



# General terms and conditions Cowboy 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.

## Who and what do we mean by these

### 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*:** We, the insurer, Nationale-Nederlanden Schadeverzekering Maatschappij N.V., located at: Prinses Beatrixlaan 35, 2595 AK 'S Gravenhage, the Netherlands.

#### **For the guarantee assistance:**

EUROP ASSISTANCE S.A., a limited liability company, 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 SA 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 the management of assistance claims to its branch Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, Boulevard du Triomphe 172, 1160 Brussels.

### **INSURANCE INTERMEDIARY**

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

### **MANUFACTURER**

The company or natural person 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 during the coverage period.

The type of cover taken out is specified in the *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 + 49 800 000 97 29 or you can email us at [contact@qoverme.com](mailto:contact@qoverme.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 + 49 800 000 97 29 from Monday to Friday from 9:00 a.m. to 5:00 p.m.

You can also use the claim form available at [claims.qover.com](http://claims.qover.com) or email it through to [claims@qoverme.com](mailto:claims@qoverme.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 +49 800 589 39 21 or by email at [help@europ-assistance.be](mailto: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.

**For the application for reimbursement of covered costs:**

By post: Europ Assistance Belgium

Claims Department

Boulevard du Triomphe 172

1160 Brussel

Belgium

**By e-mail:**

[claims@europ-assistance.be](mailto:claims@europ-assistance.be)

Don't forget to mention the number of your bank account.

## **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 N.V., rue du commerce 31 - 1000 Brussels (Belgium), or by email to [mediation@qover.com](mailto:mediation@qover.com) or by telephone on + 49 800 000 97 29. *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 assistance can be addressed to Europ Assistance Belgium:**

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

Email: [complaints@europ-assistance.be](mailto:complaints@europ-assistance.be)

Phone +32 2 541 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 Insurance supervisory authority:**

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 or the insurance intermediary*, *you* have the choice to submit your complaint to the Insurance supervisory authority in Netherlands, the Nederlandsche Bank, or to the Insurance supervisory authority in Germany, the BaFin. The contact details are as follows:

De Nederlandsche Bank,

Postbus 98 - 1000 AB Amsterdam

Netherlands,

Tel.: +31 20 524 91 11

[info@dnb.nl](mailto:info@dnb.nl)

Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn, Germany, Tel.: 0228 4108 0,

[poststelle@bafin.de](mailto:poststelle@bafin.de)

**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.

Provided you agree, 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* (for instance your coordinates) at any time.

You can contact *the insurance intermediary* by telephone on + 49 800 000 97 29 or by sending an email to [contact@qoverme.com](mailto:contact@qoverme.com).

### **Please take the following into account:**

1. If your details on the *policy schedule* change, you must notify us of such immediately.
2. 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*.

As the insurance covers the *policyholder* domiciled in Germany, we reserve the right to terminate the *insurance contract* if your domicile is not anymore in Germany.

## 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 German Insurance Contract Act (Versicherungsvertragsgesetz (VVG) which applies to the *insurance contract*.

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.

The main expiry date of your *insurance contract* is based on 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. The *insurance contract* is tacitly renewed, maximum four times, at the *main expiry date*. We will inform you about this 2 months before the *main expiry date*. You will find the *main expiry date* in your *policy schedule*.

We insure the *bike* for a maximum of 5 years after the *first sale*. If you have purchased the *bike* second-hand, we cover the *bike* up to 5 years after the first owner purchased it.

**After a maximum of four extensions and at the end of the fifth insurance year, this *insurance contract* ends.**

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). In this case 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* two months before the *main expiry date*.
2. If we change the rate or adjust the terms and conditions, you may terminate the *insurance contract* within six weeks of receipt of the notification of the adjustment, but not before the adjustment takes effect. We will inform you again of your right of termination in the adjustment notification.
3. 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. You can choose the cancellation period, but the contract ends at the latest at the end of the current insurance period in the event of cancellation. 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.
4. You can also cancel 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.
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 revocation will take effect immediately upon notification. You must send the withdrawal form that you have received by email to [contact@qoverme.com](mailto:contact@qoverme.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. 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@qoverme.com](mailto:contact@qoverme.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 cancel 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*.

#### REVOCAION INSTRUCTION

##### Widerrufsrecht

You may revoke your contractual declaration within 14 days without stating reasons in text form (e.g. letter, fax, e-mail). The period begins after you have received the *insurance policy*, the contractual provisions including the General Insurance Terms and Conditions, the further information pursuant to § 7 para. 1 and 2 of the Insurance Contract Act (Versicherungsvertragsgesetz) in conjunction with §§ 1 to 4 of the VVG- Informationspflichtenverordnung, and this revocation instruction in text form. The revocation is to be addressed to [contact@qoverme.com](mailto:contact@qoverme.com).

##### Revocation consequences

In the event of an effective revocation, the insurance cover will terminate and *we* will refund to *you* the *premiums*. The reimbursement of amounts to be repaid shall be affected immediately, at the latest 30 days after receipt of the revocation. If the insurance cover does not commence before the end of the revocation period, the effective revocation shall result in the return of benefits received and of the uses made thereof (e.g. interest).

#### **Special notes**

Your right of revocation expires if the contract is completely fulfilled by *you* and us at your express request before *you* have exercised your right of revocation.

**END OF THE REVOCATION INSTRUCTION**

## **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 2 months before the *main expiry date* on which the cancellation commences, by bailiff's writ or by issuing the cancellation letter against a receipt.
2. *We* can terminate the *insurance contract* after the occurrence of an insured claim and at the latest 1 (one) month after the conclusion of negotiations on compensation. The termination will then take effect 1 (one) month after the notice of termination is received by *you*.
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 in which *we* will inform *you* about the outstanding *premium*, the interests and costs and on the legal consequences. *We* grant *you* a final payment period of two weeks. If *you* do not pay within the period of two weeks, the *insurance contract* will be cancelled in accordance with Article 38 of the Insurance Contract Act. The termination becomes ineffective if *you* make the payment within one month of the deadline.
4. In specific situations, *we* have other termination options in accordance with the Insurance Contract Act.

## **14. What happens to the insurance contract if you (the policyholder) die?**

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

#### **Rightsholders can:**

1. Keep the contract;
2. Cancel the contract within 1 month after the death. The *insurance contract* will then end 1 month after *we* have received the notification.

## **15. What happens to your insurance if you sell the insured bike that is linked to the insurance contract?**

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

After all, *you* will be replaced by the purchaser.

*You* and the purchaser are jointly and severally liable for the *premium* payable for the insurance period in progress at the time of the purchaser's entry into the contract.

The purchaser is entitled to terminate the contract with immediate effect or for the end of the current insurance period. The right of termination shall expire if it is not exercised within one month of acquisition, or, in the absence of knowledge on the part of the purchaser of the existence of the insurance, within one month of such knowledge. *We* have the right to terminate the contract within one month of knowledge of the sale with one month's notice.

## 16. Can you have your 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*. In this case, and if necessary, the *insurance contract* must be terminated. *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 detail of the composition can be found in your *policy schedule*) depends on the insured value of the *Bike* 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.

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

*You* (the *policyholder*, as a natural or legal person) must be registered in Germany 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*;
2. The *bike* that was newly purchased from the *reseller* or *manufacturer*;
3. *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*;

4. The new or second-hand *bike* that is less than 12 months old at the time of purchase of the insurance.

## 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 with 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.
4. 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.

#### **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 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 attacke.

### B. Material Damage Guarantee

**This 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. That 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 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. Replacement *bike***

During the period between the immobilization and the end of the repair of the *bike*, *you* can have a replacement *bike* for a maximum of 3 consecutive days with an authorized *repairer*, according to the conditions below:

- The immobilization must be at least 24 hours.

We will reimburse *you* based on the receipts up to maximum 15 euros including VAT per day for maximum three consecutive days.

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

This guarantee applies when the *bike* is stolen during a trip in Germany 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 Germany, *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* are eligible for one of the guarantees mentioned in points 1 and 2 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 guarantees should not replace the intervention of public services, especially in an emergency.

#### Passing on urgent messages

We send *your* urgent national messages at *our* expense in the event of a serious insured event. We are not responsible for the content of these messages.

#### The following cases are excluded from the assistance guarantee:

1. The insured events in countries that are excluded from under 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 mentioned;
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

*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 *claim* 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 the legally admitted maximum amount, 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 *claim* 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 *claim* arises from war, civil war, or similar facts.
10. If the *claim* is due to radioactive causes.
11. If the *insured bike* is claimed.
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 pedalling 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.
2. 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*.
3. The wheels, tires or battery if stolen separately. *We* do reimburse these if they are stolen together with the *insured bike*.

4. Damage caused, other than this, to the bike, such as your liability resulting from the use of the insured bike.
5. Aesthetic *damage*: such as scratches and bumps, chipping or rust are therefore not guaranteed.
6. *Damage* to the tires.
7. The *damage* and/or *theft* or attempted *theft* that has arisen as a result of embezzlement or abuse of trust.
8. 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*.
9. 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*.
10. 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 damage amount of the insured *bike* after applying the excess and depreciation applicable.

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* 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 cost

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 *insurance contract* 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.

The *insured* and the *insurer* both bear the costs and fees of its expert. The costs of a third party appointed expert shall be divided between both Parties.

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

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

Compensation for *damage* is always deducted from an *excess* 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*.

- No excess is applied in the event of theft and total loss.
- In case of repairable material damage, an Excess of €35 per claim will be applied.

## 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.

We cannot exercise recourse against a person with whom *you* are living in the same household at the time of the occurrence of the claim, except for *damages* caused intentionally by this person.

## 31. Prescription

All claims arising from this *insurance contract* expire 3 (three) years at the close of the year in which the claim has arisen and the creditors become aware of the circumstances giving rise to the claim and of the debtor's person or would have to become aware of them without gross negligence.

## 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* has been drawn up on the basis of *your* answers to the questions upon signing this *insurance contract*.

If you want to cover a used *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 within 14 days of the conclusion of your *insurance contract*;
- 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.

**The *insurance contract* does not begin until we have received this information. If the information is not provided within 14 days, the contract is deemed not to have been concluded and the *premium* is refunded.**

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

If you want to cover a new *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*;

**The *insurance coverage* does not begin until we have received this information. If the information is not provided within 14 days, the contract is deemed not to have been concluded and the *premium* is refunded.**

#### 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. *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 cancelled in accordance with Article 38 of the Insurance Contract Act. The termination becomes ineffective if you make the payment within one month of the deadline.**

#### 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* to the Police within 24 hours.
2. That you report any *material damage* and any *theft* as soon as possible and in any event within 8 days after the *damage* or *theft* occurred, using the claim form available at [claims.gover.com](https://claims.gover.com);
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 Germany (and 20 kilometres outside the German borders). The coverage of this section applies when the bicycle is out of use on a road that is accessible to the public.

EXCLUDED ARE COUNTRIES OR REGIONS THAT ARE IN A STATE OF (CIVIL) WAR, WHERE SECURITY IS IMPAIRED BY RIOTS, CIVIL COMMOTION, *TERRORISM*, RESTRICTIONS ON THE FREE MOVEMENT OF PERSONS AND GOODS, STRIKES OR OTHER UNFORESEEN EVENTS THAT MAKE THE PERFORMANCE OF THE AGREEMENT IMPOSSIBLE, EVEN IF THEY ARE LISTED AS COUNTRIES WITH INSURANCE COVER.

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/nl/territoriale-arieven-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 Germany shall be deemed competent. They assess this Contract in accordance with the German 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

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

## 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*.

## 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

## GENERAL TERMS AND CONDITIONS

This document, which set out the provisions of each party mentioned in the policy schedule.

## LUGGAGE AND CAMPING EQUIPMENT

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 luggage.

## 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*, i.e., a sudden, involuntary, and unforeseen event.

## 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 Germany 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 constitutes 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.

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

## Translation

We have written these general 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 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 German version will be the only correct and main version.

## C. Involved parties

### Insurance intermediary:

Qover N.V., untied insurance 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](http://www.qover.com).

Qover N.V. is entitled to provide insurance distribution services in Germany on the basis of the freedom of services.

### Insurer (For theft and material damage guarantees):

Nationale-Nederlanden Schadeverzekering Maatschappij N.V. under Dutch law, entitled to cover German risks, non-life insurance company, 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 provide insurance distribution services in Germany on the basis of the freedom to provide services and is registered with the Bundesanstalt für Finanzdienstleistungsaufsicht under number 9509 (BaFin, Graurheindorfer Straße 108, 53117 Bonn, [www.bafin.de](http://www.bafin.de)).

### Insurer (For the assistance guarantee):

EUROP ASSISTANCE N.V., a limited liability company, 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 N.V. delegates the organisation of the assistance services and the management of assistance claims to its branch Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, Boulevard du Triomphe 172, 1160 Brussels.