set out in the Israel Bar Association Rules (Minimum Tariff) – 1985, or in the minimum lawyer's fees tariff rules as may be enacted from time to time.

2 **Defence costs (including appeal) –** Fees, levies, stamp duty, copies of protocols, witness fees and expert fees as determined by a court or in accordance with that determined in the criminal law procedures **however excluding any fine, punitive compensation or payment imposed in a sentencing.**

3 **The cover:**

A. The Phoenix will appoint a lawyer for the insured under this cover who will defend them in criminal proceedings which are filed against them due to an insured event which occurs during the period of insurance **other than offences in which there is an option to pay a fine.**

B. If the Phoenix does not appoint a lawyer in accordance with the aforementioned, the insured is entitled to approach a lawyer of their choice. In such a case the Phoenix will indemnify the insured for the payment of fees and defence costs which have been paid by the insured, **however not exceeding the sum of NIS 6,000.**

Similarly, the Phoenix will fund legal representation fees for lodging a single appeal in an appeal court. A precondition for funding the appeal is the receipt of an opinion from the lawyer who appeared at the trial which is requested to be appealed stating that there is a pertinent basis and good chance of success in the appeal, and **provided that the total compensation in respect of the appeal does not exceed NIS 6,000 on the occurrence date of the insured event.**

4 Subjectivities

A. The insured shall submit on demand to the Phoenix any court papers, protocols, expert opinions, rulings, judgements and any other document in their or in the lawyer's possession connected to the legal proceedings. The insured shall instruct the lawyer to submit any document mentioned in this clause to the Phoenix on demand.

B. The Phoenix shall pay the fees and the defence expenses at the end of the legal proceedings or the appeal, as applicable.

C. Written notification shall be submitted to the Phoenix, immediately following the occurrence of the insured event and not less than 30 days prior to the date that has been set for the hearing.

5 The insured's deductible for legal defence expenses insurance due to the use of a gun is NIS 1,000.

D "All Risks" cover for guns

1 The insured event

Total or partial damage to the gun covered under this clause which occurs due to an accident which is not excluded from the insurance in the General Exclusions to all Sections of the Policy and in accordance with the special exclusions to the "All Risks" insurance for guns as follows.

2 The compensation will be for the cost of the repair or the value of the gun, on an indemnity value basis, at the time of the occurrence of the insured event, **however not exceeding NIS 8,000.**

3 Exclusions – Events and damages which excluded from the "All Risks" insurance for guns.

The Phoenix will not be liable for total or partial damage which occurs:

A. To a gun used for business or professional purposes including use for guarding or security purposes.

B. Directly or indirectly by, or as a result of: gradual deterioration, humidity, rusting, climatic or atmospheric conditions, breakdown of any type or a process of cleaning, repair or reconditioning.

4 Deductible

The insured will pay a deductible of NIS 200 for each occurrence of damage to the gun covered on an "All Risks" basis under this clause.

5 Duty to report to the police

The insured must notify the police in the case of any total or partial damage arising from a malicious act, burglary, theft or robbery of the gun.

4 Perils which are not covered	The Phoenix is not liable under this section for any event which is excluded under the Perils which are not covered section as stated in Section B – Contents Insurance on a Comprehensive Basis.

SECTION K – PERSONAL ACCIDENT INSURANCE

The cover under this section is valid solely if stated expressly in the schedule.

A The operative clause

If states expressly in the schedule, in consideration of the undertaking of the insured to the insurer to pay the premium stated in the schedule and to provide payment means from which the premium can be collected, the insurer will pay benefits to the insured or to their legal representative or to the beneficiaries, whose names are stated in the schedule according to the insured event, as defined in this section, **provided that the accident due to which the insured event occurred, occurred during the period of insurance; this up to the sums insured stated in the schedule or in the policy and up to the limit of liability of the insurer** and subject to the conditions of this section.

B The validity of this section

1.1 **The liability of the insurer is determined solely in accordance with the conditions of this section and subject to the directives of the legislative arrangement.** The legislative arrangement means: The laws, the regulations, the ordinances, the circulars and the directives of the Commissioner of Insurance, including the laws which are referred to in this policy and in this section, as may apply from time to time, which regulate the conditions applicable to the insured and the insurer under this policy.

1.2 This section will take effect on the date stated in the schedule as the inception of the cover subject to the receipt of an undertaking to pay the premium and receipt of payment means from which it is possible to collect the premium, subject to that stated in this section and its sub-clauses.

1.3 The insurer is liable to the insured in accordance with the covers which they have purchased, as stated in the schedule and up to the expiry of the period of insurance, stated in the schedule and subject to the prescription period stated in the law.

1.4 If the written proposal form has been received, including a proposal form containing a health declaration, the following conditions will apply:

1.4.1. The conditions of the insurance cover will be determined in accordance with that stated in the said proposal form however if the insurer declines the proposal form **the cover under this section will not be valid and the insurance cover will not apply,** as stated in clause 1.4.3 hereunder, or if the insurer issues a counter-offer for insurance cover, the insurance cover in accordance with the counter-offer of the insurer will apply, as stated in clause 1.4.4. hereunder;

1.4.2. If the insured has been paid any money on account of the premium, before the insurer has decided to accept the proposer to the insurance, the receipt of the money will not be construed as the agreement of the insurer to arrange the insurance. If the insurer does not agree to arrange the insurance, the money paid to it on account of the premium will be refunded with the addition of indexation increments and interest per statutory provisions.

1.4.3. **The complete or partial declinature of the proposal form:** The insurer will be entitled within the dates stated in clause 1.4.5 hereunder, up to sixty days from the relevant date, as applicable, to notify the insured that they have not been accepted to all or part of the insurance covers, as stated in the proposal form, on condition that after the date of this notice the insured has not been charged any further premium. The insured may choose to continue the insurance cover under this section for some of the insurance covers or to cancel it and in such a case no further premium will be collected and the insurer will refund the premium paid in full to the insured, in the event that this section, or part thereof, does not take effect, in accordance with the insurance covers that have been purchased. Indexation increments and interest per statutory provisions will be added to the full or partial return premium.

1.4.4. **Counter-offer for the insurance cover from the insurer:** The insurer is entitled, within the dates stated in clause 1.4.5 hereunder, up to sixty days from the relevant date, as applicable, to revert to the insured with a counter-offer for the insurance cover. The insured will be required to confirm acceptance of the conditions of the counter-offer and this within 60 days from the date on which it has been sent to him/her and during these 60 days the policy conditions in accordance with the counter-offer will apply. If the insured confirms the conditions of the counter-offer for the insurance cover within the said time, the conditions of the insurance cover will apply in accordance with the counter-offer. In such a case the insurer will send the insured a revised schedule within 14 business days of the date of effecting the amendment. **If the insured does not confirm acceptance of the counter-offer within the said time and/or advises that they do not wish to accept its conditions within the said time, this section will be considered void and the insured will not be entitled to any cover under this section. The insurer will refund the premium to the insured paid plus indexation increments and interest in accordance with statutory provisions.**

1.4.5. Declinature of the proposal form or reverting to the insured with a counter-offer for the insurance cover will be made within not more than sixty days from the date of receiving the undertaking to pay the first premium from the insured or if the insurer contacts the insured with a request to provide supplementary information, within sixty days of the date of receiving an undertaking to pay the premium and payment means with which it is possible to collect the first premium by the insurer. If the insurer does not decline the proposal form and does not revert to the insured with a counter-offer for the insurance cover, or if the insurer notifies the insured that they have been accepted to the insurance in accordance with the conditions of the proposal form within the said dates, the insurer will not be entitled to amend the conditions stated in the proposal form until the expiry of the period of insurance

1.4.6. **An insured event which occurs during the said periods:** If an insured event occurs during the dates stated in this section and if the insurer has not notified the insured that their proposal form has been declined and has not made a counter-offer, the insurance cover in accordance with that stated in the proposal form received from the insured will apply, however if according to the insurer's current underwriting guidelines for insureds with similar characteristics the insurer would have notified the insured that their proposal form has been rejected or would have made a counter-offer for the insurance cover to the insured – **this section will not be valid and no insurance cover will apply to the insured event (if the insurer would have notified the insured that they have been declined as aforementioned), or the insurance cover that would have applied in accordance with the counter-offer of the insurer will apply, as applicable**.

1.5 **Subject to that stated above, the liability of the insurer will apply during the period of insurance until the expiry of the period of insurance and for an insured event which occurs during the period of insurance only. Any proposal to extend or amend the period of insurance is subject to the prior written agreement of the insurer.**

PERSONAL ACCIDENT INSURANCE

The cover under this section is for personal accident only and applies on a worldwide basis other than in countries hostile to Israel.

1 **Definitions of an insured event**

An accident in which the insured is involved during the period of insurance, which independent of any other cause constitutes the sole and direct cause of any of the following:

A The death of the insured or their permanent disability –

Or

B The temporary incapacity of the insured to engage in their work, profession or occupation stated in the schedule or to dedicate themselves to them in any manner, either

	totally or partly, **at a rate of at least 25%. For the sake of avoidance of doubt it is clarified that an insured event which is a result of verbal abuse and/ or psychological pressure and/or any other type of non-physical pressure will not be considered as an insured event which has occurred due to an accident and will not be covered under this section. Disability (partial or total) arising from an accumulation of numerous small injuries (micro-traumas) will not be considered as an insured event, even if each event in itself falls within the definition of an insured event.**
Index	The Consumer Price Index published by the Central Bureau of Statistics, even if published by any other governmental institution, and including any other official index which replaces it, regardless of whether it is based on the same data on which the existing index applies or not. In the event that the index is replaced with another index as aforementioned, the Central Bureau of Statistics will determine the ratio between the other index and the index.
Permanent disability	**means:** The loss of an organ due to its physical separation from the body or the total or partial loss of the functional capacity of any bodily organ.
Total permanent disability	**means:** Total permanent disability which is determined in accordance with the tests set out in this section.
Partial permanent disability	**means:** Partial permanent disability which is determined in accordance with the tests set out in this section.
Qualified doctor	An individual who is qualified to engage in medicine by the competent authorities in Israel or overseas including a psychologist or psychiatrist holding an MD degree, including an individual who is authorised by the authorities in the country in which they work in the profession as a specialist in a specific field of medicine and holds a specialist license, **other than doctors or qualified or non-qualified therapists involved in non-conventional and/or alternative and/or supplementary medicine.**

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Accident	A sudden, accidental, unforeseen and one-off event which is caused directly and solely by physical, external and visible means occurring during the period of insurance.
Deferred period	A consecutive period of time, starting on the occurrence date of the insured event and ending after the number of days stated as the deferred period in this section or in the schedule, **only after which will the insured be entitled to benefits.**

2 Exclusions to the liability of the insurer

The insurance does not cover death, disability or incapacity to work which the insured suffers by or as a consequence of any of the following events:

A **An insured event whose actual cause was the normal course of a pre-existing medical condition which the insured suffered from during the period of insurance.**

Pre-existing medical condition means: A set of medical circumstances which the insured was diagnosed with prior to the date on which they enrolled for the insurance, including due to an illness or accident; in this respect, "the insured was diagnosed" means – by way of documented medical diagnosis, or by a process of documented medical diagnosis which took place in the six months which preceded the date of enrolling for the insurance.

This exclusion will apply subject to the following conditions:

1 **If the insured was under the age of 65 at the time of taking out the policy the insurer will be exempt from liability, or the scope of its liability will be reduced, as aforementioned, for a period of up to one year from the inception date of the period of insurance.**

2 **If the insured was over the age of 65 at the time of taking out the policy the insurer will be exempt from liability, or the scope of its liability will be reduced, as aforementioned, for a period of up to six months from the inception date of the period of insurance.**

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3 If the insured was asked about their health condition at the time of acceptance to the insurance and provided full details of a pre-existing medical condition, the insurer will be entitled to exclude it provided it is stated in the schedule and this exclusion will apply for the period stated next to the said pre-existing medical condition.

4 If the insured notified the insurer of a pre-existing medical condition and the insurer did not expressly exclude the pre-existing medical condition in the policy schedule, the insurance cover will not be subject to any exclusions or limitations of any type regarding pre-existing medical conditions.

5 The aforementioned does not exempt the insured from the duty of full disclosure regarding a pre-existing medical condition.

B Suicide or attempted thereof, insanity, alcohol dependence, the use of drugs, the use of medication which has not been prescribed by a qualified doctor other than non-prescription medication sold in pharmacies, hernia or complications arising therefrom. Medical or surgical treatment (other than if the treatment was crucial due to an insured event covered under this policy), any illness including sexual transmitted diseases, other than if insurance cover for illnesses has been purchased and is stated expressly in the schedule, and subject to its conditions, bodily injury which the insured caused himself or herself intentionally, intentional self-endangerment other than for the purpose of saving life.

C 1 An accident in which the insured is involved due to compulsory or career army service.

2 Any accident in which the insured is involved whilst participating in military activities or belligerent activities of any type during reserve duty or pre-military service or whilst serving as a volunteer in the auxiliary police.

D **The insured being in a non multi-engine aircraft or in an aircraft which is not legally certified for flying or as a pilot or as a crew member in any aircraft, other than if the insured is a passenger in a scheduled and recognised airline.**

E **The participation of the insured in extreme sport – sport which involves hazard or any other sport involving speed, height, hazard:**

Field / motor sports	**Motor races of any type including horse races, triathlon, motocross, wrestling, boxing or martial arts of any type, hunting, rugby, horse riding, winter sports including ice-skating, skiing, snowboarding or tobogganing.**
Water sports	**Jet skiing, water skiing, rafting, kite surfing, wind surfing, kayak sailing, banana boats, diving with the use of oxygen tanks or compressed gas, freediving, swimming or bathing in an unauthorised place or in breach of the regulations of the authorities, kite surfing.**
Aviation	**Diving, parachuting, free-fall parachuting, paragliding with or without motors, surfing, gliding.**
Heights	**Mountain climbing with the use of ropes and/or with the aid of a guide, repelling, abseiling, bungee jumping, wall climbing.**

A list of the branches of sport will be updated from time to time in accordance with the list appearing in the company's internet site: www.fnx.co.il

F **The activity of the insured as a registered sportsperson in a sports team, involvement of the insured in any field of sport in a professional manner, participation in any competitions (in this regard "professional sport" means sports activities which form the main occupation of the insured, either for payment or not).**

G **Concussion or nervous illnesses or nervous breakdown which is not accompanied by clear bodily injury.**

H Any breach of the law by the insured, other than traffic offences.

I Riding in any type of two wheeled motor vehicle or ALL-TERRAIN VEHICLE. Notwithstanding that stated in this exclusion if stated expressly in the schedule and this extension has been purchased and subject to its conditions this exclusion will be deleted.

J An insured event which occurs during the period of insurance as a consequence of incapacity in respect of which the insured is entitled to benefits under this policy.

K Belligerent nuclear material, ionising radiation or radioactive pollution from nuclear fuel or from any nuclear waste arising from the combustion of nuclear fuel. For the purpose of this clause only the term "combustion" will include any process of self-sustaining nuclear fission.

L War, invasion, act of foreign enemies, hostile acts or belligerent acts (whether or not war is declared), civil war, acts of sabotage and terrorism, revolt, military or popular uprising, mutiny, revolt, revolution, military control or illegally usurped control, military regiment or state of siege, or any events or causes which result in the declaration of a military regime or state of siege.

This exclusion will apply in respect of an insured event which occurs or is related to any action taken in order to prevent, suppress or control such actions by authorities or other entities.

For the purpose of this exclusion – terrorism means the use of violence for political aims, including the use of violence whose aim is to intimidate the public or part thereof by a person or persons acting on behalf of or in connection with any organisation.

M Riots in which the insured participates.

N Disappearance of the insured will not be considered as accidental death other than if the insurer is provided with reasonable evidence indicating that the insured has died.

3 The payment of benefits

A Death:

In the case of an insured event which results in the death of the insured, the insurer will pay the beneficiary whose name is stated in the schedule – and in the event that the insured has not designated a beneficiary, to their legal heirs – the sum insured stated in the schedule for a case of death, **and the validity of this section will expire. However notwithstanding the aforementioned if benefits have been paid to the insured due to the same insured event for permanent total disability, or permanent partial disability, in the event of the death of the insured, the insurer will only pay the difference, if remaining, between the amount due in accordance with this clause and the amount paid as aforementioned for permanent disability**

B Permanent Total Disability:

In a case of an insured event in which the insured is rendered permanently and totally disabled as defined in this section, under clause H hereunder and **subject to its conditions**, the insurer will pay the sum insured stated in the schedule for an event of permanent total disability.

C Permanent Partial Disability:

In the case of an insured event in which the insured suffers permanent partial disability as defined in this section in clause H hereunder **and subject to its conditions**, the insurer will pay benefits to the insured at the rate of disability which is set for the insured due to the insured event out of the sum insured stated in the schedule for an event of permanent partial disability.

D Calculation of benefits for permanent disability

As soon as permanent partial or total disability has been determined for the insured, the insured **will no longer be entitled to compensation for temporary incapacity to work due to the same insured event. Any amount which has been paid for the period after the date on which the disability materialises as aforementioned will be accredited to the compensation account for permanent disability.**

E Calculation of benefits for incapacity to work

1 **The deferred period for temporary total incapacity to work and for temporary partial incapacity to work will be 8 days (seven days plus the occurrence date of the insured event) other than if stated otherwise expressly in the schedule.**

2 **Temporary total incapacity to work –** In the case of an insured event in which the insured suffers temporary total incapacity to work the insurer will pay the insured the amount stated in the schedule as the weekly benefit for temporary total incapacity to work starting from the end of the deferred period **and for as long as the period of incapacity continues, subject to this policy.**

3 **Temporary partial incapacity to work – Compensation for temporary partial incapacity to work will not be paid unless the ability of the insured to perform their work at a rate of at least 25% is affected.** If the insured is set a period of incapacity to work at **a rate exceeding 25%** the insurer will pay them weekly compensation at the rate of incapacity at the percentage of the compensation payable under this section for temporary total incapacity to work **starting from the end of the deferred period and for as long as the period of incapacity continues, subject to this policy.**

4 **The determining date for the occurrence of the insured event and the payment period**

A. For the purpose of this section the occurrence date of the insured event will be considered as the date **stated in a certificate from a qualified doctor, which is sent to the insurer, and the calculation of the deferred period will commence from this date onwards**

B. The period in respect of which indemnity payments will be paid under sub-clauses (2) and (3) above either separately or together, either if the weekly compensation is based on temporary total incapacity to work or if it is based on temporary partial incapacity to work, will not exceed a period of:

(1) 104 consecutive weeks from the occurrence date of the insured event for the same insured event where the age of the insured on the occurrence date of the insured event is less than 65 complete years.

(2) 52 consecutive weeks from the occurrence date of the insured event for the same insured event where the age of the insured on the occurrence date of the insured event is over 65 complete years.

C. If an insured event occurs and after a qualified doctor determines that the insured is capable of returning to their normal duties (as defined in the schedule), and within a reasonable time thereafter a period of incapacity to work is once again determined for the insured **which arises unequivocally from the same insured event,** the said interim period in which the insured was determined capable of engaging in their usual duties will not be considered as an interruption of the continuity of the incapacity period, **provided that a qualified doctor confirms the reasonability of this medical development.** The benefits in such a case will be paid in accordance with the policy conditions **solely for the period in which a doctor determines that the insured is incapable of working.**

F Medical examinations

1 On the occurrence of an insured event, the insured shall immediately contact a qualified doctor and shall act in accordance with their instructions.

2 A claim for benefits shall be lodged in writing as in clause 5 of section M: General Conditions Applicable to all Sections of the Policy, **and subject to the special conditions in this section, clause 1 – Claims and the duty of cooperation.**

3 The insurer is entitled, at its discretion, to ask the insured to undergo an examination by a doctor the insurer appoints for this purpose by the insurer and at its expense from time to time.

G Maximum scope of liability of the Phoenix under Section K

If the insurer has paid benefits due to one or more insured events which reaches the total sum insured stated in the schedule for death or total disability – the higher of the two amounts – and this without including benefits paid due to temporary incapacity to work, **the validity of this section will expire.**

H Determination of the medical disability

1. The level of medical disability that the insured sustains due to an insured event in accordance with this section will be determined by a doctor appointed by the insurer and at its expense and will be determined in accordance with the relevant tests which are set out for an injury of the type addressed in Section A of the amendment to Regulation 11 of the National Insurance Regulations (Determination of Disability Level for Work Accidents) – 1956, **excluding regulations 15 and 16 (hereinafter in this clause: "the tests"). The determination of disability as aforementioned does not subject this policy to any provision of the National Insurance Law and its regulations.**

2. If the injury is not stated in the tests as stated in Section A of the amendment to Regulation 11 of the National Insurance Regulations, the level of disability will be determined by a qualified doctor appointed by the insurer in accordance with a similar injury to those injuries stated in the tests.

3. A. If several injuries occur to the same organ or if more than one organ is injured, in a single insured event or if the same organ is injured in another insured event, the permanent disability will be calculated by a **weighted average** as follows: The percentage disability as a consequence of the injury to one organ will be deducted from 100% (hereinafter: "the base"). The percentage disability to the other organ will be multiplied by the base (hereinafter: "the second disability") and will be added to the existing disability level, and so forth. **However in no case will disability exceeding 100% be determined for the insured.**

Calculation of the weighted average permanent disability will be made in the same way for the existing disability of the insured before occurrence of the insured event and/or disability due to any cause which is unrelated to the insured event itself (hereinafter: "previous disability"), the basis for calculating an insured event for an insured who has a previous disability will be by deducting the previous disability from 100% and multiplying the disability from the new insured event by the base.

Example for illustrative purposes:

The insured has primary disability, including previous disability, due to injury to a single organ of 20%. Now, in an insured event involving another organ they suffer secondary disability of 30%.

The basis for the calculation after deducting the primary disability is as follows:

100% - 20% = 80%

In order to calculate the secondary disability, the base that remains after deducting the primary disability will be multiplied by the rate of the secondary disability:

80% x 30% = 24%

The outcome – The weighted average disability after the primary and secondary disability is as follows:

20% + 24% = 44%

If the sum insured for permanent total disability is NIS 100,000, the following amounts will be paid in such a case:

NIS 100,000 x 44% = NIS 44,000

B. If another organ is injured in another insured event or if other organs are injured in other insured events, during the period of insurance, without any causal relation to the previous insured event, **provided that the insured events are unrelated to each other,** the benefits will be calculated for the new partial total disability without connection to the previous disability, as follows:

The new disability in the new organ is set at 20%.

NIS 100,000 x 20% = NIS 20,000.

C. For the sake of avoidance of doubt it is clarified that all of the benefits for permanent partial permanent disability will not exceed, in any case, the amount stated in the schedule for total permanent disability.

4 If the insured also has cause for a claim due to the occurrence of an insured event with the National Insurance Institute **as a consequence of a work accident only**, the determination of the National Insurance Institute of the disability rate of the insured arising from the insured event will also bind the parties to this policy, **provided that it has been determined in the framework of the prescription laid out in the law.**

For the sake of avoidance of doubt it is clarified that there is no preclusion from investigating the insured's claim under this section at any time even if the National Insurance Institute claim has not yet been clarified, **provided that the prescription period under this section has not expired.**

5 **The liability of the insurer for an insured event which leads to permanent disability is limited to the total sum insured stated in the schedule for permanent disability, either if paid in a lump-sum due to the permanent total disability of the insured or if paid in instalments due to several claims for partial permanent disability. When the total payments the insurer is due to pay reaches the total sum insured stated in the schedule for permanent disability the validity of this cover will expire.**

A determination of the National Insurance Institute that binds the parties to this section will only be the medical determination that is made in accordance with the tests as stated in sub-clause 1 above, and will not apply to any loadings which are determined by the National Insurance Institute over and above the medical determination which is made in accordance with the tests. Such loadings outside of the framework of the tests will not bind the parties to this section.

I **Special conditions**

1 **The insurer will not be liable to make any payment for an insured event which exceeds the sum insured stated in the schedule as the benefit for death or the benefit for permanent disability and this without including the benefits paid due to temporary incapacity to work.**

2 **Without derogating from the liability of the insured to prove the insured event, the insured must provide evidence to the insurer of the disability rate they are claiming and whether the disability is permanent or temporary.**

EXTENSIONS TO THE PERSONAL ACCIDENT INSURANCE FOR AN ADDITIONAL PREMIUM (OTHER THAN IF STATED OTHERWISE IN THE SCHEDULE)

The cover under any of the following extensions is valid solely if the extension is expressly stated in the schedule, in consideration of an appropriate premium, and subject to all of the terms, conditions and exclusions of the policy including the **"Exclusions to the liability of the insurer" in clause 2 of this section, other than if expressly amended by the conditions of the extension.** For the sake of avoidance of doubt it is clarified that the cover under the basic sections is not affected if any extension/s are not purchased.

1 **Passive war risk**

A At the request of the insured the personal accident insurance cover under this section above is extended to also include an insured event due to passive war risks, in accordance with the compensation amounts stated in the schedule for this section. **This is on condition that the insured does not participate in any activities related to the risks specified in this clause. For the sake of avoidance of doubt exclusion 2 (C) of the exclusions to this section applies to this extension.**

War risks means: An insured event caused directly or indirectly **by war, invasion, act of foreign enemies, hostile acts or belligerent acts (whether or not war is declared), civil war, acts of sabotage and terrorism, revolt, military or popular uprising, mutiny, revolt, revolution, military control or illegally usurped control, military regiment or state of siege, or any events or causes which result in the declaration of**

a military regime or state of siege, riots or violent lock-outs and any event caused or related to any action taken in order to prevent, suppress or control such actions by authorities or other entities.

Terrorism means: the use of violence for political aims, including **the use of violence whose aim is to intimidate the public or part thereof by a person or persons acting on behalf of or in connection with any organisation.**

B **This extension does not cover the insured whilst serving in any army duty or taking an active part in any event in respect of which the insured event is caused.**

C If special compensation amounts have been set for this extension, **the liability of the insurer will in no case exceed the special compensation amounts relating to this extension as stated expressly in the schedule.**

D **The period in respect of which benefits will be paid in accordance with this extension for temporary total incapacity to work and temporary partial incapacity to work, either separately or together, will not exceed 52 consecutive weeks from the occurrence date of the insured event in respect of the same insured event.**

2 Cover for riding a two-wheeled vehicle or an all-terrain vehicle

A In the case of an insured event as defined in this section – personal accident insurance – as a consequence of the insured riding a two-wheeled vehicle or all-terrain vehicle, the insurer will pay benefits in accordance with the compensation amounts stated in the schedule for this section, **on the express condition that at the time of the insured event the driver of the vehicle held a valid license for the vehicle they are riding, as required by law.**

B **If special compensation amounts have been set for this extension, the liability of the insurer will in no case exceed the special compensation amounts related to this extension as stated expressly in the schedule.**

C **The period in respect of which benefits will be paid in accordance with this extension for temporary total incapacity to work and temporary partial incapacity to work, either separately or together, will not exceed 52 consecutive weeks from the occurrence date of the insured event in respect of the same insured event.**

D Exclusion 2 (I) of the "Exclusions to the liability of the insurer" in this section is not applicable.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

1 Claims and the duty of cooperation

Without derogating from that stated in the claims and cooperation clause in the general policy conditions, the following duties apply to the insured, their personal representatives or heirs or the beneficiary:

A To provide the insurer with all of the information and the documents they require to prove the insured event and at their expense. If the information and the documents are not in their possession, they must assist the insurer insofar as possible to obtain them.

B The insured must enable a doctor appointed by the insurer to meet and examine them at any reasonable time.

C **The insured or the beneficiary, as applicable, must prove the occurrence of the insured event to the insurer including proving death, the disability level being claimed, the type of temporary or permanent disability or the temporary, total or partial incapacity to work.**

2 Interim payments

A If the period of incapacity to work exceeds 30 days from the occurrence date of the insured event the insured will be entitled to receive an interim payment from the insurer at the end of each thirty day period on account of the benefits due to the insured due to the insured event.

B Amounts which are paid to the insured by virtue of sub-clause A above will be deducted from the final benefits payable.

C The deduction will be calculated by indexing the interim payment to the index from the interim payment date until the date when the final benefits are paid.

3 Change of occupation or profession

A The profession and the occupation of the insured, as detailed in the proposal form, are material conditions to this insurance and for the assessment of the insured risk and the premium set, and amongst other things are based on this information. In the event of a change in profession or occupation, or if the insured engages in a more hazardous profession or occupation than they did at the time of arranging this insurance - the insured must notify the insurer in writing of the change of profession or additional occupation, as aforementioned within 21 days of the date of the change.

B **If the insured notifies the insurer of a change as aforementioned the insurer will be entitled to set new policy conditions, including an increased or reduced premium, all in accordance with the prevailing underwriting conditions of the insurer for insureds with similar characteristics, and subject to the Insurance Contract Act – 1981 (hereinafter: "the law") and to the legislative arrangement.**

C **If notice is not provided as aforementioned or if the appropriate additional premium is not paid as determined by the insurer, the liability of the insurer will be proportionately reduced subject to legal provisions.**

D If the insured changes their profession or their occupation to a less hazardous occupation than they had at the time of arranging this insurance, they will be entitled to a return premium from the date of the notice, provided that the previous premium included a loading for the profession or occupation of the insured which involved an exceptionally high risk.

The benefits payable in accordance with this section will not exceed the limit of liability of the insurer stated in the schedule per occurrence and in the aggregate for the period of insurance, above the deductible stated in the schedule or in this section as the deferred period for each and every insured event.

The cover under this section is subject to the general terms, conditions and exclusions of this policy.

DUE DISCLOSURE FOR SECTION K: PERSONAL ACCIDENT INSURANCE

SECTION A – SUMMARY OF GENERAL CONDITIONS FOR SECTION K – PERSONAL ACCIDENT INSURANCE

SUBJECT	CLAUSE	CONDITIONS
General	**1. Name of the section**	Personal Accident Insurance
	2. The covers under the section	Accidental death Permanent total disability as a consequence of an accident Incapacity to work Extensions to Personal Accident Insurance section: Riding in a two-wheeled vehicle or all-terrain vehicle * Passive war risk *
	3. Duration of the period of insurance	From the inception date of the period of insurance for up to one year as stated in the schedule
	4. Automatic renewal conditions	There is no automatic renewal
	5. Deferred period	In the event of incapacity to work – 8 days other than if stated otherwise in the schedule
	6. Deductible	Deferred period days as stated above
Amendments to conditions	**7. Amendments to the policy conditions during the period of insurance**	None

SUBJECT	CLAUSE	CONDITIONS
Premiums	**8. Premium amount**	As stated in the schedule of covers and sums insured as stated in the schedule. The premium is linked to the index.
	9. Premium structure	Fixed premium
	10. Amendments to the premium during the period of insurance	Only if the insured requests an extension of the covers and sums insured and in the event of a change in profession to a higher risk level that declared in the schedule.
Cancellation conditions	**11.Conditions for cancelling the section by the insured**	At any time by written notice to the insurer. The insurer will retain the conventional short period premium of 10% of the total premium for each month or part thereof in which the policy was in force, plus 10% of the premium payable for the entire period of insurance.
	12. Conditions for cancelling the policy by the insurer	In accordance with statutory provisions.
Exclusions	**13. Exclusion in respect of previous medical conditions**	Applicable, in accordance with the Supervision of Insurance Business Regulations (Insurance Contract Conditions) (Provisions regarding pre-existing medical condition) – 2004.
	14. Exclusions to the liability of the company	Applicable. In clause 2 of the Personal Accident Insurance section marked in bold.
	15. Cover for reserve duty or terrorism	None. An extension for passive war can be purchased in extension 1 of the Personal Accident Insurance section for reserve duty or terrorism.

SUBJECT	CLAUSE	CONDITIONS
Additional clauses	**16. Premium payment waiver**	None
	17. Offsetting or participation in benefits	None
	18. Determining permanent disability	Will be determined by a qualified doctor stating the relevant bodily injury in accordance with the table of disability tests of the National Insurance Institute as set out in Section A of the amendment to Regulation 11 of the National Insurance Regulations (Determination of Disability Level for Work Accidents) – 1956, excluding regulations 15 and 16 and in accordance with Section K of the policy.

SUMMARY OF THE COVERS AND THEIR FEATURES

Details of the cover under the policy	Description of the cover	Indemnity or compensation	Interface with basic basket and/or supplementary health services: the insurance layer	Benefits offset against other insurance covers?
Accidental death	Compensation in the event of the death of the insured as a consequence of an accident as stated in Section K in accordance with the amount stated in the schedule. This cover applies worldwide other than in enemy countries.	Compensation	Additional	None
Total or partial disability as a consequence of an accident	In the case of an insured event in which the insured suffers total permanent disability, the insurer will pay the sum insured stated in the schedule to the insured for a case of permanent total disability, as stated in section K. In the case of an insured event in which the insured suffers permanent partial disability the insurer will pay benefits to the insured at the rate of disability which is set for the insured due to the insured event out of the sum insured stated in the schedule for a case of permanent total disability. This cover applies worldwide other than in enemy countries.	Compensation	Additional	None

Details of the cover under the policy	Description of the cover	Indemnity or compensation	Interface with basic basket and/or supplementary health services: the insurance layer	Benefits offset against other insurance covers?
Temporary total or partial incapacity to work	Compensation for a limited period in the event that the insured suffers total or partial incapacity to work as a consequence of an accident as stated in Section K, provided that the rate of partial incapacity is at least 25%. In the case of an insured event where the insured suffers total incapacity to work the insurer will pay the insured the amount stated in the schedule as the weekly benefit for total incapacity to work **starting at the end of the deferred period for as long as the period of incapacity continues.** If the insured is set a period of incapacity to work at a **rate exceeding 25%** the insurer will pay them weekly compensation at the rate of incapacity at the percentage of the compensation payable under this policy for temporary total incapacity to work starting from the end of the deferred period starting from the end of the deferred period and for as long as the period of incapacity continues.	Compensation	Additional	None

Details of the cover under the policy	Description of the cover	Indemnity or compensation	Interface with basic basket and/or supplementary health services: the insurance layer	Benefits offset against other insurance covers?
	The payment period **will not exceed 104 weeks from occurrence date of the insured event for an insured who is under the age of 65 at the time of the event,** and not more than 52 weeks for an insured who is over the age of 65 at the time of the event. This cover applies worldwide other than in enemy countries.			
Extension for riding in a two-wheeled vehicle or all-terrain vehicle	Payment of benefits for death, total or partial permanent disability or total or partial incapacity to work as a consequence of riding in a two-wheeled vehicle or all-terrain vehicle, as stated in extension 2 of section K. **The period for which benefits will be paid under this extension for total temporary disability or partial temporary disability will not exceed 52 consecutive weeks from the occurrence date of the insured event,** for the same insured event. This cover applies worldwide other than in enemy countries.	Compensation	Additional	None

Details of the cover under the policy	Description of the cover	Indemnity or compensation	Interface with basic basket and/or supplementary health services: the insurance layer	Benefits offset against other insurance covers?
	The cover: on the express condition that at the time of the insured event the insured held a valid driving license for the vehicle they rode in accordance with the law.			
Extension for passive war risks	Payment of benefits for death, total or partial permanent disability or total or partial incapacity to work if suffered by the insured as a consequence of passive war risk, as stated in extension 1 of Section K. **The period in respect of which benefits will be paid under this extension for total temporary incapacity to work and partial temporary incapacity to work will not exceed 52 consecutive weeks from the occurrence date of the insured event,** for the same insured event. This cover applies worldwide **other than in enemy countries.**	Compensation	Additional	None

Substitute insurance – Private insurance constituting a substitute to the services provided by the Basket of National Health Services and/or supplementary health services. In this insurance indemnity payments will be paid under this insurance independent of the rights due in the basic layers ("from the ground up").

Supplementary insurance – Private insurance according to which indemnity payments are payable in excess of the basic Health Basket and/or supplementary health services i.e. indemnity payments will be made being the difference between the actual expenses and the expenses due from the Basic Basket and/or supplementary health services.

Additional insurance – Private insurance including services which are not included in the basic Health Basket and/or supplementary health services. Indemnity payments will be paid "from the ground up".

All of the aforementioned is subject to the full terms and conditions of the section

SECTION L – FAMILY PERSONAL ACCIDENT INSURANCE

The insurance cover under this section is valid solely if stated expressly in the schedule.

1	**Conditions of the insurance cover under this section**		In accordance with the conditions of Section K – "Personal Accident Insurance" above and all of its conditions, **other than the provisions of clause 3 hereunder.**
2	**The insured in accordance with this section**		The insurance cover under this section covers each of the following individuals detailed hereunder who lives in the home at the address stated in the schedule; each of the following individuals will be considered to be a separate insured:
		A	The insured.
		B	The spouse of the insured.
		C	The children of the couple stated above whose are above 5 years old and who have not yet reached the age of 21.
3	**The cover**	A	For the insured and their spouse – The cover is limited to accidental death and/or permanent disability due to an accident.
		B	For the children of the insured as defined above – The cover is limited solely to permanent disability due to an accident.
4	**The sum insured**	A	If the insured or their spouse is under the age of 70 – the sum insured is NIS 75,000.
		B	If the insured or their spouse is aged 70 or above – the sum insured is NIS 15,000. The aforementioned amounts are for accidental death or permanent total disability. In the event of permanent partial disability – the appropriate percentage from the aforementioned amounts will be paid.
		C	For children aged between 5 to 21 years – the sum insured is NIS 30,000 for permanent total disability. In the event of permanent partial disability – the appropriate percentage from the aforementioned amounts will apply.

5	**Territorial limits under this section**	**The cover under this section is limited to an insured event which occurs whilst the insured is located within the State of Israel and the occupied territories only.**

SECTION M – GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

1	**Manners of compensation**		The insurer may, at its discretion, select one or more of the following manners of compensation:
		A	Payment of the value of the loss or damage;
		B	Repairing the home buildings or contents that have been lost or damaged by bringing it to the condition which prevailed before the occurrence of the loss or damage;
		C	Replacing the contents or part thereof or replacing parts of the home buildings with parts of the same type and quality to those which were lost or damaged and as regards jewellery subject to the agreement of the insured and on condition that they can be identified or replaced with identical jewellery.
2	**Indexation of the sums insured**	A	The sums insured stated in this policy will vary in accordance with the changes between the Consumer Price Index published by the Central Bureau of Statistics (hereinafter – the index) last published before the inception of the period of insurance, and the index last published before the occurrence of the insured event; other than sums insured under Section A which will vary in accordance with the changes between the Residential Buildings Price Inputs Index published by the Central Bureau of Statistics (hereinafter – the building inputs index) last published before the inception of the period of insurance, and the index last published before the occurrence of the insured event;
		B	If, during the period of insurance, there are increases to the sums insured at the request of the insured, and this other than as a consequence of linkage to the index or to the building inputs index, each such increase will constitute an additional basic amount to which the aforementioned indexation conditions will apply, and the basis for the increase will be the index or the building inputs index, as aforementioned, last published before the date on which the increase takes effect.

3 Indexation and interest on indemnity payments

A Indemnity payments due to the insured due to the occurrence of an insured event will vary in accordance with the changes between the Consumer Price Index published by the Central Bureau of Statistics (hereinafter – the index) last published before the occurrence of the insured event, and the index last published before the payment is made to the insured; other than indemnity payments under Section A which will vary in accordance with the changes between the Residential Buildings Price Inputs Index published by the Central Bureau of Statistics (hereinafter – the building inputs index) last published before the occurrence date of the insured event, and the index last published before payment is made to the insured.

B Interest at the rate set in accordance with the definition of indexation increments and interest in section 1 of the Interest and Indexation Ruling Act – 1961 (hereinafter – the Interest Ruling Act) will be added to the indemnity payments after 30 days have elapsed from the date on which the claim for indemnity payments under this policy has been lodged; these provisions do not derogate from the authority of the court in accordance with the said act.

4 Reinstatement value

A On the occurrence of an insured event to the home buildings or contents the indemnity payments will be made in accordance with the reinstatement value of the building or the contents, other than if the insured has waived this cover and this is documented by the insurer and stated in the policy schedule; in this regard "reinstatement" means rebuilding, repair or replacement with new property of the same type and quality of the property which has been lost or damaged.

B Compensation on a new replacement basis due to an insured event is subject to reconstruction by the insured or repair or replacement of the property which has been lost or damaged and this without any changes to the quality and type of property in comparison with the property which has been lost or damaged; if the property which has been lost or damaged is not reconstructed, repaired or replaced, the compensation value in respect thereof will be on an actual value basis.

C If a separate sum insured has been determined for any specific item of contents, the indemnity payments due for loss or damage caused to them will not exceed the amount stated in the schedule.

D If a separate sum insured has not been determined for any of the items of the contents, however it is stated in the schedule that the compensation will be on an actual value basis, indemnity will be paid for totally or partial damage caused to it in accordance with their actual value.

E Indemnity will not be paid on a new replacement value for loss or damage which is caused to clothing only.

F The reinstatement works shall commence within a reasonable period of time following occurrence of the loss or damage, and in any case shall be completed, in respect of the home buildings, within 12 months from the occurrence date of the insured event and in respect of home contents – within 90 days of the occurrence date of the insured event. If it is not possible to complete the reinstatement within the said periods due to reasons which are out of control of the insured, the period for performing the reinstatement will be extended by coordination between the insured and the insurer.

G The liability of the insurer under this clause will not exceed the sum insured stated in the schedule for the home, the contents, or the item, as applicable.

5 Claims for indemnity payments

A On the occurrence of an insured event, the insured must notify the insurer immediately upon becoming aware of the matter;

B Any claim for indemnity payments under the policy will be documented by the insurer; the aforementioned does not preclude the insurer from requesting that the claim is made in writing;

C The insured must submit to the insurer – within a reasonable period of time after having been requested to do so – the information and the documents required for the clarification of the liability and its scope, and if they are not in their possession, they must assist the insurer insofar as possible to obtain them;

D The insurer will act as necessary to clarify its liability immediately after receipt of the insured's notification of the insured event;

E Indemnity payments will be paid within 30 days of the date on which the insurer is in possession of the information and the documents required for the clarification of its liability.

6	**Notification to the police of malicious damage, burglary, robbery or theft**		The insured must notify the policy in the event of any loss or damage arising, in the insured's opinion, from malicious damage, burglary, theft or robbery.
7	**Finding property**	A	If property that has been stolen is found before indemnity payments are made respect thereof under this policy, the property will be returned to the insured and the insurer will not make indemnity payments other than if the property which has been returned was damaged;
		B	If property that has been stolen is found after indemnity payments have been made, the insured must notify the insurer and vice-versa; the found property will be assigned to the ownership of the insurer other than if the insured notifies the insurer within 30 days of the day of the notice from the insurer or the insured, as applicable, that they wish to purchase the found property in return for a refund of the indemnity payments to the insurer in the said period.
8	**Interim payments and undisputed indemnity payments**	A	On the occurrence of an insured event, the insured shall be entitled to receive an interim payment from the insurer or a financial undertaking which will enable them to receive service for the repair of the loss or damage and this on account of the funds due from the insurer in accordance with the conditions of this policy;
		B	If the insurer makes an interim payment on account of the indemnity payments, this interim payment shall be deducted from the final amount payable to the insured; calculation of the deduction will be made by indexing the interim payment to the index or to the building inputs index between the date when the interim payment is made and the final payment date;
		C	Undisputed indemnity payments, which can be claimed separately from the other components of the claim, shall be paid within 30 day of a written claim in accordance with clause 14 (B) for indemnity payments being lodged with the insurer, which can be claimed separately from the other payments.

9	**Reinstatement of the sum insured**	A	After payment of indemnity to the insured due to an insured event, the insurer will reinstate the sum insured under the policy to the level that applied immediately before occurrence of the insured event.
		B	The insurer is entitled to charge an additional premium for the reinstatement of the sum insured, from the occurrence date of the insured event until the expiry of the period of insurance; for the purpose of calculating the additional premium the insured is due to pay for the reinstatement – only indemnity payments which have been actually paid to the insured will be taken into account.
10	**Deductible**	A	On the occurrence of an insured event covered under this policy, the deductible stated in the schedule will be deducted from the indemnity payments for each claim;
		B	If the deductible for a specific insured event is stated as a percentage of the sum insured, the deductible will be calculated separately for each section of the policy;
		C	Without derogating from that stated in sub-clauses A and B, on the occurrence of an insured event covered under Sections A and B of this policy, the insured will pay a single deductible being the highest of the deductibles stated in the schedule.
11	**Payment of the premium and other fees**	A	The premium and all other sums due from the insured to the insurer in connection with this policy shall be paid in the manner and at the dates stated in the schedule;
		B	In respect of this policy "premium" means the insurance premium and all amounts that the insurer is entitled to charge the insured, all as stated in the schedule;
		C	If any amount due from the insured to the insurer is not paid on time, the amount in arrears will bear interest as stated in the Interest and Indexation Ruling Act, in accordance with changes to the index between the latest index published before the date stated for payment, and the latest index published before the actual payment date;

D If any amount in arrears is not paid, as aforementioned, within 15 days after the insurer has written to the insured requesting payment, the insurer is entitled to notify the insured in writing that the insurance will be cancelled following a further 21 days if the amount in arrears is not settled beforehand; if a beneficiary other than the insured has been irrevocably designated, the insurer is entitled to cancel the insurer provided that it sends notification to the beneficiary of the said arrears and the beneficiary does not settle the amount in arrears within 15 days of the date on which the said notification is submitted;

E Nothing contained in this clause derogates from the insured's obligation to settle the amount in arrears relating to the period up until the cancellation as aforementioned, as well as the insurer's expenses.

12 Disclosure and changes to material facts

A This policy was issued relying upon the replies that the insured provided in writing to the insurer to all of the questions posed in the proposal form that serves as the basis of the policy, and on the assumption of the insurer that the insured provided full and complete answers to the question posed as aforementioned, that the insured did not intentionally and fraudulently withhold a fact that they knew to be material from the insurer for the purpose of assessing the covered perils, and implemented the measures to prevent losses that the insurer requested be implemented to mitigate the risks covered under this policy;

B A material fact is a matter in respect of which a question was posed in the proposal form or in any other written manner, and without derogating from the generality of the aforementioned, including the following matters:

1 Regarding the home buildings: The address of the home, the value of the home, the type of building, the construction materials, the size of the home, the number of rooms, the number of people permanently living therein, special additions and alterations;

2 Regarding the home contents: A description of the items comprising the contents, the value of the contents, details electrical appliances: their type, manufacturer, age and value, and details of valuables.

3 Regarding the home buildings and contents: Losses which have occurred in the last three years as a result of the perils covered by this policy as well as details of previous insurers that covered or refused to cover the home or the contents in the last three years.

C If the insured did not provide full and complete answers with regard to material facts, or withheld a material fact from the insurer with fraudulent intent, or did not implement the measures that the insured requested be implemented to reduce the risks covered by this policy, the insurer will act in accordance with the directives of the Insurance Contract Act; nothing contained in this clause precludes the insurer from invoking any remedy divested to it in accordance with legal provisions;

D The insured must notify the insurer during the course of the period of insurance of any alteration that occurs to a material fact immediately upon becoming aware of the same; if the insured does not disclose such alteration to the insurer, the insurer will be entitled to cancel the policy or restrict the scope of its liability, in accordance with the directives of the Insurance Contract Act.

13 Cancellation of the policy

A The insured is entitled to cancel the insurance at any time before the expiry of the period of insurance at their discretion; the policy will be cancelled on the date when the notice is sent to the insurer or on a later date as stated in the insured's notice.

B Without derogating from the rights of the insurer according to law or according to any other directive in the policy, the insurer is permitted to cancel the insurance at any time before the expiry of the period of insurance due to fraud by the insured or non-disclosure of material facts regarding matters that were enquired about before the policy was issued, provided that notification to this effect is sent to the insured in writing by registered post at least 30 days before the date on which the insurance is to be cancelled;

C If the insured cancels the policy as stated in sub-clause A or if the insurer provides cancellation notice as stated in sub-clause B, the insurer will refund to the insured as soon as possible, and within 14 days from the date when the cancellation takes effect, the pro-rata share of the premium paid; the pro-rata share as aforementioned will be calculated by multiplying the premium charged to the insured by the ratio between the number of days remaining on the cancellation date until the expiry of the original period of insurance and the number of days in the original period of insurance.

D All amounts refunded in accordance with this clause will vary in accordance with the changes to the index between the latest index last published before the premium payment date and the latest index published before the date on which the refund is made; if the premium was paid in instalments – each amount will vary in accordance with the changes to the index between the latest index published before the payment date and the latest index published before the date on which the refund is made.

E Notwithstanding the aforementioned a policy subject to a mortgage clause will be cancelled 30 days after the loss payee has been notified.

14 Double insurance

A If the home buildings or contents are insured against the perils covered by this policy with more than one insurer for overlapping periods, the insured must notify the insurer of the same in writing immediately after the double insurance has been effected or immediately after becoming aware of the same;

B In the case of double insurance the insurers are liable to the insured separately for the entire amount and they will reconcile the indemnity payments paid between themselves at the ratio between the respective sums insured.

15 Moving home

A If the insured moves home during the period of insurance (hereinafter – the new home), the insured may, by notification to the insurer and with its agreement, transfer the cover under this policy to the new home and then the cover for the home buildings and contents will continue to be valid for the new home in accordance with the notice from the insured and subject to the existing policy conditions; notwithstanding the aforementioned in this sub-clause the cover for contents will continue to apply in both homes for a period of up to 3 days;

B If the value of the new home buildings or new contents exceeds the value of the [old] home buildings or contents, the insured will accordingly increase the sum insured and pay the insurer, within 30 days of the same date, the proportional premium difference for the increase to the sum insured; calculation of the premium for the increase in the sum insured will be made by taking into account the increase in the value of the home buildings or contents from the inception date of the insurance up until the moving date;

C If the value of the new home buildings or the new contents is lower than the value of the [old] home buildings or contents on the moving date, the insured will reduce the sum insured for the new home and will receive from the insurer, within 30 days of the notification of the change in values, the proportional premium difference due to the insured for the reduction to the sum insured; calculation of the premium difference due to the insured will be made by taking into account the increase in the value of the home from the inception date of the insurance up until the moving date.

16 Subrogation

A If, due to the occurrence of an insured event, the insured is also entitled to receive compensation from a third party other than by virtue of this insurance contract, this right is assigned to the insurer for the amount it has paid the insured;

B The insurer is not permitted to use the right assigned under this clause in a manner which will prejudice the rights of the insured to obtain compensation or indemnity from the third party in excess of the indemnity received from the insurer;

C If the insured receives compensation or indemnity from a third party which was due to the insurer under this clause, the insured must transfer this to the insurer; if the insured made a compromise, provided a waiver or performed any other act which prejudices the right transferred to the insurer, the insured must compensate the insurer for the same;

D The directives of this clause will not apply to an insured event which was caused unintentionally by an individual who a reasonable insured would not claim indemnity or compensation from due to family relations or employment relations between them.

17 Prescription period

The prescription period of a claim for indemnity payments under this policy will be in accordance with the period stated in the Insurance Contract Act.

18 Consequential loss

The insurer will not be liable for consequential loss or any type which is sustained by the insured or the beneficiary as a consequence of the perils covered by this policy, unless if otherwise stated in this policy.

19 Notices

A Notices from the insured or the beneficiary to the insurer shall be sent to one of the following addresses in writing:

1 The office address of the insurer, as stated in the heading to this policy or to any other address in Israel that the insurer advises the insured of in writing, from time to time;

2 The office of the insurance agent stated in the policy – per the address, as stated therein or to any other address in Israel that the agent advises the insured or beneficiary of, from time to time;

B Notices from the insured or the beneficiary to the insurer can be sent in any other manner other than as stated in sub-clause (A) that the insurer notifies the insured or the beneficiary.

MY HOME – APPENDIX TO THE HOME BUILDINGS AND CONTENTS INSURANCE POLICY

The cover under each of the following appendices is valid solely if stated expressly in the schedule

APPENDIX – SPECIAL EXTENSION FOR INTERNAL WATERPROOFING AND EMERGENCY HOME SERVICES

This extension is valid solely if the insured has selected the cover for repair of water damage and other liquids by a pre-approved service provider.

Customer: The insured and anyone who lives permanently in the home on their behalf.

Service provider: As detailed in the policy schedule.

Details of the conditions of providing the service: As stated hereunder.

1	**Damages arising from faulty sealing or from insufficient sealing in the home**	A	Repair of the sealing or renewal of the internal sealing in the bathroom or kitchen, lavatory rooms until the penetration of water has completely terminated, repair of the damages to the building and/or fixtures and fittings of the building which are caused as a consequence of faulty sealing or insufficient sealing.
		B	The sealing services will not include replacing floors, sanitary apparatus, bathroom sinks, shower cubicles etc, and will not include drying of the flooring base arising from faulty sealing or from insufficient sealing.
		C	The sealing services will not be provided where the damage or the dampness arises from an external source outside of the building, the envelope walls of the home, rainwater, dampness from external windows and doors, closed verandas.
		D	The service includes repair and/or compensation for fixtures and fittings to the home as the term "home buildings" is defined in the regulations and in the policy. **The liability of the service provider under this clause for damages arising from faulty sealing or insufficient sealing will not exceed NIS 20,000 per occurrence.**

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2 Provision of emergency services

A **"Plumbing malfunction"** – In hot and cold water systems, boilers, central heating installations.

1. In the event of a water leak where the leaking pipe is external (exposed), repairs to stop the leakage will be performed.
2. In the event of a water leakage where the leaking pipe is concealed or internal, the damaged section of the home's water system will be disconnected (provided that there is no need to open walls or flooring for the purpose of the repair).
3. In the event a water leakage from a hot water boiler or from central heating apparatus, the hot water boiler or the damaged apparatus will be disconnected from the water system in the home.
4. The service will not include repairing apparatus which involves rinsing with water (dishwasher, washing machine and the like).

B **General**

1. Emergency services will be provided 24 hours per day all year round, other than on the eve of the Day of Atonement from 14:00 hours onwards and on the Day of Atonement itself, until two hours after the fast.
2. Emergency services will be provided within 90 minutes from the moment that the notification is received by the service provider's call centre. The service will be provided in the insured's home.
3. If the emergency service necessitates replacing spare parts, the insured will be charged the price of the spare parts in accordance with the prevalent pricelist of the service provider.
4. Deductible - In the event that the service is provided free of charge as part of the "Provision of Emergency Services" in accordance with the conditions of this service rider, the insured will pay the deductible amount stated in the schedule for the provision of emergency services.

3	**General conditions**	**A** Emergency services and water damage repairs will be carried out by qualified / competent professionals, as appropriate, who will be sent out to provide the service.
		B The cover under this service rider is valid for the period stated in the schedule and will expire prior to the date stated in the schedule in the event that the policy expires and/or in the event of cancellation or expiry of the cover in accordance with this service rider.
		C The services are provided nationwide, anywhere in Israel.
		D The cover is subject to the insured contacting the service provider's call centre in order to obtain the service from them. If the customer does not receive the service from the service provider after having contacted them, despite all of the conditions having been fulfilled for obtaining the service in accordance with this service rider, the Phoenix will ensure that the service is provided to the customer by another qualified firm.
		E **Repeat repairs:** The insured will be exempt from paying a further deductible in the event of a repeat repair within 12 months from the date of the previous repair, where the source of the damage is the cause of the previous damage or where the repeat repair relates to parts or work that were provided or performed in the previous repair.
4	**Ordering service**	If the insured is in need of emergency services and/or the repair of water damage as stated in the cover in accordance with the conditions of this service rider, they must contact the service provider's call centre by telephone, identify him/herself by name, provide their address and policy number and describe the problem, including its exact position in the home. The service providers call centre operates 24 hours a day all days of the year, other than on the eve of the Day of Atonement from 14:00 hours onwards and on the Day of Atonement itself, until two hours after the fast. The telephone number of the service providers call centre is stated in the policy schedule.

September 2017 Edition 300203003 Phoenix Assurance Company Ltd.

Keren Graphic Design

300203003

September 2017 Edition



Phoenix customers earn more, make sure you have got the Phoenix.

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