

TRANSLATION

In the case of any discrepancy between the text of this document and the original in Hebrew, the latter will prevail.

CAR HIRE EXCESS REFUND SERVICE AGREEMENT FOR PRIVATE OR COMMERCIAL VEHICLE RENTAL UP TO 3.5 TONS

In accordance with this service agreement, Ofran Services Ltd. (hereinafter: “Ofra”) is obliged to the customer whose name is stated in the appendix (hereinafter: “the customer”) as follows:

That they hold an insurance policy with Shirbit Insurance Company Ltd. (hereinafter: “the insurer”) covering all of the risks covered under this service agreement.

That upon the occurrence of an event as stated hereunder in this service agreement, the customer will be entitled to a reimbursement from the insurer **up to the maximum amounts stated in the service agreement hereunder.**

SECTION 1 – DEFINITIONS

- A. **The commitment period** – The shortest of the following periods:
1. The period stated in the appendix.
 2. The consecutive period commencing on the date when the customer takes possession of the rented car abroad from the overseas rental company until the date when they return the rented car to the rental company.
 3. The allocated period for renting the vehicle as stated in the rental agreement.
- If at the expiry of the period of cover the customer rents a car for a further period, then the customer will not be covered under this service agreement other than if he rearranges cover for an additional period with Ofran.**
- B. **Israel** – The area of the State of Israel and the occupied territories and the areas under the control of the Palestinian Authority.
- C. **Overseas or abroad** – Anywhere outside of Israel.

- D. **Car rental contract** – The contract between the customer and the overseas car rental company.
- E. **Excess** – Costs incurred by the customer due to a covered event, in accordance with the rental agreement and subject to the conditions of this service agreement.
- F. **The appendix** – The document attached to this service agreement which forms an integral part thereof, including the agreement number, the period of cover of this agreement, the payment amount and the main details of the customer and the cover under this service agreement.
- G. **Reimbursement** – The amount payable via the insurer to the customer on the occurrence of an event covered in accordance with this service agreement and subject to its terms and conditions.
- H. **Euro (€)** – The currency of the European Union.
- I. **Car** – A private or commercial motor vehicle up to 3.5 tons which is rented abroad.

**SECTION 2 – REFUND OF EXCESS IN ACCORDANCE WITH THE CARE
RENTAL CONTRACT**

The covers under this section will be valid solely if stated expressly in the appendix.

1. The event covered under this service agreement

Accidental damage to a motor vehicle, including its theft, whilst being rented by the customer from an official car rental company in Israel or abroad, for use abroad, or accidental damage to third party property as a consequence of the use of the car abroad which occurs during the period of the agreement stated in the appendix.

2. The cover and the agreement limits

On the occurrence of an event covered under this service agreement, Ofran will reimburse the customer via the insurer for the excess which the customer has paid or is due to pay, in accordance with the conditions of the care rental agreement **up to a maximum limit of € 2,000.**

3. Ofran will reimburse the excess via the insurer under this service agreement for any hire agreement.

4. **This cover will be valid subject to the exclusions detailed in Section 5 hereunder.**

SECTION 3 – REFUND OF DAMAGE CHARGES EXCLUDED FROM THE RENTAL AGREEMENT

It is noted and agreed that the covers under this section will be valid solely if stated expressly in the appendix.

5. **The event covered under this service agreement**

Loss or damage as a consequence of any of the following events, which occurs during the validity period of the service agreement defined in the appendix, whilst the vehicle is being rented by the customer for overseas use, from an official car rental company in Israel or abroad.

- A. Damage to the tyres of the vehicle.
- B. Damage to the windscreen of the vehicle and to the mirrors of the vehicle (windowpanes only).
- C. Loss of keys of the vehicle.
- D. Damage to the clutch of the vehicle and to the battery of the vehicle as a result of misuse use of the vehicle.
- E. Damage to the undercarriage of the vehicle **on condition that the vehicle was being driven on a paved road only.**

6. **The cover and the limits**

On the occurrence of an event covered under this service agreement, Ofran will reimburse the customer via the insurer for the costs paid to the car rental company for the damages which are excluded under the care rent agreement and as stated in clause 5 above **and up to a maximum limit of € 1,200 per occurrence covered under this service agreement.**

7. This cover is subject to the exclusions detailed in Section 5 hereunder.

SECTION 4 – GENERAL CONDITIONS

8. **Declaration of the undertaking of Ofran**

If you wish to obtain reimbursement under this service plan please contact Shirbit Insurance Company Ltd.

9. **Payment amount for this service agreement**

This service agreement will be valid solely after the customer has paid the payment amount in advance for the entire period of validity of the service agreement.

10. **On the occurrence of an event which entitles the customer to reimbursement, the validity period of this service agreement will automatically expire.**

11. The cover under this service agreement provides reimbursement for the use of only one vehicle in any given period of rent.

12. The cover provided under this service agreement is subject to all of the following accumulative conditions:

A. On the occurrence of an event covered under this service agreement; the customer, or the driver of the vehicle in accordance with the conditions of the rent agreement, must hold a valid driving license for the type of vehicle, both in Israel as well as in the country where the event occurred.

B. The vehicle was used solely for social, domestic and pleasure purposes and in accordance with the rent agreement.

C. The customer or the driver of the vehicle is not under the age of 21 and not over the age of 85 at the time of the event covered under this service agreement.

13. **Obtaining reimbursement under this service agreement**

A. A claim for reimbursement under this service must be submitted to Shirbit Insurance Company Ltd.

B. The claim must be submitted on a claim form attaching the documents stated therein.

C. The documents and other information requested must be submitted to Shirbit within a reasonable time of request and any assistance in obtaining them must be provided accordingly.

- D. Within 14 days of the date after Shirbit has received the information and the documents, the customer will be reimbursed in NIS in accordance with the representative rate of the US Dollar or of the Euro on the payment date.

14. **Insurance with other companies**

- A. If all or some the risks covered under this service agreement are covered with more than one insurer or service provider for overlapping periods, the customer must notify Ofran in writing immediately after arranging the double insurance or as soon as the become aware of it.
- B. If the customer is entitled to cover for all or some of the risks covered under the service agreement from any other insurer or under any other insurance or cover, Ofran will be liable to the customer jointly and severally with the other insurer for the overlapping sum insured or cover. The insurers and service providers will reconcile the payment between them according to the ratio between the sums insured.

15. **Subrogation**

If due to the occurrence of an event covered under this service agreement the customer also has the right to claim indemnity or compensation from a third party other than by virtue of this service agreement, this right is automatically assigned to Ofran.

16. **Cancellation of the service agreement**

- A. If all or part of the payment for this service agreement is not paid by the customer, Ofran will be entitled to cancel the service agreement.
- B. If the service agreement is cancelled by the customer before he travels overseas, he will receive a full refund of the payment.

SECTION 5 – EXCLUSIONS TO ALL SECTIONS OF THE SERVICE AGREEMENT

17. This service agreement does not apply to:
- A. The use of a private or commercial vehicle exceeding 3.5 tons.
 - B. Any event which occurs or is affected, directly or indirectly, by a proximate or distant cause, by, or in connection with:
 - 1. The use of the vehicle for competitive purposes of any type.
 - 2. The use of a motor bike, scooter, electric bicycle or all-terrain vehicle.
 - 3. The use of the vehicle by anyone who is not permitted to drive it or who drives it in breach of the rent agreement.
 - 4. Driving on gravel roads.
 - 5. Earthquake, volcanic eruption, nuclear fission, nuclear fusion or radioactive pollution.
 - 6. War, civil war, revolution, mutiny, riots, sabotage, strikes or illegal actions.
 - 7. Suicide or attempted suicide, mental illness, damage or injury caused intentionally by the customer or the driver, self-endangerment (other than for the purpose of saving life), driving under the influence of alcohol or the use of drugs (other than drugs taken in accordance with a doctor's prescription for medical purposes other than for treating drug addiction).
 - 8. Loss or damage caused by or on behalf of the customer maliciously, or due to a criminal act by or on behalf of the customer.