

Have you experienced a peril as a result of which you are unable to continue to work temporarily or permanently?

**In the Menora Mivtachim disability claim guide** you and your family can find all the information you will need to know with regard to filing a disability claim.

### You can submit the disability claim through:

- The Menora Mivtachim telephone call service at \*2000
- A meeting with a pension expert at the service offices, scheduling the meeting is done through the website at [www.menoramivt.co.il](http://www.menoramivt.co.il) or over the telephone at 072-2767296

### The Service Offices and Addresses:

City	Address
Haifa	1157 Yafo, Beit Amot, 10th Floor
Jerusalem	Malcha Technology Park, Building 23, 7 <sup>th</sup> Floor
Be'er Sheva	8 Henrietta Sold, Rasco City Building, 2nd Entrance, 5 <sup>th</sup> Floor
Ramat Gan	33 Jabotinsky, 1 The Twins Building, 14 <sup>th</sup> Floor

### The documents can be returned to the Company via

- Email: [sherut@newmivt.co.il](mailto:sherut@newmivt.co.il)
- Fax Number 03-7444222
- P.O. Box 3508, Ramat Gan 5213603

**The staff at Menora Mivtachim are at your disposal at any time and all the more so in real time. You may contact the telephone call center at \*2000 should you have any questions or issues.**



## Who Is Entitled To a Disability pension?

- Insurees who following a peril lost at least 25% of the ability to work and as a result thereof, their medical condition does not allow them to work in their job or any other work suitable to their education, qualifications or experience, and they are in possession of medical certificates attesting to the termination of their employment or a decrease in job position for a continuous period of 91 days or more.
- An Insuree who due to pregnancy complications requires bedrest.

## Who Is Considered To Be An Insuree?

An Insuree is an Insuree who on the date of the disability peril deposits were mad on his behalf to the Pension Fund or was during the insurance extension period, a period of five months following the last deposit date to the Fund, or who was part of the risk arrangement for the purpose of maintaining rights in the Pension Fund and has insurance cover for disability risks.

### DID YOU KNOW?

The **prescription period** for a claim to receive a disability pension is **3 years** of the peril date. Therefore it is important to file the claim as close as possible to the peril date

## Do You Require Bedrest Due To Pregnancy Complications?

The Pension Fund Bylaws allows you to file a disability claim due to pregnancy complications bedrest. You may choose between receiving a disability pension and release of contribution fees, and receipt of release from only contribution fees. (Release is continuing with the deposits to the Fund of the rate deposited for you by you r employer)

If you chose the first option, receipt of a disability pension and release, it is possible that the National Insurance Institute will offset or reduce the amounts paid to you for the pregnancy complications bedrest.

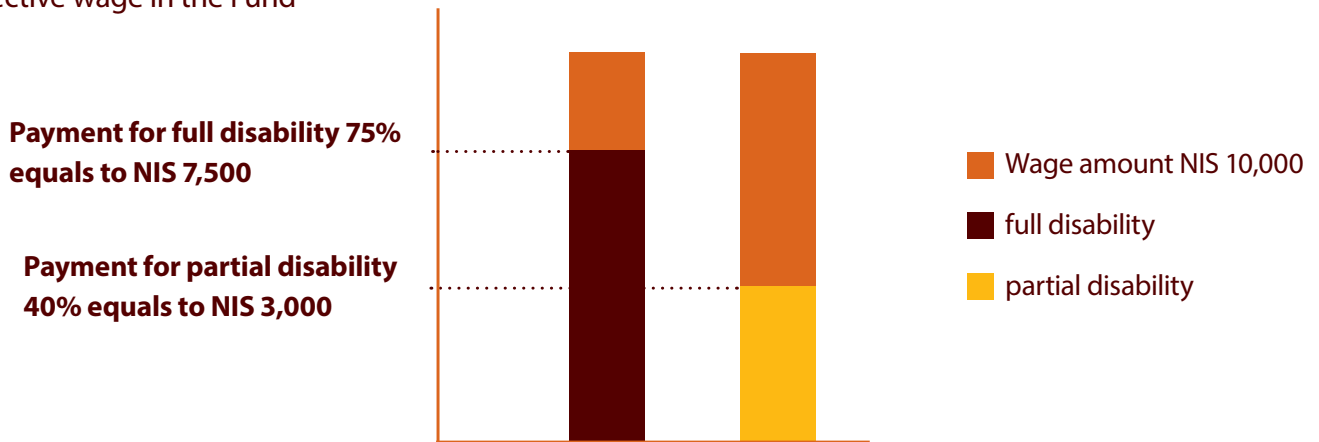
## Cases Due To Which There Is No Eligibility for a Disability Claim

- In the event and on the date the peril occurred you were not an Insuree of the Fund
- In the event roaming was executed from one Fund to another after the entitled pension peril date and not all the Funds were refunded to the Fund that were transferred from the benefits component
- In the event and on the date you joined the Fund a medical exclusion was determined relevant to the current claim
- In the event a qualification period of 60 months have not yet been completed and the claim is for an event or medical illness that began before joining the Fund
- In the event the benefits component was withdrawn after the entitled peril date, in addition to the yield these monies would have made during the period from the date of the withdrawal and up to the actual payment date to the Fund, in accordance with the managing Company's calculation

## HOW ARE THE MONTHLY DISABILITY PENSION AMOUNTS CALCULATED?

The entitlement amount is the monthly compensation determined pursuant to the effective wage, according to the following formula:

The cover percentage for the disability in the insurance route X the disability percentage determined X the effective wage in the Fund



\*The numeric example is solely for illustration purposes!

**The disability period will end on whichever is the earlier of the following: the Medical Board decision or upon the Insuree reaching old age pension eligibility or to an age that the insurance period ends in accordance with the insurance route in which the Insuree is in and of the Insuree's choice, in accordance with the Fund Bylaws.**

## HOW IS A DISABILITY CLAIM FILED?

A claim for a disability pension can be filed through the customer relations center at \*2000 or at the service offices. Within the framework of the conversation eligibility to file a claim will be checked and comprehensive information will be given regarding the expected process.

Ensure that you have all the relevant documents in your possession.

**Do you want to receive updates to your mobile telephone regarding the claim status? Through the i message system**

Please ensure to complete accurate engagement details in the claim form so that the Menora Mivtachim representatives can inform you of the status of the claim and/or send a request for further documents

## **THE DOCUMENTS THAT MUST BE ATTACHED TO THE CLAIM**

- Doctor's confirmation that you are unfit to work of at least 25% for a period of at least 91 consecutive days
- Current medical certificates supporting the loss of ability to work argument from the alleged peril date
- Employer's confirmation pertaining to days absent from work
- Clear and legible photocopy of the Insuree's identity card including attachment that is an open position
- Photocopy of check or confirmation pertaining to managing bank account including logo, signature and stamp of the branch
- National insurance will be deducted from the disability pension in accordance with the provisions in the law – unless approval is furnished to the Company pertaining to an exemption from payment of national insurance.
- Bear in mind – in accordance with the National Insurance Law, whoever receives a disability pension from the National Insurance Institute may be exempted from paying National Insurance for the disability pension received from the Pension Fund. An exemption from payment of national insurance application can be filed online on the National Insurance Institute's website or at the National Insurance Institute's website

### **Documents to be filled in**

- Application form to receive disability pension
- Insuree's consent form – information in connection to traveling overseas
- Waiver of medical confidentiality form (WMC) in the format acceptable to the Company. the form must be signed in front of a doctor, attorney or insurance agent holding a pension license in addition to an agent certificate
- Form 101 – ensure to fill in the form (emphasis on Section E), filling in the date and signing Section J on the second page

**Please Note** – insofar as you stated in Form 101 that you have additional income, tax at source will be deducted at the maximum rate, unless you coordinate income tax and furnish confirmation to the Company from the tax assessor pertaining to the tax rate to be deducted from the disability pension. The coordination of tax can be done online on the taxes authority website or at the tax assessor's offices

**Your attention is drawn to the fact that:** not furnishing all the documents required of you will lead to the claim being closed. Refiling the claim will be considered as filing a new claim for the purpose of examining the prescription period of the claim 3 years after the peril date.

### **Approvals That Must Be Attached In Special Cases**

#### **In the event the inability to work derives from pregnancy complications bedrest, you must attach:**

- Confirmation from attending doctor pertaining to the reason for the bedrest and an assessment of the estimated birth date
- Signature on choice form whether to receive a full disability pension or receiving release from payment of contribution fees only
- Certificate of birth. The claim can be filed before the birth, however payment will only be made after the birth

#### **In the event the claim is filed through a guardian appointed for the Insuree, please attach:**

- Guardian over property or general appointment order
- Completed and signed declaration for Guardian instrument form
- In the event the Insuree is represented by an attorney – you must provide an attorney's power of attorney specifically addressed to "Menora Mivtachim Pension and Provident" (general power of attorney in the standard form is insufficient) or a power of attorney for an attorney to handle a disability claim that happened on (state the date of the alleged disability peril)
- In the event the claim is handled by an agent – present the power of attorney in the format of B1 or B2



## Pay Attention!

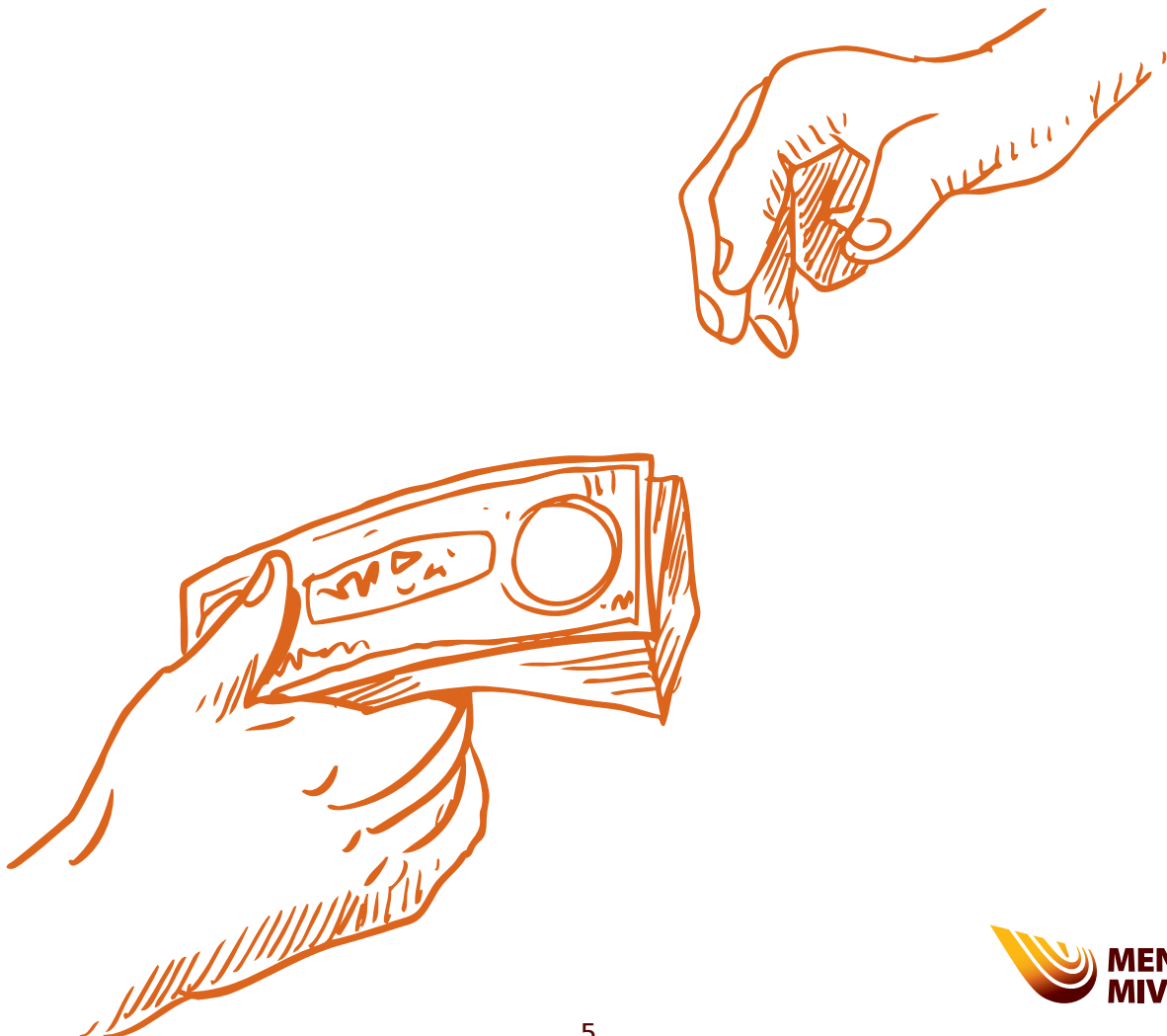
### Entitlement to Additional Pension from Other Source

Insofar as with regard to the subject peril the Insuree is entitled to a pension from one of the following sources, the pension from the other source will be offset from the disability pension from the Pension Fund, and the Insuree will be entitled to a lower disability pension. And these are the pensions that will be offset from the disability pension from the Fund:

- An pension paid by the National Insurance Institute for work accidents and professional illnesses, in accordance with Chapter E to the National Insurance Law.
- A pension paid by the Ministry of Defense pursuant to the Disability Law (Pension and Rehabilitation), 5719-1959.
- A pension paid by the National Insurance Institute pursuant to the Terrorist Attack Victims Pension Law, 5730-1970.
- A pension paid by the Israel Police pursuant to the Police Law (Disabled and Perished Persons), 5741-1981.

### In the event that due to the disability the Insuree is entitled to a pension from another source, please attach:

- Confirmation of payment of injury allowance, confirmation pertaining to the rate and disability period and monies paid for it, including but not limited to the income amount pursuant to which the pension was calculated
- Medical Board's documents on behalf of the National Insurance / Ministry of Defense/ Israel Police/ Prison Service
- Declaration instrument form and undertaking in the event of a pension from another source



## What Is Important For You Know About The “Fund Doctor”?

The Fund doctor examines and determines the following matters:

1. Review of the application to receive disability pension
2. Review and determination:
  - Does the Insuree meet the definition of “disabled” in accordance with the Fund’s Bylaws
  - The date of the entitling peril
  - What is the disability percentage and duration thereof
  - Was the disability caused by a peril or illness before the Insuree joined the Fund or the date the insurance over was expanded
  - Was the disability caused by a peril or illness due to which the Fund determined a medical exclusion
3. In most cases the presence of the Insuree will not be required. In the event the Insuree is summoned, the Insuree may be accompanied by someone (relative, attorney or any other person of his choice).
4. The Fund’s doctor may demand additional documents exceeding the documents furnished by the Insuree up to that time or refer the Insuree, at the Company’s expense, to obtain an expert’s opinion relevant to the field of his illness, and summon the Insuree to appear before it.

**Any decisions by the medical entities (the Fund’s doctor, the Medical Board and the Appellate Medical Board), in addition to an accompanying letter, will be sent via the means of communication requested by the Insuree for the claim to be managed through it. Insofar as the Insuree requested that his claim be handled via mail, the decision will be sent via registered mail.**

## How Can A Decision Be Appealed?

The Fund’s doctor decision regarding medical issues can be appealed before the Medical Board and this within 90 days of the date the Company’s notice regarding the Fund’s doctor decision is received. The appeal is to be filed with the Company and will be reviewed by the Medical Board.

The Medical Board will be comprised of two or more doctors and will not include the Fund’s doctor who made the decision subject matter of the appeal. The Insuree may appoint a doctor on his behalf for the Board, the Company will bear the cost of hiring a doctor on the Insuree’s behalf of an amount to be determined by it and will not be less than the cost cap paid to the Medical Board doctor (NIS 450 including VAT) or the cost of hiring a doctor on the Insuree’s behalf, whichever is lower and then the Board will be comprised of 3 doctors.

Decisions made by the Medical Board regarding medical matters can be appealed before the Appellate Medical Board, and this within 90 days of the Company’s notice regarding the Medical Board’s decision. The appeal is to be filed with the Company and will be remitted to be examined by the Appellate Medical Board.

The Appellate Medical Board’s decision regarding medical issues is final and will be binding upon the parties for all senses and purposes, and cannot be appealed or challenged by any manner, including but not limited to filing a claim with the Labor Court.

For the purpose of filing an appeal you must send a letter detailing the nature of the appeal and the reasons for the appeal in addition to additional medical documents not yet remitted insofar as applicable and send them to the claims department – Medical Boards, through one of the following options:

1. By mail: [vaadot@menoramivt.co.il](mailto:vaadot@menoramivt.co.il)
2. By fax: 1533-7567329
3. Menora Mivtachim Pension and Provident Ltd, Claims Department, Medical Boards Division, P.O. Box 3507, Ramat Gan 5213603

## **Non Medical Issues Appeal**

- You may contact the Public Affairs Officer at Menora Mivtachim Pension and Provident Ltd., P.O. Box 3518, Ramat Gan, 5213603
- You may contact the Public Unit at the Capital Market, Insurance and Savings Authority, 1 Kaplan Street, Jerusalem or via the Authority's website
- An appeal may be filed with the Regional Labor Court within 45 days of the day the decision is issued

## **Your Attention is Drawn to the Fact:**

It is stressed that a court that is not the Regional Labor Court has no material jurisdiction to entertain claims against the Pension Fund, and therefore there is no reason to file a claim with a court that is not the Regional Labor Court

## **Status Updates Regarding Handling of Claim**

Menorah Mivtachim will notify the Insuree of any change in status regarding the handling of his claim, via the I Message system. Additionally, the claim handling status will be updated in the Insuree's personal information area on the Company's website: [www.menoramivt.co.il](http://www.menoramivt.co.il)

## **Insurance Cover with an Additional Pension Fund (relevant to a peril that happened on 1/6/2018 or thereafter)**

An Insuree with extended insurance (5 months of insurance cover after the last deposit) who is insured with an additional new comprehensive pension Fund (Hereinafter: "The Additional Fund") due to the same effective wage and the same insurance peril, will be entitled to a disability pension from the additional Fund and from it only. Notwithstanding the above, insofar as the Insuree is entitled from the additional Fund to a pension that is lower than the pension he was entitled to receive from the Fund, the difference between the pension in the additional fund and the pension he is entitled to from the Fund will be paid to him.

## APPENDIX A

### CHARTER TO CLARIFY AND SETTLE CLAIMS AND HANDLE PUBLIC INQUIRIES

1. In accordance with the provisions in the Institutional Bodies Memo 2016-9-9 detailed below are the Charter to clarify and settle claims at Menora Mivtachim Pension and Provident Ltd (Hereinafter -"The Managing Company"). Without derogating from the provisions in the law, an institutional body will clarify and settle claims and will handle public inquiries in good faith, to the point, thoroughly, efficiently, professionally, transparently and fairly. If you wish to receive a copy of this Charter, you may contact the customer call service at \*2000, or print it directly from the managing Company's website at the following address: [www.menoramivt.co.il](http://www.menoramivt.co.il).
2. The Company will act, insofar as clarifying and settling claims and handling public inquiries pursuant to the provisions in this Charter.

### 3. Definitions

In this Charter the following phrases will assume the definitions alongside them:

- **"Day"** – as defined in the Pension Fund's Bylaws;
- **"The Managing Company" or "The Company"** – Menora Mivtachim Pension and Provident Ltd.;
- **"Claim"** – whoever presented a claim to the managing Company, except an institutional body and except whoever, within the framework of his job, bettered the damage which another sustained, and filed a claim against the managing Company to collect on such damages benefit;
- **"Expert"** – whether an employee of the managing Company or not, whether or not he met with the Claimant, such as a medical expert, however to the exclusion of legal counsel, the Fund's doctor, Medical Board, Appellate Medical Board, operating in accordance with the provisions in the Fund's Bylaws;
- **"Entitling Peril"** – the death of An Insuree or the peril due to which it was determined that an Insuree is disabled pursuant to the Fund's Bylaws.

### 4. Application

This charter applies to claims for disability risks and death only within the framework of the Pension Fund's Bylaws.

### 5. Commencement Date

The commencement of this Charter is on the 24th Tevet 5779 (January 1, 2019). The charter will apply to a claim that was filed after the aforementioned date. In relation to a claim that was filed before the aforementioned date, the Charter detailed in Appendix J of the January 2018 Edition of the Pension Fund's Bylaws will apply.

### 6. Documents And Information Upon Clarifying A Claim

- 6.1. Whereupon a person contacted the Company or someone on its behalf in connection with filing a claim, the Company or whoever on its behalf will remit to him, as soon as possible, the documents detailed below that will also be published on the Company's website:

6.1.1. A copy of this Charter;

6.1.2. A document containing details of the clarification and settling of a claim process;



- 6.1.3. Instructions pertaining to the manner the Claimant is required to act; these instructions will include, inter alia, information with regard to the Claimant's right to receive indemnification for expenses it incurred which the Company is obligated to indemnify him for them;
- 6.1.4. Details of the information and documents required from the Claimant to clarify and settle his claim;
- 6.1.5. Filing of a claim form, insofar as applicable, and instructions with regard to filling it in;
- 6.1.6. Notice pertaining to the prescription period for the claim.
- 6.2. Notwithstanding the provisions in Section 6.1, if the Insuree downloaded the said documents from the Company's website, the Company will be exempted from remitting such documents.
- 6.3. The Company will not demand from a Claimant information or documents that a reasonable claimant cannot obtain them or is not authorized to obtain them, unless the Company has real grounds to assume that the information or the documents are in the Claimant's possession.
- 6.4. The Company will remit to the Claimant, as soon as possible following the date upon which the information or the document in connection with the claim was received by it, written notice detailing which of the documents were received alongside the date received and will detail the information and documents required and not yet furnished by the Claimant.
- 6.5. If the Company requires additional information and documents from the Claimant for the purpose of clarifying the claim, the Company will demand them from the Claimant up to 5 days of learning of the need for them.
- 6.6. If the Company decides on paying the claim even before the Claimant remitted the documents detailed in Section 6.1, there will be no need to send the documents detailed in said section, except a copy of this Charter.
- 6.7. The provisions in this Section 6 will not apply to a claim being litigated in the legal instances.

## **7. Notice Pertaining To The Clarification Of The Claim Process And The Results Thereof**

- 7.1. The Company will remit to the Claimant, by whichever date is later between 14 days of the date upon which all the information and documents demanded were received from the Claimant to clarify the claim or the date upon which it received the full claim form as required by it, an update pertaining to the status of handling the claim. Such an update can be pertaining to the approval of the claim, it being rejected or whether he is required to appear before the Fund's doctor, and if so, will notify him of the date to appear and will specify the Fund's doctor's requirements for the Insuree to appear before him, insofar as such apply including but not limited to tests, examinations and tests at the ability to work diagnosis institute.
- 7.2. The provisions in Section 7.1 will not apply to a claim being litigated in the legal instances.

## **8. Payment Notice And Partial Payment Notice**

- 8.1. If the Company decides to pay the claim – it will remit a written notice to the Claimant on the payment date (Hereinafter – The Payment Notice) to include, inter alia, reference with regard to the following matters, insofar as relevant or will contain a reference to documents concerning such matters, to be attached to the notice (such as an expert's opinion):

- 8.1.1. With regard to a one-time payment – the grounds for payment; reasonable and clear details regarding the calculation method; the damage amount; the tax amount deducted at source, the method it was calculated and stating the statutory provisions pursuant to which it was calculated and deducted, reference to the wage slip or reference to confirmation from the tax authorities to be attached to the notice; details pertaining to offsetting other payments the Claimant deserves other than from the institutional body due to circumstances associated with the cause of action and which according to the policy, the Bylaws or the law were offset from the payment; the deductible amount; details pertaining to offsetting other amounts the institutional body deserves from the Claimant; details pertaining to offsetting advances or amounts that are not disputed if such were paid; type of linkage and linkage method; the applicable interest and stating the provisions applicable to collection; the amount to be added to the payment for the linkage differentials and interest; the payment in arrears amount and stating the provisions applicable with regard to the interest charged due to the payment in arrears; the date upon which the institutional body had all the information and documents required to clarify the claim.
- 8.1.2. With regard to periodic payments (including but not limited to a pension), on the first payment date, in addition to the provisions in Section 8.1.1 – it will also detail the first payment amount; the mechanism to update the payments; the first date due to which the Claimant is entitled to payment; the maximum period for which the Claimant is entitled to payments subject to the policy provisions, the Bylaws or the law; the period up until eligibility is reviewed; the rules to review eligibility during the course of the eligibility period for payments; mechanism to extend the eligibility period for payments.
- 8.2. If the Company decided to pay the claim while rejecting part of the claim with regard to amounts demanded or some of the grounds that were required – it will deliver to the Claimant on the payment date a written notice (Hereinafter – The Partial Payment Notice) containing two parts as detailed below:
- 8.2.1. The first part – in this part the components of the payment recognized by the Company will be specified, and the provisions determined in Section 8.1 will apply.
- 8.2.2. The second part – in this part the reasons footing the basis to the Company's decision to reject part of the claim will be specified and the provisions determined in Section 9 will apply with regard thereto.

## 9. The Rejection Notice

If the Company decides to reject the claim – written notice thereof will be delivered to the Claimant (Hereinafter – The Rejection Notice). The reasons for the rejection will also include the Bylaws conditions, the stipulation or reservation determined on the joining date or on the date to renew the insurance cover, or the statutory provisions, due to which the claim was rejected, insofar as the rejection was dependent upon them.

## 10. Further Clarification Or Termination Of Clarification Notice

- 10.1. If the Company thinks that it requires additional time to clarify the claim – it will deliver a written notice to the Claimant detailing the reasons due to which it requires additional time to clarify the claim, and will specify the additional information and/or documents required from the Claimant for the purpose of clarifying the claim (Hereinafter – The Further Clarification Notice).

- 10.2. The further clarification notice will be delivered to the Claimant at least every ninety days and until the payment notice, the partial payment notice, the reject notice or the settlement notice is sent, as applicable.
- 10.3. The Company will be exempted from the obligation to send additional further clarification notices, as stated in Section 10.2, if the Claimant addressed the legal instances or if he did not respond after two consecutive further clarification notices were sent to him containing a demand for information or a document to clarify the claim and provided that in the last notice to the Claimant it stated that no additional notices would be sent to the Claimant insofar as it did not receive the requisite documents from him or until it receives a different response.

## **11. The Claim Prescription Period Notice**

- 11.1. A payment notice, partial payment notice, rejection notice and the first further clarification notice – will contain a paragraph in which it will specifically highlight the prescription period for the claim in accordance with the provisions in the relevant law, and that filing a claim with the Company in a proper and complete manner during the course of the prescription period stops the time running barring a claim and that in such a case there is no need to file a claim with the Labor Court (Hereinafter – Prescription Period Paragraph).
- 11.2. Any notice that is sent to the Claimant concerning the claim during the course of the year preceding the date the claim is expected to reach the end of the prescription period will include the prescription period paragraph, the date the insurance peril happened and will state therein that the prescription period began to run commencing from the date of the entitling peril.
- 11.3. If the prescription paragraph was not included in the payment notice, partial payment notice, rejection notice or the first further clarification notice that was sent to the Claimant not during the course of the year preceding the date the claim is expected to reach the end of the prescription period, the Company will be deemed to have agreed that the period of time between the first date upon which it should have given the notice containing the prescription paragraph and the date upon which the notice was actually given containing the prescription paragraph, will not be included in the prescription period (all this – only with regard to the first time in which a notice was not delivered as required).
- 11.4. If the prescription paragraph was not included in the payment notice, partial payment notice, rejection notice or the first further clarification notice that was sent to the Claimant not during the course of the year preceding the date the claim is expected to reach the end of the prescription period - the Company will be deemed to have agreed that the period of time between the date the first notice was sent in the said year and the date upon which the notice containing the prescription paragraph was sent and the prescription period date, will not be included in the prescription period (all this – only with regard to the first time in which a notice was not delivered as required).
- 11.5. The provisions in Section 11 will not apply to a claim being litigated in the legal instances.

## **12. Notice Regarding To Right To Challenge The Decision**

A payment notice, partial payment notice or rejection notice will contain a paragraph specifically highlighting the Claimant's following rights (except insofar as a claim being litigated in the legal instances is concerned):

- 12.1. To challenge the decision and the manner to file a challenge, insofar as determined in the Bylaws, including but not limited to his right to file an expert opinion on his behalf.
- 12.2. To bring his challenge before the public enquiries officer of the Company while stating the officer's details and the manner he can be contacted.
- 12.3. To challenge the Company's decision before additional entities, including before a judicial instance or the Capital Market, Insurance and Savings Commissioner.

### **13. Reviewing Eligibility**

- 13.1. If the Company wishes to review the Claimant's eligibility to receive periodic payments, it will act pursuant to the rules determined to do so in the Bylaws.
- 13.2. The rules to review the Claimant's eligibility to receive periodic payments will be delivered to the Claimant with the payment notice or the partial payment notice, and will be detailed on the website.
- 13.3. The Claimant will not bear the costs of such a review.
- 13.4. If as a result of the review as stated above it is clarified that the periodic payments paid to the Claimant are to be reduced or stopped, the change will be made pursuant to the rules determined to do so in the Bylaws, and if there are no such rules, the Company will deliver a notice pertaining to the change to the Claimant at least 30 days before the date the payments are reduced or stopped, however no more than 60 days before such a date, and in any event not before the findings of the review showed that the payments should be reduced or stopped. The change notice will include all the reasons footing the basis to the decision to reduce or stop the payment of the periodic payments, and the provisions relating to the rejection notice and the expert opinion will apply to it mutatis mutandis. In any event the change will only be made after notice of the intent to reduce or stop the payments is delivered to the Claimant. For the avoidance of doubt, the provisions above do not derogate from the Company's right to demand restitution of amounts for payments overpaid before the date such a change was made.

### **14. Clarifying A Claim With The Assistance Of An Expert**

- 14.1. If there is a need to be assisted for the purpose of clarifying a claim, by an expert, in the presence of the Claimant or not in his presence, the Claimant will be informed thereof in advance, the role of the expert in connection with clarifying the claim will be explained to the Claimant, and his right to be represented or consult with an expert on his behalf during the course of clarifying the claim with the assistance of an expert. The provisions in this section will not apply in the event of an undercover investigation being executed by the Company.
- 14.2. The expert's opinion upon which the Company relies for the purpose of settling the claim will be prepared professionally, will be reasoned, and will contain his name, title, professional education and the expert's role, and a list of all the documents upon which the expert relied upon preparing the opinion.
- 14.3. The expert's opinion will not relate, directly, to the insured's right to receive payment from the pension Fund.

- 14.4. Insofar as the Company relied upon an expert's opinion within the framework of settling a claim, the opinion will be delivered to the Claimant on the date the relevant notice is delivered concerning the clarification of the claim process and its results or pertaining to the review of eligibility. A list of all the notices and documents remitted by the Claimant to the Company or to the expert on its behalf for the purpose of writing the opinion will be attached to the opinion, and any additional document relied upon in the opinion. Such notices and document swill be delivered to the Claimant upon request.
- 14.5. If the expert's opinion was privileged by law (such as a psychiatric opinion), the Claimant will be given a written notice containing an explanation as to why the opinion is privileged.

### 15. Providing Answers And Handling Public Inquiries

The Company will reply in writing to any written request by an insured or claimant, whether sent to the public affairs officer or to any other entity in the Company, within a reasonable time pursuant to the circumstances at hand, and in any case no later than thirty days of the date the request was received.

### 16. Providing Copies

- 16.1. The Company will remit to the Claimant, upon his request, a copy of the Bylaws, within 14 days of the date the request was received. Notwithstanding the above, the Company may refer the Claimant to the wording of the Bylaws found on the website.
- 16.2. The Company will remit to the Claimant, upon his request, copies of any document that the Claimant signed, of any document remitted by the Claimant to the Company or of any document received by the Company by virtue of the Claimant's consent, within 21 days of the date the request was received.

### 17. Preserving Laws

For the avoidance of doubt, it is hereby clarified that –

- 17.1. The provisions in the memo above and in this Charter are in addition to the provisions in any law, including but not limited to the provisions determined in other memos, and do not derogate from the provisions in any such law.
- 17.2. The provisions in the memo above and in this Charter do not derogate from the Insured's right pursuant to any law.

The Action	Date in Survivors Claim	Date in Disability Claim
Demand for additional information and documents	5 days	5 days
Delivery of notice pertaining to clarification of claim process	14 days of the date the information was received	14 days of the date the information was received
Delivery of the further claim clarification notice	Every 90 days	Every 90 days
Delivering change notice with regard to reducing periodic payments or stopping them	At least 30 days before the date the payments are reduced or stopped	At least 30 days before the date the payments are reduced or stopped
Transferring a copy of a judgment or agreement	14 days	14 days
Response in writing to public inquiry	30 days	30 days
Delivering a copy of Bylaws	14 days	14 days
Delivering copies of any document the Claimant signed	21 days	21 days