

ORIGINAL INSURED : Israel Incoming Tour Operators Association (IITOA)

ORIGINAL INSURED'S ADDRESS: 2 Hashlosha Street
Adgar Tower 360
Tel Aviv
Israel

PERIOD: From: 8th August, 2021
To: 7th August 2022

Both days inclusive, Local Israeli Standard Time at the address of the Insured.

INTEREST: Any visitor to Israel that travels with a trip purchased from an Israel Incoming Tour Operators Association member i.e. a travel agent

SITUATION: Worldwide excluding persons domiciled in any Sanctioned Territory.

CONDITIONS: As per the **Original Policy Inbound IITOA and subscribing agents Covid only wording** attached below, and subject to:

- i) Maximum cover period 28 days in Israel
- ii) Hospitalisation due to Covid19 up to USD 25,000
- iii) Emergency evacuation in case the insured is infected with Covid19 and cannot be admitted to an appropriate hospital in Israel due to overcrowded hospitals. up to USD 25,000.
- iv) Repatriation in case of death / funeral expenses in case of death due to Covid19 up to USD 5,000
- v) Flight rearrangement after a hospitalized Covid19 infection. We would require a 48 hours deferment period in the hospital before we reimburse flight rearrangements. That will avoid claims after hospital day cases up to USD 3,000.
- vi) Isolation payment of USD 150 per day up to day 14 beginning with day 4 of the trip (i.e. max 11 days) in case of a Covid19 diagnosis and only once per person per trip.
- vii) Overall reimbursement limit per person per trip is USD 30,000
- viii) Access to Records Clause (as attached).
- ix) Arbitration Clause (as attached).
- x) Errors and Omissions Clause (as attached).
- xi) Insolvency Clause (as attached).
- xii) Sanction Limitation Clause (LMA 3100) as attached
- xiii) Terrorism and War Mass Destruction Exclusion Clause, as attached.
- xiv) Cyber Risks Endorsement 5315 (Personal Accident & Illness) as attached



EXCLUSIONS: As stated in the Original Policy Wording issued to the Original Insured attached and below.

SUBJECTIVITIES: It is hereby understood and agreed by the Insurers subscribing to this insurance that any subjectivity that has been raised within a quote or quote sheet or otherwise shall be treated as having no application if not included within this final placement. It is incumbent on the Insurer subscribing to ensure inclusion within the provisions of the final placement policy any subjectivity which they wish to apply to the cover.

It is also hereby understood and agreed by the Insurer that no changes or amendments to the policy terms and conditions and/or rating as outlined in the retail policy wordings below will be permitted without prior agreement of the Insurer.

CHOICE OF LAW & JURISDICTION: This contract of Insurance shall be governed by and construed in accordance with the law of Guernsey and each party agrees to submit to the exclusive jurisdiction of the courts of Guernsey.

PREMIUM: USD 5.09 gross inclusive of any deductions (net of any taxes applicable) of per person per trip

PREMIUM INCOME LIMIT: USD 1,000,000

PAID AND WRITTEN PREMIUM BORDEREAUX: Monthly bordereaux of Insured Persons to be rendered to the Insurer via the broker within 15 days of the close of month reported for agreement. Payment to be paid to Insurer via Madanes within 15 days and to be paid within 30 days of the close on month being reported.

Premium Bordereaux as a minimum shall include the following:

- a) Insured person's name
- b) **Arrival** date.
- c) Address within Israel
- d) Policy Period

**PREMIUM
PAYMENT
TERMS:**

Premium Payment Clause

Madanes agree to supply the Insured each month with a declaration of premium which will be paid in full to the Insurers within 30 days of the end of each month.

If the premium due under this policy has not been so paid to the Insurer by the 30th day from the end of the relevant month the Insurer shall have the right to cancel this policy by notifying the insured via Option (Madanes Group) in writing. In the event of cancellation, premium is due to the Insurer on a pro rata basis for the period that the Insurer are on risk but the full monthly premium shall be payable to the Insurer in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the Insurer shall give not less than 30 days' prior notice of cancellation to the insured via Option (Madanes Group)

If the premium due is paid in full to the Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid, payment to the Insurer will be deemed to occur on the day of delivery of a premium advice note.

Risk Transfer

1) All monies received by from or on behalf of the Insurer shall be received by the Broker in a fiduciary capacity as agent on behalf of the Insurer and shall be:

- a. deposited immediately into an account separate from the Broker's general or operating account for onward transmission to the Insured via the Broker's sub-agent or to the Insurer as applicable and shall not be otherwise held or retained. The Insurer agrees that their interest in monies so held shall be subordinated in favour of legitimate beneficiaries of client money held in the same account;
- b. may be co-mingled with the Broker's other client monies, elected client monies and insurer monies provided that they can be identified in the Broker's book of account.

**CLAIMS
BORDEREAUX**

Accounts of the transactions hereunder will be rendered by the Insurer's third Party claims Administrator at Option (Madanes Group) as the Emergency Assistance Company and claims administrator to the Insured and **monthly** within **30** calendar days after the close of the period under review.

Such accounts will be rendered separately in respect of each Underwriting Year.

Each "Account" as a minimum shall include the following;

- a) Name and DOB of claimant.
- b) Location in Israel of claimant.
- c) Date of Loss
- d) Date of Positive Covid 19 Test
- e) Summary of Loss
- f) Claimed Amount
- g) Claim amount Paid
- h) Fee amount covered under Third Party Claims & Service Administrator per person policy fee.
- i) Total amount per claim
- j) Claim amount Outstanding
- k) Amounts recovered for ~~salvage~~ and subrogation or costs paid for and indemnified under travel arrangements.

**Third Party
Claims & Service
Administrator
CONTACT
DETAILS:**

touristcovid@madanes.com

Phone numbers: In Israel: 03-6380218 (outside of Israel +972-3-6380218)

**RECORDING,
TRANSMITTING
& STORING
INFORMATION:**

Where The Insurer and/or their broker maintains risk and claim data, information or documents we may hold such data, information or documents electronically.

**CONTRACTS
(RIGHTS OF THIRD
PARTIES) ACT 1999
CLARIFICATION
CLAUSE**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**INSURER
CONTRACT**

DOCUMENTATION: This document details the terms, definitions, exclusions and conditions (the contract terms) that constitutes the contract document.

A physical or electronic copy of this document will be provided to the Insured as Evidence of Cover. No further contractual documentation will be issued.

Language of contract: By purchasing this insurance, the Insured hereby confirms his request that the present document and any other document and correspondence pertaining to the present insurance be in the English language.

For the purposes of this contract:

- i) Where there is any discrepancy between the headings stated in the Risk Details section herein and the terminology used in any corresponding Wording and/or Endorsements and/or Clauses attached or included herein, the headings stated in the Risk Details section shall read as per such Wording and/or Endorsements and/or Clauses.
- ii) If the words 'Underwriters', 'Company', 'Insurer' or 'Policy' appear herein, or in any Wording and/or Endorsements and/or Clauses attached or included herein, then those words shall mean 'Insurers', 'Reinsurers' or 'contract document' respectively.



Access to Records Clause

The Insured shall place at the disposal of the Insurer at all reasonable times, and the Insurer shall have the right to inspect through their designated representatives, during the term of this Contract and thereafter, all books, records and papers of the Insured in connection with any Insurance hereunder, or the subject matter hereof.

Arbitration Clause

- A. Any dispute or other matter in question between the Insured and the Insurer arising out of, or relating to, the formation, interpretation, performance, or breach of this Contract, whether such dispute arises before or after termination of this Contract, shall be settled by Arbitration. Arbitration shall be initiated by the delivery of a written notice of demand for Arbitration by one party to the other within a reasonable time after the dispute has arisen.
- B. If more than one Insurer is involved in the same dispute, all such Insurers shall constitute and act as one party for the purposes of this Article, provided, however, that nothing herein shall impair the rights of such Insurers to assert several, rather than joint, defences or claims, nor be construed as changing the liability of the Insurer under the terms of this Contract from several to joint.
- C. Each party shall appoint an individual as Arbitrator and the two so appointed shall then appoint a third Arbitrator. If either party refuses or neglects to appoint an Arbitrator within sixty (60) days, the other party may appoint the second Arbitrator. If the two Arbitrators do not agree on a third Arbitrator within sixty (60) days of their appointment, each of the Arbitrators shall nominate three individuals. Each Arbitrator shall then decline two of the nominations presented by the other Arbitrator. The third Arbitrator shall then be chosen from the remaining two nominations by drawing lots. The Arbitrators shall be active or retired officers of Insurance or Reinsurance Companies or Lloyd's of London Underwriters; the Arbitrators shall not have a personal or financial interest in the result of the Arbitration.
- D. The Arbitration hearings shall be held in London, England, or such other place as may be mutually agreed. Each party shall submit its case to the Arbitrators within sixty (60) days of the selection of the third Arbitrator or within such longer period as may be agreed by the Arbitrators. The Arbitrators shall not be obliged to follow judicial formalities or the rules of evidence except to the extent required by governing law, that is, the state law of the situs of the Arbitration as herein agreed; they shall make their decisions according to the practice of the Reinsurance business. The decision rendered by a majority of the Arbitrators shall be final and binding on both parties. Such decision shall be a condition precedent to any right of legal action arising out of the arbitrated dispute which either party may have against the other. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- E. Each party shall pay the fee and expenses of its own Arbitrator and one-half of the fee and expenses of the third Arbitrator. All other expenses of the Arbitration shall be equally divided between the parties.

Except as provided above, Arbitration shall be based, insofar as applicable, upon the procedures of the Court of Arbitration of the International Chamber of Commerce.



Errors and Omissions Clause

Inadvertent delays, errors or omissions made in connection with this Contract shall not relieve either party from any liability which would have attached had such delay, error or omission not occurred, provided always that such delay, error or omission shall be rectified as soon as possible after discovery by the Insured's Home Office.

Insolvency Clause

- A. In the event of the insolvency of the Insured and the appointment of a liquidator, receiver, conservator or statutory successor, this Insurance shall be payable immediately upon demand, with reasonable provision for verification, on the basis of the liability of the Insured as a result of claims allowed against the Insured by any court of competent jurisdiction or any liquidator, receiver, conservator or statutory successor having authority to allow such claims, without diminution because of such insolvency or because such liquidator, receiver, conservator or statutory successor has failed to pay all or a portion of any claims.
- B. Payments by the Insurer as above set forth shall be made directly to the Insured or to its liquidator, receiver, conservator or statutory successor, except where this Contract specifies another payee in the event of the insolvency of the Insured.
- C. In the event of the insolvency of the Insured, the liquidator, receiver, conservator or statutory successor of the Insured shall give written notice to the Insurer of the pendency of a claim against the insolvent Insured on the policy or policies Insured within a reasonable time after such claim is filed in the insolvency proceeding and during the pendency of such claim any Insurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defence or defences which it may deem available to the Insured or its liquidator, receiver, conservator or statutory successor. The expense thus incurred by the Insurer shall be chargeable subject to court approval against the insolvent Insured as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Insured solely as a result of the defence undertaken by the Insurer.
- D. Where two or more Insurers are involved in the same claim and a majority interest elect to interpose defence to such claim, the expense shall be apportioned in accordance with the terms of this Contract as though such expense had been incurred by the Insured.
- E. For the purposes of this Article, the term "Insured" shall refer to any one or more of the Companies Insured hereunder, as applicable.

Limited Recourse & Indemnity Clause

The Insured understands and accepts that the Insurer is a separate account of Isosceles PCC Limited – Cell Hotspot.

The liability of the Insurer for the performance and discharge of all of its obligations, however they may arise, in relation to this Agreement (together "Obligations" for purposes of this Clause), shall be limited to and payable solely from the proceeds of realization of the assets of the Insurer separate account and accordingly there shall be no recourse to any other assets of – Isosceles PCC Limited- Cell Hotspot., whether or not allocated to any other



separate account or the general account of Isosceles PCC Limited –Cell Hotspot. In the event that the proceeds of realization of the assets of the Insurer separate account are insufficient to meet all Obligations, any Obligations remaining after the application of such proceeds shall be extinguished, and the Insured undertakes in such circumstances to take no further action against the Insurer in respect of any such Obligations. In particular, neither the Insured nor any party acting on its behalf shall petition or take any steps for the winding up or receivership of the Insurer or Isosceles PCC Limited- Cell Hotspot.

Notwithstanding any other provision in this Policy, the Insurer's liability to the Insured under or in connection with the terms of this Policy is limited to the assets of the Insurer, specifically Cell Hotspot, only and accordingly, the rights and entitlement of the Insured against the Insurer in respect of the same is restricted to the available assets of Cell Hotspot. For the avoidance of doubt, the Insured shall have no recourse to the non-cellular assets of Isosceles PCC Limited, or to the cellular assets of Isosceles PCC Limited not attributable to Cell Hotspot.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

Nuclear Chemical and Biological Exclusion Clause

All claims under this policy are excluded as a result of Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this exclusion:

- (i) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- (ii) Utilisation of Chemical weapons of mass destruction means emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iii) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Cyber Risks Endorsement 5315 (Personal Accident & Illness)

Any benefits for Bodily Injury or Illness caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

LMA

28 February 2020



Original Policy Inbound ITOA and subscribing agents Covid only wording

About Your COVID 19 Cover

As outlined in the ITOA's COVID 19 summary of cover this policy has been purchased by the ITOA to cover expenses as outlined in the schedule below incurred in the first 28 days of **Your** trip as a result of **You** being Hospitalised due to COVID-19 for benefits 1 to 5 below. Benefit 5 is provided if required in the case of a COVID-19 diagnosis.

If **You** test positive for a **Diagnosis of COVID-19** during the **Period of Cover** within 28 days of **Your Arrival** in Israel, that results in **Your** COVID-19 related **Illness** and/or admission to **Hospital**. **We** will pay up to the limits and terms specified in **Your** Certificate. Eligible expenses are outlined below in 1 to 5 and **We** will pay across all benefits up to a maximum of USD 30,000 per person trip

All eligible expenses must result from a positive COVID-19 test that first occurs after coverage commences and within a maximum period of 28 days after **Your Arrival** in Israel while **You** are travelling outside **Your Country of Origin** under the ITOA or one of their **Subscribing Agents**.

This is a free covid-specific insurance that has been provided to **You** by the ITOA as the insured party and is not intended to replace **Your** normal travel insurance requirements. **We** recommend that **You** have adequate trip travel insurance in place before undertaking **Your** trip.

Your claim(s) will be administered and serviced by Option (Madanes Group- see details below) as the **Third Party Claims & Service Administrator** and all claims will be settled directly with and to any end supplier in respect of each and every valid claim under this policy. Suppliers can include and are not limited to hospitals, medical providers, airlines, accommodation or evacuation providers located in Israel.

Insurance premium of USD 5.09 per person per trip (net of any applicable tax) through the "Israel Incoming Tour Operators Association".

Schedule of benefits

- 1) Hospitalisation due to COVID-19 (up to USD 25,000 per person per trip). Hospitalisation reimbursement refers to Hospitalisations due to a Covid-19 with at least one overnight stay in the **Hospital**
- 2) Emergency evacuation in case the insured is infected with Covid19 and cannot be admitted to an appropriate **Hospital** in Israel due to overcrowded **Hospitals**. (up to USD 25,000 per person per trip)
- 3) Repatriation in case of death / funeral expenses in case of death due to Covid19 (up to USD 5,000)
- 4) Flight Rearrangement after a Hospitalised Covid19 infection. **We** would require a 48 hours deferment period and two overnight stays in the **Hospital** before **Insurers** will reimburse flight rearrangements (up to USD 3,000) Flight rearrangement reimbursement is only granted in the same flight class as the insured entered Israel for this particular trip



- 5) Isolation payment of 150 USD per day up to day 14 beginning with day 4 (i.e. max 11 days) in case of a Covid19 diagnosis (only once per person per trip). **Excess** four days/nights to apply.

Maximum overall limit per person per trip is USD 30,000.

The **Insurer** limits the cover period to 28 days per trip in Israel travelling with the IITOA or one of their **Subscribing Agents**.

Furthermore, the **Insurer** offers to cover not only tourists with a negative PCR test, but also if they are fully vaccinated against COVID-19 or if they are cured from COVID-19 and the infection is not more than 1 year ago.

Definitions

The following key words or phrases have the same meaning wherever they appear in this policy, unless stated below.

Certificate of Insurance: the document giving details of the **Period of insurance**, **Your** cover, the premium, and the reference number. The **Certificate of Insurance** includes the coverage limits and all the information **You** provided when **We** prepared **Your** quotation.

Children/Child – Your children, **Your** partner's children and the grandchildren of **You** or **Your** partner, including step children, step grandchildren and fostered or adopted children or grandchildren, provided that they are:

- under 18 years old on the date cover commences
- dependent on **You** or **Your** partner (or in the case of grandchildren dependent on **Your** partner or their parent(s))
- not married or living with their partner.

Arrival; the date and time shown on **Your** ticket as **Your** first entry into Israel, purchased through the IITOA or one of their **Subscribing Agents** to this scheme for **Your Arrival** from **Your Country of Origin**.

Diagnosis of COVID-19: a positive diagnosis and confirmation of COVID-19 that first occurs from a test taken after cover commences and from a test taken within 28 days of **Your** arrival in Israel whilst **You** are travelling outside **Your Country of Origin**.

Emergency medical and Hospital expenses eligible and **reasonable** expenses limited to USD 25,000 arising from COVID-19 that include **Hospitalisation** for at least one overnight stay/duration and provided by a **Hospital**, diagnostic laboratory procedures, services of a physician, x ray examinations, diagnostics, treatment and care, nursing, ambulance services, the services of a physician or doctor or nurse, prescription drugs (30 day maximum supply including for those required for release from **Hospital**).

Excess: the first amount of any claim for which **You** are responsible to pay. The **Excess** applies to each **Insured Person** per claim-

Home: **Your** normal place of residence.

Country of Origin: the country in which **You** start the first leg of **Your** Trip.



Hospitals: a licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people;
- it is run by **Medical practitioner(s)**;
- it provides care supervised by state registered nurses or the local equivalent; and/or
- it is not a medical institution only specialised in training and education, a nursing or convalescent **Home**, a hospice or place for the terminally **Ill**, a residential care **Home**, or a place for drug and/or alcohol rehabilitation.

Illness/ill: sudden and unexpected deterioration in health as a result of **Illness**, sickness, disease, or **Complications of pregnancy or childbirth** related to COVID 19 as certified by a **Medical practitioner** following a **Diagnosis of COVID-19**

Insured person: each person travelling on a trip whose name appears in the **Certificate of Insurance** and who have been enrolled by the Insured as IITOA or one of their subscribing travel agents to this covid specific benefit inbound travel scheme.

Insurer/We/Us/ Our: Insurer means Isosceles PCC Limited - Cell Hotspot, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 4ET. Isosceles PCC Limited is a Protected Cell Company licensed in the Bailiwick of Guernsey (registration number 46593). Share capital in Cell Hotspot is 100% subscribed to Hotspot Cover DAC; a Designated Account Company registered in Ireland (registration number 632153) authorised and regulated under part 16 of the Companies Act 2014

Medical practitioner: a doctor, medical general practitioner or medical physician and clinician legally qualified **and** holding the necessary medical certification in the country in which they are currently practising, a registered practising member of the medical profession who is not related to **You** or **Your Travel companion** and other than **You** or a relative.

Normal pregnancy or childbirth: means pregnancy or childbirth without any **Complications of pregnancy or childbirth**.

Period of Cover and eligibility: 28 (Twenty Eight) days from the **Arrival** date as shown on **Your** ticket as the date and time of **Your Arrival** from **Your Country of Origin**.

Period of insurance: the policy cover start date and 28 days from the date shown in **Your Certificate**. Cover applies when **You** arrive in Israel on the trip start date and ends twenty eight days later or if **You** return to **Your Country of Origin** or are repatriated to a **Hospital** in **Your Country of Origin**, whichever is earlier.

Public transport carrier: any mechanically propelled vehicle operated by a company or under an individual licence to carry passengers for hire, including but not limited to aircraft, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

Reciprocal health Agreements: State or national or locally available treatments that are either free of charge or at a reduced cost, e.g. by enrolling in a European Health Insurance Card (EHIC) for Europe or Medicare in Australasia.

Subscribing Agents: a travel agent who has subscribed to the master policy of IITOA as the insured to enrol their travellers under the master policy for free covid specific benefits in Israel Trip: the period of no longer than 31 days continuous days spent away from **Your Country of Origin** on pre-booked business or personal travel travelling to Israel shown on **Your**



Certificate of Insurance, starting from when **You** leave **Your Home** to begin **Your Trip** and which ends on whichever of the following is earliest:

- the policy end date as shown in **Your Certificate of Insurance**, or;
- **Your return Home**, or;
- **Your return to a medical facility in Your Country of Origin**.

Usual, reasonable and customary: means the most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are **Reasonable**. **We** will determine what **Usual, reasonable and customary** charges are, and in doing so may consider one or more of the following factors:

- A. the level of skill, extent of training, and experience required to perform the procedure or service;
- B. the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services;
- C. the severity or nature of the **Illness** caused by COVID-19 being treated;
- D. the amount charged for the same or comparable services, medicines or supplies in the locality;
- E. the amount charged for the same or comparable services, medicines or supplies in other countries.
- F. the cost to the medical provider of providing the service, medicine or supply;
- G. such other factors as **We**, in the **Reasonable** exercise of discretion, determine are appropriate.

You/Your/Yours: Each person who has purchased a ticket from the IITOA or one of their **Subscribing Agents** to this scheme and who has been automatically enrolled under this group policy.

Special Condition

These emergency COVID-19 expenses will only be paid after any other travel insurance, private medical insurance, social security, **Your Country of Origin's** state provisions for healthcare, reciprocal health agreement (such as the European Health Insurance Card) or any other body that is bound to provide assistance or pay such costs has fulfilled their duties.

Third Party Claims & Service Administrator

Option (Madanes Group) who are contracted with and to Isosceles PCC Limited –Cell Hotspot to administer and act as claims service provider for the Covid-19 IITOA subscriber's policy. They are the claims service provider and handler who perform the business of a 24-hour emergency medical assistance provider and third party assistance provider on behalf of the Insurer under this policy.

You are enrolled under a group insurance policy issued to and paid for by **Your** travel service and/or agency provider. To qualify for coverage **You** must be purchasing a flight through the IITOA or one of their associated agents who has subscribed you to this scheme. The policy is distributed by HotspotCover.com to the IITOA. COVID 19 claims are administered by Option (Madanes Group) on behalf of the IITOA. The settlement of claims under this policy, whether in part or in whole, are made directly with the end supplier by Option (Madanes Group) on behalf of the IITOA and not directly with **You** as their subscribing enrolled traveler.

Option (Madanes Group) Contact Information as the Third Party Claims & Service Administrator:

touristcovid@madanesh.com



Phone numbers: In Israel: 03-6380218 (outside of Israel +972-3-6380218)

Period of Cover and eligibility: 28 (twenty eight) days from the **Arrival** date as shown on **Your** airline or travel ticket and **Certificate of Insurance** as the date and time of **Your Arrival** from **Your Country of Origin**.

Eligibility

- 1) **You** have met the valid entry requirements for tourists to Israel at the time of **Arrival** in Israel. This includes ALL the mandatory COVID-19 precautions for tourists to Israel that may include **You** having a negative PCR test within 72 hours prior to **Your Arrival**.
- 2) **You** do not have a COVID-19 infection upon **Arrival** in Israel.
- 3) **You** have had **Your Hospitalisation** treatment or isolation approved by the claims assistance company at Option (Madanes Group).
- 4) **You** are a visitor to Israel and have purchased a trip or ticket with the IITOA or one of their agents who have subscribed and purchased cover to be under this scheme.
- 5) **You** have become **Ill** and have sought a COVID-19 test within twenty eight days of **Your Arrival**
- 6) **You** are not travelling against **Your** country of domicile's Government advice or travel prohibition.
- 7) **You** are outside **Your Country of Origin**
- 8) **You** have not been advised to be **Hospitalised** by a **Medical practitioner** during the two weeks before **Your Arrival**
- 9) **You** have not been diagnosed with a terminal condition

You are not covered.

- 1) For any claims where **You** have received a COVID-19 Positive Test or received treatment for COVID-19 within 28 days of **Your Arrival** or after the expiry date of the **Period of Cover** whichever occurs first
- 2) Where **You** have NOT met the valid entry requirements for tourists to Israel at the time of **Arrival** in Israel.
- 3) For any claim incurred for expenses not related to COVID-19
- 4) i) For any Inpatient **Hospitalisation** treatment, Flight rearrangement or Isolation that does not have the prior approval of **Our** Assistance Company at Option (Madanes Group).
 - a. ii) If it is deemed **reasonable** that prior approval could not be sought 4i) above will not apply
 - b. iii) For any claim in part or whole for **Hospitalisation** that did not include an overnight **Hospital** stay.
 - c. iv) *For any claim for reimbursement for Flight Rearrangement unless **You** have had two overnight stays in the **Hospital**.*
 - d. v) *For any claim under reimbursement for Flight Rearrangement in a flight that is superior to the travel class in which **You** arrived.*
 - e. vi) *For any claim for Isolation before day 4 of isolation and any claim after 11 days in total.*
- 5) For any claim incurred as the result of a COVID-19 test that is negative and any expenses incurred before or after a COVID-19 test that is negative.
- 6) For any claim if **You** have a COVID-19 infection upon **Arrival** in Israel

- 7) For any claims where **You** have been advised to be **Hospitalised** by a **Medical practitioner** during the two weeks before **Arrival** into Israel
- 8) For any claim where any amount is recoverable under any other Insurance or Reciprocal Health Arrangement that includes travel insurance, private medical insurance, social security, reciprocal health agreement (such as the European Health Insurance Card) or any other body which will be considered primary *before this insurance pays*.
- 9) For any claim where **You** are travelling against Medical advice or after receiving a terminal prognosis
- 10) For any costs which in the opinion of the treating **Medical practitioner** or in **Our** opinion are not medically necessary to treat **You** or can be delayed until **Your** return to **Your Country of Origin**. If the treating **Medical practitioner's** opinion is not the same as **Our Medical practitioner's** opinion, then **Our Medical practitioner's** opinion takes priority.
- 11) For a private room unless approved by **Us** and **We** agree this is necessary.
- 12) Any loss that is not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following an **Illness** through a COVID-19 diagnosis happening while on a Trip.
- 13) Any claim that expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.
- 14) Any claim for payments **You** would normally have made during **Your** Trip or which do not fall within the events insured by **Your** policy.
- 15) Any claim if **You** are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or Illegal suppliers of nuclear, chemical or biological weapons
- 16) Any claim on or resulting from a Cruise Ship or Cruise Ship vacation or activity
- 17) Any claim for travel outside of Israel ~~Afghanistan, Burundi, Chad, Central African Republic, Congo (Democratic Republic), Gaza and the west Bank, Iran, Iraq, Libya, Niger, Nigeria, Mali, Pakistan, Sudan, Somalia, South Sudan, Syria, Venezuela and Yemen~~
- 18) Any claim in **Your Country of Origin**.
- 19) Where **You** are travelling with the intention of obtaining medical treatment for COVID-19 or consultation abroad.
- 20) Any claim if you are not an inbound traveller to Israel and/or where you are ordinarily resident in Israel and Israel is your primary country of residence and domicile.

Important: travelling when pregnant

We will provide cover for Complications of pregnancy or childbirth following a **Diagnosis of COVID-19** provided **You** are not more than 28 weeks pregnant by the time **Your** Trip is due to start (or 24 weeks for multiple births) and a **Medical practitioner** or midwife confirms that **You** are fit to travel. Cover will also require a positive COVID-19 diagnosis within 28 days of costs relating to a Normal pregnancy or non-COVID-19 claims are not covered.

Special Conditions

- 1) Reciprocal Health Agreements: In certain countries **You** may be entitled to medical treatment either free of charge or at a reduced cost, by enrolling in a reciprocal health agreement (e.g. European Health Insurance Card (EHIC) for Europe and Medicare in

Australasia). **You** must take all **Reasonable** steps to avoid or reduce any loss that may mean that **You** have to make a claim under this insurance. (For example, if **You** receive **Hospital** treatment in a European Union country, **You** should produce **Your** European Health Insurance Card (EHIC) if **You** have one.

- 2) If **We** make a payment before the cover is confirmed and **Our** claim investigation reveals that no cover exists under the terms of **Your** policy, **You** must pay **Us** back any amount **We** have paid.
- 3) All claims must be reasonably notified within 30 days or as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **Our** rejection of the claim if it is made so long after the event that **We** are unable to reasonably investigate it fully, or may result in **You** not receiving the full amount claimed for if the amount claimed is increased because of the delay.
- 4) **You** must provide all the documents **We** may reasonably require that **We** need to deal with any claim. **You** will be responsible for the costs involved in doing this. This will include any evidence as to a positive COVID-19 diagnosis.
- 5) **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by **Your** policy, including proceedings to recover any claim payments.
- 6) **We** may ask **You** to attend one or more medical examinations or COVID-19 tests. If **We** do, **We** will pay the cost of the examination(s) including medical reports and records and **Your Reasonable** travelling expenses to attend (and any person required to travel with them). These expenses must be agreed upon by **Us** in advance. If **You** fail to attend without **Reasonable** cause, **We** may reject the claim.
- 7) **You** must pay **Us** back any amounts that **We** have paid to **You** which are not covered.
- 8) This policy may not be assigned or transferred unless agreed by **Us** in writing.
- 9) **We** may also contact third parties who have, or who were, to provide services to the Insured person(s) to verify the information provided.
- 10) **You** accept that **We** will not extend the **Period of Insurance** if the original policy has ended or **You** know **You** will be making a claim.
- 11) **You** must tell **Us** if **You** know about anything, which may affect **Our** decision to accept **Your** insurance (for example, if **You** are planning to take part in a dangerous activity while **You** are on holiday).
- 12) In the event of the an **Insured Person** being **Hospitalised** for COVID-19 related inpatient treatment **We** have the right to Repatriate the **Insured Person** back to their **Home** country if in the opinion of **Our Third Party Claims & Service Administrator** and the insured persons treating **Medical practitioner** they are fit to travel and it is safe for them to do so. If the **Insured Person** refuses to return when declared medically fit to do so **We** will not pay for any continuing medical treatment or **Hospital** or medical services or any recurrence.
- 13) The **Insured Person** must follow any Government restrictions or public health warnings applying at their intended destination.
- 14) **You** accept that in the event of a claim **You** as the Insured agree to the safe transfer of relevant and reliable data outside **Your** country of domicile.

Fraudulent Claims

1. **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:
 - a. Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
 - b. Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;



- c. Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
 - d. Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
 - e. **Your** claim is in any way dishonest or exaggerated,
2. If **You** make a fraudulent claim under this insurance, **We**:
 - a. are not liable to pay the claim; and
 - b. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
 - c. may by notice to **You** treat this insurance as having been terminated with effect from the time of the fraudulent act.
3. If **You** are found to have made a fraudulent act or claim as described above:
 - a. **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b. **We** need not return any of the premiums paid.
 - c. **We** may also take legal action against **You** and inform the appropriate authorities.

Cancellation by Us

We reserve the right to cancel for reasons that include, but are not limited to, delays in the provision of documentation requested, a change of risk under the cover which **We** are unable to insure, any **Insured Person** being on a sanctions list or any form of misrepresentation or non-disclosure.

You will be notified by email and **We** reserve the right to retain any premium paid by **You**.

Making a claim

For medical emergencies and all claims payments and approvals please contact our Third Party Claims & Service Administrator Option (Madanes Group) at touristcovid@madanesh.com

Telephone numbers: In Israel: 03-6380218 (outside of Israel +972-3-6380218)

Please note that the failure to contact Option (Madanes Group) where it is reasonable and necessary to do so prior to any treatment or costs incurred may prejudice any payment under this IITOA policy.

Reimbursable claims (where **We** reimburse **You** for costs that **You** have paid) will be paid in the currency in which **You** incurred the loss. **Our** claims calculation does not include fees or foreign exchange conversions applied by **Your** credit card issuer. **You** can convert **Your** approved claim amount from the original currency of loss to **Your** preferred currency, using a retail exchange rate.



Policy Issuer

You are enrolled under a group insurance policy issued by Hotspot Cover to the IITOA through one of their **Subscribing Agents** to the IITOA COVID 19 cover travel scheme and paid for by **Your** Travel service provider and reinsured by Reinsurers with a minimum of A rating by Standard & Poor's. To qualify for coverage **You** must be purchasing a trip distributed by the IITOA or one of their agents who has subscribed to this scheme on **Your** behalf. Assistance and claims are administered by Option (Madanes Group).

Third Party Rights

Except where otherwise required by law, **You** and **We** have agreed that

- it is not intended for any third party to this contract to have the right to enforce the terms of this contract
- **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under this policy.

Data Protection & Privacy

We are committed to protect **Your** personal information and **We** are committed to the principles of data security in the configuration of **Our** services. With respect to General Data Protection Regulation (GDPR), as a data controller, **We** collect and process information about **You** and **We** also receive personal information from **Your** booking agent including **Your** email address, name and phone number, risk details and other information which enables **Us** to issue and modify policies and process claims, detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed and protect **Our** legitimate interests. **We** may share that data from time to time with **Insurers** or contractors, investigators, crime prevention organisations who may be outside of the European Union or the UK. **We** will never share **Your** data with external marketing services. **Our** Privacy Policy outlines how **We** process **Your** data, the data that **We** collect and the processes to undertake should **You** either wish to request a copy of **Your** data, or remove consent for **Us** to retain **Your** data.

Complaints/Disputes

Step 1

You can contact **Our** Complaints Team touristcovid@Madanes.com

Phone numbers: In Israel: 03-6380218 (outside of Israel +972-3-6380218)

We will respond within 5 days.

Once **You** have received **Your** final response from **Us**.

Your legal rights are not affected.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. The relevant party will contact you within five working days of receiving your complaint to inform you of what action they will take.

Step 2

Email: complaints@hotspotcover.com



The relevant party will contact you within five days of receiving your complaint to inform you of what action they will take.

INFORMATION SECTION

All information as provided to and agreed by all parties to this insurance at attachment of risk hereunder and available to all **Insurers**.

Estimated Gross Written Premium USD 1,000,000

Option (Madanes Group) **Third Party Claims & Service Administrator**
to be paid \$1 per person per trip as service administration fee that replaces any per claims service administration fee to Insurers at time and in service of claim.

It is agreed gross premium less above administration fee (net of any applicable taxes) or any deductions to be paid to HotspotCover/Madanes.

SIGNING

This Agreement effective as of the afore-mentioned Period Dates, being executed by the duly authorised representative under their signature below.

A handwritten signature in black ink, appearing to be "A. S. Y.", written over a horizontal line.

6 August 2021

Marsh Management Services Guernsey Limited
as Manager of
ISOSCELES PCC LIMITED – CELL HOTSPOT