

## THE PHOENIX DIVER | RECREATIONAL DIVING POLICY

**Dear valued customer,**

We thank you for choosing the "Phoenix Diver" insurance plan.

We recommend reading the pamphlet where you can find information on the insurance plan and instructions for filing a claim.

**Please note,**

We provide assistance and support services including:

### **24/7 Emergency Hotline - IMA**

Call from Israel: 03-9206919

Call from abroad: 972-3-9206919

E-mail: [fnx@ima-mc.com](mailto:fnx@ima-mc.com)

Skype: [assistance.ima](https://www.skype.com/people/assistance.ima)

**Claims will be filed in accordance with the instructions for filing a claim which can be found on the company's website at [www.FNX.CO.IL](http://www.FNX.CO.IL)**

We wish you a safe diving experience,  
The Phoenix Insurance Company

Additional information can be found on the company's website at  
HYPERLINK "<http://www.fnx.co.il>" [www.fnx.co.il](http://www.fnx.co.il)

Address: 53 Derech HaShalom, Givatayim, 5345433

## CONTENTS

Subject	Page
1. Introduction	3
2. Definitions	3-7
3. Preconditions for the insurer's liability	7-8
4. Coverage of medical expenses due to diving Accidents	8-9
5. Additional coverage	9-12
6. General restrictions	12
7. Claims	12-13
8. General terms	13-15
9. Judgement	15
Appendix: Plan E <b>"Start Scuba Diver"</b>	16-18
10. Definitions	16-17
11. Preconditions for the insurer's liability	18
Appendix: Plan F <b>"Introductory Dive Insurance"</b>	19-20
12. Definitions for this appendix only, which replace the definitions in the Basic Policy	19-20
13. Preconditions for the insurer's liability	18
Appendix: Plan G <b>"Diving Insurance Research"</b>	21
Part A: Full disclosure	23
Part B: Concentration of coverages and policy extensions	24-29

# THE PHOENIX DIVER | RECREATIONAL DIVING POLICY

12/2015 Edition

## 1. Introduction

In exchange for a premium paid by the insured, The Phoenix Insurance Company Ltd. (hereinafter: "the insurer") will pay the insured insurance benefits in the event of an insurance event as defined and specified in the policy, during the insurance period, and within the confines of the insurer's liability as defined in the insurance plan according to the conditions of the policy, its restrictions and its provisions (hereinafter: "the Basic Policy").

## 2. Definitions

<b>2.1 The insurer</b>	The Phoenix Insurance Company Ltd.
<b>2.2 The Insured</b>	Whose name appears on the insurance papers and is one of the following:
	<p>2.2.1 An individual who is duly certified according to the recreational diving law 1980 (hereinafter: "<b>the diving law</b>") and its regulations and holds a valid diving certificate which is recognized by the competent authority and/ or by international diving organizations.</p> <p><b>Or</b></p> <p>2.2.2 An individual who is taking part in an advanced diving certification course according to the rules of the diving law and its regulations and is under the supervision of certified diving instructor on behalf of a diving school authorized to certify divers.</p>
<b>2.3 The insurance plan</b>	One of the following 4 insurance plans, which was chosen by the insured and was explicitly mentioned in the insurance papers of the insured:

Article Number	Coverage / Plan Type	A	B	C	D
2.3	Maximum period of insurance	Up to 5 consecutive years	Supplementary to plan A up to one insurance year (12 months from the beginning of plan A)	12 months	12 months
2.3	Geographical location	Israel, Jordan and Egypt	International	International	International

Article Number	Coverage/ Plan Type	A	B	C	D
4	Medical expenses resulting from a diving accident as specified in article 4 and its subsections below:	Up to \$100,000	Up to \$150,000	Up to \$150,000	Up to \$250,000
4.1	Rescue expenses, evacuations, and transfers to local hospitals	Included	Included	Included	Included
4.1	Medevac	Included	Included	Included	Included
4.2	Hospitalization expenses	Included	Included	Included	Included
5.1	Loss of personal diving equipment	Not included	Up to \$1,500	Up to \$1,500	Up to \$1,500
5.2	Air transportation coverage for the deceased	Up to \$5,000	Up to \$5,000	Up to \$5,000	Up to \$5,000
5.3.1	Returns on to alternative travel tickets	Not included	Up to \$2,000	Up to \$2,000	Up to \$2,000
5.3.2	Hotel abroad	Not included	Up to \$100 per day and up to 10 days	Up to \$100 per day and up to 10 days	Up to \$100 per day and up to 10 days
5.4	Lump sum payment in the event of death resulting from a diving accident	Not included	\$10,000	\$10,000	\$20,000
5.5	Lump sum payment (compensation) in the event of permanent, complete disability	Not included	Up to \$10,000	Up to \$10,000	Up to \$20,000

Article Number	Coverage/ Plan Type	A	B	C	D
5.5	Lump sum payment (compensation) in the event of permanent, complete disability	Not included	Up to \$10,000	Up to \$10,000	Up to \$20,000
5.5.1	Lump sum payment (compensation) in the event of permanent, partial disability	Not included	Up to \$10,000	Up to \$10,000	Up to \$20,000
5.6	Liability towards a third party - liability limit for the event and period	Not included	\$75,000	\$75,000	\$100,000
5.7	Return of advanced diving course expenses for certified divers	Not included	Up to \$500	Up to \$500	Up to \$500

The amounts specified in this table are in US Dollars.

<b>2.4 Insurance event/ Diving accident</b>	Every unanticipated personal injury and/ or unanticipated disease resulting directly from the recreational diving activity of the insured during the insurance period. This definition does not apply to article 5.6, liabilities towards third parties.
<b>2.5 Period of insurance</b>	The period explicitly mentioned in the insurance papers of the insured.
<b>2.6 Coverage domain</b>	from entering the water for recreational diving purposes to the exiting the water on the way back from the dive, including entering and exiting the water through sea vessels in accordance with the specified geographical area of coverage as mentioned in the insurance plan that was chosen by the insured and which is explicitly mentioned in the insurance papers.
<b>2.7 Recreational Dive</b>	A dive using personal diving equipment using compressed or enriched air/gas to a depth which does not exceed the depth that the insured is allowed to dive to according to his legal agreement and his age. Including,

	<p>student and volunteer dives as part of academic courses and/ or scientific delegations, archeological and/ or zoological. The insurance covers air or nitrox recreational dives which are done according to the NDL limitations of the NOAA.</p> <p><b>In order to be clear, the insurance does not cover technical dives which require decompression delays, the use of various gasses in one dive, gas recycling equipment and the use of any mix of gasses other than air and nitrox.</b></p> <p><b>It does not cover diving for work related purposes, instructional dives, underwater fishing, military or police related diving.</b></p>
<b>2.8 Diving certification level</b>	The certification level of the insured as specified in his diving certificate or as specified in any other certificate which he was duly granted by law or by regulations.
<b>2.9 Personal diving equipment</b>	<p>Independent diving equipment necessary for diving purposes including the following items only:</p> <p>2.9.1 An independent metal container/ diving device which is fed with compressed air/ gas.</p> <p>2.9.2 A breathing regulator which is fed with a compressed air container which includes a mouth piece, a spare mouth piece (an additional breathing source which is fed through the compressed gas container), a depth gauge, a time measurement device, and air pressure gauge for the compressed air container, which are all used during the entire time of the dive.</p> <p>2.9.3 Buoyancy control device which includes a controlled inflation device which runs on compressed gas.</p> <p>2.9.4 An independent weight belt or a weight belt which is installed on the buoyancy control device which includes release buckles that are installed on the belts of the independent diving device.</p> <p>2.9.5 A diving mask</p> <p>2.9.6 Flippers</p> <p>2.9.7 A diving suit</p>

<b>2.10 Insurance papers</b>	The forms which include the name of the insured, the period of insurance, the policy number, his ID/ passport number, the premium amount and the insurance plan.
<b>2.11 Doctor</b>	A specialist in the field of the insured's injury/ disease resulting from the diving accident, who has been certified as a doctor by the authorities of the country in which he practices, who is treating the insured for the diving accident.
<b>2.12</b>	An institution in Israel and/ or abroad which is recognized by the competent authorities as a hospital and is used as a hospital only. Not including institutions used as sanatoriums and/ or rehabilitation institutions
<b>2.13 Travel</b>	Including flying and sailing.
<b>2.14 Alternative travel ticket</b>	A travel ticket which the insured has purchased instead of his original travel ticket due to medical treatment necessitated by the diving accident which has forced him to change his planned date of departure, according to the doctor's instructions.
<b>Original travel ticket</b>	The ticket which was purchased by the insured in order to travel from the diving location to the next destination, as was planned ahead of time by the insured.
<b>2.15 Death</b>	Death of the insured resulting from a diving accident.
<b>2.16 Permanent disablement</b>	<p>A medical disablement from which the insured will suffer permanently (not temporarily) resulting from a diving accident. The medical disablement will be prescribed in the following way:</p> <p>2.16.1 The disablement will be prescribed by a specialist in the field relevant to the insured's physical injury which was resulting from the diving accident. The disablement degree will be prescribed according to the relevant tests which were determined for the injury of the type mentioned in part A, in addition to regulation 11 of the National Insurance Regulations (prescription of disablement degrees for work injuries) 1956 (hereinafter: "the tests"). Nevertheless it should be explicitly</p>

	<p>noted that an additional rate of disablement prescribed in articles 15 and/ or 16 of the National Insurance Regulations will not be included in the tests used for the prescription of disablement degrees. The said prescription of disablement degrees does not apply any provision of the National Insurance Law and its regulations whatsoever to this policy, except for the prescription of disablement degrees.</p> <p>2.16.2 If the injury is not mentioned in the tests, the disablement degree will be prescribed by a specialist in the field relevant to the physical injury resulting from the diving accident according to a similar injury out of the injuries prescribed in the tests.</p> <p>2.16.3 If the insured has grounds for a claim against the National Insurance Institute of Israel resulting from the insurance event only, the National Insurance Institute' prescription of a disablement degree resulting from the insurance event, will bind the parties of this policy. Nevertheless, it should be noted that if the National Insurance Institute does not prescribe a disablement degree it does not detract from the insured's right to have a disablement degree prescribed and to receive insurance benefits for the disablement which was prescribed as mentioned above.</p> <p>2.16.4 In order to be clear, it is hereby stated, that the prescription of a disablement degree according to this chapter will not be affected by disablement degrees prescribed under any other enactment, except for the regulations under the National Insurance Law defined above.</p> <p>Complete permanent disablement – permanent disablement rate of 100% (not temporary)  Partial permanent disablement – permanent disablement rate between 1%-99% (not temporary).</p>
<b>2.17 International</b>	Israel and locations abroad.

<b>2.18 Abroad</b>	Every country outside of Israel, including a ship or plane on their way to or from Israel except for the territories of the Palestinian Authority and except for the countries listed below (subject to the list of countries listed on the company's website): North Korea, Yemen, Oman, Indonesia, Bahrain, Burkina Faso, Mali, Mauritania, Chad, Iraq, Sudan, Libya, Djibouti, The United Arab Emirates, Iran, Malaysia, Niger, Syria, Afghanistan, Somalia, Kuwait, Pakistan, Saudi Arabia, unless it has been determined otherwise by the insurer in advance and in writing.
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### 3. Preconditions for the liability of the insurer

The liability of the insurer according to this policy is contingent upon the fulfillment of all of the following cumulative preconditions:

<b>3.1</b>	The insured has complied with all of the requirements he has agreed to as a diver partaking in a diving course in accordance with the regulations which were published by the authority certified to do so or by internationally recognized diving organizations.
<b>3.2</b>	The dive was no deeper than the depth which the insured is allowed to dive to in accordance with his legal acceptance and according to this age.
<b>3.3</b>	The dive does not conflict with the diver's diving certification level.
<b>3.4</b>	The recreational dive was accompanied by at least one other person, who is duly permitted to dive, and in accordance with the conventional rules, regulations and limitations including the diver's age restrictions, the age of the accompanying diver and his certification level, all in accordance with the usual methods of the country in which the site of the dive is located.
<b>3.5</b>	The insured recreationally dived in an area in which diving was not prohibited by the competent authorities of that particular country.
<b>3.6</b>	The insured was equipped with personal diving equipment during the dive.
<b>3.7</b>	The insured holds a valid diving license which is unconditional, not suspended and not canceled.

<b>3.8</b>	The insured complied with all of the conventional rules, regulations and limitations which apply to the country in which the diving site is located with respect to diving after an extended break from diving, including a "refreshment dive" accompanied by an instructor or by a senior diver if it is so required by the conventional rules.
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<b>3.9</b>	At the end of a period of any medical suspension, the insured received medical clearance for diving, the clearance is valid if and only if it was given by a certified doctor/diving specialist.
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All of the conditions listed above, are material preconditions for the liability of the insurer.

### 4. Coverage of Medical Expenses due to Diving Accidents

**This coverage is in accordance with the provisions of the recreational diving regulations (mandatory insurance for divers) 1980**

In the case of an insurance of event, the insurer will bear the rescue, evacuation, transfer to hospital and hospitalization expenses, including hyperbaric chamber treatment expenses as well as the expenses for medical exams after hospitalization in accordance with the insurance plan which was chosen by the insured as listed below:

<b>4.1</b>	Coverage of rescue, evacuation, and transfer to a local hospital expenses - Every expense required for rescue, evacuation or transfer of the insured from the location of the event to a hospital and/or hospitals, as needed, including medevac "AIR AMBULANCE" and including the expenses incurred from transferring the insured to his country of residence for the continuation of hospitalization. Medevac and/or medical transfer by air and/or air transfer accommodated to the medical requirements of the insured will be done according to the following cumulative conditions, as much as possible, and according to the circumstances of the insurance event:
<b>4.2 Coverage of hospitalization expenses</b>	Payment for hospitalization and medical services which were given to the insured in hospitals, including treatment by a doctor, hyperbaric chamber treatment/s, lab tests, x-rays, and every other vital medical test required to save the life of the insured. <b>The coverage does not apply to alternative</b>

	<b>medicine expenses, rehabilitation treatments, hospitalization in rehabilitation institutions and plastic surgeries.</b>
The maximal amount of insurance regarding article 4, including its subsections, will not exceed the amount written in the insurance plans table in article 2.3 of the policy which was chosen by the insured and mentioned in the insurance papers.	
<b>5. Additional coverage</b>	
The coverage according to this policy is extended to include additional coverages in accordance with the following list: (the coverages' amounts from here on out in addition to the main amount).	
<b>5.1 Loss of personal equipment coverage</b>	<p>In the event of the loss of personal equipment as defined above during a diving accident which required medical evacuation and hospitalization, the insurer will bear the expenses of the cost of the equipment up to the maximal threshold which is specified in the insurance plans table in article 2.3 of the policy.</p> <p>The coverage does not apply to diving watches, diving computers, flashlights and photography equipment.</p> <p>The insurance benefits will not exceed the value of the equipment after deducting wear and tear. Wear and tear will be calculated as follows:</p> <p>5.1.1 If the lost equipment was purchased at least one year prior to the event and the insured has receipts to prove it, the loss will be appraised by the insurer without deducting for wear and tear.</p> <p>5.1.2 If the insured does not have receipts as said above and/ or if the equipment was purchased over a year before the event, the damaged equipment will be appraised by the insurer but in any case the maximal payment for any lost diving equipment will be the value of the equipment in new condition less wear in tear which will be no less than 35% and no more than 65% of the equipment in new condition.</p>

<b>5.2 Air transportation coverage for the deceased</b>	The insurer will cover expenses for the air transportation of the deceased from the diving location to the country of residence of the insured, in the event of death directly resulting from a diving accident, provided that the insured died while hospitalized or during the diving. <b>The maximal amount of insurance regarding article 5.2 will not exceed the amount specified in the insurance plans table in article 2.3 of the policy.</b>
<b>5.3 Returns on alternative ticket expenses and sleeping accommodation expenses which the insured incurred because of a diving accident:</b>	<p>5.3.1 Alternative travel ticket: If it was purchased by the insured due to an impaired medical condition resulting from a diving accident, which prevents the insured from traveling at the original date according to his doctor's instructions. <b>The insurer's liability limit will not exceed the limit specified in the insurance plans table in article 2.3 of the policy.</b> Any reimbursement which the insured will receive for his original travel ticket will be deducted from the indemnity.</p> <p>5.3.2 Hotel abroad: an extended stay in a hotel in the area of the diving location on top of the original stay, if a doctor's medical opinion, which states that the diving accident necessitates the extended stay, is provided. <b>The insurer's liability limit will not exceed the limit specified in the insurance plans table in article 2.3 of this policy.</b></p>
<b>5.4 Lump sum payment in the event of death resulting from a diving accident</b>	the insurer will pay a lump sum payment to the legal heirs of the insured in accordance with the insurance plan which was purchased in article 2.3 of the policy and mentioned in the insurance papers, in the event of death resulting directly from a diving accident and contingent on the death of the insured being within 36 months from the diving accident and as a direct result of it.
<b>5.5 Lump sum payment (compensation) in the event of complete permanent disablement</b>	The insurer will pay the insured a lump sum payment in accordance with the insurance plan purchased in article 2.3 of the policy and mentioned in the insurance payment, due to a complete permanent disablement which resulted directly from a diving accident and happened within 36 months after the diving accident.

	<p>5.5.1 A lump sum payment (compensation) in the event of a partial permanent disablement which resulted in the manner described above will be proportional to the lump sum indemnity in accordance with the insurance plan which was purchased in article 2.3 of the policy and mentioned in the insurance papers, according to the disablement rate which was prescribed. If the insured had a degree of disablement prior to the accident, it will be deducted from the disablement degree prescribed because of the accident. For example: if the indemnity for this matter is up to \$10,000 then the maximal amount will be paid in the event of a 100% permanent disablement and in the case of a 50% permanent disablement 50% X \$10,000 = \$5,000 will be paid.</p>
<p><b>5.6 Liability towards a third party</b></p>	<p>5.6.1 The insurer will compensate the insured for his legal liability towards a third party provided that the liability limit of the insurer does not exceed the amount specified in the insurance plan in article 2.3 of the policy for the event and/ or for the insurance period, for physical injuries or damage to equipment caused to a third party during the insurance period, during a dive or on the shore from which the dives are executed, and for which the insured is liable to a third party by law.</p> <p>5.6.2 Exceptions to liabilities towards third parties</p> <p><b>The insurer will not pay indemnities for claims regarding:</b></p> <p><b>5.6.2.1 liabilities towards the employees of the insured, any contractual liability or liabilities towards family members of the insured.</b></p> <p><b>5.6.2.2 Liability due to an intentional event, malice, or illegal action.</b></p> <p><b>5.6.2.3 Liability towards a diving partner</b></p> <p><b>5.6.2.4 Liability due to animals owned by the insured or which are under his control or supervision.</b></p>

	<p><b>5.6.2.5 Liability due to trade or business or profession.</b></p> <p><b>5.6.2.6 Liability due to damage to or by a sea vessel.</b></p> <p>5.6.3 Before or during the process or negotiations to reach a compromise, regarding any claim or series of claims, the insurer is entitled to pay the insured the amount of the liability limit as said in article 5.6.1 above, after all of the payments already paid as indemnities have been deducted, and in such a case the insurer will surrender the management and inspection of such a claim or claims and will be exempt from every additional payment regarding it or them.</p>
<p><b>5.7</b></p>	<p>The insurer will compensate the insured for the loss of an advanced diving course fee for certified divers. The insurer will not cover the costs of professional reading materials and certification costs, resulting from an insurance event which occurred during the diving course under the supervision of a certified instructor and because of whom the diver was permanently suspended from diving.</p> <p>The liability of the insurer for such a coverage will not exceed the liability specified in the insurance plans table in article 2.3 of the policy, provided that the insured does not have the right to have the diving course fee returned by the diving school.</p> <p>If the fees for an advanced diving course for certified divers have been paid for, the coverage will apply to and only to the proportional part of the courses' fees regarding the certain stage in the course after the insured has been disqualified as stated above. The insured will not be eligible for the compensation according to this article if he has been disqualified from the course for a medical reason which did not result from the insurance event or if he terminated his participation in the course from any reason other than the insurance event.</p>



<b>6. General Restrictions</b>	
<b>The insurer will not be liable for and will not provide coverage for according to this policy, an event which is related to, directly or indirectly and/ or arising from:</b>	
<b>6.1</b>	<b>Warfare, military operation, police operation, hostile or warlike acts, revolt or revolution, riots, sabotage, terrorism, militarily service.</b>
<b>6.2</b>	<b>Suicide attempt and/ or intentional self-injury whether the insured was sane or not.</b>
<b>6.3</b>	<b>Alcohol or the influence of illegal drugs and/ or their use.</b>
<b>6.4</b>	<b>illegal activity of the insured</b>
<b>6.5</b>	<b>Mental illness and/ or mental or nervous disorder of the insured.</b>
<b>6.6</b>	<b>The insured's disease for which treatment was anticipated and/ or if the insurance event resulted from and/ or is a natural progression of and/ or the results of a disease and/ or a sudden deterioration of a disease, for which the insured was treated, including medication only, and/ or a health condition for which the doctor recommended against diving, and/ or under supervision, during the dive or during the three months prior to the dive.</b>
<b>6.7</b>	<b>Damage and / or consequential damages of any kind whatsoever</b>
<b>6.8</b>	<b>Dental treatment</b>
<b>6.9</b>	<b>Failure to fulfill the preconditions for the insurer's liability As set out in paragraph 3 and all of its subsections above, as specified in this policy.</b>
<b>6.10</b>	<b>Pregnancy or child birth.</b>
<b>6.11</b>	<b>Ionizing radiation or radioactive contamination.</b>

<b>7. Claims</b>	
<b>7.1</b>	The Insured shall cooperate with the insurer before and after filing his claim, and he should do whatever is necessary in order to enable the insurer to determine his liability for payment under the policy and its scope.
<b>7.2</b>	The insured shall notify the insurer immediately of the occurrence of an insurance event and its circumstances, and shall provide him with the all of the original documents that are required for him to determine his liability as soon as possible, including a waiver of medical confidentiality signed by the insured, including the organization and / or the authority competent for recreational diving. However, if the insured is also obliged to hand the original documents over to another party, or if for some other reason cannot hand them over, the insured will present a copy of the original documents together with an explanation regarding who the original documents were sent to and confirmation from the said party regarding the amount paid to the insured with respect to these documents or together with an explanation regarding who the original documents were sent to and the reasons why he cannot provide them.
<b>7.3</b>	The insured or his representative shall send the insurer a full report on the diving accident in writing together with a medical report given by the doctor and / or the hospital and the insurer shall provide any other documents required by the insurer in accordance with the circumstances of the insurance event.
<b>7.4</b>	The Insurer shall be entitled to conduct any reasonable investigation at his own expense and to inspect the insured through his medical representative and / or other representative as he sees fit, provided that the medical condition of the insured permits it and performing the inspection and / or investigation does not deteriorate the situation or delay the treatment and / or healing that the insured requires.
<b>7.5</b>	The insured shall provide the insurer upon the demand of the latter a waiver of medical confidentiality signed by him. The provision of the waiver is material to the liability of the

	insurer. Filing a claim in accordance with this policy will be done in accordance with the detailed instructions for filing a claim found on the company's website at www.fnx.co.il
<b>8. General Terms</b>	
<b>8.1 Insurance through other companies</b>	<p>8.1.1 The insured must notify the insurer immediately after hearing of any other insurance made against the risks covered in this policy.</p> <p>8.1.2 This policy will cover any loss, damage or liability towards personal equipment and/ or third parties and/ or liabilities towards a third party for which there was a different insurance policy or other insurance policies, up to the liability limit said in this policy.</p> <p>However, the insurer shall have the right of subrogation against the insured and / or other insurers regarding the overlapping amount.</p>
<b>8.2</b>	If the insured filed a claim against the insurer for an expense covered by a liability towards a third party according to law, and a payment has been made by the insurer, the insurer will be entitled to subrogate the amounts paid to the insured.
<b>8.3</b>	<p>If the insured has made payments in the manner specified in article 8.2, the insurer will be granted every right which the insured had or will have to pursue the third party up to the amount which the insurer paid the insured. The foregoing in this article does not apply to payments in the event of death as mentioned in article 5.4 or 13.3 and to payments resulting from disablements as mentioned in articles 5.5 or 13.4.</p> <p><b>The insured and/ or beneficiary shall cooperate with the insurer and take any action necessary to retrieve amounts paid by the insurer which were under the liability of a third party</b></p>
<b>8.4</b>	Every payment in Israeli currency according to this policy will be made according to the representative rate of exchange of the relevant currency on the day of the payment to the insured by the insurer.
<b>8.5</b>	The insured is not entitled to admit a liability or undertaking which binds the insurer without the consent of the insurer in writing.

<b>8.6</b>	The insurer shall be entitled to manage all proceedings on behalf of the insured arising from a liability according to this policy or related to a claim under this policy.
<b>8.7 Statute of limitations</b>	The statute of limitations for a claim for insurance benefits according to this policy is 3 years from the date of the insurance event, i.e. from the day of the diving accident or other insurance event which is defined in this policy, as applicable. Despite the foregoing, if the grounds for the claim was a disablement which the insured suffered from a diving accident, the statute of limitations will begin from the day which the insured first acquired the right to file an insurance claim for insurance benefits under the terms of this policy. Likewise, despite the foregoing, regarding liabilities towards third parties there is no statute of limitations provided that the claim against the insured of the third party has not expired, except for an insurance event which is a disablement which arose from an accident in which case the claim will not expire until degrees of disablement are prescribed.
<b>8.8 Cancellation of the insurance policy</b>	<p>8.8.1 The insured will be entitled to cancel the insurance under this policy during the insurance period provided that a notification in writing is sent to the insurer.</p> <p>8.8.2 In the event of a policy cancellation by the insured the insurer will return the insurance premiums to the insured for the period after the entry into force of the cancellation, calculated as follows: Cancellation of a policy which is valid for up to 7 days: 100% of cancellation fees. Cancellation of a policy which is valid for more than 7 days will be calculated as follows: From the annual premiums, 20% will be deducted for every two months which were insured and in addition 100 will be deducted from the annual premiums. <math>300 \times 20\% = 60</math> (10% for every month insured, i.e. 20% for 2 months). <math>300 - 60 = 240</math> (total amount of premium returns paid to the insured).</p>

	8.8.3 If the premiums were not paid on time by the insured and not paid within 15 days after the company has demanded the insured to pay in writing, the company is entitled to notify the insured that the contract will be cancelled within 21 additional days if the amount owed is not paid before they expire without derogating from its due rights.
<b>8.9 Notifications</b>	8.9.1 Notifications of the insurer regarding this policy will be sent to the last known address of the insured. In the absence of a written notification of a change of address, the address written in the insurance papers will be considered the address last known to the insurer.  8.9.2 A notification of the insured to the insurer will be sent in writing to the offices of the insurer.
<b>9. Judgement</b>	
<b>9.1</b>	Every legal proceeding under this policy or resulting from it regarding an insurance event that occurred within the jurisdiction of the State of Israel will be carried out according to the laws of the State of Israel.
<b>9.2</b>	Legal proceedings regarding event which occurred outside of the jurisdiction of the State of Israel will be carried out under the laws of the State of Israel or under the laws of the country in which the event occurred depending on the situation.
<b>9.3</b>	Discrepancies regarding the interpretation of this policy will be discussed in the State of Israel in a court in Israel.

**APPENDIX: PLAN E "START SUBA DIVER"**

Extension of the "Basic Policy"

For students in a recreational diving course

This appendix is valid if it was purchased by the insured and was mentioned explicitly in the insurance papers. It is hereby proclaimed and agreed upon that this appendix is valid only as an appendix to the "Phoenix DIVER" policy to which it is attached (hereinafter: "the Basic Policy") and is subject to all of the conditions of the Basic Policy, including its exceptions and restrictions except for matters dealt with explicitly in this appendix. In any case of discrepancy between the provisions of the Basic Policy and the provisions of this appendix, the provisions of this appendix will apply.

**10. Definitions**

Definitions of this appendix only which replace the definitions of the Basic Policy.

<b>10.1 The insured</b>	An individual whose name is specified in the insurance papers and who meets all of the following cumulative criteria:  10.1.1 Is a student (level A) in a preparatory certification course as a recreational diver / in a recreational dive (hereinafter: " <b>certification course</b> ").  10.1.2 Is not certified as a recreational diver under the diving law.  10.1.3 Is under the supervision of a certified diving instructor through a competent diving school for certifying divers and is in a diving learning plan according to a diving instruction system of a diving organization, which the authorities have approved after the changes they have made,	
<b>10.2 Diving Plan</b>	The diving plan specified in this appendix, and as mentioned in the insurance papers of the policy which was issued under the name of the insured.	
<b>Article Number in the Policy</b>	<b>Coverage / Plan Type</b>	<b>E</b>
10.5	The period starts at the official opening date of the certification course as mentioned in the insurance papers and ends no later than 30 days after or when receiving a level A certification as a recreational diver, whichever comes first.	Up to 30 consecutive days.

Article Number in the Policy	Coverage / Plan Type	E
10.3	Geographical location	Israel
4	Expenses as specified in article 4 and its subsections	Up to \$30,000
4.1	Rescue, evacuation, transfer to local hospitals expenses.	Included
4.1	Medevac	Included
4.2	Hospitalization expenses	Included
5.1	Loss of personal diving equipment	Not included
5.2	Coverage of transportation of the deceased expenses	Up to \$5,000
5.3.1	Returns on alternative ticket expenses	Not included
5.3.2	Hotel abroad	Not included
5.4	Lump sum payment for death resulting from a diving accident	Not included
5.5	Lump sum payment (compensation) for complete permanent disablement	Not included
5.5.1	Lump sum payment (compensation) for partial permanent disablement	Not included
5.6	Liability towards third parties – liability limit for the event and period	Not included
5.7	Returns on advanced diving courses for certified divers	Not included
<b>10.3</b>	<b>Geographical location for the insurance coverage</b>	Territories of the State of Israel only
<b>10.4</b>	<b>Insurance event</b>	A diving accident which occurred during a diving certification course, in the geographical location of the insurance coverage and within the domain of the coverage. In this regard "diving accident" – every unanticipated physical injury and/ or disease which is suffered during the insurance period, resulting

	directly from the insured's recreational diving activity during the certification course, in the geographical location and domain of the coverage.
<b>10.5</b>	The period begins with the official opening of the certification course as mentioned in the insurance papers and ends 7 days thereafter or when a level A certification as a recreational diver is received, whichever comes first. It is hereby clarified that the insurance coverage is for and during the period of the diving certification course until the level A certification as a recreational diver is received.
<b>10.6 recreational diving</b>	Diving with personal diving equipment using compressed air/gas under the instructions of a certification course instructor, not for work related, military or police purposes, and according to a learning program under a diving instruction system of a diving organization which the authority has authorized after the changes it has made.
<b>11. Preconditions for the liability of the insurer</b>	
The terms for this appendix only replace the terms of the Basic Policy in article 3 of the Basic Policy.	
The liability of the insurer under this policy is contingent upon the fulfillment of all of the following cumulative conditions during the insurance period:	
<b>11.1</b>	The recreational dive was done as part of a diving certification course accompanied by a certified instructor as required by the recreational diving regulations (diving services), 1980 (hereinafter: "diving regulations") of the competent authority.
<b>11.2</b>	The recreational dive was not done in an area prohibited for diving by the competent authority.
<b>11.3</b>	The insured was equipped with personal diving equipment or with snorkeling equipment (equipment which includes a rod, mask and flippers) during the dive.
<b>11.4</b>	If it is so required by law and / or diving regulations, the insured received medical clearance for diving. The medical clearance is valid if and only if it was given by a doctor.
All of the terms listed above, constitute material conditions for the liability of the insurer.	

## APPENDIX: PLAN F "INTRODUCTORY DIVE INSURANCE"

Extension of the "Basic Policy" for introductory diving activity.

This appendix is valid if it was purchased by the insured and was mentioned explicitly in the insurance papers. It is proclaimed and agreed upon that this appendix is valid only as an appendix to the "Phoenix DIVER" policy to which it is attached (hereinafter: "the Basic Policy") and is subject to all of the conditions of the Basic Policy, including its exceptions and restrictions except for matters dealt with explicitly in this appendix. In any case of discrepancy between the provisions of the Basic Policy and the provisions of this appendix, the provisions of this appendix will apply.

### 12. Definitions

Definitions of this appendix only which replace the definitions of the Basic Policy.

<b>12.1 The insured</b>	An individual whose name is specified in the insurance papers and who meets all of the following cumulative criteria: 12.1.2 Is not certified as a recreational diver under the rules determined in the diving law. 12.1.3 Is under the supervision of a certified diving instructor or assistant instructor at diving school which is approved by the diving authority.
<b>12.2 Insurance plan</b>	The insurance plan which is specified in this appendix, and is mentioned in the insurance papers of the policy which is issued under the name of the insured.

Article Number in the Policy	Coverage / Plan Type	F
12.5	Insurance period	One day
12.3	Geographical location	Israel
4	Expenses as specified in article 4 and its subsections below:	Up to \$30,000
4.1	Rescue, evacuation, transfer to local hospitals expenses.	Included
4.2	Hospitalization expenses	Included
5.1	Loss of personal diving equipment	Not included
5.2	Air transportation coverage for the deceased	Up to \$5,000

Article Number in the Policy	Coverage / Plan Type	F
5.3.1	Returns on alternative ticket expenses	Not included
5.3.2	Hotel abroad	Not included
5.4	Lump sum payment for death resulting from a diving accident	Not included
5.5	Lump sum payment (compensation) for complete permanent disablement	Not included
5.5.1	Lump sum payment (compensation) for partial permanent disablement	Not included
5.6	Liability towards third parties – liability limit for the event and period	Not included
5.7	Returns on advanced diving courses for certified divers	Not included

<b>12.3 Geographical location</b>	Territories of the State of Israel
<b>12.4 Insurance event</b>	A diving accident which occurred during an introductory dive, in the geographical location for insurance coverage and within the domain of the coverage. In this regard " <b>diving accident</b> " – every unanticipated physical injury and/ or disease which is suffered during the insurance period, resulting directly from the insured's recreational diving activity during the certification course, in the geographical location and domain of the coverage.
<b>12.5 Insurance period</b>	The period is for one day of activity of up to two introductory dives on that same day.
<b>12.6 Introductory dive</b>	A dive by an individual with no prior diving experience using personal diving equipment which <b>belongs to a diving center</b> , using compressed air under the instructions of an instructor or assistant instructor, not for work related, military or police purposes. The dive will be done as part of, or under the sponsorship of, a diving center or diving school which holds a license issued by the authority.

### 13. Preconditions for the liability of the insurer.

The terms for this appendix only replace the terms of the Basic Policy in article 3 of the Basic Policy.

The liability of the insurer under this policy is contingent upon the fulfillment of all of the following cumulative conditions required for an introductory dive in accordance with the recreational diving law -1979 -, the regulations and instructions of the recreational diving authority / the competent authority (authority procedures 5.1.1 from 31.12.2014 will replace any other procedure regarding recreational diving matters) (hereinafter: "the procedure") during the insurance period.

13.1	The introductory dive was done in accordance with the diving law and according to the introductory dive procedure and was accompanied by an instructor or an assistant instructor as the recreational diving regulations of the competent authority require (diving services) - 1980 (hereinafter: "diving regulations"). The introductory dive was not done in an area prohibited for diving by the competent authority.
13.2	The insured was equipped with diving equipment which belongs to the diving center which is either personal diving equipment or snorkeling equipment (equipment which includes all of the following: a rod, mask and flippers).
13.3	An introductory dive is not intended for the certification of recreational divers.

All of the terms listed above, constitute material conditions for the liability of the insurer.

### APPENDIX: PLAN G "DIVING INSURANCE RESEARCH"

Extension of the "Basic Policy" for research purposes, and / or research students for education purposes) including salaried activities).

It is hereby agreed that the definition of the term "recreational dive" will be extended to cover dives by researchers and / or students and / or for education purposes, (including salaried activities) from the following universities: Tel Aviv, Jerusalem, Haifa, The Interuniversity Institute in Eilat, Israel Oceanographic and Limnological Research Institute including other Israeli research institutes in the field contingent upon the payment of an additional premium to the company and that the extension is mentioned in the insurance papers.

The insurance does not cover technical dives. The researchers or research students need to acquire the appropriate policy for technical dives. Although it is said in the Basic Policy that fishing dives are not covered, collecting coral and capturing fish for research purposes is covered by this appendix.

## PART A: FULL DISCLOSURE OF THE RECREATIONAL DIVING POLICY

SUBJECT	ARTICLE	TERMS
General	Policy name	The Phoenix Diver
	Duration of the insurance period	A 5 days B, C, D, G 12 months E up to 30 days F one day
	Name of the company (the insurer)	The Phoenix Insurance Company Ltd.
	Coverages in the policy	as described in part B of full disclosure
	Conditions for automatic renewal	none
	Eligibility period	none
	Waiting period	none
	Deductibles	none
Change of terms	Change of the terms of the policy during the insurance period	There is no change of terms.
Premiums	The sum of annual premiums	In accordance with the insurance papers.
	Structure of the premiums	Fixed premium
	Change of the premium during the insurance period	none
	Conditions of cancellation of the policy by the insured	At all times with a notification in writing (articles 8.8.1-8.8.2)

SUBJECT	ARTICLE	TERMS
Conditions of cancellation	Conditions of cancellation by the insurer	In the event of the insured's failure to make payments (article 8.8.3) or in the event non-disclosure in accordance with the insurance contracts law.
	Cancellation due to existing state of health	Exists (article 6.6)
Exceptions	Limitations of the insurer's liability	As specified in article 6 of the policy.

## Part B: Concentration of Coverages and Policy Extensions

Article	Coverage / Plan Type	A	B	C	D	Compensation / Indemnity	The body which approves the claim	Basket of services and/or additional health services	Offsetting benefits from other insurance policies
4	Expenses as specified in article 4 and its subsections below:	Up to \$100,000	Up to \$150,000	Up to \$150,000	Up to \$250,000	Indemnity	Irrelevant	supplementary	Yes
4.1	Rescue, evacuation, transfer to local hospitals expenses.	included	included	included	included	Indemnity	Irrelevant	supplementary	Yes
4.1	Medevac	included	included	included	included	Indemnity	Irrelevant	supplementary	Yes
4.2	Hospitalization expenses	included	included	included	included	Indemnity	Irrelevant	supplementary	Yes
5.1	Loss of personal equipment	Not included	Up to \$1,500	Up to \$1,500	Up to \$1,500	Indemnity	Irrelevant	Irrelevant	Yes
5.2	Air transportation coverage for the deceased	Up to \$5,000	Up to \$5,000	Up to \$5,000	Up to \$5,000	Indemnity	Irrelevant	Irrelevant	Yes
5.3.1	Returns on to alternative travel tickets	Not included	Up to \$2,000	Up to \$2,000	Up to \$2,000	Indemnity	Irrelevant	Irrelevant	Irrelevant
5.3.2	Hotel abroad	Not included	Up to \$100 per day and up to 10 days	Up to \$100 per day and up to 10 days	Up to \$100 per day and up to 10 days	Indemnity	Irrelevant	Irrelevant	Irrelevant
5.4	Lump sum payment in the event of death resulting from a diving accident	Not included	\$10,000	\$10,000	\$20,000	Compensation	Irrelevant	Irrelevant	Irrelevant
5.5	Lump sum payment (compensation) in the event of permanent, complete disability	Not included	Up to \$10,000	Up to \$10,000	Up to \$20,000	Compensation	Irrelevant	Irrelevant	Irrelevant
5.5.1	Lump sum payment (compensation) in the event of permanent, partial disability	Not included	Up to \$10,000	Up to \$10,000	Up to \$20,000	Compensation	Irrelevant	Irrelevant	Irrelevant
5.6	Liability towards a third party - liability limit for the event and period	Not included	\$75,000	\$75,000	\$100,000	Indemnity	Irrelevant	Irrelevant	Irrelevant
5.7	Returns on advanced diving courses for certified divers	Not included	Up to \$500	Up to \$500	Up to \$500	Indemnity	Irrelevant	Irrelevant	Irrelevant
Appendix G	Extension of the "Basic Policy" for research purposes, and / or research students for education purposes (including salaried activities).	Irrelevant	Irrelevant	Irrelevant	Irrelevant	Irrelevant	Irrelevant	Irrelevant	Irrelevant



Article	Coverage / Plan Type	F/E	Compensation / Indemnity	The body which approves the claim	Basket of services and/or additional health services	Offsetting benefits from other insurance policies
4	Expenses as specified in article 4 and its subsections below:	Up to \$30,000	Indemnity	Irrelevant	supplementary	Yes
4.1	Rescue, evacuation, transfer to local hospitals expenses.	Included	Indemnity	Irrelevant	supplementary	Yes
4.1	Medevac	Included	Indemnity	Irrelevant	supplementary	Yes
4.2	Hospitalization expenses	Included	Indemnity	Irrelevant	supplementary	Yes
5.1	Loss of personal equipment	Not included	Irrelevant	Irrelevant	Irrelevant	Yes
5.2	Air transportation coverage for the deceased	Up to \$5,000	Indemnity	Irrelevant	Irrelevant	Yes
5.3.1	Returns on to alternative travel tickets	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
5.3.2	Hotel abroad	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
5.4	Lump sum payment in the event of death resulting from a diving accident	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
5.5	Lump sum payment (compensation) in the event of permanent, complete disability	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
5.5.1	Lump sum payment (compensation) in the event of permanent, partial disability	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
5.6	Liability towards a third party – liability limit for the event and period	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
5.7	Returns on advanced diving courses for certified divers	Not included	Irrelevant	Irrelevant	Irrelevant	Irrelevant
Coverage for military reserve service	none		Irrelevant	Irrelevant	Irrelevant	Irrelevant
Coverage resulting from a terrorist attack	none		Irrelevant	Irrelevant	Irrelevant	Irrelevant
Waiving of premium payments	Irrelevant		Irrelevant	Irrelevant	Irrelevant	Irrelevant

Method for determining disablement	The disablement will be prescribed by a specialist in the field relevant to the insured's physical injury which was resulting from the diving accident. The disablement degree will be prescribed according to the relevant tests which were determined for the injury of the type mentioned in part A, in addition to regulation 11 in the National Insurance regulations (prescription of disablement degrees for work injuries) 1956 (hereinafter: "the tests"). Nevertheless, it should be explicitly noted that an additional rate of disablement prescribed in articles 15 and/ or 16 of the National Insurance regulations will not be included in the tests used for the prescription of disablement degrees. The said prescription of disablement degrees does not apply any provision of the National Insurance law and its regulations whatsoever to this policy, except for the prescription of disablement degrees. If the injury is not explicated in the tests, the disablement degree will be prescribed by a specialist in the field relevant to the physical injury resulting from the diving accident according to a similar injury out of the injuries prescribed in the tests.		Irrelevant	Irrelevant	Irrelevant	Irrelevant
Prescription of permanent disablement	Irrelevant		Irrelevant	Irrelevant	Irrelevant	Irrelevant

The conditions of the insurance contract legally bind the conditions of the insurance policy and in every case in which the provisions of the full disclosure conflict with the insurance policy – the conditions of the insurance policy will dominate for all purposes. The amounts specified in the full disclosure are linked to the index specified in the policy. There are number of coverages in health insurance plans:

- (1) Alternative insurance – a private insurance which constitutes an alternative to the services given in the public basket of health services and / or as additional health services (additional health services given at HMOS). In this insurance policy, the insurance benefits will be paid regardless of the rights granted by the basic layers (from the first shekel).
- (2) Supplementary insurance – a private insurance which will pay insurance benefits above and beyond the basic and/ or additional health services basket. I.e. benefits which are the difference between the actual expenses incurred and the expenses permitted by the basic and / or additional health services basket will be paid.
- (3) Additional insurance – a private insurance which includes services which are not included in the basic and / or additional health basket services. In this insurance plan, insurance benefits will be paid from the first shekel. It should be note that the said definitions are valid for the date at which they were published

