



General Terms & Conditions Bike Insurance

Introduction

This document contains the full policy terms and conditions which should be read along with the *policy schedule*. Please read these documents carefully and keep them safe. You will need these documents in the event you need to make a claim. The *policy schedule* shall take precedence over the *general terms and conditions* in case of inconsistency.

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.

This policy is administered by Qover SA. Qover is a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878 with registered address Rue du Commerce 31, 1000 Brussels. Qover is authorised to provide insurance distribution services in Sweden on the basis of the freedom of services. This entail that Qover will not be registered as an insurance distributor in Sweden but will be supervised by the Swedish Financial Supervisory Agency concerning the conduct of the insurance business taking part in Sweden.

The supervision in Sweden is provided by:

The Swedish Financial Supervision Agency (Sw: Finansinspektionen)

Visiting address: Brunnsgatan 3, Stockholm

Postal address: Box 7821, 103 97, Stockholm

Email address: finansinspektionen@fi.se

Telephone number: 08- 408 980 00

The Swedish Consumer Agency (Sw: Konsumentverket/KO)

Visiting address: Tage Erlandergatan 8A, Karlstad

Postal address: Box 48, 651 02, Karlstad

Email address: konsumentverket@konsumentverket.se

Telephone number: 0771- 42 33 00

This policy is underwritten by Nationale-Nederlanden Schadeverzekering Maatschappij N.V., which has been licensed and is supervised by the De Nederlandsche Bank (DNB) under number W0123 and the Dutch Authority for the Financial Markets under number 12000475.

Nationale–Nederlanden Schadeverzekering Maatschappij N.V. has its registered office at Prinses Beatrixlaan 35, the Hague, the Netherlands and is authorised to provide insurance distribution services in Sweden on the basis of the freedom of services.

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 United Kingdom, the European Union 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, US

The *insurer* is the insurance company with which the contract is concluded, namely Nationale–Nederlanden Schadeverzekering Maatschappij N.V. Nationale–Nederlanden Schadeverzekering Maatschappij N.V. has been licensed and is supervised by the De Nederlandsche Bank (DNB) under number W0123 and the Dutch Authority for the Financial Markets under number 12000475.

Nationale–Nederlanden Schadeverzekering Maatschappij N.V. has its registered office at Prinses Beatrixlaan 35, the Hague, the Netherlands and is authorised to provide insurance distribution services in Sweden on the basis of the freedom of services.

INSURANCE INTERMEDIARY

Qover SA, a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878 with registered address Rue du Commerce 31, 1000 Brussels. Qover is authorised to provide insurance distribution services in Sweden on the basis of the freedom of services. This entail that Qover will not be registered as an insurance distributor in Sweden but will be supervised by the Swedish Financial Supervisory Agency (Sw: Finansinspektionen) concerning the conduct of the insurance business taking part in Sweden.

MANUFACTURER

The company that manufactured the *insured bike*.

SELLER

The company that sells the insured *bike*.

THIRD PARTY(IES)

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

AUTHORISED 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 a pedal or crank mechanism (with or without a mechanical auxiliary motor). If the Bike is fitted with a mechanical auxiliary motor, the motor may only amplify power input from the pedal or crank mechanism and not provide additional power input at speeds exceeding 25 km/h.

Important information

It is important that *you*:

- check that the information you have given us is accurate;
- notify Qover as soon as possible of any inaccuracies in the information you have provided; and
- comply with your duties under each section and under the insurance as a whole.

In accepting your application for this insurance, we have relied on the information you have given *us*. You must take reasonable care to provide complete and accurate answers to the questions asked when you take out or make changes to your policy.

If we discover that you have committed a material breach of your obligations to us, including but not limited to **deliberately or recklessly** provided *us* with false, inaccurate or misleading information, we may terminate the insurance policy prior to the conclusion of the policy term and decline all claims.

If we discover that you have committed a breach of your obligations to us, including but not limited to **carelessly** provided *us* with false, inaccurate or misleading information, it could adversely affect the extent of your insurance cover and we may:

- terminate the insurance policy prior to the conclusion of the policy term and refuse to pay all claims and return the premium paid. *We* will only do this if *we* provided you with insurance cover which *we* would not otherwise have offered; or
- amend the terms of your insurance. *We* may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- reduce the amount *we* pay on a claim in the proportion the premium you have paid bears to the premium *we* would have charged you otherwise

If you become aware that any information you have given is incomplete or inaccurate, please contact Qover as soon as practicable.

We will write to you if we:

- intend to cancel your policy; or
- need to amend the terms of your policy.

Our rights to amend the terms or cancel the policy will only be made in accordance with the Swedish Insurance Contracts Act (Sw: Försäkringsavtalslagen).

Change in your circumstances

You must notify us as soon as possible of any changes that affect your insurance and that have occurred since the start date.

Examples of relevant changes include:

- changes to your contact details;
- changes made to your *insured bike*.

TABLE OF CONTENTS

GENERAL TERMS & CONDITIONS BIKE INSURANCE	1
INTRODUCTION	1
PRIOR NOTE.....	2
WHAT DO WE MEAN BY THAT?	2
IMPORTANT INFORMATION.....	3
<u>A. GENERAL CONDITIONS.....</u>	<u>5</u>
1. HOW DO THESE PARTIES RELATE TO EACH OTHER?	5
2. WHAT IS INSURED?	5
3. HOW CAN YOU CONTACT THE INSURANCE INTERMEDIARY ABOUT THIS INSURANCE CONTRACT?	5
4. WHAT TO DO IN CASE OF THEFT AND MATERIAL DAMAGE?	5
5. ARE YOU NOT SATISFIED? DO YOU WISH TO MAKE A COMPLAINT?.....	6
6. HOW CAN YOU (AS THE POLICYHOLDER) CHANGE THE INSURANCE CONTRACT?.....	6
7. WHAT IS THE LEGAL FRAMEWORK?	7
8. WHEN DOES YOUR INSURANCE CONTRACT START?.....	7
9. WHAT IS THE DURATION OF THIS INSURANCE CONTRACT?	7
10. WHEN CAN THE INSURANCE CONTRACT BE CANCELLED?	7
11. WHAT HAPPENS TO THE INSURANCE CONTRACT IF YOU (THE POLICYHOLDER OR INSURED PERSON AS A NATURAL PERSON) DIE?	8
12. WHAT HAPPENS TO MY INSURANCE IF I SELL THE INSURED BIKE THAT IS LINKED TO THE INSURANCE CONTRACT?	8
13. HOW IS YOUR PREMIUM CALCULATED?	9
14. WHERE SHOULD YOUR MAIN RESIDENCE BE FOR THIS INSURANCE?	9
15. TRANSFERABILITY	9
16. WHAT DO WE MEAN WITH THE INSURED BIKE IN THE CONTEXT OF THIS INSURANCE?	9
17. WHEN CAN YOU BENEFIT FROM THIS INSURANCE?	9
18. WHICH EXCLUSIONS APPLY TO ALL COVERAGES?.....	12
19. HOW DO WE COMPENSATE THE DAMAGE TO THE INSURED BIKE?.....	14
20. WHAT IS THE EXCESS AMOUNT IN CASE OF THEFT OR MATERIAL DAMAGE?.....	15
21. HOW IS COMPENSATION PAID IN THE EVENT OF BANKRUPTCY OF THE SELLER OR MANUFACTURER? ...	15
22. SUBROGATION	15
23. TIME LIMIT FOR MAKING CLAIMS	15
24. RIGHTS OF THIRD PARTIES	15
<u>B. WHAT ARE YOUR OBLIGATIONS UNDER THIS INSURANCE CONTRACT</u>	<u>16</u>
1. WHAT OBLIGATIONS DO YOU HAVE TO COMMUNICATE THE CORRECT DATA AND CIRCUMSTANCES?	16
2. WHAT OBLIGATIONS DO YOU HAVE IN TERMS OF PREMIUM PAYMENT?	16
3. WHAT HAPPENS IF YOU FAIL TO COMPLY WITH THESE OBLIGATIONS?.....	17
4. WHAT DO WE EXPECT FROM YOU IN CASE OF CLAIMS?	17
5. WHICH COURTS AND TRIBUNALS ARE COMPETENT IN CASE OF A DISPUTE OF THIS INSURANCE CONTRACT?	18
GLOSSARY	19
INFORMATION RELATING TO THE PROTECTION OF PERSONAL DATA AND PRIVACY.....	21
TRANSLATION.....	21

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 in the *policy schedule*.

During the coverage period, the *policyholder* is insured for:

- (i) *theft and/or material damage*
- (ii) *theft and/or material damage and emergency expense*

(as indicated on the *policy schedule*), which occurs in a country within the European Union, the United Kingdom of Great Britain and Northern Ireland, the principalities of Andorra and Monaco, the Vatican City, Iceland, Liechtenstein, Norway, San Marino and Switzerland.

Fixed original accessories are standardly included in the coverage for a maximum value of SEK 1.000, for so far they are firmly installed on the *bike*. All *fixed original accessories* whose value fully or partially exceeds this SEK 1.000 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*;

The type of cover taken out is specified in the *policy schedule*.

3. How can you contact the *insurance intermediary* about this insurance contract?

You can reach Qover by phone between 9:00 a.m. and 5:00 p.m. from Monday to Friday on +46 20 88 98 27 or you can email Qover at bike@qover.com.

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

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

In the event of *theft* or *material damage*, the *insurance intermediary* is the point of contact to make a claim under this *policy*. You can contact the *insurance intermediary* by telephone on +46 20 88 98 27 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 or email it through to claims@qover.com.

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

Any claim must be made as soon as reasonably possible after the *theft* or *material damage* occurring.

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

5. Are you not satisfied? Do you wish to make a complaint?

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

By letter to Mediation service of QOVER SA/NV, rue du commerce 31 – 1000 Brussels (Belgium), or by email to mediation@qover.com or by telephone on +46 20 88 98 27. If your complaint relates to the *insurer* or matters for which the *insurer* is responsible, Qover will forward the complaint to the *insurer*.

You will receive a written confirmation of receipt of your complaint within 3 (three) working days. You will receive a definitive answer to your complaint, in writing, within 14 (fourteen) days after receipt of your complaint, or a notification and justification of why the complaint have not been answered in this time.

You can contact Allmänna reklamationsnämnden (ARN) and Konsumentverket (Hallå konsument)

In addition to contacting us, *you*, being a consumer, are always entitled to contacting Allmänna reklamationsnämnden (ARN) and Konsumentverket (Hallå konsument), including Konsumenternas försäkringsbyrå and Konsumenternas Bank- och försäkringsbyrå, in accordance with the following.

ALLMÄNNA REKLAMATIONSNÄMNDEN (ARN)

Box 174

101 23 Stockholm

Telephone number: 08-508 860 00

Email address: arn@arn.se

Website: www.arn.se

KONSUMENTERNAS FÖRSÄKRINGSBYRÅ/KONSUMENTERNAS BANK- OCH FINANSBYRÅ

Box 24215

Karlavägen 108

104 51 Stockholm

Telephone number: 0200- 22 58 00

Website: www.konsumenternas.se

KONSUMENTVERKET (Hallå konsument)

Konsumentverket/KO

Box 41

651 02 Karlstad

Telephone number: 0771- 525 525

Email address: info@hallakonsument.se

Website: www.hallakonsument.se

Public court

Like other disputes, *you* may also proceed to a public court to have *your* case tried. In such cases, contact *your* nearest district court if *you* want to know more about how to proceed.

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

You can request changes to your insurance contract at any time.

To request a change to your insurance contract, you can contact the *insurance intermediary* by telephone on +46 20 88 98 27 or by sending an email to bike@qover.com.

Please take the following into account:

1. If your details on the *policy schedule* change, you must notify the *insurance intermediary* of such change as soon as possible.
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*. We reserve the right to not accept the change or terminate the insurance contract pursuant to the provisions of the Swedish Insurance Contracts Act (Sw: Försäkringsavtalslagen).

7. What is the legal framework?

This insurance contract shall be governed by the law and practice of Sweden.

8. When does your insurance contract start?

The insurance contract starts on the date and time included in your *policy schedule*. Note that, if chosen so by you when you bought your insurance, the start date may be posterior to the date of purchase of your insurance (up to 6 months).

The expiry date of your contract is the expiry date stated in your *policy schedule*.

9. What is the duration of this insurance contract?

The duration of this insurance contract is one year commencing on the start date specified in your *policy schedule* and expiring on the *expiry date* specified in the *policy schedule*.

We can insure the bike for up to 5 years from the first sale. If you bought it second-hand, we will insure the bike up to 5 years from the date the first owner purchased it. After that, the insurance is renewed for periods of 1 year up to 4 more years. The insurance contract will end at the renewal date after 5 years insurance or when the bike turns 6 years old, whichever comes first. Qover will contact you at least 30 days prior to the expiry date of your current policy and, if renewal is offered, provide full details of your next premium and any changes to the terms and conditions.

If you do not wish to renew your *policy*, you must contact Qover by email to bike@qover.com. If the policy has renewed and contains changes, you have the right to cancel the policy prior to your payment of the new premium period. You will then be charged for the period the renewed policy has been valid.

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.

10. 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 revoke the insurance contract within 14 calendar days after you have received the *policy schedule*, these *general terms and conditions* and the pre-contractual information. This is possible without having to provide any reason by sending the withdrawal form by email to bike@qover.com. The withdrawal form will be emailed to you along with the *policy schedule* and these *general terms and conditions*. The

cancellation will take effect immediately upon notification. 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 all *premium* paid.

2. You may at any time give notice that the insurance policy shall terminate at the conclusion of the policy term.
3. As from the second year of insurance you can cancel the insurance contract anytime for any reason. The cancellation will take effect one 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 that no claim has been made prior to cancellation.
4. If you are offered a renewal of the insurance contract, you may cancel the renewal by contacting Qover by email to bike@qover.com . If the policy has renewed and contain changes, you have the right to cancel the policy prior to your payment of the new premium period. You will then be charged for the period the renewed policy has been valid.
5. You can cancel the insurance contract after a claim. You can do this at the latest 15 days after payment or upon the refusal to pay compensation in respect of a claim. The insurance contract then ends 15 days after the date of notification. You must inform us of this by registered letter to Qover or email to bike@qover.com . If you choose to terminate the insurance contract, we will refund *you* part of the *premium* already paid in proportion to the unexpired term of the *policy*, provided no claim has been paid and no claims has been made which remains outstanding.

B. When can we cancel the insurance contract?

1. We may cancel the insurance contract at the *expiry date*, pursuant to the restrictions thereof in the Swedish Insurance Contracts Act (Sw: Försäkringsavtalslagen). We will notify you, by email, at least 30 days before the *expiry* date if we do not intend to offer a renewal.
2. We can terminate the insurance contract if the *premium* is not paid. If *you* do not pay the *premium*, we will send *you* a reminder. If *you* still do not pay, we will notify *you* by registered letter. If *you* do not pay the *premium* in full by the date set therein, the insurance contract will terminate 14 (fourteen) days after the notice was sent, if the premium is not paid within that time period.
3. We may cancel the insurance contract if you, the policyholder or the insured, has committed a material breach of your obligations stated in the contract, or if other due cause exist. In such case, we will refund you part of the *premium* in proportion to the unexpired term of the *policy*.

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

The benefit of the insurance contract is transferred to the estate of the deceased. It can:

1. keep the contract with the same rights, until the moment of any given notice, that the insurance policy shall terminate at the conclusion of the policy term; or
2. cancel the contract within 2 months after the death. The insurance contract will then end 1 month after we received the notification. To do this, the estate must notify us, in writing, at least 2 months before the due date by registered letter.

12. 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 automatically terminates from the moment of notification, and we will reimburse you an amount of *premium* in proportion to the unexpired days remaining on the period of insurance. If the buyer is a consumer without their own insurance for the purchased property, the insurance policy nevertheless remains in force for seven days after the transfer of the risk.

13. 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 as stated in your *policy schedule*.

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

You (the policyholder, as a natural or legal person) must have your main residence in Sweden to be able to take out this insurance. You must notify us if your main residence changes. If your situation changes such that your main residence is no longer in Sweden, we may have the right to terminate the insurance pursuant with the Swedish Insurance Contracts Act.

15. Transferability

This insurance contract is not transferable except in the event of death of the policyholder.

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

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

1. The *bike* in its original condition as supplied by the seller or manufacturer. Any technical changes made to the *bike* will automatically result in the cancellation of this *policy*;
2. The bike that is less than 5 years old at the time of purchasing the insurance contract. This includes newly purchased bikes from a reseller or manufacturer, as well as second-hand bikes. The bike's age is determined based on the initial purchase invoice;
3. *Fixed original accessories* are standardly included in the coverage for a maximum value of SEK 1.000, for so far they are firmly installed on the *bike*. All *fixed original accessories* whose value fully or partially exceeds this SEK 1.000 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*;

17. When can you benefit from this insurance?

The theft, material damage and emergency expense insurance are only provided if this is expressly stated in your *policy schedule*.

A. Theft insurance

Coverage for Theft is only provided 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* home or in *your* private locked room, not attached to a fixed point, provided there has been a break-in;
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. If the *bike* is found within 14 calendar days after the theft has been reported to the police, we cover the following:
 - a. the cost of repair to the extent that it appears possible;
 - b. the *insured value* in case of a total loss (where repair proves to be impossible);
3. If the *bike* is not found within 14 calendar days of the theft being reported to the police, we consider it to be definitively stolen and it is considered to be a total loss.

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

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

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

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

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

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

Coverage for theft or attempted theft is excluded if:

- The *insured 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.
- The *insured bike* was in a closed common room and was not attached to a *fixed point* by means of the frame using an *approved lock*, and not locked according to the manufacturer's provisions, such as the frame lock or mobile application lock.
- No report is registered with the relevant police authority within 24 hours of the discovery of the theft, attempted theft, or attack.
- *Theft* or attempted *theft* of the *insured bike* resulting from the theft of the smartphone containing the mobile application used to unlock the *insured bike*.

- *Theft* or attempted *theft* of portable bike related *accessories* (e.g. bicycle computers and/or navigation equipment), which are easily removable without using screwdrivers or other regular tools.

B. Material damage insurance

Coverage for material damage is only provided if it is explicitly stated in the *policy schedule*.

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

- that was accidentally caused;
- that was caused by *vandalism*;
- that was caused by contact with an animal or by natural elements such as fire or a flood.

The following damage is not covered:

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 SEK 1.000.
2. Damage as a result of wear and tear, modification or a technical defect of the *insured bike*.
3. Damage to objects or persons other than the *insured bike*.
4. Damage to the smartphone containing the mobile application used to unlock the *insured bike* (if applicable).

C. Emergency expense insurance

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

The insurance applies when the *insured* is immobilized and unable to complete *his* journey with the *insured bike* due to a:

- Accident
- Theft
- Vandalism
- Bodily injury consecutive of the use of the bike

We reimburse the occurring costs that the insured had to make to arrange assistance during the immobilization; in the form of dragging, replacement of the bike, bike rental (max. 7 days), transport to the insured's residence or the residence designated by him, transportation of luggage, onsite repairing of a flat tyre or key loss.

The occurring costs are reimbursed based on supporting documents and up to a maximum SEK 2.050 per claim.

This insurance is limited to 3 claims per insurance year.

The emergency expense insurance is excluded if:

- The *insured* cannot provide evidence of the causal link between the *insured's event* covered and the supporting documents,
- The *insured* cannot provide pictures of the damage *bike* or evidence of injury,
- Travel and bike rental expenses is not related to the immobilization of the bike as mentioned on the coverage explained above or insured's immobilization in case of the bike's theft,
- The *insured* cannot provide proof of payment of the bike rental or travel costs.

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 SEK 1.000, regardless of the number of accessories. *Fixed original accessories* whose value fully or partially exceeds this SEK 1.000 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 SEK 1.000, only the remaining value needs to be included.

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

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

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

18. Which exclusions apply 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 *insurer* 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 an insured event (the occurrence of *theft* or *material damage*) was caused intentionally by an *insured*, *authorised user* or the persons transported or their family members.
5. If the event resulting in *theft* or *material damage* is the result of:
 - a. an insured riding the *insured bike* in a state of criminal alcohol intoxication, insofar as the blood alcohol level of the person concerned exceeds the legal limits. (without the use of alcohol having to be the sole cause of the condition or event);
 - b. an insured riding the *insured bike* in a state of intoxication or in a similar condition resulting from the use of products other than alcoholic beverages, acute or chronic use of medicines or other substances not prescribed by a doctor and which change one's behaviour;
 - c. apparent poor maintenance or failure to replace essential parts.
6. If the *material 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 *theft* or *material 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 *theft* or *material damage* arises from war, civil war, or similar facts.

10. If the *material 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 electric motor may support propulsion of the *insured bike* when travelling at more than 15.5mph.
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. If the *material damage* results from an argument or aggression of which the insured is the trigger or instigator.
15. If the *material damage* results from a technical failure of the *insured bike*.
16. If the *material damage* is caused by *terrorism* or 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. *Theft* from a trailer, roof rack or bike carrier, unless the bike is attached to the trailer, roof rack or bike carrier by an approved lock.
19. *Theft* resulting from fraudulent payment for the sale of your *insured bike*.
20. Damage to clothing, objects and goods being transported.
21. Consequential damage, loss of profit or income, any other form of indirect damage or loss suffered by you as a result of the *theft* or *material damage* to the *insured bike*.
22. Damage resulting from the projection of substances, staining or corrosive products.
23. Any damage resulting from the use of a feature which allows you to increase the pedaling assistance beyond 25km/h.
24. 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 SEK 1.000. 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*.
25. The wheels or tires if stolen separately. We do cover these if they are stolen together with the *insured bike*.
26. Damage caused other than to the *insured bike*, such as your liability resulting from the use of the *insured bike*.
27. Aesthetic damage such as scratches and bumps, chipping or rust.
28. Damage to the tires.
29. *Material damage, theft or attempted theft* that has arisen as a result of embezzlement or abuse of trust.
30. *Theft* of, or *material damage* resulting from the attempted *theft* of, the *insured bike* by an authorised user or any person to whom you entrusted the *insured bike*.
31. *Theft* or *material damage* resulting from an attempted *theft* where 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*.
32. *Theft* if the procedure prescribed by the manufacturer to lock the *bike* is defective and if this technical defect was known or had to be known by the user.
33. Any other indirect or consequential loss incurred by you as a result of the *theft* of or *material damage* to the *insured bike*.

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

In case of repair:

If the *material 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* specified in your *policy schedule*.

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 valid for use in the seller'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.

20. 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 *insured bike* and all insured *accessories*, 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** SEK 350 per claim will be applied.

21. How is compensation paid in the event of bankruptcy of the seller or manufacturer?

In case of bankruptcy of the *seller or manufacturer*, we will transfer the compensation for a claim to your bank account after deduction of the applicable *excess*.

22. 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 will not 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.

23. Time limit for making claims

A claim must be made as soon as reasonably possible after the *theft* or *material damage* occurring and/or you becoming aware of the *theft* or *material damage*.

24. Rights of Third Parties

Only the insurer, the policyholder and the insured/you can enforce the terms of this policy. No other party may benefit from this contract as of right or enforce any term of it. The policy may be varied or cancelled by the insurer and/or the policyholder without the consent of any other party.

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. Your answers are decisive for the assessment of the risk.

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

- Send us 5 pictures (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;

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

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 proof of purchase of your *bike*

Compliance with these obligations is a condition precedent to coverage under this *policy*. If you do not do this, we will not compensate you for any claim and we will cancel your insurance contract with immediate effect and refund the insurance premium paid.

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 change address, you must 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) by the *premium* due date specified in the invoice.

If you do not comply with the *premium* payment obligations and do not pay your *premium*, we will send you a reminder. If you still do not pay, we will notify you by registered letter. If you do not pay within the period set

therein, the insurance contract will be terminated after 14 (fourteen) days after the notice was sent, if the premium is not paid during that period.

When handling *premium* payments from *you* that are due to *us*, and when handling any *premium* refund due to *you*, the seller and the *insurance intermediary* act as *our* authorised agents. This means that when *you* pay a premium to the *seller* or the *insurance intermediary*, it is deemed to have been received by *us*, and that any refund of *premium* paid by the *insurance intermediary* is not deemed to have been paid until *you* have received this amount.

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 compensation for a claim or reduction in the amount of compensation paid in proportion to the ratio between the *premium* paid and the *premium* that you would have had to pay.

The above mentioned consequences will be made in accordance with what is regulated by the Swedish Insurance Contracts Act (Sw: Försäkringsavtalslagen).

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

A. In case of theft and materiel 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 reasonably possible using the claim form available at claims.qover.com;
3. That *you* cooperate in the handling of the claim by providing any useful information or written confirmation thereof that may be requested;
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 *theft* to the police within 24 hours and provide us with the case number and any useful information about the insured *bike*.
 - *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. *If applicable*, *you* must report the theft of the *bike* in your mobile application immediately after the incident, allowing the *manufacturer* to trace the bike from the moment of the incident.
 - *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.

If you fail to comply with these obligations, 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 emergency expense:

When claiming for the assistance cash insurance the *insured* will have to prove and provide:

1. The above-mentioned information in case of theft, vandalism or material damage;
2. Supporting documents, proving the causal link between the *event* and the costs incurred:
 - Invoices and proof of payment for the costs incurred; and
 - Pictures of the *damages on the insured bike* or evidence of the injury with the *insured bike* (*pictures of the insured with his bodily injuries and his bike*);

5. 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 in Sweden shall be deemed competent.

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.

APPROVED LOCK

Any lock (AXA Hiplok, Kryptonite, Linka (with chain), Master Lock, texlock, Trelock) that is:

- (i) rated Vds (Class A+ or B+), or
- (ii) rated gold or silver by Sold Secure (<https://www.soldsecure.com/>); or
- (iii) rated Category 2 or better by ART (<https://www.stichtingart.nl/art-foundation/>); or
- (iv) rated Category 2 or better by FUB (<https://www.fub.fr/moi-velo/ma-securite/equipement/antivols>); or
- (v) rated Category 10 or better by ABUS (<https://mobil.abus.com/uk/on-road/Locks/Folding-Locks>)
- (vi) Onguard locks, or
- (vii) 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.

COMPENSATION

The amount of the costs that we will pay you under this *insurance contract* after the application of the applicable excess, subject to the terms and conditions of this *policy*.

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.

EXPIRY DATE

Date on which the current insurance contract ends. This date can be found in your *policy schedule*.

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 where part of it is fixed to the ground, wall or a car and which cannot be removed without special tools such as e.g. A fence, pole or a bike rack.

MATERIAL DAMAGE

Material damage caused to the insured *bike*

■ INSURED VALUE

Means the insured value of the insured bike specified in the *policy schedule*. This is the amount, subject to any applicable excess and depreciation, which we will compensate in the event of a total loss, subject to the terms and conditions of this *policy*.

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 particulars of the *insurance contract* such as the *premium* and the *expiry date*.

PREMIUM

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

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.

VANDALISM

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

Information relating to the protection of personal data and 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>.

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

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

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 Swedish 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 Swedish version will be the only correct and main version.