



Professional Liability

Multimedia



Notice

This is a *claims* made insurance policy. This policy will only apply to *Claims* first made against the *Insured* by a *Third Party* and reported to the *Insurer* during the *Policy Period*. Further, please note that the amounts incurred for legal defence shall be applied against the *Retention* amount.

Professional Liability MultiMedia

In consideration of the payment of the *Premium* and subject to all of the provisions of this policy, the *Insurer* agrees as follows.

Covers

All cover under this policy is afforded solely with respect to *Claims* first made against an *Insured* during the *Policy Period* and reported to the *Insurer* during the *Policy Period*, with respect of *Wrongful Act*, committed in the performance or failure to perform *Professional Services*, and which first took place on or after the *Retroactive Date*, all as set forth below:.

- | | |
|--------------------------------|--|
| Professional Liability | The <i>Insurer</i> will pay on behalf of any <i>Insured</i> all <i>Damages</i> resulting from any <i>Claim</i> for any <i>Breach of Duty</i> of the <i>Insured</i> . |
| Intellectual Property | The <i>Insurer</i> will pay on behalf of any <i>Insured</i> all <i>Damages</i> resulting from any <i>Claim</i> for any <i>Infringement</i> . |
| Defamation | The <i>Insurer</i> will pay on behalf of any <i>Insured</i> all <i>Damages</i> resulting from any <i>Claim</i> for libel or slander , provided that they have not been committed intentionally. |
| Employee's Fraud or Dishonesty | The <i>Insurer</i> will pay on behalf of any <i>Insured</i> , who is not the actual perpetrator, all <i>Damages</i> resulting from any <i>Claim</i> for <i>Fraud or Dishonesty</i> of any <i>Employee</i> . |
| Defence | The <i>Insurer</i> is entitled to defend any <i>Claim</i> which this policy may respond to under its Covers or Extensions. However, the <i>insurer</i> will act in coordination and cooperation with the <i>insured</i> and take reasonable measures not to prejudice the <i>insured's</i> reputation or cause him any loss. |



The *Insurer* shall pay the reasonable *Defence Costs* as approved in advance by the *insurer* incurred in defending any covered *Claim*. In case such approval has not been obtained in advance, the *insurer* will be liable only for reasonable *Defence Costs*.

Extensions

Court Attendance

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a *Claim* notified under and covered by this policy, *Defence Costs* will include the following rates per day for each day on which attendance in court has been required:

- (i) for any principal, partner, or director *Insured* US\$ 500
- (ii) for any *Employee* US\$ 250

No *Retention* shall apply to this Extension.

Extended Reporting Period

If the *Insurer* cancels or does not renew this policy, the *Policyholder* shall have the right to a period of:

- (i) 30 days without payment of an additional *Premium*; or
- (ii) 6 months subject to payment of additional 50 % of the annual *Premium*;
- (iii) 12 months subject to payment of additional 100% of the annual *Premium*;

following the date of cancellation or expiry in which to give notice of any covered *Claim* first made against the *Insured* during such period, for any *Wrongful Act* committed prior to the end of the *Policy Period* and after the *Retroactive Date* specified in the policy schedule. The aforementioned extended reporting period shall be considered part of the *Policy Period*. That extended reporting period shall not apply if the *Insured* has purchased another policy to cover his professional liability.

The *Insured* shall not be entitled to an extended reporting period in case of cancellation of the Policy by the *Insurer* for the reasons of non-payment of *Premium* or cancellation of the Policy in accordance with sections 6 (c), 7 (a) or 18 (a) of the Insurance Contract Act, 1981.

Lost Documents

With respect to a *Third Party's Documents*:

- (i) for which an *Insured* is legally responsible, and
- (ii) that, during the *Policy Period*, the *Insured* notified the *Insurer* in writing according to the policy provisions that such *Documents* have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of *Professional Services*,

Damages shall also include costs and expenses reasonably incurred by the *Insured* in replacing or restoring such *Documents* provided that:



- (a) such loss or damage is sustained while the *Documents* are either:
 - (1) in transit; or (2) in the custody of the *Insured* or of any person to whom the *Insured* has entrusted them;
- (b) where the lost or mislaid *Documents* have been the subject of a diligent search by or on behalf of the *Insured*;
- (c) the amount of any *Claim* for such costs and expenses shall be supported by sufficient written proof of expenditure; and
- (d) **the *Insurer* shall not be liable for any *Claim* arising out of wear, tear and/or gradual deterioration, moth and vermin, or other matters beyond the *Insured's* control.**

This Extension of cover for reasonable costs and expenses incurred by the *Insured* will be subject to a Sublimit of Liability of US\$ 100,000. A separate retention of US\$ 1,000 instead of the *Retention* will apply to each *Claim* covered under this Extension.

Definitions

“Bodily Injury”	means physical injury, sickness, disease or death; and , when directly resulting from any of the aforementioned, shall also include nervous shock, emotional distress, mental anguish or mental injury.
“Breach of Duty”	means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission. This term shall include any form of invasion of privacy, publicity, false light, public disclosure of private facts, intrusion, commercial appropriation of name or likeness, wrongful entry or eviction, trespass or eavesdropping in the performance of or failure to perform <i>Professional Services</i> .
“Claim”	means any: (i) written demand or (ii) civil, regulatory or administrative proceeding, that seeks <i>Damages</i> from <i>Wrongful Acts</i> .
“Damages”	means any amount that an <i>Insured</i> shall be legally liable to pay to a <i>Third Party</i> in respect of judgments rendered against an <i>Insured</i> , or for settlements obtained with the consent of the <i>Insurer</i> .
“Defence Costs”	means reasonable and necessary fees, costs and expenses incurred by or on behalf of the <i>Insured</i> in the investigation, defence, adjustment, settlement or appeal of any <i>Claim</i> . “Defence Costs” shall not mean any internal or overhead expenses of any <i>Insured</i> or the cost of any <i>Insured’s</i> time.
“Documents”	means all documents of any nature whatsoever including computer records and electronic or digitized data; but does not include any currency, negotiable instruments or records thereof.
“Employee”	any natural person who is or has been expressly engaged as an employee under a contract of employment with the <i>Policyholder</i> or any <i>Subsidiary</i> . “Employee” shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.
“Employee's Fraud or Dishonesty”	means fraudulent or dishonest conduct of an <i>Employee</i> : (i) not condoned, expressly or implicitly by the <i>Policyholder</i> or any <i>Subsidiary</i> ; (ii) and that results in liability to the <i>Policyholder</i> or any <i>Subsidiary</i> .
“Infringement”	means an unintentional infringement of any intellectual property right of any <i>Third Party</i> , other than patents and <i>Trade Secrets</i> .
“Insured”	means: (1) the <i>Policyholder</i> or any <i>Subsidiary</i> ; (2) any natural person, who is or has been a principal, partner or director of the <i>Policyholder</i> or any <i>Subsidiary</i> ; (3) any <i>Employee</i> ; (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the <i>Policyholder</i> or any <i>Subsidiary</i> ; and (5) any estates or legal representatives of any <i>Insured</i> described in (2) and (3) of this definition; but only when providing <i>Professional Services</i> in the foregoing capacities.
“Insurer”	means the entity specified as such in the Schedule.
“Limit of Liability”	means the amount specified as such in the Schedule.



Definitions (Continued)

“Loss”	means <i>Damages</i> and <i>Defence Costs</i> . “Loss” shall not mean and this policy shall not cover any (1) taxes; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (5) compensation, benefits or overhead of, or charges or expenses by any <i>Insured</i> ; or (6) any uninsurable matter under the law governing this policy or the jurisdiction in which a <i>Claim</i> is brought.
“Over-redemption”	means price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.
“Policy Period”	means the period of time specified in the Schedule. However, in case of cancellation of the policy the <i>Policy Period</i> will end on the effective date of the cancellation.
“Policyholder”	means the entity or natural person specified as such in the Schedule.
“Pollutants”	means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. “Waste” includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
“Premium”	means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.
“Professional Services”	means the professional services provided by the <i>Policyholder</i> and any <i>Subsidiary</i> as specified in the Schedule.
“Property Damage”	means damage to or loss of or destruction of tangible property or loss of use thereof.
“Retention”	means the amount specified as such in the Schedule in respect of the relevant cover and/or extension.
“Retroactive Date”	means the date specified as such in the Schedule.
“Subsidiary”	means companies in which the <i>Policyholder</i> , either directly or indirectly through one or more of its <i>Subsidiaries</i> ; <ul style="list-style-type: none">(i) controls the composition of the board of directors;(ii) controls 50% or more of the voting power; or(iii) holds 50% or more of the issued share capital. For any <i>Subsidiary</i> or any <i>Insured</i> thereof, cover under this policy shall only apply to <i>Wrongful Acts</i> committed while such entity is a <i>Subsidiary</i> of the <i>Policyholder</i> .
“Third Party”	means any entity or natural person; However, <i>Third Party</i> does not mean: (i) any <i>Insured</i>; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the <i>Policyholder</i> or any <i>Subsidiary</i>.



Definitions (Continued)

“Trade Secret”	means business information of any kind, that is not within public domain, and which is not easily and lawfully obtainable by others, and the secrecy of which grants its owner business advantage over its competitors, provided that its owner takes reasonable measures to protect its secrecy.
“Wrongful Act”	means any <i>Breach of Duty</i> , <i>Infringement</i> , libel, slander, or <i>Employee's Fraud or Dishonesty</i> .

Exclusions

This policy shall not cover **LOSS** in connection with any **Claim** arising out of, based upon or attributable:

Antitrust	to any actual or alleged antitrust violation, restraint of trade or unfair competition;
Bodily Injury/ Property Damage	to Bodily Injury or Property Damage unless arising from an actual or alleged Breach of Duty ;
Computer Virus /Unauthorised Access	to any computer virus, malicious code or failure to prevent unauthorised access to or use of an electronic system or program;
Contractual Liability/ Performance Guarantees	to: (i) contractual liability or other obligation assumed by the Insured , that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided; (ii) guarantee or warranty; or (iii) delay in performing, failing to perform or failing to complete any Professional Services , which do not arise from a Breach of Duty by an Insured ;
Costs Assessment	to any failure by any Insured or other party acting for the Insured to make an accurate pre-assessment of the cost of performing Professional Services ;
Government/Regulatory Actions	to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform Professional Services for such entities;
Infrastructure	to: (i) mechanical failure; (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or (iii) telecommunications or satellite systems failure, unless such failure arises from a Breach of Duty by an Insured ;
Insolvency	to the insolvency, administration or receivership of the Insured ;
Internet Material	to material which is published or posted on the Internet where, prior to publishing or posting, the Insured has no knowledge of either the content or source of the material;



Exclusions (Continued)

Joint Ventures	to work carried out by the <i>Insured</i> for and in the name of any association or joint venture of which an <i>Insured</i> forms part;
Misdeeds	to any act which a judge, jury or other official tribunal or panel found, or which an <i>Insured</i> admitted, to be a criminal, dishonest or fraudulent act; and in such event, the <i>Insurer</i> shall be reimbursed for all Loss paid in connection with such Claim ; provided, however, that this exclusion shall not apply to the Fraud or Dishonesty Cover.
Over-redemption	to Over-redemption ;
Patent/Trade Secret	to the breach of licences concerning, infringement of or misappropriation of patents or Trade Secrets ;
Pollution	(i) to the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of pollutants , or (ii) to any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants , or (b) respond to or assess the effects of Pollutants ;
Prior Claims/Circumstance	(i) to any claim made prior to or pending at the inception of this policy; or (ii) to any circumstance that, as of the inception of this policy, may reasonably have been expected by any <i>Insured</i> to give rise to a Claim ;
Software Technology Infringement	to any Infringement of software or software technology;
Trade Debts	(i) to trading debt incurred by an <i>Insured</i> or (ii) to guarantee given by an <i>Insured</i> for a debt;
U.S.A./Canada	(i) to any Claim made within the United States of America and/or Canada; or (ii) to any Claim to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions;
War/Terrorism	(i) to war, any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power, act of foreign enemy, hostilities, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, military rising, rebellion, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or (ii) to the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act; or (iii) to any terrorist acts.



It is further agreed that the terms war and terrorist acts are respectively defined as follows:

War shall mean war, whether declared or not, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends;

Terrorist Act(s) shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts.

A terrorist act shall also include any act which is verified or recognized as such by the Israeli or United States Governments or any other country where the claim was made or where the act took place.



Policy Conditions:

A. Claims

Notification of Claims The *Insured* shall give written notice to the *Insurer* of any *Claim* first made against the *Insured* as soon as practicable and during the *Policy Period*. All notifications must be made in writing by registered mail or facsimile, and addressed as follows:

AIG Israel Insurance Company Ltd

Commercial Claims Department

25 Hasivim St., Kiryat Matalon

Petah Tikva 49100, P.O.B 535

In case of violation of the notification duty by the *Insured* to timely notify the *Insurer* of any *Claim* in accordance with section 22 of the Insurance Contract Act 1981, the remedies available to the *Insurer* shall be in accordance to sections 24-25 of the Insurance Contract Act, 1981.

Related Claims If notice of a *Claim* against an *Insured* is given to the *Insurer* in accordance with the terms of *Notifications of claims* section under this policy, then: (i) any subsequent *Claim* alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed *Claim*; and (ii) any subsequent *Claim* alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged in that previously noticed *Claim*, shall be considered made against the *Insured* and reported to the *Insurer* at the time notice was first given. Any *Claim* or *Claims* arising out of, based upon or attributable to (i) the same cause, or (ii) a single *Wrongful Act*, or (iii) a series of continuous, repeated or related *Wrongful Acts*, shall be considered a single *Claim* for the purposes of this policy.

Circumstances During the *Policy Period*, an *Insured* may become aware of circumstances which may reasonably be expected to give rise to a *Claim*. In such event, an *Insured* may report the circumstances in writing to the *Insurer*. If in doing so, the *Insured* provides: (i) the reasons for anticipating the *Claim*, and (ii) full particulars as to dates, acts and persons involved; then any *Claim* which is subsequently made against an *Insured* and reported in writing to the *Insurer* alleging, arising out of, based upon or attributable to such circumstances, or alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged or described in the previously notified circumstances, shall be considered first made against the *Insured* and reported to the *Insurer* at the time the facts or circumstances were first reported, provided that the *Insurer* acknowledged the acceptance of notice of circumstances in accordance with the terms of this section.

Defence/Settlement In the event of a covered *Claim* under the policy, the *Insurer* shall be entitled, in accordance with its discretion, to take over and manage on behalf of the *insured* the defence against the *Claim*. However, the *insurer* will



act in coordination and cooperation with the *insured* and take reasonable measures not to prejudice the *insured's* reputation or cause him any loss.

The *Insured* shall (1) provide all reasonable assistance and cooperation with the *Insurer* in the defence of any *Claim* and in the execution of any indemnification and contribution rights; (2) use due diligence and assist in all matters and required actions to prevent or mitigate any *Loss* under this policy; (3) give such information and assistance to the *Insurer* as the *Insurer* may reasonably require to enable it to investigate any *Loss* or determine the *Insurer's* liability under this policy.

The *Insurer* may, at any time, make settlement or pay insurance benefits to *Third Party*, provided that the *Insured* has been notified in writing 30 days in advance and does not object during this period.

In case the *Insured* refuses to a reasonable settlement proposed by the *Insurer* to settle the *Claim*, the *Insurer* shall be entitled to notify the *Insured* that its liability shall be limited to the settlement amount in which the *Claim* could have been settled, plus *Defence Costs* incurred up to the date in which such settlement could have been concluded. The *insured* will be liable to pay the applicable *retention* also in such cases.

Insurer's Consent

An *Insured* may not admit or assume any liability, enter into any settlement agreement or consent to any judgment without the prior written consent of the *Insurer*. Only those settlements and judgments consented to by the *Insurer*, and judgments resulting from *Claims* defended in accordance with this policy, shall be recoverable as *Loss* under this policy. The *Insurer's* consent shall not be unreasonably withheld. It is agreed that the *Insurer* will act to exercise its rights with consideration to the *Insured's* business operations and in a manner which will not prejudice the *Insured's* right to be indemnified by a *Third Party* in respect of amounts which were not paid by the *Insurer*.

Allocation

In the event that any *Claim* involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each *Insured* and the *Insurer* taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

B. Representations, Disclosure Duties and Administration

Representation and Disclosure Duties

In granting cover to the *Insured*, the *Insurer* has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy.

The *Insured* shall provide a full and honest answer to any question asked by the *Insurer* concerning a material matter. In case of breach of the disclosure duties by the *Insured*, as specified above, the *Insurer* shall be entitled to the reliefs and remedies set forth in sections 7-8 of the Insurance Contract Act, 1981.



Administration

The *Policyholder* has acted and shall act on behalf of each and every *Insured* with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of *Insureds*; (3) notices; (4) *Premiums*; (5) endorsements; (6) dispute resolution; and (7) payments to any *Insured*.

C. Limit and Retention

Limit of Liability

The *Limits of Liability* are the aggregate amount of the *Insurer's* liability for any *Loss* arising from all *Claims* brought against all the *Insureds* under all Covers under this policy in the aggregate. Sublimits of Liability and Extensions are part of the *Limits of Liability*. The *Limits of Liability* for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the *Limits of Liability* for the *Policy Period*. The inclusion of more than one *Insured* under this policy does not operate to increase the total amount payable by the *Insurer* under this policy. The Lost Documents Extension Sublimit of Liability shall be part of and not in addition to the *Limits of Liability*.

It is agreed that in case of *Loss*, including *Defence Costs*, exceeding the *Limits of Liability*, then this policy shall cover reasonable *Defence Costs* exceeding the *Limit of Liability* specified in the policy schedule, in accordance with section 66 of the Insurance Contract Act, 1981.

To avoid any doubt, coverage under the Extensions detailed in this Policy is subject to the *Limits of Liability*, and shall not apply in excess thereto, unless specifically stated otherwise. In respect of each Extension which covers the *Insured's* legal liability, and which is subject to a sub-limit of liability, the *Insurer* shall indemnify the *Insured's Defence Costs* even in excess of the sub-limit of liability under the Extension.

In case where the policy specifically applies to jurisdictions other than the State of Israel, then with respect to *Claims* filed against the *Insured* outside the jurisdiction of the State of Israel, the reasonability of the *Defence Costs* exceeding the total aggregate *Limits of Liability* will be measured based on reasonable *defence costs* in Israel in accordance with Israeli standards.

Retention The *Insurer* shall only pay for the amount of any *Loss* which is in excess of the *Retention*, which shall be paid by the *Insured*. A single *Retention* shall apply to all *Claims* which are deemed one *Claim* in accordance to section "Related Claims" above. The *Insurer* may advance all or part of the *Retention*, and, in that event, such amounts shall be reimbursed to the *Insurer* by the *Insureds* forthwith.



General Provisions

Assignment	This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the <i>Insurer</i> .
Cancellation	
By Policyholder:	This policy may be cancelled by the <i>Policyholder</i> at any time only by mailing written prior notice to <i>Insurer</i> . In such case, the <i>Insurer</i> shall be entitled to the <i>Premium</i> paid for the period before the cancellation became effective, calculated as follows: 10% of the <i>Premium</i> applicable for the <i>Policy Period</i> , plus 10% for each month or part thereof during which the policy was in force.
By Insurer:	This policy may be cancelled by the <i>Insurer</i> delivering to the <i>Policyholder</i> by registered, certified, other first class mail or other reasonable delivery method, at the address of the <i>Policyholder</i> set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all <i>Insureds</i> at the date and hour specified in such notice. In case of cancellation of the policy by the <i>Insurer</i> before the expiry of the <i>Policy Period</i> , and the reason for the cancellation is not due to the violation of the policy terms by the <i>Insured</i> or an attempt to defraud the <i>Insurer</i> by the <i>Insured</i> , the <i>Insurer</i> will return the <i>Insured</i> the amount which the <i>Insurer</i> would have charged from a similar <i>Insured</i> in respect of the same type of insurance on the cancellation date, pro-rata to the remaining period up to the end of the <i>Policy Period</i> . Any amount not paid by the <i>Insurer</i> within 28 days will incur interest as stipulated in the section 4(a) of the Adjudication of Interest and Linkage Law, 1961 until the day of actual payment. The reimbursement of the <i>Premium</i> by the <i>Insurer</i> shall not be a condition to the validity of the cancellation.. However, such payment will be made as soon as applicable. In case of cancellation due to non-payment of premium, if the <i>Insured</i> did not pay the premium within 15 days following the <i>Insurer's</i> written demand, the <i>Insurer</i> may notify the <i>Insured</i> in writing that the policy be cancelled after 21 additional days, unless payment is made within such period.
Insolvency	Insolvency, receivership or bankruptcy of any <i>Insured</i> shall not relieve the <i>Insurer</i> of any of its obligations hereunder.
Plurals, Headings and Titles	The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in <i>inclined and larger</i> typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.



Scope and Governing Law	Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any <i>Claim</i> made against any <i>Insured</i> anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of the State of Israel and in accordance with the English text as it appears in this policy.
Subrogation	<p>If the <i>Insured</i> has any right for compensation or indemnification against a <i>Third Party</i>, regarding any <i>Loss</i>, not by virtue of an insurance policy, this right will be transferred to the <i>Insurer</i> once it has paid insurance benefits and to the extent thereof.</p> <p>The <i>Insurer</i> may not exercise the right transferred to it under this Condition in a manner which will prejudice <i>Insured's</i> right to recover compensation or indemnification from a <i>Third Party</i> in excess of the benefits received from the <i>Insurer</i>,</p> <p>The <i>Insurer</i> shall be entitled to pursue and enforce such rights in the name of the <i>Insured</i>, who shall provide the <i>Insurer</i> with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The <i>Insured</i> shall do nothing to prejudice these rights. Any amount recovered in excess of the <i>Insurer's</i> total payment shall be restored to the <i>Insured</i> less the cost to the <i>Insurer</i> of such recovery. The <i>Insurer</i> agrees not to exercise any such rights of recovery against any <i>Employee</i> unless the <i>Claim</i> is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the <i>Employee</i>. The <i>Insurer</i> may, in writing, waive any of its rights set forth in this Subrogation Clause.</p>
Premium Payments and other Fees	<p>A. Unless otherwise agreed between the parties, the insurance <i>Premium</i> and other fees due from the <i>Insured</i> to the <i>Insurer</i> in connection with the policy will be fully paid within 28 days following commencement of the <i>Policy Period</i>, either in US Dollars, or in NIS calculated according to the representative NIS-US dollar exchange rate at the Bank of Israel on the payment date.</p> <p>B. In case the <i>Premium</i> has not been paid within the aforementioned 28 days, or at other times explicitly agreed upon, any amount in arrears shall bear interest as stipulated in section 4(a) of the Adjudication of Interest and Linkage Law, 1961.</p>
Linkage	The <i>Limit of Liability</i> of the <i>Policy</i> , which is specified in US dollars, shall be calculated in accordance with the representative NIS-US dollar exchange rate at the Bank of Israel on the date of actual payment of the <i>Claim</i> . The <i>Retention</i> specified in US dollars shall also be calculated in accordance with the representative NIS-US dollar exchange rate at the Bank of Israel on the date of actual payment of the <i>Claim</i> .