## **INSURANCE TERMS AND CONDITIONS**

Personal Accident Insurance – In Israel Only (Disability above 15%)

#### A. General information

Pursuant to these Insurance Terms and Conditions Shomera Insurance Co. Ltd. (hereinafter "Insurer") provides insurance coverage as set out herein. Some words and phrases have specific meanings and are defined within these Insurance Terms and Conditions. For easier reading, they are formatted with capital letters.

## B. Definitions

These definitions apply throughout the Insurance Terms and Conditions.

## **B1.** General Definitions

**Consolidation**: shall mean a statement made by an authorized Physician determining the date from which the Beneficiary's condition, when injured, is considered permanent and presumed definitive because no treatment is likely to bring about a significant change in the Beneficiary's condition.

Country of Rental: Israel

**Covered Period**: shall mean the period of time from when a Beneficiary unlocks a **Lime** Unit until the Beneficiary locks the **Lime** Unit in accordance with the instructions in the **Lime** Application, or otherwise completes the use of a **Lime** Unit, whichever is the earliest.

Customer: means any natural person who is registered to the Lime Application.

Insurer: means Shomera Insurance Co. Ltd.

Lime Application shall mean the application used by a Customer in order to use a Lime Unit.

Lime and/or JUMP Electric Bicycle shall mean an electric pedal cycle, which has pedal assistance powered by an electric motor with maximum continuous rated power according to local laws and regulation which assists the human propulsion of the pedal cycle and that ceases to provide assistance when the pedal cycle reaches a maximum speed according to local laws and regulation.

Lime and/or JUMP Electric Scooter means an electric two wheeled kick scooter propelled by a combination of human power and an electric motor with handlebars, brake(s) and a deck that allows a person to stand while operating the scooter, which is powered by an electric motor with maximum continuous rated power capable of propelling the scooter with or without human propulsion and that ceases to provide assistance when the scooter reaches a maximum speed according to local laws and regulation.

**Lime Unit(s)** shall mean only the Lime and/or JUMP Electric Bicycles and the Lime and/or JUMP Electric Scooters, which are owned by the Local Policyholder.

Policyholder: Lime (NEUTRON HOLDINGS, INC. DBA LIME)

**Local Policyholder**: Lime entity who has concluded with Us the insurance of which you are the Beneficiary as the insured person: Lime Network Ltd., 3, Hayated Street, Tel-Aviv 6818936, Israel.

**Insurance Terms and Conditions**: means the terms and conditions setting out the rights and obligations of the Beneficiary. These terms and conditions are subject to amendment and distribution as required by local legislation. The master terms and conditions are provided in English but the local language in any territory will be the definitive version.

**Pandemic**: epidemics with a pandemic characteristic (declared by WHO), of seriousness and virulence such as to result in high mortality or requiring restrictive measures in order to reduce the risk of transmission to the civilian population. By way of example and not limited to: closure of schools and public areas, limitation of public transport in the city, limitation on air transport.

**Permanent Disability**: permanent loss, partial or total loss of a person's functional capacity as established by a Physician when the Consolidation has been determined

**Permanent Disability Degree**: degree of Permanent Disability is determined by a Physician using the Permanent Disability Table

Permanent Disability Table: Disability degree as defined in the table of injuries:

	TYPE OF INJURY	DEGREE OF INJURY		
	DUDNS/EDOSTDITES (2nd and 2rd dagree)			
1	BURNS/FROSTBITES (2nd and 3rd degree)	25		
2	Burns/frostbites involving 16 – 30% of body surface  Burns/frostbites involving more than 30% of body surface	25 45		
	COMPLETE LOSS OF THE SENSES	40		
3		30		
4	One eyeball or sight in one eye  Both eyeballs or sight in both eyes	100		
5	Hearing in one ear	30		
6	Hearing in both ears	60		
7	ŭ	50		
,	7 Tongue and sense of taste together  COMPLETE LOSS OF THE ORGANS			
8	Loss of a pulmonary lobe	50		
9	Loss of the spleen	 15		
10	Loss of one kidney	20		
11	Loss of both kidneys	50		
12	Loss of the stomach	20		
13	Loss of the small or large intestine (over 50% of the organs' length)	20		
14	Loss of the liver (over 50% pf the parenchyma)	20		
17	LOSS OF EXTREMITY OR CONTROL OF INDIVIDUAL EXTREMITIES	20		
15	Upper extremity at the shoulder joint	70		
16	Upper extremity above the elbow joint and below the shoulder joint	65		
17	Upper extremity below the elbow joint and above the wrist	60		
18	Upper extremity below or at the level of the wrist	55		
19	Lower extremity above the mid-thigh	70		
20	Lower extremity below the mid-thigh and above the knee joint	60		
21	Lower extremity below the knee joint and above the mid part	50		
22	Lower extremity below the mid-calf and above the foot	45		
23	Lower extremity — the foot at the ankle joint	40		
24	Lower extremity — the foot excluding the heel	30		
	LOSS OF FINGERS/TOES (partial loss means the loss of a fragment of bone)			
25	Complete loss of the thumb	20		
	FRACTURES	<del>-</del>		
26	Fractures of the bones forming the pelvis, bones of the hip (except for isolated fractures of the pubic bone or the ischium, or the coccyx), within the hip (acetabulum, proximal epiphysis of the femur, trochanters, suband trans-trochanteric fractures)			
	a) comminuted open fracture	25		
27	Fractures of the humerus/femur			
	a) comminuted open fracture	15		
28	Skull base and vault fracture, scapular fracture			
	a) comminuted open fracture	15		
	DISLOCATIONS AND SPRAINS			
29	Dislocations of the thoracic spine	20		
30	Dislocations of the lumbar spine	15		
31	OTHER INJURIES			

32	Loss of skull's bone tissue throughout its thickness	
	a) on the surface of at least 6 square centimetres	30
	b) on the surface from 3 to 6 square centimetres	20
33	Loss of the teeth – at least ½ of the crown	1
34	Loss of the ear	
	a) loss of one auricle	15
	b) loss of both auricles	25
35	Damage to the larynx resulting in the need to permanently use a tracheal tube and	
	a) voice disorders	30
	b) complete aphonia	60
36	Loss of the whole nose	30
37	Loss of a mandible	50
38	Damage to the lungs and pleura	
	a) with permanent respiratory disorder confirmed with spirometry and gas monitoring examination	25
39	Damage to the heart	
	a) with efficient cardiovascular system	15
	b) leading to circulatory insufficiency	40
40	Damage to the sphincter resulting in permanent faecal incontinence	30
41	Damage to the bladder or urinary tract resulting in urinary incontinence	20
42	Loss of the penis	40
43	Loss of one testicle or ovary	20
44	Loss of the uterus	40

Physician: shall mean a person who is legally qualified to practice medicine; doctor of medicine.

**Residence**: Your fiscal home, situated in Your country.

**Rental Agreement**: shall mean the contract for hire of a **Lime** Unit entered into by a Customer and the Local Policyholder.

Third Party: a natural or legal person, other than the Beneficiary.

## Unauthorised Use shall mean:

- the use of a Lime Unit by anyone other than a Beneficiary. For example, use following theft of the Lime Unit or through the improper use of a Customer's log-in credentials for the Lime Application; or
- (ii) Commercial Use of the Lime Unit.

# B2. Definition of insurable persons

**Beneficiary** or **Beneficiaries** or **You** or **Your** shall mean: an individual Customer(s) and any other person with a Customer's permission who:

- (i) rents a **Lime** Unit for personal transportation purposes in a Territory pursuant to the relevant local Rental Agreement and
- (ii) is of the minimum age required by local laws or regulations to ride the **Lime** Unit in that Territory, but is at least 18 years of age; and
- (iii) any other Permitted User.

Child(ren): child(ren) or grand-child(ren) dependent on You or Your Spouse, living with you.

**Entitled Person**: in descending order of priority

- the person the Beneficiary has designated in his/her will as the Entitled Person;
- (ii) Spouse (in the absence of a designated Entitled Person);
- (iii) Children in equal parts (in the absence of the Spouse);
- (iv) parents in equal parts (in the absence of the Children and Spouse);
- (v) siblings in equal parts (in the absence of the parents, Children and Spouse); or
- (vi) distant statutory heirs in equal parts (in the absence of the aforementioned persons).

Permitted User: means any individual person that:

- (i) uses a **Lime** Unit with the explicit consent of a Beneficiary that has rented such **Lime** Unit under a Rental Agreement; and
- (ii) is of the minimum age required by local laws or regulations to ride the **Lime** Unit in that Territory, but is at least 18 years of age.

**Spouse**: Someone You are living with (as if you are married or in a civil partnership with them) for at least six month.

#### B3. Definition of insurance events

**Road Accident**: a sudden event neither expected nor intended by the Beneficiary and which first occurred or commenced at an identifiable specific time during a Covered Period which results in damage or injury and where a proof of such event is available (e.g. police report).

**Injury caused by Road Accident**: physical injury resulting in a Permanent Disability and caused by a Road Accident.

**Death caused by Road Accident**: death caused by a Road Accident or death following the Road Accident being the direct consequence of the Road Accident.

# C. Summary of insured persons

This Insurance Policy insures certain persons against certain events.

# C1. What persons are insured?

Insured person(s)	* <b>√</b>	
You – Beneficiary	✓	
Third Party	×	

## C2. What events are insured?

Insured event(s)	<b>x</b> ✓
Permanent disability caused by Road Accident	✓
Death caused by Road Accident	<b>✓</b>

# D. Geographic scope of coverage

The coverage under this Insurance Policy is valid in Israel only.

# E. Insured amounts, limits, conditions

## **Table of Limits and Conditions:**

PERSONAL ACCIDENT INSURANCE					
Benefits	Covered up to	Conditions and limits			
Payment of a capital sum in case of death	Lump sum NIS 100,000	Death arising from a Road Accident			
Payment of a capital sum in case of Permanent Disability	Lump sum up to NIS 100,000 Sum determined by degree of disability according to the Permanent Disability Table	Above threshold of 15% disability arising from a Road Accident			

#### F. Benefits

Insurer reserves the right to check the validity of the cover, the eligibility of the Beneficiary and the proof of the occurrence of a covered event.

#### Our benefits are provided when:

- You have been injured following a Road Accident which results in Permanent Disability
- You die following a Road Accident.

In any case You should, prior to contacting Us, take all the necessary medical steps to ensure that Your condition is stable. When You submit a claim to Us, we will ask for supporting documentation to prove the validity of Your claim. In accordance with applicable privacy laws, our medical doctors can ask for Your medical file and any supporting documentation.

# F.1 Payment of a capital sum in case of death

Limits and conditions are listed in section E. (Insured amounts, limits, and conditions).

In the event of death of the Beneficiary as a result of a Road Accident while using a **Lime** Unit, We guarantee the payment of a capital sum, as provided for in the Table of Limits and Conditions, to the Entitled Person.

Death must be the direct consequence of the Road Accident, the proof being incumbent on the Beneficiary or the Entitled Person who must, in particular, establish the fortuitous circumstances of the event.

Any indemnities that may have been paid before the death, under the heading of Permanent Disability (see clause below), resulting from the same Road Accident, will be deducted from the death benefit.

# F.2 Payment of a capital sum in case of Permanent Disability

Limits and conditions are listed in section E. (Insured amounts, limits, conditions).

In the event of Permanent Disability resulting from a Road Accident while using a **Lime** Unit, We guarantee the payment of a capital sum, the amount of which is calculated as follows:

# 1. <u>Determination of the Beneficiary's Permanent Disability Degree</u>

A Physician determines, after Consolidation of the Beneficiary's injuries, his Permanent Disability Degree, with reference to the Permanent Disability Table.

The Beneficiary may be assisted, at his own expense, by a Physician of his choice.

The Beneficiary undertakes to communicate to Us all information that we may reasonably request in order to determine his Permanent Disability Degree.

In the event of disagreement on the conclusions of the expertise, the following provisions shall apply.

The causes and consequences of the claim shall be estimated by mutual agreement. Failing this, the claim shall be estimated by an amicable third party expert appraisal. The fees for such appraisal shall be shared equally between the parties.

If the parties fail to agree on the choice of the third party expert, the appointment shall be made by the local court of the Beneficiary's place of Residence.

This appointment shall be made on a simple request signed by the Insurer or by one of the parties only, the other having been summoned by registered letter.

If the **beneficiary** has provided us with an opinion according to which the National Insurance Institute determined his **permanent disability** as a result of the same **road accident**, this opinion will be applied in the settlement of his claim, including for the calculation of the indemnity amount, unless we have findings which contradict the opinion of the National Insurance Institute.

## 2. Calculation of the capital

The indemnity which is paid to the Beneficiary corresponds to the payment of a capital sum proportional to the Beneficiary's Permanent Disability Degree. It is calculated by multiplying the maximum limit of cover shown in the Table of Limits and Conditions by the Beneficiary's Permanent Disability Degree, provided that:

- the Permanent Disability Degree is strictly greater than 15%,
- no indemnity shall be paid if the Permanent Disability Degree is less than or equal to 15%,
- in any event, the Degree of Permanent Disability may not exceed 100%.

For example, if the Beneficiary's Permanent Disability rate is 25% and the maximum limit of cover is NIS 100,000, the Beneficiary will be entitled to NIS 25,000.

# G. Exclusions

- Any Unauthorized Use of a Lime Unit
- Any accident that is not a Road Accident
- Any Use of a Lime Unit by a Customer below the minimum age required by local laws or regulations to ride the Lime Unit in that Territory, or by a Customer below the age of 18
- Any Use of a Lime Unit where the maximum speed of the Lime Unit is higher than the locally regulated maximum speed
- Any Use of a Lime Unit where passengers are being carried
- Suicide and attempted suicide or the consequences of attempted suicide of You or any other Beneficiary
- Road Accident caused intentionally by a Beneficiary resulting from his/her: participation in a crime, an offense or a fight, except in cases of self-defence,
- Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent
  - a) resulting from,
  - b) arising out of,
  - c) or relating

to any Pandemic outbreak (including the Covid-19 virus).

- Specified Excluded Perils: arising out of or in connection with:
  - a) civil commotion, riot, labour disturbances or public disorder or attempt thereat;
  - b) war (whether declared or not), or war-like acts or attempt thereat;
  - military uprisings, usurped power, rebellion or revolution or attempt thereat, or action taken by governmental authority in hindering or defending against any of these:
  - d) any act or attempt of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the liability or any action taken in controlling, preventing or suppressing Terrorism; or
  - e) flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.

## H. Communication

Please use the following details to contact us:

- a) Through the Lime Application or Website <a href="https://www.li.me/en-us/insurance-docs">https://www.li.me/en-us/insurance-docs</a>
- b) Notification on claim: <a href="mailto:accident@li.me">accident@li.me</a> and/or <a href="mailto:tvilime@shomera.co.il">tvilime@shomera.co.il</a>

#### I. General Conditions

## I.1 Fraudulent Claims

In the event that a fraudulent claim is made under this Policy by or on behalf of a Beneficiary:

- the Insurer may recover from the Beneficiary any sums paid by the Insurer in respect of the claim; and
- b) in addition, the Insurer may by notice to the Beneficiary treat the Policy as having been terminated with effect from the time of the fraudulent act solely in relation to that Beneficiary.

# I.2 Applicable law

The governing law of this Insurance Policy is the law of Israel and all communications and documentation in relation to this Insurance Policy will be in English, and in local language.