



Smart Consumerism

Know Your Rights for
Consumer Protection

הרשות להגנת הצרכן ולסחר הוגן
Consumer Protection and Fair Trade Authority



משרד העלייה והקליטה
Ministry of Aliyah and Integration



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Smart Consumerism

Know Your Rights for Consumer Protection

Introduction

The Consumer Protection and Fair Trade Authority together with the Ministry of Aliyah and Integration are happy to present to you information about your consumer rights for consumer protection. This information will assist you as consumers to assert your rights, to manage smart and fair consumerism in a variety of consumer areas. This will also expand your awareness of attempts to harm consumer rights and of actions that mislead consumers and assert unfair influence in various areas of consumerism, including the area of finance.

The Consumer Protection and Fair Trade Authority is an independent intergovernmental authority. It acts to promote fair trade in all forms of marketing and selling on the basis of balancing the economic interests of the consumer vis-à-vis those of the business, while granting protection to the consumer and empowering him opposite the business. The actions are intended to increase informed consumption, enhance competition and reduce the cost of living.

The Authority is the regulator responsible for the provisions of the Consumer Protection Law and acts in a number of capacities:

- Investigating companies and businesses that are suspected of violating the consumer protection law. If it turns out that they indeed violated the law, then it acts by submitting an indictment against them or imposing administrative sanctions.
- Responding to public inquiries on consumer issues via a designated service center.
- Assembling the legislation on consumer issues.
- Raising awareness of the law, and promulgating it among businesses and consumers.

The Authority acts in all consumer areas (excluding banking and insurance, which by law are not within the Authority's competence) such as retail, communications, vehicles, real estate, home maintenance, ecommerce, marketing medical products, tourism, etc.

The Authority protects the public from attempts to harm consumer rights. In the framework of its activities, it also succeeds in mitigating the harm done by telemarketing particularly to the elderly population. The Authority is now vigorously working to protect the public from misleading consumers and unfair influence in the financial sector.

For any inquiry, request or complaint related to this information, the Consumer Protection and Fair Trade Authority could be contacted in the following ways:

Telephone: 073-3717777 | **Fax:** 073-3717790

Available by phone: Sun., Mon., and Wed.

Between 9:00 – 13:00

To submit an online complaint: <https://fta.gov.il/complaint>

The information in this booklet is provided by the Israel Consumer Protection and Fair Trade Authority. The Israel Consumer Protection and Fair Trade Authority also provided the translation to English.

Cancellation of a Brick-and-Mortar Transaction

A brick-and-mortar transaction is a transaction conducted face-to-face on the business's premises.

Cancellation Right in a Brick-and-Mortar Transaction

In a brick-and-mortar transaction, the consumer has the right to cancel granted by the Consumer Protection Law and the Regulations for Cancelling a Transaction, under the following conditions:

1. The price of the product is more than NIS 50.
2. The consumer who purchased the product did not damage or use it. Returning a product in its original packaging would be sufficient proof that the product was not used.

A consumer may cancel transactions for the purchase of **the following products** within 14 days of receiving the product provided that the consumer returns the products to the business and the products are not damaged and were not used: furniture, home and garden equipment (excluding unpackaged utensils), electrical appliances, products in original packaging not opened, products ordered and not yet delivered, water purifier and mineral water dispenser.

The business shall display on its premises a notice specifying its policy regarding the return of undamaged goods.

Please Note:

- ✓ Opening the original packaging itself, would not be considered use or damage to the product, unless proven otherwise.
- ✓ Connecting the product to electricity, gas or water would be considered, for this purpose, use of the product.
- ✓ Returning the product to its original package would be sufficient proof that it was not used.
- ✓ An electrical product that costs more than NIS 150 is under the manufacturer's warranty for the first year since its purchase (without any additional payment). The manufacturer is responsible for repairing any defects discovered in the product during the warranty period, at no cost, including replacement of the product, in whole or in part. If the defect occurred after the purchase (due to improper use or if the product got wet or broken and the like), the manufacturer will not be responsible for repairing the damage.



A consumer may cancel transactions for the purchase of **clothing and footwear** from the date of purchase (excluding the day of purchase itself) until the end of two days (other than rest days) thereafter, as long as the price tag has not been removed.

A consumer may cancel a transaction for the purchase of **jewelry** that costs up to NIS 3,000 from the date of purchase (excluding the day of purchase itself) until the end of two days (non-rest days) thereafter.

A consumer may cancel a transaction for the purchase of a **car from an importer** within 14 days from the date of purchase, provided that the car was not registered in the consumer's name.

A consumer may cancel transactions for the purchase of **vacation or recreation services in Israel and registration for classes and courses** (excluding a psychometric course which has a separate law) within 14 days from the day the transaction was concluded (not including the day of the transaction), as long as the cancellation is made at least 14 days (non-rest days) before the date of commencement of service.

Please Note:

One cannot cancel transactions of accommodation, travel, leisure and entertainment services that are carried out fully outside Israel, including a connecting flight to a flight departing from Israel provided through another airline and a flight that is carried out entirely outside Israel. The business must disclose to the consumer the cancellation terms of the transaction from the service provider outside Israel.

A consumer may cancel **fixed-time transactions** (when the begin date and end date are known) within 14 days from the closing of the transaction or from the date of receipt of the written contract (whichever is later), whether or not the service has already begun: cosmetic and aesthetic services,

long-term vacation (more than a year), membership or enrollment in a discount club, wired and cordless phone services, internet services, membership to a gym or health club, membership in a dating and matchmaking club, membership in lotteries and gambling.

If the business does not return the money or does not cancel the payment, the consumer may file a suit in the small claims court for damages of up to NIS 10,000 shekel (subject to the discretion of the court) without the need to prove harm.

Limitation of the Cancellation Right

Cases Where the Abovementioned Cancellation Right Does Not Apply

- Furniture assembled in the consumer's house.
- Custom-made products (such as custom-size furniture or special requirements) - the right to cancel applies up to 3 days from the date of the transaction, and after 3 days - if production has not yet begun. If measurements are required at the consumer's home after the transaction is made, 3 business days will be counted from the date of the measurements, and in any case no later than the date of assembly.

Products that by Law May Not Be Returned

- Food products.
- Medicines and dietary supplements.
- Perishable products such as flowers.
- Information as defined in the Computers Law, 5755-1995.
- Products that can be recorded, reproduced or duplicated, that the consumer opened their original packaging, such as computer games.
- Undergarments including swimwear.
- Gas, as defined in the Arrangements in the State Economy Law (Amendments to Legislation), 5749-1989.
- A piece of jewelry for which the price paid is higher than NIS 3,000, excluding watches.

Ways for Cancellation of a Brick-and-Mortar Transaction

In cases where the consumer is entitled to cancel the transaction according to the Consumer Protection Law or according to the contract, he may cancel it in the following ways:

- **Orally - by telephone or by oral notice at the place of business**, except if the law established that cancellation of the transaction must be done by a written message.
- **By registered mail.**
- **By e-mail.**
- **By facsimile**, if the business has a facsimile machine.
- **By internet** - in a transaction that can be concluded with the consumer through this means.

The cancellation will be made by presenting an invoice or cash register receipt or replacement note indicating the actual execution of the transaction.

Cancellation Fees

A consumer who cancels a transaction is required to pay a cancellation fee. The cancellation fee is fixed for all types of transactions: 5% of the transaction or NIS 100 - whichever is lower. In the following cases, the business cannot charge a cancellation fee: a defect in the product, any discrepancy between the product or service and the details provided, failure to deliver on time.

Do's and Don'ts

- ✓ Before purchasing a product, find out your rights according to the law and regulations that give you the right to cancel.
- ✓ Find out the business's policy regarding cancellation or replacement of products that the Cancellation Right does not apply to, before you make the purchase.

- ✓ Take advantage of the fact that you are in the store (in a face-to-face transaction), and ask the seller's help to explain the product features, instructions for use, etc.
- ✓ Keep proof of purchase, such as an invoice, receipt, cash register receipt or replacement note indicating the actual execution of the transaction.
- ✓ When purchasing non-cancellable products, such as medications and supplements or products that are not packaged in original packaging, be especially careful about understanding the product and its features, and make sure that it is the product you intended to purchase.
- ✓ Do not wait until the last minute to redeem credit vouchers - they are often forgotten.

Q&A

Question:

On Sunday, Roni purchased a scarf at a clothing store for NIS 80. That week, on Thursday, she returned to the store to cancel the transaction, and the seller was willing to give her a store credit, but not a cash refund. Did the seller violate the law?

Answer:

No. The seller acted lawfully. Clothing items can be returned within two days from the date of the transaction. If the business policy does not allow the return of products after two days, Roni has no right to a refund.

Question:

Lior bought an electric kettle at a store near his house for NIS 100. Lior did not use the kettle but opened its packaging. A week later, Lior decided he wanted to cancel the transaction. The seller agreed to cancel the transaction, but demanded that Lior pay a cancellation fee - 5% of the transaction value. Lior claimed that the seller violated his lawful right to cancel. Who is right?

Answer:

In the case described, the seller is right. Although Lior may cancel the transaction because the product was not connected to electricity and the transaction was canceled within less than 14 days of the purchase, the seller may still charge Lior a cancellation fee - 5% or NIS 100 (whichever is lower).

Distance Selling Transaction

What is a Distance Selling Transaction?

A distance selling transaction is a transaction that is carried out without the physical presence of both parties - via internet, mail, telephone, fax, radio, television and other platforms. The contract in a distance selling transaction is made as a result of distance marketing, i.e. a business contacting the consumer via internet, mail, telephone, fax, radio, television and electronic communications of any kind, including publishing catalogs or ads and the like.

Details that the Business Must Disclose to the Consumer When Marketing

- ✓ Name, ID number, address of the business in Israel and abroad.
- ✓ Main features of the product or service.
- ✓ Price of the product or service, terms of the payment that apply to the transaction and the date and method of the supplying of the product or service. The total price must be displayed to the consumer before concluding the transaction. The period during which the offer is valid.
- ✓ Information regarding any warranty for the product or service.

In addition, the business must inform the consumer about the following details, before supplying the product or service

- ✓ The methods/ways and terms/conditions under which the consumer may cancel the transaction.
- ✓ The manufacturer's name and how the product is manufactured.
- ✓ Any other material detail in the transaction.



Cancellation Right in a Distance Selling Transaction

Cancellation of Product Consumption Transactions

1. A consumer may cancel a distance selling transaction within fourteen days from the date of closing the transaction or the date of receiving the document containing the details of the transaction, whichever is later.
2. Use of the product does not prevent the consumer of the right to cancel the transaction.
3. The business shall refund the consumer, within 14 days of receiving the cancellation notice and must provide him with a copy of the notice for the cancelled charge.
4. If the consumer received the product, he must return it to the business.

It is important to note that it is **the consumer's** responsibility to return the product to the business when cancelling a transaction, except when the product arrived defective.

Transactions for the Purchase of the Following Products are Non-Cancellable:

- Perishable products (products that their value will be lost by the time they are returned to the business), such as food that can spoil, medicine and newspapers.
- All information as defined in the Computers Law, 5755-1995.
- The Cancellation Right applies to custom-made products (sizes or special requirements) until 3 days from the date of the transaction, and after 3 days – if production has not yet begun.
- Products that can be recorded, duplicated or copied, whose packaging has been opened.

Canceling a Transaction for the Provision of Services

The transaction can be canceled within 14 days from the date of closing the transaction or from the date of receiving the disclosure document, whichever is later, provided that the cancellation is made at least 2 days (non-rest days) prior to the date the service is to be provided. When the transaction is cancelled after the service has begun, the consumer must pay the relative consideration for the service already provided.

Cancellation of Transactions for Accommodation, Travel, Leisure or Recreation Services

The transaction can be canceled within 14 days from the date of closing the transaction or from the date of receiving the contract or disclosure document, whichever is later, provided that prior to the date of the service there are more than 7 non-rest days.

Canceling Distance Selling Transactions – For Senior Citizens, New Immigrants and People with Disabilities

The right to cancel transactions for senior citizens, new immigrants and people with disabilities is within 4 months from the date of the transaction or from the date receiving the disclosure document from the business, whichever is later. The Cancellation Right applies to products and services purchased by members of one or more of these populations.

For example, if a new immigrant purchased for himself and his son airline tickets, and wanted to cancel them within the time period mentioned above (until 4 months from the date of purchase), the amount paid for the tickets should be refunded with a deduction of a 5% cancellation fee or NIS 100 (as described below) for each ticket, whichever is lower.

A "new immigrant" for this purpose, is someone who was given an Immigrant's Certificate or a Certificate of Eligibility for Immigration from the Ministry of Aliyah and Integration less than 5 years before.

Clarifications:

- ✓ Use of the product does not prevent the consumer from the right to cancel the transaction.
- ✓ The abovementioned does not prevent the business from suing the consumer, if the business suffered damage for any depreciation of the product as a result of significant damage to its condition.
- ✓ The business shall refund the consumer, within 14 days of receiving the cancellation notice and must provide him with a copy of the notice for the cancelled charge. If the consumer received the product, he must return it to the business.
- ✓ When cancelling a transaction, **the consumer** is responsible to return the product to the business, except in the following instances, where the responsibility for returning the product is on the business:
 - The cancellation is due to a defect in the product.
 - Inconsistency between the product or service and the details given to the consumer.
 - Failure to provide the product or service at the time specified in the contract.

If the business does not return the money or does not cancel the charge, the consumer may file a suit at the small claims court for damages up to the amount of NIS 10,000 (subject to the discretion of the court) without the need to prove damage.

Ways to Cancel a Distance Selling Transaction

The business shall allow the consumer to cancel the transaction by a cancellation notice, that the consumer could give in each of the following ways and in accordance with the contact details that the business gave the consumer:

- **Orally - by telephone or by oral notice at the place of business**, except if the law established that cancellation of the transaction must be done by a written message.

- **By registered mail.**
- **By e-mail.**
- **By facsimile**, if the business has a facsimile machine.
- **By internet** - in a transaction that can be concluded with the consumer through this means.

Cancellation Fees

Similar to a brick-and-mortar transaction, distance selling transactions also entails the consumer to pay a cancellation fee: 5% of the transaction or NIS 100 – whichever is lower. In the event of a defect in the product, a discrepancy between the product or service and the details provided or a failure to deliver on time, the business may not charge a cancellation fee.

Do's and Don'ts

Do!

- ✓ Carefully choose the website that you order from: insure its credibility, consult friends, find user reviews and do not hesitate to contact its customer service and ask questions.
- ✓ Compare prices before purchasing the product.
- ✓ Check the website's policies for returns, exchanges and cancellations, both Israeli and foreign websites.
- ✓ Save the proof of purchase! Both for the benefit of the warranty and for the benefit of an additional purchase.
- ✓ Online transactions usually include terms and conditions, terms of use or end user license agreements that regulate the relationship between businesses and consumers. These terms include provisions on various topics, from the terms of the sale or licensing to the protection of privacy, jurisdiction and more. It is recommended not to automatically click on consent without reading and understanding all of the terms.
- ✓ Please note that your personal information has immense economic value, and the business usually saves it; it is therefore important to read and understand how this

information will be used before approving and agreeing to the collection and use of the personal information.

- ✓ It is important to check if the website has customer service or an address to contact them in case of a question or problem concerning the transaction.
- ✓ When purchasing products, consider the tax rules that apply in the country and carefully check the shipping costs, if any.
- ✓ Check carefully that there are no accompanying payments that were not specified when the transaction was displayed.
- ✓ Make sure what sizes are right for you before buying clothes; use conversion calculators if necessary and measure yourself with a measuring tape.

Do Not!

- ✓ In online transactions, do not immediately skip to the payment before examining the components accompanying the payments.
- ✓ Do not give out credit card information on websites that look suspicious or questionable.
- ✓ Do not forgo documents relevant to the transaction, such as an invoice, contract or warranty agreement - the business is obligated to provide them to you also in distance selling transactions.

Q&A

Question:

Amir purchased a mobile phone through a website. The device was intact and worked properly. After a while, he saw on the site another device with improved features at the same price that he had bought his device. Amir complained about a breach in the obligation of disclosure in a distance selling transaction, and

claimed that the business should have given him the information about the additional model of the phone as well. Is Amir right?

Answer:

No. The business is obligated to provide the consumer with information about the product or service he has requested to purchase, and not to offer him other products or services.

Question:

Kalanit purchased a television through a website. The television was delivered about a week later. Kalanit opened the package and connected the television to the electricity, but then decided that she regrets the purchase and would like to cancel it. Kalanit claimed that since the transaction was made by distance selling, she could cancel it without any cost. Is Kalanit right?

Answer:

A distance selling transaction can be cancelled within 14 days even if the product was used. Still, Kalanit must pay the cancellation fee (5% of the transaction price or NIS 100, whichever is lower). Similarly, Kalanit must physically return the product to the business at her own expense.

Warranty and After-Sales Service

Warranty Period

Warranty and after-sales service regulations apply to manufacturers, importers, wholesalers or retailers of the following products: new electrical, electronic and gas products, including mechanical and electrical mechanisms in furniture, as long as the price of the products is higher than NIS 150. The warranty is for a period of one year from the date of delivery of the product to the consumer.

Exception: The warranty period for an electric heating boiler is 4 years (for the heating element, for the thermostat, including differential, for the pump in a solar powered system, for the mixing tap and for the scale filter - one year).

The manufacturer's obligation begins with the actual delivery of the product to the consumer. If it is a product that requires installation or guidance, the warranty will begin upon completion of the guidance or installation. This is on condition that the product was not used until the date of installation and that it was stored in proper conditions.

Manufacturer's Responsibility for Repairs

1. Repairing a defect during the warranty period means returning the product to the condition it was in before the defect. If the repair involves replacing parts, the spare parts should be original and new. If the manufacturer is unable to repair the product, he must provide the consumer with a new and identical product, of similar type and quality and of the same value, or refund to the consumer the amount he paid for it – whichever the manufacturer chooses.
2. The manufacturer must repair (by himself or through another on its behalf) any defect discovered in the product during the warranty period without remuneration. If the product must be replaced as part of the repair, the replacement will be carried out by the manufacturer, as stated, free of charge.
3. If the defect occurred after the purchase (due to improper use or if the product got wet or broken and the like), the manufacturer will not be responsible for repairing the damage.
4. After repair or replacement, the manufacturer must provide the consumer with a written confirmation detailing the nature of the replacement or repair.



Examples

1. David's washing machine broke during the warranty period. David took it to a private lab that he found through the internet, that does not have an agreement with the manufacturer or the importer, and the repair caused damage. Since David used a lab that has no connection to the manufacturer, the manufacturer's warranty will not apply.
2. Ronen purchased a robotic vacuum cleaner and turned it on every evening according to the instructions that came with it. After two months, the vacuum cleaner stopped working. Ronen took it for inspection at the manufacturer's service station, where they claimed that an internal part must be replaced and that Ronen should pay NIS 300. Ronen is not supposed to take part in the repair costs, since he used the product according to the instructions for use and the product is still under the manufacturer's warranty.

Prohibition of Deception and Exerting Unfair Influence

Prohibition of Deception

According to section 2 of the Consumer Protection Law, a business shall not take any action or omit any action that may mislead a consumer regarding any material aspect of a transaction. The business must provide the consumer with any material information regarding the purchase of a product or service offered to him. The information must be accurate and correct. This applies to face-to-face (brick-and-mortar) purchases, telephone purchases and to online purchases.

The business must supply to the consumer, before executing the transaction, information regarding the quality of the product or service that he is purchasing; its price, size, weight and shape; and the date of delivery or provision of service.

In addition, the business must explain to the consumer how to use and operate the product in order to benefit from it and in order to use it properly.



Prohibition of Unfair Influence

Section 3 of the Consumer Protection Law emphasizes that the consumer must be allowed to make a decision on whether to enter into a transaction, without exerting any means that may infringe on the freedom of engagement.

Unfair influence is, among other things, if the business:

- Restricted the consumer's ability to leave the place of business or created the impression that the consumer was limited in his ability to leave.
- Prevented the consumer from the ability to consult about entering into the transaction or about its terms.
- Conducted repeated visits to the consumer's home despite the consumer's request not to do so.
- Repeatedly contacted the consumer or his family despite the request to cease.
- Exploited the consumer's mental, psychological or physical disability.
- Exploited the fact that the consumer does not understand the language in which the transaction is conducted.
- Threatened or took any form of intimidation against the consumer or his family members.
- Provided the consumer with a product or service without the express request of the consumer.
- Created the impression that the consumer will win a prize or benefit even though there is no such prize or benefit.

"The Finance Sting" - Misleading Consumers and Unfair Influence

The phenomenon of financial stingers is an example of consumer deception and unfair influence: various entities ("stingers") promise consumers to provide certain services, and in doing so, charge each consumer hundreds and thousands of shekels for opening a portfolio, but the promised service is not provided. In other instances, there is a deception in the price of the service or the nature of the service. There are often impersonations of government bodies and normative companies in the market.

The financial sting occurs mainly in the areas of: brokering loans, providing services for tax refunds, providing a service for locating lost funds, the field of mortgages and the exercise of medical rights/benefits. The Consumer Protection Authority's intelligence activities, as well as complaints that reached the Authority's desk, revealed that there was a significant increase in "stinging" bodies and in the consumer public harmed by their activities.

In some of the cases where loan offers are given, additional large sums of money are collected from the consumer without him realizing that he has to pay them. In cases where information is given about "lost funds", it is about money that the consumer is aware of, such as pension money, and the deception causes damage to the prospective pension. At the end of the transaction, the consumer realizes in retrospect that he was persuaded do something that was effectually a withdrawal that was disadvantageous and damaging to his savings.

The phenomenon is more common among consumers who do not speak Hebrew. These sign a contract in Hebrew, while they do not understand the content of the contract because they do not speak the language.

Do's and Don'ts

Do!

- ✓ Find out online about the company offering you service, consult friends and request full details about the company: Name, Private Company ID, telephone number and address.
- ✓ If you want to locate lost funds, directly contact all the banks you have received service from, the insurance company or the pension company, and inquire if they owe you money. The use of symbols of the state or of government bodies is misleading. Remember! The state does not usually contact a citizen individually by phone.
- ✓ Keep track of your credit card charges. Perhaps you were charged a different amount than what was presented to you at the time of purchase, intentionally or accidentally.
- ✓ Try to reach the company's customer service before making the transaction. Are they available? Were you given proper service?
- ✓ Have you been assured that you are eligible for a loan or tax refunds? Ask for written proof.

Do Not!

- ✓ Do not assume that if the representative sounds trustworthy, then the company is also trustworthy. If there is doubt – have no doubt.
- ✓ Do not approve any transaction without reading the contract or terms and conditions provided by the company. Ask for full details of the transaction in writing and before payment. Make sure that what is written matches what was said orally! Have another person look over the contract.
- ✓ Do not be tempted to give your credit card information to someone who promises you the world – not even "just to check it".
- ✓ Do not commit to a transaction until you have checked if the same service is given for free

Q&A

Question:

Chedva received a phone call from a company for locating lost funds. The representative assured her that for only NIS 500 he would be able to check for her what amounts she is entitled to from old provident and pension funds. Chedva provided her credit card details for the transaction. About a month later, she discovered that the company had charged her NIS 1,500. When she tried to find out from the customer service why she was charged this amount, they answered that she did not understand the representative correctly, and that this is the price. Chedva complained about being misled. Was she really misled?

Answer:

Indeed, this is deception regarding the transaction price. Chedva was told that the cost is NIS 500, while in reality she was charged NIS 1,500.

Question:

Erez received a phone call in which he was offered to check eligibility for a tax refund. He received a contract specifying the terms of service, and agreed to the amount of the payment. Erez was clearly told that not everyone is entitled a tax refund. A few days later, an answer arrived: "From the company's inspection, it was found that you are not entitled to a tax refund." Erez complained about being misled. Was Erez misled?

Answer:

This is not deception. The company provided the service for Erez as promised and in accordance with the agreement.

Question:

Yelena received a phone call from a company for the exercise of medical rights and the representative offered her the company's services. Yelena refused, but received multiple calls. Finally, after a lot of pressure from the service representative, she agreed to

receive the service and signed a contract in Hebrew, a language she is unable to read. Yelena complained of unfair influence. Is she right?

Answer:

Multiple phone calls and the fact that Yelena does not speak the language and signed a contract that she could not read, indicate that this is unfair influence.

Who To Contact?

For all contact, requests or complaints related to your rights regarding consumer protection, you should contact the Public Inquiries Department of the Consumer Protection and Fair Trade Authority, and it will be at your disposal in the following ways:

Telephone: 073-3717777 | **Fax:** 073-3717790

Available by phone: Sun., Mon., and Wed. between 9:00 – 13:00

To submit an online complaint: <https://fta.gov.il/complaint>

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