

General terms and conditions

Bike insurance

How do you read these general terms and conditions?

All words that are angled (in italics) are explained in more detail in the glossary at the end of these general terms and conditions.

In the general provisions, you will find all the elements that apply to the entire insurance contract.

Who and what do we mean by?

YOU, POLICYHOLDER?

The natural or legal person who has concluded the insurance contract with us and pays the premium.

INSURED?

The policyholder and the authorised user of the bike

WE, INSURERS?

For the guarantee of theft and material damage: Nationale-Nederlanden Schadeverzekering Maatschappij N.V. has its registered office in Amsterdam: Prinses Beatrixlaan 35, 2595 AK 'S Gravenhage, the Netherlands.

For guarantee assistance: Europ Assistance S.A., a limited liability company (société anonyme), incorporated under French law, having its registered office at 1, Promenade de la Bonnette, 92230 Gennevilliers, France, registered in the trade and companies register of Nanterre under 451 366 405 and approved by the French supervisory authority (ACPR 4 Place de Budapest – CS 92459 – 75436 Paris Cedex 09, France) under 4021295.

This insurance is underwritten by its Irish subsidiary Europ Assistance N.V. Irish branch, whose registered office is at 4th floor 4–8, Eden Quay, Dublin 1, Ireland, D01 N5W8, registered with the Irish Enterprise Registration Office under 907089 and approved by the Central Bank of Ireland (BP 559, New Wapping Street, Dublin 2, Ireland) under C33673.

The Irish branch operates under the Irish Insurance Code of Conduct (Code of Ethics for Insurance Companies) of the Central Bank of Ireland, registered in the Republic of Ireland under 907089.

Europ Assistance S.A. delegates the organisation of the assistance services and manages the management of assistance in the event of a claim via its branch office Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, Boulevard du Triomphe 172, 1160 Brussels,

INSURANCE INTERMEDIARY?

Qover SA, insurance intermediary under Belgian law, unrelated insurance agent entered in the register of insurance intermediaries of the Financial Services and Markets Authority (FSMA, Belgium) under 115284A. Registered office: Handelsstraat 31, B-1000 Brussels, Belgium – RMP Brussels – BTW BE 0650.939.878 – www.Qover.com. Qover is subject to supervision by the FSMA, Congresstraat 12-14, B-1000 Brussels, Belgium.

MANUFACTURER?

The company that has made the insured bike.

RETAILER?

The company or natural person who sells the insured bike.

THIRD PARTY?

Any person other than you (insured or policyholder), us, the insurance intermediary or the manufacturer.

AUTHORISED USER/USER?

The person who uses the insured bike and who is either the policyholder or the person who uses the insured bike with the policyholder's consent.

BIKE/INSURED BIKE?

A two or three-wheel vehicle which can be moved only by muscular effort (with or without a mechanical auxiliary motor) and can remain so, provided that the speed of the auxiliary motor does not exceed 25 km/h, if applicable. We do not believe that the effectiveness (autonomous steering up to 10 km/h) is such as to alter the general character of the bike.

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A. General Provisions

1. How do these Parties relate to each other?

The *insurance intermediary* is responsible for the sale of the *insurance contract*.

The *insurer* takes care of the administration, as well as the settlement of any claims and can fully or partially outsource this to the *insurance intermediary* and the claims handler.

The *insurer* is responsible for the insured performance.

2. What is insured?

The insured bike is the bike specified by the policyholder in the policy schedule.

The *policyholder* is insured for damage due to theft, material damage or assistance during the cover period, according to the subscribed coverages stated on your policy schedule.

The overview of the insured cover is set out in the *policy schedule*.

3. What two- or three-wheelers cannot be insured?

- Speed pedelecs (Bikes with an autonomous motor and a speed >25 km/h)
- Pocket bikes
- Steps (electrical or not)
- Any vehicle equipped with an internal combustion engine.

4. How can you contact us about your insurance?

You can *reach us* by phone between 9 a.m. and 4 p.m. on + 31 20 532 07 05 or email contact@qover.com.

Correspondence can be sent to Qover N.V., Handelsstraat 31, 1000 Brussels, Belgium.

Qover records all communication, including telephone calls, in order to improve the quality of the service and for training reasons.

5. What to do in case of theft and/or material damage?

In case of damage, the *Insurance intermediary* is the point of contact. He can be reached by telephone on the number + 31 20 532 07 05 from Monday to Friday from 9 a.m. to 5 p.m.

You can also use the claim form available at <https://www.qover.com/claims> or email claims@qover.com.

For opening a new claim, *you* will need to send us all useful information in writing or digitally.

Further on in these *general terms and conditions*, we give more information on what *you* should do in case of a claim.

6. What should you do if you need urgent assistance?

Contact Europ Assistance immediately on +31 20 532 07 06 or by email at help@europ-assistance.be. Available 24 hours a day, 7 days a week.

Please provide us with the following information:

- Policy number
- Name and address of the *insured person*
- The telephone number on which we can reach *you*
- The circumstances of the claim and all useful information to help *you*.

We will pay the cost of your first telephone call made abroad to reach us and the cost of any other telephone calls we explicitly request, provided that the Assistance is covered by the policy.

We cannot be held responsible for delays, negligence or obstacles in the provision of aid if they cannot be blamed on us or if they are the result of force majeure.

For an application for the reimbursement of covered costs:

By post:

Europ	Assistance	Belgium
Claims Department		
Avenue	Triumph	172
1160 Brussels		
Belgium		

By email:

claims@europ-assistance.be

Do not forget to mention the number of your bank account.

7. Are you not satisfied?

Do you wish to make a complaint?

If you have a complaint about the Insurer regarding the theft or material damage:

You can submit a written complaint about this insurance contract to our Complaints Desk via www.nn.nl.

If you are not satisfied with the handling of the complaint, you can submit it to the Financial Services Complaints Institute (KIFD, Stichting Klachteninstituut Financiële Dienstverlening), PO Box 93257, 2509 AG The Hague or via www.kifid.nl.

In addition to submitting a complaint to *our* complaints service, *you* have the right to bring *your* case before a court of law. However, if *you* choose to submit the complaint to the KIFID for binding advice, you will no longer be able to submit your complaint to the judgement of a court of law.

If you wish to complain about the assistance cover:

You can lodge a complaint with Europ Assistance Belgium for the attention of the Complaints Officer, Triomflaan 172, 1160 Brussels.

Email: complaints@europ-assistance.be.

Telephone: + 32 2 541 90 48 from Monday to Thursday from 10 a.m. to noon and from 2 p.m. to 4 p.m.

If you wish to complain about the insurance intermediary:

You should first write to the mediation service of QOVER N.V., Handelsstraat 31, 1000 Brussels (Belgium), or to mediation@qover.com, or by telephone on + 31 20 532 07 05. Within 3 (three) working days after receipt of *your* complaint, *you* will receive written confirmation. *You* will receive a definitive answer to *your* complaint in writing within 1 (one) month after receiving *your* complaint.

If you are not satisfied with the handling of the complaint, you can submit it to the Financial Services Complaints Institute (KIFD, Stichting Klachteninstituut Financiële Dienstverlening), PO Box 93257, 2509 AG The Hague or via www.kifid.nl.

We will record all communication, including telephone calls, to improve the quality of services, for training or for purposes. We also do not use it for any other purposes.

8. How can you (Policyholder) change the insurance contract?

You can change your *insurance contract* (e.g. change contact details) at any time.

You can reach the *insurance intermediary* for this purpose on + 31 20 532 07 05 or email contact@qover.com.

The following points are important here:

1. If anything changes in your data shown on the *policy schedule*, then you must immediately report it to us
2. We assess changes in the same way as when applying for a new *insurance contract*. Due to a change, the *premium* may become higher or lower. It is also possible that we do not accept the change or that we terminate the *insurance contract*.

9. How can we change the insurance contract?

If we change the rates or conditions for insurances or coverages, we may also adjust your insurances or coverages to those new rates or conditions. We will let you know in advance.

10. How is your insurance contract structured?

Your insurance contract consists of two parts.

1. The general terms and conditions (this document). These describe what *damages* we cover, what *damages* are excluded and which are your and our obligations.
2. The *policy schedule* contains the data specific to you. Information in the *policy schedule* takes precedence over the general terms and conditions. This document will be sent to you at the time of the signing, amendment and annual renewal of the insurance contract.
3. Possible additions and clauses applicable to your insurance contract.

11. Suspensive condition

It may be prohibited for the *insurer* to conclude an *insurance contract* with you (under national or international penalty rules). The insurance contract is not concluded if you or another interested party appear on a national or international sanctions list. We will check this afterwards. Therefore a 'suspensive condition' applies. We carry out the assessment as soon as possible. If you or another interested party do not appear on a sanctions list, the contract will be valid from the effective date stated on the *policy schedule*. If a person does appear on a sanctions list, we will inform the applicant in writing. We will do this in any case within 10 days of having sent the *policy schedule*.

The suspensive condition is as follows:

The insurance contract will only be concluded if a review does not show that it is prohibited under the Sanctions Act or regulation to provide financial services to or for the:

- Policyholder
- Insured persons, co-insured persons and other (legal) persons who could benefit from the existence of the contract

- Representatives and agents of the policyholder's business
- Potential financial stakeholders in the policyholder's business.

We regularly check whether you or any other interested party in the insurance is on a national or international sanctions list. If this is the case, we have the right to terminate the insurance with immediate effect.

We render the legal provisions in as comprehensible a language as possible. If a statement in the insurance contract conflicts with the statutory provisions, the latter shall apply.

12. When does your insurance contract start?

The *insurance contract* starts on the date stated in your *policy schedule*.

In the event that your bike was delivered earlier than the agreed start date stated in your policy schedule, the coverage will be applied with immediate effect on the delivery date.

The *main expiry date* of your insurance contract remains the effective date as set out in your *policy schedule*.

13. What is the duration of this insurance contract?

The duration of this insurance contract is one year.

We can insure the bike for up to 5 years from the first sale. If you bought it second-hand, we will insure the bike up to 5 years from the date the first owner purchased it.

The insurance is renewed for periods of 1 year up to 4 more years. In case *your* insurance contract is automatically renewed, we will inform *you* about this 2 months before the *main expiry date*. You can *find* the main expiry date in your *policy schedule*.

The insurance contract will end at the renewal date after 5 years insurance or when the bike turns 6 years old, whichever comes first. We will inform you by registered letter 2 months before the cancellation.

This insurance contract will also automatically terminate after settlement of a claim for theft or for irreparable material damage (total loss), no premium reimbursement will be done as you have used your insurance contract.

14. When can the insurance contract be terminated?

Below, *you* will find an overview of when the insurance contract can be terminated.

A. When can you (the policyholder) cancel the insurance contract?

1. You can terminate the insurance contract at the *main expiry date*. You must then inform *us* in writing at least 2 months before the *main expiry date*.
2. As from the second year of insurance you can cancel the insurance contract anytime for any reason. The cancellation will take effect 1 working day after notification. If you choose to terminate the insurance contract, we will refund you the part of the premium already paid in proportion to the unexpired term of the policy, provided no claim has been paid and there are no remaining claims outstanding.
3. You may cancel the insurance contract if we change the rate or amend the general terms and conditions. We will then apply the legal provisions and deadlines here. If this applies to *you*, *we will let you know*.
4. You may cancel the insurance contract within 14 calendar days following the date when *you* have received the *policy schedule*, the general terms and conditions and the other insurance documents. This can be done without giving any reason. Termination shall take effect immediately at the time of notification. Please send the revocation form to bike@qover.com. You will receive a full refund of all premium paid provided that no claim has been made prior to cancellation.
5. If you return your bike to the manufacturer within 30 calendar days after you have received the policy, you can revoke the insurance contract. In order to do so, you must send the withdrawal form that you have

received by email to bike@qover.com with a proof that you have returned your bike. As from the moment you notify us that you have returned your bike to the manufacturer, we will terminate your insurance with immediate effect. We will provide you with a full refund of all premium paid, provided that no claim has been made prior to cancellation and we have received the withdrawal form within 30 days after you have received the policy.

B. When can we cancel the insurance contract?

- 1. We may cancel all or part of the insurance contract by the main expiry date if we consider that the risk is reasonably unacceptable to us. The number of damages can play a role in this. We will inform you at least two months before the main expiry date.**
- 2. In the event of partial cancellation, you have the right to terminate the entire insurance contract at the time of the main expiry date. You must then inform us in writing at least two months before the main expiry date.**
- 3. We may cancel the insurance contract after non-payment of the premium. If you do not pay the premium, we will send you a reminder. If you do not pay after that, we will remind you by registered letter. If you do not pay within the period stipulated therein, the insurance contract will be terminated.**
- 4. We may cancel the insurance contract within 14 calendar days of taking out the insurance if you have not sent us the photographs (for second-hand bikes or bikes older than 30 days) or the serial number.**
- 5. We may cancel the insurance contract within nine months after the death of the policyholder. The insurance contract will then end one month after notification to you.**

15. What happens to the insurance contract if you (policyholder as a natural person) die?

The insurance contract is transferred to the beneficiaries (the heirs).

The rightholders may:

1. Retain the contract
2. Cancel the contract within 9 months after the death. The insurance contract will then end 1 month after notification to *us*.

16. What happens to my insurance contract if I sell the bike insured in this insurance contract?

You will inform us if you decide to sell the insured *bike*.

The insurance contract is non-transferable, except in the event of death.

The insurance contract then ends automatically at the time of sale of *your bike*. If the risk already passes to the new owner before the transfer, this insurance contract ends automatically at that time.

The rights and obligations under the insurance contract are not transferred to the new owner.

17. Can I have my insurance contract suspended?

1. If the *bike* is claimed by the government, the *policy* will be suspended. *You* must notify us immediately.

2. If *you* no longer own the bike due to *your* own choice (e.g. sale), you cannot have the insurance contract suspended. The insurance contract must then be terminated by *you*. *You* can take out this insurance again when *you* purchase a new *bike*.

18. Are the insured amounts and the premium adjusted automatically?

For this insurance contract, the insured amounts and the premium are not indexed.

19. Where does your home address need to be for this insurance?

You (policyholder as a natural person) must be registered at an address in the Netherlands in order to be able to enter into this insurance contract.

This *insurance contract* ends as soon as *you* are no longer registered in the Netherlands.

20. Transferability

This insurance contract is non-transferable except in the event of the death of the *policyholder*.

21. What do we mean by the insured bike in the context of this insurance?

The insured bike is the vehicle described in the *policy schedule* which meets the following characteristics:

1. The bike in its original condition as supplied by the *manufacturer*; adjustments to the bike of a technical nature lead to possible unpredictable behaviour of the bike, which makes it no longer insured.
2. *Fixed original accessories* are standardly included in the coverage for a maximum value of €100, for so far they are firmly installed on the *bike*. All *fixed original accessories* whose value fully or partially exceeds this €100 and additional bike related *accessories* that are bought at the *initial sale* or even afterwards, are insured if their values have been specifically added within the insured limit. These *accessories* are covered for the purchase price (minus applicable depreciation), under the condition that they are firmly installed on the *bike*;
3. The bike that is less than 5 years old at the time of purchasing the insurance contract. This includes newly purchased bikes from a reseller or manufacturer, as well as second-hand bikes. The bike's age is determined based on the initial purchase invoice.

22. When can you apply for this insurance?

Theft, material damage and assistance cover will only be provided if this is explicitly stated on *your policy schedule*.

A. Theft coverage

This cover is only valid if it is explicitly stated on the *policy schedule*.

We insure 24/7 theft and damage to the insured bike caused by the (attempted) theft of the insured bike and the (attempted) theft in the event of an assault:

1. If the bike was in your locked home or in a locked private space. In this case, the bike does not need to be attached to a *fixed point*.
2. If the bike was outside or in a common area, provided that the latter was secured with an *agreed lock* by the frame at a *fixed point* and locked in accordance with the manufacturer's instructions.

Important:

1. The theft of the bike must be reported to the competent police services within 24 hours of the theft, attempted theft or assault being established.
2. In the event of theft, all keys handed over at the time of purchase of the lock will have to be delivered to us or shown on a live video.
3. If the *bike* is recovered within 14 days of the report of theft to the Police, *we insure*:
 - a. The repair to the extent that it appears possible;
 - b. If recovery is not possible, we will compensate in accordance with the total loss
4. If the *bike* is not recovered within 14 calendar days of the report of theft to the Police, we consider it definitively stolen and total loss.

We also insure, 24h/24, the theft of the battery of the insured electric bike, if it is stolen separately (i.e. if the bike itself is not stolen).

Only the batteries which are firmly attached to the bike and which can only be removed using specific tools (such as a key) are covered in the event of theft.

In addition, theft of the battery with aggression or violence on the insured is covered, if the insured has removed the battery from the insured bike.

In case of theft of the battery, we will reimburse the purchase value of a new battery of the same type and quality minus depreciation. The depreciation is 1.5% per month up to a maximum of 75% of the purchase value. We calculate the depreciation from the purchase date of the battery.

The theft of the battery must be reported to the competent police services within 24 hours of the theft.

If the battery is not recovered within 14 calendar days after the report of theft to the Police, we consider it as definitively stolen and total loss.

There is exclusion of cover for theft or attempted theft if:

1. **The *bike* was in a place accessible to the public and was either not fixed with the frame to a fixed point by means of an agreed lock, or was not locked according to the manufacturer's provisions, such as the frame lock or locking via an application.**
2. **The *bike* was in a locked common room and if the insured bike was not attached to a *fixed point* by means of the frame by means of an agreed lock, and not locked according to the manufacturer's provisions, such as the frame lock or locking by means of an application.**
3. **No report was made to the Police within 24 hours of the theft, attempted theft or assault being established.**

B. Coverage for Material Damage

This optional cover is only valid if it is explicitly stated in the *Policy schedule*.

We insure the material damage to the insured bike:

- That was caused suddenly and in an unforeseen manner, as well as the material damage to the bike that *you accidentally* caused yourself
- That was caused by *vandalism*
- That was caused by contact with an animal or by natural elements such as fire or flooding

There is exclusion of cover for material damage if there is:

1. Damage to additional *accessories* which values have not been specifically included within the insured limit, with the exemption of the *fixed original accessories* supplied by the *seller* or *manufacturer* which are insured together as a whole for up to €100.
2. Damage due to wear and tear or only due to a technical defect of the insured *bike*.
3. Damage to objects or persons other than the insured *bike*

C. Breakdown assistance in case of breakdown, accident, vandalism, attempted theft or theft of the bike

This cover is only valid if it is explicitly stated on the *policy schedule*.

The covers apply when the *bike* is immobilized on a roadway that is accessible for *our* towingservice.

1. Breakdown assistance and transport

We arrange and pay for:

- Sending a roadside service provider on site: if the breakdown service provider does not get the *bike* ready for use within an hour after his arrival, the *bike* will be towed to a repairer in the vicinity of your *residence* or *place of residence designated by you*.
- Your transport and the transport of *your* luggage:
- Either to the repairer;
- Either to your residence or place of residence;
- Either to where you need to go and then your return to your residence or place of residence.

We pay for this guarantee based on supporting documents and to a maximum of €500.

The service provider is solely responsible for carrying out this service.

We do not bear the cost of transport if we have not been called upon to do so.

2. Replacement bike

You can benefit from a replacement bike at an authorised repairer's for a maximum of 3 consecutive days during the period from the damage to the end of the bike being repaired, in accordance with the conditions below.

- Repairs should take longer than 24 hours.
- We will refund you based on proof, maximum €15 including VAT, per day, maximum 3 consecutive days.

3. Assistance in case of theft of the bike in the Netherlands

This cover applies if the *bike* is stolen while using the *bike* in the Netherlands and provided that you have taken all necessary measures to limit the risk of theft.

We organise and pay for your transport and the transport of *your* luggage:

- Either to your home or place of residence
- Or to where you need to go and then your return to *your* home or place of residence.

We will pay for this cover on the basis of supporting documents and up to €500.

If the bike is found in the Netherlands, we will reimburse the cost of collecting your bike.

4. Monitoring the Bike

When we transport the *bike*, we pay the surveillance costs from the day the transport is requested until the day the *bike* is picked up by the carrier.

5. Return and guidance of children

When *you* have taken out insurance for one of the coverages mentioned in points 2 and 3 above and *you* are accompanied by minors for whom *you* are responsible, then *we* organise and pay for their return to your *home* or *place of residence*.

6. Flat tire assistance

When a flat tyre cannot be repaired on site, *we* organise and pay for the transport of *you*, *your bike* and *your* luggage as stipulated in point 1 above.

7. Assistance in the event of loss of keys to the padlock or in the event of a locked padlock

If the padlock cannot be repaired or opened on site, *we* organise and pay for the transport of *you*, *your bike* and *your* luggage as stipulated in point 1 above.

8. Assistance to the *insured* during a transfer

Coverage must not replace the intervention of public services, such as an ambulance or fire brigade, especially in emergencies.

a. Forwarding urgent messages

In the Netherlands, *we* will send *you* urgent national messages in response to a serious insured event at our expense. *We* are not responsible for the content of these messages.

b. Early return due to hospitalisation of a family member

If a family member (partner, son, daughter, stepson, stepdaughter, father, mother) is unexpectedly admitted to hospital while *you* are on the road with the *insured bike*, *we* provide *your* transport to the hospital where the sick or injured person was transferred or to *your home* or *place of residence*.

The following cases are excluded from assistance coverage:

1. The insured events in countries excluded by section B article 5;
2. The insured events falling outside the period of validity of the policy;
3. Immobilization of the *bike* for maintenance work;
4. Repeated defects as a result of not repairing the *bike* after a previous intervention;
5. Customs duties;
6. The price of replacement parts, the maintenance costs of the *bike* or repair costs of any kind;
7. Cost of the specifications and possible disassembly of the bike;
8. Costs for meals and drinks;
9. Costs or damage in connection with a theft other than mentioned in the contract, and in particular, all costs not expressly mentioned;
10. Damage caused by a natural disaster;
11. Insured events in countries or regions which are involved in civil war or foreign war, or where security is disrupted by riots, popular uprisings, strikes or other unforeseen events preventing the execution of the policy.

D. Additional Accessories

This guarantee is only valid if you have added accessories value to the total insured value.

Fixed original accessories of the bike, as supplied by the *seller* or *manufacturer*, are standardly included in the insurance and covered for a maximum value of €100, regardless the number of accessories. *Fixed original accessories* whose value fully or partially exceeds this €100 and additional bike related *Accessories* that are bought at the initial sale or even afterwards, can be included in the insurance by specifically adding their values within the insured limit. For *Fixed original accessories* that are partially exceeding the maximum value of €100, only the remaining value needs to be included.

All *fixed original accessories* and additional *accessories* that have been specifically included within the insured limit are covered for the original purchase price (minus applicable depreciation), for so far they are firmly installed on the *bike*. The applicable depreciation compensation table is mentioned on the *policy schedule* and in article 24.

Portable bike related *accessories* (e.g. bike computers and/or navigation equipment), which are easily removable without using screwdrivers or other regular tools, are excluded from coverage in case of *theft*.

For additional *accessories* which were not bought at the *first sale* of the *bike*, and are therefore not listed on the purchase invoice, it is required for *the policyholder* to provide a proof of purchase in the event of an occurring claim.

23. What exclusions are common to all coverages?

1. If coverage of the insurance contract is suspended due to non-payment of the *premium*.
2. In the event of deliberate concealment or deliberate misrepresentation of information concerning the risk at the time of the conclusion of the insurance contract which can be imputed to the policyholder.
3. In the event of unintentional concealment or unintentional inaccuracy of certain information concerning the risk at the time of signing the insurance contract, in the event of a claim where the *insurer* provides proof that it would not under any circumstances have insured the risk, its obligation to pay compensation shall be limited to reimbursing the *premiums* paid.
4. If the *claim* is caused intentionally by the policyholder, the owner, the holder, the driver or the persons transported or their family members.
5. If the *damage* is the result of one of the following cases of gross negligence:
 - a. Riding the insured bike with a legally punishable alcohol level in the blood of the person concerned, without the use of alcohol being the sole cause of the disorder or event
 - b. Riding the insured bike in a state of intoxication or in a similar condition resulting from the use of products other than alcoholic beverages; acute or chronic use of medicines or other substances not prescribed by a physician that alter behaviour.
 - c. Apparent poor maintenance or failure to replace essential parts or have them replaced.
6. If the *damage* occurs during the exercise for or participation in a speed, regularity or agility ride or competition . Purely tourist tours are not covered by this exclusion.
7. If the *damage* occurs during betting or challenges.
8. If the *damage* arises from or is related to molestation.

Molestation is defined as

- a. Armed conflict
Any case in which States or other organised parties fight each other, or at least one another, using military force. Armed conflict is also the armed action of a United Nations peacekeeping force.
- b. Civil War
A more or less organised violent struggle between inhabitants of the same state involving a significant proportion of the inhabitants of that state.
- c. Revolt
Organised violent resistance within a state against public authority.

- d. Domestic disturbances
More or less organised acts of violence that occur in different places within a state.
 - e. Riot
A more or less organised local violent movement against public authority.
 - f. Mutiny
A more or less organised violent movement of members of the armed forces against the authority under which they are held.
9. If the *damage* is due to causes or related to atomic nuclear reactions.
- a. Atomic nuclear reactions are understood to mean nuclear reactions, regardless of how they arose.
 - b. The exclusion in respect of nuclear reactions does not apply to radioactive nuclides, which are located outside a nuclear installation and are used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that a licence issued by any State authority is in force (where required) for the manufacture, use, storage and disposal of radioactive materials. 'Nuclear facility' is understood to mean a nuclear facility within the meaning of the Wet Aansprakelijkheid Kernongevallen (Dutch Nuclear Accidents Liability Act) (Bulletin of Acts and Decrees 1979225), as well as a nuclear facility on board a ship.
 - c. To the extent that a third party is liable under any law or convention for the damage suffered, the provisions under b. shall not apply.
10. If the insured bike is claimed by the government.
11. If the insured bike undergoes any technical adjustment which would increase the (assistance) speed of the bike.
12. If the damage is the result of a manufacturing fault or any product liability on the part of the *manufacturer*, whether or not in combination with an external element.
13. Damage resulting from a quarrel, an aggression of which the insured is the instigator or initiator.
14. Damage resulting from the purely technical failure of the *Insured bike*.
15. Damage caused by terrorism.
16. Theft or attempted theft of the smartphone that locks and unlocks the *Insured Bike* via the *manufacturer's app*.
17. Any damage resulting from the use of a function that allows you to increase the speed to over 25 km/h.

We also do not insure:

- 1. Accessories, which values have not been specifically added within the insured limit, with the exception of *fixed original accessories* that are standardly included in the coverage for a maximum value of €100. Portable bike related *accessories* (e.g. bike computers and/or navigation equipment), which are easily removable without using screwdrivers or other regular tools, are excluded from coverage in case of *theft*.
- 2. Wheels or tyres if stolen separately. We will reimburse them if they are stolen together with the insured bike.
- 3. Damage other than the *damage* to the insured *bike*, such as *your* liability arising from the use of the insured *bike*, loss of income or any other consequential loss.
- 4. Aesthetic damage: such as scratches and dents, chipping or rust are therefore not covered.
- 5. Damage to the tyres.
- 6. Damage and/or theft or attempted theft resulting from embezzlement or abuse of trust.
- 7. Damage and/or theft or attempted theft by the perpetrator(s) or accomplice(s) is (are) an insured party or policyholder or are residing with or appointed by the policyholder, owner or holder of the insured *bike*.
- 8. Damage if the procedure prescribed by the *manufacturer* to lock/unlock the bike is defective and if this technical defect was known or should have been known to the user.

9. Damage caused by not being able to use the *bike* or any other consequential damage.

24. How do we compensate for the damage?

If *you* have reported the loss to the *insurance intermediary*, we will assess whether cover exists under this insurance contract. If this is the case, you must take the bike to an authorised repairer of the *manufacturer*, who will give you an estimate for the damage and the repair costs involved. Based on this estimate, we will assess whether the insured bike can be repaired or whether it is deemed Total Loss.

As part of the claim settlement process, you are obliged to follow all our instructions.

In case of repair:

If the *material damage* to the insured bike is repairable and economically justifiable and estimated by an authorised repairer of the *manufacturer*, we will reimburse the cost of this repair after deduction of the *equity risk* and transfer this amount to your bank account.

For Total Loss:

If the *material damage* to the bike cannot be repaired or if the insured bike has been stolen in its entirety and has not been recovered within 14 days following the report of the theft to the Police, we offer:

- Reimbursement in the form of a voucher valid in the online shop of the *retailer*, or
- A sum of money equal to the loss amount of the insured *bike* after application of the policy excess and depreciation.

By receiving the compensation in case of theft, *you* acknowledge to transfer the ownership of the stolen bike to the *insurer*. If the bike is found afterwards, it remains the property of the *insurer*.

In the case of an insured bike for which the repair costs are higher than the economic value, we consider economic total loss and we compensate in accordance with the provisions of this section.

No depreciation is applied to the compensation calculation during the first 36 months (3 years) of the bike. As from the 37th month, a depreciation is applied.

The minimum amount of compensation is set at 50% of the insured value. Any calendar month started is counted as a full month. The initial date to be taken into consideration is the date mentioned on the bike purchase invoice.

You will find below a table showing the compensation you will receive depending on when your bike is stolen or total loss.

DEPRECIATION COMPENSATION TABLE	
Year	Maximum compensation (Depreciation as from 37th month)
At the end of year 1	100%
At the end of year 2	100%
At the end of year 3	100%
From the beginning to end of year 4	75%
From the beginning to end of year 5	50%

When the *insurance intermediary* handles a claim you make under this policy they act as our authorised agents. This means that any valid claim *you* make with the *insurance intermediary* which is to be settled by a payment of compensation, is not deemed to have been settled until *you* have received the payment.

25. What provisions apply to the implementation of the Assistance cover?

1. Transporting the bike

We reimburse the transport costs that do not exceed the economic value of the bike at the time of reporting the damage. If this value is exceeded, we will ask for sufficient proof for the transport of the bike for the surplus, costs will be at *your* charge.

2. Provider

Within the limits of local availability, *you* have the right to refuse the service provider sent by us and to ask us to take into account your own wishes and choice of, for example, the breakdown service provider, repairer, etc. The work, repairs or services carried out by the service provider are carried out with your approval and under *your* control. For the costs of the repair and the parts that we do not reimburse, we recommend that you request an estimate in advance. Only the service provider is responsible for the services and repairs carried out.

3. Transport of the luggage

This cover applies only to your luggage for which *you* cannot take care of due to the insured event.

We decline any responsibility in the event of loss, theft or damage to your luggage when it is left behind or when it is to be carried.

4. Replacement Bike

This is ensured taking into account local availability and the opening hours of the rental shops.

You will have to complete the formalities for the receipt and return of the Replacement *Bike*. Where necessary, we will pay the transport costs to carry out these formalities.

You must comply with the general terms and conditions of the rental shop, such as the payment of a deposit, possible fines, any rental costs outside the insured period, the minimum age for renting a Replacement *Bike*, the price of the optional insurances and the amount of the excess for damages caused to the Replacement *Bike*.

5. Reimbursement of expenses

If we authorise you to advance the insured costs, these costs will be reimbursed, limited to the insured amounts on presentation of the original supporting documents.

6. Assistance on request

If the assistance cover is not insured, we will, under certain conditions, make our capabilities and experience available to help you. All costs remain at your expense.

7. Legal obligations

For the purposes of assistance coverage, you accept the obligations or restrictions arising from our obligation to comply with the laws and administrative or health regulations of the countries in which we operate.

8. Debt acknowledgement

You undertake to reimburse us within one month for services not covered by the policy and which we have promised you as an advance payment.

26. What if there is disagreement over the amount of damages?

We determine the extent of the *damage* amount together with *you*. In case of disagreement on the amount, we will agree with *you* to have the extent of the damage determined by two experts. In that case, we appoint our own expert and *you* a counter-expert. The costs of hiring a counter-expert will always be reimbursed up to the costs of hiring our own expert. If the costs of a counter-expert exceed the costs of our own expert, the excess will be tested for reasonableness.

If no agreement is reached, the two experts will jointly appoint a third expert and the final decision on the *damage amount* will be taken by the latter. The costs of this third-party expert will always be reimbursed up to the cost of hiring our own expert. If the costs of a third-party expert exceed the costs of our own expert, the excess shall be assessed on the basis of reasonableness.

27. What is the amount of excess in case of theft or material damage?

Compensation for *damage* is always deducted from an *excess* which is applied to the purchase value of the *bike* and all insured *accessories* that are fixed to the *bike*, as stated on *your invoice* and *your Policy schedule*.

- In case of theft and total loss **no excess** will be applied.
- In case of repairable material damage, an **excess** of €35 per claim will be applied.

28. How will compensation be paid in the event of the manufacturer's bankruptcy?

In case of bankruptcy of the *manufacturer*, we will transfer the *damage amount* to your bank account after deducting the excess.

29. Subrogation

After incurring costs, the *insurer assumes* all rights and claims that the *insured* may have against third parties liable for damage to the *Insured bike*. Our right of recourse is limited to the total costs incurred within *the* framework of the implementation of this insurance. We ask for your cooperation in the execution of *our* subrogation rights.

30. Limitation period

All claims arising from this insurance contract shall be time-barred 3 (three) years after the event giving rise to the right to intervene.

31. Double insurance

No right to compensation can be derived from this insurance if the damage is covered by another insurance, whether or not of an earlier date.

B. What are your obligations under this insurance contract?

1. What obligations do you have to disclose the correct data and circumstances?

A. When entering the insurance contract:

The *policy* has been drawn up on the basis of *your* answers to the questions when applying for this insurance contract.

If *you* want to insure a second-hand *bike*, *you* must:

- Send us 5 photos (front, back, left, right, serial number) of the *insured Bike* within 14 days of concluding your insurance contract
- Provide us with the serial number
- Be in possession of:
- Proof of purchase of your *bike* (which can be established with a purchase invoice, in case of purchase from a professional seller or a copy of the bank check or proof of the bank transaction, in case of purchase from a private person);
- In case of purchase from a private person *you* must be in possession of the original purchase invoice of the former *bike* owner.

If *you* fail to do this, we will cancel your insurance contract and refund the insurance premium paid

If *you* want to insure a *bike* that you bought more than 30 days ago, *you* must:

- Send us 5 photos (front, rear, left, right, serial number) of the insured *bike* within 14 days of the start date of your insurance contract
- Provide us with the serial number within 14 days of the start date of *your* insurance contract
- Be in possession of the proof of purchase of your *bike*

If *you* do not do this, we will cancel your insurance contract and reimburse the insurance premium paid.

The insured value of a used bike may not exceed the amount stated on the original purchase invoice.

B. For the duration of the insurance contract:

You must notify *us* of any changes that occur during the course of the insurance contract that have an impact on elements and statements mentioned on the *policy*. If *you* move, *you must always give us* your new address.

2. What obligations do you have to pay premiums?

You are required to pay the *premiums* (including taxes and charges) on the *premium* due date. Each year we determine the *premium* on the basis of the data stated in your *Policy schedule*. We share this *premium* with *you* before the annual *main expiry date*, together with your *Policy schedule*.

3. What will happen if you do not comply with these obligations?

A. At the time of entering into the insurance contract:

If *you* do not comply with the obligations concerning disclosure of the correct data and circumstances when entering the *insurance contract*, we will notify *you* within two months of discovery, stating the possible consequences thereof.

If the policyholder has acted with intent to deceive, or the *insurer* would not have entered into an insurance contract with knowledge of the true state of affairs, we may cancel the contract with immediate effect within two months after discovery. In that case, *you* may also cancel the insurance contract with immediate effect within two months.

If *you* have breached the above obligation, we will provide full coverage if the unreported or misreported facts are not relevant to the assessment of the risk as it has materialised. If *we* with correct knowledge of the state of affairs would either not have entered into an *insurance contract* or would have entered into an *insurance contract* on different conditions and/or at a different premium amount, we will entirely or partially refuse the cover. If *you* have acted with the intention of misleading the *insurer*, we also refuse cover.

B. For the duration of the insurance contract:

You must notify us of any changes which occur during the term of the insurance and which affect the elements and statements of the insurance contract within two months of their occurrence. *you* must inform us of any changes of address as soon as possible and at the latest within 7 days. If *you* do not report changes which occur during the course of the insurance contract within these periods and we would not have continued the insurance contract in the event of reporting, *you* are not insured from the moment that *you* should have reported the change to us.

C. In the case of the obligation to pay premiums:

If *you* do not comply with the obligations concerning premium payment and do not pay your *premium*, we will send *you* a reminder. If *you* do not pay after that, we will declare *you* in default by registered letter. If *you* do not pay within the period specified therein, we shall cancel the insurance by separate registered letter.

We hereby act in accordance with the legal provisions.

4. What do we expect from *you* in case of claim?

A. In case of Material Damage or Theft:

We are expecting *you*:

1. To notify the Police of the theft of your insured bike or its battery within 24 hours and provides us with the report as well as all useful information about the insured *Bike or its battery*.
2. To report any damage as soon as possible and within eight days after the occurrence of the damage. Use the claim form available at <https://www.qover.com/claims>
3. To cooperate in the settlement of the claim: we will notify *you* of any useful information or written confirmation, as well as any circumstance which may facilitate or influence the settlement of the claim
4. To take all possible measures to limit the extent of the damage
5. *You* must send us the original invoice for the insured bike or its battery.
6. In case of theft:
 - a. *You* must make a statement to the Police within 24 hours of the damage being established and provide us with the number of the trial verbally and any other useful information relating to the incident.
 - b. *You* must deliver to us by post all the keys linked to the lock or to the battery or prove them via live video.
 - c. *You* must provide us with the relevant data on the *bike* and its location (via the manufacturer's anti-theft system, if applicable), as well as any useful information found in the *manufacturer's* mobile app. *You* must, where applicable, indicate in your mobile app immediately after the damage that the *bike* has been stolen, allowing the *manufacturer* to trace the *bike* from the moment of the fact. *You* authorise the *insurance intermediary* and the *insurer* to receive this information.
7. For second-hand bikes, *you* must additionally send us:
 - Proof of purchase of your *bike*, which can be demonstrated by:
 - a. A purchase invoice, in case of purchase to a professional seller

- b. A copy of the bank statement, in case of purchase from a private person
- When purchasing from a private person, you must be in possession of the original purchase invoice of the *bike* from the previous owner.

We do not accept written statements of purchase as proof.

If *you* fail to comply with the above obligation with regard to reporting the damage, we may reduce the compensation by the damage we suffer as a result. In the event *that* we have been harmed in a reasonable interest, we may refuse coverage.

B. In case of Assistance (help):

You are obliged to:

- Call or inform us as soon as possible, except in case of force majeure, so that we can optimally arrange the requested assistance and allow you to incur the insured costs
- Accept the appropriate solution we have proposed
- Comply with the obligations specific to the services requested and specified in the policy
- Answer our questions concerning the insured events correctly and to provide us with all information and/or useful documents
- Take all reasonable measures to prevent or reduce the consequences of an insured event
- Notify us of any other insurance policies which have the same object and cover the same risks as those covered by this policy
- Provide us with the original supporting documents for your expenditure covered
- Give us your unused tickets when we have paid for your repatriation.

If *you* are injured, *you* must first call the local emergency services (doctor, ambulance), and then inform *us* as soon as possible.

If *you* are the victim of a theft and assistance is required, *you* must make a statement to the Police within 24 hours of the damage being established.

If *you* fail to comply with the obligations set out in these terms and conditions, we may:

- Reduce the performance due by the amount of the loss suffered
- Deny the performance when *you* acted with fraudulent intent.

5. Where is this insurance contract valid?

Theft and property damage cover is valid for *claims* occurring in a country of the European Union, in the United Kingdom of Great Britain, in the principalities of Andorra and Monaco, in Vatican City, Iceland, Liechtenstein, Norway, San Marino and Switzerland.

The Assistance cover is valid in the Netherlands (and 20 kilometres outside the national borders of the Netherlands). The covers of this section apply when the bike is out of use on a road that is accessible to the public.

6. Which court has jurisdiction in disputes relating to this insurance contract?

In the event of disputes about this insurance contract, the Dutch court will have exclusive jurisdiction. This insurance contract is governed by Dutch law

Glossary

ACCESSORIES

Additional bike related elements that are firmly installed on the *bike*, however not originally delivered with or on the *bike*, but bought additionally at the *initial sale* or afterwards.

ACCIDENT

An accident is a sudden, involuntary, and unforeseen event which occurs with the *insured bike*, irrespective of whether the bike is in motion, and which immediately results in the *insured bike* no longer being suitable for traffic or riding it is dangerous according to traffic regulations..

AGREED LOCK

It is a lock that is either ABUS (security 10 or more), AXA Hiplok, Kryptonite, Linka (with chain), Master Lock, texlock, Trelock and it is a VdS approved lock of class A+ or B+, or FUB (category 2 wheels or higher) approved, or approved by Sold Secure Silver (or Gold) or by approved ART category 2 (or higher), or Onguard locks and SRA Locks.

LUGGAGE

The personal items that you take with you or transport on the insured bike. Merchandise, scientific equipment, building materials, home furniture and livestock are not considered luggage.

THEFT

The disappearance of an insured *bike* or a part thereof as a result of a theft, not committed by or with the cooperation of the insured or a family member.

In order to make use of the coverage, you must first file a theft report with the Police. The details of this declaration or the number of the report shall be sent to the insurer

EXCESS

This is the amount that will remain at your expense in the event of a claim.

FIRST SALE

The date on which the first owner of the *bike* purchased it.

REPAIRER

A repairer is understood to mean: any approved commercial company that has all legal

requirements relating to the monitoring, maintenance and repair of bikes.

MAIN EXPIRY DATE

Date on which the current insurance contract ends but is tacitly renewed without notice for a period of one year. This date can be found in your policy schedule.

MATERIAL DAMAGE

Material damage caused to the insured bike as a result of an *accident*.

NATURAL DISASTER

A violent event of natural origin with devastating consequences on a large scale. Natural disasters are events caused by the atmosphere or soil affecting the country, in particular floods, tidal waves, hurricanes, droughts or land expansion (extreme drought), earthquakes, landslides, volcanic eruptions, landslides, subsidence.

Rain and snow storms are not considered natural disasters.

BREAKDOWN

Any defect in the insured bike as a result of a broken or defective part or an electrical defect rendering the bike unusable.

A flat tyre is also insured.

POLICY/INSURANCE CONTRACT

The policy refers to the insurance contract entered into between the insurer and you. The policy consists of the policy schedule and the general terms and conditions.

POLICY SCHEDULE

The document received by the policyholder after the conclusion of the insurance contract and evidencing the insurance contract.

PREMIUM

The amount to be paid by the policyholder in exchange for the cover included in the insurance contract.

AMOUNT OF DAMAGES

The amount of compensation which we will pay to you under this insurance contract after application of the included contractual provisions.

DAMAGE

The occurrence of a sudden and unforeseen covered event causing damage.

TERRORISM

Any act involving, but not limited to, the use of force or violence and/or the threat of such use, and committed by any person or group of persons, acting either alone or on behalf of or in connection with an organisation or governments, and committed for political, religious, ideological or similar purposes, including with the intent to influence a government or to intimidate or frighten the public or any part of the public. Any act of terrorism must be officially recognised as such by a public authority in the place where it took place.

ACCIDENTAL

Unintentionally or not knowingly.

VANDALISM

Damage caused by third parties, by senseless and unreasonable acts such as graffiti, wilful damage, etc.

FIXED ORIGINAL ACCESSORIES

Original accessories that are delivered with or on the *bike*, as supplied by the *reseller* or *manufacturer*. *Fixed original accessories* are always firmly installed on the *bike* and listed on the purchase invoice of the *initial sale* of the *bike*.

FIXED POINT

An immovable object of which a part consists of a fixed, immobile and rigid element of stone, metal or wood, connected to a full wall or the ground. We consider a bike rack attached to a vehicle to be a fixed point.

PLACE OF RESIDENCE

The place where you are staying temporarily, other than your home.

RESIDENCE

The place in the Netherlands where you are registered in the registers of civil status and where you usually reside with your family. This site extends to everything that belongs to your private domain (house, garden, park, adjoining houses, garage, stables, etc)

Information on the protection of privacy in relation to the Assistance guarantee

The protection of your Personal Data is important to us. The purpose of this privacy policy is to explain how and for what purposes we use your Personal Data. Please read this privacy policy carefully.

We process your data in accordance with national and European regulations and directives, including the General Data Protection Regulation.

You can find all information regarding the processing of your personal data in our privacy statement.

For Qover, you can find it at <https://www.qover.com/terms-policies/data>.

For Europ Assistance Belgium, www.europ-assistance.be/nl/privacy

This privacy policy contains, among other things, the following information:

- Contact details of the Data Protection Officer (DPO)
- Purposes of processing your personal data
- Legitimate interests in the processing of your personal data
- Third parties who may receive your personal data
- Duration of storage of your personal data
- Description of your rights with regard to your personal data
- Possibility to file a complaint regarding the processing of your personal data.

Europ Assistance S.A. organises the assistance services and manages the assistance claims via its branch office Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, Boulevard du Triomphe 172, 1160 Brussels.

If you have any questions regarding the processing of your Personal Data or if you wish to exercise your rights in relation to your Personal Data, please contact our Data Protection Officer using the contact details below:

Europ Assistance Belgium – DPO

Avenue Triumph 172

1160 Brussels

Belgium

eabelgiumdpo@europ-assistance.be

How to file a complaint

You have the right to complain to a Supervisory Authority; contact information for the relevant Supervisory Authorities is provided below:

the Netherlands:

Dutch Data Protection Authority

Box 93374

2509 AJ THE HAGUE

Tel: 070-8888 500

Fax: 070-8888 501

Belgium:

Data protection authority

Drukpersstraat 35

1000 Brussels

Tel: +32 2 274 48 00

Mail: commission@privacycommission.be



[Insurers are very watchful for fraud nowadays... ..you who are honest can count on us]

What do we do in case of fraud?

We assume that you will provide us with correct and complete information. Are you deliberately and intentionally not doing so? If you send us incorrect information when you apply for insurance or if you ask us for compensation for damages, for example, you will be committing fraud. We will investigate if there are indications that you are committing fraud. In this investigation, we follow the Code of Conduct Personal Investigation of the Dutch Association of Insurers (see www.verzekeraars.nl/) and the guidelines of NN Group N.V. and its subsidiaries.

Have you committed fraud? Then we can take the following measures:

- Stop the insurance
- Stop other insurances, loans and accounts that you have with NN Group or business units of Nationale-Nederlanden
- Not compensate the damage (anymore), or not compensate the damage in full
- Decide that you must reimburse any compensation for damage already received, the costs associated with it and the research costs
- Report the matter to the Police
- Register your data in internal and external (warning) systems, such as the Stichting CIS database. In doing so, we adhere to the Protocol Incident Warning System for Financial Institutions (PIFI).

This Protocol has been approved by the Personal Data Authority (AP).

All these measures ensure that you do not pay too much, because others are wrong about their insurance, loan or bill. Would you like to know more about our fraud policy? Then go to www.nn.nl/fraudebeleid

C. Parties concerned

This information corresponds to the information set out in Chapter II. Furthermore, you can find the full legal identity of the Parties.

Insurance intermediary

Qover N.V., unrelated agent registered with the FSMA under the code number 0650.939.878. Registered office: Handelsstraat 31, 1000 Brussels, Belgium – RPR Brussels – Btw BE 0650.939.878 – www.qover.com. Qover N.V. is entitled to provide insurance distribution services in the Netherlands under the freedom to provide services.

Insurer (For theft and material damage guarantees)

Nationale-Nederlanden Schadeverzekering Maatschappij N.V. incorporated under Dutch law, Registered office: Prinses Beatrixlaan 35, 2595 AK 'S-Gravenhage, The Netherlands – Trade Register number 27023707, under supervision of the Nederlandsche Bank.

Insurer (For assistance guarantee)

EUROP ASSISTANCE N.V., a limited liability company (société anonyme), incorporated under French law, having its registered office at 1, Promenade de la Bonnette, 92230 Gennevilliers, France, registered in the commercial and companies register of Nanterre under number 451 366 405 and approved by the French supervisory authority (ACPR – 4 place de Budapest, CS 92459, 75436 Paris Cedex 09, France) under number 4021295. This group insurance is underwritten by its Irish subsidiary EUROP ASSISTANCE N.V. IRISH BRANCH, whose registered office is at 4th Floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8, registered with the Irish Enterprise Registration Office under number 907089 and approved by the Central Bank of Ireland (BP 559, New Wapping Street, Dublin 2, Ireland) under number C33673. The Irish branch operates under the Irish Insurance Code of Conduct (Code of Ethics for Insurance Companies) of the Central Bank of Ireland, registered in the Republic of Ireland under number 907089. The claims and complaints will be handled by Europ Assistance Belgium, Boulevard de Triomphe 172 – B-1160 Brussels.