



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.

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

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, authorized to insure risks in Belgium on the basis of the freedom to provide services.

INSURANCE INTERMEDIARY

Qover N.V., whose registered office is located at: Rue du commerce 31, 1000 Brussels, Belgium, FSMA Nb 0650.939.878.

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 and fatbikes;
- Other locomotion vehicles (electric or not) other than "bikes" (e.g. steps, skateboards);
- 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 the 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](mailto:mediation@qover.com) or complaint@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.

Every complaint related to the Assistance can be addressed our Complaints Desk via www.nn.nl.

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-insurance.be.

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.

With your consent, we will record all communications, including phone calls, to improve the quality of the services, for training or fraud detection purposes. Your personal data will be processed in the process. More information on the Privacy Policy can be found under section 'Privacy Information'.

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.

We must comply with national and international sanction laws. This means that we can only enter into an insurance contract insofar as it appears that it is not prohibited to provide financial services for or to:

- the policyholder, this is the person who subscribed the insurance;
- the UBO (ultimate beneficiary) of the legal entity that subscribed the insurance;
- insured persons and other (legal) persons who could benefit from the existence of the agreement.

We check before and after the conclusion of the insurance contract whether the aforementioned persons appear on a national or international sanctions list.

To this end, the policyholder must provide us with the information we request. If the aforementioned persons do not appear on the sanctions list, the contract can be validly concluded as long as the other acceptance and insurance conditions are also respected.

If one or more of the aforementioned persons appear on a sanctions list, the insurance cannot be concluded.

If the insurance contract was concluded, we will inform the policyholder that the policy will end as soon as we become aware of the mention on the sanctions list or what the consequences will be if the person mentioned on the sanctions list is not the policyholder.

We will notify the policyholder within 10 days of becoming aware of the mention of the aforementioned persons on a sanction list.

If under the sanction legislation we are not allowed to provide coverage to any of the aforementioned (legal) persons then they cannot receive compensation for damages from that date;

If under the sanction legislation we are also not allowed to provide compensation to certain specific persons then we will not compensate any loss on behalf of those persons from that date;

If the sanctions are lifted and the damage occurred during the period when one of the aforementioned (legal) persons or a third party was on a sanctions list, we cannot be obliged to compensate the damage.

We also have no obligation to provide cover or pay damages or compensation if:

- there is no cooperation in identifying the beneficial owner, for example by not completing a UBO form;
- you are a legal entity and controlled by a person (natural or legal person) on the sanctions list;
- you are a legal entity and your UBO or holder of at least 25% of the shares appears on the sanctions list.

We present the legal provisions in language that is as comprehensible as possible. If a statement in the insurance contract contradicts the aforementioned legal provisions, the latter shall 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 during 8 years from the *first sale*. If you bought it second-hand, we will insure the bike up to 8 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 maximum 7 renewals. 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 8 years insurance or when the bike turns 9 years old, whichever comes first. We will notify you by (electronic)-registered letter at least 3 months before the termination. This way, you are never insured for too long and the offer contained in this insurance is always adapted to your needs.

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 2 months before the *main expiry date* by (electronic) 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 (electronic) 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 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 (electronic) 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 (electronic) 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 (electronic) 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?

A death must be notified to us. The insurance contract is then transferred to the rightsholders (the heirs).

Rightsholders can:

1. Keep the contract, provided the adjustment of data to the new policyholder and acceptance of the new holder by the insurer (see Article 10);
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 (for a duration of maximum 5 years after the *first purchase*), under the condition that they are firmly installed on the *bike*;
3. The *bike* that is less than 8 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 *first 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;
4. That was caused by occurring "wear & tear" *damage* to the battery or technical parts of the *bike*, under the conditions as stipulated in article 23 point E.

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, - EUR.
2. Damage as 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 15,- EUR 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,- EUR, regardless the number of accessories.

Fixed original accessories whose value exceeds this 100,- EUR 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,- EUR, 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 (for a duration of maximum 5 years after their *first purchase*), for so far they are firmly installed on the *bike*.

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.

E. Wear and tear

Damage due to wear & tear is covered for *insured bikes* during the 3 first years after the *first sale*. The *policyholder* is entitled to compensation in case of:

- An excessively large power drop in the charging capacity of the battery that is permanently installed in the *insured bike*. The "state of health" of the battery is decisive, which is defined by the effective loading capacity at the time of the damage. A battery is underperforming when the effective loading capacity is

permanently being undercut by 50 %. The underperformance of the battery (in percentage) should be proven by the *policyholder* based on a report of the manufacturer, a snapshot from the e-bike app on the battery health or an official battery report from a professional bike shop. It is required to include the type of battery and its serial number.

- Damage to technical parts on the *insured bike*, including tyres, brakes and inner tubes, that make it no longer possible to safely drive or use the insured bicycle before reaching the usual technical service life.

Not insured:

1. The insurance cover does not extend to damages that still fall under the legal warranty that is provided by the manufacturer, or other warranty provisions from third parties;
2. Coverage does not apply until six months have elapsed since the *insurance contract* was taken out. After the replacement of the battery or other technical parts due to Wear & Tear, a new waiting period of six months begins for the replaced parts;
3. Damages intentionally caused by the insured person or his representative;
4. Damages from events that had already occurred before the start of insurance;
5. Damages that do not affect the use or functioning of the insured item(s), such as scratches or varnish damage;
6. Damage caused by rust, oxidation or material fatigue;
7. Damages for which a third party is contractually liable as a manufacturer, seller, from a repair order or other contractual relationship;
8. Damage to the carbon frame of the insured bike;
9. Damage and consequential damage as a result of manipulation of the drive system (e.g. tuning) or by improper installation or modifications, as well as improper repairs, cleaning or unusual non-manufacturer usage of the insured bike.

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 by a professional cyclist. Purely tourist rides, training or races by non-professional cyclists 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,- EUR. 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 with a value equivalent to the insured value, after application of the excess and the depreciation, valid in the *manufacturer/reseller's online shop*; or

- a monetary value equal to insured value, after applying the *excess and the 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* would be 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 5 years of the bike and *accessories*. As from the 6th month, a depreciation of 15% per year is applied on the value of the bike. The *accessories* are no longer covered after 5 years after the *first purchase* date. .

The minimum amount of compensation is set at 55% of the insured value of the insured bike. Any calendar year started is counted as a full year. The initial date to be taken into consideration is the date mentioned on the bike *initial 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 6th month)
At the end of year 1	100%
At the end of year 2	100%
At the end of year 3	100%
At the end of year 4	100%
At the end of year 5	100%
From the beginning to end of year 6	85%
From the beginning to end of year 7	70%
From the beginning to end of year 8	55%

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 waive 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,- EUR and a maximum of 200,- EUR 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,- EUR and a maximum of 200,- EUR per claim.
- If you only subscribe the Material Damage coverage, an excess of 35,-EUR will be applied 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 (electronic) 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:

- That you report the theft of your insured bike or its battery to the Police within 24 hours.
- 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;
- 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;
- That you take all possible measures to limit the extent of the damage;
- You must provide us with the original invoice of the insured bike.
- 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.

B. 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.

C. For second-hand bikes you must also provide us with:

- Proof of purchase of your bike, which can be established with:
 - A purchase invoice, in case of purchase from a professional seller;
 - 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.

D. 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.

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.

7. 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 all information regarding the processing of your personal data by the Administrator (QOVER) in Qover's privacy statement available at <https://www.qover.com/terms-policies/data>

The personal data that you, as a data subject, provide us with now or later are processed by Nationale Nederlanden Schadegevallen Maatschappij nv as data controller.

The Privacy Statement of Nationale Nederlanden Schadeverzekering Maatschappij N.V. can be found at www.nn.be/gdpr.

Those Privacy Statements include, 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.

8. Datassur

The insurance company NN Non-Life Insurance nv communicates to ESV Datassur personal data relevant in the exclusive context of the assessment of risks and of the management of contracts and related claims.

Any person who proves his identity has the right to turn to Datassur to see the data relating to him and, where appropriate, to have it rectified. To exercise this right, the person in question must send a dated and signed request, together with a copy of his identity card, to the following address: Datassur, Files Department, de Meeûssquare 29, B-1000 Brussels.

9. 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.

C. 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, Gold or higher 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 an insured breakdown.

COINCIDENTALLY

Without intention or not knowingly and willingly.

COMMON /PUBLICLY ACCESSIBLE ROOM

A shared space that is accessible to several persons or groups, other than family members, within a building or specific area.

Examples include a (closed) bicycle garage and/or garage accessible to several persons, spaces belonging to the co-ownership.

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

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

FIRST SALE / PURCHASE

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.

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.

PRIVATE SPACE

A private space is a space which is exclusively reserved for an individual or members of the same family. Access to a private space can only be obtained with permission. Rooms that are locked by means of a key, code lock or other mechanical or electronic security system to which several persons, other than your family members, have or can gain access, are considered a *common / publicly accessible room* and not a private room.

Examples of a private space are your home or garage that you have exclusive enjoyment of.

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.

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.