



# General terms and conditions

## Greyp Bikes *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 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

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

## BIKE/INSURED BIKE

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

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## A. General Conditions

### 1. How do these parties relate to each other?

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

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

The *insurer* guarantees the insured benefit.

### 2. What is insured?

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

The *policyholder* is insured for theft and assistance or theft and assistance and material damage 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](https://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*.

The coverage applies even if your bike was delivered earlier than the agreed start date stated in your policy schedule.

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

## 12. What is the duration of this insurance contract?

The duration of this insurance contract is one year. The insurance contract is tacitly renewed, maximum twice, 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 3 years after the *first sale*. If *you* have purchased the *bike* second-hand, we cover the *bike* up to 3 years after the first owner purchased it.

After a maximum of two extensions and at the end of the third insurance year, this insurance contract ends. We *will inform you* by registered letter 2 months before the cancellation.

## 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.
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).

### REVOCATION 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.

## 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 cancel the insurance contract after a claim and at the latest 1 (one) month after the conclusion of negotiations on compensation. The cancellation then takes 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 received the notification.

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

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

After all, 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 I have my insurance contract suspended?

1. If your *bike* is claimed, the *insurance contract* will be suspended only because the requesting government takes possession of the *bike*. You must notify us immediately.
2. If you no longer own the *bike* by your own will (for example, resale), you cannot have the *insurance contract* suspended due to the inseparable character or nature of the *bike* and this insurance contract. The insurance

contract must be terminated if necessary. If necessary, you can take out this insurance again when purchasing a new *bike* from the *reseller*.

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

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

## 18. How is your *premium* calculated?

The *premium* (the 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. All *fixed original accessories* of the *bike*, as supplied by the reseller *or manufacturer* and fixed to the *bike* (extra parts) are insured together as a whole for up to €100.
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 optional guarantee is only valid if it is explicitly stated in the *policy schedule*.

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

1. That was accidentally caused as well as damage to the *bike* that *you* accidentally caused;
2. That was caused by *vandalism*;
3. This was caused by contact with an animal or by natural elements such as fire or a flood;

*Material damage is excluded if:*

1. Damage to the *accessories*, with the exception of the *fixed original accessories* supplied by the reseller within the insured limit.
2. Damage as a result of wear and tear or a mere technical defect of the insured *bike*.

### 3. Damage to objects or persons other than the insured *bike*.

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

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

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

##### 1. Roadside assistance and towing

*We* arrange and pay for:

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

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

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

##### 2. Replacement a *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.

## 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. The *accessories*, whether or not stolen with the insured *bike*, with the exception of the *permanent original accessories* supplied by the *reseller* within the insured limit.
2. The wheels, tires or battery if stolen separately. We do reimburse these if they are stolen together with the insured *bike*.
3. Damage caused, other than this, to the *bike*, such as your liability resulting from the use of the insured *bike*.
4. Aesthetic damage: such as scratches and bumps, chipping or rust are therefore not guaranteed.
5. Damage to the tires.
6. The damage and/or theft or attempted theft that has arisen as a result of embezzlement or abuse of trust.
7. The damage and/or theft or attempted theft by the perpetrator(s) or accomplice(s) are the insured or policyholder or are staying with or appointed by the policyholder, owner, or holder of the insured *bike*.
8. The damage if the procedure prescribed by the manufacturer to lock/unlock the *bike* is defective and if this technical defect was known or had to be known by the user.
9. The loss or any other consequential loss.

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

In case of repair:

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

In case of total loss:

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

- A monetary value equal to the insured value of the insured *bike* after applying the excess.

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.

## 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 *permanent original 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 €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 becomes 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*;

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.

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 *damage* as soon as possible and this within 8 days after the damage occurred. Use the claim form available at [claims.qover.com](https://claims.qover.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.

**ARE EXCLUDED 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 elements that may or may not be permanently attached to the *Bike*.

## 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 BORDO (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).

## 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 fixed accessories that are attached to the *bike* and fastened (extra parts) and are listed on the purchase invoice of the reseller or manufacturer.

## FIXED POINT

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

## LUGGAGE 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.