Program regulations

1. General
The Well-Come program enables the receipt of medical services for those who are not eligible to receive them under the National Health Insurance law and reside in the country legally, subject to instructions and restrictions detailed hereinafter and payment of membership fees.

2. Definitions
“Member” - a person who has been accepted to the Well-Come program in accordance to the program conditions.

“National Health Insurance law” or “the law” - National Health Insurance law 5754-1994 and the regulations legislated as a result of it.

“Date of discontinuation or renewal of entitlement” - the date on which Maccabi notified the person insured by Maccabi, about the discontinuation or renewal of his entitlement to medical services under the National Health Insurance law or the date on which social security has notified the applicant who is not insured by Maccabi, on the discontinuation or renewal of his aforementioned entitlement.

“Maccabi” or “the HMO” (Health maintenance organization) - Maccabi healthcare Service.

“Insured” or “insured by Maccabi” - a person who is registered as a member of the HMO by the power of the National Health Insurance law.

“Family members” - a spouse and children who have not yet turned 18.

“The Health Basket” - the medical services and medications that are detailed in the second addendum of the National Health Insurance law and the decree of National Health Insurance (medications in the health services basket) 5755-1995 that are provided by the HMO at any time.

“The program” - the Well-Come program as detailed in this document of program regulations.

3. Joining the program
3.1. The program is available for any person of any age that is not entitled to medical services under the National Health Insurance law and resides in the country legally, pending his medical condition and the program's condition.

3.2. A program applicant must fill out an application form requesting to join the program, including a health statement, accompanied by all the medical documents, as required in the form.

3.3. The request form will contain all the details regarding any family members that are requesting to join the program together with a copy of an Israeli ID or passport. The form will be signed by every adult that appears in the document.

3.4. The request form and health declaration are valid for one month from the day the request is signed. After that time the applicant must sign that no changes in his medical condition have occurred, provided that no more than three months have passed since the initial signature.

3.5. According Maccabi’s requirements, the person requesting to joint and/or any of the family members that he requests to join the program as well, must go through a medical examination, at his expense, and provide and detail and/or medical document that will be reasonable to request. The aforementioned in this clause is a precondition of care when petitioning to join the program.

3.6. The application to join the program will be approved or declined in accordance with the sole consideration of Maccabi, as a result - among other things- of the medical information the applicant has supplied, the health declaration and the medical examinations finding.

3.7. Maccabi is entitled to approve joining the program under restrictions and limitations including the member’s entitlement for certain medical services in the framework of the program.

3.8. Maccabi is not obligated to explain her decision in the case of refusal of a request for application or approval to join the program under limited conditions.

3.9. Any addition of another family member to the program, including a new born baby that was not mentioned in the application form, requires a submission of a new request form for that family member.
3.10. Entitlement to medical services through the program will commence only after payment of membership fees has been settled as stated in clause 4 and the acceptance of Maccabi’s approval to join the program.

3.11. It is possible to cancel a program’s membership and receive back all paid membership fees, if a cancellation was made in writing within two business days from the joining date of the program, provided that no uses of medical services has been made through the program.

3.12. Registering a minor to the program is permitted only if the minor’s parent or legal guardian is insured by Maccabi or is a member of the program.

3.13. In irregular cases and pending on Maccabi’s approval, a minor can be registered by a legal representative that is a Maccabi member and so can be registered by him. In case that the minor’s parents are abroad, both parents will sign a power of attorney (not a copy) signed by the parents and the Consul, which states that the parents were present, identified by him and signed in front of him, must be transferred to a Maccabi branch with a copy of the parents’ and minor’s passport. In case that the minor’s parents are in the country, they will sign a power of attorney in the branch in front of a service coordinator, while presenting a passport/ID.

4. Membership fees

4.1. Program memberships involve payment of monthly membership fees. Membership fees are set at the time of registration, according to the age and a rating table that is updated from time to time by Maccabi.

4.2. Membership fees are linked to the consumer price index and are quarterly updated.

4.3. Maccabi has the right to determine any addition to the fixed rate, in accordance with the medical state of the applicant.

4.4. Membership fees payments will be carried out by a direct debit of an Israeli bank account or credit card and will be in New Shekels only.

4.5. A program member that has turned 18 and was a minor when he joined the program will arrange the payment of his membership fees for his program membership with a separate debit as aforementioned in clause 4.4. Until payments are settled as detailed, membership fees will continue to be collected by Maccabi from the bank account/credit card that was charged up until then.

4.6. Without derogating from the stated in clause 4.4, on the date of joining and as a condition of completion of the process, the member will pay membership fees for 4 months and this with no relation to the requested program registration period. This sum will be collected from the member in advance as a one-time payment. Maccabi is permitted to demand payment in advance for a longer period depending on its judgment.

4.7. Unless explicitly determined otherwise by this document, payment as detailed in clause 4.6 will not be returned to a member in any case of cancellation and/or termination of membership for any reason.

4.8. Membership payments will be made every month for the following month.

4.9. Membership payments are for a full month, even if a program membership began or ended during the month.

4.10. Non-use of medical services does not exempt the member from paying membership fees.

4.11. In case of membership termination, the member will not be entitled to any refund of paid membership fees upon termination of membership even if no medical services were used by the member at that time.

4.12. Termination and/or delays in payment of membership fees will cause the termination of that member’s membership in the program and revoking his rights for medical services through the program as detailed in clause 7.9.1.
4.13. **Membership fees discount when staying abroad**

4.13.1. A program member stays abroad for a minimum of 3 consecutive months is eligible, at the time of his stay, to a discount of up to 75% of the membership fees under the following conditions:

4.13.1.1. The discount will be given from the following month after the month in which the member has left the country and until the month preceding his return. For example: A member who left the country on March and returned on September, will be eligible to a discount between the months April-August.

4.13.1.2. A discount request will be submitted in writing by the member, in one of the Maccabi branches, or by delivery of one of the means of electronic communication. The request must be submitted within 3 months after the end of the period for which discount is requested.

4.13.1.3. Discount will be given retroactively based on presenting passport registrations of entries and exits of the member from the country. If passport control is done biometrically or the applicant fails to present his passport at a Maccabi branch, an updated approval from the Ministry of the Interior that includes country exits and entries will be presented.

4.13.1.4. No retroactive membership discount will be given nor will a request for discount be approved as detailed, for a period surpassing 12 consecutive months. (An insured that remains abroad for a period surpassing 12 months will apply at the end of 12 consecutive months or before, this without subtracting from the stated in clause 3.13.1.2).

4.13.1.5. The request for membership fees discount can also be submitted while being abroad.

4.13.1.6. Discount applies only for the time the member was abroad and does not apply for any periods of visit or stay in the country, even if he did not use medical services at that time.

4.13.1.7. Discount is conditioned by non-use of medical services including medications and/or any other service through the program during the period abroad.

4.13.2. Maccabi is entitled to bill for the differences of a member who paid reduced membership fees and did not fulfill the conditions for receiving a membership fees discount. Billing will be implemented through billing the usual payment means for the membership fees.

4.14. **Membership discount for families**

4.14.1. A program member is eligible for a discounted rate based on a membership of another family member in the program, according to the following details:

4.14.1.1. At least one minor and one adult of the family members are members of the program – a discount of 20% in the monthly membership fees.

4.14.1.2. At least two adults and one minor of the family members are members of the program – a discount of 30% in the monthly membership fees.

4.14.2. In order to receive a discount, the member must inform Maccabi on each of the family members that are members in the program.

4.14.3. A discount will be given to each of the family members from the date of the announcement. A discount will not be granted for the time prior to the announcement date, even if a family member joined the program before that date.

4.14.4. The member guarantees to inform Maccabi of any changes in his family or membership status of a family member that is in the program.
4.14.5. Any change in family status will lead to an update in membership fees from the month in which the change was made.

4.15. A program member cannot enjoy more than one discount of monthly membership fees and the default provided to him will be the higher discount of the two, in accordance with the information that was given to Maccabi at the date the discount was granted.

4.16. A student, who study in Israel, and Talmudic college students, under the age of 40, will be eligible for a reduced student rate, as determined by Maccabi from time to time. In order to receive a student rate, one must present an approval of studies from his college/ Talmudic college.

4.17. Maccabi will be allowed to give membership discount's, at her discretion, for limited periods of time. Discount's regarding membership fee's will be published on the Internet website and in Maccabi branches.

5. **Medical services**

5.1. The medical services that are provided through the program are services included in the Health Basket excluding the restrictions detailed in the following clause No. 5.3.

5.2. The medical services will be provided only in the territories of the State of Israeli and in accordance to the Program's conditions.

5.3. The following services are not included in the program:

   5.3.1. Hospitalization during the first three months of program membership, except for acute hospitalization (urgent).

   5.3.2. Treatment of prior diseases, including aggravation.

   5.3.3. Treatment of severe illnesses, chronic illnesses, as defined by the Ministry of Health, if they are revealed during the first 6 months of the membership of the program.

   5.3.4. Any treatment or examination that are related to birth, including birth expenses, treatment of a new born (including birth of a premature baby), hospitalization for complications of pregnancy, birth, abortion, curettage etc.

   5.3.5. Fertility treatments.

   5.3.6. Treatment that is directly and/or indirectly connected and/or caused by a traffic accident in the country or abroad.

   5.3.7. Treatment that is directly and/or indirectly connected and/or caused by a working accident.

   5.3.8. Treatments and hospitalizations that are related to issues of impotency and sexual dysfunction.

   5.3.9. Treatment related to mental health, intentional self-injury or attempted suicide.

   5.3.10. Treatment of injury caused while diving with air tanks, skydiving, sky or any other extreme sport. Treatment of injuries caused by compressed air diving, parachuting, hunting, skiing and all other kinds of challenge sports.

   5.3.11. Treatment for an injury caused in acts of hostility, acts of war, hostile action, explosive action, criminal action.

   5.3.12. Treatment of diseases resulting from the consumption of drugs or alcohol.

5.4. The detailed in clause 5.3.1 will not apply for a Maccabi insured that joined the program within 30 days of the day Maccabi informed him of his lawful service entitlement cancellation, provided that he joined the program before the need for hospitalization, or before a severe/chronic illness was discovered.

5.5. Maccabi is exempted from service provision to a member that has a deformity/disease from birth, including hereditary diseases and/or health conditions and/or medical phenomenon and/or disease weather treated or not and/or their direct or indirect consequences, caused and/or aggravated by a preexistent medical condition prior to
the date of membership initiation.

5.6. The member will be eligible to receive medical services by the power of and in accordance with this program only and without connection and/or reliance on an HMO membership and/or medical services that he has previously received from an HMO in which he was insured before joining the program.

5.7. The member will not be eligible for any payment and/or participation for medical services performed outside of Israel borders.

5.8. A member is bound by all self-participation payments that Maccabi is entitled to collect under the power of the Health Insurance law and/or collection plans approved by the HMO for services and/or treatments and is not entitled to benefits and/or maximums and/or exemptions of these payments that are given to people insured by Maccabi.

5.9. A member receiving medical services that is not entitled to receive them in the frame of this program, will be required to reimburse Maccabi for the services that he has received in accordance with the accustomed Maccabi rates.

6. **Method of providing medical services**

6.1. The services of the program will be provided to a member by Maccabi and/or Maccabi service providers and/or external service providers on the basis of Maccabi's referral to the member, in order to receive any treatment and in accordance with Maccabi procedures, as they will be from time to time.

6.2. The member will not be eligible for any refund and/or compensation and/or payment for medical services, which he had not received through a Maccabi referral or directions even if he is entitled to them in the frame of his program membership.

6.3. The member will receive a magnetic card for presenting his program membership to service providers.

7. **Program membership discontinuation**

7.1. Program membership will continue as long as the member did not inform Maccabi of his wishes to terminate his program membership in accordance with program conditions.

7.2. Membership discontinuation will be done in writing and with the signature of the member on a form requesting membership discontinuation.

7.3. Membership discontinuation will be implemented from the day the application form is delivered to one of Maccabi's branches.

7.4. A member that paid membership fees for several months in advance and is requesting to terminate his program membership, can receive his paid membership fees for the time after membership discontinuation, except for payment of the first 4 months that he performed when he joined the program.

7.5. A refund for part of a month will not be made and the refund will only be implemented from the following month of the membership discontinuation date.

7.6. If the entitlement of a program member to receive medical services under the power of the Health insurance law was granted and/or renewed, the member will be eligible to receive a refund of membership fees for the time following the renewal of entitlement. In case of granting or renewing retroactive entitlement, the member will be eligible to receive refund of membership fees for the entire period after granting/renewing entitlement, including the first 4 months. The date of granting/renewing entitlement, will be determined in accordance with the date stated in the message, Maccabi received from social security or the message the member received from social security (in case that the member was not previously insured and/or will not be insured by Maccabi after entitlement granting/renewal). Maccabi is entitled to deduct membership fees for the moths in which the member acquired medical services or the cost of the services themselves, the higher of the two.

7.7. Program membership discontinuation does not exempt the member from paying membership fees and/or any other debt or payment that the member was obligated to pay before membership discontinuation.
7.8. Discontinuation of membership fees payments to the program will not be considered as a member's announcement of membership discontinuation.

7.9. Maccabi is entitled to terminate a member's program membership in any of the following cases:

7.9.1. A delay in payment of membership fees

7.9.1.1. A member that did not pay membership fees for a period surpassing 3 months.

7.9.1.2. Without derogating from the aforementioned, the member will not be entitled to receive medical services through the program, from the first month in which he failed to pay membership fees.

7.9.1.3. The member is obligated to reimburse Maccabi for medical services costs that he received, as much as he received, during any of the months in which he failed to pay membership fees.

7.9.1.4. If the member proves that the payment termination was made without his knowledge and/or his initiative, the member can request to renew his program membership, under the condition, that not more than 30 days have passed since the date of membership discontinuation announcement and that the member has entirely paid off all his debt to Maccabi in cash.

7.9.2. Declarations and false information

7.9.2.1. If it turns out that the member's declarations, including the declaration of health that he filled out in the application form to join the program, is false and/or incomplete.

7.9.2.2. The member provided uncomplete or not honest answers to the questions he was asked in the application form to join the program, or did not bring to Maccabi's knowledge facts that could have influenced the decision to approve or decline his request to join the program.

7.9.2.3. Maccabi will not take any responsibility and/or obligation towards a member in relation to program membership discontinuation.

7.9.3. Maccabi discovered that the member is residing in the country illegally.

7.9.4. The member acted in an inappropriate, physical or verbal way, towards Maccabi and/or her employees and/or her doctors and/or her insured.

7.10. Maccabi will not be responsible for any damage to body or property, directly or indirectly caused to a member and/or any third party as a result of the membership discontinuation. The member will have no claim and/or demand towards Maccabi in connection to membership termination and the issue will not constitute as any violation by Maccabi of any of the regulations in this document.

7.11. The aforementioned does not derogate from Maccabi's right to additional support as a result of any of the aforementioned causes.

8. Joining complementary insurances, supportive insurance and the Maccabi fund Complementary insurances

8.1. A program member can request to join the complementary insurance programs of Maccabi “Magen, Zahav” and “Maccabi Shely” under the programs' regulations and conditions and/or restrictions as they apply upon a member of the Well-Come program.

8.2. Maintaining an insurance sequence

8.2.1. A member of the Well-Come program who was a member of Maccabi’s complementary insurance until the date of entitlement discontinuation for reception of medical services under the power of the law, can maintain an insurance sequence of the complementary insurance if he joined
the Well-Come program within 3 months of the date of said entitlement discontinuation and requested to maintain said sequence in the frame of the joining process. The insurance sequence will be maintained on the same level of membership that he had up to that date.

8.2.2. Maintaining an insurance sequence is subject to the conditions of the complementary insurances programs as they apply to a member of the Well-Come program and maintaining a sequence of membership fees payments from the date of entitlement discontinuation.

8.2.3. A member of the welcome program who chose to join one of Maccabi's complementary insurance programs, will be able to maintain an insurance sequence, subject to joining the program after being a member of a similar program in another HMO and subject to his accumulated insurance sequence at the other program. The Insurance sequence will relate to the same insurance layer.

8.3. Long Term Care Insurance. A member of the program can request to join the long term Care Insurance, offered to Maccabi's insured by an external insurance company. The addition will be made by filling out a joining application to the Long Term Care Insurance, subject to the terms of joining the insurance and the approval of the insurance company.

8.4. Maintaining an insurance sequence

8.4.1. A program member who was a member of Maccabi's Long Term Care Insurance until the date of entitlement discontinuation for reception of medical services under the power of the law, can maintain an insurance sequence of the Long Term Care Insurance if he joined the program within one month of the date of entitlement discontinuation and requested to maintain said sequence in the frame of the joining process.

8.4.2. Maintaining an insurance sequence is subordinated to the approval of the insurance company and maintaining a sequence of membership fees payments, from the date of entitlement discontinuation.

Maccabi fund

8.5. A member of the program can request to join the "Maccabi fund".

General

8.6. Membership fees paid by the member do not include payment for complementary insurances, Long Term Care Insurance or the Maccabi fund and the member must arrange the payment for those in accordance with those insurances' collection conditions.

8.7. Discounts which the program member is eligible to receive in the monthly membership fees payments do not apply to any payments that the member is required to pay for the complementary insurances or the Long Term Care Insurance or the Maccabi fund.

8.8. Discontinuation of program membership for any reason will lead to a termination of membership in any of the other insurances, the member joined as detailed above.

8.9. It is clarified that a discontinuation of entitlement to medical services by clause 58 of the Maccabi insured law, does not result in an annulment of complementary insurances membership as long as the members continues to pay membership fees for them and does not require Well-Come program membership in order to continue membership in these insurances.

9. Announcements

9.1. Any announcement regarding the program will be sent to the member to an Israeli postal address that he gave to Maccabi when he joined the program. The member
is obligated to inform Maccabi of any change or update in his address or details for purpose of communication as they appear at Maccabi.

9.2. Any announcement that will be sent to said address will be considered as one that arrived at its destination and given to the member. If the membership fees are paid through direct debit of a bank account/credit card that is not under the member’s name ("a foreign payer"), Maccabi will not be obligated to send message to the foreign payer in regards to any report and/or message delivery, including all which is related to the member and/or his membership.

10. **General conditions**

10.1. All that is stated in this program regulations document and is phrased in the male form also applies for the female form and the use of the male form is done only for convenience.

10.2. Maccabi is entitled to terminate the program at any time in accordance with her sole consideration with an advance notice of two months that will be given to program members.

10.3. Maccabi is entitled to update and/or change the program details from time to time, including program members’ rights, provided that she gave notice to the members within a reasonable time in advance. The said update and/or change will come into force immediately after the publication and will apply to all program members at that time, unless mentioned otherwise.

10.4. All the program's instructions detailed in this document apply uniformly on every program member without dependence on the HMO in which he was a member, prior to joining the program, unless mentioned otherwise in the program regulations.

10.5. Maccabi can collect any sum that the member is obligated to pay Maccabi in the frame of the program, including any debt and/or refund by billing the payment means by which the member pays Maccabi's membership fees.

10.6. A program member is obligated to update Maccabi on the date of entitlement renewal for reception of medical services under the power of the Health Insurance law

10.7. Maccabi can demand that a program member arrive at a Maccabi branch to refresh and verify details.

10.8. In addition to the instruction of the program regulations, the member is subject to the Maccabi regulations and the HMO’s rules.

10.9. The sole jurisdiction on any matter related to the program belongs to the competent court in Tel Aviv-Jaffa and the applied law is the one of the State of Israel only.