



General Terms & Conditions

Bike Insurance

How to read these General Terms and Conditions

All words printed in *italics* are explained in more detail in the glossary, which you can find at the end of these general terms and conditions.

In the general terms and conditions, you will find all elements which are applicable to the entire insurance contract.

Prior note

We will not provide cover, charge for performance, pay compensation, or provide any benefit or service as described in the policy, if this would expose us to any sanction, prohibition, or limitation under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.

For more information, see <https://www.europ-assistance.be/territorial-limitations-business>.

What do we mean by that?

YOU (POLICYHOLDER)

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

INSURED

The policyholder and the authorised *users* of the *bike*.

WE, THE INSURER

For the guarantees of theft and material damage: The *insurer* is the insurance company with which the contract is concluded, namely Nationale-Nederlanden Schadeverzekering Maatschappij N.V., located at: Prinses Beatrixlaan 35, 2595 AK 'S Gravenhage, the Netherlands.

For the guarantee assistance: The *insurer* is the insurance company with which the contract is concluded, namely 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 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.

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

INSURANCE INTERMEDIARY

Qover N.V., whose registered office is located at: Rue du commerce 31, 1000 Brussels, Belgium.

MANUFACTURER

The company that manufactured the insured *bike*.

THE RESELLER

The company that sells the insured *bike*.

THIRD PARTIES

Any person, other than *you* (the insured or policyholder), we, the *insurance intermediary*, the service provider, *manufacturer*, or the *reseller*.

AUTHORISED USER/USER

The person who uses the insured *bike* and who is either the policyholder or the natural person who uses the insured *bike* with the consent of the policyholder.

BIKE/INSURED BIKE

A two- or three-wheeled vehicle that can only be set in motion with muscle strength (with or without a mechanical auxiliary engine) and thus remains in motion, provided the speed is limited to 25 km/h. *We* do not believe that the running function (autonomous driving up to 10 km/h) is such that it changes the overall character of the *bike*.

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A. General conditions

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 contract administration for his account as well as the claim settlement and can possibly outsource it in whole or in part to the *insurance intermediary* and the claims handler.

The *insurer* guarantees the insured benefit.

2. What is insured?

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

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

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

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

4. How can you contact us about this insurance contract?

You can reach us by phone between 9:00 a.m. and 5:00 p.m. from Monday to Friday on +32 2 588 97 16 or you can email us at contact@qover.com.

Any correspondence can be sent to QOVER SA, rue du Commerce 31, 1000 Brussels, Belgium.

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

In the event of damage, the *Insurance Intermediary* is the point of contact. Available by telephone on +32 2 588 97 16 from Monday to Friday from 9:00 a.m. to 5:00 p.m.

You can also use the claim form available at www.qover.com/claims or email it through to claims@qover.com.

To open a new claim file, you must provide all the required information, in writing, when submitting the statement, by properly completing the aforementioned claim form.

Further on in these *general terms and conditions* it will be explained which specific steps you need to take in case of claim.

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

Contact Europ Assistance immediately on +32 2 541 92 01 or by email at help@europ-assistance.be, their services are available 24 hours a day, 7 days a week.

You must provide the following information when you call:

- Policy number;
- Name and address of the *insured*;
- The telephone number on which we *can* reach you;
- The circumstances of the incident and any useful information to assist *you*.

We will pay the cost of *your* first call made abroad to reach us and the cost of the other calls expressly requested by *you* if the requested assistance is guaranteed.

We cannot be held responsible for delays, omissions, or obstacles in the provision of assistance if they cannot be attributed to us or if they are the result of force majeure.

7. Are you not satisfied?

Do you wish to make a complaint?

Every complaint must be addressed in the first instance to the insurance intermediary:

Mediation service of QOVER SA/NV, rue du commerce 31 - 1000 Brussels (Belgium), or by email to_mediation@qover.com or by telephone on +32 2 588 25 50. You will receive a written confirmation of this within 3 (three) working days after receipt of your complaint. You will receive a definitive answer to your complaint, in writing, within 1 (one) month after receipt of your complaint.

Any complaint regarding the policy can be addressed to Europ Assistance Belgium NV:

Europ Assistance Belgium NV for the attention of the Complaints Officer, Boulevard du Triomphe 172, 1160 Brussels.

Email: complaints@europ-assistance.be.

Phone 02 541 90 48, from Monday to Thursday from 10 :00 a.m. to 12:00 p.m. and from 2:00 p.m. to 4:00 p.m.

You can contact the Ombudsman:

If you are not satisfied with the answer or if you have not received a definitive answer within 1 (one) month after receipt of your complaint by the *Insurer*, it is possible to submit your complaint to the Insurance Ombudsman in Belgium. The contact details are as follows:

Ombudsman for Insurance, Square de Meeûs 35-1000 Brussels, Tel.: +32 2 547 58 71, Fax: +32 2 547 59 75, info@ombudsman.as.

If necessary, you can contact the European Platform for Online Dispute Resolution:

If you have arranged your *policy* online or by other electronic means (e.g., by telephone, SMS, fax or mobile device), you may be able to file your complaint via the European Online Dispute Resolution (ODR) Platform <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.

Your complaint will then be forwarded to the Financial Ombudsman Service and to QOVER for resolution. There may be a short delay before QOVER receives your complaint.

The above complaints handling arrangements are without prejudice to your right to initiate legal proceedings.

We will record all communications, including phone calls, to improve the quality of the services, for training or fraud detection purposes.

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

You can change your insurance contract at any time.

You can contact *the* Insurance Intermediary by telephone on +32 2 588 97 16 or by sending an email to contact@qover.com.

Please take the following into account:

If your details on the *policy schedule* change, you must notify us of such immediately.

We assess changes in the same manner as when applying for a new insurance contract. The change could result in an increase or decrease in the *premium*. We reserve the right to not accept the change or terminate the insurance contract.

9. How is your insurance contract structured?

Your insurance contract consists of 2 parts:

1. The *general terms and conditions* (this document). These describe which damage is charged to us, which damage is excluded, and which are the mutual obligations of the parties.
2. The *policy schedule* are the terms and conditions that apply specifically to you. The *policy schedule* recorded shall take precedence over the *general terms and conditions*. You will receive this document at the time of conclusion, amendment, and annual renewal of the insurance contract.

10. What is the legal framework?

This insurance contract falls under the scope of the Insurance Act of 4 April 2014, the laws and Royal Decrees which apply to the insurance contract.

This insurance contract also falls within the scope of national and international regulations with regard to the (prohibition of) the provision of financial services. This legislation prohibits us from entering into agreements with or for the benefit of (legal) persons that appear on national and/or international lists (sanctions lists) because of their involvement in *terrorism*, money laundering or related crimes. We check this regularly. If within 10 days after the conclusion of the insurance contract it appears that you (the policyholder) are on a sanction list, then no valid insurance shall have been concluded. If your policyholder, insured person or a third party is on a sanction list during the term of the insurance contract, then this (legal) person will not be included in a *claim* or other services and no valid insurance shall have been concluded.

We present the legal provisions in a language that is as understandable as possible. If a statement in the insurance contract conflicts with the aforementioned legal provisions, the latter will apply.

11. When does your insurance contract start?

The insurance contract starts on the date and time included 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, if you purchased the insurance via the webshop of the *manufacturer* or *reseller*.

The *main* expiry date of your contract remains the start date stated in your *policy schedule*.

12. 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 tacitly renewed at the main expiry date for periods of 1 year up to 4 more years. We will inform you about this at least 3 months before the *main expiry date*. You will 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.

13. When can the insurance contract be cancelled?

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 cancel the insurance contract before the *main expiry date*. In that case, you must notify us, in writing, at least 3 months before the main *expiry date* by registered letter, by bailiff's writ or by issuing the cancellation letter against a receipt.
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 can cancel the insurance contract if we change the rate or adjust the terms and conditions. In such case, we apply the legal provisions and terms. If this applies to you, we will inform you.
4. You can cancel the insurance contract after a claim incident. You can do this at the latest 1 month after payment or upon the refusal to pay compensation. The insurance contract then ends 3 months after the date of notification. You must inform us of this by registered letter, by bailiff's writ or by issuing the cancellation letter against a receipt. 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.
5. You can revoke the insurance contract within 14 calendar days after you have received the Policy Schedule, the general terms and conditions and the pre-contractual information. This is possible without having to provide any reason. The cancellation will take effect immediately upon notification. You must send the withdrawal form that you have received by email to contact@qover.com. You will receive a full refund of all premium paid provided that no claim has been made prior to cancellation. In addition, you can revoke the *insurance contract* at any time during the period between the purchase date and the date you receive your policy schedule. In this case, you will receive a full refund of the paid premium.
6. Your contract is cancelled the insurance contract if the insured *bike* has been stolen or destroyed beyond your control. The insurance contract ends when *You* notify us, in writing, that the *bike* has been irrevocably stolen or destroyed.
7. 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 contact@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 schedule.

B. When can we cancel the insurance contract?

1. We can cancel the insurance contract in whole or in part by the *main expiry date*. We will notify you, by registered letter, at least 3 months before the main *expiry date* on which the cancellation commences, by bailiff's writ or by issuing the cancellation letter against a receipt. In the event of partial cancellation, you have the right to terminate the insurance contract as a whole/entirely on the main expiry date. To do this, you must notify us, in writing, at least 3 months before the due date by registered letter, by bailiff's writ or by issuing the cancellation letter against a receipt.
2. We can cancel the insurance contract in whole or in part after a *claim* and at the latest 1 (one) month after the payment or upon the refusal to pay the compensation. The cancellation then takes effect 3 (three) months after the date of notification.
3. We can terminate the insurance contract if the *premium* is not paid. If you do not pay the *premium*, we will send you a reminder. If you still do not pay, we will notify you by registered letter. If you do not pay within the period set therein, the insurance contract will be cancelled in accordance with articles 69 and 70 of the Insurance Act.
4. In specific situations, we have other termination options in accordance with the Insurance Act

5. We reserve the right to terminate the insurance contract within 14 calendar days after the insurance is taken out, with a notice period of eight (8) days.
6. We may cancel the insurance contract within 14 calendar after the insurance is taken out, if you have not sent us the pictures and serial number.

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

The insurance contract is transferred to the entitled parties (the heirs).

Rightsholders can:

1. Keep the contract;
2. Cancel the contract within 3 months and 40 days after the death. The insurance contract will then end 1 month after we received the notification. To do this, you must notify us, in writing, at least 3 months before the due date by registered letter, by bailiff's writ or by issuing the cancellation letter against a receipt.

15. What happens to my insurance if I sell the *insured bike* that is linked to the insurance contract?

If you decide to sell your *bike*, you must notify us.

After all, the *insurance contract* is not transferable (except in the event of death).

The insurance contract ends in accordance with the law from the moment of notification, we will reimburse you for the unused premium.

16. Can I have my insurance contract suspended?

1. If your *bike* is claimed, the insurance contract will be suspended only because the requesting government takes possession of the *bike*. You must notify us immediately.
2. If you no longer own the *bike* by your own will (for example, resale), you cannot have the insurance contract suspended due to the inseparable character or nature of the *bike* and this insurance contract. The insurance contract must be terminated if necessary. If necessary, you can take out this insurance again when purchasing a new *bike* from the reseller.

17. Are the insured amounts and the *premium* adjusted automatically?

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

18. How is your *premium* calculated?

The premium (the details of the composition can be found in your *policy schedule*) depends mainly on the *insured value* of the bike, the *place of residence* of the policyholder and the extent of your cover in accordance with the cover stated in your *policy schedule*.

Note: that if you are going to compare different insurance contracts, you will not only be able to compare the estimated costs and charges of the contracts, but you will also need to consider other elements such as the scope of cover, the amount of any Excess or the exclusion clauses.

The estimates provided in your *policy schedule* provide a better view of the premium portion used to cover the risk covered by the *insurance contract*.

After all, the balance of the premium, after deduction of taxes and contributions as well as acquisition and administration costs, consists of the part of the premium that is used to perform the contractually determined services and of the other costs not included in your *policy schedule* (including the aggregated and shared costs of claims and the management thereof). These estimates are from 17.10% for acquisition costs and 16.80% for administrative costs, calculated on the basis of the accounting data for the last financial year of the *insurance company*, as approved by its general meeting.

19. Where should your main residence be for this insurance?

You (the policyholder, as a natural or legal person) must be registered in Belgium to be able to take out this insurance.

This insurance ends as soon as you are no longer registered in this country.

20. Transferability

This insurance contract is not transferable subject to the aforementioned death provisions of the policyholder.

21. What we mean under this insurance with *you* (the insured)?

The person who uses the *insured bike* and whose interest is insured under the *insurance contract*, in particular:

1. *You* as the *policyholder* and exclusively as a natural person;
2. *You* as a natural person who represents a legal person;
3. Users who use the *bike* with the *policyholder's* authorisation.

22. What do we mean with the insured *bike* in the context of this insurance?

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

1. The *bike* in its original condition as supplied by the reseller or manufacturer. Any technical adaptation of this *bike* entails the cancellation/nullity of this *insurance contract*;
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.

23. When can you benefit from this insurance?

The theft, material damage and assistance guarantees are only provided if this is expressly stated in your policy schedule.

A. Theft guarantee

This guarantee is only valid if it is explicitly stated in the *policy schedule*.

We insure 24/7 the theft and damage to the insured bike in case of theft, attempted theft and theft or attempted theft after an assault:

1. If the *bike* was in your locked home or in a private locked space. In this case, you should not attach the *bike* to a *fixed point*.

2. If the *bike* was outside or in a common room, provided that the latter was secured by the frame with an agreed lock 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 appropriate police authorities within 24 hours of discovery of the theft, attempted theft or assault.
2. In the event of theft, all the keys of the lock must be returned to *us* or shown to us by means of a live video.
3. If the *bike* is found within 14 calendar days after the theft has been reported to the police, we ensure the following:
 - a. Repair to the extent that it appears possible;
 - b. The total loss insofar as the repair proves to be impossible;

If the *bike* is not found within 14 calendar days of the theft being reported to the police, we consider it to be definitively stolen and it is considered to be a 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.

Coverage for theft or attempted theft is excluded if:

1. The *bike* was in a publicly accessible place and was not attached to a *fixed point* by means of the frame using an agreed lock, and was not locked according to the manufacturer's provisions, such as the frame lock or application lock.
2. The *bike* was in a closed common room and was not attached to a *fixed point* by means of the frame using an agreed lock, and not locked according to the manufacturer's provisions, such as the frame lock or application lock.
3. No report was registered with the competent police services within 24 hours of the discovery of the theft, attempted theft, or attack.

B. Material damage guarantee

This optional guarantee is only valid if it is explicitly stated in the *policy schedule*.

We insure the *material damage* to the insured *bike*:

1. That was accidentally caused as well as damage to the *bike* that you accidentally caused;
2. That was caused by *vandalism*;

3. This was caused by contact with an animal or by natural elements such as fire or a flood;

Material damage is excluded if:

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 as a result of wear and tear or a mere technical defect of the insured bike.
3. Damage to objects or persons other than the insured bike.

C. Assistance in the event of a breakdown, accident, vandalism, attempted theft, or theft of the *bike*

This guarantee is only valid if it is explicitly stated in the *policy schedule*.

The guarantees apply when the *bike* is immobilized on a roadway that is accessible to *our* towing service.

1. Roadside assistance and towing

We arrange and pay for:

- Sending roadside assistance to the site: if the roadside assistance person does not get the *bike* ready for use within the hour after his arrival, the *bike* will be towed to a repairer in the vicinity of *your residence* or the *residence designated by you*.
- Your transport and the transport of your luggage:
 - Either to the repairer;
 - Either up to *your residence* or the *residence* designated by *you*;
 - Either to the place where you need to go and then your return to *your residence* or the *residence* designated by *you*. We pay for this guarantee based on supporting documents and to a maximum amount of 500 EUR.

For the performance of these services, only the service provider is responsible for the activities performed. We *do not* bear the costs of towing if we have not been called upon to do so.

2. Replacing a *bike*

You can benefit from a replacement bike, for the time between the standstill and the end of the bike's repairs at a repair shop, as long as the repair of the bike takes more than 24 hours. We will reimburse *you*, on the basis of the receipts, for the costs of renting a replacement bike, up to a maximum of EUR 15 including all taxes per day and for a maximum of 3 consecutive days.

3. Assistance in the event of theft of the *bike* in Belgium

This guarantee applies when the *bike* is stolen during a trip in Belgium and insofar as you have taken all the necessary measures to limit the risk of theft.

We arrange and pay for *your* transport and the transport of your luggage

- Either up to *your residence* or the *residence designated by you*;
- Either to the place where you need to go and then your return to *your residence* or the *residence designated by you*.

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

When the *bike* is found in Belgium, we arrange and pay for a ticket so that you can pick up your *bike*.

4. Monitoring the *bike*

When we transport the *bike*, we pay the security costs from the day that the transport is requested to the day that the *bike* is picked up by the carrier.

5. Return and guidance of the children

If *you* enjoy one of the guarantees mentioned in points 2 and 3 above and *you* are accompanied by minor children for whom *you* are responsible, we will arrange and pay for their return to the *residence* or *the residence designated by you*.

6. Flat tire assistance

If a flat tire cannot be repaired on site, we arrange and pay for the transport of *you*, *your bike* and *your* luggage as specified in point 1 above.

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

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

8. Assistance to the *insured* during a transfer

The guaranteed benefits cannot replace the intervention of public services, especially in emergency rescue.

We transmit at our expense your urgent national messages following a serious event. We cannot be held responsible for the content of the message.

The following cases are excluded from the assistance guarantee:

1. The insured events in countries that are excluded from section B article 5.;
2. The insured events that fall outside the policies period of validity;
3. Immobilization of the *bike* for maintenance work;
4. Repeated defects resulting from not repairing the *bike* after our first intervention;
5. Customs duties;
6. The price of spare parts, the maintenance costs of the *bike* or repair costs of any kind;
7. Repairman and disassembly diagnostic costs;
8. The costs for meals and drinks;
9. The costs or damage related to theft other than stated in the contract, and in particular, all costs not expressly recorded;
10. The claims resulting from a natural disaster,
11. The insured events in countries or regions that are engaged in a civil war or a foreign war, or where security is disrupted by riot, popular uprisings, strikes or other unforeseen events that prevent 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 25.

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.

24. Which exclusions are common to all coverages?

1. If the cover of the insurance contract is suspended due to non-payment of the *premium*.
2. In case of deliberate concealment or deliberate incorrect communication of information regarding the risk at the conclusion of the contract that can be blamed on the policyholder.
3. In the event of unintentional concealment or inadvertent incorrect communication of certain information regarding the risk upon the conclusion of the contract, in the event of a *claim*, if the company provides evidence that it would in no case have insured the risk, its intervention will be limited to reimbursement of the *premiums* paid.
4. If the claim was 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 gross negligence:
 - a. Driving the insured *bike* in a state of criminal alcohol intoxication, insofar as the blood alcohol level of the person concerned exceeds 1.2 grams/litre of blood, without the use of alcohol being the sole cause of the condition or event;
 - b. Driving 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 doctor and which change one's behaviour;
 - c. Apparent poor maintenance or failure to replace essential parts.
6. If the *damage* occurs during the exercise for or participation in a speed, regularity or agility ride or competition. Purely touristic tours are not covered by this exclusion.
7. If the claim occurs due to bets or challenges.
8. If the *damage* arises from a strike, riot, or violent acts of collective inspiration (of more than 10 people) when the company proves that the insured participated in such.
9. If the *damage* arises from war, civil war, or similar facts.
10. If the *damage* is due to radioactive causes.

11. If the *insured bike* is requisitioned.
12. If the *insured bike* has undergone any technical adjustment, so that the support of the *insured Electric bike* may exceed 25 km/h.
13. 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.
14. The damage resulting from an argument, an aggression of which the insured is the trigger or instigator.
15. Damage is as a result of the technical failure of the *insured bike*.
16. Damage is caused by *terrorism* and a nuclear accident.
17. Theft or attempted theft of the smartphone that locks and unlocks the *insured bike* via the *Manufacturer's* mobile application.
18. Any damage resulting from the use of a feature which allows you to increase the pedaling assistance beyond 25km/h.

Nor do we 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. The wheels or tires if stolen separately. We do reimburse these if they are stolen together with the insured *bike*.
3. Damage caused, other than this, to the *bike*, such as your liability resulting from the use of the insured *bike*.
4. Aesthetic damage: such as scratches and bumps, chipping or rust are therefore not guaranteed.
5. Damage to the tires.
6. The damage and/or theft or attempted theft that has arisen as a result of embezzlement or abuse of trust.
7. The damage and/or theft or attempted theft by the perpetrator(s) or accomplice(s) are the insured or policyholder or are staying with or appointed by the policyholder, owner, or holder of the insured *bike*.
8. The damage if the procedure prescribed by the manufacturer to lock/unlock the *bike* is defective and if this technical defect was known or had to be known by the user.
9. The loss or any other consequential loss.

25. How do we compensate the damage to the insured *bike*?

In case of repair:

If the damage to the insured *bike* is repairable and economically justified, we will pay for such repair in full, and we will transfer this amount to your bank account after deduction of the *excess*.

In case of total loss:

if the damage to the *bike* is not repairable or if the insured *bike* has been stolen in its entirety and has not been found within 14 days of reporting the theft to the police, we offer the following:

- a compensation in the form of a voucher (voucher) valid for use in the reseller's online store; or
- a monetary value equal to the insured value of the *insured bike* after applying the *excess and depreciation*.

By accepting compensation in the event of theft, you agree to transfer ownership of the stolen *bike* to the *insurer*. If the *insured bike* is found afterwards, it will remain the property of the *insurer*.

We consider an *insured bike* where the repair cost is higher than the economic value as an economic total loss and we reimburse such in accordance with the provisions in 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.

26. What are the procedures for implementing the assistance?

1. Transporting the *bike*

The transport costs that *we* bear must not exceed the economic value of the *bike* at the time of the call. If this value is exceeded, *we* will request sufficient proof for the transport of the *bike* for the surplus, the costs will be at your charge.

2. Service provider

Within the limitations of local availability, *you* have the right to refuse the service provider sent by *us* (roadside assistance, repairer, etc.). The activities, repairs or services carried out by the service provider are realised with your approval and under *your* control. For the costs of the repair and the parts for which *we* do not intervene, it is recommended to request a quotation beforehand. Only the service provider is responsible for the services and repairs carried out.

3. Luggage transport

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

We wave any responsibility in the event of loss, theft, or damage to *your* luggage when it is left behind or when it is transported by *us*.

4. Replacement *bike*

This performance is guaranteed considering the local availability and the opening hours of the lessor.

You will have to carry out the formalities for the receipt and return of the replacement *bike*. If necessary, *we* pay the transport costs to carry out these formalities.

You must comply with the general terms and conditions of the lessor, such as the payment of a deposit, the possible fines, the rental costs outside the guaranteed period, the minimum period for renting a replacement *bike*, the price of the optional insurance and the amount of the *excess* for the damage caused to the replacement *bike*.

5. Reimbursement of costs

When *we* authorize *you* to advance the guaranteed costs, these costs will be refunded, limited to the insured amounts upon presentation of the original supporting documents.

6. Assistance on request

If assistance is not guaranteed by the policy, *we* accept, under certain conditions, to provide our resources and expertise to assist *you*. All costs will be for *your* account.

7. Legal obligations

For the purposes of the warranty, *you* accept the obligations or limitations arising from our obligation to comply with the laws and regulations of the countries where *we* intervene.

8. Debt recognition

You undertake to reimburse *us* within one month for the services not covered by the policy and which *we* have settled and paid to *you* in advance.

27. What if there is disagreement about the extent of the *damage and the amount*?

We will determine the amount of the *damage* together with *you*. In the event of disagreement about the amount, the insured and the *insurer* will each appoint an expert who will determine the *damage amount*. If no agreement is reached, both experts will jointly appoint a third expert and the final decision with regard to the *damage amount* will be taken by the latter.

Each *party* bears the costs and fees of its expert.

The costs of a third party appointed expert shall be divided between both *parties*.

28. What is the *excess* amount 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 the *policy schedule*.

- In the event of theft and total loss, an ***excess*** of 10% of the total insured value is applied, with a minimum of €50 and a maximum of €200 per claim.
- In the event of repairable material damage, an ***english excess*** of 10% of the total insured value will be applied, with a minimum of €50 and a maximum of €200 per claim.

29. How is compensation paid in the event of bankruptcy of the manufacturer?

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

30. Subrogation

We will act within your rights and claims against any liable third party up to the amount of our expenses. Except in the event of malicious intent, *we* cannot exercise recourse against your descendants, ascendants, spouse, lineal relatives, persons living with you under one roof, your guests, and the members of your household staff.

However, *we* can exercise recourse against these persons insofar as their liability is actually covered by insurance.

31. Prescription

All claims arising from this insurance contract expire 3 (three) years after the event that gives rise to the right to intervene.

B. What are your obligations under this insurance contract

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

A. When entering into the insurance contract:

The *policy schedule* have been drawn up on the basis of *your* answers to the questions upon signing this insurance contract.

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

- Send us 5 photos (front, rear, left, right and serial number) of the *insured bike* within 14 days of the conclusion of 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 do not do this, we will cancel your insurance contract and refund the insurance premium paid;

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

- Send us 5 photos (front, rear, left, right and serial number) of the *insured bike* within 14 days after 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 refund the insurance premium paid;

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

B. During the term of the *insurance contract*:

You must notify *us* of any changes that may occur during the course of the insurance contract which may affect elements and statements contained in *your policy schedule*. If *you* move, *you must always inform us* of *your* new address.

2. What obligations do you have in terms of *premium payment*?

You are obliged to pay the *premiums* (including taxes and costs) on the main *premium* due date. Every year, we calculate the *premium* based on the information stated in *your policy schedule*. We will inform *you* of this *premium* before the annual *main expiry date*, together with your new *policy*.

3. What happens if you fail to comply with these obligations?

If *you* fail to comply with the obligations when entering into and during the term of the *insurance contract*, this may result in:

1. Adjustment of the *premium*;
2. Cancellation of the *insurance contract*;
3. Nullity of the *insurance contract*;
4. Refusal of *damage* or application of the ratio between the *premium* paid and the *premium* that *you* normally should have paid.

We hereby act in accordance with the legal provisions.

If you do not comply with the *premium* payment obligations and do not pay your *premium*, we will send you a reminder. If you still do not pay, we will notify you by registered letter. If you do not pay within the period set therein, the insurance contract will be terminated. Failure to pay is regulated in accordance with Articles 69, 70, 71, 72 and 73 of the Insurance Act of 4 April 2014.

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

A. In case of theft and material damage:

1. That *you* report the theft of your insured *bike* or *its battery* to the Police within 24 hours.
2. That *you* report any *claim* as soon as possible and this within 8 days after the damage occurred. Use the claim form available at www.qover.com/claims;
3. That *you* cooperate in the handling of the claim: we understand below that communicating any useful information or written confirmation as well as any element can facilitate or influence the handling of the damage;
4. That *you* take all possible measures to limit the extent of the damage;
5. *You* must provide *us* with the original invoice of the *insured bike*.
6. If it is possible to repair your bike, you must go to a repair shop and provide us with an estimate of the damage before the repair is carried out.
7. In case of theft:
 - *You* must report the incident to the police within 24 hours and provide us with the case number and any useful information about the insured *bike*.
 - *You* must send us all the keys associated with the anti-theft lock by mail or show a live video of such.
 - *You* must provide us with the relevant information about the *bike* and its location (through the manufacturer's theft deterrent system, if applicable), as well as any useful information found in the *manufacturer's* mobile application. *You* must report the *bike* as stolen immediately after damage in your mobile application, allowing the *manufacturer* to trace the *bike* from the time of the facts being traced.
 - *You* authorize the *Insurance Intermediary* and the *Insurer* to receive this information.
8. For second-hand bikes *you must also* provide us with:
 - Proof of purchase of your *bike*, which can be established with:
 - a) A purchase invoice, in case of purchase from a professional seller;
 - b) 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.

Affidavits are not considered as evidence.

If you fail to comply with this obligation, we will refuse to intervene to the extent that we suffer damage or a reasonable disadvantage as a result of the shortcoming.

B. In case of assistance:

You undertake:

- To call or notify *us* as soon as possible, except in case of force majeure, so that *we* can optimally arrange the requested assistance and allow *you* to receive the guaranteed costs;
- To comply with the solutions *we* recommend;
- Complying with the obligations that are specific to the requested services and that are recorded in these *general terms* and conditions;

- Answer *our* questions with regard to the insured events properly and provide *us* with all the information and/or any useful documents;
- Take any reasonable measures to prevent or reduce the consequences of an insured event;
- Provide *us* with details of any other insurance policies that have the same object and cover the same risks as those covered by this policy;
- Provide *us* with the original supporting documents for your covered expenses;
- To provide *us with your* unused tickets when we have paid your repatriation;

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

If *you* are a victim of theft and need assistance, *you* must make a statement to the relevant police within 24 hours of the established incident.

If *you* fail to comply with the obligations provided for in the policy, *we* can:

- Reduce the pay-out amount by the amount of the loss suffered;
- Refuse the realisation of such if *you* acted fraudulently.

5. Where is this Insurance *contract* valid?

The theft and material damage guarantees are valid for claims that have occurred in a country within the European Union, in the United Kingdom of Great Britain, in the principalities of Andorra and Monaco, in the Vatican City, Iceland, Liechtenstein, Norway, San Marino and Switzerland.

The assistance guarantee is valid in Belgium and 20 km outside of the Belgium borders.

The situation in the excluded countries may change depending on the domestic or international evolution of the countries in which we operate. We follow the advice and recommendations of the FPS Foreign Affairs in this regard.

Covered countries (or some of their regions) may be subject to the sanctions policy of the United Nations, the European Union, or any other applicable sanctions regime, preventing us from fulfilling all or part of our contractual obligations. The list of the countries and regions concerned may change over time and can be consulted at any time via the following link <https://www.europ-assistance.be/territorial-limitations-business>.

6. Which courts and tribunals are competent in case of a dispute of this *insurance contract*?

In case of disputes with regard to this *insurance contract*, only the Courts and Tribunals of Belgium shall be deemed competent. They assess this *insurance contract* in accordance with the Belgian 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 SRE Locks.

BREAKDOWN

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

A flat tire is also insured.

COINCIDENTALLY

Without intention or not knowingly and willingly.

COMPENSATION

The amount of the costs that we will pay you under this *insurance contract* after the application of the contractual conditions included.

DAMAGE (INSTANCE)

The occurrence of a sudden and accidental covered event that damages *your insured bike*.

ENGLISH EXCESS

This is the amount for which *you* are accountable for if the damage does not exceed the amount of the excess. If the amount of the damage is higher than the English excess, *we will* pay the damage as from the 1st euro.

EXCESS

This is the amount that will remain for your account in the event of a claim.

FIRST SALE

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

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

A non-movable object, part of which consists of a fixed, immobile and rigid element made of stone, metal or wood, connected to a solid wall or to the ground. We consider a bike rack attached to a vehicle to be a fixed point.

LUGGAGE

The personal items that you take with you or transport on the insured bike.

Merchandise, scientific material, building material, home furniture and animals are not considered.

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 effects on a large scale. Natural disasters are events caused by the atmosphere or earth affecting the land, in particular floods, tidal waves, hurricanes, droughts or land expansion (extreme drought), earthquakes, landslides, volcanic eruptions, landslides and subsidence.

Rain and snowstorms are not considered as natural disasters.

PLACE OF RESIDENCE

The place in Belgium where you are registered in the civil status registers and where you usually stay with your

family. This place extends to everything that belongs to your private domain (home, garden, park, neighbouring houses, garage, stables, etc.).

POLICY/INSURANCE CONTRACT

The document in which the policy schedule is recorded, which together with the general terms and conditions constitute your insurance contract.

POLICY SCHEDULE

The document that the *policyholder* receives after the *insurance contract* has been concluded and which shows the *insurance contract*.

PREMIUM

The amount that the policyholder has to pay in exchange for the cover included in the insurance contract.

REPAIRER

The repairer is understood to mean: any recognised trading company that hold legal permits with regards to the assessment, maintenance, and repair of bikes.

TERRORISM

A clandestine organised action or threat of action with ideological, political, ethnic or religious intentions, carried out individually or by a group, involving violence against persons or the economic value of a material or intangible property is wholly or partially destroyed, either to impress the public, to create an environment of insecurity or to put pressure on public authorities or to hinder the movement or normal operation of a service or an undertaking.

THEFT

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

To benefit from the guarantees, you must first report the theft to the police. The details of reporting such and the case number must be communicated to the insurer

THE RESIDENCE DESIGNATED BY YOU

The place where you are temporarily staying, elsewhere than the place of residence,

VANDALISM

The damage caused by third parties by a foolish and unreasonable act such as graffiti or intentional damage.

Information on the protection of privacy

We process your data in accordance with national and European regulations and guidelines. You can find all information regarding the processing of your personal data in our privacy statement.

You can find these on <https://www.europ-assistance.be/en/private-life>.

This Privacy Statement includes, among other things, the following information:

- Contact details of the Data Protection Officer (DPO);
- The purposes of the processing of your personal data;
- The legitimate interests for the processing of your personal data;
- The third parties who can receive your personal data;
- The duration of storage of your personal data;
- The description of your rights with regard to your personal data;
- The possibility of filing a complaint with regard to the processing of your personal data.

The Privacy Statement applies to the processing of your personal data. Qover's can be found at <https://www.qover.com/terms-policies/data>.

Fraude - Article 496

Any fraud or attempted fraud against the insurance company, when drawing up the claim report or answering the questionnaires, not only entails the termination of the insurance contract but is also subject to prosecution under Article 496 of the Criminal Code. In addition, the data may be included in the file of the economic partnership Datassur. In accordance with the law on the protection of privacy, he or she is informed and, if necessary, is given the opportunity to have the information relating to him or her corrected.

Translation

We have written these terms and conditions to make them clear and understandable for all our customers. We provide our clients with a translation of our general terms and conditions in French and English. We have taken great care to ensure that this translation conforms to the official versions of the general terms and conditions. However, it is possible that some stipulations may remain open to interpretation and lead to ambiguity. In case of ambiguity, the official Dutch version will be the only correct and main version.

C. Involved parties

Insurance intermediary

Qover N.V., untied agent registered with the FSMA under the code 0650.939.878. Registered office: rue du commerce 31, B-1000 Brussels, Belgium - RPR Brussels - VAT BE 0650.939.878 - www.qover.com.

Insurer (For theft and material damage guarantees)

Nationale-Nederlanden Schadeverzekering Maatschappij N.V. under Dutch law, entitled to insure Belgian risks, insurance company registered in Belgium under code number 2925. Registered office: Prinses Beatrixlaan 35, 2595 AK 'S-Gravenhage, the Netherlands - Trade Register Number DNB 27023707, supervised by the Nederlandsche Bank. Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is entitled to insure risks in Belgium on the basis of the freedom to provide services.

Insurer (For the 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 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.

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

Europ Assistance N.V. is entitled to provide insurance distribution services in Belgium on the basis of the freedom to provide services.